

KAREN E. WILLISON, RLP LOCATIONS NORTH BROKERAGE



Listing Information Package

310-945 3rd Avenue East, Owen Sound











CollaborativeRealEstate.ca









882.97 sq. f t.

2 Bed

2 Bath



945 3RD Avenue E Unit #310, Owen Sound, Ontario N4K 2K8

Client Full 945 3RD Av E #310 Owen Sound MLS®#: 40433552 **Active / Residential** Price: **\$419,900**



Grey/Owen Sound/Owen Sound

1 Storey/Apt/Apartment/Condo Unit

	Beds	Baths	Kitch	
Main	2	2	1	Beds (AG+BG):
				' Baths (F+H):

2(2+0)SF Fin Total: 883 AG Fin SF Range: 501 to 1000 AG Fin SF: 883/Other DOM/CDOM 1/1 Common Interest: Condominium Tax Amt/Yr: \$4,963.33/2023 Condo Fee/Freq: \$368.91/Monthly

2(2+0)

Remarks/Directions

Public Rmks: **Attention Downsizing Retires, Investors & Students** This well appointed third-floor condo unit is located in The Professional Centre in downtown Owen Sound. It features 2 bedrooms and 2 bathrooms, with an open concept design and 9+ foot ceilings. This corner unit has five large operational windows for natural ventilation, hardwood flooring throughout the living and sleeping areas, and tile floors in the bathrooms, laundry, and mechanical rooms. The kitchen is equipped with under counter lighting, Quartz countertops, extended height upper cabinets, and soft close cabinetry. The in-suite laundry/mechanical room includes an Energy Star washer and dryer, high-efficiency natural gas furnace, Heat Recovery Ventilator (HRV), and rental natural gas hot water tank. Additional features of this condo include a dedicated resident's entrance with a security camera, elevator, and accessible 36" door openings, one designated parking spot and a private storage locker. Amenities include a third-floor common area with a pool table and gym (open 24/7) and access to the rooftop terrace complete with natural gas BBOs and a lounge area.

Hwy 6 North, turn left on 10th Street East (Hwy 6), left on 3rd Avenue East to building on left side. Directions:

Cross St: Hwy 6 (10th Street East)

Common Elements

Common Element/Condo Amenities: Community BBQ, Elevator, Exercise Room, Games Room, Party Room, Roof Top

Deck/Garden, Visitor Parking

Condo Fees: \$368.91/Monthly

Building Maintenance, Common Elements, Ground Maintenance/Landscaping, Snow Removal, Water Condo Fees Incl:

Locker: Owned/50 Balcony: None Pets Allowed: Restricted Condo Corp #: **GSCC 106** Prop Mgmnt Co: Internal Condo Corp Yr End: 08/31/2023 Prop Mgt Contact: Status Certificate Date: 2023-06-06

Building Name: CentreSuites on 3rd Avenue

Exterior

Exterior Feat: **Controlled Entry, Lighting**

Construct. Material: Brick, Stucco (Plaster) Roof: Flat Shingles Replaced: Prop Attached: Attached Year/Desc/Source: Apx Age: 6-15 Years 2017//Owner

Municipal Road, Paved Road Rd Acc Fee: Property Access:

Pool Features: None

Garage & Parking: Outside/Surface/Open//Exclusive Parking Parking Spaces: **Driveway Spaces:** 1.0 Parking Level/Unit: Parking Assigned: 111

Licen Dwelling: Cable TV Available, Cell Service, Electricity, Garbage/Sanitary Collection, High Speed Internet Avail, Services:

Garage Spaces:

East

South

Natural Gas, Recycling Pickup, Street Lights, Telephone Available

Water Source: Water Tmnt: Sewer (Municipal) Municipal Sewer:

Lot Front (Ft): 0.00 Lot Depth (Ft): 0.00 Lot Shape: Land Lse Fee: Location: Urban Lot Irregularities:

Area Influences: Airport, Ample Parking, Downtown, Hospital, Library, Place of Worship, Schools, Shopping Nearby

View: **Downtown** Retire Com: Topography: Flat Fronting On:

Restrictions: Easement Exposure: School District: Bluewater District School Board, Bruce-Grey Catholic District School Board

High School:

Owen Sound DSS, St. Mary's, Pretty River Academy

Elementary School: East Ridge Community, St. Basil's, Notre Dame Catholic, Pretty River Academy

Security Feat: Carbon Monoxide Detector(s), Smoke Detector(s)

Access Feat: Elevator, Hallway Width 36"-41", Hard/Low Nap Floors, Level Entrance, Lever Door Handles, Lever Faucets,

Open Floor Plan

Laundry Feat: In-Suite
Cooling: Central Air
Heating: Forced Air, Gas

Under Contract: Hot Water Heater Contract Cost/Mo:41.00

Inclusions: Built-in Microwave, Carbon Monoxide Detector, Central Vac, Dishwasher, Dryer, Range Hood, Refrigerator,

Smoke Detector, Stove, Washer, Window Coverings

Exclusions: Hot Water Tank (rental)

Electric Age: 2017 Plumbing Age: 2017 Furnished: Furnace Age: 2017 Tank Age: UFFI:

Property Information

Common Elem Fee: No

Local Improvements Fee:

Legal Desc: UNIT 10, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST

SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591 CITY OF OWEN SOUND

Zoning: C1 Survey: Unknown/
Assess Val/Year: \$270,000/2022 Hold Over Days: 120
PIN: 379060320 Occupant Type: Vacant

ROLL: **425904002901160**

Possession/Date: Immediate/ Deposit: Minimum 5%

Brokerage Information

List Date: **06/14/2023**

List Brokerage: Royal LePage Locations North (Collingwood Unit B) Brokerage

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Source Board: The Lakelands Association of REALTORS®

Prepared By: Karen E. Willison, Salesperson

Date Prepared: 06/15/2023

Information deemed reliable but not guaranteed. CoreLogic Matrix

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MLS®#: 4043	3552			
Room Kitchen	<u>Level</u> Main	<u>Dimensions</u> 13' 3" X 13' 2"	Dimensions (Metric) 4.04 X 4.01	Room Features Double sink, Engineered Hardwood, Open Concept, Pantry
Living Room	Main	12' 0" X 10' 8"	3.66 X 3.25	Engineered Hardwood, Open Concept
Dining Room	Main	10' 8" X 7' 8"	3.25 X 2.34	Engineered Hardwood, Open Concept
Bedroom Primary	/ Main	12' 0" X 10' 7"	3.66 X 3.23	Engineered Hardwood, Ensuite, Walk-in Closet
Primary Ensuite Bathroom	Main	6' 9" X 8' 10"	2.06 X 2.69	4-Piece, Tile Floors
Bedroom	Main	10' 7" X 11' 7"	3.23 X 3.53	Engineered Hardwood
Bathroom	Main	7' 8" X 7' 3"	2.34 X 2.21	3-Piece, Tile Floors
Laundry	Main			Tile Floors
Utility Room	Main	3' 0" X 5' 11"	0.91 X 1.80	Tile Floors

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KAREN E. WILLISON, RLP LOCATIONS NORTH BROKERAGE

Quick Facts, Features & Finishes 310-945 3rd Avenue East, Owen Sound

- Located in the residential section of The Professional Centre in the heart of downtown Owen Sound, close to all amenities
- A short walk to the water, parks, farmer's market, restaurants and shops
- Wheelchair accessible (36" doors)
- Bright spacious corner unit with five large windows
- Rooftop terrace with BBQ and lounge area
- Third floor common meeting area with a pool table and a gym that is accessible 24/7
- 2 bedrooms
- 2 baths
- 1 owned parking spot
- 1 owned storage locker



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Features and Finishes

Exterior Entrance

- Dedicated and secure residential lobby
- Controlled access video intercom system
- Large canopy
- Bicycle rack and mail boxes
- Oversized passenger elevator

Chef Approved Kitchens

- Designer cabinetry and quartz countertops
- Undermount stainless steel sink with single lever faucet
- Under cabinet lighting with 2-1/2" valance
- Extended height upper cabinets
- Contemporary designer mosaic tile backsplash
- ENERGY STAR® stainless refrigerator, range and dishwasher
- Matching exhaust hood and microwave combination unit
- Refrigerator location plumbed for cold water

Bathrooms

- Ensuite bathroom with easy care acrylic tub with ceramic tile surround
- Second bathroom with corner shower, ceramic tile surround and glass doors
- Granite countertops and ceramic vessel style sinks
- Moen shower heads and faucets
- Toilets are water-saving elongated raised American Standard Champion model with slow close seats

Laundry/Mechanical Room

- ENERGY STAR® washing machine and dryer
- Ceramic tile flooring and baseboards
- Rental gas hot water tank



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Exceptional Flooring Selections Throughout

- Ceramic tile in all bathrooms, laundry room and mechanical room
- Engineered hardwood flooring in kitchen, living room, bedrooms and hallways

Interior Refinements

- Elegant 7-1/4" baseboards and 3-1/2" casings
- Painted two-panel solid core doors throughout
- Door hardware throughout in a satin nickel finish and lever operators for all swinging doors
- Beveled edge mirrors in washrooms

Cabinetry and Storage Features

- Convenient wire shelving in closets
- Linen storage
- Ample pantry
- Spacious closets
- Secure storage locker on 3rd floor

Doors and Window

- All windows are double glazed using tinted glass
- Windows are operational for natural ventilation
- Privacy shades on every windows
- Screens on all operating windows
- Suite entry door is 36" wide, solid core metal with peep hole

Mechanical

- ENERGY STAR® qualified high efficiency natural gas forced air heating
- ENERGY STAR® qualified central air conditioning with rooftop condensers
- Heat recovery ventilator (HRV) to ensure fresh air supply
- Programmable thermostat and separate control for HRV



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Electrical

- Independent 100 amp service and breaker panel connected to an independent usage meter
- 220 volt heavy duty wiring and receptacle for stove and dryer
- Energy efficient overhead recessed lighting in the living room, kitchen, bathrooms, bedrooms and closets
- Quality wall mounted vanity lighting for bathroom vanities
- Valance lighting for kitchen
- Decora light switches and receptacles
- Pre-wired for future security system

Insulation and Drywall

- All exterior walls are insulated using polyurethane foam, an inert, CFC free product providing a thermal resistance value of 20 from floor to ceiling
- All roofs insulated above and below the structure
- Demising partitions are constructed using independent stud frames for each side
 of the partition and equipped with acoustical framing. The interior of each
 partition is lined with fire resistant acoustic insulation and finished using 1.25" of
 solid, fire-rated gypsum board on each side
- Each suite is fitted with acoustical mat below the flooring to isolate sound
- Mould resistant cement board for bathtub and shower surrounds and mould resistant gypsum board throughout bathrooms

Peace of Mind

- Smoke and carbon monoxide detectors interconnected to the main building fire alarm system
- Audible and visual (strobe) fire alert system
- Video intercom to main lobby
- Entire building is equipped with fire hose cabinets, fire extinguishers and an automatic sprinkler and fire alarm system



Expense/Utility/House Details

310-945 3rd Avenue East, Owen Sound

Condo Details

Joha Detailo		
Item	Year	Notes
Year Built	2017	
Air Conditioner	2017	
Air Exchanger	2017	vanEE
Windows	2017	
Roof	2017	
Furnace	2017	

Fees and Utility Costs

Utility	Yearly Cost	Provider
Current Property Taxes	\$4,963.33 (2023)	City of Owen Sound
Insurance Premium	\$275.00	CAA
Gas	\$932.76	Enbridge
Hydro	\$424.15	Hydro One
Rental Equipment Contracts	\$492.00	Reliance (Hot Water Tank)
Water/Sewer	Included in Condo Fee	
Internet/Cable Provider	\$420.00	Rogers
Lawn/Garden Maintenance	Included in Condo Fee	
Snow Removal	Included in Condo Fee	
Condo Fee	\$4,426.92	(small increase expected at year end - August 31, 2023)

Rental Equipment

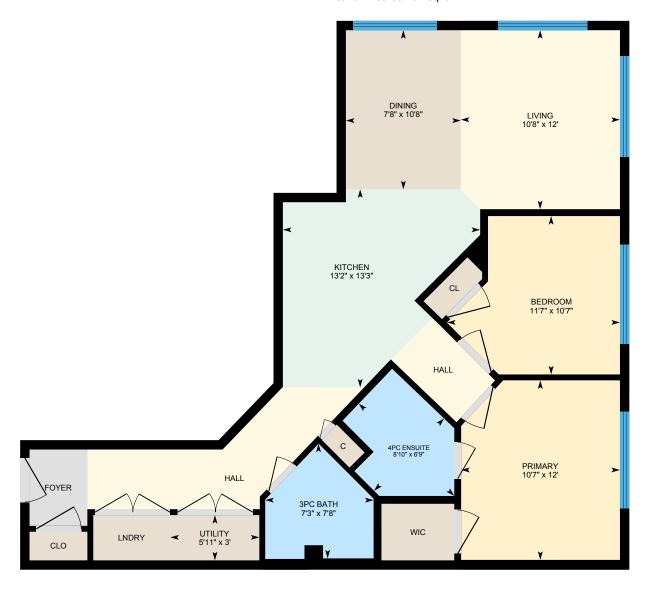
Item	Provider	Contact/Notes
Hot Water Heater	Reliance	50 Gallon, Natural Gas

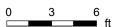
Appliances

Appliance	Make/Model	Year/Notes
Refrigerator	Frigidaire / FGHF2366PF5A	2014 (date of manufacture)
Dishwasher	Frigidaire / FGID2466QF3A	2015 (date of manufacture)
Stove/Oven	Frigidaire / CGEF3032MFH	2014 (date of manufacture)
Microwave	Frigidaire / CGMV175QFA	2015 (date of manufacture)
Washer	Maytag Centennial	
Dryer	Maytag Centennial	

310-945 3rd Ave E, Owen Sound, ON

Main Floor Exterior Area 976.90 sq ft Interior Area 882.97 sq ft









⊡iGUIDE

310-945 3rd Ave E, Owen Sound, ON

Property Details

Room Measurements

Only major rooms are listed. Some listed rooms may be excluded from total interior floor area (e.g. garage). Room dimensions are largest length and width; parts of room may be smaller. Room area is not always equal to product of length and width.

Main Building

MAIN FLOOR

3pc Bath: 7'8" x 7'3" 4pc Ensuite: 6'9" x 8'10" Bedroom: 10'7" x 11'7" Dining: 10'8" x 7'8"

Kitchen: 13'3" x 13'2" Living: 12' x 10'8" Primary: 12' x 10'7" Utility: 3' x 5'11"

Floor Area Information

Floor areas include footprint area of interior walls. All displayed floor areas are rounded to two decimal places. Total area is computed before rounding and may not equal to sum of displayed floor areas.

Main Building

MAIN FLOOR

Interior Area: 882.97 sq ft

Perimeter Wall Thickness: 7.5 in

Exterior Area: 976.90 sq ft

Total Above Grade Floor Area, Main Building

Interior Area: 882.97 sq ft Exterior Area: 976.90 sq ft



310-945 3rd Ave E, Owen Sound, ON

iGUIDE Method of Measurement

Definitions

Interior Area is a per floor calculation, made by measuring to the inside surface of the exterior walls. The footprint of all interior walls and staircases is typically included.

Excluded Area is a sum of the area of all rooms (measured to the inside surface of room walls) that are excluded from the Interior Area for a floor and the footprint of corresponding walls. Prescribed area exclusions can vary from region to region. Examples of exclusions are spaces open to below, garages, cold cellars, crawl and reduced height spaces.

Exterior Wall Footprint is the sum of the estimated area of the perimeter wall segments bounding both Interior and Excluded Areas.

Exterior Area is a per floor calculation, made by measuring to the outside surface of the exterior walls and is represented by the sum of the Interior Area and the Exterior Wall Footprint.

Grade is the ground level at the perimeter of the exterior finished surface of a house. A floor is considered to be above grade if its floor level is everywhere above grade.

Total Interior Area is the sum of all Interior Areas.

Total Excluded Area is the sum of all Excluded Areas.

Total Exterior Area is the sum of all Exterior Areas.

Finished Area is a per floor calculation made by adding all enclosed areas in a house that are suitable for year-round use based upon their location, embodying walls, floors, and ceilings and which are similar to the rest of the house. Footprint of walls is attributed to finished area only when the walls are bounding finished areas.

Unfinished Area is a per floor calculation made by adding all enclosed areas that do not meet the criteria for Finished Area. Exceptions are outdoor and non-walkable areas, for example porches or areas open to below. Footprint of walls is attributed to unfinished area only when the walls are exclusively bounding unfinished areas.

Notes

For exterior walls that are adjacent to the outside of the property, where typically only the interior side has measurement data, an estimation of the exterior wall thickness (as directly measured at the property) is used to calculate its footprint. Considerations are not made for varying wall thickness along the perimeter.

Disclaimer

All dimensions and floor areas must be considered approximate and are subject to independent verification.

PDF Floor Plans

- A. RECA RMS 2017: Color is used to indicate all included areas. Excluded and not reported areas are shown in white. Walls are always shown in black.
- B. ANSI Z765 2021: Color is used to indicate all finished areas. Unfinished and not reported areas are shown in white. Walls are always shown in black.

More Information About the Standards

- A. RECA RMS 2017: https://www.reca.ca/licensees-learners/tools-resources/residential-measurement-standard
- B. ANSI Z765 2021: https://www.homeinnovation.com/z765



CITY OF OWEN SOUND TAX DEPARTMENT

808 2ND AVE EAST OWEN SOUND ON N4K 2H4 519-376-4440 ext. 1249



4259-040-029-01160-0000
04002901160

Bill No. 308143 2023 Final Tax Bill

Name and Address

Municipal Address

310, 945 - 3RD AVE E

Legal Description

GSCP 106 LEVEL 3 UNIT 10 LEVEL 1 UNIT 111 PKG LEVEL 3 UNIT 50 LKR

Assesse ax Class	ment Value	Municipal Levies	Aunicipal Tax Rate(%)	Amount	Coup Tax Rate(%)	ty Amount	Education Tax Rate(%)	Amount
RTEP	270.000	Res/Farm Tx.Full - EPubSup	0,01333270	\$3.599.83	0,00352001	\$950,40	0.DB/5300B	\$413,10
	Totals >>		\$3,599.83	County Lev			ation Levy	\$413.10
	Totals >>		Instalments			Summary	ation Levy	\$4[3.10
			Instalments June 30, 2023	Tax Lev	y (Municipal, Coun	Summary		4,963.33
			Instalments	Tax Lev Special	y (Municipal, Count Charges	Summary		4,963.33 \$0.00
			Instalments June 30, 2023 \$1,258.	Tax Lev Special 2023 Ta	y (Municipal, Coun Charges ix Cap Adjustment	Summary	\$	4,963.33 \$0.00 \$0.00
			Instalments June 30, 2023 \$1,258, September 29, 20	75x Lev Special 2023 Ta 223 Final 20	ry (Municipal, Coun Charges ix Cap Adjustment 123 Levies	Summary	\$	4,963.33 \$0.00 \$0.00 4,963.33
			Instalments June 30, 2023 \$1,258.	08 Tax Lev Special 2023 Ta 2023 Ta 2020 Less Into	ry (Municipal, Couri Charges ix Cap Adjustment 123 Levies erim Billing	Summary	\$	4,963.33 \$0.00 \$0.00
	rial Charge		Instalments June 30, 2023 \$1,258, September 29, 20	75x Lev Special 2023 Ta 223 Final 20	ry (Municipal, Couri Charges ix Cap Adjustment 123 Levies erim Billing	Summary	\$	4,963.33 \$0.00 \$0.00 4,963.33

Schedule 2 Final 2022 Levies Total Year over Year Change Final 2023 Levies \$4,896.51 \$66.82 \$4,963.33 Final 2022 Levies \$4,896.51 2022 Annualized Taxes \$4,896.51 2023 Local Municipal Levy Change \$49.71 2023 County Levy Change \$17.11 2023 Provincial Education Levy Change 2023 Tax Change Due to Reassessment Final 2023 Levies \$4,963.33

CVA Taxes	Schedule 3		Final Taxes
	Commercial	Industrial	Motn-Res.
2023 CVA Taxes			
2022 Annualized Taxes			
2023 Tax Cap Amount			35-1-07
2023 Provincial Education Levy Change			remains to
2023 Municipal Levy Change			
Final 2023 Taxes			

Comments:

Levy Date: May 31, 2023

- PLEASE NOTE PENALTY CHARGES REFLECTED ON FINAL TAX BILLS HAVE BEEN CALCULATED TO MAY 31ST, 2023. ONLY
 If you have a past due amount appearing on your Final Tax Bill you must contact our office to determine the penalty amount you incurred
 on June 1st, as you must pay your June 1st penalty charge in addition to the dollar amount reflected on your June 30, 2023 Instalment Stub.
- 2) Receipts Please retain your concelled cheque as a receipt. If a receipt is required please mail in both payments and the complete tax bill, along with a self-addressed stamped envelope.
- 3) Penalty/Interest: Payment must be received at City Hall by the Due Date to avoid Penalty/Interest Charges. Penalty/Interest Charges will be calculated at a rate of 1.25% /Month or 15% /Annum and charged the 1st day of default as well, as the first day of the month thereafter.

PLEASE RETAIN TOP PORTION FOR INCOME TAX PURPOSES





Data Sources: Grey County, Municipal Property Assessment Corporation, Teranet, King's Printer

Report Generated 06/07/2023 16:37:54

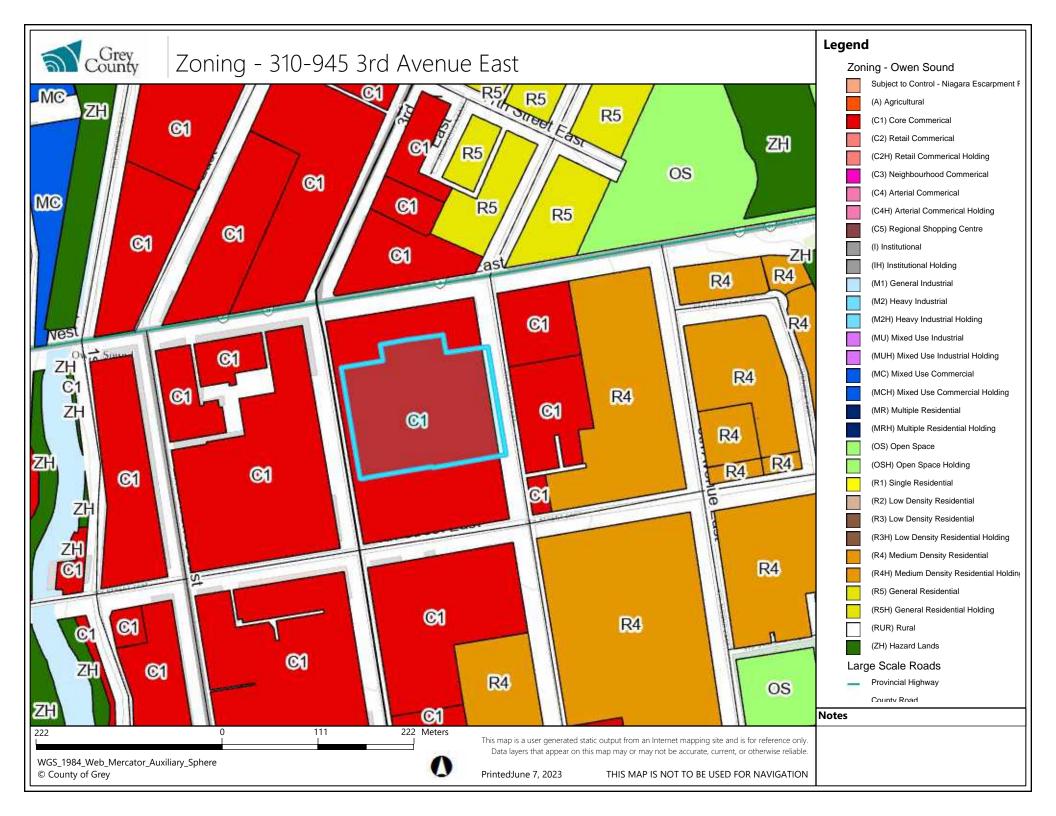
Roll Number	Address	Assessed Value	Acerage
4259040029011010118 4	No Address Assigned	No Assessment Provided	No Acerage Provided
		Notice: Assessed value	may not reflect current market value MPAC

Legal Description Property Use NEC Designation No Description Provided No Uses Provided Outside the Niagara Escarpment Plan Area

Zoning

Core Commerical





Status Certificate

(Under subsection 76 (1) of the Condominium Act, 1998)

GREY STANDARD CONDOMINIUM CORPORATION NO. 106 (known as the "Corporation") certifies that as of the date of this certificate:

General Information Concerning the Corporation

1. Mailing Address: 945 3rd Avenue East, Unit 218, Owen Sound, ON N4K 2K8

2. Address for Service: 945 3rd Avenue East, Unit 218, Owen Sound, ON N4K 2K8

3. Name of property manager: 2159417 Ontario Ltd Attn: Debbie McKague

Address: 945 3rd Avenue East, Unit 218, Owen Sound, ON N4K 2K8

Telephone number: 519-376-7552

4. The directors and officers of the Corporation are:

<u>Name</u>	<u>Position</u>	Address for Service	Telephone Number
Colangelo, Paul	President/Secretary Treasurer/Director	24 Mount View Court, Collingwood, ON L9Y 5A9	
Gillespie, Robert	Director	945 3 rd Avenue East, Unit 319 Owen Sound, ON N4K 2K8	9
Jamieson, William	Director	945 3 rd Avenue East, Unit 320 Owen Sound, ON N4K 2K8)

Common Expenses

- 5. The owner of Unit 10 Level 3 for the dwelling unit, Unit 111, Level 1 for the parking unit and Unit 50, Level 3 for the storage unit, Grey Standard Condominium Plan No. 106 being Suite 310 at 945 3rd Avenue East, Owen Sound, registered in the Land Registry Office for the Land Titles Division of Grey (No. 16) is not in default in the payment of common expenses.
- 6. A payment on account of common expenses for the unit in the amount of \$368.91 is due on July 1, 2023 for the period from the 1st day of July 2023 to the last day of July 2023. This amount includes the amount of any increase since the date of the budget of the Corporation for the current fiscal year (September 1, 2022 August 31, 2023) as described in paragraph 10.
- 7. The Corporation has the amount of \$ NIL in prepaid common expenses for the unit.
- 8. There are no amounts that the *Condominium Act, 1998* requires to be added to the common expenses payable for the unit.

Budget

9. The budget of the Corporation for the current fiscal year is accurate and is not expected to result in a surplus or deficit.

- 10. Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been increased.
- 11. Since the date of the budget of the Corporation for the current fiscal year, the board has not levied any assessments against the unit to increase the contribution to the reserve fund or the Corporation's operating fund or for any other purpose.
- 12. The Corporation has no knowledge of any circumstances that may result in an increase in the common expenses for the units.

Reserve Fund

- 13. The Corporation's reserve fund amounts to \$252,033.73 as of June 1, 2023.
- 14. A reserve fund study will be conducted before July 2024.
- 15. The balance of the reserve fund at the beginning of the current fiscal year (September 1, 2022 August 31, 2023) was \$215,921.51. In accordance with the budget of the Corporation for the current fiscal year, the annual contribution to be made to the reserve fund in the current fiscal year is \$46,800.00. The board anticipates that the reserve fund will be adequate in the current fiscal year for the expected costs of major repair and replacement of the common elements and assets of the Corporation.
- 16. No Notice has been sent to the owners under subsection 94(9) of the Condominium Act, 1998.
- 17. There are no plans to increase the reserve fund under a plan proposed by the board under subsection 94(8) of the *Condominium Act*, 1998, for the future funding of the reserve fund except the annual reserve allocations as stated in the reserve fund study to increase by 2% for fiscal 2022 and then to increase by 2% each year thereafter.

Legal Proceedings, Claims

- 18. There are no outstanding judgments against the Corporation.
- 19. The Corporation is not a party to any proceeding before a court of law, an arbitrator or an administrative tribunal.
- 20. The Corporation has not received a notice of or made an application under section 109 of the Condominium Act, 1998 to the Superior Court of Justice for an order to amend the declaration and description, where the court has not made the order.
- 21. The Corporation has no outstanding claim for payment out of the guarantee fund under the Ontario New Home Warranties Plan Act.
- 22. There is currently no order of the Superior Court of Justice in effect appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*.

Agreements with owners relating to changes to the common elements

23. The unit is subject to one or more agreements under clause 98(1) (b) of the *Condominium Act*,

1998 or section 24.6 of Ontario Regulation 48/01 (General) made under the *Condominium Act*,

1998 relating to additions, alterations or improvements made to the common elements by the unit

owner. To the best of the Corporation's information, knowledge and belief, the agreements have been complied with by the parties.

Leasing of Units

24. The Corporation has received notice under section 83 of the *Condominium Act, 1998,* that units 301, 308, 317 and 401 were leased during the fiscal year preceding the date of this status certificate.

Substantial changes to the common elements, assets, or services

25. There are no additions, alterations or improvements to the common elements, changes in the assets of the Corporation or changes in a service of the Corporation that are substantial and that the board has proposed but has not implemented, and there are no proposed installations of an electric vehicle charging system to be carried out in accordance with subsection 24.3(5) of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998*.

Insurance

26. The Corporation has secured all policies of insurance that are required under the *Condominium Act*, 1998.

Phased condominium corporations

27. N/A

28. N/A

Vacant land condominium corporations

29. N/A

Leasehold condominium corporations

30. N/A

31. N/A

32. N/A

Attachments

- 33. The following documents are attached to this status certificate and form part of it:
 - (a) a copy of the current registered Declaration and Bylaw Number One are attached hereto together with a copy of the Rules;
 - (b) a copy of the budget of the Corporation for the current fiscal year;
 - (c) copy of annual audited financial statements and auditor's report;
 - (d) Rules;
 - (e) a list of all current agreements mentioned in section 111, 112 or 113 of the Condominium Act, 1998 and all current agreements between the Corporation and another corporation or between the Corporation and the owner of the unit;
 - (f) a certificate or memorandum of insurance for each of the current insurance policies.
 - (g) a copy of all agreements, if any, described in clause 98(1) (b) of the *Condominium Act,* 1998 that bind the unit.

Rights of person requesting certificate

- 34. The person requesting this certificate has the following rights under subsections 76 (7) and (8) of the *Condominium Act, 1998* with respect to the agreements listed in subparagraph 33 (c) above:
 - 1. Upon receiving a written request and reasonable notice, the Corporation shall permit a person who has requested a status certificate and paid the fee charged by the Corporation for the certificate, or an agent of the person duly authorized in writing, to examine the agreements listed in subparagraph 33 (c) at a reasonable time and at a reasonable location.
 - 2. The Corporation shall, within a reasonable time, provide copies of the agreements to a person examining them, if the person so requests and pays a reasonable fee to compensate the Corporation for the labour and copying charges.

Dated this 6th day of June, 2023.

Grey Standard Condominium Corporation No. 106
(signature)
Name: Paul Colangelo
I/we have authority to bind the Corporation

RULES

2159417 ONTARIO LTD.



GREY STANDARD CONDOMINIUM CORPORATION NO. 106

945 3rd Ave East, Owen Sound

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Grey Standard Condominium Corporation No. 106

RULES

These Rules shall be observed by every owner, tenant, and occupant of this condominium and shall be construed in the singular or plural as the context may require, and each such term shall be deemed to include the other and includes all persons in occupancy of any Unit.

If there is any inconsistency between the Rules and the Declaration, the provisions of the Declaration are paramount.

Article 1 Definitions

- 1.1 Terms used herein shall have ascribed to them the definitions contained in the Act and in the Declaration of the Corporation, and:
 - (a) "Act" means the *Condominium Act, 1998* and the Regulations pursuant to that Act each as amended, supplemented or replaced from time to time and any successor legislation;
 - (b) "Board" shall mean the Board of Directors of the Corporation;
 - (c) "Buildings" or "buildings" shall mean all buildings on the property;
 - (d) "Common Elements" means all the condominium property including any exclusive use portions of the common elements except the Units;
 - (e) "Corporation" shall mean Grey Standard Condominium Corporation No. 106;
 - (f) "Declaration" shall mean the declaration of Grey Standard Condominium Corporation No. 106 as amended from time to time;
 - (g) "Property" shall mean Grey Standard Condominium Plan No. 106;
 - (h) "Telecommunication Device" means any signal transmission or signal reception device, or any roof antenna, satellite dish, or any other antenna, exterior tower antenna, or satellite dish antenna for either radio, television, internet or other reception or transmission, or for any other purpose and includes any exterior tower or other structure or support device that can be used as a support or otherwise in conjunction with any antenna, satellite dish, or other transmission or reception device;
 - (i) "Unit Occupant" means any Unit Owner, any Unit Owner's spouse, child or children, invitee, servant, guest, or tenant and tenant's spouse, child or children, invitee, servant, guest or any other occupant of a Unit in the Property; and
 - (j) "CentreSuites on 3rd Avenue" means the lands in Schedule "A" of the Declaration of the Corporation as amended from time to time.

Article 2 Fire Prevention

- 2.1 No one shall do or permit anything to be done in, within or on the Property that conflicts with any federal, provincial or municipal laws or bylaws relating to fire or increase the risk of fire or the rate of fire insurance on the buildings, or any property kept therein, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner, or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
- 2.2 No combustible material or flammable goods shall be stored in any Unit or on the Common Elements unless stored as prescribed by the Board.

2.3 Barbecuing is only permitted in accordance with the provisions of the Declaration and with the barbecue supplied by the Corporation on the rooftop patio.

Article 3 Traffic and Parking Control

- 3.1 The walkways shall not be obstructed or used for any purpose other than pedestrian ingress to and egress from the Units and parking areas. No driveway shall be obstructed so as to hinder or prevent motor vehicular access thereto by the persons with a right to park a motor vehicle on the driveway in question.
- 3.2 No motor vehicle shall be driven on any part of the Common Elements other than on the roadway and driveways or parking spaces. No motor vehicle shall be parked across a sidewalk or walkway to reach same if the driveway or parking space in question abuts or fronts onto a sidewalk or walkway.
- 3.3 No one shall permit any gasoline, oil or other harmful substance to escape on to the surface of the Parking Units, driveways or Common Elements. No repairs or adjustments to motor vehicles shall be carried out on the Common Elements. Other than as a temporary expedient, mats, trays or other containers may not be placed on the surface of the parking spaces as an alternative to repairing the cause of the escape of the gasoline, oil or other harmful substance.
- 3.4 No one shall park or store anything, including a motor vehicle of any description, in any area marked "no parking."
- 3.5 The Board may from time to time regulate and allocate the use of parking units contained on the Condominium Plan, not designated for use by Unit Occupants by permitting the lease or license of the same on such terms as may be determined by the Board from time to time.

Article 4 Use of Common Elements and Units

- 4.1 No Unit Occupant shall do or permit anything to be done in his or her Unit or on the Common Elements or bring or keep anything therein that will in any way obstruct or interfere with the rights of other Unit Owners or in any way injure or cause legitimate annoyance to them.
- 4.2 No noise caused by any instrument or other device or otherwise howsoever caused, including noise caused by any pet or pets, which, in the opinion of the Board, is calculated to, or may or does disturb the comfort or quiet enjoyment of the Property by another Owner or Owners and/or their families, guests, visitors, employees and persons having business with them, shall be permitted.

Article 5 Animals and Pets

5.1 All Unit Owners and Unit Occupants shall strictly comply with the Declaration provisions pertaining to Animals and Pets.

Article 6 Garbage

6.1 Garbage, recycling and compostable waste (if any) is to be stored, placed and dealt with in accordance with the written requirements of the Board from time to time.

Article 7 General

7.1 No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of any Unit or the Common Elements or inside of any Unit if visible from any abutting street or any other Unit or the Common Elements without the prior written consent of the Board which consent may be refused. The foregoing is not applicable to the Declarant or any Unit owned by the Declarant. The Declarant has the right to approve or disapprove any signage while it still has any ownership interest in Centre Suites on 3rd Avenue.

- 7.2 No entrance or other signs or plaques referring to the Declarant (or related company) as the developer or builder of Centre Suites on 3rd Avenue shall be removed, obscured or covered. No other signage (other than as permitted in the Declaration) of any sort at all is permitted either on the Common Elements or within or on any Unit without the prior written approval of the Declarant while it has any ownership interest in Centre Suites on 3rd Avenue.
- 7.3 Except as approved by the Board in writing, no building or structure or tent or swing set shall be erected and no trailer either with or without living, sleeping, or eating accommodation shall be placed located, kept or maintained on any part of the Common Elements.
- 7.4 Other than as set out below, no bicycles, carriages, wagons, or shopping carts shall be left at the front of any building or upon the walks or other areas of the Common Elements generally visible from the other Units. No one will use any such area for the repair or the cleaning of wagons, carriages, bicycles and carts. No one will use any driveway area provided for the parking of an automobile or any other common element area for the storage or repair of any motor vehicle or trailer. Nothing herein precludes using designated bicycle racks or rooms regardless of location.
- No window air-conditioners are permitted. No air conditioning equipment nor heat pump nor similar equipment and machinery and other noise generating equipment appurtenant to or used in connection with any Unit (all of which are collectively referred to herein as "AC Equipment") is permitted save and except AC Equipment that has been preapproved in writing by the Board or the Declarant. In the absence of reasonable grounds to refuse same, the Board and the Declarant shall approve applications for the foregoing. The external elements and components of any such AC Equipment may only be located where permitted by the Board or the Declarant. The foregoing part of this paragraph is not applicable to AC Equipment placed by or on behalf of the Declarant. All AC Equipment must be kept in good repair by the Owner of same so that the noise from same is kept as low as is reasonably possible. All components of such AC Equipment shall form part of the Unit the same service so that the Unit Owner of the said Unit is responsible to maintain, repair (after damage or otherwise) and replace the same as required by the Board or the Declarant.
- 7.6 The occupants of a Unit will be held responsible for any damage to the Common Elements caused by moving furniture and/or other items in and out of his or her Unit.
- 7.7 The manholes, closets and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, garbage, rubbish, rags, ashes or other substance shall be thrown therein. Any damage resulting to them from the misuse or from unusual or unreasonable use shall be borne by the occupants causing such damage.
- 7.8 Water shall not be left running, unless in actual use either outside or within the premises.
- 7.9 Neither the Board nor any member thereof nor the Corporation shall be liable for any loss or damage or theft to any Unit Owner's or occupant's goods or chattels stored in any storage space provided or permitted by the Corporation.
- 7.10 No noise of any kind, which, in the opinion of the Board or its agent, may disturb the comfort of any other occupant of the condominium plan shall be permitted by anyone nor shall any noise whatsoever, including the playing of musical instruments, be repeated or persisted in after request by the Board or its agent to discontinue the same, including any noise caused by any congregation of persons in any Unit or portion or portions of the Common Elements. Organs, violins, and other musical instruments shall not be played by anyone in any Unit or on the Common Elements after 11:00 p.m. The sound of radios, record players, digital music players, tape recorders, and television sets in Units or on the Common Elements shall be maintained at a level which, in the opinion of the Board or its agent, is calculated not to disturb the comfort of any other occupant and the level of sound therefrom shall, upon the request of the Board or its agent, be sufficiently reduced so that the same is in the opinion of the Board or its agent, not disturbing to the comfort of any other person.

- 7.11 Each occupant must obtain and maintain contents insurance for his or her own furnishings, including personal possessions, and to further insure such occupant with an appropriate legal liability policy as well as such other insurance as may be recommended by his or her insurance agent whose advice each occupant is urged to obtain. All such policies are to be at the expense of the occupant. In addition, each occupant must obtain insurance of the improvements to his or her unit. Improvements are determined by reference to the standard unit definition that is set out in the bylaw(s) of the Corporation.
- 7.12 No skateboarding is allowed anywhere on the condominium property.
- 7.13 Every Unit Occupant shall become familiar with, comply with and adhere to the provisions and terms of the Declaration, Bylaws and Rules of the Corporation.

Article 8 Rules from the Declaration

The following Rules are provisions from the condominium Declaration. These provisions have been included in the Rules for ease of reference. Note that any changes made to the following Rules by a subsequent Board will not affect the provisions in the Declaration.

Traffic and Parking Control

- In the absence of the prior written permission of the Board, only the motor vehicle(s), as defined below of a Unit Occupant may be parked in that Unit's designated parking area(s) (i.e., Parking Unit. No part of any motor vehicle, while parked in the Unit's designated parking area, shall, at any time, extend beyond the designated parking area so as to encroach into other areas of the Condominium Plan. No motor vehicle of any kind may be parked or left on any other portion of the Common Elements by anyone except with the written permission of the Board.
- 8.2 Only motor vehicles permitted by this Article that are operable, with a current motor vehicle license and insurance, as is required to permit the operation of that motor vehicle on the highways of Ontario, may be parked in any designated parking area.
- 8.3 There shall be no outdoor parking or storage of derelict vehicles of any kind on or in any Unit or the Common Elements of this Condominium Plan.
- 8.4 In the absence of the prior written permission of the Board, only bona fide visitors (as determined by the Board in its absolute discretion) to a Unit may use the areas marked for visitor parking (if any). The Board may set rules governing the use of visitor parking and it shall be each Unit Owner's responsibility to ensure that visitors to such Unit Owner's Residential Unit are aware of and comply with all current parking rules. Notwithstanding the foregoing, no overnight parking is permitted in any area marked for or designated for visitor parking without the express written consent of the Board.
- Only motorcycles, automobiles, station wagons, vans, sport utility vehicles and pick-up trucks of a Unit Occupant may be parked on or in any Unit (and then only in areas designed for and appropriate for parking of motor vehicles) or the permitted areas of the Common Elements of this Condominium Plan.
- 8.6 The Board, in its sole discretion, has the right to determine what constitutes a Recreational Vehicle and shall have the further absolute right to require that a Unit Owner remove a Recreational Vehicle from the driveway or roadway if the said Board believes the presence of the Recreational Vehicle is violating any Rule or provision of the Declaration, including restricting traffic.
- 8.7 One (1) or more of the parking spaces to be created within this Condominium Plan will be designated as "Barrier Free Parking Unit(s)". The Board is authorized and empowered to allocate any such designated Barrier Free Parking Unit(s) for use by one (1) or more Unit Occupants of the Condominium Plan and it is expected that such use will likely be restricted to

persons who are entitled to make use of municipal barrier free parking unit. The Board is entitled to charge a fee for such use as a precondition to such use. No Unit Occupant has any rights to make use of any such designated Barrier Free Parking Unit(s). The Board has discretion to decide who is to use such Barrier Free Parking Unit and on what terms and for what period of time and to revoke any permission given to use the same. No person who is allocated the use of any such Barrier Free Parking Unit(s) shall have any rights to license or lease same. Should any person entitled to use a Barrier Free Parking Unit purport to license or lease such Barrier Free Parking Unit, such person's right to use the Barrier Free Parking Unit shall immediately terminate. The Board has the right, as a condition of such approval, to require any Unit Occupant who is allocated the use of a Barrier Free Parking Unit to give up such Unit Occupant's rights to any Parking Unit or parking spaces such Unit Occupant has the right to use and allow the same to be used for visitor or other parking as determined by the Board from time to time for so long as the Unit Occupant has the use of a Barrier Free Parking Unit. The discretion of the Board in this regard includes the right to allow the use of any such Barrier Free Parking Unit(s) by visitors to the Condominium Plan who may or may not be considered disabled or otherwise qualify to use the same on account of the designation as being reserved for persons considered disabled.

General

8.8 There shall be no Telecommunication Device erected, fixed, resting by its own weight or otherwise, hanging, or otherwise visible anywhere on the Lands or any building or structure thereon or present or visible from any abutting street or any other Unit or Common Elements on any of the Condominium Plan, except in accordance with criteria established by the Board which has the authority to prohibit any and all Telecommunication Devices that are so visible.

Article 9 Cannabis

9.1 Definitions

(a) The definition of "growing" shall include, but not be limited to, seeding, planting, cultivating, pruning, storing or any other activity related to the growing of plants.

9.2 Growing Cannabis

(a) No one is permitted to grow cannabis or similar products in or on the units or common elements.

9.3 Miscellaneous

- (a) Severability: Each of the provisions of this rule shall be deemed to be independent and severable. The invalidity of any part or parts of this rule shall not impair or affect, in any manner, the validity and enforceability of the balance thereof.
- (b) Waiver: No restriction, condition, obligation or provision contained in this rule 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.
- (c) Any rules that are inconsistent with this new rule are deemed amended accordingly. The remainder of the rules shall continue in force and effect without amendment.

Resolution of the Board of Directors of Grey Standard Condominium Corporation No. 106 (the "Corporation")

These resolutions are made at a duly commenced meeting of the Board of Directors, held on August 9, 2022, and are signed by all directors entitle to vote on the resolution at a meeting of the Board of Directors:

WHEREAS:

- A. The current fiscal year of the Corporation ends on August 31, 2022; and
- B. A new budget for the Corporation is required for the upcoming fiscal year of the Corporation commencing on September 1, 2022.

NOW THEREFORE BE IT RESOLVED THAT

- The budget attached hereto as Schedule "A" to this resolution be and is hereby adopted as the budget of the Corporation for the fiscal year commencing September 1, 2022.
- The above noted budget shall be effective as of September 1, 2022 and continue to be in effect until such time that the Board prepares and adopts a new budget.

