

STATUS CERTIFICATE
For
KILLEN sale
Essex Condominium Corporation # 110
WESTVIEW PARK LUXURY GARDENS

(under Subsection 76 (1) of the Condominium Act, 1998)

Essex Standard Condominium Corporation No. 110 (the "Corporation") certifies that as of the date of this certificate:

Suite #	Legal Level	Legal Unit
103	1	3

General Information Concerning the Corporation:

1. Mailing address: P.O. Box 35017, RPO Grand Marais, Windsor, Ontario N9E 4V0
2. Address for service: P.O. Box 35017, RPO Grand Marais, Windsor, Ontario N9E 4V0
3. Name of property manager: Suzanne P. Nicholls Management Ltd.
Address: P.O. Box 35017, RPO Grand Marais, Windsor, Ontario N9E 4V0

The directors and officers of the Corporation are:

<u>Jeanne Lew</u>	President	<u>519 966 5386</u>
Shelagh Price	Director	519 966 5386
Doug Rankin	Director	519 966 5386

Common Expenses:

4. The owner of Unit 103 Level 1, Suite 3 of Essex Standard Condominium Plan No. 110, registered in the Land Titles Division of the Essex County Registry Office (No. 12), is NOT in default in payment of common expenses.
5. A payment on account of common expenses for the unit in the amount of \$302.24 for unit 103 is due on December 1 2021 for the period of December 1, 2021 to December 31, 2021. This amount includes the amount of any increase since the date of the budget of the Corporation for the current fiscal year as described in paragraph 10.
6. The Corporation has the amount of \$NIL in prepaid common expenses for the unit.
7. There are no amounts that the *Condominium Act, 1998* requires to be added to the common expenses payable for the unit.

Budget:

8. The budget of the Corporation for the current fiscal year is accurate however, the corporation cannot accurately determine at this time whether the budget will result in a surplus or deficit as it has no control over any, as yet, unannounced increases in utility rates, increased labour or material costs, any other cost factors which are

beyond the normal budgetary controls of the Corporation, including any costs which might impact on the budget.

9. Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been increased.
10. 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.
11. The Corporation has no knowledge of any circumstances that may result in an increase in the common expenses for the unit.

Reserve Fund:

12. The Corporation's reserve fund amounts to \$166,623.00 as of November 19 2021.
13. A reserve fund study was conducted and the Corporation developed a funding plan in accordance with it. A copy is attached.
14. The balance of the reserve fund at the beginning of the current fiscal year was \$116, 174.00. 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 \$60,000.00 and the anticipated expenditures to be made from the reserve fund in the current fiscal year are anticipated to be approximately \$43,000.00 (parking lot repairs and maintenance).
15. Not applicable.
16. 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.

Legal Proceedings, Claims:

17. There are no outstanding judgments against the Corporation.
18. The Corporation is not a party to any proceeding before a court of law, an arbitrator or an administrative tribunal.
19. 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.
20. The Corporation has no outstanding claim for payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act*. Prior to November 2004 the corporation will be filing a performance audit with Ontario New Home Warranty.
21. 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:

22. The unit is **not** subject to any agreement under clause 98 (1) (b) of the *Condominium Act, 1998*, relating to additions, alterations or improvements made to the common elements by the unit owner.

****THE OWNERS UNANIMOUSLY VOTED TO PROHIBIT DOGS FROM THE BUILDING. DOGS ARE NOT ALLOWED TO LIVE IN UNITS OR BE BROUGHT INTO THE BUILDING BY VISITORS.****

****THE OWNERS VOTED TO MAKE THE BUILDING "SMOKE FREE" EFFECTIVE JULY 1 2018.****

Leasing of Units:

23. The Corporation has received notice under section 83 of the *Condominium Act, 1998* that 10 units were leased during the fiscal year preceding the date of this status certificate.

Substantial changes to the common elements, assets or services:

24. 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.

Insurance:

25. The Corporation has secured all policies of insurance that are required under the *Condominium Act, 1998*. The Declaration of this Condominium requires the owners be responsible for the Corporation's Insurance deductible in the event of a claim. We would recommend that all owners acquire contingency coverage as part of their homeowner's policy. Please note that the standard unit by-law excludes floor coverings we recommend that all purchasers acquire suitable coverage against loss or damage.

Phased condominium corporations:

26. Not applicable.
27. Not applicable.

Vacant land condominium corporations:

28. Not applicable.

Leasehold condominium corporations:

29. Not applicable.
30. Not applicable.
31. Not applicable.

Attachments:

32. The following documents are part of this status certificate:
(a) a copy of the current declaration, by-laws and rules;

- (b) a copy of the budget of the Corporation for the current fiscal year;
- (c) 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;
- (d) a certificate or memorandum of insurance for each of the current insurance policies.
- (e) not applicable;
- (f) not applicable;
- (g) not applicable;
- (h) not applicable;
- (i) not applicable;
- (j) not applicable;
- (k) not applicable;
- (l) not applicable.

Rights of person requesting certificate:

33. 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:

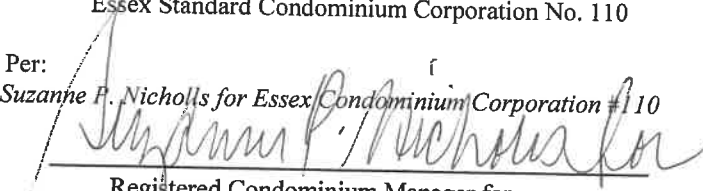
(1) Upon receiving a written request and reasonable notice, the Corporation shall permit a person who has requested a status certificate and paid the fee charged by the Corporation for the certificate, or an agent of the person duly authorized in writing, to examine the agreements listed in subparagraph 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.

Execution of Status Certificate

Dated as of the 29th day of September 2021.

Essex Standard Condominium Corporation No. 110

Per:  Suzanne P. Nicholls for Essex Condominium Corporation #110

Registered Condominium Manager for
Essex Standard Condominium Corporation No. 110

(I have the authority to bind the Corporation.)

INSURANCE STORE INC.
 13350 Lanoue Street Tecumseh ON N8N 5E1
 (519) 259-1955 Fax (519) 258-2900

CERTIFICATE OF INSURANCE

This is to certify to: **Essex Condominium Corporation No. 110, All Registered Unit Owners, All Registered Mortgagees, (from time to time) and Suzanne P. Nicholls Management Ltd.**

The above noted Certificate holder is included solely with respect to liability arising out of the usual operations of the Named Insured and that policies of Insurance as herein