Dated the 9th day of August 2022

Paul Colangelo - Director

Steve Simpson - Director

Bobby Gillespie - Director

SCHEDULE "A"

The Professional Centre & CentreSuites on 3rd Avenue APPROVED BUDGET September 1, 2022 to August 31, 2023

Declaration Schedules D and E Expenses (payable by both Commercial & Residential Units)

2200	Has MYSHAN MASHO	,	APPROVE 2023
No.	Description Outside Work	_	BUDGE
5210	Landscape Maintenance-spring/fall cleanup, lawn cutting, flower & shrubs, mulch, etc	┙,	nene
	Snow Removal - includes salt and snow haulage	\$	
	Waste Removal -both residential & commercial	\$	36,0
	Maintenance & Repair Storm & Sanitary Lines & Laterals	\$ \$ \$ \$ \$	6,0
	Maintenance & Repair Sidewalks & Curbs	2	6
	Maintenance & Repair Parking Lot - includes line painting	9	50
	Maintenance & Repair Signage-all exterior signage	3	21
	Misceilaneous Repairs-not including building maintenace and/or repairs other than roofs	2	5
	Parking Lot Cleaning-power sweeping	\$	7
3330	Subtotal	\$	50,7
	Building & Systems	٦,	30,7
5200	Pest Control	- ,	3
700000000	Maintenance & Repair Building and Structures		
	Maintenance & Repair Roof	5	5,1
	Inspection & Maintenance of Fire & Life Safety(fire alarms, extinguishers, sprinklers, lighting)	S	3,6
	Maintenance & Repair HVAC	Š	12,0
	Elevator Monitoring (Lula \$20.06/month; Resid & fire \$62.02/month)DAMAR \$610 annual	\$ \$ \$ \$ \$ \$ \$ \$	1,8
	Elevator Inspection & Maintenance (\$972.32Q Lula;\$1581.22Q Resid. Plus TSSA fees\$580)	Š	11,4
	Maintenace & Repair to other building systems	5	1,2
	Maintenance & Repair Electrical	Ś	3,6
	Maintenance & Repair Plumbing & Annual Inspection	Ś	1,5
	Exterior Window Cleaning (Spring and Fall)	\$	5,5
	Security Systems, BuildingIntercom and Entrance Systems & Cameras	\$	6
	Subtotal	\$	49,0
cenn	Insurance		1222
5600	Public Liability & Property Damage and Property Manager, Directors' & Officers' Insurance Subtotal	\$	31,20
-	Administrative and Professional Fees	٦,	31,20
5500	Management Fees	s	38,57
	Financial Audit (audit costs)	\$	6,00
	Office and Meetings (CETV'S\$45.68/month)	Š	1,20
	Legal Fees	\$	97
	Bank Charges	\$	91
	Subtotal	\$	47,64
	Engineering	٦	*****
5700	Performance Audit	\$	
5705	Reserve Fund Study paid for from Reserve Fund (no budget required this year)	\$	
	Subtotal Sub	\$	
	TOTAL OPERATING EXPENSES	\$	178,59
5710	Contribution to Reserve Fund (2.8% increase)	\$	46,80
A.	Total Expenses before additional common expenses outlined below	\$	225,39
	Declaration Schedules D1 and E1 Expenses (payable by RESIDENTIAL Units only)		
5000	Electricity (common elements only)	6	24.55
	Water & Sewage (common elements and residential units)	5	21,60
	Gas (heat and hot water, common elements only)	\$ \$ \$	32,80
	Janitorial and Cleaning Supplies	\$	6,60 9,60
	Subtotal	\$	70,60
4776		770	(C)
	Declaration Schedules D2 and E2 Expenses (payable by COMMERCIAL Units only)		70.00
	Janitorial and Cleaning Supplies (Wages, Cleaning contractor, supplies & equipment)	\$	70,08
	C		70.00
	Subtotal	\$	70,08

-	4 1	r
	•	-

CSID	CERTIFICA	ALE OF I	PKUPE	RIYINSURANC	E	
This certificate is issue	d as a matter of information only and This certificate does not ame					nsurer.
1. CERTIFICATE HOLDER - NA	ME AND MAILING ADDRESS			JLL NAME AND MAILING ADDR		
To Whom It May Concern				ndominium Corporation No. 106		
		9	45 3rd Avenue Ea	ast		
	POSTAL CODE	C	Owen Sound	Ontario	POS	TAL N4K 2K
3. LOCATION OF PREMISES / D	ESCRIPTION OF PROPERTY TO WHICH				T COL	<u>'E</u>
945 3rd Avenue East, Owen Sound	d, Ontario N4K 2K8					
4. COVERAGES						
	of insurance listed below have been issue	ed to the insured r	named above for	the policy period indicated notwit	hstanding any reg	uirements, terms
or conditions of any contract or otl subject to all terms, exclusions an	her document with respect to which this of	certificate may be	issued or may pe	ertain. The insurance afforded by	the policies desc	ribed herein is
	INSURANCE COMPANY	EFFECTIV		LIMITS OF (Canadian dollars unl	INSURANCE	anwisa)
TYPE OF INSURANCE	AND POLICY NUMBER	YYYY/MM/[DATE DD YYYY/MM/DD	,	DEDUCTIBLE	AMOUNT OF
✓ PROPERTY	Travelers Canada - CCP2277989			P.O.E.D RC ACV		INSURANCE
NAMED PERILS	Travelers Carrada COI 2277303	2021/09/1	3 2022/09/13	☑ BUILDING ☑ RC □ ACV	\$5,000	\$17,715,376
✓ BROAD FORM✓ CO-INSURANCE % 100				□ EQUIPMENT □ RC □ ACV		
STATED AMOUNT				STOCK RC ACV		
MARGIN CLAUSE %				☑ C.O.E.D ☑ RC ☐ ACV	\$5,000	\$2,295
				☐ BUSINESS INCOME		
				☐ EXTRA EXPENSE		
				☐ RENTAL INCOME		
				✓ EARTHQUAKE	5% or \$50,000	
				FLOOD		
				SEWER BACKUP	\$5,000	
INLAND MARINE				CONTRACTOR'S EQUIPMENT		
NAMED PERILS■ BROAD FORM				CARGO		
ACTUAL CASH VALUE						
REPLACEMENT COST						
BOILER & MACHINERY/ EQUIPMENT BREAKDOWN OPTION #	Travelers Canada - CCP2277989	2021/09/1	3 2022/09/13		\$5,000	\$17,717,671
5. ADDITIONAL INFORMATION						
Condominium Corporation - Reside						
6. CANCELLATION						
7. BROKERAGE/AGENCY FULL	L NAME AND MAILING ADDRESS	8	INTERESTED	PARTY NAME AND MAILING AI	DDRESS	
ΓG Group Inc						
920 1st Avenue West						
Suite 300						
Owen Sound	ON POSTAL	N4K 4K5				POSTAL CODE
BROKER CLIENT ID: GREYS6	CODE		ATURE OF INTE	REST:		CODE
	ON	IN IN	WOLF OLINIE	ALUI.		
	UN		CONTACT INFORMA	ATION		
ISSUER TG Group Inc					PE Cell NO.	
AUTHORIZED REPRESENTATIVE T	aylor Graham		EMAIL ADDRESS 1	aylor@tg-group.ca		
SIGNATURE OF	All Control of the Co	<u> </u>		DATE January 21, 2022		



Grey Standard Condominium Corporation No. 106

Report to the Board of Directors

For the year Ended August 31, 2021



Baker Tilly SGB LLP 945 3rd Ave. E. Suite 201 P. O. Box 460 Owen Sound, ON Canada, N4K 5P7

D: + 1 519-376-5850 1 800-567-7234

F: + 1 519-376-5532

owensound@bakertilly.ca www.bakertilly.ca

December 08, 2021

Grey Standard Condominium Corporation No. 106 c/o 2159417 Ontario Ltd. 218-945 3rd Avenue East Owen Sound, ON, N4K 2K8

To the members of the Board of Directors of

Grey Standard Condominium Corporation No. 106

We have been engaged to express an audit opinion on the financial statements of Grey Standard Condominium Corporation No. 106 ("the corporation") for the year ended August 31, 2021. We have completed our audit and are pleased to report our findings to date.

The purpose of this report is to summarize certain aspects of the audit that we believe to be of interest to the Board of Directors. This report should be read in conjunction with the draft financial statements and our report thereon, as well as our audit planning letter previously forwarded to you.

We have received full cooperation during the course of our audit and unrestricted access to all documents, books and records. We did not encounter any significant difficulties during the audit.

This report is confidential and is intended solely for the use of the Board of Directors in discharging its responsibilities with respect to the financial statements, and should not be used for any other purposes. No responsibility for loss or damages, if any, to any third party is accepted as this report has not been prepared for, and is not intended for, any other purposes. This report is a by-product of the audit and is therefore a derivative communication, and would not necessarily identify all matters that may be of interest to the Board of Directors in fulfilling its responsibilities. This report should not be distributed to others outside the corporation without our prior written consent.

We wish to express our appreciation for the cooperation and assistance received from the management and staff during the course of our audit.

We look forward to discussing the contents of this report and answering any questions you may have.

Yours Truly,

Baker Tilly SGB LLP

Chartered Professional Accountants

Bater Tilly SGBLLP

AUDIT • TAX • ADVISORY



Audit Scope and Objectives

Our audit of the financial statements was designed to obtain reasonable, rather than absolute, assurance as to whether the financial statements are free of material misstatement. We developed our audit approach based on the risk assessment and understanding of control systems design and implementation. Our risk assessment was based on our understanding of the entity, industry, customer and supplier relationships, and analysis of financial information provided prior to the start of the audit.

Materiality

Materiality is the term used to describe the significance of financial statement information to decision makers. An item of information, or an aggregate of items, is material if it is probable that its omission or misstatement would influence or change a decision. Materiality is a matter of professional judgement in the particular circumstances.

Materiality was used throughout the audit and in particular when:

- a) Identifying and assessing risk of material misstatement;
- b) Determining the nature, timing and extent of further audit procedures; and
- c) Evaluating the effect of uncorrected misstatements, if any, on the financial statements and in forming an opinion on the auditor's report.

We set a preliminary materiality of \$7,000 based on our audit planning, which remained unchanged throughout our audit.

Audit Approach

The objective of the tests of controls is to evaluate whether certain controls operated effectively. The objective of the tests of details is to detect material misstatements in the account balances and transaction streams. Substantive analytical procedures are used to identify differences between recorded amounts and predictable expectations in larger volumes of transactions over time.

We determined, based on our understanding of internal controls, that limited reliance would be placed on on the system of internal controls due to:

- relative size of the Organization
- management structure
- nature and volume of transactions processed during the year

Testing of internal controls, was not, in our view, cost effective for the level of assurance such tests would provide.

We adopted a substantive approach for the audit.



Significant Audit, Accounting and Financial Reporting Matters

i. Accounting policies

Management is responsible for the appropriate selection and application of accounting policies. Our role is to review the appropriateness and application as part of our audit. The significant accounting principles and policies are disclosed in the notes to the financial statements.

The Board of Directors has a responsibility to review the accounting policies adopted by the corporation and where alternative policies are available, make determinations as to the most appropriate policies to be adopted in the circumstances. If members of the Board of Directors believe that the adoption of, or change in, accounting policies may produce inappropriate or misleading financial reporting, this concern must be discussed with management and with us.

Our views on the qualitative aspects of accounting practices used in the entity's financial reporting are intended to assist the Board of Directors in its review of the financial statements. Matters addressed below include items that affect the understandability, relevance, reliability and comparability of the financial statements:

Changes in significant accounting policies, including adoption of new standards	There were no new accounting policies adopted or changes to the application of accounting policies of the corporation during the year.
Accounting policies that are unique to the industry, or relate to controversial or emerging areas	There are no controversial policies or those unique to the industry.
Existence of alternative policies and methods	No significant items to report.
Timing of occurrence and recognition of transactions	No significant items to report.

Conclusion

In our judgment, the significant accounting practices, selected and applied by management are, in all material respects, acceptable under Canadian Accounting Standards for Not-for-Profit Organizations and are appropriate to the particular circumstances of the corporation.

ii. Areas of judgement and significant risks

Management is responsible for the accounting estimates included in the financial statements. Estimates and the related judgements and assumptions are based on management's knowledge of the business and past experience about current and future events.

Our responsibility as auditors is to obtain sufficient appropriate evidence to provide reasonable assurance that management's accounting estimates are reasonable within the context of the financial statements as a whole. An audit includes performing appropriate procedures to verify: the calculation of accounting estimates; analyzing of key factors such as underlying management assumptions; materiality of estimates individually and in the aggregate in relation to the financial statements as a whole; estimate's sensitivity to variation and deviation from historical patterns; estimate's consistency with the entity's business plans; and other audit evidence.



Significant Audit, Accounting and Financial Reporting Matters (Cont'd)

Certain accounting estimates are particularly sensitive because they involve a significant degree of judgement and may have a range of possible outcomes.

There are no significant accounting estimates, risk areas or disclosures that have a pervasive impact on the financial statements.

Conclusion

In our judgment, the significant accounting estimates made by management are in all material respects free of possible management bias and of material misstatement. The audit procedures performed in the areas noted above were consistent with those set out in our Audit Plan. The accounting treatment of the items noted above and related disclosures are appropriate and in accordance with Canadian Accounting Standards for Not-for-Profit Organizations. The results of our audit procedures were satisfactory.

Misstatements

Misstatements are categorized as corrected audit misstatements and uncorrected audit misstatements. These include disclosure deficiencies as well.

Significant Misstatements

In the course of our audit, we have not found any material misstatements or unadjusted items that, in aggregate, exceed materiality thresholds established for the audit, nor have we found significant misstatements that would likely cause future financial statements to be materially misstated.

Uncorrected Misstatements

In the course of our audit, we have not identified any uncorrected financial statement misstatements or disclosure deficiencies.



Other Required Communication

Audit independence	As communicated previously to the Board of Directors, we are not aware of any relationship between the corporation and us that, in our professional judgment, may reasonably be thought to bear on our independence.
	Accordingly, we hereby re-confirm that our engagement team, our Firm and the other Baker Tilly offices are independent with respect to the corporation within the meaning of the Rules of Professional Conduct Rule 204 of the Chartered Professional Accountants of Ontario.
Auditor's report	We anticipate that our Independent Auditors' Report will be issued without modification.
	Our Independent Auditors' Report will be dated no earlier than the date on which we have obtained sufficient appropriate audit evidence on which to base our audit opinion on the financial statements, including evidence that all the statements and disclosures that comprise the financial statements have been prepared and the Board has approved the financial statements.
Illegal acts, fraud, intentional misstatements and errors	Testing during our audit did not reveal any illegal, improper or questionable payments or acts, nor any acts committed with the intent to deceive, involving either misappropriation of assets or misrepresentation of assets or misrepresentation of financial information.
Non-compliance with laws and regulations	We did not identify any non-compliance with laws and regulations.
Related party transactions	All related party transactions that were identified during the audit have been disclosed in the notes to financial statements, recorded in accordance with Canadian Accounting Standards for Not-for-Profit Organizations, and have been reviewed with you. Management has advised that no other related party transactions have occurred that have not been disclosed to us. The Board of Directors is required to advise us if it is aware of or suspects any other related party transactions have occurred, which have not been disclosed in the financial statements.
Significant deficiencies in internal control	We are required to communicate significant deficiencies in internal control identified during the audit to the Board of Directors. A significant deficiency is a deficiency or combination of deficiencies in internal control that, in our view, is of sufficient importance to merit the attention of the Board of Directors.
	We did not identify any deficiencies in internal control that we consider to be significant.
Internal control recommendations and management letter	Our understanding and testing of the corporation's systems of internal control over financial reporting was planned and conducted to enable us to properly plan the audit and to express an opinion on the financial statements. It was not designed for, and was insufficient to express, an opinion as to the effectiveness or efficiency of the corporation's controls.
	There are no internal control matters that we wish to bring to management's attention.



Other Required Communication (Cont'd)

Consultations with other accountants	Management may consult with other accountants about auditing and accounting matters to obtain a "second opinion". When an entity requests that another accountant provide a written report or oral advice on the application of accounting principles to a specific transaction or the type of opinion that may be rendered on the entity's financial statements, we are required to ensure that the accountant has ensured that the reporting accountant has knowledge of all facts and circumstances and has conducted the engagement in accordance with CAS on the Reports on the Application of Accounting Principles.
	We are not aware of any consultations that have taken place with other accountants.
Significant difficulties or disagreements with management	We are required to communicate any disagreements with management, whether or not resolved, about matters that are individually or in aggregate significant to the corporation's financial statements or auditor's report. Disagreements may arise over matters such as selection or application of policies, assumptions used, judgements made, disclosures, scope of the audit or wording of the auditor's report. In the course of our audit, we did not have any significant disagreements with management, nor were we under any significant time pressures or poor working conditions. We are not aware of any cause for concern as to
	management's attitude, competence or credibility with respect to matters affecting the financial statements.
Written representations requested from management	As part of our audit, we request that management prepare a letter to us to reaffirm various representations that they have provided to us and we have relied upon.
Significant matters discussed with management	There were no significant matters arising from the audit discussed with management.

FINANCIAL STATEMENTS

AUGUST 31, 2021



GREY STANDARD CONDOMINIUM CORPORATION NO. 106 TABLE OF CONTENTS AUGUST 31, 2021

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of Grey Standard Condominium Corporation No. 106:

Opinion

We have audited the financial statements of **Grey Standard Condominium Corporation No. 106** (the Corporation), which comprise the statement of financial position as at August 31, 2021 and the statements of operations and changes in fund balances and a cash flow statement for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Corporation as at August 31, 2021, and results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for Opinion

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

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

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

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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



INDEPENDENT AUDITOR'S REPORT CONTINUED

Auditor's Responsibilities for the Audit of the Financial Statements Continued

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

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

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

BAKER TILLY SGB LLP

CHARTERED PROFESSIONAL ACCOUNTANTS

LICENSED PUBLIC ACCOUNTANTS

Bater Telly SGBLLD

Owen Sound, Ontario December 8, 2021

GREY STANDARD CONDOMINIUM CORPORATION NO. 106 STATEMENT OF FINANCIAL POSITION AS AT AUGUST 31

	Operating Fund	Reserve Fund	Total 2021	Total 2020
	\$	\$	\$	\$
	ASSETS			
CURRENT:				
Cash	22,508	169,773	192,281	176,612
HST Receivable	4,767	, -	4,767	808
Interfund Balance	2,005	(2,005)	-	-
Prepaid Expenses	3,901	-	3,901	5,890
TOTAL ASSETS	33,181	167,768	200,949	183,310
CURRENT:				
CURRENT:				
	7.550		7.550	7.700
Accounts Payable and Accruals	7,552	-	7,552	7,790
	3,715	- -	3,715	12,414
Accounts Payable and Accruals	•	- - -		
Accounts Payable and Accruals Prepaid Common Element Fees	3,715	- - -	3,715	12,414
Accounts Payable and Accruals Prepaid Common Element Fees FUND BALANCES:	3,715 11,267	- - -	3,715 11,267	12,414 20,204
Accounts Payable and Accruals Prepaid Common Element Fees FUND BALANCES: Operating Fund	3,715	- - - 167.768	3,715 11,267 21,914	12,414 20,204 47,403
Accounts Payable and Accruals Prepaid Common Element Fees FUND BALANCES:	3,715 11,267	- - 167,768 167,768	3,715 11,267	12,414 20,204
Accounts Payable and Accruals Prepaid Common Element Fees FUND BALANCES: Operating Fund	3,715 11,267 21,914		3,715 11,267 21,914 167,768	12,414 20,204 47,403 115,703
Accounts Payable and Accruals Prepaid Common Element Fees FUND BALANCES: Operating Fund	3,715 11,267 21,914		3,715 11,267 21,914 167,768	12,414 20,204 47,403 115,703

ON BEHALF OF THE BO	ARD
4.Cert	Director
	Director

GREY STANDARD CONDOMINIUM CORPORATION NO. 106 STATEMENT OF OPERATIONS AND CHANGES IN FUND BALANCE - OPERATING FUND FOR THE YEAR ENDED AUGUST 31

	Actual 2021 \$	Budget 2021 \$ (Note 5)	Actual 2020 \$	Budget 2020 \$ (Note 5)
REVENUE:				
Common Element Assessments				
(Note 7)	242 422	242 421	240.271	242 421
CommercialResidential	243,432	243,431	249,271	243,431
Other Income	106,589 301	106,589	100,390 300	106,589
Other income	350,322	350,020	349,961	350,020
Less: Allocation to Reserve Fund	330,322	330,020	347,701	330,020
(Note 3)	(54,640)	(44,640)	(43,800)	(43,800)
_	295,682	305,380	306,161	306,220
EXPENDITURES (Schedule 1):				
Outside Work	32,649	43,163	37,946	50,550
Building and Systems	76,521	48,624	73,105	38,450
Insurance	25,788	26,400	24,458	26,400
Administrative and Professional	,	,	,	,
Fees	45,962	48,373	47,495	52,000
Residential Common Areas				
- Utilities and Janitorial	49,723	45,220	44,116	45,220
Commercial Common Areas - Janitorial	90,528	93,600	89,667	93,600
		-		
-	321,171	305,380	316,787	306,220
EXCESS OF REVENUE OVER EXPENDITURES FOR THE YEAR (EXPENDITURES OVER REVENUE)	(25,489)	-	(10,626)	-
FUND BALANCE, BEGINNING OF YEAR	47,403	-	58,029	
FUND BALANCE, END OF YEAR	21,914		47,403	

GREY STANDARD CONDOMINIUM CORPORATION NO. 106 STATEMENT OF OPERATIONS AND CHANGES IN FUND BALANCE - RESERVE FUND FOR THE YEAR ENDED AUGUST 31

	2021 \$ (Note 3)	2020 \$
REVENUE:	74.640	42.000
Allocation of Common Element Assessments Interest Income	54,640 289	43,800 563
	54,929	44,363
EXPENDITURES:		
Reserve Fund Study	2,864	
EXCESS OF REVENUE OVER EXPENDITURES FOR THE		
YEAR	52,065	44,363
FUND BALANCE, BEGINNING OF YEAR	115,703	71,340
FUND BALANCE, END OF YEAR	167,768	115,703

GREY STANDARD CONDOMINIUM CORPORATION NO. 106 CASH FLOW STATEMENT FOR THE YEAR ENDED AUGUST 31

	2021 \$	2020 \$
CASH PROVIDED BY (USED FOR):		
OPERATING ACTIVITIES:		
Excess of Revenue over Expenditures (Expenditures over Revenue)		
for the Year	(25,489)	(10,626)
Changes in:		
Due from Related Parties	-	5,885
Prepaid Expenses	1,989	(1,940)
Accounts Payable and Accrued Liabilities	(238)	(458)
HST Payable	(3,959)	(13,148)
Prepaid Common Element Fees	(8,699)	12,414
Reserve Fund Balance	52,065	44,363
INCREASE IN CASH DURING YEAR	15,669	36,490
CASH AT BEGINNING OF YEAR	176,612	140,122
CASH AT END OF YEAR	192,281	176,612
CASH CONSISTS OF:		
Operating Fund Cash	22,508	61,730
Reserve Fund Cash	169,773	114,882
-	102 291	
≡	192,281	176,612

NOTES TO THE FINANCIAL STATEMENTS AS AT AUGUST 31, 2021

1. PURPOSE OF THE CORPORATION

The Corporation was incorporated without share capital and registered on September 13, 2017 under the Condominium Act of Ontario, qualifies as a not for profit organization and is income tax exempt pursuant to Section 149(1)(1) of the Income Tax Act.

The purpose of the Corporation is to manage and maintain the common elements and to provide common services for the benefit of the owners of the 50 commercial and 31 residential units of the complex.

2. SIGNIFICANT ACCOUNTING POLICIES

These financial statements have been prepared in accordance with Canadian accounting standards for not-for-profit organizations, which are applicable to Ontario Condominium Corporations.

The following is a summary of certain significant accounting policies followed in the preparation of the financial statements:

(A) FINANCIAL INSTRUMENTS

The Corporation considers any contract that creates a financial asset, a financial liability or equity instrument as a financial instrument, except in limited items such as leases and loan commitments.

Initial recognition and measurement

A financial asset or a financial liability is recognized when the Corporation becomes a party to the contractual provisions of the financial instrument.

Financial assets originated or acquired or financial liabilities issued or assumed in an arm's length transaction, are initially measured at their fair value.

Subsequent measurement

Changes in fair value of investments in equity instruments are recognized in operations in the period incurred. All other financial assets and financial liabilities are measured at amortized cost.

Impairment

At the end of each reporting period, the Corporation assesses whether there are any indications that financial assets measured at cost or amortized cost may be impaired.

NOTES TO THE FINANCIAL STATEMENTS AS AT AUGUST 31, 2021

2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(B) FUND ACCOUNTING

The Corporation follows the restricted fund method of accounting for revenue.

The Operating fund accounts are for the Corporation's administrative activities and regular maintenance.

The Reserve fund reports revenue and expenses related to major repairs and replacement for the common elements and the assets of the Corporation. All major repairs and replacements of the common elements are charged directly to the reserve fund. The entity segregates amounts accumulated for the purpose of financing future charges to the reserve fund in a separate bank account for use only in that purpose. Investment income earned within the reserve fund account is reported as revenue in the fund.

(C) USE OF ESTIMATES

The preparation of financial statements in conformity with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. These estimates are reviewed periodically, and, as adjustments become necessary, they are reported in excess of revenue over expenses in the period in which they become known. Actual results could differ from those estimates.

(D) COMMON ELEMENTS

The common elements of the Corporation are owned proportionately by the unit owners and consequently are not reflected as assets in these financial statements. Property and equipment are considered part of the common elements. The corporation has adopted the policy of charging such purchases to expenditures and assessing the unit owners for their proportionate share of the cost. Property and equipment expensed under this policy are related to infrastructure, property improvements and additions.

(E) REVENUE RECOGNITION

Owners' assessments are recognized as revenue based on the budget distributed to owners each year. Special assessments are recognized as revenue when they become payable by the owners of the Corporation. Interest is recognized as revenue of the related fund when it is earned.

(F) CONTRIBUTED SERVICES

Directors and owners volunteer their time to assist in the Corporation's activities. While these services benefit the Corporation considerably, a reasonable estimate of their amount and fair value cannot be made and, accordingly, these contributed services are not recognized in the financial statements.

(G) CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of cash on hand and cash deposited in Canadian bank accounts.

NOTES TO THE FINANCIAL STATEMENTS AS AT AUGUST 31, 2021

3. RESERVE FUND

The Corporation received and reviewed a Class 3 Reserve Fund Study completed by Caliburn Engineering Inc. on March 19, 2021 as required by section 94 (1) of the Condominium Act and related regulations. As noted in the Notice of Future Funding of the Reserve Fund dated April 19, 2021 and distributed to unit owners pursuant to subsection 94(9) of the Condominium Act, The Board of Directors has not adopted the funding recommendations of the Reserve Fund Study and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation. The proposed funding plan will be implemented beginning on September 1, 2021.

The study suggested contributions in 2021 to the reserve fund of \$44,640 (2020 - \$43,758). Actual contributions in the year were \$54,640 (2020 - \$43,800).

Furthermore, the study estimated expenditures in 2021 of \$24,343 (2020 - \$nil). Actual expenditures in the year were \$2,864 (2020 - \$nil).

The study anticipated the reserve balance at August 31, 2021 to be \$137,658 (2020 - \$117,368). The actual balance was \$167,768 (2020 - \$115,703) at that date.

Annual reserve allocations proposed in the study increased by 15% for fiscal years 2022, 2023, and 2024 and 2% for each year thereafter. The future funding plan adopted by the Board of Directors provides for an increase of 2% in 2022 and each year thereafter.

The reserve fund is evaluated on the basis of assumptions relating to future interest and inflation rates as well as expected repair and replacement costs and life expectancies of the common elements and assets of the Corporation. Such evaluations are subject to change over time and the changes may be material; accordingly, the Condominium Act requires that reserve fund studies be updated every three years.

4. FINANCIAL INSTRUMENTS

The Corporation's financial instruments consist of cash, amounts due from related parties and reserve cash, which will result in future cash receipts, as well as accounts payable, which will result in future cash outlays.

The Corporation is not exposed to significant interest rate risk, market risk, currency nor other price risk.

Credit risk is the risk of financial loss should a counter-party in a transaction fail to meet its obligations. The Corporation mitigates its credit risk by placing its operating and reserve cash balances with high quality Canadian financial institutions. Additionally, amounts receivable from unit owners are subject to a number of legal remedies under the Condominium Act which further mitigates the Corporation's credit risk.

Liquidity risk is the risk that the Corporation will not be able to fund its obligations as they come due. The Corporation manages liquidity risk by setting common element assessments at a level which ensures that sufficient cash is on hand to fund all operating costs and reserve fund contributions required by the Corporation's funding plan. The Corporation also has the ability to levy special assessments (with owners' approval) to generate cash flow, if needed.

NOTES TO THE FINANCIAL STATEMENTS AS AT AUGUST 31, 2021

5. BUDGET

The twelve-month budget figures for the year ended August 31, 2021 and August 31, 2020 were prepared by the Board of Directors, are unaudited and are presented for comparison purposes only.

6. COMMITMENTS

The Corporation has engaged the services of 2159417 Ontario Ltd. (Note 7) to provide management and accounting services under a continuous contract effective September 15, 2017. The budgeted commitment for fiscal 2022 is \$42,000.

Upon declaration and registration, the Corporation assumed maintenance agreements with Delta Elevator Co Ltd. for the provision of inspection and maintenance services on the two elevators located within the complex. These seven-year agreements were signed by 2159417 Ontario Ltd. (the Declarant) on November 16, 2015. The budgeted commitment for fiscal 2022 is \$10,800 for the residential elevator and the commercial elevator.

The Corporation has the following minimum payments for the next five years:

	Unrelated Parties \$	Related Parties \$	Total \$
2022	10,800	42,000	52,800
2023	2,700	42,000	44,700
2024	-	42,000	42,000
2025	-	42,000	42,000
2026	-	42,000	42,000

7. RELATED PARTY TRANSACTIONS

No remuneration was paid to directors and officers during the year.

2159417 Ontario Ltd. is the owner of all of the commercial condominium units. The Corporation is related to 2159417 Ontario Ltd. by virtue of common significant influence. During the year, the Corporation earned \$244,076 (2020 - \$256,518) in common element assessments from 2159417 Ontario Ltd. At August 31, 2021, \$nil (2020 - \$nil) was receivable by the Corporation relating to these assessments.

2159417 Ontario Ltd. also supplies the janitorial staff which provide cleaning services for the common elements of the Corporation. During the year, the Corporation paid \$94,580 (2020 - \$94,997) to 2159417 Ontario Ltd. for the provision of these services.

2159417 Ontario Ltd. has been engaged to provide management and accounting services for the Corporation. During the year, the Corporation paid \$38,572 (2020 - \$38,572) to 2159417 Ontario Ltd for the provision of these services.

These transactions were in the normal course of operations and were measured at the exchange amount.

GREY STANDARD CONDOMINIUM CORPORATION NO. 106 NOTES TO THE FINANCIAL STATEMENTS AS AT AUGUST 31, 2021

8. SIGNIFICANT EVENT

The impact of Covid-19 in Canada and on the global economy is significant. As the impacts of Covid-19 continue, there could be further impact on the Corporation, its employees, suppliers and other third party business associates that could impact the Corporation's future operations. At this time, the full potential impact of Covid-19 on the Corporation is not known. Given the dynamic nature of these circumstances and the duration of disruption, the related financial impact cannot be reasonably estimated at this time.

SCHEDULE OF OPERATING FUND EXPENSES FOR THE YEAR ENDED AUGUST 31

SCHEDULE 1	l
------------	---

	Actual 2021 \$	Budget 2021 \$ (Note 5)	Actual 2020 \$	Budget 2020 \$ (Note 5)
OUTSIDE WORK:				
Landscape Maintenance	5,942	5,000	4,931	5,000
Snow Removal	21,707	28,613	22,641	36,000
Waste Removal	4,476	3,600	3,847	3,600
Maintenance and Repairs:	-,	2,000	2,017	2,000
- Storm and Sanitary Lines and				
Laterals	_	1,800	_	1,800
- Sidewalks and Curbs	_	900	_	900
- Parking Lot	161	1,500	1,479	1,500
- Signage	114	500	930	500
Miscellaneous Repairs	-	750	3,704	750
Parking Lot Cleaning	249	500	414	500
5	32,649	43,163	37,946	50,550
BUILDING AND SYSTEMS:				
Pest Control	182	300	_	300
Inspection and Maintenance of Fire	102	200		300
and Safety Systems	3,938	5,400	6,357	3,000
Elevator Monitoring	1,588	924	1,438	924
Elevator Inspection and Maintenance	10,977	10,500	10,117	10,026
Maintenance and Repair	10,577	10,500	10,117	10,020
- Building and Structures	19,362	4,200	29,924	4,200
- Electrical	8,523	3,000	708	3,000
- HVAC	4,658	2,500	3,423	6,000
- Other Building Systems	1,724	1,800	1,524	1,800
- Plumbing	15,819	3,000	937	3,000
- Roof Repairs	4,055	10,800	4,463	3,000
Exterior Window Cleaning	2,750	5,000	2,995	5,000
Security Systems	2,730 2,945	1,200	11,219	1,200
Security Systems	2,743	1,200	11,219	1,200
_	76,521	48,624	73,105	38,450
INSURANCE:				
Liability, Property, Manager and				
Director's Insurance	25,788	26,400	24,458	26,400

SCHEDULE OF OPERATING FUND EXPENSES FOR THE YEAR ENDED AUGUST 31

SCHEDULE 1 (CONTINUED)
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		SCHEDULE I (COMINGED)			
	Actual 2021 \$	Budget 2021 \$	Actual 2020 \$	Budget 2020 \$	
		(Note 5)		(Note 5)	
ADMINISTRATIVE AND PROFESSIONAL FEES:					
Management Fees (Note 7)	38,572	38,573	38,572	42,000	
Financial Audit Fee	5,250	7,500	7,660	5,000	
Office and Meetings	1,380	1,200	1,004	3,600	
Legal Fees	127	800	105	800	
Bank Interest and Charges	633	300	154	600	
_	45,962	48,373	47,495	52,000	
RESIDENTIAL COMMON AREAS - UTILITIES AND JANITORIAL: Electricity Water and Sewage Natural Gas Janitorial Wages and Cleaning Supplies (Note 7)	19,019 18,165 3,257 9,282	19,600 12,000 4,020 9,600	19,760 11,586 3,576 9,194	21,600 10,000 4,020 9,600	
=	>,=0=	2,000	2,121	2,000	
=	49,723	45,220	44,116	45,220	
COMMERCIAL COMMON AREAS - JANITORIAL: Janitorial Wages and Cleaning Supplies (Note 7)	90,528	93,600	89,667	93,600	



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

Condominium Act, 1998

TO: All owners in Grey Standard Condominium Corporation No. 106.

The board has received and reviewed a Class 3 Reserve Fund Study dated March 19, 2021, prepared by Caliburn Engineering Inc., and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

This notice contains:

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

When the Reserve Fund Study was completed, the average contribution per unit per month to the reserve fund was \$45.93. Based on the proposed funding plan, the average increase in contribution per unit per month will be \$0.92 in 2022; \$0.94 in 2023; and \$0.96 in 2024.

The proposed funding plan will I	be implemented beginning on <u>September 1</u> , 20 21
Dated this day of	, 20 <u>21</u>
Grey Standard Condominium Co	orporation No. 106
(signature)	(signature)
Paul Colangelo, Secretary/Treasurer (print name)	(print name)
Affix corporate seal or add a statement that	t the persons signing have the authority to bind the corporation.



SUMMARY OF RESERVE FUND STUDY

The following is a summary of the Class 3 Reserve Fund Study dated March 19, 2021, prepared by Caliburn Engineering Inc. for Grey Standard Condominium Corporation No. 106 (known as the "Reserve Fund Study").

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

The estimated expenditures from the reserve fund for the next thirty (30) years are set out in the CASH FLOW TABLE. In this summary, the term "annual contribution" means the total amount to be contributed each year to the reserve fund, exclusive of interest earned on the reserve fund. The recommended annual contribution for 2022 is \$51,336.00, based on the estimated expenditures and the following:

Opening Balance of the Reserve Fund: \$114,861.00

Minimum Reserve Fund Balance during the projected period: \$137,658.00

Assumed Annual Inflation Rate for Reserve Fund Expenditures: 2.00%

Assumed Annual Interest Rate for interest earned on the Reserve Fund:

The Reserve Fund Study can be examined by contacting the property manager to make the necessary arrangements.

2.00%



Grey Standard Condominium Corporation No. 106

CASH FLOW TABLE

Opening Balance of the Reserve Fund: \$114,861

Miniumum Reserve Fund Balance (as indicated in this table): \$137,658

Assumed Annual Inflation Rate for Reserve Fund Expenditures: 2.00%

Assumed Annual Interest Rate for interest earned on the Reserve Fund: 2.00%

Year End	Opening Balance	Recommended Annual Contribution	Estimated Inflation Adjusted Expenditures	Estimated Interest Earned	Percentage Increase in Recommended Annual Contribution	Closing Balance
2021	\$114,861	\$44,640	\$24,343	\$2,500		\$137,658
2022	\$137,658	\$51,336	\$13,447	\$3,132	15.00%	\$178,679
2023	\$178,679	\$59,036	\$0	\$4,164	15.00%	\$241,880
2024	\$241,880	\$67,892	\$53,497	\$4,982	15.00%	\$261,256
2025	\$261,256	\$69,250	\$36,924	\$5,548	2.00%	\$299,130
2026	\$299,130	\$70,635	\$0	\$6,689	2.00%	\$376,453
2027	\$376,453	\$72,047	\$31,505	\$7,934	2.00%	\$424,930
2028	\$424,930	\$73,488	\$3,657	\$9,197	2.00%	\$503,958
2029	\$503,958	\$74,958	\$54,808	\$10,281	2.00%	\$534,390
2030	\$534,390	\$76,457	\$30,885	\$11,144	2.00%	\$591,106
2031	\$591,106	\$77,986	\$75,210	\$11,850	2.00%	\$605,732
2032	\$605,732	\$79,546	\$114,587	\$11,764	2.00%	\$582,455
2033	\$582,455	\$81,137	\$36,256	\$12,098	2.00%	\$639,434
2034	\$639,434	\$82,760	\$61,885	\$12,997	2.00%	\$673,307
2035	\$673,307	\$84,415	\$365,472	\$10,656	2.00%	\$402,905
2036	\$402,905	\$86,103	\$7,747	\$8,842	2.00%	\$490,103
2037	\$490,103	\$87,825	\$90,647	\$9,774	2.00%	\$497,055
2038	\$497,055	\$89,582	\$0	\$10,837	2.00%	\$597,474
2039	\$597,474	\$91,374	\$40,951	\$12,454	2.00%	\$660,350
2040	\$660,350	\$93,201	\$57,090	\$13,568	2.00%	\$710,029
2041	\$710,029	\$95,065	\$37,846	\$14,773	2.00%	\$782,021
2042	\$782,021	\$96,966	\$452,658	\$12,084	2.00%	\$438,413
2043	\$438,413	\$98,906	\$0	\$9,757	2.00%	\$547,076
2044	\$547,076	\$100,884	\$70,417	\$11,246	2.00%	\$588,789
2045	\$588,789	\$102,901	\$53,057	\$12,274	2.00%	\$650,908
2046	\$650,908	\$104,959	\$5,223	\$14,016	2.00%	\$764,659
2047	\$764,659	\$107,059	\$449,118	\$11,873	2.00%	\$434,472
2048	\$434,472	\$109,200	\$185,346	\$7,928	2.00%	\$366,254
2049	\$366,254	\$111,384	\$313,868	\$5,300	2.00%	\$169,071
2050	\$169,071	\$113,611	\$45,094	\$4,067	2.00%	\$241,655



SUMMARY OF PROPOSED PLAN FOR FUTURE FUNDING OF THE RESERVE FUND

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

The board of Grey Standard Condominium Corporation No. 106 has reviewed the Class 3 Reserve Fund Study dated March 19, 2021, prepared by Caliburn Engineering Inc. for the corporation (known as the "Reserve Fund Study") and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

The board has not adopted the funding recommendations of the Reserve Fund Study and has proposed a plan for the future funding of the reserve fund as set out in the Contribution Table based on the following:

Opening Balance of the Reserve Fund: \$114,861.00

Minimum Reserve Fund Balance during the projected period: \$-715,196.00

Assumed Annual Inflation Rate for Reserve Fund Expenditures: 2.0%

Assumed Annual Interest Rate for interest earned on the Reserve Fund: 2.0%

The total annual contribution recommended under the proposed funding plan for the fiscal year in which the Study was completed is \$44,640.00, which is the same amount that has already been budgeted.

The Proposed Plan for Future Funding of the Reserve Fund can be examined by contacting the property manager to make the necessary arrangements.



Grey Standard Condominium Corporation No. 106 CONTRIBUTION TABLE

Year End	A Annual Contribution*	% Increase Over Previous Year	B Other Contribution (e. g., special assessment or loan)	A + B Total Contribution Each Year to Reserve Fund
2021	\$44,640			\$44,640
2022	\$45,533	2.00%		\$45,533
2023	\$46,443	2.00%		\$46,443
2024	\$47,372	2.00%		\$47,372
2025	\$48,320	2.00%		\$48,320
2026	\$49,286	2.00%		\$49,286
2027	\$50,272	2.00%		\$50,272
2028	\$51,277	2.00%		\$51,277
2029	\$52,303	2.00%		\$52,303
2030	\$53,349	2.00%		\$53,349
2031	\$54,416	2.00%		\$54,416
2032	\$55,504	2.00%		\$55,504
2033	\$56,614	2.00%		\$56,614
2034	\$57,747	2.00%		\$57,747
2035	\$58,902	2.00%		\$58,902
2036	\$60,080	2.00%		\$60,080
2037	\$61,281	2.00%		\$61,281
2038	\$62,507	2.00%		\$62,507
2039	\$63,757	2.00%		\$63,757
2040	\$65,032	2.00%		\$65,032
2041	\$66,333	2.00%		\$66,333
2042	\$67,659	2.00%		\$67,659
2043	\$69,013	2.00%		\$69,013
2044	\$70,393	2.00%		\$70,393
2045	\$71,801	2.00%		\$71,801
2046	\$73,237	2.00%		\$73,237
2047	\$74,701	2.00%		\$74,701
2048	\$76,195	2.00%		\$76,195
2049	\$77,719	2.00%		\$77,719
2050	\$79,274	2.00%		\$79,274

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



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

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

The Board has elected to increase the reserve fund contributions by a flat 2.0% for the full duration of the projection.

Class 3 Reserve Fund Study Update for Grey Standard Condominium Corporation No. 106



March 2021

304 Stone Road West, Suite 322 Guelph, Ontario, Canada N1G 4W4 tel 519-856-9093 www.caliburnengineering.com



March 19, 2021

Grey Standard Condominium Corporation No. 106 945 3rd Avenue East, Suite 218 Owen Sound, ON N4K 2K8

Attn: Paul Colangelo

Re: Class 3 Reserve Fund Study for Grey Standard
Condominium Corporation No. 106 (the Corporation)

We are pleased to present your Class 3 Reserve Fund Study. Information provided by the Corporation or Corporation's manager was used in the development of the Study. The Study has been performed in accordance with the requirements of the Condominium Act, 1998. Information contained in previous Studies may be useful when reviewing this Study and the information presented herein.

Adjustments to the annual contribution have been determined based on the estimated future expenditures over the thirty year life of the projection. In this case, the maximum amount of time available to make adjustments to the annual contribution, as per the Condominium Act, is 3 years. Recommended adjustments to the contribution have been kept within these parameters. Actual future expenses, and required funding, will depend on a number of factors which are beyond our control, and can only be properly determined at the time the work is performed.

Based on the current Study results, the contribution to the reserve fund should be increased at a rate of 15.00% per annum for the next 3 years. Therefore, annual contributions for the next three years are as follows: \$51,336.00 for 2022; \$59,036.00 for 2023; and \$67,892.00 for 2024. A Special Assessment is not required at this time.

This Study was prepared for use by the Corporation only and any use which a third party makes of this report is at its own risk.

Sincerely,

*Chris Williston*Chris Williston, P.Eng.



Component	Component Name	Year Acquired	Current Age	Component Description	Service Life	Remaining Life	Current Allowance
Architectur	ral Components						
Bldg 01	BUR Roofing	1998	23	The north east section of the building incorporates the oldest section of roofing in the form of a conventional built-up roof. The Corporation has provided an approximate replacement date of 1998. Previous review of the roofing observed it to be in fair condition. Destructive testing was not completed therefore the remaining life is difficult to estimate. For the purposes of this projection, an allowance has been carried to replace the roof in the next 10 to 15 years. Actual timing and costs will depend on the on-going condition of the roof and the type of roofing chosen for replacement. This budget can be adjusted in the future once specific costs and timing are known.	33	10	\$61,699
Bldg 02	Inverted EPDM Roofing	2010	11	The north west and south west sections of the main roof as well the south canopy all incorporate inverted built-up roofs which were reported to have been replaced in or around 2010. These roof membranes are primarily hidden beneath ballast and insulation and therefore could not be specifically reviewed. Typically a roof such as this can provide a service life of around 30 to 35 years assuming maintenance is performed as required. For the purposes of this projection, an allowance has been carried to replace these roofs after a 32 year service life. The timing of each roof replacement will depend on the condition of each area and it is likely that each area could be replaced independently of the other areas if required. This projection can be adjusted in the future as the roofs continues to age and actual replacement requirements become more known. This allowance has been split into three equal phases on the cash flow projection to reduce the financial impact on the Corporation in the future.	32	21	\$258,489
Bldg 03	Exposed EPDM Roofing	2017	4	The south west section of the main roof as well as the penthouse roof incorporate a new EPDM roofing system. Typically an exposed roof such as this can provide a service life of around 28 to 33 years assuming maintenance is performed as required. For the purposes of this projection, an allowance has been carried to replace the roof in these areas after an average service life of 31 years. This projection can be adjusted in the future as the roof continues to age and actual replacement requirements become more known. Actual costs will depend on the type of roof selected in the future.	31	27	\$102,831



Component	Component Name	Year Acquired	Current Age	Component Description	Service Life	Remaining Life	Current Allowance
Bldg 04	Rooftop Decking	2017	4	The rooftop recreational area incorporates composite decking above the EPDM roof area. This decking will only experience light foot traffic and should be able to provide a long service life. For the purposes of this projection, an allowance has been carried to replace the decking after a 35 year service life. Actual timing will depend on the condition of the deck and the remaining life can be adjusted as necessary in the future. The wood fencing along the side of the deck can also be replaced at the same time as part of this allowance.	35	31	\$25,151
Bldg 05	Rooftop Guard Railings	2017	4	The rooftop deck incorporates aluminum and glass guard railings around the perimeter of this area. These are long lasting components and no expenses should be required over their lifespan. For the purposes of this projection, an allowance has been carried to replace these components after a 35 year service life.	35	31	\$7,428
Bldg 06	Exterior Wall Repairs	2017	4	The exterior walls at the building incorporate primarily solid masonry walls with smaller amounts of masonry veneer walls and exterior insulated stucco (E.I.F.S.). Previous reviews of the masonry walls found their condition to vary from heavily damaged to relatively new or recently repaired at the time of the previous site review. The Corporation has reported that masonry re-pointing and caulking was recently performed in 2019 at a cost of \$7,063.00 which was paid through the operating budget and caulking and repointing was performed in 2020 at a cost of \$8,800.00. The Corporation has also reported that the north masonry wall was painted in 2019 at a cost of \$9,040.00. Caulking is installed around the perimeter of windows and doors and is critical in maintaining a weatherproof enclosure. Limited amounts of metal siding are installed on the roof levels. Due to the age of the main building and the varying ages of the numerous additions over the years, accurate future repair requirements are impossible to accurately predict. The Corporation is likely going to have to make repairs on an ongoing basis over the life of the development. The amount and frequency of repairs can only be determined as the building continues to age and actual repair patterns become known. Repair work will likely involve replacement of cracked or broken bricks, re-pointing of deteriorated mortar joints, repairs to sills and replacement of failed caulking or metal siding. Stucco refurbishment is discussed further below. This allowance has been carried every five years but can be adjusted as necessary in future Updates. Based on the Corporation's current rate of spending this allowance has been increase to reflect that rate.	5	3	\$25,554



Component	Component Name	Year Acquired	Current Age	Component Description	Service Life	Remaining Life	Current Allowance
Bldg 07	EIFS Refurbishment	2017	4	Portions of the ground floor exterior walls incorporate an exterior insulated finishing system (EIFS). This system is relatively long lasting but is prone to deterioration should the exterior surface become damaged. Previous site reviews noted some damage which is expected to be repaired from outside of the reserve fund. The Corporation has reported that minor repairs were made to the EIFS in 2019. Interim repairs are assumed to be done as an operating expense. For the purposes of this projection, an allowance has been carried towards major refurbishment or replacement of this system after a 30 year service life. Actual costs will depend on the extent of repairs required and this projection can be adjusted in the future as necessary. This allowance was reduced at the request of the Corporation as the operating budget handles most repairs.	30	26	\$31,836
Bldg 08	Window Replacement - Residential	Varies	Varies	The windows at the residential portion of the building were all replaced in the past several years and incorporate thermal panes in aluminum frames. Any deficiencies relating to the windows identified in the Performance Audit are assumed to be corrected from outside of the reserve fund. For the purposes of this projection, this allowance has been carried to replace these windows again after a normal service life of 35 years. Interim replacement of individual failed thermal panes is assumed to be done on an as needed basis from the operating budget.	35	28	\$129,255
Bldg 09	Window Replacement - Commercial	Varies	Varies	The commercial windows at the building incorporate primarily older aluminum frames with thermal panes. These components were not replaced during the conversion. At this time these units are rented and no plans are in place to replace these windows. It is likely that as part of the selling of the units, these windows would be replaced at that time. Therefore, for the purposes of this projection, it is assumed that the Corporation will not incur any window replacement costs in the commercial areas until future replacement is required at the end of their service life. For the purposes of this projection, a normal service life of 40 years has been assigned towards future window replacement. This can be adjusted actual replacement patterns become known and the Corporation learns what windows are replaced.	40	37	\$147,720
Bldg 10	Residential Front Entry Doors	2017	4	This allowance is for the replacement of the main entrance doors into the residential portion of the building. These double sets of commercial doors and windows should be able to provide a long service life but may eventually need to, or want to, be replaced. This allowance has been carried at the end of a 25 year service life.	25	21	\$15,918



Component	Component Name	Year Acquired	Current Age	Component Description	Service Life	Remaining Life	Current Allowance
Bldg 11	Exterior Door Replacement	Varies	Varies	The building has a number of exterior commercial doors which are of varying ages located throughout the commercial areas of the building. These doors can be replaced on an as needed basis over the life of the building. This allowance has been carried every several years towards replacement of these components.	6	1	\$3,184
Bldg 12	Suite Entry Doors	2017	4	The suites incorporate steel fire rated entry doors which are very long lasting components. Hardware may be replaced over the life of the doors but this can only be determined at the time. For this projection, a major allowance has been carried every 50 years. This should allow the Corporation to replace, or make major refurbishments to, the suite doors and hardware. Decisions with respect to hardware and closers can be made at the time of the refurbishments and this allowance can be adjusted accordingly.	50	46	\$39,477
Bldg 13	Interior Doors	Varies	Varies	The building has a large number of doors ranging in age from very old to brand new. These doors are found throughout the building in areas such as the residential storage areas, commercial units, washrooms, mechanical areas, etc These doors will never need to all be replaced at once but from time to time individual doors may require replacement. The Corporation has indicated that door replacements are performed from the operating budget and has request that this allowance be removed from the reserve fund study. This line item is for information purposes only.	N/A	N/A	N/A
Bldg 14	Common Area Residential Corridors	2017	4	The common area residential corridors incorporate painted walls with carpeted floors. The lifespan of these finishes often is dependant on the amount of abuse and level of maintenance they receive over the years. For the purposes of this projection, an allowance has been carried every 18 years towards refurbishment of these areas. Actual costs will depend on the scope of work performed, and this allowance can be adjusted in the future once exact costs are known. Minor interim repairs are assumed to be done as an operating expense. This allowance has been reduced at the request of the Corporation.	18	14	\$37,800



Component	Component Name	Year Acquired	Current Age	Component Description	Service Life	Remaining Life	Current Allowance
Bldg 15	Commercial Corridors	Varies	Varies	The commercial area corridors incorporate finishes of varying age and material. Durable commercial carpet is installed on the second floor and portions of the 1st floor, with the remaining areas incorporating vinyl tile in the entry corridors and heavy duty finishes in the stairwells. Walls include painted concrete block or drywall with ceiling tiles throughout the majority of these areas. The lifespan of these finishes is often dependant on the amount of abuse and level of maintenance they receive over the years. Based on the variation of finishes in these areas, it is likely that these components will be replaced in sections as it becomes required. For the purposes of this projection, an allowance has been carried every 5 years towards partial refurbishment of these areas. Actual costs will depend on the scope of work performed, and this allowance can be adjusted in the future once exact costs are known. The Corporation has reported that the vinyl tile was replaced in 2020 at a cost of \$8,474.00. Due to the recent refurbishment in 2020 this allowance has been adjusted and the remaining life reset to reflect this refurbishment. Should the Corporation decide to perform these repairs fully from the operating budget, this allowance can be removed in the future.		4	\$8,643
Bldg 16	Multipurpose Room	2017	4	The residential portion of the building incorporates a large multipurpose room on the 3rd floor complete with kitchenette, eating area, pool table, flat screen television, washroom, etc. This appears to be a focal point of the building for residents and should be maintained accordingly. Future refurbishment costs will vary depending on the scope of work performed. Once a specific scope of work is determined in the future, this projection can be adjusted accordingly. This allowance has been carried after a 15 year service life. Minor interim work such as may be required to replace damaged chairs or tables, repair drywall, re-paint, etc. can be done on an as needed basis.	15	11	\$15,918
Bldg 17	Exercise Room	2017	4	This allowance is for the periodic refurbishment of the 3rd floor exercise room. This is a fairly simple area with long lasting finishes. For the purposes of this projection, an allowance has been carried towards replacement of the flooring, repairing or repainting drywall, replacing mirrors, etc. This can be done on an as needed basis and the funds drawn from this allowance as required.	8	4	\$4,245



Component	Component Name	Year Acquired	Current Age	Component Description	Service Life	Remaining Life	Current Allowance
Bldg 18	Exercise Equipment	2017	4	This allowance has been carried towards replacing the various pieces of exercise equipment located on the third floor. Currently there are several high end components such as treadmills, elliptical running machines, exercise bike, universal machines, free weights, etc. This equipment will require replacement depending on how much use they receive and the level of care during that time. Future machines may be more expensive as higher end equipment continues to improve and become more costly. For the purposes of this projection, an allowance has been carried every several years which can be used to replace the equipment as necessary. This budget can be adjusted once specific items are purchased in the future and actual spending patterns become known. The Corporation has reported that the exercise equipment is in great condition and receives very little use, therefore this service life has been changed to 10 years and a remaining life of 6 years has been assigned at this time. Should the equipment continue to provide service at the end of the service life, then this allowance can be delayed as required in the future.	10	6	\$6,367
Bldg 19	Rooftop Party Room	2017	4	This allowance is for refurbishment of the rooftop level party room and kitchen area. This area will require periodic minor refurbishment and after many years will likely undergo a more major refurbishment. It is assumed that interim repairs or minor refurbishment of this area can be done from the operating budget. This allowance is for major refurbishment of the party room and kitchen after a 20 year service life.	20	16	\$14,645
Bldg 20	Miscellaneous Common Areas and Equipment	Varies	Varies	This is a general allowance for the finishes within the various smaller common areas throughout the building. It can be used to replace flooring or wall finishes in the washrooms or stairwells, residential lobby flooring, replace furniture in the common areas, TVs, appliances, BBQs, outdoor furniture, etc. It does not have to be used all at once but can be used as required by the Corporation. This budget can be adjusted in the future based on actual spending. The first allowance has been carried after an initial 10 year service life, and then every 5 years thereafter.	5	6	\$8,490



Component	Component Name	Year Acquired	Current Age	Component Description	Service Life	Remaining Life	Current Allowance
Electrical Co	Primary Electrical Systems	Varies	Varies	This item is an allowance towards major repairs or upgrades to the primary electrical system serving the building. Over the life of the building, the Corporation will likely make a number of minor upgrades as necessary. This typically includes replacement of panels, breakers, disconnects or switches, etc. It is difficult to predict exactly when and to what extent these types of upgrades will be required as they are often done when the specific component breaks down. It is assumed that minor upgrades can be done as an operating expense. For the purposes of this projection, a major allowance has been carried every 20 years which can be used towards addressing more major upgrades. Actual costs will depend on the amount of work required at the time. This budget can be monitored and adjusted as required based on a specific scope of work in the future. At this time, as no major problems are known, the allowance has been carried many years in the future.	20	16	\$5,306
Elec 02	Interior Lighting Systems	Varies	Varies	This is an allowance towards periodical upgrading of the common area lighting systems. Lighting in the corridors is typically done at the same time as refurbishment of the corridor finishes. The residential corridor lighting can be addressed as part of a larger scope of work, discussed above. Lighting systems throughout the rest of the building not addressed as part of those upgrades can likely be upgraded on an as needed basis. This allowance can be adjusted in the future when specific scopes of work are determined. Note that mechanical or electrical rooms are assumed to be upgraded as required from the operating budget.	10	3	\$8,490
Elec 03	Fire Alarm System	2020	1	The building incorporates a fire alarm control panel located on the ground floor. The Corporation has reported that the fire alarm control panel was replaced in 2020. Future refurbishment work would likely include replacing the panel as well as miscellaneous activation and monitoring equipment throughout the building. An allowance has been carried to replace the fire alarm control panel on average once every 20 years. As the Corporation budgets most repairs through the operating budget, this allowance has been reduced. Actual costs will depend on the amount of work done during future upgrades.	20	19	\$15,918



Component	Component Name	Year Acquired	Current Age	Component Description	Service Life	Remaining Life	Current Allowance
Elec 04	Enterphone System	2017	4	Building entry is controlled with a Mircom entry panel installed in the front foyer of the residential area of the building. No problems were reported at this time, and it is assumed that the panel will be able to provide a full service life. Actual replacement costs can only be determined once the new system is selected and installation costs known. As the Corporation has indicated that the majority of expenses relating to this system will be handled from the operating budget, this allowance has been removed. Should the Corporation decide to pay for future repairs from the reserve fund, this projection will need to be reinstated.	N/A	N/A	N/A
Elec 05	Maglock System	2017	4	A key fob system is installed at the building and provides ease of access into the building at various entry doors. Typically upgrades are required to these types of system every few years and this allowance has been carried in order to addresses these upgrades. Actual costs will depend on the extent of upgrades required. As the Corporation has indicated that the majority of expenses relating to this system will be handled from the operating budget, this allowance has been removed. Should the Corporation decide to pay for future repairs from the reserve fund, this projection will need to be reinstated.	N/A	N/A	N/A
Elec 06	CCTV Systems	2020	1	The building incorporates a closed circuit security monitoring system with digital recording equipment. For the purposes of this projection, a regular allowance has been carried towards periodic upgrading of the various components of the system located within the building every 10 years. Actual costs will depend on the amount of work done during the upgrade. The Corporation has reported that 9 exterior cameras were installed in 2020 at a reported cost of \$11,219.00. At the request of the Corporation this service life was set to 10 years as they have indicated they have a 10 year warranty.	10	9	\$11,443



Component	Component Name	Year Acquired	Current Age	Component Description	Service Life	Remaining Life	Current Allowance
Mechanical	Components					•	
Mech 01	Domestic Water Systems	Varies	Varies	This allowance is for the replacement of the domestic water piping which runs throughout the building. Typically, piping can provide a 40 to 50 year service life before requiring refurbishment. Sections of this building may have much older piping still in place as some areas were not fully addressed as part of the conversion. Future work may involve replacement but could also incorporate relining of the pipes. For the purposes of this projection, a cyclical allowance has been carried towards replacing or repairing sections of piping over the life of the building. As the Corporation has indicated that the operating budget is set-up to handle most of these expenses, this allowance has been reduced. Actual costs will depend on the exact scopes of work involved which can only be determined in the future. The Corporation has indicated that all the cast iron water lines in the commercial area were replaced with pex lines, therefore this remaining life has been set at 14 years.	15	14	\$5,306
Mech 02	Sprinkler System	Varies	Varies	The common areas of the building are protected by a fire protection system in the form of a wet sprinkler system. While much of this system is new with the conversion ,some portions of it are much older. Over all this is a fairly simple system, and no problems were observed at the time of the previous site review. For the purposes of this projection a regular allowance has been carried which can be used to make repairs or upgrades to sections of piping or other components as required. Actual costs will depend on the amount of work done during repair phases. The next allowance has been carried several years in the future.	10	3	\$10,612



Component	Component Name	Year Acquired	Current Age	Component Description	Service Life	Remaining Life	Current Allowance
Mech 03	Heating/Cooling Equipment	Varies	Varies	There are a large number of make up air units and air conditioning units installed on the various roof levels around the building. These system vary in size and age as well as in the areas they serve. Typically, units which serve only one unit, such as in the case of the residential split system A/C units, are the responsibility of those individual unit owners. There are more than a dozen units which serve multiple units, most of which involve the commercial suites, rooftop party room or residential common areas. Finally, there are several large make-up air units installed on the 5th and 4th floor roofs serving the residential corridors. It appears that the majority of this equipment, with the exception of the residential unit A/C units, is the responsibility of the Corporation. Planning for their replacement is very difficult however as the equipment seems to vary in age from more than 40 years old to new in 2015. Some of these systems could require replacement next year, while some should be able to provide another 25 - 30 years of service. Therefore, for the purposes of his projection a regular allowance has been carried which can be used to address these systems on an as needed basis. Actual costs will depend on the size and type of units being repaired or replaced. Once the Corporation has several years of actual spending patterns recorded, this budget can be reviewed and adjusted as necessary based on estimated spending.		0	\$21,224
Mech 04	Garbage Sorter	2017	4	This amount is for the eventual replacement or major refurbishment of the garbage and recycling sorter installed in the ground floor garbage room. Only two of the available three sorting options were being used at the time of the original reviews. A 35 year service life has been assigned at this time. Interim repairs are assumed to be done as an operating expense. Actual future costs can only be determined once a replacement model is chosen.	35	31	\$15,918



Component	Component Name	Year Acquired	Current Age	Component Description	Service Life	Remaining Life	Current Allowance
Elevator Co	mponents	•	•			•	
Elev 01	Residential Elevator Equipment Upgrades	· · · · · · · · · · · · · · · · · · ·					
Elev 02	Residential Elevator	2017	4	The elevator control system serving the residential portion of the building is new and in good condition. This oversize elevator currently serves the 3rd to 5th floor however has also been designed to service the 2nd floor if necessary. These are long lasting systems, however, eventually parts and personnel with the expertise to maintain, adjust, and troubleshoot the equipment will become scarce. This will result in more downtime for the elevators, more entrapments, delays in affecting repairs, and extra costs to the building to replace obsolete components. As a result, modernization of the elevator will eventually be required. This will involve replacement of the control system with a newer microprocessor based system, refurbishment or replacement of the hydraulic system, replacement of the door operators and associated equipment, and replacement of the fixtures and wiring. For the purposes of this projection, an allowance has been carried after a 30 year service life. This service life and costing has been updated to better reflect major elevator repair and refurbishment costs.	30	26	\$118,650
Elev 03	Commercial Elevator Equipment Upgrades	2017	4	This allowance is for the future interim upgrade to the commercial elevator equipment. Minor upgrades are expected to be done as an operating expense, however from time to time more major upgrades may be required. This allowance is carried at the midpoint in the commercial elevator's service life and can be used towards upgrading the equipment for safety or other technological advances. Actual future costs will depend on the extent of upgrades required and performed.	30	11	\$22,750



Component	Component Name Year Current Component Description Acquired Age					Remaining Life	Current Allowance
Elev 04	Commercial Area Elevator	2017	4	The elevator serving the commercial area is a much smaller one designed for one or two people only. This elevator does not need to be able to move equipment or furniture as the residential elevator can be used temporarily by the commercial area units if necessary. As with the residential elevator, however, modernization of the elevator will eventually be required. For the purposes of this projection, an allowance has been carried after a 30 year service life. This service life and costing has been updated to better reflect major elevator repair and refurbishment costs.	30	26	\$77,123
Elev 05	Elevator Cab Finishes	2017	4	The cab finishes in both elevators incorporate stainless steel with laminated panels. These finishes, at some point, will require refinishing however timing will depend on the level of care and/or abuse they receive over their life span. Although this would be purely for aesthetic reasons, it would likely make sense to perform this work at the same time as a control modernization. The cost for this would be in the area of around \$10,000.00 to \$20,000 per elevator.	40	36	\$31,836



Component	Component Name	Year Acquired	Current Age	Component Description	Service Life	Remaining Life	Current Allowance
Site Compo	nents					•	
Site 01	Paving Refurbishment	hment parking and drivelane areas. The development was been re-paved in 2015. Due to the size of the pave that future repaving will be done in sections. This wareas that do not require it as well as to maintain e residents and clients. For the purposes of this proje has been carried over several years beginning in apyears towards replacement of the paving in these a can be adjusted in the future once actual scopes of This budget has been based on the paving providin life of between 20 and 25 years. A repair allowance in the line item below to allow the Corporation to make the line item below to allow the corporation to make the paving which should extend the overall lidevelopment was reported to have been re-paved in the line item below to have lin		This is an allowance towards refurbishment of the exterior paving at the parking and drivelane areas. The development was reported to have been re-paved in 2015. Due to the size of the paved areas, it is likely that future repaving will be done in sections. This will avoid replacing areas that do not require it as well as to maintain enough parking for residents and clients. For the purposes of this projection, an allowance has been carried over several years beginning in approximately 20 years towards replacement of the paving in these areas. This allowance can be adjusted in the future once actual scopes of work are known. This budget has been based on the paving providing an average service life of between 20 and 25 years. A repair allowances have been carried in the line item below to allow the Corporation to make repairs over the life of the paving which should extend the overall lifespan. The development was reported to have been re-paved in 2015 at a cost of around \$200,000.00. This allowance of \$200,000 from back in 2015 has been assigned to this allowance at the request of the Corporation.	20	14	\$225,232
Site 02	Paving Repair Allowance	N/A	N/A	This is a cyclical allowance to allow the Corporation to make repairs to the paving on an as needed basis.	5	1	\$10,000
Site 03	Miscellaneous Site Components	N/A	N/A	There are a number of miscellaneous components throughout the development which could be replaced from the reserve fund or as an operating expense. This could include miscellaneous paving repairs, signage, exterior concrete sidewalk or curb repairs, soft landscaping such as trees or plantings, etc It is understood that these types of items will be handled from the operating budget and this allowance has been removed at the request of the Corporation.	N/A	N/A	N/A



Component	Component Name	Year Acquired	Current Age	· '		Remaining Life	Current Allowance
Reserve Fun	d Studies	1	1				•
RFS 01	Class 2 Reserve Fund Study	2018	3	This allowance is for the Class 2 Updates to the Reserve Fund Study. As per the Condominium Act, these Studies must be updated at least every 3 years. The Corporation may choose to perform them more often in which case this allowance can be revised.	6	3	\$5,756
RFS 02	Class 3 Reserve Fund Study	2021	0	This budget is for the Class 3 Updates to the Reserve Fund Study. An Update is required every three years as discussed above. The Update will automatically be started at the beginning of the third year to ensure the Corporation remains in compliance with the Condominium Act.	6	6	\$3,119



Submitted:

Current Fiscal Year End

August 31, 2021

2.00%

March 19, 2021

Opening Balance

\$114,861 Starting Contribution Increases

Inflation Rate

15.00%

Revised:

Starting Contribution

\$44,640

Minimum Reserve Fund Balance

\$137,658

April 15, 2021

Average Interest Rate (ROI) 2.00%

		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Blda 01	BUR Roofing	0	0	0	0	0	0	0	0	0	0	75.210	0	0	0	0
Bldg 02	Inverted EPDM Roofing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bldg 03	Exposed EPDM Roofing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bldg 04	Rooftop Decking	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bldg 05	Rooftop Guard Railings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bldg 06	Exterior Wall Repairs	0	0	0	27,118	0	0	0	0	29,940	0	0	0	0	33,056	0
Bldg 07	EIFS Refurbishment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bldg 08	Window Replacement - Residential	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bldg 09	Window Replacement - Commercial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bldg 10	Residential Front Entry Doors	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bldg 11	Exterior Door Replacement	0	3,247	0	0	0	0	0	3,657	0	0	0	0	0	4,118	0
Bldg 12	Suite Entry Doors	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bldg 14	Common Area Residential Corridors	0	0	0	0	0	0	0	0	0	0	0	0	0	0	49,876
Bldg 15	Commercial Corridors	0	0	0	0	9,356	0	0	0	0	10,330	0	0	0	0	11,405
Bldg 16	Multipurpose Room	0	0	0	0	0	0	0	0	0	0	0	19,792	0	0	0
Bldg 17	Exercise Room	0	0	0	0	4,595	0	0	0	0	0	0	0	5,383	0	0
Bldg 18	Exercise Equipment	0	0	0	0	0	0	7,171	0	0	0	0	0	0	0	0
Bldg 19	Rooftop Party Room	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bldg 20	Miscellaneous Common Areas and Equipment	0	0	0	0	0	0	9,561	0	0	0	0	10,556	0	0	0
Elec 01	Primary Electrical Systems	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elec 02	Interior Lighting Systems	0	0	0	9,009	0	0	0	0	0	0	0	0	0	10,982	0
Elec 03	Fire Alarm System	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elec 06	CCTV Systems	0	0	0	0	0	0	0	0	0	13,676	0	0	0	0	0
Mech 01	Domestic Water Systems	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7,001
Mech 02	Sprinkler System	0	0	0	11,262	0	0	0	0	0	0	0	0	0	13,728	0
Mech 03	Heating/Cooling Equipment	21,224	0	0	0	22,974	0	0	0	24,867	0	0	0	26,917	0	0
Mech 04	Garbage Sorter	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elev 01	Residential Elevator Equipment Upgrades	0	0	0	0	0	0	0	0	0	0	0	43,518	0	0	0
Elev 02	Residential Elevator	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elev 03	Commercial Elevator Equipment Upgrades	0	0	0	0	0	0	0	0	0	0	0	28,287	0	0	0
Elev 04	Commercial Area Elevator	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elev 05	Elevator Cab Finishes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Site 01	Paving Refurbishment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	297,189
Site 02	Paving Repair Allowance	0	10,200	0	0	0	0	11,262	0	0	0	0	12,434	0	0	0
RFS 01	Class 2 Reserve Fund Study	0	0	0	6,108	0	0	0	0	0	6,879	0	0	0	0	0
RFS 02	Class 3 Reserve Fund Study	3,119	0	0	0	0	0	3,512	0	0	0	0	0	3,955	0	0
	Annual Contribution Increases		15.00%	15.00%	15.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
	Fiscal Year Starting Balance	\$114,861	\$137,658	\$178,679	\$241,880	\$261,256	\$299,130	\$376,453	\$424,930	\$503,958	\$534,390	\$591,106	\$605,732	\$582,455	\$639,434	\$673,307
	Annual Contribution	\$44,640	\$51,336	\$59,036	\$67,892	\$69,250	\$70,635	\$72,047	\$73,488	\$74,958	\$76,457	\$77,986	\$79,546	\$81,137	\$82,760	\$84,415
	Annual Expenses	\$24,343	\$13,447	\$0	\$53,497	\$36,924	\$0	\$31,505	\$3,657	\$54,808	\$30,885	\$75,210	\$114,587	\$36,256	\$61,885	\$365,472
	Estimated Annual Interest	\$2,500	\$3,132	\$4,164	\$4,982	\$5,548	\$6,689	\$7,934	\$9,197	\$10,281	\$11,144	\$11,850	\$11,764	\$12,098	\$12,997	\$10,656
	Special Assessment															
	Fiscal Year Closing Balance	\$137,658	\$178,679	\$241,880	\$261,256	\$299,130	\$376,453	\$424,930	\$503,958	\$534,390	\$591,106	\$605,732	\$582,455	\$639,434	\$673,307	\$402,905



Submitted:

Current Fiscal Year End

August 31, 2021

2.00%

March 19, 2021

Opening Balance

\$114,861

Starting Contribution Increases

15.00%

Revised:

Starting Contribution

Average Interest Rate (ROI)

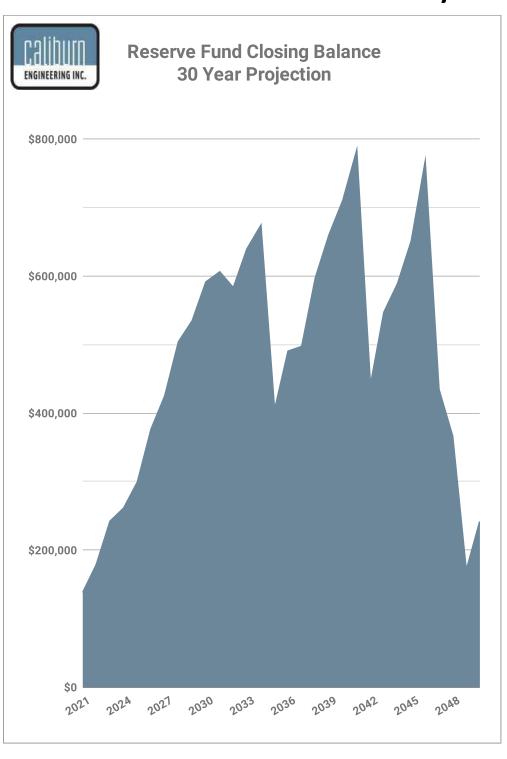
ibution \$44,640 est Rate (ROI) 2.00% Minimum Reserve Fund Balance

Inflation Rate

\$137,658

April 15, 2021

		2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
Bldg 01	BUR Roofing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bldg 02	Inverted EPDM Roofing	0	0	0	0	0	0	391.783	0	0	0	0	0	0	0	0
Bldg 03	Exposed EPDM Roofing	0	0	0	0	0	0	0	0	0	0	0	0	175.521	0	0
Bldg 04	Rooftop Decking	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bldg 05	Rooftop Guard Railings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Blda 06	Exterior Wall Repairs	0	0	0	36,497	0	0	0	0	40,295	0	0	0	0	44,489	0
Bldg 07	EIFS Refurbishment	0	0	0	0	0	0	0	0	0	0	0	53,275	0	0	0
Bldg 08	Window Replacement - Residential	0	0	0	0	0	0	0	0	0	0	0	0	0	225,036	0
Bldg 09	Window Replacement - Commercial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bldg 10	Residential Front Entry Doors	0	0	0	0	0	0	24,127	0	0	0	0	0	0	0	0
Bldg 11	Exterior Door Replacement	0	0	0	0	4,638	0	0	0	0	0	5,223	0	0	0	0
Bldg 12	Suite Entry Doors	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bldg 14	Common Area Residential Corridors	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bldg 15	Commercial Corridors	0	0	0	0	12,592	0	0	0	0	13,902	0	0	0	0	15,349
Bldg 16	Multipurpose Room	0	0	0	0	0	0	0	0	0	0	0	26,638	0	0	0
Bldg 17	Exercise Room	0	0	0	0	0	6,308	0	0	0	0	0	0	0	7,390	0
Bldg 18	Exercise Equipment	0	8,741	0	0	0	0	0	0	0	0	0	10,655	0	0	0
Bldg 19	Rooftop Party Room	0	20,104	0	0	0	0	0	0	0	0	0	0	0	0	0
Bldg 20	Miscellaneous Common Areas and Equipment	0	11,654	0	0	0	0	12,867	0	0	0	0	14,207	0	0	0
Elec 01	Primary Electrical Systems	0	7,284	0	0	0	0	0	0	0	0	0	0	0	0	0
Elec 02	Interior Lighting Systems	0	0	0	0	0	0	0	0	13,387	0	0	0	0	0	0
Elec 03	Fire Alarm System	0	0	0	0	23,190	0	0	0	0	0	0	0	0	0	0
Elec 06	CCTV Systems	0	0	0	0	16,671	0	0	0	0	0	0	0	0	0	20,322
Mech 01	Domestic Water Systems	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9,423
Mech 02	Sprinkler System	0	0	0	0	0	0	0	0	16,734	0	0	0	0	0	0
Mech 03	Heating/Cooling Equipment	0	29,136	0	0	0	31,538	0	0	0	34,138	0	0	0	36,952	0
Mech 04	Garbage Sorter	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elev 01	Residential Elevator Equipment Upgrades	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elev 02	Residential Elevator	0	0	0	0	0	0	0	0	0	0	0	198,551	0	0	0
Elev 03	Commercial Elevator Equipment Upgrades	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elev 04	Commercial Area Elevator	0	0	0	0	0	0	0	0	0	0	0	129,058	0	0	0
Elev 05	Elevator Cab Finishes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Site 01	Paving Refurbishment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Site 02	Paving Repair Allowance	0	13,728	0	0	0	0	15,157	0	0	0	0	16,734	0	0	0
RFS 01	Class 2 Reserve Fund Study	7,747	0	0	0	0	0	8,724	0	0	0	0	0	9,825	0	0
RFS 02	Class 3 Reserve Fund Study	0	0	0	4,454	0	0	0	0	0	5,016	0	0	0	0	0
—	Annual Contribution Increases	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<u> </u>	Fiscal Year Starting Balance	\$402,905	\$490,103	\$497,055	\$597,474	\$660,350	\$710,029	\$782,021	\$438,413	\$547,076	\$588,789	\$650,908	\$764,659	\$434,472	\$366,254	\$169,071
—	Annual Contribution	\$86,103	\$87,825	\$89,582	\$91,374	\$93,201	\$95,065	\$96,966	\$98,906	\$100,884	\$102,901	\$104,959	\$107,059	\$109,200	\$111,384	\$113,611
	Annual Expenses	\$7,747	\$90,647	\$0	\$40,951	\$57,090	\$37,846	\$452,658	\$0	\$70,417	\$53,057	\$5,223	\$449,118	\$185,346	\$313,868	\$45,094
-	Estimated Annual Interest	\$8,842	\$9,774	\$10,837	\$12,454	\$13,568	\$14,773	\$12,084	\$9,757	\$11,246	\$12,274	\$14,016	\$11,873	\$7,928	\$5,300	\$4,067
-	Special Assessment															
	Fiscal Year Closing Balance	\$490,103	\$497,055	\$597,474	\$660,350	\$710,029	\$782,021	\$438,413	\$547,076	\$588,789	\$650,908	\$764,659	\$434,472	\$366,254	\$169,071	\$241,655





Supplementary Information

Plan for Future Funding

As per the Condominium Act, the Corporation must review the Study and propose a funding plan **within 120 days** of receiving the Study. Any revisions required to the Study should be requested within this time period. Revisions requested after the 120 days have elapsed may be subject to additional costs.

Notice of Future Funding of the Reserve Fund

As per the Condominium Act, the Corporation must provide a "Notice of Future Funding of the Reserve Fund", formerly a "Form 15", to all the owners **within 15 days** of proposing a plan, as discussed above. The services provided by Caliburn Engineering Inc. include preparation of the Notice of Future Funding of the Reserve Fund at no additional charge.

Reserve Fund Study Update

As per the proposal previously accepted by the Corporation, the Reserve Fund Study will be updated automatically in three year's time. The process with be started shortly after a point 30 months from the date of submission noted on the Cash Flow projection. If either party wishes to terminate this arrangement, it may do so by giving written notification to the other within 30 months following the submission date of this Study. This arrangement will enable us to provide our services in a timely and efficient manner and will ensure that the Corporation remains in compliance with the reserve study requirements of the Condominium Act.

yyyy mm dd

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Properties

37906 - 0001 LT PIN

Description UNIT 1, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN37906 - 0002 LT

UNIT 2, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0003 LT PIN

UNIT 3, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0004 LT PIN

UNIT 4, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0005 LT

UNIT 5, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0006 LT PIN

UNIT 6, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0007 LT PIN

UNIT 7, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN 37906 - 0008 LT

UNIT 8, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0009 LT PIN

Description

UNIT 9, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN37906 - 0010 LT

UNIT 10, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0011 LT PIN

Description UNIT 11, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

yyyy mm dd

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Properties

PIN37906 - 0012 LT

Description UNIT 12, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0013 LT PIN

Description

UNIT 13, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND **Address**

37906 - 0014 LT PIN

UNIT 14, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN37906 - 0015 LT

UNIT 15, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0016 LT

UNIT 16, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0017 LT PIN

UNIT 17, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0018 LT PIN

UNIT 18, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0019 LT PIN

UNIT 19, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN37906 - 0020 LT

UNIT 20, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0021 LT PIN

UNIT 21, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0022 LT PIN

Description UNIT 22, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

yyyy mm dd

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Properties

37906 - 0001 LT PIN

Description

UNIT 1, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0002 LT PIN

UNIT 2, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0003 LT PIN

Description

UNIT 3, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0004 LT PIN

Description UNIT 4. LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0005 - LTPIN

UNIT 5, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0006 LT PIN

UNIT 6, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0007 LT PIN

Description UNIT 7, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0008 LT PIN

UNIT 8, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0009 LT PIN

Description UNIT 9, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0010 LT PIN

Description UNIT 10, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIM37906 - 0011 LT

UNIT 11, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

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37906 - 0012 LT PIN

Description

UNIT 12, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0013 LT PIN

UNIT 13, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0014 LT

Description UNIT 14, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0015 LT PIN

UNIT 15, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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PIN37906 - 0016 LT

UNIT 16, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0017 LT PIN

UNIT 17, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0018 LT PIN

UNIT 18, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0019 LT PIN

Description

UNIT 19, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0020 LT PIM

UNIT 20, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0021 LT PIN

UNIT 21, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN37906 - 0022 LT

Description UNIT 22, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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The applicant(s) hereby applies to the Land Registrar.

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37906 - 0023 LT

Description UNIT 23, LÉVEL 1, GREY STANDARD CONDOMÍNIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND **Address**

37906 - 0024 LT PIN

UNIT 24, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description 1 4 1

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0025 LT PIN

UNIT 25, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0026 LT PIN

UNIT 26, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0027 LT

UNIT 27, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0028 LT PIN

UNIT 28, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN37906 - 0029 LT

UNIT 29, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0030 LT PIN

Description

UNIT 30, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0031 LT PIM

UNIT 31, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0032 LT PIN

UNIT 32, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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PIN 37906 - 0033 LT

UNIT 33, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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37906 - 0034 LT

Description

UNIT 34, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0035 LT PIN

Description

UNIT 35, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0036 LT PIN

UNIT 36, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0037 LT

UNIT 37, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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PIN 37906 - 0038 LT

UNIT 38, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND **Address**

37906 - 0039 LT PIN

UNIT 39, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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37906 - 0040 LT PIN

UNIT 40, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0041 LT PIN

Description

UNIT 41, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0042 LT PIN

UNIT 42, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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PIN 37906 - 0043 LT

UNIT 43, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0044 LT PIN

Description UNIT 44, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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Description UNIT 45, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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OWEN SOUND Address

PIN 37906 - 0046 LT

Description

UNIT 46, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0047 LT PIN

UNIT 47, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN37906 - 0048 LT

UNIT 48, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0049 LT

UNIT 49, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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37906 - 0050 LT PIN

Description

UNIT 50, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0051 LT PIN

UNIT 51, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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37906 - 0052 LT PIN

Description

UNIT 52, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0053 LT PIN

UNIT 53, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0054 LT PIN

UNIT 54, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0055 LT PIN

Description UNIT 55, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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Description UNIT 56, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address:

PIN37906 - 0057 LT

UNIT 57, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0058 LT PIN

UNIT 58, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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PIN37906 - 0059 LT

UNIT 59, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN37906 - 0060 LT

UNIT 60, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0061 LT PIN

Description

UNIT 61, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0062 LT PIN

UNIT 62, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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37906 - 0063 LT PIN

UNIT 63, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN 37906 - 0064 LT

UNIT 64, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0065 LT PIN

Description UNIT 65, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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PIN 37906 - 0066 LT

UNIT 66, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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37906 - 0067 LT

Description

UNIT 67, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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37906 - 0068 LT

Description

UNIT 68, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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OWEN SOUND

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37906 - 0069 LT

Description

UNIT 69, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

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37906 - 0070 LT

Description

UNIT 70, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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37906 - 0071 LT

Description

UNIT 71, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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37906 - 0072 LT

Description

UNIT 72, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address

OWEN SOUND

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37906 - 0073 LT

Description

UNIT 73, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address

OWEN SOUND

PIN

37906 - 0074 LT

Description

UNIT 74. LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

Address

OWEN SOUND

PIN

37906 - 0075 LT

Description

UNIT 75, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address

OWEN SOUND

PIN

37906 - 0076 LT

Description

UNIT 76, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address

OWEN SOUND

PIN

37906 - 0077 LT

Description

UNIT 77, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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The applicant(s) hereby applies to the Land Registrar.

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UNIT 78, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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PIN37906 - 0079 LT

UNIT 79, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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37906 - 0080 LT PIN

UNIT 80, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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37906 - 0081 LT PIN

UNIT 81, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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PIN37906 - 0082 LT

UNIT 82, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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37906 - 0083 LT PIN

Description

UNIT 83, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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37906 - 0084 LT PIN

UNIT 84, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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PIN 37906 - 0085 LT

UNIT 85, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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37906 - 0086 LT PIN

Description

UNIT 86, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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37906 - 0087 LT PIN

Description UNIT 87, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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PIN37906 - 0088 LT

UNIT 88, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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UNIT 89, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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37906 - 0090 LT PIN

Description

UNIT 90, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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37906 - 0091 LT PIN

UNIT 91, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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PIN 37906 - 0092 LT

UNIT 92, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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PIN 37906 - 0093 LT

UNIT 93, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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37906 - 0094 LT PIN

UNIT 94, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

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37906 - 0095 LT PIN

UNIT 95, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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37906 - 0096 LT PIN

UNIT 96, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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37906 - 0097 LT PIN

Description

UNIT 97, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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37906 - 0098 LT PIN

Description UNIT 98, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST: SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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37906 - 0099 LT PIN

UNIT 99, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

at 11:38

The applicant(s) hereby applies to the Land Registrar.

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Properties

PIN 37906 - 0100 LT

UNIT 100, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0101 LT PIN

Description

UNIT 101, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN37906 - 0102 LT

UNIT 102, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0103 LT PIN

Description UNIT 103, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0104 LT PIN

UNIT 104, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

A\$ IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0105 LT PIN

UNIT 105, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0106 LT

UNIT 106, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0107 LT PIN

Description

UNIT 107, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0108 LT PIN

UNIT 108, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0109 LT

UNIT 109, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN37906 - 0110 LT

UNIT 110, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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Properties

PIN 37906 - 0111 LT

UNIT 111, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN37906 - 0112 LT

UNIT 112, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN 37906 - 0113 LT

UNIT 113, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0114 LT PIN

Description UNIT 114, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0115 LT

UNIT 115, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0116 LT PIN

Description

UNIT 116, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0117 LT PIN

UNIT 117, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0118 LT PIN

UNIT 118, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST, SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0119 LT PIN

Description

UNIT 119, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN 37906 - 0120 LT

UNIT 120, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN 37906 - 0121 LT

UNIT 121, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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Properties

37906 - 0122 LT PIN

Description UNIT 122, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN 37906 - 0123 LT

UNIT 123, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0124 LT PIN

Description UNIT 124, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0125 LT

Description UNIT 125, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0126 LT

UNIT 126, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN 37906 - 0127 LT

UNIT 127, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0128 LT PIN

Description UNIT 128, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0129 LT PIN

UNIT 129, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN37906 - 0130 LT

Description

UNIT 130, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0131 LT PIN

Description UNIT 131, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN

UNIT 132, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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Properties

37906 - 0133 LT PIN

UNIT 133, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN37906 - 0134 LT

UNIT 134, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0135 LT PIN

UNIT 135, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description.

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0136 LT

Description UNIT 136, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN37906 - 0137 LT

UNIT 137, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0138 LT PIN

UNIT 138, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0139 LT PIN

UNIT 139, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0140 LT PIN

UNIT 140, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0141 LT PIN

Description

UNIT 141, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0142 LT PIN

UNIT 142, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0143 LT

UNIT 143, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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Properties

PIN 37906 - 0144 LT

Description UNIT 144, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0145 LT

Description UNIT 145, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0146 LT

Description UNIT 146, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0147 LT

Description UNIT 147, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0148 LT

Description UNIT 148, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0149 LT

Description UNIT 149, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0150 LT

Description UNIT 150, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0151 LT

Description UNIT 151, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0152 LT

Description UNIT 152, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0153 LT

Description UNIT 153, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0154 LT

Description UNIT 154, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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Properties

PIN37906 - 0155 LT

UNIT 155, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0156 LT PIN

UNIT 156, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0157 LT

Description UNIT 157, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0158 LT PIN

UNIT 158, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN 37906 - 0159 LT

UNIT 159, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 108 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0160 LT PIN

Description

UNIT 160, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0161 LT

UNIT 161, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0162 LT PIN

Description UNIT 162, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

A\$ IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0163 LT PIN

UNIT 163, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0164 LT PIN

UNIT 164, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0165 LT PIN

Description UNIT 165, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

at 11:38

Properties

37906 - 0166 LT PIN

UNIT 166, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0167 LT PIN

UNIT 167, LEVEL 1. GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN37906 - 0168 LT

Description UNIT 168, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0169 LT PIN

Description UNIT 169, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0170 LT PIN

UNIT 170, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST: SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0171 LT PIN

UNIT 171, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591: CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0172 LT PIN

UNIT 172, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0173 LT PIN

UNIT 173, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN37906 - 0174 LT

UNIT 174, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0175 LT

UNIT 175, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN37906 - 0176 LT

UNIT 176, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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37906 - 0177 LT PIN

Description UNIT 177, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN 37906 - 0178 LT

UNIT 178, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address 5 4 1

37906 - 0179 LT PIN

Description UNIT 179, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0180 LT PIN

Description UNIT 180, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN37906 - 0181 LT

UNIT 181, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0182 LT PIN

Description

UNIT 182, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0183 LT PIN

UNIT 183, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN 37906 - 0184 LT

UNIT 184, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0185 LT PIN

UNIT 185, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0186 LT PIN

UNIT 186, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN 37906 - 0187 LT

UNIT 187, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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PIN 37906 - 0188 LT

Description UNIT 188, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN 37906 - 0189 LT

UNIT 189, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0190 LT PIN

UNIT 190, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0191 LT PIN

Description UNIT 191, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address **OWEN SOUND**

PIN 37906 - 0192 LT

UNIT 192, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0193 LT PIN

UNIT 193, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0194 LT PIN

Description UNIT 194, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN 37906 - 0195 LT

UNIT 195, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

A\$ IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0196 LT PIN

Description

UNIT 196, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0197 LT PIN

UNIT 197, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN 37906 - 0198 LT

UNIT 198, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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37906 - 0199 LT

Description

UNIT 199, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address

OWEN SOUND

PIN

37906 - 0200 LT

Description

UNIT 200, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address

OWEN SOUND

PIN

37906 - 0201 LT

Description

UNIT 201, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address

OWEN SOUND

37906 - 0202 LT

Description

UNIT 202, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address

OWEN SOUND

PIN

37906 - 0203 LT

Description

UNIT 203, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address

PIN

OWEN SOUND

37906 - 0204 LT

Description

UNIT 204, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address

OWEN SOUND

PIN

37906 - 0205 LT

UNIT 205, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address

OWEN SOUND

PIN

37906 - 0206 LT

Description

UNIT 206, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

A\$ IN GY143591; CITY OF OWEN SOUND

Address

OWEN SOUND

PIM

37906 - 0207 LT

Description

UNIT 207, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

Address

OWEN SOUND

PIN

37906 - 0208 LT

Description

UNIT 208, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address

OWEN SOUND

PIN

37906 - 0209 LT

Description

UNIT 209, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST, SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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37906 - 0210 LT PIN

UNIT 210, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0211 LT

Description

UNIT 211, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0212 LT PIN

Description

UNIT 212, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0213 LT PIN

Description UNIT 213, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN37906 - 0214 LT

UNIT 214, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0215 LT PIN

UNIT 215, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0216 LT PIN

Description UNIT 216, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0217 LT PIN

UNIT 217, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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37906 - 0218 LT PIN

UNIT 218, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0219 LT PIN

UNIT 219, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0220 LT

UNIT 220, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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37906 - 0221 LT

UNIT 221, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN 37906 - 0222 LT

Description

UNIT 222, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0223 LT PIN

UNIT 223, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0224 LT PIN

UNIT 224, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN37906 - 0225 LT

UNIT 225, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN 37906 - 0226 LT

UNIT 226, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A Description

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0227 LT PIN

UNIT 227, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTÉNANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0228 LT PIN

UNIT 228, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Doscription

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0229 LT PIN

Description

UNIT 229, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0230 LT PIN

UNIT 230, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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PIN37906 - 0231 LT

UNIT 231, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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Description UNIT 232, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0233 LT

Description UNIT 233, LEVEL 1. GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0234 LT

Description UNIT 234, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

A\$ IN GY143591; CITY OF OWEN SOUND

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PIN 37906 - 0235 LT

Description UNIT 235, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0236 LT

Description UNIT 236, LEVEL 1, GREY STANDARD CONDOMINIUM PLANING, 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0237 LT

Description UNIT 237, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0238 LT

Description UNIT 238, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0239 LT

Description UNIT 239, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0240 LT

Description UNIT 240, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0241 LT

Description UNIT 241, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0242 LT

Description UNIT 242, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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UNIT 243, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0244 LT PIN

Description

UNIT 244, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN37906 - 0245 LT

Description UNIT 245, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0246 LT PIN

UNIT 246, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN 37906 - 0247 LT

UNIT 247, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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37906 - 0248 LT PIN

UNIT 248, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

A\$ IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0249 LT PIN

UNIT 249, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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37906 - 0250 LT PIN

UNIT 250, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A Description

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0251 LT PIN

UNIT 251, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0252 LT PIN

UNIT 252, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0253 LT PIN

Description UNIT 253, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

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UNIT 254, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0255 LT PIN

Description

UNIT 255, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN37906 - 0256 LT

Description UNIT 256, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 186 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0257 LT

UNIT 257, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 108 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN 37906 - 0258 LT

UNIT 258, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0259 LT PIN

UNIT 259, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0260 LT

UNIT 260, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0261 LT PIN

Description

UNIT 261, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0262 LT PIN

UNIT 262, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0263 LT PIN

Description UNIT 263, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND JTS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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37906 - 0264 LT PIN

UNIT 264, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

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37906 - 0265 LT PIN

UNIT 265, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN37906 - 0266 LT

UNIT 266, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0267 LT PIN

UNIT 267, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0268 LT PIN

UNIT 268, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description.

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address

37906 - 0269 LT PIN

UNIT 269, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0270 LT PIN

UNIT 270, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN37906 - 0271 LT

UNIT 271, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0272 LT PIN

UNIT 272, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0273 LT PIN

Description UNIT 273, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0274 LT PIN

UNIT 274, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A Description

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0275 LT PIM

UNIT 275, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

The applicant(s) hereby applies to the Land Registrar.

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37906 - 0276 LT PIN

Description UNIT 276, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0277 LT PIN

Description

UNIT 277, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0278 LT

Description UNIT 278, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0279 LT PIN

UNIT 279, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

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PIN 37906 - 0280 LT

UNIT 280, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0281 LT PIN

UNIT 281, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0282 LT PIN

UNIT 282, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0283 LT PIN

Description

UNIT 283, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0284 LT PIN

UNIT 284, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A Description

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0285 LT PIN

UNIT 285, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0286 LT PIN

UNIT 286, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

at 11:38

Properties

37906 - 0287 LT PIN

Description

UNIT 287, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0288 LT PIN

Description

UNIT 288, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN37906 - 0289 LT

UNIT 289, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0290 LT PIN

Description UNIT 290, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0291 LT PIN

Description

UNIT 291, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0292 LT PIN

UNIT 292, LEVEL 1, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0293 LT PIN

UNIT 1, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0294 LT PIN

Description

UNIT 2, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0295 LT PIN

UNIT 3, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0296 LT PIN

UNIT 4, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0297 LT PIN

Description UNIT 5, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

The applicant(s) hereby applies to the Land Registrar.

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at 11:38

Properties

PIN 37906 - 0298 IT

UNIT 6, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0299 LT PIN

Description UNIT 7, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0300 LT

Description UNIT 8, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0301 LT PIN

UNIT 9, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0302 LT PIN

UNIT 10, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0303 LT PIN

UNIT 11, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN 37906 - 0304 LT

UNIT 12, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0305 LT PIN

UNIT 13, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN37906 - 0306 LT

UNIT 14, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0307 LT PIN

Description UNIT 15, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0308 LT PIN

UNIT 16, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

The applicant(s) hereby applies to the Land Registrar.

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Properties

37906 - 0309 LT PIN

Description UNIT 17, LEVEL 2, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN37906 - 0310 LT

UNIT 18, LÉVEL 2. GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Doscription

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0311 LT PIN

Description

UNIT 1, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0312 LT PIN

UNIT 2, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address

37906 - 0313 LT PIN

UNIT 3, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0314 LT PIN

Description UNIT 4, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN37906 - 0315 LT

UNIT 5, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0316 LT PIN

UNIT 6, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0317 LT PIN

Doscription

UNIT 7, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0318 LT PIN

UNIT 8, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIM 37906 - 0319 LT

UNIT 9, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

at 11:38

The applicant(s) hereby applies to the Land Registrar.

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Properties

PIN

37906 - 0320 LT

Description

UNIT 10, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address

OWEN SOUND

PIN

37906 - 0321 LT

Description

UNIT 11, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

Address

OWEN SOUND

PIN

37906 - 0322 LT

Doscription

UNIT 12, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address

OWEN SOUND

PIN

37906 - 0323 LT

Description

UNIT 13, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address

OWEN SOUND

PIN

37906 - 0324 LT

Description

UNIT 14, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address

OWEN SOUND

PIN Description 37906 - 0325 LT

UNIT 15, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address

OWEN SOUND

PIN

37906 - 0326 LT

Description

UNIT 16, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address

OWEN SOUND

PIN

37906 - 0327 LT

Description

UNIT 17, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address

OWEN SOUND

PIN

37906 - 0328 LT

Description

UNIT 18, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address

OWEN SOUND

PIN

37906 - 0329 LT

Description

UNIT 19, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address

OWEN SOUND

PIN

37906 - 0330 LT

Description

UNIT 20, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address

OWEN SOUND

The applicant(s) hereby applies to the Land Registrar.

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Properties

37906 - 0331 LT

Description UNIT 21, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN37906 - 0332 LT

Description

UNIT 22, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0333 LT PIN

UNIT 23, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0334 LT PIN

Description UNIT 24, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address **OWEN SOUND**

PIN37906 - 0335 LT

UNIT 25, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0336 LT PIN

UNIT 26, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0337 LT PIN

UNIT 27, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0338 LT PIN

UNIT 28, LEVEL 3. GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0339 LT PIN

Description

UNIT 29, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0340 LT PIM

UNIT 30, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0341 LT

UNIT 31, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND The applicant(s) hereby applies to the Land Registrar.

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Properties

37906 - 0342 LT PIN

Description

UNIT 32, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0343 LT PIN

UNIT 33, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0344 LT

Description UNIT 34, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND (TS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN37906 - 0345 LT

UNIT 35, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0346 LT

Description UNIT 36, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0347 LT PIN

UNIT 37, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0348 LT PIN

UNIT 38, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0349 LT PIN

UNIT 39, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0350 LT PIN

Description

UNIT 40, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0351 LT PIN

Description UNIT 41, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN 37906 - 0352 LT

UNIT 42, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

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at 11:38

Properties

PIN 37906 - 0353 LT

Description

UNIT 43, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0354 LT PIN

UNIT 44, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST: SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN 37906 - 0355 LT

UNIT 45, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0356 LT PIN

UNIT 46, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN37906 - 0357 LT

UNIT 47, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0358 LT PIN

UNIT 48, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0359 LT PIN

UNIT 49, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0360 LT PIN

Description

UNIT 50, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0361 LT PINI

UNIT 51, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0362 LT PIN

UNIT 52, LEVEL 3, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0363 LT PIN

UNIT 1, LEVEL 4, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

at 11:38

The applicant(s) hereby applies to the Land Registrar.

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Properties

PIN 37906 - 0364 LT

Description UNIT 2, LEVEL 4, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0365 LT PIN

UNIT 3, LEVEL 4. GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

PIN 37906 - 0366 LT

Description UNIT 4, LEVEL 4, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0367 LT

UNIT 5, LEVEL 4, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address

PIN 37906 - 0368 LT

UNIT 6, LEVEL 4, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

37906 - 0369 LT PIN

UNIT 7, LEVEL 4, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0370 LT PIN

UNIT 8, LEVEL 4, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST, SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

37906 - 0371 LT PIN

UNIT 9, LEVEL 4, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A

AS IN GY143591; CITY OF OWEN SOUND

OWEN SOUND Address

PIN 37906 - 0372 LT

UNIT 10, LEVEL 4, GREY STANDARD CONDOMINIUM PLAN NO. 106 AND ITS Description

APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN GY143591; CITY OF OWEN SOUND

Address OWEN SOUND

Applicant(s)

Name GREY STANDARD CONDOMINIUM CORPORATION NO. 106

c/o 945 3rd Avenue East, Unit 218 Address for Service

Owen Sound, ON N4K 5P7

Grey Standard Condominium Corporation number 106 hereby certifies that by-law number 1 attached hereto See Schedules is a true copy of the by-law. The by-law was made in accordance with the Condominium Act. The owners of a majority of the units of the corporation have voted in favour of confirming the by-law.

LRO # 16 Condominium Bylaw (Condominium Act 1998)

Receipted as GY143985 on 2017 09 21

at 11:38

The applicant(s) hereby applies to the Land Registrar.

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Applicant(s)

Signed By

Patricia Susanne Trim

10 Northumberland St.

acting for Applicant(s) Signed

2017 09 21

Ayr NOB 1E0

Tel

519-632-1327

Fax

519-632-1328

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

Submitted By

ROBSON CARPENTER LLP

10 Northumberland St.

2017 09 21

Ayr NOB 1E0

Tel

519-632-1327

519-632-1328 Fax

Fees/Taxes/Payment

Statutory Registration Fee

\$63.35

Total Paid

\$63,35

File Number

Applicant Client File Number:

15791 WT/ TT

CERTIFICATE IN RESPECT OF A BY-LAW (under subsection 38 (1) of the Ontario Regulation 49/01 and subsection 56(9) of the Condominium Act, 1998)

Condominium Act, 1998

Grey Standard Condominium Corporation No. 106 (known as the "Corporation") certifies that:

- The copy of By-Law Number 1, attached as Schedule A, is a true copy of the By-Law.
- The By-Law was made in accordance with the Condominium Act, 1998.
- The Owners of a majority of the Units of the Corporation have voted in favour of confirming the By-Law.

Dated this 15th day of September, 2017.

GREY STANDARD CONDOMINIUM CORPORATION NO. 106

Carolyn Collangelo, President

Paul Colangelo, Secretary/Treasurer

We have authority to bind the Corporation.

Schedule A By-Law Number 1 of Grey Standard Condominium Corporation No. 106

In this By-Law references to the "Act" are to the *Condominium Act, 1998*, its amendments and regulations including any successor legislation.

All the words in this By-Law that are defined in the Declaration of the Corporation shall have the meaning ascribed to them in the Declaration.

(Certain explanatory notes may appear in brackets and italics in this By-Law. These notes are intended for information purposes only. If there is a conflict between the body of the By-Law and the explanatory notes, the body of the By-Law prevails.

The Act addresses many procedural and organization matters that could also be referred to in this By-Law but are not. If there is a conflict between this By-Law and the Act, the Act prevails. Procedural matters addressed in the Act are not dealt with in this By-Law in an attempt to avoid confusion. Provisions of the Act change from time to time. This By-Law must be read in conjunction with the Act.)

Grey Standard Condominium Corporation No. 106¹ enacts the following By-Law:

Article 1 - Seal

1.1 The seal of the Corporation as adopted by written resolution of the declarant appointed Board of the Corporation shall be the seal of the Corporation until changed by resolution of the Board.

Article 2 - Board of Directors²

(Number of Board Members and Term of Office)

2.1 There shall be three (3) members of the Board, who are not required to be Owners of Units. Their term of office shall be one (1) year.

(Indemnification of Officers and Directors)

- 2.2 Every Director and Officer³ of the Corporation and his or her heirs, executors, administrators, estate trustees and other legal personal representatives shall from time to time be indemnified and saved harmless by the Corporation from and against,
 - (a) any liability and all costs, charges and expenses that the Director or Officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against the person for or in respect of anything that the person has done, omitted to do or permitted in respect of the execution of the duties of office; and
 - (b) all other costs, charges and expenses that the person sustains or incurs in respect of the affairs of the Corporation.

¹ References in this By-Law to the "Corporation" shall mean Grey Standard Condominium Corporation No. 106.

² References in this By-Law to "the Board" shall mean the Board of Directors of the Corporation. References in this By-Law to a "Director" shall mean a Director of the Corporation.

 $^{^{3}}$ References in this By-Law to an "Officer" shall mean an Officer of the Corporation.

(No indemnity for breach of duty of good faith)

2.3 No Director or Officer of the Corporation shall be indemnified by the Corporation in respect of any liability, costs, charges or expenses that the person sustains or incurs in or about an action, suit or other proceeding as a result of which the person is adjudged to be in breach of the duty to act honestly and in good faith.

(Board shall purchase liability insurance for property manager, Directors and Officers)

2.4 If the insurance is reasonably available, the Corporation shall purchase and maintain insurance for the benefit of the property manager, each Director or Officer against all liability and all costs, charges and expenses that the property manager, Director or Officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against the person for or in respect of anything that the person has done, omitted to do or permitted in respect of the execution of the duties of office except there shall be no such insurance provided to protect the property manager, a Director or an Officer against a liability, cost, charge or expense of the property manager, Director or Officer incurred as a result of a breach of the duty to act honestly and in good faith.

(Deemed resignation)

2.5 A Director is deemed to have resigned forthwith upon becoming a party (be it applicant, plaintiff, complainant, defendant, respondent or otherwise) to a law suit or application wherein the Corporation is an opposing party to such Director.

(Removal for non-attendance)

2.6 If a Director (the "Absent Director") fails to attend more than fifty per cent (50%) of the meetings of the Board in any four (4) month period or should he or she fail to attend three (3) sequential Board of Directors meetings (a "Trigger Event"), then the other Directors shall have the authority to remove the Absent Director in accordance with the provisions of this Section. The Absent Director may be removed by a majority vote of the other Directors in attendance at a meeting of the Directors held in accordance with the Act and the By-Laws of the Corporation. The Absent Director is not entitled to vote on the question of his or her removal and the Absent Director does not count in determining if the meeting of the Directors has achieved quorum. The written notice of the meeting at which the vote relating to the removal of the Absent Director is to be held must indicate the purpose of the meeting and must be given to all Directors including the Absent Director within sixty (60) days after the Trigger Event failing which the right of the remaining Directors to remove the Absent Director on account of the failure to attend Directors' meetings prior to the Trigger Date shall come to an end and do not count toward determining if a future Trigger Event has occurred. The poor attendance record of an Absent Director that occurs prior to a Trigger Date that does not result in the notice of meeting set out above being given with the sixty (60) day period set out above or such Absent Director's removal at a meeting of Directors held to vote on the question of an Absent Director's removal from office cannot be used to determine if a future Trigger Event has occurred, but any failure of an Absent Director from a Director's meeting after a Trigger Event has occurred (other than with respect to the meeting at which a vote is held on the question of the Absent Director's removal) can be considered in determining if a future Trigger Event has occurred. The Absent Director's term of office shall terminate immediately upon a majority vote by the remaining Directors in favour of such termination. The authority granted to remove a Director is in addition to and shall not limit any right to remove a Director pursuant to the other provisions of the Act.

Article 3 Directors' Code of Ethics

(General)

3.1 All Directors of the Corporation shall comply with the Directors' Code of Ethics, the current version of which is attached hereto as Schedule "C".

- 3.2 In order to qualify to be a director a director must sign and deliver the Directors' Code of Ethics to the Corporation at the outset of his or her term of office as a director.
- 3.3 The Board has the power to amend the Directors' Code of Ethics, from time to time, by resolution of the Board and any such amended Directors' Code of Ethics shall be then considered to be the Directors' Code of Ethics.
- 3.4 If the Board amends the Directors' Code of Ethics, then all Directors of the Board must sign and deliver the amended Directors' Code of Ethics to the Corporation, within thirty (30) days of the same becoming effective. If any Director fails to sign and deliver the amended Director's code of Ethics in the time allotted, then the Director will be deemed to have resigned from the Board effective as of the end of the thirty (30) day period set in this subparagraph 3.4.

(Effect of Violation of Directors' Code of Ethics)

- 3.5 A Director shall cease to be qualified to be a director of the Corporation and shall be deemed to have resigned from the Board if the Director:
 - (a) fails to sign and deliver the Directors' Code of Ethics to the Corporation at the outset of his or her term of office as a Director, or within thirty (30) days after the Board amends the Director's Code of Ethics; or
 - (b) violates the Directors' Code of Ethics as determined by a vote of the Board as set out in this By-Law on at least three (3) occasions over the course of the Director's term of office. The Director's term commences at the time the Director is first elected to the Board, subject to the provisions below that apply following an hiatus from office by such Director. If a Director is re-elected, the term of office does not start from the date of re-election but from the date of first election, subject to the provisions below that apply following an hiatus from office by such Director. If a Director is re-elected to the Board after an hiatus of at least one (1) year from being a member of the said Board, the Director's term of office shall be deemed to have commenced upon the date he or she was elected to the Board following such hiatus, unless determined otherwise by a court of competent jurisdiction.
- 3.6 A violation of the Directors' Code of Ethics will be established if:
 - (a) an owner of any Unit or a Director notifies the members of the Board, in writing, of an alleged violation of the Directors' Code of Ethics by a director ("the Alleged Violation"). Upon such notice being given, the matter shall be identified as "Ethics Review" and added as the first agenda item to the next meeting of the Board for which proper notice can be given in compliance with the provisions of the Act and the by-law(s) of the Corporation. Notice of such meeting must be given to all Directors in compliance with the provisions of the Act and the by-law(s) of the Corporation. The procedure to be used for the Ethics Review shall be the same procedure used by the Board to decide all Corporation matters except, to ensure fairness, the Director named in the Code of Ethics Violation shall be allowed to address the said Board at the meeting, but shall not vote nor be present when the Board votes on the matter; and
 - (b) the majority of the remaining Directors, present at the meeting during the Ethics Review, determine whether the Alleged Violation was a violation of the Directors' Code of Ethics (a "Code of Ethics Violation") by conducting a vote. The Ethics Review shall be duly minuted in the Corporation's records and the subject Director named in the Alleged Violation will be permitted to return to the meeting if present. If it is determined, at the end of the Ethics Review, that a Code of Ethics Violation as occurred and constitutes the subject Director's third (3rd) violation during his or her term of office, then prior to concluding the Ethics Review, the subject Director shall provide, in writing, his/her immediate resignation from the Board. Such written resignation may be in the form provided in Schedule "D" hereto. If the Director refuses, or fails to tender his or her resignation in the foregoing circumstances, the

said Director's resignation shall be deemed to have been provided at the meeting and duly noted within the minutes as such.

(Future Election)

3.7 If a Director ceases to be a Director of the Corporation following an Ethics Review he/she shall not be prohibited from being elected as a Director of the Corporation during any upcoming Director's election.

Article 4 - Meetings of the Board

(Meetings of the Board are to be held locally)

4.1 After the turnover meeting of the Corporation, all meetings of Directors are to be held within . Prior to such turnover meeting, the meetings of Directors may be held anywhere in the Province of Ontario.

(Meeting schedule and calling meetings)

- 4.2 The Board may by resolution determine the frequency, times and locations of its regular meetings.
- 4.3 In addition, the Board has the power at any such regularly scheduled meeting of Directors, or other meeting of Directors, provided a quorum of Directors is present at the time of the resolution, to resolve not to hold one (1) or more of such regularly scheduled meetings of the Board if it so chooses. The Board may also resolve to hold one (1) or more meetings at a different date(s), place(s) and/or time(s) in lieu of any such regularly scheduled meeting(s).
- 4.4 No notice of the changed time, date or place need be given to any Director who was present at the meeting when the resolution with respect to the same was passed. However, notice of the first changed meeting date, time and place and a copy of the resolution must be given to each Director who was not so present at least forty eight (48) hours prior to the first of any such changed meetings but not thereafter for any subsequent meetings whose dates, times or locations were changed or set by the said resolution.
- 4.5 A quorum of the Directors may, at any time, call a meeting for the transaction of any business. The person calling the meeting shall give written notice of the same to all Directors. There must be at least forty eight (48) hours' notice of a Directors' meeting given to each Director unless the quorum of Directors that is calling the meeting is of the opinion there is/are pressing and significant reason(s) for holding the meeting after a lesser period of notice and a short written summary of the reason(s) is included on the notice of meeting and the same is signed by a quorum of Directors prior to such notice being given to all the Directors.

(Means of giving notice to the Directors of meetings of the Board)

- 4.6 Notice of meetings of the Board is to be given in writing to each Director by:
 - (a) personal delivery of the notice of meeting at least forty eight (48) hours before the time when the meeting is to be held;
 - (b) mailing the notice of meeting by ordinary mail at least seven (7) days before the time when the meeting is to be held;
 - (c) facsimile (telecopier) transmission at least forty eight (48) hours before the time when the meeting is to be held; or,
 - (d) any other generally accepted means of giving notice, electronic or otherwise as well as any means of notice that the Director to be given notice has agreed to in writing provided that such notice is given at least forty eight (48) hours before the time when the meeting is to be held.
- 4.7 Notice is to be directed to the Director at the latest address, facsimile or electronic mail address of the Director as shown on the records of the Corporation.

(Potential for meetings of the Board to be held by conference telephone call)

- 4.8 One (1) or more Directors may participate in a meeting of the Board by means of such telephone, electronic or other communications facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously. Any Director participating in a meeting by such means is deemed to be present at the meeting.
- 4.9 All of the Directors must consent in writing to such means of holding a meeting generally or in respect of a particular meeting. Such consent is effective whether it is given before or after the meeting to which it relates. A general written consent to such form of meeting need only be given once by a Director and is effective for all subsequent meetings of the Board unless and until cancelled by an instrument in writing delivered to the Board by the Director in question.

Article 5 - Provisions Affecting Meetings of the Board and Meetings of Owners

(Chairperson of meetings of the Board and Owners)

- 5.1 The President is to act as chairperson of meetings of the Board and meeting of Owners if the President is present at such meetings.
- 5.2 If the President is not present at a meeting, the Secretary is to act as chairperson of meetings of the Board and Owners.
- 5.3 Despite the foregoing provisions, those present at a meeting may vote to have someone else act as chairperson of the meeting, including, for example, the Corporation's solicitor or property manager.
- 5.4 For the purposes of this By-Law, the person acting as chairperson of meetings in accordance with the foregoing provisions shall be referred to herein as the "Chairperson".

(Voting at meetings of the Board and Owners)

- 5.5 Voting at Owners and Directors meetings shall be by a show of hands or recorded vote.
- 5.6 With respect to voting by a show of hands, a declaration by the Chairperson as to the outcome of the vote and an entry to that effect in the minutes of the meeting shall, in the absence of specific evidence to the contrary, be accepted. In such case other proof of the number or proportion of the votes recorded in favour of or against any question or resolution is not needed.
- 5.7 If voting by a show of hands is proposed, any Director or Owner may demand (prior to the vote being taken) that voting take place by ballot. Such a demand may be withdrawn.
- 5.8 At meetings of Owners only the relevant forms of proxies as are contained in the regulations to the Act may be used. No other form of proxy is allowed.

(Rules of Parliamentary Procedure)

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

Article 6 - Meetings of Owners

(Meetings to be held locally)

6.1 After the turnover meeting of the Corporation, all meetings of Owners are to be held within the County of Grey. Prior to such turnover meeting, the meetings of Owners may be held anywhere in the Province of Ontario.

(Representation at meetings of corporate Owners and those who do not attend or are unable to be present or represent themselves)

- 6.2 The following persons may represent Owners or mortgagees at meetings of the Owners and may vote in the same manner and to the same extent as such Owners or mortgagees:
 - (a) an executor/estate trustee;
 - (b) an administrator;
 - (c) an attorney for property;
 - (d) a committee of a mentally incompetent person;
 - (e) a guardian;
 - (f) a trustee;
 - (g) if a corporation is an Owner or acts as one (1) of the foregoing, any person duly appointed a proxy for such corporation; or
 - (h) a properly appointed proxy;

upon filing with the Secretary of the meeting sufficient proof of his, her or its appointment, prior to the commencement of the meeting in question.

(Provisions relating to requisitioned meetings)

- 6.3 A requisition for a meeting of Owners may be made pursuant to Section 46(1) of the Act by those Owners who, at the time the Board receives the requisition,
 - (a) own at least fifteen per cent (15%) of the Units of the condominium,
 - (b) are listed in the record maintained by the Corporation under Subsection 47(2) of the Act, and
 - (c) are entitled to vote.
- 6.4 In order to permit the Board to determine if the persons signing the requisition are shown on the register and entitled to vote, the names of all the requisitionists must be legibly printed or typed under the signature of each requisitionist.
- 6.5 Any signature that is not identified by a legibly printed or typed name of the signatory shall not be counted or otherwise considered in determining if the requisite percentage of Owners have signed the requisition for meeting.

(Section 47 Record and Voting)

- 6.6 For the purposes of the record required to be maintained by the Corporation pursuant to Section 47(2) of the Act (the "Section 47(2) Record"), each Owner of every Unit is required to provide the Corporation with written notice of such Owner's name and current address for service immediately:
 - (a) when such Owner acquires any ownership interest in the Unit; and
 - (b) subsequently upon there being any change to such Owner's name and/or address for service
- 6.7 In the event of any dispute or question as to the correct name and address for service for the Unit Owner, reference shall be had to the most recent written notice received by the

Corporation in accordance with this provision and the same shall be deemed to be correct as at the date of such dispute or question. In the event no such notice has been received by the Corporation with respect to a Unit, then regardless of whether or not the Owner of the Unit resides in the Unit, the name of the Owner(s) as registered on title to the Unit and the municipal address of the Unit shall be deemed to be, respectively, the Owner's name and address for service for the purposes of the Section 47(2) Record. Furthermore, each Owner of a Unit must advise the Board of Directors in writing of the name of any person who occupies or lives in the Unit owned by such Owner forthwith upon any such person occupying or commencing to live in the Unit.

- 6.8 For the purposes of ensuring that votes for each Unit are properly cast and counted in accordance with the provisions of section 51 of the Act, the Board is entitled to require:
 - (a) each Unit Owner to inform the Corporation in writing as to whether the Unit Owner holds title to such Unit Owner's Unit exclusively, or as a "joint tenant" or "tenant in common" with another Owner(s) and to provide the legal name(s) of such other Owner(s);
 - (b) each Unit Owner holding title to such Owner's Unit as a tenant in common to inform the Corporation in writing of such Owner's percentage ownership interest in the title to the Unit;
 - (c) any Unit Owner to provide a copy of the registered transfer/deed of such Owner's Unit to the Board;

and such information shall be entered into the Section 47(2) Record upon receipt.

- 6.9 Where the Section 47(2) Record provides that title to a Unit is held by Unit Owners as joint tenants or tenants in common, and only one (1) of the Unit Owners of the Unit attends a meeting of the Corporation in person or by proxy, the Corporation shall be entitled to:
 - (a) count such attendance toward quorum for the meeting, and
 - (b) rely on a vote cast by such Unit Owner and treat the same as valid and representing and being the vote on behalf of all of the Unit Owners of the Unit unless the Corporation is advised in writing to the contrary by any other Unit Owner of the Unit in question prior to such vote being cast.
- 6.10 Where the Section 47(2) Record provides that title to a Unit is held by Unit Owners as joint tenants or tenants in common, and more than one (1) of the Unit Owners of the Unit attends a meeting of the Corporation in person or by proxy, the Corporation shall be entitled to:
 - (a) count such attendance toward quorum for the meeting, and
 - (b) rely on a vote cast by such Unit Owner(s) or any one (1) of them and treat the same as valid and representing and being the vote on behalf of all of the Unit Owners of the Unit unless one (1) of the following has occurred,
 - (i) the Corporation has been advised in writing to the contrary by any other Unit Owner of the Unit in question prior to the vote being cast; or
 - (ii) another Unit Owner of the Unit purports to vote on the same question by a separate vote; or
 - (iii) an objection to the vote being made by such Unit Owner or Owners, as the case may be, is made to the Chairperson by any other Unit Owner of the Unit who is present at the meeting in person or by proxy, prior to the vote in question being cast.
- 6.11 Where one (1) or more of the circumstances referred to in Subsection 6.10(b) has occurred, the vote of the Unit Owners of the Unit in question shall be that of the majority of the Unit

Owners of the Unit in question as determined by the Chairperson in accordance with the provisions of Section 6.12 and 6.13 below.

- 6.12 In determining if the majority of the Unit Owners of the Unit in question are agreed on how to exercise a vote, the Chairperson shall assume that any and all other joint tenant or tenant in common Unit Owner(s) of the Unit not present at the meeting in person or by proxy is/are in agreement with the opinion of the majority of the Unit Owners of the Unit who are present in person or by proxy at the meeting unless the Corporation has been advised in writing to the contrary by any other Unit Owner of the Unit in question who is not so present at the meeting prior to the vote being cast.
- 6.13 In determining if the majority of the Unit Owners of the Unit in question are agreed on how to exercise a vote, in circumstances where the joint tenant or tenant in common Unit Owners of the Unit who are present at the meeting in person or by proxy are evenly divided on how to exercise the vote, the Chairperson shall assume that any joint tenant or tenant in common Unit Owner(s) of the Unit who is not present at the meeting in person or by proxy is abstaining from voting or having any opinion on the vote in question so that the vote of the Owners of the Unit in question shall not be counted.
- 6.14 If the most current information provided by or on behalf of the Owners of a Unit pursuant to Section 47 of the Act indicates there is more than one (1) Unit Owner of the Unit but fails to set out whether title to the Unit is held in joint tenancy or as tenants in common the Chairperson shall proceed on the basis that the title is held in joint tenancy unless prior to the vote in question the Chairperson is provided with a copy of the most current transfer/deed of the Unit or other reasonable evidence in the discretion of the Chairperson that establishes that title to the Unit is held in other than joint tenancy.

(Provisions relating to the use of Proxies and nominations for Directors from the floor of an Owners' meeting)

- 6.15 An instrument appointing a proxy for the election or removal of a Director at a meeting of Owners is required by the Act to state the name of the Directors for and against whom the proxy is to vote.
- 6.16 In order to permit Owners voting through a proxy to know the name(s) of any individuals running for the position of a Director candidates who wish to be nominated for a Director's position should give notification of their candidacy to the Board pursuant to Subsection 28(2) and/or (3) of the Act.
- 6.17 This paragraph only applies to the election of Directors other than for the position on the Board (if any) that is reserved for candidates elected only by Owners of Owner-occupied units. If, at an Owners' meeting held for the purpose of the election of such Directors, there are sufficient candidates who:
 - (a) have given notification of their candidacy to the Board pursuant to Subsection 28(2) of the Act; and,
 - (b) are nominated at such an Owners' meeting,

to fill all such vacant positions on the Board, no nominations for such position are permitted save and except for the nomination of a candidate or candidates who has/have given notification of his, her or their candidacy to the Board pursuant to Subsection 28(2) of the Act.

Notification of candidacy by a candidate pursuant to Subsection 28(2) of the Act shall be deemed to be sufficient consent in writing as required by Section 30 of the Act to act as Director unless the individual should, prior to or at the meeting and prior to the vote for Director election, give written notice to the property manager (if any), the Board or any member thereof that such individual has withdrawn his or her candidacy.

6.18 This paragraph only applies to the election of the Director to fill the position on the Board (if any) that is reserved for a candidate elected only by Owners of Owner-occupied units. If, at

an Owners' meeting held for the purpose of the election of such Director, there is at least one (1) candidate who:

- (a) has given notification of his or her candidacy to the Board pursuant to Subsection 28(3) of the Act; and,
- (b) is nominated at such a meeting of Owners,

to fill such vacant position on the Board, no nominations for such position are permitted save and except for the nomination of a candidate or candidates who has/have given notification of his, her or their candidacy to the Board pursuant to Subsection 28(3) of the Act.

Notification of candidacy by a candidate pursuant to Subsection 28(3) of the Act shall be deemed to be sufficient consent in writing as required by Section 30 of the Act to act as Director unless the individual should, prior to or at the meeting and prior to the vote for Director election, give written notice to the property manager (if any), the Board or any member thereof that such individual has withdrawn his or her candidacy.

- As a proxy may only vote for the removal of a Director listed in the proxy instrument, it is important at any Owners' meeting held for the purpose of the removal of one (1) or more Directors to ensure that a proxy only votes for the removal of the Director or Directors so listed. Consequently, any vote for the removal of one (1) or more Directors at which one (1) or more proxies is to vote must be conducted by use of a ballot that must indicate if the ballot is being voted by a proxy and if so for which Unit it is being voted. Alternatively, as prescribed by Section 52 of the Act, the vote can be conducted as a recorded vote should any person entitled to vote at the meeting request that a recorded vote be held either before or promptly after the vote. At the discretion of the Chairperson of any meeting, proxies that are filed may be considered and used as ballots in vote for the removal of one (1) or more Directors.
- 6.20 At the discretion of the Chairperson of any meeting of Owners, proxies may be used as ballots for the election or removal of Directors.
- 6.21 Only the forms of proxy as are contained in the regulations to the Act may be used at any meeting of Owners. No other form of proxy is allowed. Notwithstanding the foregoing, such form of proxy may have added to it such additional instructions as are required by the grantor to ensure the proxy holder can act or vote at the meeting in accordance with the grantor's intentions are permitted to be added to the proxy.

(Candidates for Owner-Occupant position on the Board)

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

Article 7 - Rescheduling of meetings lacking sufficient attendance

- 7.1 If, thirty (30) minutes after the time appointed for the holding of any meeting of Directors or Owners, a quorum (which shall be the minimum number prescribed by the Act) is not present, or should such numbers of persons leave a meeting of Directors or Owners at which quorum had been attained so that quorum no longer remains, the meeting shall be adjourned.
- 7.2 Any such meeting of Directors that does not acquire or loses quorum shall be adjourned to a date, time and place that is established by a quorum of Directors and of which notice is given as prescribed herein and by the Act, failing which the same shall automatically be adjourned to the next regularly scheduled meeting of the Board notice of which need not be given to anyone.

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

Article 8 - Officers

(Qualifications and Appointment of Officers)

8.1 Subject to any relevant provisions of the Act, an Officer does not need to be a member of the Board or an Owner, but must be appointed by the Board of Directors by resolution.

(Removal)

8.2 The Board may remove any Officer any time by passing a resolution removing such Officer.

(Duties of Officers)

- 8.3 The duties and responsibilities of Officers are determined by the Board.
- 8.4 Notwithstanding the foregoing, the following offices shall possess the following minimum duties and responsibilities:

(The President)

(a) The President has the responsibility to generally supervise the business and affairs of the Corporation. The President may delegate some or all of his or her authority to another member of the Board. The President must be elected by the Directors by secret written ballot.

(The Secretary)

(b) The Secretary is responsible for giving notices of meetings or otherwise as required by the Act. The Secretary is responsible to ensure that proper minutes of meetings are recorded. The Secretary must use his or her best efforts to attend all meetings of the Board and Owners. If the Secretary cannot attend a meeting, the Secretary may appoint someone deemed suitable by the Secretary to act in the place of the Secretary. The Secretary is the custodian of all books, papers, records, documents and other instruments belonging to the Corporation other than financial documents to be maintained by the Treasurer. The Secretary may, with the consent of the Board, permit the property manager or such other person as the Board deems suitable to be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation.

(The Treasurer)

(c) The Treasurer is responsible to see that proper financial records of the Corporation are kept. The Treasurer is also responsible for the safe keeping of financial documents and evidence of investment and liability. The Treasurer may, with the consent of the Board, delegate some or all of the actual accounting responsibilities and safekeeping of documents to the property manager or such other person as the Board deems suitable.

(Property Manager)

8.5 The Board may appoint or hire a property manager and authorize such manager to manage some or all of the day to day affairs of the Corporation. The property manager may be delegated some or all of the responsibilities of the Officers of the Corporation.

(Other Officers)

8.6 The Board may appoint such other Officers, or assistants to any of the existing Officers, as it deems appropriate, including one (1) or more Vice-Presidents and/or authorized signing

Officers, and may assign such duties to such other Officers and/or assistant Officers or may reassign duties as between existing Officers and/or assistant Officers as the Board, in its absolute discretion, deems appropriate. The Board may, as it deems appropriate, change the titles and/or duties of any of the Officers of the Corporation.

(Remuneration of Officers)

8.7 The Board of Directors of the Corporation may by resolution, from time to time, set the amount of any remuneration to be paid to any one (1) or more Officers of the Corporation as the Board of Directors in their absolute judgement may determine.

Article 9 - Committees

- 9.1 The Board may from time to time appoint one (1) or more committees constituted as determined by the Board in the Board's absolute discretion to assist the Board with the management of the affairs of the Corporation and in obtaining information and opinions required by the Board to properly manage the affairs of the Corporation and make recommendations on such matters as may be determined by the Board. The Board has the right to establish the terms of reference of any committees appointed by the Board, including, without limitation, appointment of committee members, the number of committee members, the number, time and location of committee meetings and the responsibilities of the committee.
- 9.2 The Board has the right to establish further guidelines with respect to the creation of committees from time to time.
- 9.3 The Board has the right to terminate the use of any committees at the discretion of the Board.
- 9.4 The Board has no obligation to follow the advice or recommendation of any committee as final decisions relating to the management and operations of the Corporation rest with the Board.

Article 10 - Banking Arrangements and Execution of Documents

(Free to deal with Banks, Credit Unions and/or Trust Companies)

10.1 The Corporation may transact its financial affairs with such banks, credit unions or trust companies as the Board may choose from time to time. The banking of the Corporation may be done by such people and in such manner as the Board may decide.

(Most documents require two (2) signatories)

10.2 Subject to specific resolutions of the Board to the contrary, documents signed on behalf of the Corporation must be signed by any two (2) Officers/or Directors or by a Director and an Officer of the Corporation. No Director or Officer may be a signatory on a cheque made out to such Director or Officer.

(Specific resolution may permit one (1) person to sign documents)

10.3 The Board may by specific resolution direct who may sign any particular document and whether any particular document need only be signed by one (1) person. A general resolution giving such signing authority to just one (1) person is not permitted unless such person is the property manager appointed by the Board and under contract to the Corporation.

Article 11 - Financial Matters

(Year end)

11.1 The first financial year of the Corporation shall end on the last day of the month in which the anniversary of the registration date of the condominium plan falls in each year or on such other day as the Board by resolution may decide.

(Borrowing)

11.2 The Directors may from time to time:

- (a) borrow money on the credit of the Corporation on behalf of the Corporation, provided such borrowing is approved by the majority of Owners in attendance at a meeting called for such approval;
- (b) issue, sell or pledge securities (including bonds, debentures, debenture stock or other like liabilities) of the Corporation but no invitation shall be extended to the public to subscribe for any such securities;
- (c) charge, mortgage, hypothecate or pledge any existing or future real or personal, movable or immovable property of the Corporation, including book debts, rights, powers, franchises and undertaking, to secure any debt or liability of the Corporation;
- (d) establish a continuing line of credit,

provided the expenditure(s) funded by the borrowing or line of credit is used for expenditures listed in the budget of the condominium for its current fiscal year.

(Matters Relating to Common Expenses)

11.3 Assessment of Common Expenses:

(Regular Annual Budget)

(a) The Board shall from time to time and at least annually prepare a budget for the next fiscal year, or remainder of the current fiscal year. Common expenses are to be assessed to each Unit in accordance with the percentages set out in the declaration.

(Special Assessments)

(b) In addition, expenditures not contemplated in the foregoing budget or which exceed the amounts set out in the foregoing budget for contemplated items of expenditure may be assessed at any time by the Board. In order to make this assessment, the Board must serve notice of such assessment on all Owners. The notice shall include a written statement setting out the reasons for the assessment. The assessment shall be payable by each Owner as common expenses at such time or times as determined by the Board and set out in written notice given to the Owners.

11.4 Payment of common expenses:

(a) The Owner of each Unit must pay one-twelfth (1/12th) of the annual assessment of common expenses levied on account of the Unit of such Owner on the first day of each month next following delivery of such assessment until a new assessment is delivered to such Owner.

11.5 Owners liability ends upon transfer of Unit:

(a) If any common expenses are payable after an Owner transfers the title to the Unit of such Owner, such Owner is not responsible to pay such common expenses. Any such common expenses shall be paid by the Owner of the Unit at the time such common expenses are payable.

11.6 Legal Action permitted to collect common expense arrears:

(a) In addition to any remedies provided by the Act, the Board may bring legal action for the collection of common expenses in arrears for at least fifteen (15) days. If such action is commenced the Corporation is entitled to be indemnified by the defaulting Owner as part of such action for all costs of such action including legal costs as between a solicitor and his/her own client.

11.7 Interest on common expenses arrears:

(a) Arrears of common expenses will bear interest calculated monthly at a variable rate equal to the Prime Rate⁴ as of the first day of January in the year in which such interest is to be calculated plus two per cent (2%). Such interest is deemed to be part of the common expenses that are in arrears. Any lien that arises because of the failure to pay common expenses when due shall also include such interest. Such lien is not released until such interest is paid.

(Realty tax assessments)

- 11.8 The Corporation is authorized, at the Board's discretion, to object to assessments under the Assessment Act or its successor legislation on behalf of Owners provided it complies with the Act and its regulations. The costs thereof shall be a common expense of the Corporation.
- 11.9 The Corporation is authorized to defray the costs of a Unit Owner's objection to an assessment under the *Assessment Act* out of the common expenses, at the sole discretion of the Board.

Article 12 - Insurance

12.1 The Corporation shall maintain insurance as required by the Act.

(Deductibles)

(Damage to common elements)

12.2 If damage should occur to part of the non-exclusive use portions of the common elements and an occupant of or visitor to a Unit (such person is referred to herein as a "Unit Occupant") is responsible for such damage and such damage was not caused by the Corporation or any agent or employee thereof, the amount that is the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy will be the responsibility of the Owner who owns the Unit in which the Unit Occupant responsible for the damage resides.

(Damage to Units and/or exclusive use portions of the common elements)

12.3 If damage should occur to a Unit or to the exclusive use portions of the common elements appurtenant to any Unit and such damage was not caused by the Corporation or any agent or employee thereof, and such damage or any part thereof is repaired at the expense of the Corporation, the amount that is the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy will be the responsibility of the Owner who owns the damaged Unit or Unit to which the damaged exclusive use portion of the common elements is appurtenant and shall be added to the common expenses payable on account of such Unit. Any right of such Unit Owner to be indemnified by another Unit Occupant or other person is a matter between the said Owner and Unit Occupant or other person and shall not involve the Corporation nor affect its right to payment from the Unit Owner in accordance with this paragraph.

Article 13 - Standard Unit Definition

- 13.1 The Act requires that the determination of what constitutes an "Improvement" or "Improvements" to a condominium Unit shall be determined by reference to the defined "standard unit" for the class of Units to which the Unit belongs.
- 13.2 The Corporation is responsible to insure the Units of this condominium plan exclusive of the Improvements to the Units.
- 13.3 Each Unit Owner is responsible to insure the Improvements to such Owner's Unit.

⁴ "Prime Rate" means the floating annual rate of interest established from time to time by the Canadian Imperial Bank of Commerce (or successor) as a reference rate of interest in Canada for Canadian dollar loans to commercial customers in Canada and designated as its prime rate.

- 13.4 Section 89 of the Act provides that the obligation to repair after damage does not include the obligation to repair after damage improvements made to a Unit.
- 13.5 Any component of a Unit over and above the defined "standard unit" for that class of Unit is considered to be an Improvement to the Unit.
- 13.6 For clarification, the consequence of such definition of "standard unit" is to cause all components of a Unit not specifically stated to be part of the standard unit to be classified, considered and defined as an Improvement thereby making the Owner(s) of such Unit completely responsible for all insurance relating to such Improvement and relieving the Corporation from being required to provide or maintain any insurance on account of such Improvement.
- 13.7 If any component of a standard unit must be "upgraded" or changed in order to comply with any applicable governmental or authority regulation or code while being repaired or replaced on account of insurable damage or destruction the said upgrade or change shall be considered part of the standard unit despite not being clearly defined herein as being part of the standard unit.
- 13.8 This condominium plan contains the following classes of Units:
 - (a) Residential Units;
 - (b) Parking Units;
 - (c) Storage Units;
 - (d) Sign Units; and
 - (e) Commercial Units.
- 13.9 The Corporation therefore creates the following definitions of a "standard Unit" for the different classes of Units within the condominium plan.

Article 14 Standard Unit Definition for Residential Units

- 14.1 The following standard unit definition for Residential Units applies to all Residential Units in this Condominium Plan.
- 14.2 The standard unit definition for a Residential Unit shall include only those components of the following that are within the Unit boundaries of the Residential Unit, such boundaries being determined by reference to the relevant schedule of the declaration and by reference to the description plans:
 - in respect of the physical ceilings in habitable rooms in the uppermost floor of the Residential Unit, every component of the Unit above and including the physical ceiling (if any and if any part of the physical ceiling is below the upper boundary of the Unit) (including taping and sanding of such physical ceiling that forms part of the Unit if the same is drywall or equivalent) but not including any priming, painting, staining, plaster finishes such as stucco or stipple or any other "finishing features" with respect to such ceilings to the extent that such priming, painting, staining, plaster finishes such as stucco or stipple or any other "finishing features" lies within the Unit boundaries of the Residential Unit;
 - (b) in respect of all other ceilings, every component of the Unit above and including the physical ceiling to and including the floor assemblies referenced in the following subparagraph that lie above such ceiling, including taping and sanding of such physical ceiling if the same is drywall or equivalent) but not including any priming, painting, staining, plaster finishes such as stucco or stipple or any other "finishing features" with respect to such ceilings;

- (c) floor assemblies, including any concrete slabs and/or other structural floor assemblies that form part of the Unit constructed to and including the sub-floor but not including any floor coverings;
- (d) all installations with respect to the provision of water and sewage services, save that any water heaters shall constitute an Improvement to the Unit;
- (e) all installations with respect to the provision of heat and ventilation save that all furnaces and AC and Other Equipment as defined in the Declaration of the Corporation shall constitute an Improvement to the Unit;
- (f) all installations with respect to the provision of electricity service (including the Unit electrical panel), telephone cable and rough ins (maximum of three (3) locations), cable television cable and rough ins (maximum of two (2) locations), all requisite smoke detectors and carbon monoxide detectors as required by applicable regulation hard wired into the electrical system, one (1) standard dryer electrical outlet, one (1) standard stove electrical outlet;
- (g) in the case of interior partitions and walls every component of the partition or wall (including taping and sanding of such partition or wall if the same is drywall or equivalent) but not including any priming, painting, staining, plaster finishes or stipple, wall coverings or any other "finishing features" with respect to such partition or wall;
- (h) with partitions and walls between Units (if any) every component of the partition or wall (including insulation (if any) and including taping and sanding of such partition or wall if the same is drywall or equivalent) but not including any priming, painting, staining, plaster finishes or stipple, wall coverings or any other "finishing features" with respect to such partition or wall;
- (i) in the case of partitions and walls between Units and common elements, every component of the partition or wall (including insulation (if any) and including taping and sanding of such partition or wall if the same is drywall or equivalent) but not including any priming, painting, staining, plaster finishes or stipple, wall coverings or any other "finishing features" with respect to such partition or wall;
- (j) basic unimproved stairways, if any, not including any covering or improvement thereto and not including any upgraded components of stairways or stairways made up of specialty woods such as oak, ash or other materials that by their nature preclude the need for further covering. It is not intended the standard unit definition for Residential Units will include stairways that are made up of materials other than basic construction materials, meaning the standard unit definition for Residential Units only includes those components of any stairways that are not in themselves suitable for use without being carpeted or otherwise covered, stained or painted;
- (k) such other components of the Unit which the Declarant would have had to construct by the then current regulations (as at the time of the repair) to achieve registration of the condominium plan including, without limiting the generality of the foregoing, all conduits, pipes, ducts, cables, wires, service connections, lines, water mains, telephone cables and access transmission lines and public utility lines that, without limiting the generality of the foregoing, provide or transmit power, communication facilities, water, fuel, and/or sewage disposal, provided same are part of the Unit.
- 14.3 Anything within the Unit boundaries of a Unit which is over and above such minimum requirements set out above shall be considered an Improvement to the Unit. For greater certainty and without limiting the generality of the foregoing all:
 - (a) AC and Other Equipment as defined in the Declaration of the Corporation (internal and external);
 - (b) furnaces;
 - (c) water softeners;

- (d) water heaters;
- (e) sump pumps;
- (f) interior trim (including casings, baseboards, doors and shelving);
- (g) floor coverings (including underpad);
- (h) countertops;
- (i) wall coverings (including primer, paint, tile and/or wall paper);
- (j) priming, painting, staining, plaster finishes such as stucco or stipple or any other "finishing features" with respect to ceilings;
- (k) window coverings;
- (I) plumbing and electrical fixtures;
- (m) Unit lighting;
- (n) kitchen and bathroom cabinetry;
- (o) bath tubs, toilets, showers and sinks,

are considered an Improvement to the Residential Unit and are the Unit Owners' responsibility to insure and to repair (subject to the provisions in the declaration of the condominium).

- 14.4 For clarification, the consequence of such definition of "standard unit" is to cause all components of a Unit that is not specifically stated to be part of the standard unit to be classified considered and defined as an Improvement thereby making the Owner(s) of such Unit completely responsible for all insurance relating thereto and relieving the Corporation from being required to provide or maintain any insurance on account thereof.
- 14.5 If any component of the standard unit must be "upgraded" or changed in order to comply with any applicable governmental or authority regulation or code while being repaired or replaced on account of insurable damage or destruction the said upgrade or change shall be considered part of the standard unit despite not being clearly defined herein as being part of the standard unit.

Article 15 - Standard Unit Definition for Parking Units and Storage Units

15.1 The standard unit definition for the Parking Units and Storage Units, if any, shall include all components thereof.

Article 16 - Standard Unit Definition for Sign Units

16.1 The standard unit definition for the Sign Units shall include only the land/soil components. No improvements to the land, whether affixed to the land or otherwise, shall be included in the standard unit definition for the Sign Units.

Article 17 – Standard Unit Definition for Commercial Units

- 17.1 The following standard unit definition for Commercial Units applies to all Commercial Units in this Condominium Plan.
- 17.2 The standard unit definition for a Commercial Unit shall include only those components of the Commercial Unit that are required to be completed as a minimum prerequisite of including such Commercial Unit in this Condominium Plan.

- 17.3 Anything within the Unit boundaries of a Commercial Unit which is over and above such minimum requirements set out above shall be considered an Improvement to the Commercial Unit. For greater certainty and without limiting the generality of the foregoing all:
 - (a) components of the ceilings, walls and floor assembly (to the extent same are part of the Unit and not common elements);
 - (b) ceiling, wall and/or floor coverings (including underpad, if any);
 - (c) interior trim (baseboard, interior Unit doors and shelving);
 - (d) Unit electrical panels;
 - (e) window coverings;
 - (f) plumbing and electrical fixtures;
 - (g) water softeners;
 - (h) lighting; and
 - (i) cabinetry,

are Improvements to the Commercial Units.

- 17.4 For clarification, the consequence of such definition of "standard unit" is to cause all components of a Commercial Unit that is not specifically stated to be part of the standard unit to be classified considered and defined as an Improvement thereby making the Owner(s) of such Commercial Unit completely responsible for all insurance relating thereto and relieving the Corporation from being required to provide or maintain any insurance on account thereof.
- 17.5 If any component of the standard unit must be "upgraded" or changed in order to comply with any applicable governmental or authority regulation or code while being repaired or replaced on account of insurable damage or destruction the said upgrade or change shall be considered part of the standard unit despite not being clearly defined herein as being part of the standard unit.

Article 18 – Authority for the Board to Lease or Licence Common Elements

- 18.1 The Board is authorized on behalf of the Corporation to:
 - (a) enter into one (1) or more leases and/or licence agreements from time to time with respect to those parts of the common elements that are not exclusive use portions of the common elements, on terms and conditions acceptable to the Board in the Board's discretion from time to time;
 - (b) amend the terms of any such lease and/or licence agreement from time to time on terms and conditions acceptable to the Board in the Board's discretion from time to time:
 - (c) terminate any such lease and/or licence agreement from time to time on terms and conditions acceptable to the Board in the Board's discretion from time to time;
 - (d) grant or transfer any one (1) or more easements and/or rights of way from time to time over, upon, under or through (or otherwise affecting) any part or parts of the common elements on terms and conditions acceptable to the Board in the Board's discretion from time to time;
 - (e) amend the terms of any one (1) or more easements and/or rights of way from time to time over, upon, under or through (or otherwise affecting) any part or parts of the common elements on terms and conditions acceptable to the Board in the Board's discretion from time to time;

- (f) terminate/release/abandon any one (1) or more easements and/or rights of way from time to time over, upon, under or through (or otherwise affecting) any part or parts of the common elements on terms and conditions acceptable to the Board in the Board's discretion from time to time;
- (g) accept any easement or right of way to which any part of this condominium plan is the dominant lands on terms and conditions acceptable to the Board in the Board's discretion from time to time;
- (h) agree to amend the terms of any one (1) or more easements or rights of way to which any part of this condominium plan is the dominant lands on terms and conditions acceptable to the Board in the Board's discretion from time to time; and
- (i) terminate/release/abandon any easement or right-of-way to which any part of this condominium plan is the dominant lands on terms and conditions acceptable to the Board in the Board's discretion from time to time.
- 18.2 To the extent that the Act requires any action set out in section 18.1 to be authorized by a by-law, this By-law shall be deemed and construed for all purposes to be and constitute the by-law providing the Board with the requisite authority to enter into any such lease, license, easement or right of way including any amendment or termination/release/abandonment of any lease, license, easement or right of way.

Article 19 - Records

(Inspection of records)

19.1 No Owner (and in the case of joint Owners this shall mean all such Owners) or mortgagee may inspect any records of the Corporation except on two (2) days prior written notice to the Board and then only after prepayment of the costs of such inspection as determined by the Board. Such costs can include costs billed by any property manager for such inspection and in preparing for same, costs of having someone attending to monitor such inspection and any other costs that the Board determines to be attributable to such inspection. Only one (1) inspection per year is permitted without the prior written consent of the Board. If photocopies are made during such inspection the costs of same shall be paid before removal of the copies by the Owner. The charge for photocopies shall be the same as that charged by the solicitor of the Corporation to the Corporation.

(Records to be made available on an annual basis)

- 19.2 A copy of the following documents shall be furnished free of charge once per year to any mortgagee or Owner on demand:
 - (a) the most recent financial statement;
 - (b) the most recent report of the auditors; and
 - (c) minutes of meetings of the Board and of the Owners (for up to one (1) year prior to the date of request).
- 19.3 Any request for more than one (1) copy per year of the documents listed above shall only be complied with upon payment of a reasonable sum representing the costs of production and supply.

(Request to review records)

19.4 A request for review of records must be on a written form prescribed by the Board listing what documents the Owner or mortgagee wishes to review and which sets out the reason for such desire for review bearing in mind inspection must be for purposes reasonably related to the Act.

Article 20 - Notice

(How notice is to be given)

- 20.1 Other than as set out in this By-Law to the contrary, any notice, communication or other document, including budgets and notices of assessments ("Notice Document") required to be given or delivered by the Corporation shall be sufficiently given by:
 - (a) personal delivery of the Notice Document by handing it to the Owner of a Unit or if jointly owned to one (1) of such joint Owners or by simply leaving the Notice Document at the address noted on the Register for the recipient, addressed to the recipient;
 - (b) mailing the Notice Document by prepaid ordinary mail or registered mail to the address noted on the Register for the recipient addressed to the recipient; or,
 - (c) such other means of electronic transmission as is generally accepted for giving of notice and/or transmission of documents.

(Notice to persons not listed on the Register)

20.2 Notice to persons whose address does not appear on the Register shall be given by forwarding same to any address(es) for such persons known to the Board.

(When notice is deemed to be received)

- 20.3 Any Notice Document shall be deemed to have been received by the recipient:
 - (a) if delivered personally, when delivered;
 - (b) if mailed, on the day it is mailed; or,
 - (c) if sent by other form of electronic transmission, upon such transmission being made.

(Notice to the Corporation)

20.4 Any Notice Document to be given to the Board or Corporation shall be sufficiently given by mailing the Notice Document by prepaid ordinary mail or registered mail to the address for service of the Corporation and shall be deemed to have been received on the fifth (5th) business day following mailing.

(Failure to give proper or any notice)

20.5 Failure to give proper notice or any notice to anyone entitled to notice shall not invalidate any action taken at any meeting or other proceeding for which notice should have been given.

Article 21 – Indemnity and Assumption Agreement with Declarant

- 21.1 The directors of the Corporation shall cause the Corporation to enter into an agreement with the Declarant in the form attached hereto as Schedule "B" (the "Indemnity and Assumption Agreement") that shall provide, amongst other things, that, effective as of the registration date of the Corporation:
 - (a) the Corporation shall assume and be responsible for complying with the terms of the Agreements (as such term is defined in the Indemnity and Assumption Agreement);
 - (b) the Corporation shall refrain from taking certain actions with respect to the budget of the Corporation and other matters relating to the operations of the Corporation all as set forth in the Indemnity and Assumption Agreement;
 - (c) the Indemnity and Assumption Agreement shall neither be terminated nor terminable by the Corporation following the turnover meeting; and

(d) the Indemnity and Assumption Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

Article 22 - Mediation

22.1 Any mediation involving any of the Owners of the condominium plan and/or the Corporation shall, in the absence of a written agreement to the contrary by all participants be conducted in accordance with the provisions of the attached Mediation Schedule.

Article 23 - Miscellaneous

- 23.1 The use of the masculine gender in this By-Law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.
- 23.2 The invalidity of any part of this By-Law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- 23.3 No restriction, condition, obligation or provision contained in this By-Law shall be deemed to have been abrogated or waived because of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.
- 23.4 The use of headings in this By-Law are for convenience of reference only and shall not affect the interpretation of this By-Law.
- 23.5 The Board is authorized on behalf of the Corporation to enter into leases or licence agreements with respect to parking spaces, if any, that are not assigned to the exclusive use of any Owner, the terms and conditions of such leases and licences to be established by the Board from time to time.

Schedule "A" Mediation Schedule

With respect to any matter which is being mediated pursuant to the provisions of the *Condominium Act, 1998* (the "Act") the parties to the mediation (the "Parties") must follow the following procedures and the mediation shall be governed by the same unless all Parties to the mediation agree in writing to the contrary.

Confidentiality

- 1. The mediation will be a confidential settlement process. Anything discussed in the mediation cannot be used in any proceeding by anyone.
- 2. Mediation sessions are settlement negotiations and disclosures are inadmissible during any further litigation or arbitration to the extent allowed by law. The Parties will not subpoena or otherwise require the mediator to testify or produce records or notes in any future proceedings. No transcripts will be kept of the mediation conference.
- 3. The Parties shall not rely on or introduce as evidence in subsequent arbitral or judicial proceedings:
 - (a) any views expressed, or suggestions made, by the other Party in respect of the possible settlement of the dispute;
 - (b) any admissions made by the other Party in the course of the mediation;
 - (c) the fact that the other Party had indicated a willingness to accept a proposal or recommendation for settlement made by another Party or the mediator;
 - (d) proposals made or views expressed by the mediator or by either Party.
- 4. All mediation conferences shall be held in private.
- 5. The only persons entitled to be present without the consent of the mediator, shall be the Parties and/or their representatives.
- 6. During the mediation process the mediator may disclose to either Party any information provided by either Party, unless the disclosing Party has specifically requested the mediator to keep the information confidential. The mediator will not disclose to anyone who is not a Party to the mediation anything (i.e., any materials submitted to the mediator) except:
 - (a) where applicable, to the lawyers or other professionals retained on behalf of the Parties or to non-Parties consented to in writing by the Parties, as deemed appropriate or necessary by the mediator;
 - (b) where ordered to do so by a judicial authority or where required to do so by law.
- 7. The mediator may disclose to any Party or to her/his/its counsel any information provided by the other Party which the mediator and the Party believe to be relevant to the issues being mediated unless a Party or her/his/its counsel has specifically requested the mediator to keep such information confidential.

Summary of dispute

8. In order to facilitate a more complete understanding of the controversy and the issues to be mediated, the Parties will each provide the mediator with a brief written (of approximately three (3) pages) of the controversy as they see it, not less than two (2) days prior to the first meeting with the mediator.

Role of mediator

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

Voluntary participation

10. Following each Party's initial attendance at the mediation session, each Party's participation in the mediation is voluntary. Any Party or the mediator may withdraw from the mediation at any time for any reason.

Representation of Parties

11. Parties to mediation are entitled to legal representation or advice prior to or during the mediation. They may have lawyers present at the mediation if they so desire. If the mediator selected by the Parties is a qualified lawyer she (he) will not provide legal representation or legal advice to any Party at any time, and the mediator will have no duty to assist or protect the legal rights and responsibilities of any Party, or to raise any issue not raised by the Parties themselves, or to determine who should participate in the mediation.

Payment of mediator's fees and expenses

12. Each Party shall pay the share of the mediator's fees and expenses that the settlement specifies, if a settlement is obtained, or the mediator specifies in the notice stating that the mediation has failed, if the mediation fails.

Choice and role of mediator and mediation agreement

- 13. The Parties shall sign the form of mediation agreement (if any) required by the mediator.
- 14. Mediation shall be conducted by one (1) mediator.
- 15. If the Parties to a mediation do not select a mediator within sixty (60) days after the Parties agree in writing to submit the disagreement to mediation the disagreement shall proceed to arbitration under the *Arbitration Act*, 1991 and the mediation shall be deemed to have failed.
- 16. The selected mediator will not represent either of the Parties in any subsequent related legal proceeding between the Parties or where they are opposed in interest.

Initial meeting

- 17. The mediator shall, on a date established by the mediator after consultation with the Parties and/or their solicitors, meet with each of the Parties and/or their solicitors separately to determine all procedural matters, including the following:
 - (a) what issues are in dispute and which matters, if any, can be agreed upon;
 - (b) what documents, correspondence, books or records exist or can be produced, when they shall be produced or exchanged and by whom;
 - (c) whether "on site" inspections and/or interviews shall be part of the proceedings;
 - (d) the retainer of experts or consultants by the mediator;
 - (e) the basis upon which the mediator's fees shall be calculated, secured and paid, including any deposit to be paid in advance;
 - (f) clarification of any initial perceived bias and agreement on dealing with it;
 - (g) whether special services such as interpreters, document translations or security measures are required, and how such services shall be provided and paid for;

- (h) fixing the locale where the mediation is to be held; and
- (i) setting the date, time and place of the initial mediation conference.
- 18. At the initial meeting with each Party, the mediator shall disclose any personal interest in the dispute, or any previous relationship with any of the Parties, or any specific bias regarding any of the issues.
- 19. The initial meeting may be held by teleconference with the consent of all Parties and the mediator.
- 20. The address for service for each Party shall be provided by the Parties to the mediator at the preliminary meeting and service to this address shall be deemed good and sufficient.
- 21. Any consensus reached at the preliminary meeting shall be recorded in writing by the Mediator and such records shall be sent within four (4) days of that meeting to each of the Parties.

Mediation conferences

- 22. The mediator shall schedule the date, time and location for any subsequent mediation conferences after consultation with the Parties and/or their solicitors and shall give each Party at least two (2) days' written notice of the agreed upon date, time and location.
- 23. A mediation conference may be terminated at any time by any Party, her or his counsel or the mediator for any reason.
- 24. Where a Party fails to attend or be represented at a mediation conference despite proper notice, the mediator may adjourn the mediation conference to a later date with fourteen (14) days' notice to all Parties, and costs may be assessed against the defaulting Party.

Report of settlement

25. Upon obtaining a settlement between the Parties with respect to the disagreement submitted to mediation, the mediator shall make a written report of the settlement which shall form part of the agreement or matter that was the subject of the mediation.

Notice of failure of mediation

26. If any one (1) or more of the Parties will not cooperate with the other(s) and/or the mediator (as determined by the mediator in the mediator's absolute discretion) or if the Parties are unable with the assistance of the mediator, to settle their dispute, the mediator shall deliver a notice to the Parties stating the mediation has failed, and if the nature of the dispute concerns a matter that falls within a category of disagreement described in the Act as requiring alternate dispute resolution, the Parties agree to resolve their dispute thereafter by arbitration under the *Arbitration Act*, 1991.

Schedule "B" to By-law Number 1 Form of Indemnity and Assumption Agreement

(BEING AN AGREEMENT WITH RESPECT TO ASSUMPTION OF OBLIGATIONS, INDEMNITIES POST REGISTRATION OBLIGATIONS AND LIMITATION OF LIABILITY)

THIS AGREEMENT made the	day of, 201
BETWEEN:	
	2159417 ONTARIO LTD. (the "Declarant")
	- and -

Grey Standard Condominium Corporation No. 106 (the "Condominium")

WHEREAS:

- the Declarant has registered Grey Standard Condominium Plan No. 106 (the "Condominium" 1. Plan") that created the Condominium;
- 2. the Declarant and/or any one (1) or more of its predecessors in title has/have entered into one (1) or more registered or other agreements with local or regional municipal governments and authorities and/or the condominium Approving Authority, including pursuant to either or both of Sections 41 and 51 of the *Planning Act*, R.S.O. 1990, c. P13 (collectively the "Municipal Agreements");
- 3. the Declarant and/or any one (1) or more its predecessors in title has/have entered into one (1) or more registered easement and access agreements for the supply of gas, electricity, telephone, cable and other services to the Condominium (collectively the "Utility Supplier Agreements");
- 4. any one (1) or more of the units and/or all or part of the common elements of the Condominium Plan and/or some or all of the assets of the Condominium (if any) may be subject to one (1) or more negative restrictive covenant agreements and/or building schemes (collectively the "Covenants and Schemes");
- 5. the Municipal Agreements, the Utility Supplier Agreements, the Covenants and Schemes are collectively referred to hereafter as the "Agreements";
- The Declarant intends to continue to market unsold units from within the Condominium Plan 6. to prospective homebuyers;
- 7. the Declarant has, will or may provide one (1) or more letters of credit or other security to the local, county and/or regional governments and it is possible that any one (1) or more of such municipalities may draw against any such letter of credit or other security on account of acts or omissions of the Condominium including, without limiting the generality of the foregoing, lack of maintenance and repair of the common elements, Condominium's assets and/or units which are the obligation of the Condominium to perform;
- 8. the Condominium has agreed to provide the Declarant from time to time with current and proposed budget figures, details and related financial and other information and documents for and in respect of the Condominium, as required by the Declarant from time to time on written request, as the Declarant considers necessary in the Declarant's sole and absolute discretion; and
- 9. the Condominium and the Declarant wish to make certain agreements as set forth herein with respect to any outstanding, incomplete or deficient construction items and any other related matters relating to the Lands (as such term is defined in the Declaration), the Condominium

and all building and structures located on or making up any part of the Condominium Plan including, without limitation, all improvements made by or on behalf of the Declarant with respect to and/or on or within the Lands (all of such present and future buildings and structures are referred to herein as the "Buildings and Improvements").

IN CONSIDERATION of the payment of One Dollar (\$1.00) by the Declarant to the Condominium and One Dollar (\$1.00) by the Condominium to the Declarant (the receipt and sufficiency of which is hereby acknowledged by each), the parties hereto agree as follows:

- 1. The recitals hereof are true in substance and in fact.
- The Condominium hereby assumes all obligations and liabilities of the Declarant directly or indirectly on account of the Agreements, other than on account of actions or omissions which have occurred up to and including the date of the registration of the Condominium and agrees to comply with all provisions of the Agreements from the date or registration of the Condominium forward.
- 3. Anything to be completed in respect of, or required to be or not to be done to comply with, the Agreements from time to time, shall be completed or done or not done by the Condominium at its sole expense in a timely and good and workmanlike manner in accordance with the requirements and specifications of the Agreements.
- 4. If any authority or municipality (be it local, county or regional) should draw upon or otherwise realize against any security provided by the Declarant, or refuse to release to the Declarant any security held by the authority or municipality including, without limiting the generality of the foregoing, any letter of credit provided by the Declarant, because of or otherwise on account of any act or omission of the Condominium or resident of the Condominium Plan, including, without limiting the generality of the foregoing, the lack of maintenance and repair of common elements, assets of the Condominium and/or units which are the obligation of the Condominium to perform, failure to water and/or otherwise care for any common elements or unit grass, shrub(s) or tree(s) or other landscaping or plants or vegetation, or on account of any changes made to the Condominium Plan that are not in accordance with all municipal approved applicable plans and municipal agreements relating thereto, then, the Condominium shall upon written demand being made of it by the Declarant, immediately pay the Declarant such amount of money as is necessary to completely indemnify and save the Declarant harmless on account of any such draw or claim against the security or the realization of any part thereof by any municipality or authority or the refusal of the municipality or authority to release any security to the Declarant.
- 5. The Condominium shall and does hereby covenant and agree to indemnify and hold and save the Declarant harmless from and against all damages, losses, costs and liability whatsoever which the Declarant may suffer or be required to pay or be unable to obtain security release on account thereof as a result of the Condominium's failure to complete, to do or not do as required by, and/or to comply with, the Agreements, (the "Condominium's Non-Compliance") other than on account of actions or omissions which have occurred up to and including the date of the registration of the Condominium Plan, and from and against any and all actual or threatened claims, actions, suits, applications, litigation, charges, complaints, prosecutions, assessments, reassessments, investigations or other proceedings of any nature or kind whatsoever (a "Claim") that may be made or asserted against the Declarant in respect of the Condominium's Non-Compliance.
- 6. If a Claim is made or brought against the Declarant in connection with the Condominium's Non-Compliance, (including any claim against any security posted by the Declarant as set out in paragraph 4 hereof), upon written notice to the Condominium, the Condominium shall, at its expense and in a timely manner, complete any item to be completed, refrain from doing anything prohibited by the Agreements, contest and defend against any Claims, and reimburse the Declarant for all costs incurred by it, including legal costs on a substantial indemnity basis, and take all such other steps as may be necessary or proper therein to prevent the resolution thereof in a manner adverse to the Declarant. If the Condominium does not, in a timely manner, take steps to deal with any such Claim, the Declarant may

- undertake steps that the Declarant, in its sole discretion, deems appropriate to address such Claim at the sole risk and expense of the Condominium.
- 7. The Condominium covenants and agrees that for the first years following the registration of the Condominium Plan that gave rise to the Condominium and each amendment plan that added additional units and/or common elements to the Condominium Plan (if any) and for any periods thereafter that the Declarant has any potential liability to the Condominium pursuant to Section 75 of the Condominium Act, 1998 (the "Act"):
 - (a) not to undertake any service not covered in the budget statement that formed part of the Declarant's disclosure statement package;
 - (b) not to increase the level or frequency of any service from that shown in the said budget so as to increase the costs beyond what is shown in the said budget;
 - (c) not to hire anyone not specifically referred to as being hired in the budget statement, nor engage any professional not specifically budgeted for in the budget statement, nor replace any employee or contractor or other service provider referred to in the said budget with a higher priced employee or contractor or other service provider.
- 8. The Condominium covenants and agrees to provide and deliver to the Declarant from time to time within ten (10) consecutive calendar days of written request of the Condominium by the Declarant without charge to or payment from the Declarant all of the following which are requested in writing by the Declarant from time to time:
 - (a) the date of the fiscal year end for the Condominium;
 - (b) a copy of the Condominium's budget for the then current fiscal year with particulars of the following for such fiscal year and, in addition, if the next fiscal year of the Condominium is to commence within two (2) months of the date of the request by the Declarant, a copy of the Condominium's Budget or proposed Budget for the next fiscal year with particulars of the following for such fiscal year:
 - (i) the fees or charges, if any, that the Condominium is required to pay to the Declarant or another person;
 - (ii) a statement of the common expenses of the Condominium;
 - (iii) a statement of the proposed amount of each expense of the Condominium, including the cost of:
 - (1) any reserve fund study and reserve fund plan required for the year;
 - (2) any performance audit under Section 44 of the Act due in the year;
 - (3) preparing audited financial statements if Subsection 43(7) requires them within the year; and,
 - (4) the cost of preparing the annual audited financial statements for the year;
 - (iv) particulars and details of the type, frequency and level of the services to be provided;
 - (v) a statement of the projected monthly common expense contribution for each type of unit;
 - (vi) the portion of the common expenses to be paid into the reserve fund;
 - (c) the status of all pending lawsuits material to the property;

- (d) the amounts of all current or expected fees, charges, rents or other revenue to be paid to or by the Corporation or by any of the owners for the use of the common elements or other facilities related to the property;
- (e) all services not included in the budget that are provided to the Condominium and expenses that others other than the Condominium pay and that might reasonably be expected to become, at any subsequent time, a common expense and the projected common expense contribution attributable to each of those services or expenses for each type of unit;
- (f) the projected amounts in all reserve funds at the end of the current fiscal year;
- (g) a summary of the most recent reserve fund study;
- (h) the most recent reserve fund plan;
- (i) such other information as the Act and its Regulations require the Declarant to provide to purchasers;
- (j) copies of all audited financial statements, all performance audits of the Condominium, all reserve fund studies and reserve fund plans of the Condominium;
- (k) particulars of any expected and/or proposed increases to common expenses and particulars of any expected and/or proposed special assessments;
- (I) particulars of any action and/or demands being contemplated by the Condominium against or of the Declarant; and
- (m) any and all information and documentation that is required to be contained in or delivered with a status certificate pursuant to Section 76(1) of the Act.
- 9. The Condominium shall and does hereby indemnify and hold and save the Declarant harmless from and against all costs and liability whatsoever which the Declarant may suffer or be required to pay as a result of the Condominium's failure to provide from time to time within ten (10) consecutive calendar days full and accurate information and documentation as set out and required in the above paragraph 8 and/or as a result of the Condominium omitting to supply any of such information and documentation.
- 10. The Condominium shall have no rights against the Declarant beyond those that are specifically granted to the Condominium under any written warranty or guarantee nor shall the Condominium bring any action or claim against the Declarant on account of any deficiency or issue with respect to the common elements of the condominium plan unless pursuant to a written warranty or guarantee.
- 11. The Condominium will from time to time upon the request of the Declarant provide the Declarant with clear evidence of the insurance carried by the Condominium. Upon written request by the Declarant, the Condominium will require its insurers to show any municipality with jurisdiction in relation to the condominium plan as a named insured on the insurance policy of the Condominium and provide written evidence thereof to the Declarant.
- 12. This Agreement shall in all respects be governed by and construed in accordance with the laws of the Province of Ontario, Canada, and all disputes, claims or matters arising out of or under it shall be governed by such laws.
- 13. Any monies owing by the Condominium to the Declarant on account of the indemnities herein shall be deemed to be a debt owing by the Condominium to the Declarant. Any such debt shall bear interest calculated monthly at a variable rate set on the first day of each month to be calculated, equal to twice the Prime Rate⁵ as of the first day of the month in which such interest is to be calculated.

⁵ "Prime Rate" means the floating annual rate of interest established from time to time by the Canadian Imperial Bank of Commerce as a reference rate of interest in Canada for Canadian dollar loans to commercial customers in Canada and designated as its prime rate.

- 14. The Declarant has (or will have), in its capacity as owner of all residential units of this Condominium Plan, signed a "group indemnity agreement" as contemplated by Section 98 of the Act with respect to either existing and/or possible changes to common elements of the Condominium Plan. Referenced in such agreement are those things which the Declarant is permitted to install, construct or place on the common elements of this Condominium Plan as it now exists in accordance with the terms of the said agreement, an unsigned copy of which is attached hereto as Schedule A.
- 15. The use of the masculine gender in this Agreement shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires and vice versa.
- 16. The invalidity of any part of this Agreement shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- 17. No obligation or provision contained in this Agreement shall be deemed to have been abrogated or waived because of any failure by the Declarant to enforce the same.
- 18. This Agreement shall neither be terminated nor terminable by the Condominium following the turnover meeting for the Condominium.
- 19. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF this agreement has been signed by each of the undersigned effective as of the date first written above.

2159417 ONTARIO LTD.
Name:
Title:
I have authority to bind the Corporation.
GREY STANDARD CONDOMINIUM
CORPORATION NO. 106

<SECRETARY'S NAME>, Secretary
We have authority to bind the Corporation.

<PRESIDENT'S NAME>, President

SECTION 98 GROUP INDEMNITY AGREEMENT (Made Pursuant to Section 98 of the *Condominium Act, 1998*)

THIS AGREEMENT made t	he day of	, 201	
BETWEEN:			
	2159417 O	ntario Ltd.	
			(the "Declarant")
	- an	d -	
	Grey Standard Condomin	ium Corporation No. 106	5
			(the "Condominium")

WHEREAS:

- 1. the Declarant owns all of the Units within Grey Standard Condominium Plan No. 106 (the "Plan"); and
- the Declarant is entering into this Agreement in order to accommodate future owners of Units (the "Owners") within the Plan who may hereafter request permission from the board of directors of the Condominium (the "Board") to make one (1) or more additions, alterations or improvements to any part of the Common Elements within the Plan, as such terms are used in Section 98 of the Condominium Act, 1998 (the "Act") (individually, an "Improvement", and collectively, the "Improvements");
- 3. this Agreement is being entered into to satisfy the requirements of Section 98(1)(b) of the Act;.

IN CONSIDERATION of the payment of Two Dollars (\$2.00) by the Declarant to the Condominium and Two Dollars (\$2.00) by the Condominium to the Declarant (the receipt and sufficiency of which is hereby acknowledged by each party), the parties hereto agree as follows:

Article 1 - General Provisions

- 1.1 In this Agreement, the terms "Act", "Board", "Improvement", "Owner" and "Plan", and the plural forms thereof, shall have the meanings ascribed to them in the recitals hereto; and
 - (a) "Common Elements" means the Common Elements of the Plan, including, without limitation, those portions of the Common Elements designated for the exclusive use of the occupants of any Unit or Units within the Plan;
 - (b) "Construct" and all its variants as applied to an Improvement shall mean and include, without limiting the generality of such term, to construct, install, connect, place, insert, erect, plant, build, make or in any other way cause the Improvement to be situate in and/or upon the Common Elements;
 - (c) "Declaration" means the declaration of the Condominium as amended from time to time;
 - (d) "Governmental Authority" means the municipality and any other governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal, having jurisdiction over the lands or use thereof and/or the registration of the Declaration and Plan;
 - (e) "Prime Rate" means the floating annual rate of interest established from time to time by the Canadian Imperial Bank of Commerce as a reference rate of interest in Canada for Canadian dollar loans to commercial customers in Canada and designated as its prime rate;

- (f) "Property" means the condominium property;
- (g) "Records of Improvements" has the meaning attributed to such term in Section 3.1 hereof;
- (h) "Removal" has the meaning attributed to such term in Section 4.7 hereof;
- (i) "Security Deposit" has the meaning attributed to such term in Section 4.3 hereof; and
- (j) "Unit" means a unit as defined in the Act and in the Declaration.
- 1.2 Any provisions of the Act relevant to additions, alterations or improvements to the Common Elements by the Declarant that are not expressly set out herein are hereby incorporated into this Agreement, and anything herein that is determined to be inconsistent with the provisions of the Act or the Declaration, by-laws and rules of the Condominium, is not therefor void but is hereby deemed to be corrected and amended to be consistent therewith.
- 1.3 The use of the masculine gender in this Agreement shall be deemed to include the feminine and neuter genders.
- 1.4 The use of the singular shall be deemed to include plural wherever the context so requires and vice versa.
- 1.5 The use of headings herein is for convenience only and shall not affect the interpretation hereof.
- 1.6 This Agreement does not apply to any Improvement that is made to the Common Elements of the Plan by the Condominium pursuant to Section 97 of the Act.
- 1.7 Each Improvement is the property of the Owner of the Unit in respect of which the Improvement is made. The Condominium confirms that it has no ownership interest in any Improvement. No Improvement is nor will any Improvement be considered at any time for any purposes part of the Common Elements.
- 1.8 The Declarant acknowledges that this Agreement is to be registered against title to each of the Units and that notice of this Agreement is to be given with any request for a status certificate with respect to a Unit.
- 1.9 This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, successors and assigns. For clarity and without limiting the generality of the foregoing, once this Agreement is registered on title to a Unit the rights, responsibilities, privileges and obligations herein of the Owner(s) of such Unit, run with the title to the Unit and are binding upon and enure to the benefit of the said Owner(s) and all subsequent Owners of the Unit from time to time. If there is more than one (1) Owner of a Unit the obligations of all Owners of that Unit on account of this Agreement shall be joint and several.

Article 2 - Provisions Relating to Approval

- 2.1 The Declarant is hereby given approval of any Improvement already completed by or on behalf of the Declarant and the Declarant is also hereby given approval to make any Improvement the Declarant chooses without further permission or regulation by the Condominium. However, apart from the foregoing permission, no approval for any other Improvement is granted hereby.
- 2.2 The Board is entitled to require any future Owner(s) of a Unit to provide such plans and specifications for any Improvement, and to make additions, deletions or other revisions to the same, as the Board, acting reasonably, determines are necessary for the Board to provide the Board's approval for any Improvement. For example and clarity only, and without limiting the generality of the foregoing, such plans and specifications may include details as to the location, manner of construction, materials and appearance of the proposed Improvement. Notwithstanding the foregoing and any other provision of this Agreement, the Board is not

required to provide the Board's approval for any Improvement noting such approval is not required for any Improvement made by or on behalf of the Declarant.

Article 3 - Records of Improvements

- 3.1 It is an obligation of the Condominium to maintain in an up to date and accurate manner one (1) or more lists, files or records ("Records of Improvements") indicating what Improvements, if any, have been approved and/or constructed by the Owner(s) of each Unit, as well as any special terms or conditions imposed in accordance with this Agreement relating to the approval, use and care thereof.
- 3.2 Notwithstanding anything else herein, this Agreement governs and applies to any and all of the Improvements constructed by or for any Owner of any Unit regardless of whether the same are listed in the Records of Improvements and regardless of whether all of the provisions of this Agreement or the relevant provisions of the Act are strictly followed with respect to the approval, construction, use or care of such Improvement. For clarity and without limiting the generality of the foregoing, this Agreement applies to all Improvements that were made prior to the time that this Agreement is entered into by the parties and registered on title to the Units, as well as all Improvements made after such time subject to the terms of this Agreement and shall govern all Improvements, and the Owners of the Units (and such Owners' successors) for or by whom such Improvements are made.
- 3.3 If an Improvement has been made to the Common Elements in proximity to or appurtenant to a Unit and was not or cannot be shown to have been made by or for the Condominium and is not listed in the Records of Improvements, the determination of whether such Improvement to the Common Elements is an Improvement for which the Owner(s) of any Unit or Units is responsible pursuant to this Agreement shall be determined by the Board in the sole, reasonable discretion of the Board.
- 3.4 It is the obligation of the Owner(s) of every Unit to cooperate with the Condominium to ensure that the Records of Improvements are up to date and accurate with respect to the Improvements that have been made by or on behalf of such Owner(s) and/or the prior owner(s) of such Owner's Unit, including, without limitation, that each Owner shall grant to the Board such access to such Owner's Unit and any of its appurtenant portions of the Common Elements designated for the exclusive use of the Owner of such Unit, if any, and shall provide the Board with such details, drawings, photographs and other information whatsoever, as the Board, in its discretion, acting reasonably, may determine is/are required in order to create and maintain the Records of Improvements so that the Records of Improvements are both accurate and up-to-date.
- 3.5 The Condominium is required to provide a copy of that portion of the Records of Improvements that pertains to a Unit with every status certificate issued by the Condominium in respect of such Unit, or to provide written advice to the person requesting such status certificate that according to its records there are no Improvements then approved or constructed with respect to the Unit.

Article 4 - Provisions Relating to Construction

- 4.1 With respect to each Improvement, made by or on behalf of any Owner(s) of a Unit other than the Declarant, such Owner(s) must construct the Improvement in strict compliance with:
 - (a) all aspects of the plans and specifications required by the Board to provide the Board's consent to the Improvement, including any additions, deletions or revisions thereto, without any deviations therefrom unless such deviations are approved in writing by the Board which approval the Board is not required to give;
 - (b) all of the other provisions of this Agreement and all applicable provisions of the Act and the Declaration, by-laws and rules of the Condominium; and,
 - (c) all applicable codes, rules, regulations, laws and ordinances of all relevant Governmental Authorities.

- 4.2 With respect to an Improvement by a subsequent Owner other than the Declarant, such Owner shall take all reasonable steps to ensure that the use made by other Unit Owners and/or the Condominium of the Units and Common Elements will not be unduly or unreasonably altered, disturbed or interfered with by such construction.
- 4.3 Prior to starting construction of an Improvement, the Board may require the Owner(s) effecting such construction (other than the Declarant) to pay a deposit to the Condominium in an amount determined by the Board, acting reasonably, which shall be a security deposit (the "Security Deposit") to be held by the Condominium until the Board is satisfied, acting reasonably, that the Improvement has been constructed in a good and workmanlike manner in accordance with the construction requirements set out in this Agreement.
- 4.4 The full amount of the Security Deposit or any part thereof may, in the Board's absolute discretion, be applied by the Condominium toward the cost of bringing the Improvement into compliance with the construction requirements set out in this Agreement if the Owner(s) do not/does not do so within a reasonable period of time after being requested to do so by the Board in writing. If the Security Deposit is insufficient to pay the cost of bringing the Improvement into compliance with the construction requirements set out in this Agreement the balance of the costs to do so, to the extent such costs are incurred by the Condominium, are monies owing by the Owner(s) of the Unit in question to the Condominium and subject to collection in accordance with this Agreement and the Act.
- 4.5 Once construction of the Improvement is completed in a good and competent manner in compliance with the requirements of this Agreement as determined by the Board, acting reasonably, the Security Deposit, or any balance thereof remaining, if any, shall be returned to the Owner(s) of the Unit in question.
- 4.6 If the Improvement is not constructed by such Owner (other than the Declarant as required hereunder), the Board, in the Board's sole and absolute discretion, may decide to complete the construction of the Improvement in compliance with such requirements, to remove the Improvement or require the Owner(s) in question to do so, all at such Owner's expense. The Board is hereby granted the right to enter in or onto any part of a Unit or the Common Elements to give effect to the Board's decisions in accordance with this provision. The costs incurred by the Condominium in accordance with this provision are deemed to be monies owing by the Owner to the Condominium and subject to collection under the provisions of this Agreement and the Act.
- Any removal, dismantling or disconnection (these and all such similar terms being hereinafter referred to as "Removal") of an Improvement, whether on a temporary or permanent basis, shall be treated for all purposes hereunder as if the result were itself an Improvement hereunder and the Removal being the construction thereof. For clarity, this includes a requirement that the Owner(s) wishing to effect such Removal obtain written approval from the Board prior to commencing such Removal. Upon any such Removal of any Improvement, whether or not Board approval has been obtained, the Owner(s) must return the affected parts of the Common Elements to the state, condition and location they had prior to the original/first construction of the Improvement, unless otherwise permitted or required by the Board in writing, and all costs associated with the Removal and such repair of the Common Elements shall be borne by such Owner(s). Any costs incurred or claims suffered by the Condominium on account thereof shall be monies owing by such Owner(s) to the Condominium and subject to collection under the provisions of this Agreement and the Act.
- 4.8 If a mechanics' or construction lien is registered against a Unit and/or Common Elements of the Condominium on account of any Improvement or any aspect thereof, the Owner(s) of the Unit who is responsible for the Improvement must immediately remove the lien, failing which the Condominium may, at its option, obtain a discharge of the lien by:
 - (a) paying the amount claimed under the lien into Court;
 - (b) posting a bond or other security; or
 - (c) any other method available to it;

and any such payment and other costs incurred by the Condominium in so doing (including all legal fees, charges, disbursements, applicable H.S.T. and other taxes) will be borne solely by such Owner(s) and will be an additional common expense owing by such Owner(s) that shall be due and payable when requested by the Board. The costs incurred by the Condominium on account of the foregoing are deemed to be monies owing by the Owner(s) to the Condominium and subject to collection under the provisions of this Agreement and the Act.

Article 5 - Repair and Maintenance of Improvements

- The Owner(s) of every Unit is/are responsible to maintain and repair or, if necessary, replace all of the Improvements for which such Owner(s) is/are responsible pursuant to the terms of this Agreement after weathering, deterioration, aging and/or damage and in accordance with such standards of care and other requirements that may be established by the Board from time to time with respect to Improvements. The terms "maintain" and "repair after damage" as used herein shall have the meanings that are ascribed to them in the Act.
- If any Owner(s) fail(s) to maintain and repair any Improvement for which such Owner(s) is/are responsible as required by this Agreement, the Board, in the Board's sole and absolute discretion, may take steps to effect such maintenance or repairs (and the Board is hereby granted the right to enter in or onto any part of any Unit and/or the Common Elements to do so) and/or may withdraw the Board's approval for the Improvement and require such Owner(s) to remove the Improvement forthwith and at such Owner's own expense. If the Improvement in question is not removed as and when required by the Board, the Condominium may effect such removal with the costs of same being monies owing by such Owner to the Condominium and subject to collection under the provisions of this Agreement and the Act.
- 5.3 If the Board determines it is necessary or advisable to access, move, remove or dismantle an Improvement to allow the Condominium to carry out the Condominium's duties or fulfill any of the Condominium's obligations, the Owner(s) of the Unit responsible for the Improvement pursuant to this Agreement must permit such access or must move, remove or dismantle the Improvement as requested by the Board and in the time frame and to the location specified by the Board, all at such Owner's sole expense. The Board will provide such Owner(s) with at least forty eight (48) hours' notice of any such request, except in an emergency (as determined solely by the Board). If such Owner(s) fail(s) to permit access or to move, remove or dismantle the Improvement, as the case may be, to the satisfaction of the Board and in the time frame and to the location specified by the Board, the Board is irrevocably authorized to do so (including to enter in or upon any Unit and/or the Common Elements to do so) at such Owner's sole expense. Such Owner(s) shall be solely responsible for the costs and completion of the subsequent relocation, replacement or reconstruction of the Improvement in the Improvement's original location (or as otherwise agreed by the Board in writing), which shall be done strictly in accordance with the terms of this Agreement pertaining to construction of Improvements. If the Improvement remains on the Property during any work and is not moved back to such Improvement's prior position (or as otherwise agreed by the Board in writing) within a time frame established by the Board, the Board has the right to remove and dispose of the Improvement at the expense of such Owner. Any costs incurred by the Condominium on account of any of the foregoing shall be monies owing by such Owner to the Condominium and subject to collection in accordance with the provisions of this Agreement and the Act.

Article 6 - Costs and Indemnities

6.1 Any and all monies owing by any Owner(s) to the Condominium on account of this Agreement shall be due and payable in accordance with any written demand by the Board. If unpaid as and when due and payable as aforesaid, the same shall be deemed to be, and for all purposes are and shall be collected as, common expenses in arrears for which a lien can be registered against the title to the Owner's Unit and enforced in accordance with the relevant provisions of the Act with respect to the collection of common expenses that are in arrears. Such amounts in arrears shall each bear interest calculated monthly at the rate set out in the bylaw(s) of the Condominium or, if none is there recorded, at a variable rate set on the first day of each month and equal to twice the Prime Rate as of the first day of the month in which

- such interest is to be calculated. Such interest is deemed to be part of the common expenses that are deemed to be in arrears.
- 6.2 Notwithstanding the payment and/or use of any Security Deposit, the Owner(s) of each Unit must and shall indemnify and save the Condominium, the Board, the Declarant and all other Owners and occupants of Units in the Plan, and each of their employees, agents and invitees, fully harmless from all costs (including all legal fees, charges, disbursements and applicable taxes), damages, claims, losses or liabilities suffered or incurred by any of them whether directly or indirectly on account of any breach of the provisions of this Agreement by such Owner(s) or as a result of an Improvement for which such Owner(s) is/are responsible, such Improvement's construction, use, care or removal, and all amounts payable by any of such Owner(s) on account of such costs, damages, claims, losses and liabilities will be deemed to be monies owing by such Owner to the Condominium and subject to collection under the provisions of this Agreement and the Act.
- 6.3 Since each Improvement is the property of the Owner(s) who is/are responsible for the Improvement in question, the costs of insurance therefor shall be borne solely by such Owner(s). If it is determined by the Board that any insurance coverage is required to be carried by the Condominium on account of the Improvement, the costs thereof shall be paid by the Condominium and, if requested by the Board in writing, reimbursed to the Condominium by such Owner(s). Further, such Owner(s) shall reimburse the Condominium for any deductible paid by the Condominium pursuant to the Condominium's insurance policies as a result of, or relating to, the Improvement. If such costs and/or deductible amounts are not paid by such Owner(s) after receipt of a written request therefor from the Board, then notwithstanding any other provisions of this Agreement, the same shall be immediately deemed to be monies owing by such Owner to the Condominium and subject to collection under the provisions of this Agreement and the Act.
- 6.4 If this Agreement is terminated at any time with respect to a Unit, the Owner(s) of such Unit will be responsible for the cost (including all legal fees, charges and disbursements and applicable H.S.T. and other taxes) of the discharge or removal of this Agreement from title to such Owner's Unit. Any costs incurred by the Condominium on account thereof shall be paid by such Owner(s) after receipt of a written request therefor from the Board, and, notwithstanding any other provisions of this Agreement, if unpaid shall be immediately deemed to be monies owing by such Owner to the Condominium and subject to collection under the provisions of this Agreement and the Act.

Article 7 - Miscellaneous Provisions

- 7.1 This Agreement constitutes the entire agreement between the parties. Each of the parties acknowledges that, except as contained in this Agreement, there is no representation, warranty, collateral agreement or condition (whether a direct or collateral condition or an express or implied condition) which induced it to enter into this Agreement.
- 7.2 If there is a disagreement between the Condominium and any Owner(s) with respect to this Agreement or any part of it, the disputing party will give written notice of the dispute to the other party. If, within ten (10) days after the date the written notice is so given, the parties are unable to resolve the dispute, the parties hereto agree that the matter will be referred to mediation in accordance with Section 132 of the Act and the parties will be bound by the mediation provisions in the by-law(s) of the Condominium, if any. If such mediation does not resolve the dispute in question the said dispute shall be submitted to arbitration in accordance with the provisions of the Arbitrations Act, R.S.O. 1990, c. A.24 and any amendment to it. Any such arbitration shall be conducted by a single arbitrator agreed on by the parties to the dispute. If the parties shall be unable or unwilling to agree on an arbitrator within a period of forty (40) days from the receipt of notice of the dispute, the arbitrator shall be appointed by a judge of the Ontario Superior Court of Justice on application to it. The award and determination which shall be made by the arbitrator shall be final and binding on the parties. The provisions of this paragraph shall be deemed to be a submission to arbitration within the provision of the Arbitrations Act, R.S.O. 1990, c. A.24 and any amendment to it provided that any limitation in the remuneration of the arbitrator imposed by the legislation shall not be applicable.

- 7.3 Each party shall, without receiving additional consideration therefor, co-operate with and take such additional action as may be requested by the other party, acting reasonably, in order to carry out the purpose and intent of this Agreement.
- 7.4 No restriction, condition, obligation or provision contained in this Agreement shall be deemed to have been abrogated or waived because of any failure to enforce the same, irrespective of the number of violations or breaches that may occur. No amendment or waiver of this Agreement will be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement will constitute a waiver of any other provision nor will any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.
- 7.5 The invalidity of any part of this Agreement shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- 7.6 Time is of the essence in this Agreement in the performance of the duties of the Owners and the Condominium.
- 7.7 This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same Agreement. Furthermore, this Agreement or any individual execution page hereof may be transmitted by facsimile and the reproduction of signatures thereby will be deemed to be original and legally binding.

IN WITNESS WHEREOF this Agreement has been signed by each of the undersigned effective as of the date first written above.

2159417 ONTARIO LTD.
Per:
Name:
Title:
I have authority to bind the Corporation.
GREY STANDARD CONDOMINIUM CORPORATION NO. 106
Per:
Name:
Title: President
Name:
Title: Secretary
We have authority to bind the Corporation.

Schedule "C" to By-law Number 1 Form of Directors' Code of Ethics

I have consented to act as a Director of the Corporation and I agree to comply with the following Directors' Code of Ethics throughout my terms as a Director:

Article 1

- 1.1 In carrying out my duties as a director of Grey Standard Condominium Corporation No. 106 (the "Corporation") I will at all times during my term of office as a director:
 - (a) act honestly and in good faith;
 - (b) do nothing to violate the trust of the unit owners I serve;
 - (c) exercise the degree of care, diligence and skill of a responsibly prudent person in comparable circumstances;
 - (d) apply a concerted effort to attend all Corporation board of directors' (the "Board") and unit owners' meetings;
 - (e) act in a responsible manner and with due diligence to become familiar with the affairs of the Corporation and to uphold its declaration, by-laws, rules, resolutions, policies, agreements in full compliance with the requirements of the Condominium Act, 1998 and all other applicable legislation;
 - (f) keep myself aware of all provisions of the declaration, by-laws and rules of the Corporation;
 - (g) conduct myself in a professional and businesslike manner at meetings of the Board and unit owners;
 - (h) approach all Board issues with an open mind, preparing to make the best decisions on behalf of the Corporation;
 - (i) act ethically with integrity and in accordance with all applicable legislation;
 - (j) comply with rules of good conduct and will deal with all unit owners and other directors of the Corporation as well as all residents, guests, trades, managers, contractors, employees and professional representatives of the Corporation in a respectful and polite manner;
 - (k) comply with principles of good governance and procedural rules of order;
 - (I) abide by decisions of the Board even though I may disagree with the decisions, but I reserve the right to express my own views to owners upon non-confidential issues;
 - (m) commit the necessary efforts, exercise the appropriate leadership and assume such duties as may reasonably be required to fulfill my role as a director;
 - (n) participate in conducting the Board's business in the form of resolutions, policies, rules or by-laws as the circumstances require;
 - (o) refrain from making erroneous or defamatory statements about the Corporation or any unit owners and other directors of the Corporation as well as all residents, guests, trades, managers, contractors, employees and professional representatives of the Corporation;
 - (p) attempt to prevent or minimize conflict and disruption, and will promote good relations amongst persons involved in our condominium community;

- (q) recognizing that governance of a condominium corporation involves complex and changing requirements, I will continue to educate myself by reading relevant educational materials (such as CCI's News & Views, CM Magazine or Condominium Business Magazine);
- (r) support attendance by one (1) or more Board members at any condominium seminars presented by the Canadian Condominium Institute (CCI), including CCI's Basic Directors' Course and CCI Advanced Directors' Courses at the costs of the Corporation and use reasonable efforts to attend such seminars myself.

Article 2 Conflicts of Interest

- 2.1 I am not currently aware of any actual or potential conflict of interest with respect to any matter: (1) considered to be a conflict of interest with the Corporation pursuant to the Condominium Act, 1998; (2) in which the Corporation is involved; or (3) generally with respect to any interest of the Corporation.
- 2.2 Without limitation, I am not involved in any contract, transaction, deficiency claim, warranty claim, legal action, proceedings or any matter detrimental to the Corporation.
- 2.3 If I become aware of any such conflict, I will immediately disclose such conflict to the Board.
- 2.4 I will not promote my own interests or those of any owner, resident, family member, friend or contractor to the detriment of the Corporation.
- 2.5 I will not seek any special benefits or privileges as a director or officer of the Corporation or accept any compensation either personally or on behalf of any other person except as permitted by a by-law of the Corporation.
- 2.6 I will act only in the best interests of the Corporation as a whole and I will not favour the interests of any individual or group of unit owners or residents.

Article 3 Confidentiality

3.1 I will not disclose to any person (including my spouse or any other family member) information decided by the Board to be confidential or privileged or which reasonably ought to be deemed confidential. When in doubt, I will request determination of any potential issue of confidentiality by a resolution of the said Board.

Article 4 Miscellaneous

- 4.1 **Binding Effect** I recognize that by signing this Directors' Code of Ethics any of my actions contrary to this Code of Ethics may be subject to an Ethics Review as provided for in the bylaws of the Corporation.
- 4.2 This document shall constitute a non-confidential record of the Corporation.
- 4.3 I hereby agree to strictly comply with the provisions set out in this Directors' Code of Ethics.

Dated at	this	day of	, 20
WITNESS		DIRECTOR	 -

Schedule "D" to By-law Number 1

Form of Director's Resignation
TO: Grey Standard Condominium Corporation No. 106
AND TO: The unit owners and directors thereof
I,, do hereby resign my office as a director and office (if applicable) of the above
I,, do hereby resign my office as a director and office (if applicable) of the above condominium corporation, such resignation to take effect on the date hereof.
DATED III
DATED: the day of, 20
Director

OFFICE SCHEDULE

GY143591 CERTIFICATE OF RECEIPT CREY (16) OWEN SOUND

SEP 13 2017 @ 16:13 Katherino Cece

LAND REGISTRAR

DECLARATION

CONDOMINIUM ACT, 1998

GREY STANDARD CONDOMINIUM	PLAN NO. 106		
NEW PROPERTY IDENTIFI	ER'S BLOCK	37906	
RECENTLY :	37073-0204		
DECLARANT :	2159417 ONTARIO L	r <u>o.</u>	·
SOLICITOR ;			
	William Thompson ROBSON CARPENTE	R LLP	
ADDRESS:	10 Northumberland St Ayr, ON	reet	
	N0B 1E0		
			
PHONE: 519-632-1328		FAX: 519-632-1328	
No. OF UNITS	372		
FEES: \$73.90 + \$5.00 X372		\$1,933.90	

Schedule "E(2)" - 61 - Additional Expenses Related to Commercial Units Janitorial and Cleaning Supplies - 61 - Schedule "F" - - 62 - Schedule "G" - - 63 -

DECLARATION

CentreSuites

Introductory

THIS DECLARATION is made and executed by 2159417 Ontario Ltd. who is described herein as the "Declarant" and who is the owner of the property described in Schedule "A", upon which are located 31 Residential Units, 50 Commercial Units, 31 Storage Units and 259 Parking Units and 1 Sign Unit.

The registration of this Declaration and its related Description will create a Freehold Standard Condominium Corporation to which the *Condominium Act, 1998* (the "Act") applies.

The Declarant intends that the Lands and interest appurtenant to the Lands in the Description and Schedule "A" of this Declaration be governed by the Act.

Article 1 - Definitions

- 1.1 All words in this Declaration that are defined in the Act shall have the meaning ascribed to them in the Act, and:
 - (a) "AC Equipment and Other Equipment" has the meaning attributed to such term in Section 18.2 hereof;
 - (b) "Act" means the Condominium Act, 1998 and the Regulations pursuant to that Act each as amended, supplemented or replaced from time to time and any successor legislation;
 - (c) "Board" means the board of directors of the Corporation;
 - (d) "By-law" means a by-law or by-laws (as the case may be) of the Corporation;
 - (e) "Commercial Unit" means any unit that is used for commercial purposes in general conformity with the applicable zoning bylaw or minor variance approval thereto;
 - (f) "Common Elements" means all the condominium property save and except the Units but shall include, notwithstanding anything contained herein:
 - (i) any hose bib, piping and metering installed for the purpose of supplying water for use in connection with the Common Elements and situate within the boundaries of any Unit;
 - (ii) any metering installed for the purpose of measuring the consumption of any Utility despite being within the boundaries of any Unit;
 - (iii) any Common Services;
 - (iv) structural members, columns or an load bearing partitions contained within any Unit.
 - (v) anything designed herein as being Common Elements;
 - (g) "Common Services" means, subject to the provisions in this Declaration, any and all catch basins, street lighting on any internal roadway (not including private driveways), and all curbs, sidewalks, walkways, , pipes, wires, vents, ducts, cables, conduits, sewers (both storm and sanitary), service connections, electricity transformer(s), storm water swales, storm water management facilities, sump pumps, sump pump pits, weeping tiles and/or other conduits, telecommunication signal transmission and reception facilities and lines, water mains, water meters, water meter rooms, water meter chambers, fire hydrants, fire hoses and all related piping and fixtures, fire suppressant systems including all piping, sprinklers and related fixtures and components, water supply hose bibs and related piping and metering, telephone cables and access transmission lines and public and private utility lines that, without limiting the generality of the foregoing, provide or transmit, power, communication facilities, water, fuel, storm water and other drainage, and/or sewage disposal, provided:

- (i) same service only the Common Elements or more than one (1) Unit or service both a Unit and the Common Elements;
- (ii) same is/are passing through one or more Units to service another Unit (but not the Unit(s) through which the same passes) shall, to the extent that the same lie(s) outside the boundaries of the Unit being serviced by the same, be considered to be Common Services, but to the extent the same lie within the boundaries of the Unit being serviced by the same and provided the same only service such Unit, the same shall not be considered a Common Service but shall be considered part of the Unit being so solely serviced; or
- (iii) same are otherwise designated herein as Common Elements;
- (h) "Condominium Plan" means the condominium plan created by the registration of this Declaration and the related Description with respect to the Lands as amended from time-to-time:
- (i) "Corporation" means the condominium corporation created by the registration of this Declaration and the related Description on the title to the Lands;
- (j) "Declaration" means this declaration of this Corporation as amended from time-to-time:
- (k) "Declarant" means 2159417 Ontario Ltd.;
- (I) "Description" means the description as defined in section 1 of the Act;
- (m) "Event" has the meaning attributed to such term in Section 27.1 hereof;
- (n) "Event Costs" has the meaning attributed to such term in Section 27.1 hereof;
- (o) "Event Lump Sum Payment" has the meaning attributed to such term in Section 27.3(a) hereof;
- (p) "Event Notification Date" has the meaning attributed to such term in Section 27.4 hereof;
- (q) "Event Payment Date" has the meaning attributed to such term in Section 27.6 hereof;
- (r) "Event Periodic Payments" has the meaning attributed to such term in Section 27.3(b) hereof;
- (s) "Gas Utility" means Union Gas or any other utility company (if any) supplying natural gas to the Condominium Plan;
- (t) "Governmental Authority" means the municipality and any other governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal, having jurisdiction over the Lands or use thereof and/or the registration of the Declaration and Description;
- (u) "Guest" means a person who visits a Residential Unit and includes someone who stays overnight or longer in a Residential Unit, who is not:
 - (i) a Unit Owner, a Unit Owner's spouse, child or children, Invitee, or servant; and,
 - (ii) a tenant or licensee of a Unit or such tenant or licensee's spouse, child or children, Invitee, or servant.

A Guest who stays overnight at a Residential Unit for more than fifteen (15) nights out of any thirty (30) day period or more than forty five (45) nights in any one (1) three hundred sixty five (365) day period is deemed to no longer be a Guest thereto but shall be deemed to be a Unit Occupant of the said Unit;

- (v) "Invitee" means a person who is requested to attend a Unit for the purpose of providing a service in relation to the Unit, performing work within a Unit, supplying materials to a Unit or otherwise attending at a Unit for business related purposes as opposed to social purposes;
- (w) "Lands" means the lands described in Schedule "A";
- (x) "Life Safety Warning Devices" has the meaning attributed to such term in Section 12.2 hereof;
- (γ) "Monitoring Agency" means any person, company or other organization or entity supplying metering, monitoring, cost recovery and/or administration with respect to any Private Flow Meter(s);
- (z) "Municipality" means any municipal corporation (whether local, county or regional) having jurisdiction over the Lands and its agencies;
- (aa) "Notice of Event Periodic Payments" has the meaning attributed to such term in Section 27.4 hereof;
- (bb) "Other Devices" has the meaning attributed to such term in Section 12.2 hereof;
- (cc) "Parking Unit" means a Unit that is designed to be used for motor vehicle parking;
- (dd) "Periodic Payment Additional Costs" has the meaning attributed to such term in Section 27.9(b) hereof;
- (ee) "Permitted Pets" has the meaning attributed to such term in Section 15.2 hereof;
- (ff) "Post-Secondary Educational Institution" means, without limiting the generality of that term, any educational or training institution that is recognized by the government of Ontario or any of its agencies or by the government of Canada or any of its agencies that, within their respective jurisdictions, is responsible for registering, accrediting, supervising or regulating institutions issuing any post-secondary educational credential (diploma, certificate or degree), which, for clarity, does not include any school the affairs of which are regulated under the *Education Act* of Ontario except with respect to any adult or continuing education programs offered therein;
- (gg) "Private Flow Meter" means a meter or other monitoring or measuring device used to measure the quantity of any Utility supplied to or used by or on account of any Unit; but does not include any Utility Supplier administered meters;
- (hh) "Recreational Vehicle" means boats, trailers, snowmobiles, personal water craft, all-terrain vehicles and any vehicle which contains cooking and/or sleeping facilities or which is capable of providing accommodation facilities to one (1) or more persons;
- (ii) "Residential Unit" means any unit that is used for residential purposes in general conformity with the applicable zoning bylaw or minor variance approval thereto;
- (jj) "Rule" means a rule or the rules (as the case may be) of this Corporation;
- (kk) "Section 47(2) Record" has the meaning attributed to such term in Section 21.1 hereof;
- (II) "Sign Unit" has the meaning attributed to such term in Section 8.1 hereof;
- (mm) "Storage Unit" means a Unit that is designed to be used for storage of personal goods;
- (nn) "Student" means any person attending a Post-Secondary Educational Institution or on holiday or vacation from attending such institution because he or she is between terms or otherwise;
- (oo) "Telecommunication Device" means any signal transmission or signal reception device, or any roof antenna, satellite dish, or any other antenna, exterior tower antenna, or

satellite dish antenna for either radio, television, internet or other reception or transmission, or for any other purpose and includes any exterior tower or other structure or support device that can be used as a support or otherwise in conjunction with any antenna, satellite dish, or other transmission or reception device;

- (pp) "Unit" means a unit as defined in the Act and in the Declaration and includes both the Residential Units and the Commercial Units;
- (qq) "Unit Occupant" means any Unit Owner and:
 - in respect of a Residential Unit, any Unit Owner's spouse, child or children, Invitee, servant, Guest, or tenant and tenant's spouse, child or children, Invitee, servant, Guest;
 - (ii) in respect of a Commercial Use Unit, the Unit Owner's employees, suppliers, contractors, servants, tenant(s) and such tenant's employees, suppliers, contractors and servant;
 - (iii) any other occupant of a Unit in this Condominium Plan;
- (rr) "Unit Owner" means the owner or owners of a Unit, as does the general term "Owner";
- (ss) "Unit Owner's Proportionate Share of the Event Costs" has the meaning attributed to such term in Section 27.2 hereof;
- (tt) "Unit Systems" has the meaning attributed to such term in Section 12.7 hereof;
- (uu) "Utility" means a generally available utility service including water, natural gas, heating oil, or other fuel, sanitary sewer, sewage disposal, storm sewer, electricity, telephone, cable television, Internet, and public utilities as defined by the Public Utilities Act and/or the Municipal Act, 2001 as applicable; and
- (vv) "Utility Supplier" means an entity supplying a Utility to the Units and/or Common Elements for the use or consumption by Unit Owners, Unit Occupants, and/or by or on behalf of the Corporation;
- (ww) "Vehicle Electrical Outlet" means an outlet for the supply of electricity to a vehicle for the purposes of battery charging and/or some other purpose such as without limitation providing engine block heating and includes all components of such outlet including any and all appurtenances, wiring and any other matter or thing directly or indirectly associated with such outlet that would not otherwise be in place but for such outlet.

Article 2 - General

- 2.1 Captions and headings with respect to paragraphs, articles and/or subparagraphs of this Declaration do not have any standing and are placed herein for descriptive purposes only and do not affect or in any way vary the plain meaning of the contents of the paragraphs, articles and/or subparagraphs to which they are appurtenant.
- 2.2 The use of the masculine gender in this Declaration shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires and vice versa.
- 2.3 The consent of any person having a registered mortgage against the Lands, or interests appurtenant to the Lands, is contained in Schedule "B".
- 2.4 The monuments controlling the extent of the Units are the physical boundaries set out in Schedule "C" and in the Description.
- 2.5 A statement of the proportions, expressed in percentages, of the common interests appurtenant to the Units is set out in Schedule "D".

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- CentreSuites
- 2.6 A statement of the proportions, expressed in percentages allocated to the Units, in which the Owners are to contribute to the common expenses, are set out in Schedules "D", "D(1)" and "D(2)".
- 2.7 A statement of the common expenses are set out in Schedules "E", "E(1)" and "E(2)".
- 2.8 The requisite certificate of an architect or engineer as prescribed by the Act is attached hereto as Schedule "G".
- 2.9 The address for service for the Corporation shall be 945 3rd Avenue East, Owen Sound, Ontario N4K 2K8.
- 2.10 The municipal address for the Corporation is 945 3rd Avenue East, Owen Sound, Ontario N4K 2K8.
- 2.11 The mailing address of the Corporation is 945 3rd Avenue East, Owen Sound, Ontario N4K 2K8.

Article 3 - Use of Units

- 3.1 The Residential Units shall be used for residential purposes only.
- 3.2 Despite the foregoing, home offices are permitted within the Residential Units provided the same do not:
 - (a) violate the relevant municipal zoning by-law(s);
 - (b) generate an unreasonable amount of vehicular or pedestrian traffic within any part of the Common Elements as reasonably determined by the Board; or,
 - (c) cause significant irritation to other Unit Occupants as reasonably determined by the Board.

The Board is entitled to prohibit any home offices in any Residential Unit(s) that violate the foregoing proviso.

- 3.3 Without limiting the generality of the foregoing, the Board has the right to prohibit any and all forms of babysitting services and day care facilities in any of the Residential Units of the Condominium Plan regardless of whether same are permitted by the Municipality's zoning by-laws.
- The Commercial Units are to be used for permitted non-residential uses only unless permitted to be used for residential purposes with the express written consent of the Board provided such use is permitted by the Municipality. A Unit may be used only in accordance and compliance with any and all zoning bylaws applicable to the Property or as permitted by Committee of Adjustment approved minor variance to any bylaw. Notwithstanding the generality of the foregoing or any other provision hereof, and notwithstanding any other provision in any zoning bylaw, Committee of Adjustment approved minor variance, any permit or approval of any kind obtained by any Unit Owner or Unit Occupant, no Commercial Unit may be occupied by or used in whole or in part for any purpose, business, activity or facility that in the opinion of the Board (as determined in the sole and absolute discretion of the Board):
 - (a) is illegal;
 - (b) causes, emits, and/or creates anything combustible and/or noxious and/or irritating, and/or malodorous and/or offensive, or anything else which could be considered a nuisance and can be detected in any significant way in any Unit (other than the Unit from which the same is created, caused or emitted) or in the common elements or otherwise from outside the Unit from which the same is created, caused or emitted;
 - (c) uses, causes, emits, and/or creates anything that is explosive or toxic in any dangerous quantity;

- (d) presents any significant threat of injury to the health, safety or security of any of the Unit Occupants or risk of damage to the Units, common elements and/or condominium assets within this Condominium Plan;
- (e) causes or generates or permits noise over and above what might be reasonably expected in a commercial setting unless permitted by this Declaration or otherwise by the Board in writing and subject to such conditions or restrictions as the Board may impose;
- (f) creates or is the cause of any nuisance affecting other Unit Occupants of Units within this Condominium Plan; or
- (g) constitutes any of the following uses without the express written consent of the Board and then only in strict compliance with the terms of any such consent:
 - (i) any facility, service or business where musical or theatrical entertainment or dancing is carried out on the premises, such as a night club, disco, theatre or karaoke club, unless the Board in writing expressly permits such use;
 - (ii) the storage or production of any item(s), good(s) or substance(s) which is/are toxic or maiodorous in nature or effect, or which, if it/they should escape could cause an environmental concern, or which are attractive to vermin or pests;
 - (iii) a slaughterhouse, butcher's shop or any other primary food production facility;
 - (iv) any facility, service or business involving the keeping of pets or other animals of any kind within the Unit on either a temporary or permanent basis, such as, but without limiting the generality of the foregoing, a pet store, pet supplies store, kennel or animal boarding place, veterinarian's office, pet grooming service, and so forth without the express written consent of the Board and then only in strict compliance with the terms of any such consent;
 - (v) any facility, service or business providing motor vehicle or other machinery sales, maintenance or repair, unless the Board in writing expressly permits such use;
 - (vi) constitutes activities or provides goods, materials and/or services of an "adult", erotic or pornographic and or prurient nature, whether or not such activities, goods, materials and/or services are permitted by law and whether or not such activities or services constitute all or only part of the activities, goods, materials and/or services operated or managed in the Unit or all or only part of the activities, goods, materials and/or services of the business occupying some or all of the Unit. Without restricting the generality of the foregoing, no Unit may be used in whole or in part or at all for what the Board considers in its absolute, unfettered and unquestionable opinion to be an exotic dance club, a strip club, a massage parlour (other than for therapeutic massage provided by a registered massage therapist for medical purposes), a pornographic movie theatre, retail or wholesale supply or distribution of erotic paraphernalia or pornographic materials of any kind, or for the production of pornographic materials or which are in any way prurient in nature; or
 - (vii) any residential purpose or for any purposes similar to residential use, including for inn/hotel or hotel-like uses, as short-term "executive suites" or for use as boarding/lodging/rooming houses or the like and no person shall be entitled to use a Commercial Unit for residential or overnight accommodation.
- 3.5 As of the date of registration of this Declaration, Units 1 through 32, Level 1 and Units 1 through 18, Level 2 are Commercial Units and Units 1 through 21, Level 3 and Units 1 through 10, Level 4 are Residential Units. Subject to compliance with the applicable zoning bylaw or minor variance approval thereto, an Owner of a Commercial Unit may with the prior written approval of the Declarant while it still owns any Unit within this Condominium Plan, or of the Board thereafter have such Commercial Unit re-designated as a Residential Unit. Such

approval is in the sole discretion of the Declarant or Board, as applicable, and may be granted on such conditions as the Declarant or Board, as applicable sees fit and which may include, without limitation, requirements similar to those requirements in Article 25. In the event the approval is granted, from such date such Unit will be considered a Residential Unit and subject to the provisions with respect to Residential Units set forth herein.

- 3.6 Storage Units shall only be used for the storage of personal goods of Unit Occupants. In the absence of the express written permission of the Board, nothing may be placed or kept in any Storage Unit by a Unit Occupant that emits any odour or poses any danger to any building and/or the Unit Occupants and/or the contents of any other Units. Specifically, and without limiting the generality of the foregoing, such prohibited items include materials prone to burning, explosive substances such as gasoline, other fuels and items which are prone to decomposition. Without limitation, nothing can be stored, left or kept in any Storage Unit if prohibited by the Board.
- 3.7 No Unit shall be occupied or used by anyone whose occupancy or use shall give rise to the possible cancellation of any policy of insurance. If any proposed or actual use of a Unit or the proposed or actual occupation thereof by any person or persons should in the sole determination of the Board upon the advice of its insurer and/or other counsel, cause a threatened or actual:
 - (a) increase in the cost of the insurance coverage that the Corporation is obligated to maintain on account of the provisions of the Act, the Declaration or any By-law of the Corporation; or
 - (b) cancellation and/or non-renewal of any or all of the insurance coverage that the Corporation is obligated to maintain on account of the provisions of the Act, the Declaration or any By-law of the Corporation;

then, such proposed or actual use of such Unit or proposed or actual occupation thereof by such person or persons if it has not yet occurred, shall not be allowed to occur, or, if it has occurred already and is continuing, shall immediately cease upon the written request to the Unit Owner by the Board.

- 3.8 In addition, in the sole and absolute discretion of the Board, if a Unit is occupied or used by anyone in a way that results in an increased insurance premium cost to the Corporation, the Owner of the relevant Unit shall reimburse the Corporation for the amount of the increase, and the increase in premium cost shall be added to the said Owner's contribution towards common expenses.
- 3.9 It shall be each Unit Owner's responsibility to ensure that all Unit Occupants of such Owner's Unit comply with and are aware of all current Rules and it is a duty of the Unit Owner to comply and ensure that Unit Occupants comply with all such Rules.
- 3.10 No Unit Owner shall lease the Unit Owner's Unit unless such Unit Owner causes the tenant to deliver to the Corporation an agreement signed by the tenant to the following effect:

"I,, covenant and agree that I, the members of my household and my guests from time-to-time will, in using the Unit rented by me and the Common Elements, comply with the legislation applicable to condominiums, the Declaration and the By-Law(s) and all Rules of the Condominium Corporation and the Board, applicable provisions of all municipal development, site plan and other agreements, all utility and conservation easement agreements and all restrictive covenants during the term of the tenancy."

- 3.11 As cool temperatures in a Unit can:
 - (a) cause heat loss to nearby Units and Common Elements;
 - (b) cause damage to components of the Unit; and/or

(c) lead to freezing water pipes;

each Unit Owner is responsible for ensuring that the temperature in such Owner's Unit does not fall below ten (10) degrees Celsius at any time. The Corporation shall, to effect and maintain such temperature, be entitled to repair and, if necessary, replace the heating apparatus with respect to any Unit at the expense of the Unit Owner of the Unit. Any costs incurred by the Corporation in maintaining the temperature within a Unit to at least ten (10) degrees Celsius (including maintenance, repair or replacement of the heating apparatus) shall be payable by the Unit Owner of the Unit forthwith upon the expenditure being incurred. If the Unit Owner does not pay the cost of maintaining the temperature in such Unit to a minimum of ten (10) degrees Celsius and the Corporation expends money to do so, then, the monies expended by the Corporation shall be deemed to be a common expense and an item of repair for which the Unit Owner is solely responsible.

- As high humidity levels within a Unit can cause damage to the physical structure thereof and to other Units and Common Elements and/or give rise to conditions that promote the presence of and spread of mould, it is essential that the levels of humidity within all Units be kept below the level at which damage or mould can occur. Humidity levels can be caused or contributed to by the actions or omissions of Unit Occupants. The Board is entitled to inspect any Unit as the Board sees fit from time to time and monitor humidity levels within any Unit. All Unit Occupants must comply with any requirements of the Board from time to time as to doing or omitting from doing things or activities that the Board advises may cause or contribute to humidity levels higher than those prescribed by the Board. By way of example only and without limitation of the foregoing, the Board may require that fans be run following showering in order to force high humidity level air from a Unit, that all clothes dryers be vented to the outside and that no clothes drying take place within a Unit except within an externally vented clothes dryer.
- 3.13 No person shall install, fix, hang or otherwise place window or glass door coverings of any type in any Unit that are visible from any abutting street or any other Units or the Common Elements, unless the same are white or off-white materials, including, without limitation, wood or other shutter materials, sheer curtains or draperies or other coverings lined with white or off-white material and that are in accordance with criteria established by the Board. This paragraph is intended (without limiting the generality of the foregoing) to prevent window and glass door coverings being used that were not intended for such use or which are unsightly.
- 3.14 No one shall make any changes within or to a Unit that would:
 - (a) adversely affect noise attenuation features of the Unit or any other portion of the Condominium Plan;
 - (b) diminish the fire rating of the Unit or any other portion of the Condominium Plan; or
 - (c) violate any applicable Building Codes, property standards or building regulations.
- 3.15 Subject to compliance with the foregoing paragraph no one shall do anything or make any change with respect to any part of the floor, ceiling, or roof structure or to a load bearing wall or any other load bearing component within a Unit or any part of the Condominium Plan without:
 - (a) the submission to the Board of an engineer's certificate addressed to the Corporation confirming that the proposed action will not adversely reduce the load bearing capacity of the said roof, roof structure, wall or such other load bearing component;
 - (b) obtaining the prior written consent of the Board to the proposed action which consent may be arbitrarily withheld or which consent may be granted only upon such conditions as the Board may in its sole discretion impose; and
 - (c) obtaining valid written authorization of such changes in conformity with all further requirements set out in the Act.

3.16 No person shall:

- (a) remove any floor covering from any floor in any Unit without immediately replacing the same with floor covering that has, at a minimum, the same sound attenuation qualities as the floor covering being replaced or, if required in writing by the Board, with floor covering with such superior sound attenuation qualities as may be prescribed in writing by the Board in its absolute discretion; or
- (b) install hardwood flooring, ceramic flooring or any other flooring product in accordance with the provisions of the prior paragraph in any part of a Unit without the express written consent of the Board, which consent may be arbitrarily and unreasonably withheld, unless such person is replacing existing flooring with flooring of the same type of flooring as that being replaced and such replacement flooring has, at a minimum, the same sound attenuation qualities as the flooring being replaced, or if required in writing by the Board, with flooring with such superior sound attenuation qualities as may be prescribed in writing by the Board in its absolute discretion.
- 3.17 Provided further that the Board may, as a term of its consent in the foregoing paragraph, impose any conditions, restrictions or other requirements for the installation of any such flooring that the Board, in its unfettered discretion, may deem necessary. This paragraph and the foregoing paragraph are intended (without limiting the generality of the foregoing) to prevent or significantly impair noise transmission as between floors and the Units within the Condominium. In addition, if the Board is of the opinion that flooring in a Unit has been damaged, destroyed or has worn to the point of allowing noise transmission that is unacceptable in the sole discretion of the Board the Owner of the Unit shall replace the flooring in such Owner's Unit with flooring that meets the specifications prescribed by the Board and within the time frame required by the Board. Without limitation of any of the foregoing, the Board has the right, if any flooring within an Unit is requested to be altered, to require such work or materials as is necessary to ensure at least what is currently referenced as a IIC-55 rating is obtained.
- 3.18 Noise or odour generating activities, machinery or equipment which in the absolute discretion of the Board or the Declarant may disturb the comfort or enjoyment of any other Unit Occupant shall not be permitted within this Condominium Plan.

Article 4 - Restriction to One Family Residence

- 4.1 In this Declaration reference to a "family" means a social unit consisting of:
 - (a) two (2) persons who are spouses of one another pursuant to the then applicable law of Ontario; or
 - (b) two (2) persons who are not married to each other but cohabit in a relationship of some permanence; or
 - (c) parent(s) and their children, whether biological or adopted; or
 - (d) other relatives of the registered Owner(s); or
 - (e) caregiver or caregivee.
- 4.2 Residential Units may only be occupied by members of the same family.
- 4.3 The Residential Units may only be used and occupied as one-family residences. For the purpose of these restrictions "one-family residence" means a Unit occupied or intended to be occupied as a residence by one (1) family alone, including Guests, and containing only one (1) kitchen.
- 4.4 Despite anything set out herein a family member of the family occupying a Residential Unit shall not be considered a lodger, roomer or a boarder even if he or she is contributing money in exchange for or on account of either room or board with respect to the Residential Unit.

- 4.5 Despite the foregoing, up to two (2) persons who are not members of the same family may occupy a Residential Unit.
- 4.6 Despite the foregoing, a Guest of an Owner or tenant is permitted to visit a Residential Unit from time to time. Anyone whose length of stay in or at a Residential Unit exceeds what is necessary to qualify as a Guest shall be considered to be an Occupant of the Residential Unit and living in the Residential Unit and must therefore comply with the foregoing restrictions in this Article 4 and otherwise in this Declaration.

Article 5 - Prohibition With Respect to Short Term Occupancies

- 5.1 Short term rentals or other transient use of Residential Units within this Condominium Plan including, without limitation, any hotel type use, are prohibited except as explicitly permitted by this Declaration. Short term use and transient use of Residential Units can lead to the Condominium Plan taking on an atmosphere of having a transient population. This is not consistent with the objective of establishing a stable community of long term residents.
- 5.2 Consequently, no lease, license, permission or other consent or agreement to allow residency or occupancy or use of a Residential Unit by other than a registered Owner of such Unit or a relative of such Owner¹ is allowed other than as specifically set out herein and only as specifically set out herein. This does not prohibit short term Guests provided the Unit Owner(s) is/are present and occupying the Residential Unit at such time as such Guests are visiting the Owner(s).
- 5.3 A Unit Owner is permitted to lease such Owner's Residential Unit for a lease term of at least ninety (90) consecutive days by a written lease to a single person. The tenant who signs the lease agreement and such person's relatives (as defined above) is/are allowed the use of the Residential Unit during the term of his/her/their lease. No subletting, assignment or other parting of possession of or with the lease is permitted as no other occupants other than as set out above are permitted occupancy of the Residential Unit during the term of the lease. This does not prohibit short term Guests provided the tenant is present and occupying the Residential Unit at such time as Guests are visiting the tenant(s). A copy of any written lease must be immediately provided to the Board upon request.
- 5.4 A Unit Owner may not lease such Unit Owner's Residential Unit for more than two (2) lease terms of at least ninety (90) consecutive days each in any three hundred and sixty five (365) day period. No other permission to occupy a Residential Unit be it a license, lease or other permission is allowed. For clarity, a lease term of any period of time in excess of ninety (90) days is permitted. Nothing herein prohibits long term leases of such sort provided the other provisions herein applicable to occupancy are strictly complied with.
- 5.5 If the Board or the Corporation's property manager asks an Owner to provide a copy of the written lease with respect to any occupancy of the Owner's Residential Unit that is occupied by other than a registered Owner of such Residential Unit or a relative of such Owner and the written lease is not provided within seven (7) days of the request, the occupancy of the Residential Unit is contrary to the provisions of this Declaration.
- 5.6 If there is any occupancy contrary to the provisions of this Declaration it shall immediately cease upon the written request by the Board of the Owner of the Residential Unit in which such occupancy is occurring. Any occupancy contrary to the provisions of this Declaration shall be considered a commercial use and not in keeping with the obligation to maintain all Residential Units as single family residences.
- 5.7 If a Unit Owner permits occupancy contrary to the provisions of the Declaration, the Board has the right by written notice to the Owner to prohibit any further occupancies of such Owner's Residential Unit by anyone other than the Owner(s) for a period of two (2) years from

² A person is considered a relative of an Owner if he or she would be considered a relation to the Owner as defined in the *Excise Tax Act* for the purposes of determining eligibility for new home buyer's H.S.T. rebates as such legislation exists as of the date of the registration of this Declaration.

the date of such notice and such restriction is enforceable by the Board as a restriction on occupancy imposed by this Declaration.

Article 6 - Further Restrictions With Respect to the Use of the Units

- 6.1 No Unit may be used for the purposes of a boarding house, lodging house or rooming house whether in accordance with any Municipal Bylaw(s) or otherwise.
- 6.2 No Unit may be used for the purposes of a bed and breakfast, inn or other short term stay lodging facility without the express written consent of the Board and then only in strict compliance with all requirements and conditions imposed by the Board.
- 6.3 Section 7(4)(b) of the Act permits the Declaration of a Condominium Corporation to contain conditions or restrictions with respect to the occupation and use of the Units or Common Elements.
- 6.4 No more than two (2) full- or part-time Students at a Post-Secondary Educational Institution may occupy any Residential Unit without the express, written consent of the Board, unless such Student(s) is/are residing in the Residential Unit with at least one (1) of the parents or legal guardians of at least one (1) of such Students and then only if the Residential Unit is the principal residence of such parent or legal guardian, which consent may for any reason be arbitrarily withheld.
- 6.5 The configuration and layout of the rooms within any Residential Unit may not be changed without the prior written consent of the Board which consent may be arbitrarily withheld. For the purpose of clarification this means that no internal walls or room dividers within a Residential Unit may be removed, added or modified so as to increase or decrease the number or rooms in any Residential Unit or the size of any room within any Residential Unit in the absence of such prior written consent of the Board.
- 6.6 No room in any Residential Unit that was not designated as a bedroom or potential bedroom on the Declarant's architectural plans may be used for a bedroom without the prior written consent of the Board which consent may be arbitrarily withheld.
- 6.7 Any work within a Unit that requires a building permit may not be performed without the prior written consent of the Board which consent may be arbitrarily withheld.

Article 7 - Right of Entry

7.1 Each Unit and all of the Common Elements are subject to a right of entry and access in favour of the Corporation, the Municipality, Utility Suppliers, companies that supply television and/or telephone and/or Internet facilities and any cable or other television signal supplier to permit entry by equipment, machinery and workers as is reasonably required to install, construct, repair, replace, modify, upgrade, renovate, improve and/or maintain all pipes, vents, meters, wires, ducts, cables, drains, conduits, service connections, equipment, mains for sewer and storm water, electricity transformer(s), water mains, telephone cables and access transmission lines and public utility lines (including all appurtenances to any of the foregoing) that, without limiting the generality of the foregoing, provide power, communication facilities, water, fuel, venting and/or sewage or waste water disposal to or from any one (1) or more of the Units and/or Common Elements. In addition, such right of entry is allowed on account of any emergency situation that may exist anywhere on the Lands or Condominium Plan including, without limitation, the entry onto any Unit or part of the Common Elements by medical personnel, emergency services personnel, medics, police and/or fire fighters. Any Utility Supplier and/or Monitoring Agency and/or company supplying television and/or telephone and/or Internet facilities and any cable or other television signal supplier is entitled to affix such equipment as it deems appropriate to outside walls. No Unit Occupant shall interfere with or do or omit to do anything that could reasonably be expected to impair the ability of the same to perform the function(s) intended. There shall be no construction proximate to such pipes, equipment, meters, vents, wires, ducts, cables, drains, conduits, service connections, mains for sewer and storm water, electricity transformer(s), water mains, telephone cables and access transmission lines and public utility lines (including all appurtenances to any of the foregoing) that could damage the same or impair the ability of

the same to function as intended. The Declarant and the Corporation have the right to enter any Unit and install any pipes, vents, meters, wires, ducts, cables, drains, conduits, service connections, equipment and/or mains. Access to the meters shall be in accordance with any regulations which the Utility Supplier responsible for reading the meter may have in effect or be subject to from time to time. No meter shall be hidden or obscured or blocked so that it cannot be easily and conveniently read by the person charged with the responsibility to read such meter.

- 7.2 The Corporation as a result of requesting the Gas Utility to supply the Corporation with natural gas, hereby grants to the Gas Utility a free, uninterrupted and unobstructed right and license in perpetuity to enter upon the Common Elements for the purpose of surveying, constructing, laying, using, installing, repairing, inspecting, replacing, removing, renewing, expanding, enlarging, altering/reconstructing, operating and maintaining gas lines in, on and under the said Common Elements, together with all necessary appurtenances, works, attachments, apparatus, appliances, markers, fixtures and equipment thereto which the Gas Utility may deem necessary or convenient for the purpose of the furnishing of natural and/or manufactured gas to the Lands and to any buildings or other sources of outlet from time-to-time existing upon the Lands, together with the right of free uninterrupted and unobstructed access to the said Lands, and sources of outlet for the Gas Utility, its servants, agents, workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the right hereby given.
- 7.3 The Declarant (including any successor) and the Corporation have the right to enter any Unit and install any pipes, vents, meters, wires, ducts, cables, drains, conduits, service connections, equipment and/or mains.
- 7.4 If, as a result of future construction of any building or part thereof on this Condominium Plan, it is necessary to relocate any Utility Supplier facilities such relocation (if it can be accommodated by the relevant Utility Supplier) will be at the sole cost and expense of the Corporation.
- 7.5 Access rights set out herein will be maintained for all Utility Suppliers.
- 7.6 Each Unit Owner must provide the Board with keys for all doors of and within the Unit and the current security codes necessary to deactivate such Unit's security system (if any). No one shall change any lock or place any additional locks on the doors to or within any Unit without immediately providing the Corporation with a key for each new or changed lock and shall, when requested, provide the Corporation with a key for each lock on the doors of the Unit and the Corporation shall be provided with the codes necessary to deactivate any security alarm situated therein.
- 7.7 In case of an emergency or reasonably perceived emergency, one (1) or more members of the Board, the Corporation's property management company, if any, and/or an agent or contractor of the Corporation may enter any Unit at any time and without notice for repairing or inspecting the Unit and/or the Common Elements and/or any Unit, or for correcting any condition that might result in damage or loss to the property. If the keys for all the door and garage door locks of a Unit and the security codes required to deactivate all alarms for such Unit have not been provided to a Board member and the Board is unable in the time frame necessary for access to occur to reach any contact person who can provide access whose name has been provided by the Unit Occupants for that purpose or reaching such person access is not provided in the time frame necessary for access, the Board and/or its manager, if any, and/or its agents and contractors are authorized to use such force as is necessary to permit access to the Unit with the costs of repairing the damage so caused and any charges from any alarm company being the responsibility of the Owner.

Article 8 – Sign Unit

8.1 Unit 292, Areas 1 and 2 ,Level 1 , (referred to herein as the "Sign Unit(s)") are Units created for the purpose of allowing the Declarant and/or any corporation or body permitted by the Declarant, to maintain within such Units prominent and permanent signs or monuments, markers, or other designed structure of glass, plastic, lights and/or such other materials and

design, (the "Sign(s)"), as any such corporation(s) or body require in their sole and absolute discretion, incorporating signage identifying tenants within the project, the contact information of the owner of the Sign Unit(s), indicating was designed and created by them or any one (1) of them, displaying related and other design and project awards and/or identifying other projects created and developed or being created and developed by any such company or body.

- 8.2 The registered Owner of the Sign Unit(s) shall maintain such Sign(s) in reasonable repair and condition. Other Unit Owners' and Unit Occupants' occupation and use of the Common Elements shall be restricted to the extent that they shall not interfere with, or alter, or damage such Sign(s), nor block its site lines to adjacent municipal streets, and the Corporation shall ensure that at all times the public's view of the Sign(s) from adjacent municipal streets or roads is not blocked or impeded.
- 8.3 The registered Owner of the Sign Unit(s) is entitled to install and maintain electricity lines from time to time across the Common Elements to the Sign Unit(s) for the purpose of lighting the Sign(s), and shall be entitled to hook into the Corporation's Common Elements electricity supply and use electricity at no expense, provided if the Corporation installs a flow meter to measure electricity consumption associated with the Sign Unit(s), the registered Owner of the Sign Unit(s) shall pay the cost of electricity consumed thereby.
- 8.4 Title to the Sign Unit(s) shall initially be in the Declarant's name; however, the Declarant shall be entitled to transfer title to the Sign Unit(s) to and from and among any one (1) or more corporations or entities affiliated with, related to or associated with the Declarant. If the registered Owner of the Sign Unit(s) at any time wishes to cease maintaining a Sign in the Sign Unit(s), it shall be entitled to leave or remove the Sign(s) in its sole discretion and convey the Sign Unit(s) to the Corporation and it shall then be the duty of the Corporation to complete any Land Transfer Tax Affidavit and other documentation required to convey title to the Sign Unit(s) to it and to accept title to such Unit(s) provided the registered Owner of the said Unit(s) pays any Land Transfer Tax, Excise Tax, and Registry Office Transfer Registration costs associated with the conveyance.

Article 9 - Use of Common Elements

- 9.1 No person (other than Corporation or Board authorized personnel or Invitees, who will be performing work on components of a Unit that are outside of the main Unit's boundaries, such as compressors on the roof, with Board approval which shall not unreasonably withheld,) shall be permitted on any roof or similar or related or connected exterior projection of any building, except for balconies or terraces forming part of a Unit or the Common Elements and designed and intended for the use and enjoyment of Unit Occupants and their Guests.
- 9.2 No barbeques or other cooking device(s) is/are permitted on any part of the Condominium Plan with the exception of the barbeque located on the roof terrace, if any, installed by the Declarant or any replacement thereof approved by the Board.
- 9.3 No entrance or other signs or plaques referring to the Declarant (or related company) as the developer or builder of the Corporation shall be removed, obscured or covered before conveyance by the Declarant of all its interest in the Corporation, without the prior written consent of the Declarant, which consent may be arbitrarily withheld. No other signage (other than as permitted in this Article) of any sort at all is permitted either on or within a Unit or on the Common Elements without the prior written approval of the Declarant while it still owns any Unit within this Condominium Plan, or of the Board thereafter, except that, notwithstanding this, one (1) "election sign" (during the election campaign to which it relates) and one (1) standard real estate "for sale" sign are permitted to be displayed on the inside of one (1) window on the front of each Unit provided the same do not exceed three (3) square feet in size and are not illuminated in any way.
- 9.4 No one except the Declarant, the Corporation or the Board may affect any repair, nor make any addition, alteration or improvement or renovation of the Common Elements unless the Board has given written permission for the same in compliance with the provisions of the Act and obtained the written consent thereto by the Declarant while it has any interest in this

Condominium Plan. The Board is entitled to require such agreement(s) and/or security as it may in their absolute discretion consider appropriate or necessary as a precondition for any such addition, alteration or improvement or renovation of the common elements from anyone other than the Declarant.

- 9.5 No addition or alteration to any Unit, or to the Common Elements (including the construction of any structure(s) thereon) is permitted that would have any impact on the storm water management plan applicable to the Condominium Plan or neighbouring lands unless such addition or alteration has received the prior written approval of the Board and the Municipality or Governmental Authority having jurisdiction which approval includes, without limitation, site plan approval and/or the issuance of a building permit.
- 9.6 All water stops and any other components of the water distribution system that permit the flow of water to be restricted, controlled or stopped regardless of where such water stops and/or components lie, shall be Common Elements.

Article 10 - Restrictions on Smoking

- 10.1 No Unit Occupant or other person shall smoke or hold lighted tobacco or any other substance in any common area (as defined in this paragraph) of the Condominium Plan. For the purposes of this Declaration, "common area" shall mean (i) the interior of any building or structure contained in the Condominium Plan; and (ii) any area on the Condominium Plan that is less than ten (10) meters from any such building or structure contained in the Condominium Plan.
- 10.2 No Unit Occupant or any other person shall smoke or hold lighted tobacco or any other burning or smouldering substance in:
 - (a) the Common Elements within any building or structure contained in the Condominium Plan;
 - (b) any outside area on the Condominium Plan that is less than three (3) meters from any building or structure contained in the Condominium Plan or such further distance as may be prescribed by the Board from time to time; and
 - (c) any Unit from which smoke has emanated in the past which, in the absolute discretion of the Board, has or could have caused any irritation or discomfort to any other Unit Occupant in the building. This is not intended to be used as an absolute prohibition against smoking in the Units, but is only intended to stop smoking in Units where the smoke that has emanated from such Units has caused irritation or discomfort as set out above in the past. Any such prohibition if applied shall end at such time as no Unit Occupant who was residing in the Unit at the time such smoke emanated therefrom is residing in the Unit;

unless the substance being smoked is prescribed by medical doctor licensed to practice medicine in Ontario and then only if being smoke in strict compliance with the terms of such prescription and is being smoked within a Residential Unit and is being smoked in compliance with reasonable rules prescribed by the Board from time to time with reasonable efforts being made by the person so smoking such substance to eliminate any irritation or discomfort to others.

Article 11 – Declarant's Rights of Use and Completion

- 11.1 Without the consent of the Board or the Corporation and despite anything set out in this Declaration, the Declarant is entitled:
 - (a) to complete all buildings and all improvements to the Lands and/or give permission to or contract for others to complete all buildings and all improvements to the Lands;
 - (b) to enter onto the Common Elements and Units to complete construction, display signage on the Common Elements;

- (c) maintain Units as models for display and sales purposes;
- (d) to have potential purchasers and/or tenants visit any Units owned by the Declarant (including viewing the Common Elements and passing across same); and
- (e) otherwise maintain construction offices, displays and signs on the Common Elements and in the Units owned by the Declarant

until all Units in the Condominium Plan have been sold and conveyed by the Declarant and until the Declarant has completed all of its work with respect to the Condominium Plan.

- 11.2 In addition, the Declarant can, from time-to-time, designate, assign and/or exclusively use any of the Parking Units for sales customer use, construction vehicles and activity or otherwise as it chooses until all Units in this Condominium Plan have been sold and conveyed by the Declarant.
- 11.3 Nothing in this Declaration, the By-laws or Rules of the Corporation nor anything done or omitted to be done by the Board or otherwise shall prevent or hinder any of the foregoing rights of the Declarant set out in this Article.
- 11.4 With respect to the facilities and use referred to in this Article, the Declarant, subject to the right to use the same as set out above, must otherwise comply with this Declaration, all enforceable Rules and By-laws and the Act and act reasonably.
- 11.5 Reasonable use of exterior lighting by the Declarant will not be considered a nuisance to Owners nor will any sales flags, pennants or banners of any nature or kind put in place by or on behalf of the Declarant be considered a nuisance and the same are permitted until such time as all of the Units within the Condominium Plan and all have been sold and conveyed by the Declarant.
- 11.6 Despite anything in this Declaration to the contrary or otherwise:
 - (a) the Declarant is permitted to complete construction or give permission for others to complete construction of all proposed improvements to the Lands and all buildings thereon as it chooses without the consent of the Board; and
 - (b) no provision in this Declaration that permits the Board or the Corporation to control or regulate any action or activity or which requires the prior written approval of the Board or the Declarant is applicable to anything proposed to be done or done by the Declarant or on behalf of the Declarant.

Article 12 - Unit Owner Maintenance and Repairs Obligations

- Each Unit Owner must maintain and repair (including repair or replacement after wear and tear and/or damage) such Unit Owner's Unit and all improvements to such Unit and everything therein and all components of and systems servicing such Unit, replace light bulbs on the exterior of such Unit and maintain, repair and replace all screens on the windows and doors of the Unit installed by Unit Owners pursuant to any group or other Section 98 Indemnity Agreement, except for cutting of accessible grass, weeding and maintenance of Declarant installed plantings and maintenance of any irrigation system put in place by the Declarant or the Corporation. Each Unit Owner is also responsible to clean the interior surface of all windows and the interior surface of all doors leading to the Common Elements that form part of such Unit Owner's Unit or which are appurtenant thereto or are proximate to the boundary between such Unit Owner's Unit and the Common Elements as required by the Board from time to time.
- 12.2 Each Unit shall be equipped at all times by the Unit Occupants with smoke detectors, fire detectors, carbon monoxide detectors and other life safety warning devices as are prescribed by the applicable governmental legislation, regulations and building or other codes, and as a prudent and careful owner or occupant would require, and/or as may be required by the Board, the Corporation's and/or Unit Occupants' insurers from time-to-time (the foregoing being collectively referred to herein as "Life Safety Warning Devices"), as well as dryer duct

hoses on clothes dryers, chimney flue sleeves, ventilation ducts, water hoses and hose fastening devices and mechanisms on water using appliances (such as, for example only and without limiting the generality of the foregoing, clothes washers, dishwashers, water softeners and/or water heaters) and other similar devices (the foregoing being collectively referred to herein as the "Other Devices") as are prescribed by the applicable governmental legislation, regulations and building or other codes, and as a prudent and careful owner or occupant would require, and/or as may be required by the Board, the Corporation's and/or Unit Occupants' insurers from time-to-time.

- 12.3 All driveways, walkways and parking areas of the Condominium Plan are to be kept void of any obstructions at all times other than permitted motor vehicles in driveways and designated parking areas. No Unit Occupant shall cause or permit any obstruction to be placed or left anywhere on the Common Elements driveways or walkways contrary to the foregoing. Each Unit Occupant shall maintain such areas free of obstruction (other than permitted motor vehicles) at all times.
- 12.4 If a portion of the Common Elements is obstructed by a vehicle or other impediment at the time of attempted snow and/or ice removal by the Corporation, the Unit Owner of the Residential Unit in which the vehicle's or other impediment's owner or operator is an owner, occupant or guest is responsible for the cost of the snow and/or ice removal prevented by such obstruction and for any costs or liabilities incurred by the Corporation on account of its inability to complete such snow and/or ice removal at that time.
- 12.5 If the asphalt or other hard surface area of any Common Elements area is damaged or in need of maintenance or repair because of the act or omission of any Unit Occupant, the Unit Owner of the Unit in which the Unit Occupant resides or has visited shall pay the costs of the maintenance or repair in question with such expense being deemed to be a common expense and an item of repair for which the Unit Owner is solely responsible.
- 12.6 The Life Safety Warning Devices and Other Devices in any Unit shall be kept by the Unit Owner in good operating condition and fully powered (as applicable) at all times.
- 12.7 Each Unit Owner must effect such repairs, replacements and maintenance in respect of the Unit with respect to such Unit's electrical systems, plumbing mechanisms and systems, water softener, dish washers, water and air heating and/or air-conditioning mechanisms and systems, ventilation systems, clothes dryers and drying devices, and dryer ducts, range hood vents, fireplaces and fireplace flues and chimney components (if any), (the forgoing being collectively referred to herein as the "Unit Systems") hoses and hose fastening mechanisms (i.e., for dishwashers, water softeners, water heaters and/or washing machines) and the Life Safety Warning Devices and the Other Devices servicing such Unit, as a prudent and careful owner or occupant would require and, as may be required by the Board, the Corporation's and/or Unit Occupants' insurers from time-to-time and/or as may be prescribed by the Board at the cost of the Unit Owner.
- 12.8 Each Unit's Unit Systems, Life Safety Warning Devices and Other Devices and all components thereof shall be kept in accordance with all applicable governmental legislation, regulations and building or other codes, all requirements prescribed by the Board and/or applicable law and/or as the Board and the Corporation's and Unit Occupants' insurers may require from time-to-time and the same shall be kept in a good and safe condition at all times by the Unit Owner.
- 12.9 Each Unit Owner shall provide the Board with such evidence as the Board may require from time-to-time that:
 - (a) all required Unit Systems, Life Safety Warning Devices and Other Devices are in place, fully powered (as applicable), in compliance with, and in good operating condition and in such locations as required by applicable governmental legislation, regulations and building or other codes and by the Board and the Corporation's and Unit Occupants' insurers;

- (b) the Owner's Unit's electrical system is in compliance with all applicable law and requirements of the Board;
- (c) all water using appliances in such Owner's Unit, such as, for example only without limiting the generality of the foregoing, clothes washers, dishwashers, water softeners and/or water heaters, are in a reasonable state of repair so as to be unlikely to be prone to leakage;
- (d) all ducts and vent pipes in such Owner's Unit are clean and free of flammable and/or other materials;
- (e) all water hose and hose fastening devices and mechanisms in such Owner's Unit are in good repair and properly attached to the device in the same service; and
- (f) all Unit Systems, air heating, and/or air-conditioning mechanisms in such Owner's Unit are in good operating condition, all required Life Safety Warning Devices are in place, fully powered (as applicable), in good operating condition, and in such locations as required by the Board.
- 12.10 The Board has the right to cause periodic inspections of any or all Units, including Residential Units and Commercial Units, as may be required to confirm any of the foregoing. Such persons as are designated by the Board to perform such inspections are permitted entry to any and all Units from time-to-time on twenty-four (24) hours prior notice given to any Unit Occupant except in the case of emergency as reasonably determined by the Board, in which case immediate entry may be obtained. The cost of all routine periodic inspections shall be paid by the Corporation but any additional inspections that the Board causes to be performed to fulfill any legal obligation, or upon the request of a mortgagee or Unit Owner, or due to any pending or completed transfer of title to the Unit, or to ensure that deficiencies noted in a prior inspection have been remedied, shall be at the cost of the Owner of the Unit.
- 12.11 The Board has the right to have its representatives make such installations or perform such work (including, without limiting the foregoing, any repairs, installations or replacements as may be recommended in a report based upon an inspection hereunder) required to ensure that:
 - (a) all required Unit Systems, Life Safety Warning Devices and Other Devices are in place, fully powered (as applicable), in compliance with, and in good operating condition and in such locations as required by applicable governmental legislation, regulations and building or other codes and by the Board and the Corporation's and Unit Occupants' insurers;
 - (b) each Unit's electrical system is in compliance with all applicable law and requirements of the Board;
 - (c) all water using appliances, such as, for example only without limiting the generality of the foregoing, clothes washers, dishwashers, water softeners and/or water heaters, are in a reasonable state of repair so as to be unlikely to be prone to leakage;
 - (d) all ducts and vent pipes are clean and free of flammable and/or other materials;
 - (e) all fireplaces, chimneys and flues are in compliance with all applicable law, governmental legislation, regulations and building or other codes and in a proper state of repair and condition and clean and free of blockage and that chimneys and flues are free of flammable materials;
 - (f) all water hose and hose fastening devices and mechanisms are in good repair and properly attached to the device in the same service; and
 - (g) all Unit Systems' air heating and/or air-conditioning mechanisms are in good operating condition, all required Life Safety Warning Devices are in place, fully powered (as applicable) and in good operating condition and in such locations as required by the Board.

All costs thereof and related thereto are the obligation of the Unit Owner of the Unit to pay. If the costs specified in this paragraph and/or the costs for any of the inspections that are the obligation of an Owner to pay are not paid when required by the Board such costs shall be added to the said Owner's contribution towards common expenses.

12.12 Each Unit Owner shall:

- (a) routinely (as may be recommended by any Canadian public authority such as, Health Canada and/or as required by law and/or required by the Corporation), monitor and test, at the Unit Owner's cost, within the Unit Owner's home for any substance, gas or vapour that may adversely affect people's health, such as radon gas;
- (b) comply with the standards and safe levels for such substance, gas or vapour as set out in any guidelines, standards and/or law and any amendments to such guidelines, standards and/or law; and
- (c) take all steps and measures, at the Unit Owner's cost, to promptly mitigate/reduce the indoor levels of such substance, gas or vapour to levels recommended by applicable public authorities and/or required by law, if the level of any substance, gas or vapour is/are found to exceed recommended levels.
- 12.13 If any Unit Owner fails to take all such necessary steps and measures, the Corporation shall take those necessary steps and measures and all costs incurred on account thereof by the Corporation shall be common expenses owing by such Unit Owner to the Corporation.
- 12.14 The Board is empowered to require maintenance, repair and replacement by the Unit Owner of any component of the Unit Owner's Unit including, without limitation, any component of such Unit and improvements to the Unit. The Board has the authority to dictate the person, contractor, or company who is to effect such maintenance, repair, and replacement. The Corporation, through the Board, is hereby empowered to dictate when any such maintenance, repair or replacement is to be done and who is to do such maintenance, repair or replacement. The Board has the right to determine the amount owing by each Unit Owner for whose Unit such maintenance, repair or replacement has been done. The Board also has the right to contract for such maintenance, repair or replacement on behalf of the Unit Owners for whom such work is being done and to pay for the same and collect from the Unit Owners in question the amount the Board determines is properly owing by each such Unit Owner on account of such work. Any amounts that are payable by any Unit Owner on account of the provisions of this paragraph shall be common expenses owing by such Unit Owner to the Corporation.

12.15 Notwithstanding anything contained herein:

- (a) any hose bib, piping and metering installed for the purpose of supplying water for use in connection with the Common Elements and situate within the Unit shall be deemed to be Common Elements despite being within the boundaries of any Unit; and
- (b) any metering installed for the purpose of measuring the consumption of any Utility, including, without limitation, any Private Flow Meters, shall be deemed to be Common Elements whether located within the boundaries of any Unit or anywhere else on this Condominium Plan.
- 12.16 Notwithstanding anything otherwise provided herein, each Unit shall include all parts of the Unit Systems, heating, ventilating and air conditioning (if any) equipment, metal sleeves, pipes, flues and vents and related equipment including compressors, all furnace and fireplace chimneys and flues and related equipment and all pipes, wires, cables, conduits, ducts, and related junction boxes, fixtures, outlets and other facilities relative to utilities in respect of the Unit, that service only such Unit, regardless of where they are situate, except for lateral feeds to and from the Unit.

Article 13 - Corporation Maintenance and Repair Obligations

- 13.1 The Corporation is responsible for the removal of ice and snow from the Common Elements driveways, walkways and parking areas if unobstructed by a vehicle at the time of the snow and/or ice removal subject to the provisions in 12.3.
- 13.2 The Corporation is responsible for the cutting and maintenance of any Common Elements grass and the weeding and maintenance of Common Elements landscaping, shrub beds and plantings on the Common Elements.
- 13.3 Subject to the provisions of the foregoing, the Corporation is responsible to maintain and repair (including repair or replacement after wear and tear and/or damage) the Common Elements, the Parking Units, and the Storage Units.

Article 14 General Maintenance and Repair and Other Obligations

- 14.1 All driveways, walkways and parking areas of the Condominium Plan are to be kept free of inappropriate or unusual accumulations of snow and ice in excess of what is deemed to be acceptable for residential properties similar to this property.
- 14.2 The water stops with respect to the water lines and any other components of the water distribution system that permit the flow of water to be restricted, controlled or stopped regardless of where such water stops and/or components lie within this Condominium Plan shall also be Common Elements despite being within the boundaries of any Unit. The Municipality and the Corporation, including their respective agents, contractors and workmen are entitled to access to the Unit as is necessary from time-to-time to repair and maintain and replace the water stops or to turn on and/or shut off the water being supplied to a Unit.
- 14.3 All of the Lands, whether Unit or Common Elements, shall at all times be maintained for the life of the Condominium by the party responsible for such maintenance in such manner as to comply with any applicable site plan, landscape plan, tree management plan, or site lighting plan approved by the Municipality.
- 14.4 Except with the prior express written consent of the Board and the Declarant (while it owns any Unit within this Condominium Plan):
 - (a) nothing is permitted to be placed, left, installed, situate or otherwise be in the Common Elements;
 - (b) no maintenance, addition, signage, alteration, repair, renovation, improvement, painting or staining that affects the appearance of any part of a Unit or the Common Elements that can be seen from any abutting street or from any other Unit within this Condominium Plan and/or from the Common Elements of the Corporation is permitted; and
 - (c) specifically, and without limiting the generality of the foregoing, no hot tub or other thing which may or does contain water is allowed anywhere on the Units or in the Common Elements.

For clarity, the foregoing consent is subject to the following:

- neither the Board nor the Declarant is required to provide such consent;
- (ii) if given can be revoked without reason or explanation; and
- (iii) may be subject to such conditions and/or criteria as the Board or Declarant, as the case may be, deems or determines is appropriate in its absolute discretion, including, without limiting the generality of the foregoing, a requirement that the Unit Owner making the request pay a security deposit and/or execute a waiver or indemnity in a form acceptable to the Board or Declarant, as the case may be, where it is reasonable to do so having regard to the risks of property damage and/or personal injury inherent in or attendant to allowing the

alteration, addition, placement or other thing that is the subject of such consent.

This paragraph is not applicable to the Declarant, or to any Unit owned by the Declarant.

Article 15 - Animals and Pets

General Prohibition on Animals, Insects, and Reptiles

15.1 No animals, insects, and/or reptiles are permitted to be brought into or kept within any part of the Condominium Plan, including any part of the Units or Common Element areas, except for Permitted Pets as specifically authorized by the further provisions of this Article.

Permitted Pets

- 15.2 Unit Occupants of Residential Units and their guests are permitted to bring the following types of domesticated pets to and from the Lands and to keep such pets within the Residential Unit in which they reside:
 - (a) domesticated dogs, domesticated housecats, and domesticated small birds (for example, parakeets, budgies, canaries, and parrots);
 - (b) domesticated children's pets (for example, gerbils, hamsters, rabbits, and guinea pigs);
 - (c) small fish and/or turtles kept in one (1) or more aquariums, the total volume of which does not exceed 120 liters kept inside a single Residential Unit; and
 - (d) any further individual animal, insect, and/or reptile that the Board has approved in writing as a permitted pet,

(collectively the "Permitted Pets").

For clarity, subject to the provisions with respect to service animals below, no animals, insects and/or reptiles are permitted to be brought into or kept within any Commercial Unit.

- 15.3 Unit Occupants of the Residential Units may apply to the Board for approval of an animal, insect, and/or reptile not included on the foregoing list as a Permitted Pet, which approval the Board is under no obligation to provide. The Board may revoke an approval of any animal, insect, and/or reptile as a Permitted Pet at any time.
- 15.4 A maximum of two (2) Permitted Pets may be kept in any Residential Unit.
- 15.5 Permitted Pets must be accompanied by a Unit Occupant and kept on a leash or within a cage held by a person and under reasonable control when not present in such Unit Occupant's Residential Unit, so as to not be a nuisance or cause irritation to other Unit Owners and/or Occupants.
- 15.6 No Permitted Pet may be kept in any outside areas of any Residential Unit or on any part of the Common Elements or in any Commercial Unit.
- 15.7 If any Permitted Pet should defecate in any area located within the Condominium Plan, the person accompanying the Permitted Pet shall immediately clean up the soiled area and has a duty to do so. The Board has the right to collect the costs of actual cleanup of any defecation left anywhere within this Condominium Plan from the Unit Owner of the Unit in which such Permitted Pet resides should the person accompanying the Permitted Pet fail to immediately clean up the soiled area, with such costs being deemed to be a common expense and an item of repair for which the Unit Owner is solely responsible.
- 15.8 It is the responsibility of the Unit Owner to ensure that no Permitted Pet being kept within such Owner's Residential Unit causes any nuisance including any excessive noise or offensive odour. No Permitted Pet is allowed to be kept within any Residential Unit if its presence is causing any nuisance including any excessive noise or offensive odour, and the Board is

entitled to order the removal of the same from the Lands. The question of whether or not any Permitted Pet is causing a nuisance including any excessive noise or offensive odour is within the absolute discretion and jurisdiction of the Board to determine.

Nuisance Pets

15.9 No Permitted Pet that is deemed by the Board (its absolute discretion) to be a nuisance shall be brought into or kept within any part of the Condominium Plan, including any part of the Units or Common Elements areas.

Prohibited Dog Breeds and Cross Breeds

- 15.10 Despite any of the foregoing, because the presence of certain breeds of dogs, aggressive dogs, or dogs which give the impression of being aggressive, may give concern to other Unit Occupants, there shall be no dog allowed on this Condominium Plan (Common Elements or Units) which are one (1) or more of the following breeds, cross breeds, or types: Pit Bull, Rottweiler, Doberman, Akita, any sort of guard dogs, dogs originally bred for fighting, or such other breed as the Board may determine, in its absolute discretion, from time-to-time is prohibited.
- 15.11 In addition, no dog which appears, in the opinion of the Board, to be aggressive, threatening, acting aggressively, or in any sort of a threatening manner is allowed on this Condominium Plan (Common Elements or Units). It is within the Board's absolute discretion to determine what breeds and what specific dogs are not permitted on this Condominium Plan (Common Elements or Units) and such discretion is not subject to being explained or questioned.
- 15.12 The Board has the absolute jurisdiction and authority to determine if any dog is a member of a prohibited breed or a cross breed whose lineage includes a prohibited breed and to require the permanent removal of such dog from the Lands.
- 15.13 Upon the Board notifying a Unit Occupant of such determination being made with respect to a dog that appears to reside in or visit such Residential Unit, the Board may, but is not required to, give the Unit Occupant an opportunity to challenge such determination by submitting one (1) or the other of:
 - (a) a certified pedigree issued by the Canadian Kennel Club that positively identifies the dog in question by tattoo or microchip and confirms that such dog does not have any of such breeds in its pedigree; or
 - (b) a completely unqualified written certificate to the Corporation that states therein that the Corporation is entitled to rely on same from a veterinarian that certifies there is no doubt of any nature or kind that:
 - the dog examined by the veterinarian is the dog that has been designated by the Board as being a member of a prohibited breed or a cross breed whose lineage includes a prohibited breed;
 - (ii) and that such dog is not a member of a prohibited breed or a cross-breed whose lineage includes a prohibited breed.

No other evidence shall be considered by the Board to support any such permitted challenge.

Power of Board to Order Removal

- 15.14 The Board has the absolute discretion and jurisdiction to order the permanent removal of any animal, reptile, or insect, including any Permitted Pet, from the Lands for any reason.
- 15.15 Also, notwithstanding any challenge being permitted and/or made, the Board shall not be required to explain or justify its decision to order such removal. Upon such order being given the animal, reptile, or insect in question must be permanently removed from the Lands within fourteen (14) days from the date such order is delivered to a Unit Occupant of the Residential Unit in which such pet resides or visits.

Service Animals

- 15.16 The Board may make reasonable exceptions (and shall to the extent necessary to comply with all applicable law) to the prohibitions applicable to animals for service present within the Condominium Plan for the purpose of providing assistance to an individual with a disability.
- 15.17 Prior to granting such an exception, the Board may, to the extent in compliance with all applicable law, request documentation sufficient to establish:
 - (a) the animal has been individually trained as a guide animal, hearing animal, or service animal in order to provide assistance to an individual with a disability;
 - (b) the animal provides assistance to a specified individual having a disability, which individual is a Unit Occupant or is otherwise entitled to access the Common Elements of the Condominium Plan (e.g., as a guest or visitor of Unit Occupants); and
 - (c) the medical necessity of the animal providing such assistance to the specified individual.

Article 16 - Indemnity

- 16.1 Each Unit Owner shall indemnify the Corporation and, as the case may be, other Unit Owners against loss, costs, damage or injury caused to the Common Elements or Units because of any act or omission of any Unit Occupant of the said Unit Owner's Unit. A Unit Owner shall also indemnify the Declarant and the Corporation for all their legal costs and disbursements (including legal fees on a solicitor and client basis):
 - (a) in effecting compliance by the Unit Owner or any Unit Occupant of the Unit Owner's Unit with the provisions of:
 - (i) the Declaration, By-laws, Rules and/or the Act;
 - (ii) any registered agreements with local or regional municipal governments and authorities and/or the condominium approval authority, including, pursuant to either or both of Sections 41 and 51 of the *Planning Act*, R.S.O. 1990, c. P13 those entered into by the Declarant and/or any of its predecessors in title;
 - (iii) any registered easement(s) and access agreements for the supply of gas, electricity, telephone and cable services to the Corporation entered into by the Declarant and/or any of its predecessors in title;
 - (iv) any negative restrictive covenant agreements and/or building schemes to which one (1) or more of the Units and/or all or part of the Common Elements of this Condominium Plan and/or any of the assets of the Condominium (if any) is subject; and/or
 - (b) incurred in bringing, defending, or responding to any court or tribunal application or other legal action or threat of legal action or circumstances that could give rise to any of the foregoing involving the Unit Owner and/or a Unit Occupant of the Unit Owner's Unit pursuant to the Act or on account of the provisions of this Declaration.
- 16.2 Each Unit Owner is responsible for indemnifying the Corporation or the Declarant, as the case may be, for the legal costs, fees and disbursements incurred by the Corporation or the Declarant, as the case may be, in effecting such compliance or pursuant to such court or tribunal application or other legal action even if the Unit Owner is not in possession of the Unit but has leased the same or granted any other right of occupation with respect to same.
- 16.3 If damage should occur to:
 - (a) part of the Common Elements, and/or
 - (b) the standard unit portion of any Unit;

and a Unit Occupant or Guest of a Unit has caused such damage either by act or omission and such damage was not caused by the Corporation or any agent or employee thereof who is not a Unit Occupant or Guest, the Owner who owns the Unit in which such Unit Occupant or Guest who caused such damage resides or was visiting shall be responsible to pay the amount that is the lesser of the cost of repairing the said damage and the deductible limit of the Corporations insurance policy and such cost shall be added to the Common Expenses payable on account of such Unit.

16.4 If damage should occur to any Improvement, the repair costs will be the responsibility of the Owner who owns the Unit of which such Improvement forms a part and any right of such an Owner to be indemnified by any Unit Occupant, Guest or other person is a matter between the said Owner and Unit Occupant, Guest or other person and shall not involve the Corporation.

Article 17 - Parking and Motor Vehicles

- 17.1 In the absence of the prior written permission of the Board, only the motor vehicle(s), as defined below, of a Unit Occupant may be parked in that Unit's designated parking area(s) (i.e., Parking Unit). No part of any motor vehicle, while parked in the Unit's designated parking area, shall at any time extend beyond the designated parking area so as to encroach into other areas of the Condominium Plan. No motor vehicle of any kind may be parked or left on any other portion of the Common Elements by anyone except with the written permission of the Board.
- 17.2 Only motor vehicles as defined below that are operable, with a current motor vehicle license and insurance, as is required to permit the operation of that motor vehicle on the highways of Ontario, may be parked in any designated parking area.
- 17.3 There shall be no parking or storage of derelict vehicles of any kind on or in any Unit or the Common Elements of this Condominium Plan.
- 17.4 In the absence of the prior written permission of the Board, only bona fide visitors (as determined by the Board in its absolute discretion) to a Unit may use the areas marked for visitor parking. The Board may set rules governing the use of visitor parking and it shall be each Unit Owner's responsibility to ensure that its visitors are aware of and comply with all current parking rules. Notwithstanding the foregoing, no overnight parking is permitted in any area marked for or designated for visitor parking without the express written consent of the Board.
- 17.5 Only motorcycles, automobiles, station wagons, vans, sport utility vehicles and pick-up trucks of a Unit Occupant may be parked on or in any Unit (and then only in areas designed for and appropriate for parking of motor vehicles) or the permitted areas of the Common Elements of this Condominium Plan.
- 17.6 The Board, in its sole discretion, has the right to determine what constitutes a Recreational Vehicle and shall have the further absolute right to require that a Unit Owner remove a Recreational Vehicle from any designated parking area, driveway or roadway if the said Board believes the presence of the Recreational Vehicle is violating any Rule or provision of the Declaration, including restricting traffic.
- 17.7 One (1) or more of the parking spaces to be created within this Condominium Plan will be designated as "Barrier Free Parking Unit(s)". The Board is authorized and empowered to allocate any such designated Barrier Free Parking Unit(s) for use by one (1) or more Unit Occupants of the Condominium Plan and it is expected that such use will likely be restricted to persons who are entitled to make use of municipal barrier free parking unit. The Board is entitled to charge a fee for such use as a precondition to such use. No Unit Occupant has any rights to make use of any such designated Barrier Free Parking Unit(s). The Board has discretion to decide who is to use such Barrier Free Parking Unit and on what terms and for what period of time and to revoke any permission given to use the same. No person who is allocated the use of any such Barrier Free Parking Unit(s) shall have any rights to license or lease same. Should any person entitled to use a Barrier Free Parking Unit purport to license or

lease such Barrier Free Parking Unit, such person's right to use the Barrier Free Parking Unit shall immediately terminate. The Board has the right, as a condition of such approval, to require any Unit Occupant who is allocated the use of a Barrier Free Parking Unit to give up such Unit Occupant's rights to any Parking Unit or parking spaces such Unit Occupant has the right to use and allow the same to be used for visitor or other parking as determined by the Board from time to time for so long as the Unit Occupant has the use of a Barrier Free Parking Unit. The discretion of the Board in this regard includes the right to allow the use of any such Barrier Free Parking Unit(s) by visitors to the Condominium Plan who may or may not be considered disabled or otherwise qualify to use the same on account of the designation as being reserved for persons considered disabled.

Article 18 - Equipment Provisions

- 18.1 No window mounted air-conditioners are permitted with respect to the Units except in strict compliance with the requirements of the Declarant if the Declarant owns any Unit within this Condominium Plan at such time and thereafter of the Board. There is no intention of allowing window mounted air conditioners of the type generally in use as of the date of the registration of this Declaration. This potential for allowing window mounted air-conditioners is included only to recognize that advancements in technology may allow there to be window mounted air conditioners that are significantly less offensive and irritating that those presently available.
- 18.2 Subject to any other provisions of this Declaration, no heating or air conditioning equipment nor heat pump nor similar equipment and machinery and other noise generating equipment appurtenant to or used in connection with any Unit (all of which are collectively referred to herein as "AC and Other Equipment") is permitted save and except AC Equipment that has been placed by or on behalf of the Declarant in any Unit and any replacements thereof as approved or prescribed by the Board from time to time. All AC and Other Equipment must be kept in good repair by the Owner of same so that the noise from same is kept as low as is reasonably possible. All components of such AC Equipment shall form part of the Unit the same service so that the Unit Owner of the said Unit is responsible to maintain, repair (after damage or otherwise) and replace the same as required by the Board or the Declarant. The use of any other equipment and/or power tools used by Unit Occupants shall be subject to rules established from time to time in accordance with the provisions of the Act that relate to the creation and amendment of rules.
- 18.3 There shall be no Telecommunication Device erected, fixed, resting by its own weight or otherwise, hanging, or otherwise visible anywhere on the Lands or any building or structure thereon or present or visible from any abutting street or any other Unit or Common Elements on any of the Condominium Plan, except in accordance with criteria established by the Board which has the authority to prohibit any and all Telecommunication Devices that are so visible.

Article 19 - Garbage and Recycling and Compostable Waste

19.1 Garbage, recycling and compostable waste (if any) is to be stored, placed and dealt with in accordance with the written requirements of the Board from time to time.

Article 20 – Conditions Relating to the Sale or Lease of Units

- 20.1 A Residential Unit Owner must at all times throughout such Unit Owner's ownership of the Residential Unit also be the Owner of at least one (1) Parking Unit and one (1) Storage Unit for each Residential Unit owned by such Unit Owner. Any attempted conveyance of any type of Unit(s) contrary to the foregoing provisions passes no interest in such Unit(s) to the transferee. The provisions of this sub-article do not apply to the Declarant. Notwithstanding the foregoing, a Residential Unit converted from a Commercial Unit may not include a Parking Unit or a Storage Unit.
- 20.2 No Unit Owner shall lease or license his, her or its Residential Unit unless such lease or license, as the case may be, includes a lease or license for the use of a Parking Unit and a Storage Unit that is owned by such Unit Owner or to which such Unit Owner has the right of usage as the case may be.

20.3 If no Unit Occupant of a Residential Unit makes use of a Parking Unit owned by the Owner of such Residential Unit the Unit Owner of such Residential Unit shall be entitled to lease the said Parking Unit or parking space provided, however, that any such lease must be no longer than one (1) year in duration inclusive of rights of renewal and be to a person who is and continues to be a Unit Occupant of a Residential Unit within this Condominium Plan. The rental, leasing, or licensing of the use of a Parking Unit to someone who is not a Unit Occupant of this Condominium Plan is strictly prohibited without the express written consent of the Board.

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Article 21 - Section 47 - Record and Voting

- 21.1 For the purposes of the record required to be maintained by the Corporation pursuant to Section 47(2) of the Act (the "Section 47(2) Record"), each Owner of every Unit is required to provide the Corporation with written notice of such Owner's name and current address for service immediately:
 - (a) when such Owner acquires any ownership interest in the Unit, and
 - (b) subsequently upon there being any change to such Owner's name and/or address for service.
- 21.2 In the event of any dispute or question as to the correct name and address for service for the Unit Owner, reference shall be had to the most recent written notice received by the Corporation in accordance with this provision and the same shall be deemed to be correct as at the date of such dispute or question. In the event no such notice has been received by the Corporation with respect to a Unit, then regardless of whether or not the Owner of the Unit resides in the Unit the name of the Owner(s) as registered on title to the Unit and the municipal address of the Unit shall be deemed to be, respectively, the Owner's name and address for service for the purposes of the Section 47(2) Record. Furthermore, each Owner of a Unit must advise the Board of Directors in writing of the name of any person who occupies or lives in the Unit owned by such Owner forthwith upon any such person occupying or commencing to live in the Unit.
- 21.3 For the purposes of ensuring that votes for each Unit are properly cast and counted in accordance with the provisions of section 51 of the Act, the Board is entitled to require:
 - (a) each Unit Owner to inform the Corporation in writing as to whether the Unit Owner holds title to such Unit Owner's Unit exclusively, or as a "joint tenant" or "tenant in common" with another Owner(s) and to provide the legal name(s) of such other Owner(s);
 - (b) each Unit Owner holding title to such Owner's Unit as a tenant in common to inform the Corporation in writing of such Owner's percentage ownership interest in the title to the Unit;
 - (c) any Unit Owner to provide a copy of the registered transfer/deed of such Owner's Unit to the Board:

and such information shall be entered into the Section 47(2) Record upon receipt.

- 21.4 Where the Section 47(2) Record provides that title to a Unit is held by Unit Owners as joint tenants or tenants in common, and only one (1) of the Unit Owners of the Unit attends a meeting of the Corporation in person or by proxy, the Corporation shall be entitled to:
 - (a) count such attendance toward quorum for the meeting, and
 - (b) rely on a vote cast by such Unit Owner and treat the same as valid and representing and being the vote on behalf of all of the Unit Owners of the Unit unless the Corporation is advised in writing to the contrary by any other Unit Owner of the Unit in question prior to such vote being cast.

- 21.5 Where the Section 47(2) Record provides that title to a Unit is held by Unit Owners as joint tenants or tenants in common, and more than one (1) of the Unit Owners of the Unit attends a meeting of the Corporation in person or by proxy, the Corporation shall be entitled to:
 - (a) count such attendance toward quorum for the meeting, and
 - (b) rely on a vote cast by such Unit Owner(s) or any one (1) of them and treat the same as valid and representing and being the vote on behalf of all of the Unit Owners of the Unit unless one (1) of the following has occurred:
 - (i) the Corporation has been advised in writing to the contrary by any other Unit Owner of the Unit in question prior to the vote being cast; or
 - (ii) another Unit Owner of the Unit purports to vote on the same question by a separate vote; or
 - (iii) an objection to the vote being made by such Unit Owner or Owners, as the case may be, is made to the Chairperson by any other Unit Owner of the Unit who is present at the meeting in person or by proxy, prior to the vote in question being cast.
- 21.6 Where one or more of the circumstances referred to in Subsection 21.5(b) has occurred, the vote of the Unit Owners of the Unit in question shall be that of the majority of the Unit Owners of the Unit in question as determined by the Chairperson in accordance with the provisions of Section 21.7 and 21.8 below.
- 21.7 In determining if the majority of the Unit Owners of the Unit in question are agreed on how to exercise a vote, the Chairperson shall assume that any and all other joint tenant or tenant in common Unit Owner(s) of the Unit not present at the meeting in person or by proxy is/are in agreement with the opinion of the majority of the Unit Owners of the Unit who are present in person or by proxy at the meeting unless the Corporation has been advised in writing to the contrary by any other Unit Owner of the Unit in question who is not so present at the meeting prior to the vote being cast.
- 21.8 In determining if the majority of the Unit Owners of the Unit in question are agreed on how to exercise a vote, in circumstances where the joint tenant or tenant in common Unit Owners of the Unit who are present at the meeting in person or by proxy are evenly divided on how to exercise the vote, the Chairperson shall assume that any joint tenant or tenant in common Unit Owner(s) of the Unit who is not present at the meeting in person or by proxy is abstaining from voting or having any opinion on the vote in question so that the vote of the Owners of the Unit in question shall not be counted.
 - (a) If the most current information provided by or on behalf of the Owners of a Unit pursuant to Section 47 of the Act indicates there is more than one (1) Unit Owner of the Unit but fails to set out whether title to the Unit is held in joint tenancy or as tenants in common the Chairperson shall proceed on the basis that the title is held in joint tenancy unless prior to the vote in question the Chairperson is provided with a copy of the most current transfer/deed of the Unit or other reasonable evidence in the discretion of the Chairperson that establishes that title to the Unit is held in other than joint tenancy.

Article 22 - Vehicle Electrical Outlet Provisions

22.1 The Corporation has the right to install or to permit the installation of any one (1) or more Vehicle Electrical Outlets anywhere in this Condominium Plan. No Vehicle Electrical Outlet is allowed to be installed or used without the express written consent of the Board and then only in strict compliance with all of the requirements of the Board as may be prescribed by the Board from to time with respect to such installation and/or use. Further, the Board has the right to modify, expand, replace and/or remove any such Vehicle Electrical Outlets as well as require the relevant Unit Owner to modify, expand, replace and/or remove any such Vehicle Electrical Outlets in all cases at the sole discretion of the Board.

- The Board has the right to require the execution and delivery of any agreements as may be required by the Board from time to time as a condition for anyone installing and/or making use of any Vehicle Electrical Outlet whether such Vehicle Electrical Outlet existed at the time of the registration of this Condominium Plan or is new, including, without limitation, an agreement as prescribed by Section 98 of the Act or a similar type agreement.
- 22.3 The cost of the electricity that is supplied through any Vehicle Electrical Outlet is payable by the Unit Owner of the Unit who owns the Unit in which the Unit Occupants or Guests whose vehicle(s) are being serviced by such Vehicle Electrical Outlet reside or are visiting.
- 22.4 The quantity of electricity that is supplied through any Vehicle Electrical Outlet shall be determined by:
 - (a) one (1) or more meters that are read by or on behalf of the Municipality or the supplier of the electricity to such Vehicle Electrical Outlet and billed by the Municipality or the supplier of the electricity to the Unit Owner who owns the Unit in which the Unit Occupants or Guests whose vehicle(s) are being serviced by such Vehicle Electrical Outlet reside or are visiting;
 - (b) one (1) or more Private Flow Meters; or
 - (c) estimates by or on behalf of the Board, acting reasonably, as applicable,

and all provisions of Article 23 shall, with any necessary modifications, apply to the electricity that is supplied to such Vehicle Electrical Outlet so that the said Unit Owner who owns the Unit in which the Unit Occupants or Guests whose vehicle(s) are being serviced by such Vehicle Electrical Outlet reside or are visiting pays one hundred per cent (100%) of the costs of such electricity so supplied and all references in such Article to a Unit or Units to which any Utility is supplied shall be deemed to include such Vehicle Electrical Outlet.

- 22.5 Any and all costs incurred by the Corporation on account of any Vehicle Electrical Outlet including, without limitation, the costs of installation, modification, removal, inspection, monitoring electricity use, billing and all other costs relating to the collection of the costs of the electricity supplied to such Vehicle Electrical Outlet, maintenance, repair and/or replacement, insurance and/or insurance deductible(s) shall be paid by the Unit Owner who owns the Unit in which the Unit Occupants or Guests whose vehicle(s) are being serviced by such Vehicle Electrical Outlet reside or are visiting and all such unpaid costs constitute common expenses owing by the Unit Owner of such Unit(s) who shall be considered in default of payment of such common expenses.
- 22.6 The Corporation is responsible for the maintenance, repair and replacement of all Vehicle Electrical Outlets although all costs on account thereof are payable by the relevant Unit Owner as set out in the prior paragraph.
- 22.7 There may be Parking Units for which the Corporation has installed one (1) or more Vehicle Electrical Outlets referred to herein as "Vehicle Electrical Outlet Parking Unit(s)". The Board is authorized and empowered to allocate any such designated Vehicle Electrical Outlet Parking Unit(s) for use by one (1) or more Unit Occupants of the Condominium Plan and it is expected that such use will likely be restricted to persons who require the use of the Vehicle Electrical Outlet appurtenant thereto. The Board is entitled to charge a fee for such use as a precondition to such use in addition to the costs and charges described in the prior paragraphs of this Article. No Unit Occupant has any rights to make use of any such Vehicle Electrical Outlet Parking Unit(s). The Board has discretion to decide who is to use such Vehicle Electrical Outlet Parking Unit(s) and on what terms and for what period of time and to revoke any permission given to use the same. No person who is allocated the use of any such Vehicle Electrical Outlet Parking Unit(s) shall have any rights to license or lease same and any right of usage of a Vehicle Electrical Outlet Parking Unit(s) may be terminated at the will and absolute discretion of the Board at any time. Should any person entitled to use a Vehicle Electrical Outlet Parking Unit(s) purport to license or lease or grant any other right of usage to such Vehicle Electrical Outlet Parking Unit (s), without the express written consent of the Board, such person's right to use the Vehicle Electrical Outlet Parking Unit(s)shall immediately

terminate. The Board has the right, as a condition of such approval, to require any Unit Occupant who is allocated the use of a Vehicle Electrical Outlet Parking Unit(s) to give up such Unit Occupant's rights to any Parking Unit and allow the same to be used for visitor or other parking as determined by the Board from time to time for so long as the Unit Occupant has the use of a Vehicle Electrical Outlet Parking Unit(s). In addition, there may be one (1) or more Vehicle Electrical Outlet Parking Unit(s) that allow high speed charging of electric vehicles on a pay per use basis and which are intended for vehicle charging and not vehicle parking. The Board may make rules around the use of any such facilities as the Board determines as well as determining the manner of measuring, charging and collecting for the electricity utilized as any such Electrical Outlet Parking Unit(s). The Board may also impose additional charges as the Board determines in respect of any such high speed recharging Electrical Outlet Parking Unit(s) in the Board's sole discretion, including, without limitation, to recover the capital and operating costs of any equipment necessary for high speed charging

Article 23 - Metering

Utilities

23.1 If at any time:

- (a) any Utility supplied to any of the Unit(s) is directly and separately metered, measured and billed either by the Municipality, the supplier or on account of Private Flow Meters put in place by the Declarant or the Corporation or others or some combination thereof to any such Unit(s), the cost of such Utility so separately metered, measured or otherwise determined and/or allocated to such individual Units and billed will not be considered a budget item for the determination of the common expenses of the Corporation or a common expense of the Corporation; or
- (b) any Utility supplied to any Unit(s) is not so separately metered, measured and billed at any time now or in the future then for such period of time the same is not so separately metered, measured and billed the same will be referred to herein as the "Bulk Units Utility Cost" and unless the cost of the same is allocated by the Board to one (1) or more Units in accordance with Section 23.5 the cost of the same with respect to any such Unit(s) will be considered a budget item for the determination of the common expenses of the Corporation and a common expense of the Corporation.
- 23.2 Where a Utility is supplied to all or any part of the Common Elements and such Utility is not separately metered, measured and billed, the Board, acting reasonably, shall be entitled to and has the discretion and authority to make an allocation of the costs of such Utility supplied to the Condominium Plan between the Common Elements being serviced by such Utility (the "Bulk Common Elements Utility Cost") and the Bulk Units Utility Cost. Such Bulk Common Elements Utility Cost as so allocated by the Board will be included in the budget for the determination of the common expenses of the Corporation.

Heat and Hot Water

- 23.3 If at any time any of the Unit(s) are heated by heat supplied from one or more central boiler or other systems and/or if the hot water used in any of the Units is also supplied from such central boiler or other systems:
 - (a) and the amount of gas or other fuel used by such central boiler or other systems for the heating of any individual Units and/or the provision of hot water to any Units is directly and separately metered, measured or otherwise determined and/or allocated to such individual Units and billed either by the Municipality, the supplier or on account of Private Flow Meters put in place by the Declarant or the Corporation or others or some combination thereof to any of the Unit(s), the cost of such gas or other fuel so separately metered, measured or otherwise determined and/or allocated to such individual Units and billed will not be considered a budget item for the determination of the common expenses of the Corporation or a common expense of the Corporation; or,

- (b) if the amount of gas or other fuel used by such central boiler or other systems for the heating of any individual Units and/or the provision of hot water to any Units is not directly and separately metered, measured or otherwise determined and/or allocated to such individual Units and billed either by the Municipality, the supplier or on account of Private Flow Meters put in place by the Declarant or the Corporation or others or some combination thereof to any of the Unit(s) then for such period of time the same is not so separately metered, measured or otherwise determined and/or allocated to such individual Units and billed the same will be referred to herein as the "Bulk Units Boiler Cost" and unless the cost of the same is allocated by the Board to one (1) or more Units in accordance with Section 23.5 hereof the cost of the same with respect to any such Unit(s) will be considered a budget item for the determination of the common expenses of the Corporation and a common expense of the Corporation.
- Where at any time all or any part of the Common Elements are heated by heat supplied from a central boiler or other systems and/or if the hot water used in all or any part of the Common Elements is also supplied from such central boiler or other systems and such Utility is not separately metered, measured and billed, the Board, acting reasonably, shall be entitled to and has the discretion and authority to make an allocation of the costs (including the costs of fuel) of providing such heat and/or hot water to the Condominium Plan between the Common Elements being serviced by such central boiler (a "Bulk Common Elements Boiler Cost") and the Bulk Units Boiler Cost. Such Bulk Common Elements Boiler Cost as so allocated by the Board will be included in the budget for the determination of the common expenses of the Corporation.

Allocation of Certain Bulk Costs

- 23.5 The Board has the authority and discretion to allocate any or all of any Bulk Unit Utility Cost and/or Bulk Unit Boiler Cost to those Units the Board is of the opinion acting reasonably are benefitting from the same and to allocate such percentage of any such costs amongst such Units as the Board in its absolute discretion views as appropriate.
- 23.6 The portion of any Bulk Unit Utility Cost so allocated by the Board to any Unit shall for all purposes be deemed to be directly and separately metered, measured or otherwise determined and/or allocated to such individual Units and deemed to be billed on the same basis as if the same were measured by Private Flow Meters put in place by the Declarant or the Corporation or others so that the provisions of Section 23.1(a) hereof apply thereto in all regards and the cost of such Utility or other fuel so separately determined and /or allocated to such individual Units will not be considered a budget item for the determination of the common expenses of the Corporation or a common expense of the Corporation.
- 23.7 The portion of any Bulk Unit Boiler Cost so allocated by the Board to any Unit shall for all purposes be deemed to be directly and separately metered, measured or otherwise determined and/or allocated to such individual Units and deemed to be billed on the same basis as if the same were measured by Private Flow Meters put in place by the Declarant or the Corporation or others so that the provisions of Section 23.3(a) hereof apply thereto in all regards and the cost of such Utility or other fuel so separately determined and/or allocated to such individual Units will not be considered a budget item for the determination of the common expenses of the Corporation or a common expense of the Corporation.

General

- 23.8 Any reference in this Article to the "Board" or the "Corporation" shall include any Monitoring Agency if authorized or directed in writing (as the context requires) by the Board.
- 23.9 Any reference to a "Utility" in the definition of Private Flow Meter and in the balance of this Article shall include the gas or other fuel used by any central boiler or other system that is directly and separately metered, measured and billed either by the Municipality, Monitoring Agency, the supplier or on account of Private Flow Meters or other monitoring or measuring devices put in place by the Declarant or the Corporation, any Monitoring Agency or others or some combination thereof to any of the Unit(s) and the amount of such gas or other fuel so

- directly and separately metered, measured and billed shall be deemed to be a Utility supplied to the Unit(s) in question.
- 23.10 Any costs, expenses or charges that arise on account of any act or omission of or by a Unit Occupant with respect to the supply of a Utility to the Unit(s) occupied by such Unit Occupant shall be the responsibility of the Unit Owner(s) who own(s) the Unit(s) in question and shall, to the extent that same are paid by the Corporation, constitute common expenses owing by the Unit Owner of such Unit(s) who shall be considered in default of payment of such common expenses.
- 23.11 Entry to any of the Units from time to time by any representative of any Monitoring Agency, and/or municipal or public utility representative and/or other person authorized by any Monitoring Agency and/or the Board for the purposes of installation, repair, maintenance, inspection, replacement and/or reading of any meter or meters is hereby authorized. No meter shall be hidden or obscured or blocked so that it cannot be easily and conveniently read by the person charged with the responsibility to read such meter. Such work as is required within any Unit(s) or its or their appurtenant Common Elements as is necessary in order to facilitate the installation, usage and/or operation of any meter or meters is also permitted.
- 23.12 Any representative of any Monitoring Agency, any municipal or public utility representative or other person authorized by any Monitoring Agency and/or the Board may install, repair, maintain, inspect, replace, change and/or read any meter or meters in or appurtenant to any Unit(s). Such work as required within any Unit(s) or appurtenant Common Elements to facilitate the said installation, usage and/or operation and/or reading of any meter or meters is also permitted.
- 23.13 Any administration or other fee charged by a Monitoring Agency, Municipality or supplier with respect to the supply of a Utility to a Unit shall be billed to and collected from that Unit Owner(s) in the same manner as the cost of the said Utility supplied to his, her, their or its Unit.
- 23.14 If any Utility is separately metered, measured and/or monitored to a Unit by way of Monitoring Agency, Municipality or supplier meters, or allocated to a Unit pursuant to Sections 23.6 or 23.7 hereof, the Unit Owner(s) of each such Unit so metered by the Municipality, Monitoring Agency or supplier shall pay the cost of any metered Utility supplied to his, her, their or its Unit as billed by the Municipality, Monitoring Agency or supplier of same or allocated by the Board and obtain no credit for such payment against his, her, their or its obligation to pay common expenses.
- 23.15 If any Utility is separately metered, measured and/or monitored to a Unit by way of Private Flow Meter(s) or allocated to a Unit pursuant to Section 23.5:
 - (a) the cost of any Utility supplied to any such Unit as measured by the Private Flow Meter or allocated to a Unit pursuant to Section 23.5 shall be paid by the Owner(s) of such Unit as directed by the Corporation as and when requested by the Corporation;
 - (b) the monies paid by the Corporation on account of any Utility supplied to any such Unit which is measured by a Private Flow Meter or allocated to a Unit pursuant to Section 23.5 will not be considered a budget item for the determination of the common expenses of the Corporation or a common expense of the Corporation. However, if same are not paid, then, to the extent same are in arrears, monies owing on account of any Utility supplied to any Unit to the Corporation or any Monitoring Agency shall be considered to be common expenses that are in arrears and owing for and on account of such Unit. For such purposes only, the said monies owing shall be considered common expenses and shall be considered in arrears. Interest will accrue on arrears of monies owing for any Utility supplied to any Unit at the same rate as interest accrues on arrears of common expense payments;
 - (c) each such Unit Owner shall pay the cost of any Utility supplied to his, her, their or its Unit, based on the amount of such Utility supplied as determined by the said Private Flow Meter or allocated to a Unit pursuant to Section 23.5 for his, her, their or its Unit

and will obtain no credit for such payment against his, her, their or its obligation to pay common expenses;

- (d) as a condition of being supplied or continuing to be supplied with any Utility that is metered or monitored by a Private Flow Meter or allocated to a Unit pursuant to Section 23.5, the Board and/or any Monitoring Agency has the right to require a Unit Owner(s) of a Unit that is being so supplied, to maintain a deposit with the Corporation or the Monitoring Agency, as the case may be, of an amount equal to up to three (3) months' charges for such Unit Occupant's Utility usage as determined and estimated by the Board in its discretion. The Corporation is entitled to apply such deposits against monies owing by a defaulting Owner(s) on account of the supply of any Utility to such Owner's Unit; and
- (e) the Board and any Monitoring Agency is entitled, subject to complying with all relevant laws and regulations, to stop the supply of any Utility to any Unit if the payments owing for same are more than thirty (30) days in arrears.
- 23.16 The Owner of each Unit to which the amount of any Utility is measured or monitored by a Private Flow Meter or allocated to a Unit pursuant to Section 23.5 shall pay the Corporation or the relevant Monitoring Agency monthly on a date designated by the Board or Monitoring Agency, as the case may be, the estimated cost for the amount for all Utilities separately metered or monitored by the applicable Private Flow Meter(s) and billed by the Corporation or Monitoring Agency or allocated to a Unit pursuant to Section 23.5 (the "Estimated Utility Monthly Payment"). The Estimated Utility Monthly Payment will be an estimate by the Board or Monitoring Agency, as the case may be, acting reasonably, of the cost of all such utility services separately metered, measured and billed by the Private Flow Meters or other monitoring or measuring devices by the Corporation to such Unit or allocated to such Unit pursuant to Section 23.5.
 - (a) The Board or any Monitoring Agency shall have the right to require any Owner of a Unit to:
 - (i) provide post-dated cheques on a Corporation fiscal year basis for the Estimated Utility Monthly Payment prior to the first month of every such fiscal year; or
 - (ii) pay the Estimated Utility Monthly Payment via an automatic monthly withdrawal from the Owner of the Unit's bank account or such other similar method of automatic payment.
 - (b) The Estimated Utility Monthly Payment for any such Unit shall be adjusted annually (the "Annual Utility Adjustment") by the Board or Monitoring Agency, as the case may be, to reflect the actual cost of Utilities so supplied to each such Unit as determined by the applicable Private Flow Meter(s) or allocated to a Unit pursuant to Section 23.5. The Board or the relevant Monitoring Agency has the right to adjust the Estimated Utility Monthly Payment at other times throughout the year in addition to the Annual Utility Adjustment if the Board deems such additional adjustments necessary.
 - (c) Following the end of each fiscal year, the Board or Monitoring Agency, as the case may be, shall calculate or make a final allocation pursuant to Section 23.5 how much of each such Utility was supplied in such fiscal year to each Unit. If the cost of the said Utilities supplied for such fiscal year on account of any such Unit:
 - exceeds the amount paid by the Unit Owner of such Unit for the fiscal year in question the Owner of such Unit shall, upon receiving written notification from the Board or Monitoring Agency, as the case may be, forthwith pay the Corporation the amount of such deficiency;
 - (ii) is less than the amount paid by the Unit Owner of such Unit for the fiscal year in question the excess shall be taken into consideration by the Board or Monitoring Agency, as the case may be, at the time of the Board's or Monitoring Agency's, as the case may be, next determination of the Estimated Utility Monthly Payment for the said Unit or, at the option of the Board or

Monitoring Agency, as the case may be, the deficiency shall be paid by the Corporation to the Unit Owner of such Unit.

- 23.17 The Corporation has the power, on giving reasonable notice to the Unit Occupant(s), to allow the Monitoring Agency access to the Units and Common Elements for the purpose of installing, repairing, replacing, modifying, upgrading, renovating, improving and/or maintaining the Private Flow Meters.
- 23.18 The cost of any water supplied to any Unit and billed to the Owner thereof after measurement by a Private Flow Meter or allocated to a Unit pursuant to Section 23.5 shall, if the billing for any sewer usage or charges is linked to or otherwise determined based on the quantity of water supplied and/or measured or allocated to a Unit pursuant to Section 23.5 shall also include any billings that are made and/or payments made for sewer usage or charges based on the amount of the water supplied to the Unit in question and all references herein to the cost of water shall include the monies paid on account of sewer charges and/or rates determined by reference to the quantity of water supplied for which such cost of water relates.

Article 24 – Compliance with Subdivision, Site Plan and/or other Municipal Development Agreements, Utility Easement Agreements, Restrictive Covenants, Agreements, Facilities and Services Agreement and Leases affecting the Lands

- 24.1 It shall be the duty of the Corporation to comply with and ensure compliance by Unit Occupants with the applicable provisions of all applicable site plan and other agreements entered into pursuant to the *Planning Act*, and all Municipality approved storm-water management facility, grading and drainage and landscape plans.
- 24.2 Without limiting the generality of the provisions in the prior paragraph, it is a duty of the Corporation to comply with and enforce compliance by the Unit Owners with the requirements of any agreements with the Municipality that are registered against the title of any of the Lands.
- 24.3 It is a duty of the Corporation to strictly comply with all agreements to which the Corporation is a signatory, and, without limitation, to strictly comply with all agreements and leases entered into by the Corporation while the Declarant was the Owner of the majority of the Units within the Condominium Plan at the time in question.
- 24.4 The Corporation shall ensure that the drainage in the Condominium Plan shall at all times conform to the Municipality approved overall drainage plan for the Lands, that drainage will not be altered without the approval of the Municipality, that roof water shall be discharged onto the surface of the ground and not be connected to the storm sewers without the approval of the Municipality. The Corporation shall also ensure that there will be no construction of any accessory buildings or structures (including swimming pools) without the approval of the Municipality; that all drainage swales will be maintained to provide surface water runoff in accordance with the Municipality approved drainage control plan.
- 24.5 Neither the Corporation, nor the Unit Owners or Unit Occupants shall alter in any way or make any changes to any Municipality approved storm-water management facility within the Lands without the written consent of the Municipality.
- 24.6 It shall be the duty of the Corporation to maintain, repair and replace, if necessary, at its expense any Municipality approved storm water management facility on the Lands.

Article 25 – Power to Acquire, Own and Dispose of Property

25.1 The Corporation has the power and right to acquire and retain title to and dispose of title to and/or to lease (as lessee or lessor) any real or personal property and/or any interest in any real or personal property. Without limitation, the objects and duties of the Corporation include the acquisition, encumbrance, holding, leasing (as lessee or lessor) and/or disposal of any real or personal property or any interest therein as authorized by the Board from time to time.

Article 26 - Joining Units

26.1 Notwithstanding any other provision of this Declaration, if title to two (2) Units is held in common ownership and of the same type, i. e. both Residential and/or both Commercial, and the Owner(s) of the same wish(es) to remove or alter such Units' boundary wall(s) and/or other components of the Units and/or portions of the Common Elements, if any, that lie between the two (2) Units so as to permit physical passage between them, such Owner(s) shall be permitted to do so, provided there is strict compliance with the following requirements.

- 26.2 Prior to the commencement of any work, the Board, acting reasonably, must be satisfied that the use made by other Unit Occupants and/or the Corporation of the Units and Common Elements will not be unduly or unreasonably altered, disturbed or interfered with by the proposed work and that such work and the results thereof will not unduly affect the structural integrity of any Unit or of the Common Elements nor adversely interfere with the electrical, heating or other mechanical fixtures, equipment or systems servicing other Units or the Common Elements, and therefore:
 - (a) subject to the right of the Board to waive this requirement where the Board considers it appropriate to do so, the Unit Owner(s) must provide to the Board copies of all plans and specifications for the proposed alterations sufficiently in advance of the commencement of any work to give the Board a reasonable amount of time to review (with its engineering or other consultants) and comment upon such plans and specifications, which plans must:
 - (i) show in complete detail the proposed alteration(s),
 - (ii) illustrate in sufficient detail the manner in which any other Unit and/or any servicing equipment, apparatus, systems or other portion of the Common Elements may be affected by such alteration(s), and
 - (iii) be prepared by a duly licensed architect or engineer at the Unit Owner(s)'s expense;
 - (b) the Unit Owner(s) shall make or have made any changes to such plans and specifications that the Board, acting reasonably, may require, and submit the same to the Board for its review before any work shall commence; and
 - (c) if required by the Board to do so, the Unit Owner(s) must provide payment to the Board of a cash deposit or post a letter of credit or other security in favour of the Corporation that, in the opinion of the Board acting reasonably, is sufficient and satisfactory to secure any of the obligations or matters described or referred to in these provisions as a precondition to any work being commenced or completed;
- 26.3 the Unit Owner(s), in effecting such alteration(s), must:
 - (a) comply with the provisions of all codes, rules, regulations and ordinances of any applicable governmental authority or agency having jurisdiction, and with the plans and specifications given to the Board and as revised in accordance with the Board's instructions, if any;
 - (b) take adequate measures so that any noise, interference or vibration caused to any other Unit Occupant arising from the proposed removal work is minimized; and
 - (c) such Unit Owner(s) shall jointly and severally indemnify and save the Corporation harmless from and against any and all costs, damages, expenses, claims or liabilities of any kind whatsoever which the Corporation may incur or suffer as a result of or in connection with such work and shall execute any and all further assurances as the Board may reasonably require in connection therewith.
- 26.4 If, following the removal or alteration of such Units' walls and/or other components of such Units and/or portions of the Common Elements, if any, that lie between the two (2) Units in

accordance with the foregoing provisions of this Article of this Declaration, it is proposed that title to the said Units should cease to be held in common ownership, then:

- (a) the removed or altered boundary wall(s) between the Units must, prior to such transfer of title (unless express permission is first given by the Board in writing for delay or deferral of such work), be restored to its/their original place, form and condition, including all Common Element and Unit components thereof, including that the location of the wall(s) when restored must be in conformity to the location of the boundaries between the Units and between the Units and the Common Elements as set forth in the Description, with such location and conformity being checked and verified by an Ontario Land Surveyor and approved by the Board, the costs of all of which shall be borne jointly and severally by the Owner(s);
- (b) such restoration, when performed, must be performed strictly according to the same criteria and conditions set out in the foregoing provisions of this Article of the Declaration that apply to the removal or alteration thereof, all at the Unit Owner(s) own expense, including, without limiting the generality of the foregoing, that the Unit Owner(s) may be required by the Board to provide payment to the Board of a cash deposit or post a letter of credit or other security in favour of the Corporation that, in the opinion of the Board acting reasonably, is sufficient and satisfactory to secure any of the obligations or matters described or referred to in these provisions, and that the Unit Owner(s) shall have the same joint and several obligation to indemnify the Corporation in respect of such restoration work as was to be borne by them in relation to the original removal/alteration work; and
- (c) If the restoration work is not completed in accordance with these provisions or as and when required by the Board, the Board and its contractors have the right to enter the Units in question and replace the Units' walls and/or other components of the Units and/or Common Elements, if any, that had been removed from between the two (2) Units, all at the expense of the Owner(s) of the said Units, whereupon, unless the amount of such expenses is immediately paid in full by the Owner(s) of the said Units to the Corporation as and when requested by the Board in writing, equal proportions of the costs of such work shall be added to the common expenses payable for the Owner(s)' Units and shall be considered to be common expenses in arrears owing on account of such Units such that the amounts in question can be the subject matter of a lien for common expense arrears pursuant to the Act.
- 26.5 The Declarant is not bound by the foregoing paragraphs of this Article relating to the removal/alteration and restoration of party walls between Units, and is permitted, without requiring any further approval by the Board or any of the Unit Owners or the Corporation, to remove and, thereafter, to restore, if wanted, Unit walls and/or other components of a Unit and/or portions of the Common Elements, if any, that lie between any two (2) Units owned by the Declarant so as to permit physical passage between such Units, provided such removal is done in accordance with the Ontario Building Code and other applicable legislation and provided that the Declarant shall indemnify and save the Corporation harmless from and against any and all costs, damages, expenses, claims or liabilities of any kind whatsoever which the Corporation may incur or suffer as a result of or in connection with such work and shall execute any and all further assurances as the Board may reasonably require in connection therewith.

Article 27 Provisions Relating to Lump Sum and Periodic Payments for Special Assessments

- 27.1 The Board may levy special assessments of common expenses from time to time to collect and pay the costs of some part or all of any incident, project or other matter (an "Event") giving rise to common expenses not otherwise anticipated in the then current budget for the Corporation. Such common expenses are herein referred to as the "Event Costs".
- 27.2 The Unit Owner(s) of each Unit is/are responsible for paying the share of the Event Costs (allocated to the Unit owned by such Unit Owner(s) pursuant to Schedule D of this Declaration) for which the Board levies a special assessment, (a "Unit Owner's Proportionate Share of the Event Costs").

- 27.3 The Board may, in its discretion to be exercised reasonably, and prior to or as part of levying a special assessment in respect of an Event, provide Unit Owners the option of paying the Unit Owner's Proportionate Share of the Event Costs,
 - (a) in one lump sum payment (the "Event Lump Sum Payment"), or
 - (b) in periodic payments (the "Event Periodic Payments"), the number and due dates of which shall be determined by the Board, acting reasonably.
- 27.4 The Board shall set out in its notice to Unit Owners of a special assessment with respect to an Event a date determined by the Board, acting reasonably, (the "Event Notification Date") by which the Unit Owner(s) of each Unit is/are required to notify the Board in writing as to whether the Unit Owner(s) of a particular Unit will be paying the Unit Owner's Proportionate Share of the Event Costs as an Event Lump Sum Payment or by Event Periodic Payments.
- 27.5 In the absence of clear written notice from the Unit Owner(s) of a Unit to the Board by the Event Notification Date of the Unit Owner(s) of a Unit's choice in this regard, the Unit Owner(s) of a Unit will be irrevocably deemed to have chosen Event Periodic Payments and such Unit Owner(s) will have no further right to make an Event Lump Sum Payment on account of such Unit Owner's Proportionate Share of the Event Costs.
- 27.6 The Unit Owner(s) of a Unit who has/have provided proper notice to the Board by the Event Notification Date of the such Unit Owner(s)' intention to pay the Unit Owner's Proportionate Share of the Event Costs as an Event Lump Sum Payment must provide the Unit Owner's Event Lump Sum Payment to the Board, by certified cheque, by a date to be set by the Board, acting reasonably (the "Event Payment Date"). If such Unit Owner(s) do/does not pay the Unit Owner's Event Lump Sum Payment by certified cheque by the Event Payment Date, the said Unit Owner(s) shall be irrevocably deemed to have chosen to make Event Periodic Payments instead of the Event Lump Sum Payment, and such Unit Owner(s) will have no further rights to make an Event Lump Sum Payment on account of such Unit Owner's Proportionate Share of the Event Costs.
- 27.7 If the Unit Owner(s) of a Unit pay the Unit Owner's Proportionate Share of the Event Costs in an Event Lump Sum Payment, such Event Lump Sum Payment shall be used by the Board on account of the Event Costs.
- Upon payment of said Event Lump Sum Payment being made on account of a Unit, the Unit Owner(s) of such Unit shall have no further obligations on account of the Event Costs, or any interest, fees or other charges related thereto including without limitation any payments directly or indirectly related to any loan on account thereof.
- 27.9 If the Unit Owner(s) of a Unit has/have chosen or are deemed to have chosen to pay the Unit Owner's Proportionate Share of the Event Costs in Event Periodic Payments, the amount of each Event Periodic Payment shall be the sum of:
 - (a) the Unit Owner's Proportionate share of the Event Costs; and
 - (b) the total amount of any interest, fees and other charges that are or will be incurred by the Corporation on account of the Event Costs — net of the total amount paid on account thereof by Event Lump Sum Payments, and including, without limiting the generality of the foregoing, such interest, fees or charges as are associated with any loan obtained by the Corporation for the purpose of ensuring payment of the Event Costs is not delayed, or the Corporation's credit, standing or account, does not fall into arrears, on account of Event Periodic Payments — (the "Periodic Payment Additional Costs") divided by the number of the Units owned by Unit Owners electing to pay by Event Periodic Payments;

divided by the number of Event Periodic Payments with such adjustments as may be needed from time to time to ensure that the Unit Owner's Proportionate Share of the Event Costs are paid in full by the time the payment of the last Event Periodic Payment is made.

- 27.10 All Event Periodic Payments paid by Unit Owner(s) shall be used by the Board on account of the Event Costs and Periodic Payment Additional Costs.
- 27.11 The Board shall provide the Unit Owners of each Unit electing to pay or who has/have been deemed to elect to pay the Unit Owner's Proportionate Share of the Event Costs in Event Periodic Payments with written notice of the amount(s) and due dates of each Event Periodic Payment owed by such Unit Owner (the "Notice of Event Periodic Payments").
- 27.12 The installments of Periodic Payment Additional Costs forming part of a Unit Owner's Event Periodic Payments are deemed to be common expenses owing by such Unit Owner to the Corporation that are respectively due on the dates set out in the Unit Owner's Notice of Event Periodic Payments.
- 27.13 Upon written request by the Unit Owner(s) of a Unit, the Board, in its absolute discretion and on terms determined by the Board, may allow such Unit Owner(s) to pay in full the then outstanding amount of such Unit Owner's Event Periodic Payments; however the Board has no obligation to do so. Such permitted pre-payment shall not exempt the Unit Owner(s) in question from the requirement to pay the full amount of such Unit Owner(s)' Event Periodic Payments as determined pursuant to paragraph 27.9 of this Article.

Article 28 - Miscellaneous

- 28.1 No Unit Owner (and in the case of joint Owners this shall mean all such Owners) or mortgagee may inspect any records of the Corporation except on two (2) days prior written notice to the Corporation.
- 28.2 Each Unit Occupant shall comply with all restrictive covenants or building schemes that affect title to the Lands and the same are incorporated herein by reference so the Corporation has standing to enforce the same.
- 28.3 No restriction, condition, obligation or provision in the Act, this Declaration, the Bylaw(s) or Rules shall be deemed to have been abrogated or waived by any failure to enforce the same irrespective of the number of violations or breaches which may occur.
- 28.4 Any requirement in this Declaration to seek the approval or consent of the Declarant shall cease when all of the Lands and Units within the Lands have been sold and conveyed by the Declarant.

Dated this by day of September 2017.

2159417 ONTARIO LTD.

Per:

Name: Paul Colangelo

Office: President

I have authority to bind the Corporation.

Schedule "A"

DESCRIPTION

Part of Lots 2 and 5, and all of Lots 3 and 4, East of Scrope Street, and Part of Lots 2 and 5, and all of Lots 3 and 4, West of Murdoch Street, being Parts 1, 2, 3 and 4 on Reference Plan 16R-10529 Town of Owen Sound, County of Grey.

Subject to easement in favour of Bell Canada over Parts 3 and 4 on 16R-10529 as set out in Instrument Number R203653.

Subject to easement in favour of Rogers Communications Inc. over Parts 1, 2, 3 and 4 on Reference Plan 16R-10529 as set out in Instrument Number GY99958.

Being all of PIN 37073-0204 (LT)

I am the solicitor who is registering this Declaration.

In my opinion, based on the parcel register and the plans and documents recorded in them, the legal description 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 land and appurtenant interests.

Dated this 31St day of August, 2017.

ROBSON CARPENTER LLP

Schedule "B"

CONSENT (Schedule B to Declaration)

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

Condominium Act, 1998

Pace Savings & Credit Union Limited has a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Instrument Number GY63196 in the Land Registry Office for the Land Titles Division of Grey (No. 16).

Pace Savings & Credit Union Limited consents to the registration of this Declaration, pursuant to the Act, against the Land or the interests appurtenant to the Land, as the Land and the interests are described in the Description.

Pace Savings & Credit Union Limited postpones the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.

Pace Savings & Credit Union Limited is entitled by law to grant this consent and postponement.

Dated this 2% day of 3%, 2017.

PACE SAVINGS & CREDIT UNION LIMITED

Per:

Name: Title:

MARY BENINCASA CHIEF OPERATING OFFICE

Per:

Name:

Title:

BRIAN HOGAN ~ VICE PRESIDENT COMMERCIAL CREDIT

I/We have authority to bind the Corporation.

Schedule "B"

CONSENT (Schedule B to Declaration) (under clause 7 (2) (b) of the Condominium Act, 1998)

Condominium Act, 1998

Pace Savings & Credit Union Limited has a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Instrument Number GY63198 in the Land Registry Office for the Land Titles Division of Grey (No. 16).

Pace Savings & Credit Union Limited consents to the registration of this Declaration, pursuant to the Act, against the Land or the interests appurtenant to the Land, as the Land and the interests are described in the Description.

Pace Savings & Credit Union Limited postpones the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.

Pace Savings & Credit Union Limited is entitled by law to grant this consent and postponement.

Dated this $2\overline{5}$ day of \overline{JWW} , 2017.

PACE SAVINGS & CREDIT UNION LIMITED

Per:

Name^Y

Title:

MARY BENINCASA

Jan Operating Officer

Per:

Name:

Title:

BRIAN HOGAN VICE PRESIDENT COMMERCIAL CREDIT

I/We have authority to bind the Corporation.

Schedule "B"

CONSENT (Schedule B to Declaration)

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

Condominium Act, 1998

Harbouredge Mortgage Investment Corporation has a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Instrument Number GY73529 in the Land Registry Office for the Land Titles Division of Grey (No. 16).

Harbouredge Mortgage Investment Corporation consents to the registration of this Declaration, pursuant to the Act, against the Land or the interests appurtenant to the Land, as the Land and the interests are described in the Description.

Harbouredge Mortgage Investment Corporation postpones the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.

Harbouredge Mortgage Investment Corporation is entitled by law to grant this consent and postponement.

Dated this $\sqrt{3}$ day of $\sqrt{3}$, $\sqrt{2017}$.

HARBOUREDGE MORTGAGE INVESTMENT CORPORATION Per:

Name:

Title:

Per:

Name: Title:

I/We have authority to bind the Corporation.

Schedule "C"

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UNIT BOUNDARY DESCRIPTION

Each Unit shall comprise the area within the relevant heavy lines shown on Part I, Sheet 1 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 as illustrated on Part I, Sheet 1 of the Description

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

Commercial Units

Units 1 to 31, Level 1

Units 1 to 18, Level 2

- Each Commercial Unit is bounded horizontally by:
 - the unfinished interior/Commercial Unit side surface and the plane and projections of the wall studs of all walls that are proximate to the relevant heavy lines shown on Part I, Sheet 1;
 - b. the unfinished interior/Commercial Unit side surface of the doors and glass in the doors (if any) providing ingress and egress to and from the Commercial Unit;
 - the unfinished interior/Commercial Unit side surface of the doorframes of doors
 providing ingress and egress to and from the Commercial Unit;
 - d. the interior/Commercial Unit side surface of all components of the windows that are proximate to the relevant heavy lines shown on Part 1, Sheet 1 including the interior/Commercial Unit side surface of the glass therein.
- Each Commercial Unit is bounded vertically by:
 - a. the unfinished upper/interior/Commercial Unit side surface of the unfinished concrete slab floor (that is proximate to the relevant heavy lines shown on Part I, Sheet 1;
 - b. the unfinished interior/Commercial Unit side surface and the plane and projections of the ceiling joists of the ceilings of the Commercial Units that are proximate to the relevant heavy lines shown on Part I, Sheet 1.

Parking Units

Units 33 to 291, Level 1

- Each Parking Unit is bounded horizontally by:
 - (a) the monuments and planes established by measurement as illustrated on Part 1, Sheet 1 of the Description.
- Each Parking Unit is bounded vertically by:
 - (a) if any part of a Parking Unit is uncovered, then there are no upper vertical limits;
 - (b) the Parking Unit side surface of the asphalt of the Parking Unit that is proximate to the relevant heavy lines shown on Part I, Sheet 1;

Sign Unit

Unit 292, Areas 1 and 2, Level 1

the Sign Unit is bounded horizontally by:

- (a) the monuments and planes established by measurements as illustrated on Part 1 Sheet 1 of the Description.
- the Sign Unit is bounded vertically by:
 - (b) the concrete sidewalk and the horizontal plane defined by measurement as illustrated on Part 1, Sheet 1 of the Description.

Storage Units

Units 22 to 52, Level 3

- 1. Each Storage Unit is bounded horizontally by:
 - (a) the unfinished interior/Storage Unit side surface of the face and plane of the walls or other vertical physical demarcation features of the Storage Unit that is/are proximate to the relevant heavy lines shown on Part I, Sheet 1 the vertical plane established by the measurement (if any);
 - (a) the unfinished interior/Storage Unit side surface of the door providing ingress and egress to and from the Storage Unit that is proximate to the relevant heavy lines shown on Part I, Sheet 1; and,
 - (b) the unfinished interior/Storage Unit side surface of the doorframes of the door providing ingress and egress to and from the Storage Unit that is/are proximate to the relevant heavy lines shown on Part I, Sheet 1;
- 2. Each Storage Unit is bounded vertically by:
 - (a) the interior/Storage Unit side face of the physical surface(s) covering such Storage Unit that is/are proximate to the relevant heavy lines shown on Part I, Sheet 1;
 - (b) the interior/Storage Unit side surface of the concrete slab floor of the Storage Unit that is proximate to the relevant heavy lines shown on Part I, Sheet 1.

Residential Units

Units 1 to 21, Level 3

Units 1 to 10, Level 4

- 3. Each Residential Unit is bounded horizontally by:
 - a. the unfinished interior/Residential Unit side surface and the plane and projections of the wall studs of all walls that are proximate to the relevant heavy lines shown on Part I, Sheet 1;
 - b. the unfinished interior/Residential Unit side surface of the doors and glass in the doors (if any) providing ingress and egress to and from the Residential Unit;
 - c. the unfinished interior/Residential Unit side surface of the doorframes of doors providing ingress and egress to and from the Residential Unit;
 - d. the interior/Residential Unit side surface of all components of the windows that are proximate to the relevant heavy lines shown on Part 1, Sheet 1 including the interior/Residential Unit side surface of the glass therein.
- Each Residential Unit is bounded vertically by:
 - (a) the unfinished upper/interior/Residential Unit side surface of the unfinished concrete slab floor that is proximate to the relevant heavy lines shown on Part I, Sheet 1;
 - (b) the unfinished interior/Residential Unit side surface and the plane and projections of the ceiling joists of the ceilings of the Residential Units that are proximate to the

relevant heavy lines shown on Part I, Sheet 1; the interior face of the unfinished skylight frames and skylight windows and window glass therein in a closed position, if any.

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

Dated this 6th day of september 2017.

Lynn Patten, O. L. S

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

Schedule "D"

PROPORTIONS OF COMMON INTERESTS

AND CONTRIBUTIONS TO COMMON EXPENSES

Unit Type	Unit	Level	Percentage Contribution to Common Expense	Percentage Ownership Interest of the Common Elements (Common Interest)
Commercial Units	1	1	2.8297517352	2.8297517352
	2	1	0.6754432603	0.6754432603
	3	1	3.2907121645	3.2907121645
•	4	1	0.4609604004	0.4609604004
	5	1	1.1375886489	1.1375886489
	6	1	0.7015130001	0.7015130001
	7	1	3.7149379315	3.7149379315
	8	1	2.2384426643	2.2384426643
	9	1	1.2051329749	1.2051329749
	10	1	1.3698463314	1.3698463314
	11	1	1.7454875831	1.7454875831
	12	1	0.8259367586	0.8259367586
	13	1	0.7121778937	0.7121778937
	14	1	1.2821572063	1.2821572063
	15	1	0.7820921961	0.7820921961
	16	1	1.6720183162	1.6720183162
	17	1	0.5237647738	0.5237647738
	18	1	0.2618823869	0.2618823869
	19	1	0.3211317957	0.3211317957
	20	1	0.3353516538	0.3353516538
	21	1	0.3092819139	0.3092819139
	22	1	0.2808421977	0.2808421977
	23	1	0.3744562636	0.3744562636
	24	1	1.5096749361	1.5096749361
	25	1	1.3461465678	1.3461465678
	26	1	0.1670833328	0.1670833328
	27	1	0.3863061454	0.3863061454
	28	1	0.2571424342	0.2571424342
	29	1	1.5878841557	1.5878841557
	30	1	0.9847251742	0.9847251742
	31	1	1.9374556676	1.9374556676
	32	1	1.7549674885	1.7549674885
Parking Units	33	1	0.0000000001	0.0000000001
	34	1	0.0000000001	0.0000000001
	35	1	0.0000000001	0.0000000001

Unit Type	Unit	Level	Percentage Contribution to Common Expense	Percentage Ownership Interest of the Common Elements (Common Interest)
	36	1	0.0000000001	0.0000000001
	37	1	0.0000000001	0.0000000001
	38	1	0.0000000001	0.0000000001
	39	1	0.0000000001	0.0000000001
	40	1	0.0000000001	0.0000000001
	41	1	0.0000000001	0.0000000001
	42	1	0.0000000001	0.0000000001
	43	1	0.0000000001	0.0000000001
	44	1	0.0000000001	0.0000000001
	45	1	0.0000000001	0.0000000001
	46	1	0.0000000001	0.0000000001
	47	1	0.0000000001	0.0000000001
	48	1	0.0000000001	0.0000000001
	49	1	0.0000000001	0.0000000001
	50	1	0.0000000001	0.0000000001
	51	1	0.0000000001	0.0000000001
	52	1	0.0000000001	0.0000000001
	53	1	0.0000000001	0.0000000001
	54	1	0.0000000001	0.0000000001
	55	1	0.0000000001	0.000000001
	56	1	0.0000000001	0.0000000001
	57	1	0.0000000001	0.0000000001
	58	1	0.0000000001	0.0000000001
	59	1	0.0000000001	0.0000000001
	60	1	0.0000000001	0.0000000001
	61	1	0.0000000001	0.0000000001
	62	1	0.0000000001	0.0000000001
	63	1	0.0000000001	0.0000000001
	64	1	0.0000000001	0.0000000001
	65	1	0.0000000001	0.0000000001
	66	1	0.0000000001	0.0000000001
	67	1	0.0000000001	0.0000000001
	68	1	0.000000001	0.0000000001
	69	1	0.0000000001	0.0000000001
	70	1	0.0000000001	0.0000000001
	71	1	0.0000000001	0.0000000001
	72	1	0.0000000001	0.0000000001
	73	1	0.0000000001	0.0000000001

Unit Type	Unit	Level	Percentage Contribution to Common Expense	Percentage Ownership Interest of the Common Elements (Common Interest)
	74	1	0.0000000001	0.0000000001
	75	1	0.0000000001	0.0000000001
	76	1	0.0000000001	0.0000000001
	77	1	0.0000000001	0.0000000001
	78	1	0.0000000001	0.0000000001
	79	1	0.0000000001	0.0000000001
	80	1	0.0000000001	0.0000000001
	81	1	0.0000000001	0.0000000001
(82	1	0.0000000001	0.0000000001
	83	1	0.0000000001	0.0000000001
	84	1	0.0000000001	0.0000000001
	85	1	0.0000000001	0.0000000001
	86	1	0.0000000001	0.0000000001
	87	1	0.0000000001	0.0000000001
	88	1	0.000000001	0.0000000001
	89	1	0.000000001	0.0000000001
	90	1	0.0000000001	0.0000000001
	91	1	0.0000000001	0.0000000001
	92	1	0.0000000001	0.0000000001
	93	1	0.0000000001	0.0000000001
	94	1	0.0000000001	0.0000000001
	95	1	0.0000000001	0.0000000001
	96	1	0.0000000001	0.0000000001
	97	1	0.0000000001	0.0000000001
	98	1	0.0000000001	0.0000000001
•	99	1	0.0000000001	0.0000000001
	100	1	0.0000000001	0.0000000001
	101	1	0.0000000001	0.0000000001
	102	1	0.0000000001	0.0000000001
	103	1	0.0000000001	0.0000000001
	104	1	0.0000000001	0.0000000001
	105	1	0.0000000001	0.000000001
	106	1	0.0000000001	0.0000000001
	107	1	0.0000000001	0.0000000001
	108	1	0.0000000001	0.0000000001
	109	1	0.0000000001	0.0000000001
	110	1	0.000000001	0.0000000001
	111	1	0.0000000001	0.0000000001

Unit Type	Unit	Level	Percentage Contribution to Common Expense	Percentage Ownership Interest of the Common Elements (Common Interest)
	112	1	0.0000000001	0.0000000001
	113	1	0.0000000001	0.0000000001
	114	1	0.0000000001	0.0000000001
	115	1	0.0000000001	0.0000000001
	116	1	0.0000000001	0.0000000001
	117	1	0.0000000001	0.000000001
	118	1	0.0000000001	0.0000000001
	119	1	0.0000000001	0.0000000001
	120	1	0.0000000001	0.0000000001
	121	1	0.0000000001	0.0000000001
	122	1	0.0000000001	0.0000000001
	123	1	0.0000000001	0.0000000001
	124	1	0.0000000001	0.000000001
	125	1	0.0000000001	0.0000000001
	126	1	0.0000000001	0.0000000001
	127	1	0.0000000001	0.0000000001
	128	1	0.0000000001	0.0000000001
	129	1	0.0000000001	0.0000000001
	130	1	0.0000000001	0.0000000001
	131	1	0.0000000001	0.0000000001
	132	1	0.0000000001	0.0000000001
	133	1	0.0000000001	0.0000000001
	134	1	0.0000000001	0.0000000001
	135	1	0.0000000001	0.0000000001
	136	1	0.0000000001	0.0000000001
	137	1	0.0000000001	0.000000001
	138	1	0.0000000001	0.0000000001
	139	1	0.0000000001	0.0000000001
	140	1	0.0000000001	0.000000001
	141	1	0.0000000001	0.0000000001
	142	1	0.0000000001	0.0000000001
	143	1	0.0000000001	0.0000000001
	144	1	0.0000000001	0.0000000001
	145	1	0.0000000001	0.0000000001
	146	1	0.0000000001	0.0000000001
	147	1	0.0000000001	0.0000000001
	148	1	0.0000000001	0.0000000001
	149	1	0.0000000001	0.000000001

Unit Type	Unit	Level	Percentage Contribution to Common Expense	Percentage Ownership Interest of the Common Elements (Common Interest)
	150	1	0.0000000001	0.0000000001
	151	1	0.0000000001	0.0000000001
	152	1	0.0000000001	0.0000000001
	153	1	0.0000000001	0.0000000001
	154	1	0.0000000001	0.0000000001
	155	1	0.0000000001	0.0000000001
	156	1	0.0000000001	0.0000000001
	157	1	0.0000000001	0.0000000001
	158	1	0.0000000001	0.0000000001
	159	1	0.0000000001	0.0000000001
	160	1	0.0000000001	0.0000000001
	161	1	0.0000000001	0.0000000001
	162	1	0.0000000001	0.0000000001
	163	1	0.0000000001	0.0000000001
	164	1	0.0000000001	0.0000000001
	165	1	0.0000000001	0.0000000001
	166	1	0.0000000001	0.000000001
	167	1	0.0000000001	0.0000000001
	168	1	0.0000000001	0.0000000001
	169	1	0.0000000001	0.0000000001
	170	1	0.0000000001	0.0000000001
	171	1	0.0000000001	0.0000000001
	172	1	0.0000000001	0.0000000001
	173	1	0.0000000001	0.0000000001
	174	1	0.0000000001	0.000000001
	175	1	0.0000000001	0.0000000001
	176	1	0.0000000001	0.0000000001
	177	1	0.0000000001	0.0000000001
	178	1	0.0000000001	0.0000000001
	179	1	0.0000000001	0.0000000001
	180	1	0.0000000001	0.0000000001
	181	1	0.0000000001	0.0000000001
	182	1	0.0000000001	0.0000000001
	183	1	0.0000000001	0.000000001
	184	1	0.0000000001	0.000000001
	185	1	0.0000000001	0.0000000001
	186	1	0.0000000001	0.0000000001
	187	1	0.000000001	0.0000000001

Unit Type	Unit	Level	Percentage Contribution to Common Expense	Percentage Ownership Interest of the Common Elements (Common Interest)
	188	1	0.0000000001	0.0000000001
	189	1	0.0000000001	0.0000000001
•	190	1	0.0000000001	0.0000000001
- <u>-</u>	191	1	0.0000000001	0.0000000001
	192	1	0.0000000001	0.0000000001
	193	1	0.0000000001	0.0000000001
	194	1	0.0000000001	0.0000000001
	195	1	0.0000000001	0.0000000001
	196	1	0.0000000001	0.0000000001
	197	1	0.0000000001	0.0000000001
	198	1	0.0000000001	0.0000000001
	199	1	0.0000000001	0.0000000001
	200	1	0.0000000001	0.0000000001
	201	1	0.0000000001	0.0000000001
	202	1	0.0000000001	0.0000000001
	203	1	0.0000000001	0.0000000001
	204	1	0.0000000001	0.0000000001
	205	1	0.0000000001	0.0000000001
	206	1	0.0000000001	0.0000000001
	207	1	0.0000000001	0.0000000001
	208	1	0.0000000001	0.0000000001
	209	1	0.0000000001	0.0000000001
	210	1	0.0000000001	0.0000000001
	211	1	0.0000000001	0.0000000001
	212	1	0.0000000001	0.0000000001
	213	1	0.0000000001	0.0000000001
	214	1	0.0000000001	0.0000000001
	215	1	0.0000000001	0.0000000001
	216	1	0.0000000001	0.0000000001
	217	1	0.0000000001	0.0000000001
	218	1	0.0000000001	0.0000000001
	219	1	0.0000000001	0.0000000001
	220	1	0.0000000001	0.0000000001
	221	1	0.0000000001	0.0000000001
	222	1	0.0000000001	0.0000000001
	223	1	0.0000000001	0.0000000001
	224	1	0.0000000001	0.0000000001
	225	1	0.0000000001	0.0000000001

Unit Type	Unit	Level	Percentage Contribution to Common Expense	Percentage Ownership Interest of the Common Elements (Common Interest)
	226	1	0.0000000001	0.0000000001
	. 227	1	0.0000000001	0.0000000001
	228	1	0.0000000001	0.0000000001
	229	1	0.0000000001	0.0000000001
	230	1	0.0000000001	0.0000000001
	231	1	0.0000000001	0.0000000001
"	232	1	0.0000000001	0.0000000001
	233	1	0.0000000001	0.0000000001
	234	1	0.0000000001	0.0000000001
	235	1	0.0000000001	0.0000000001
· 	236	1	0.0000000001	0.0000000001
	237	1	0.0000000001	0.0000000001
	238	1	0.0000000001	0.0000000001
	239	1	0.0000000001	0.0000000001
	240	1	0.0000000001	0.0000000001
	241	1	0.0000000001	0.0000000001
	242	1	0.000000001	0.0000000001
	243	1	0.0000000001	0.0000000001
	244	1	0.0000000001	0.0000000001
	245	1	0.0000000001	0.0000000001
	246	1	0.0000000001	0.0000000001
	247	1	0.0000000001	0.0000000001
	248	1	0.0000000001	0.0000000001
	249	1	0.0000000001	0.0000000001
	250	1	0.0000000001	0.0000000001
	251	1	0.0000000001	0.0000000001
	252	1	0.0000000001	0.0000000001
	253	1	0.0000000001	0.0000000001
	254	1	0.0000000001	0.0000000001
	255	1	0.0000000001	0.0000000001
	256	1	0.0000000001	0.0000000001
	257	1	0.0000000001	0.0000000001
	258	1	0.0000000001	0.000000001
	259	1	0.0000000001	0.0000000001
	260	1	0.0000000001	0.0000000001
	261	1	0.0000000001	0.0000000001
	262	1	0.0000000001	0.0000000001
	263	1	0.0000000001	0.0000000001

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Unit Type	Unit	Level	Percentage Contribution to Common Expense	Percentage Ownership Interest of the Common Elements (Common Interest)
	264	1	0.0000000001	0.0000000001
	265	1	0.0000000001	0.0000000001
	266	1	0.0000000001	0.0000000001
	267	1	0.000000001	0.0000000001
	268	1	0.0000000001	0.0000000001
	269	1	0.0000000001	0.0000000001
· -	270	1	0.0000000001	0.0000000001
	271	1	0.0000000001	0.0000000001
	272	1	0.0000000001	0.0000000001
	273	1	0.0000000001	0.0000000001
	274	1	0.0000000001	0.00000000001
	275	1	0.0000000001	0.0000000001
	276	1	0.0000000001	0.0000000001
	277	1	0.0000000001	0.0000000001
	278	1	0.0000000001	0.0000000001
	279	1	0.0000000001	0.0000000001
	280	1	0.0000000001	0.0000000001
	281	1	0.0000000001	0.0000000001
	282	1	0.0000000001	0.000000001
	283	1	0.0000000001	0.000000001
	284	1	0.0000000001	0.0000000001
	285	1	0.0000000001	0.0000000001
	286	1	0.0000000001	0.0000000001
	287	1	0.0000000001	0.000000001
	288	1	0.0000000001	0.0000000001
	289	1	0.0000000001	0.0000000001
	290	1	0.0000000001	0.0000000001
	291	1	0.0000000001	0.0000000001
Sign Unit	292	1	0.0000000001	0.000000001
Commercial Units	1	2	4.0408096799	4.0408096799
	2	2	6.0849142834	6.0849142834
	3	2	1.1423286016	1.1423286016
	4	2	2.0867641778	2.0867641778
	5	2	2.8664863976	2.8664863976
	6	2	3.5407446697	3.5407446697
	7	2	1.0333096894	1.0333096894
	8	2	0.1990780136	0.1990780136
	9	2	0.2879521267	0.2879521267

Unit Type	Unit	Level	Percentage Contribution to Common Expense	Percentage Ownership Interest of the Common Elements (Common Interest)
	10	2	0.5379846319	0.5379846319
	11	2	1.4622754091	1.4622754091
	12	2	0.1682683210	0.1682683210
	13	2	0.7856471606	0.7856471606
	14	2	1.6151388838	1.6151388838
	15	2	1.9635254075	1.9635254075
	16	2	2.0500295443	2.0500295443
	17	2	3.1982830868	3.1982830868
	18	2	0.8970360492	0.8970360492
Residential Units	1	3	0.7657942264	0.7657942264
	2	3	0.9978073006	0.9978073006
	3	3	1.0895151711	1.0895151711
	4	3	1.0205383112	1.0205383112
	5	3	0.9836983974	0.9836983974
	6	3	0.9695894943	0.9695894943
	7	3	1.2502044092	1.2502044092
	8	3	0.9860498813	0.9860498813
	9	3	0.6905467429	0.6905467429
	10	3	0.9445069997	0.9445069997
(11	3	1.0119162037	1.0119162037
	12	3	1.1553612268	1,1553612268
	13	3	0.9931088405	0.9931088405
	14	3	1.1247874290	1.1247874290
	15	3	0.7548206350	0.7548206350
	16	3	0.9993749565	0.9993749565
	17	3	1.1639833343	1.1639833343
	18	3	1.0448369778	1.0448369778
	19	3	0.8982611505	0.8982611505
	20	3	0.9899690210	0.9899690210
	21	3	0.6678157322	0.6678157322
Storage Units	22	3	0.0000000001	0.0000000001
	23	3	0.0000000001	0.0000000001
	24	3	0.0000000001	0.0000000001
	25	3	0.0000000001	0.0000000001
	26	3	0.0000000001	0.0000000001
	27	3	0.0000000001	0.000000001
	28	3	0.0000000001	0.0000000001
	29	3	0.0000000001	0.0000000001

Unit Type	Unit	Level	Percentage Contribution to Common Expense	Percentage Ownership Interest of the Common Elements (Common Interest)
	30	3	0.0000000001	0.0000000001
	31	3	0.0000000001	0.0000000001
	32	3	0.0000000001	0.0000000001
	33	3	0.0000000001	0.0000000001
	34	3	0.0000000001	0.0000000001
	35	3	0.0000000001	0.0000000001
,,	36	3	0.0000000001	0.0000000001
	37	3	0.0000000001	0.0000000001
	38	3	0.0000000001	0.0000000001
	39	3	0.0000000001	0.0000000001
	40	3	0.0000000001	0.0000000001
	41	3	0.0000000001	0.0000000001
	42	3	0.0000000001	0.0000000001
	43	3	0.0000000001	0.0000000001
	44	3	0.0000000001	0.0000000001
	45	3	0.000000001	0.0000000001
	46	3	0.0000000001	0.0000000001
	47	3	0.000000001	0.0000000001
	48	3	0.0000000001	0.0000000001
	49	3	0.0000000001	0.0000000001
	50	3	0.0000000001	0.0000000001
	51	3	0.0000000001	0.0000000001
	52	3	0.0000000001	0.0000000001
Residential Units	1	4	0.6576259688	0.6576259688
	2	4	0.8778816237	0.8778816237
	3	4	0.9280466127	0.9280466127
	4	4	0.7877414091	0.7877414091
	5	4	0.7509014953	0.7509014953
	6	4	1.0926504829	1.0926504829
	7	4	0.8575020969	0.8575020969
	8	4	0.9013964623	0.9013964623
	9	4	1.0667841605	1.0667841605
	10	4	0.6341111302	0.6341111302
Total			100.0000000000	100.0000000000

Schedule "D(1)"

PROPORTIONS OF

CONTRIBUTIONS TO COMMON EXPENSES DESCRIBED IN SCHEDULE E(1)

Additional Expenses Related to Residential Units Common Elements Utilities, Residential Units Water and Sewage and Residential Units Janitorial and Cleaning Supplies

There will be a separate Schedule for Additional Common Expenses for Residential Units and for Commercial Units

Residential Unit	Level	Percentage Contribution to Residential Units Common Elements Utilities, Residential Units Water and Sewage and Residential Units Janitorial and Cleaning Supplies
1	3	2.5260599859
2	3	3.4725330946
3	3	3.8466457760
4	3	3.5652618789
5	3	3.4149772974
6	3	3.3574215003
7	3	4.5021423547
8	3	3.4245699303
9	3	2.2190957345
10	3	3.2551000831
11	3	3.5300888917
12	3	4.1152394961
13	3	3.4533478289
14	3	3.9905352689
15	3	2.4812943659
16	3	3.4789281832
17	3	4.1504124832
18	3	3.6643857517
19	3	3.0664449703
20	3	3.4405576517
21	3	2.1263669502
1	4	2.0847988745
2	4	2.9833088188
3	4	3.1879516531
4	4	2.6155912259
5	4	2.4653066445
6	4	3.8594359532
7	4	2.9001726674
8	4	3.0792351474
9	4	3.7539169918
10	4	1.9888725459
Total		100.0000000000

Schedule "D(2)"

PROPORTIONS OF

CONTRIBUTIONS TO COMMON EXPENSES DESCRIBED IN SCHEDULE E(2)

Additional Expenses Related to Commercial Units Janitorial and Cleaning Supplies

There will be a separate Schedule for Additional Common Expenses for Residential Units and for Commercial Units

Commercial Unit	Level	Percentage Contribution to Commercial Units Janitorial and Cleaning Supplies
1	1	3.9887753057
2	1	0.9520946081
3	1	4.6385381172
4	1	0.6497628115
5	1	1.6035277611
6	1	0.9888421193
7	1	5.2365203448
8	1	3.1552749382
9	1	1.6987372219
10	1	1.9309146790
11	1	2.4604129084
12	1	1.1642279682
13	1	1.0038751921
14	1	1.8073094140
15	1	1.1024253357
16	1	2.3568517405
17	1	0.7382909067
18	1	0.3691454533
19	1	0.4526625242
20	1	0.4727066212
21	1	0.4359591100
22	1	0.3958709160
23	1	0.5278278880
24	1	2.1280149663

Commercial Unit	Level	Percentage Contribution to Commercial Units Janitorial and Cleaning Supplies
25	1	1.8975078506
26	1	0.2355181399
27	1	0.5445313022
28	1	0.3624640877
29	1	2.2382574998
30	1	1.3880537182
31	1	2.7310082181
32	1	2.4737756397
1	1	5.6958642346
2	2	8.5772031803
3	2	1.6102091267
4	2	2.9414712367
5	2	4.0405558896
6	2	4.9909801563
7	2	1.4565377163
8	2	0.2806173582
9	2	0.4058929645
10	2	0.7583350037
11	2	2.0612013095
12	2	0.2371884813
13	2	1.1074363600
14	2	2.2766753524
15	2	2.7677557293
16	2	2.8896906528
17	2	4.5082514866
18	2	1.2644484536
Total		100.00000000000

Schedule "E"

COMMON EXPENSES

- 1. "Common Expenses" in this Schedule E shall comprise all of the expenses other than those listed in Schedules "E(1)" and "E(2)" hereof incurred in the performance of the objects and duties of the Corporation and all expenses specified as Common Expenses in the Act or in the accompanying Declaration of which this is a schedule and include, without limiting the generality of the foregoing:
 - (a) Anything that is determined by By-law to be a Common Expense;
 - (b) Interest on Common Expense arrears calculated monthly from the date the Common Expenses were due at two (2) percent above the commercial rate of interest per annum established and reported by any one (1) of the five (5) largest chartered Canadian banks chosen by the Board in its absolute discretion from time-to-time as a reference rate of interest for the determination of interest rates that such chosen bank charges to customers of varying degrees of credit worthiness in Canada for Canadian dollar loans made by it in Canada as of the date that the Common Expenses in question were due. Such interest shall be deemed to be part of the Common Expenses that are in arrears. Any lien that arises because of the failure of a Unit Owner to pay Common Expenses when due shall also include such interest. Such lien is not released until such interest is paid. If this rate of interest is not capable of being determined for any reason or is no longer in existence, the Corporation shall have the right to establish a rate of interest in lieu thereof by By-law. In such event all references to a rate of interest in the foregoing shall mean the rate of interest established by By-law.
- In addition to the power of the Board to allocate certain costs as set forth in the Declaration, the Board shall have the power from time-to-time as it sees fit to impose a Common Expenses surcharge on the Owner(s) of any Unit, if any Unit Occupant(s) of such Unit is determined, by the Board in its sole discretion, to be using an excessive amount of any Corporation provided service, facility or utility (meaning any service, facility or utility paid for by the Corporation). The amount of such surcharge shall be an amount that the Board of Directors in its absolute discretion determines represents the value or cost of the excess use by the Unit Occupant(s) of the Unit in question of any Corporation provided service, facility or utility and shall be considered Common Expenses owing by the said Unit Owner(s) which are due upon written demand for payment being made by the Board.
- 3. In the event of mediation involving the Corporation and a Unit Owner, if the mediator or a settlement agreement pertaining to the mediation requires that all or part of the costs of such mediation are the responsibility of the Unit Owner, the costs that are so found to be, or agreed to be, the responsibility of the Unit Owner may be paid by the Corporation in the absolute discretion of the Board. If any such costs are so paid by the Corporation, and if so paid, the amount so paid shall be added to the Common Expenses payable for the Owner's Unit. In such event the Board may specify a time for payment by the Owner of the Unit. If the said costs are not paid by the time specified by the Board, the said costs so paid shall be considered to be Common Expenses in arrears, owing on account of such Unit Owner's Unit.
- 4. If any costs specified in this Declaration that are the obligation of a Unit Owner to pay are not paid when required by the Board, such costs shall be added to the said Owner's contribution towards Common Expenses.
- 5. Any monies owing by a Unit Owner to the Corporation which are deemed in this Declaration to be Common Expenses owing by a Unit Owner or stated in this Declaration to be Common Expenses owing by a Unit Owner or added to an Owner's contribution to Common Expenses may be subject to a lien pursuant to the Act and shall be considered due upon the invoice for same being presented or delivered to the Unit Owner or mailed to the address maintained pursuant to Section 47 of the Act for the Unit Owner if such address has been provided by the Unit Owner, failing which the invoice for the foregoing shall be considered, presented or

delivered to the Unit Owner by leaving same at or mailing same by registered mail or ordinary mail to the Unit owned by such Unit Owner. In the event of mailing, the invoice shall be deemed to be presented or delivered to the Unit Owner on the day of mailing.

6. In the event of a request for copies of any records of the Corporation pursuant to section 55 of the Act, or any successor legislation thereto, the Corporation is entitled to require payment of a fee to compensate the Corporation for labour and copying charges. In the event such fee is charged and is not paid by the time specified by the Board, the said fee shall be considered to be Common Expenses in arrears owing on account of the Unit associated with the party requesting such copies and therefore the amount of such fee can be the subject matter of a lien for Common Expense arrears pursuant to the Act.

Schedule "E(1)"

Additional Expenses Related to Residential Units Common Elements Utilities, Residential Units Water and Sewage and Residential Units Janltorial and Cleaning Supplies

Common Expenses in this Schedule shall be the monies paid on account of the cost of the Common Elements Utilities, Units Water and Sewage and Units and Janitorial and Cleaning Supplies as they relate to the Residential Units list in Schedule D(1) hereof and paid to the supplier(s) of same.

Schedule "E(2)"

Additional Expenses Related to Commercial Units Janitorial and Cleaning Supplies

Common Expenses in this Schedule shall be the monies paid on account of the cost of Janitorial and Cleaning Supplies as they relate to the Commercial Units list in Schedule D(2) hereof and paid to the supplier(s) of same.

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Schedule "F"

EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS

There are no exclusive use portions of the Common Elements.

Schedule "G"

CERTIFICATE OF ARCHITECT OR ENGINEER (SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM CORPORATION)

(under clause 8 (1) (e) or (h) of the Condominium Act, 1998)

Condominium Act, 1998

I certify that:

Each building on the property has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

- 1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant.
- 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 license, 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 14^{TH} day of 3ULY 2017.

Grant M. Diemert:

G.M. Diemert Architect Inc.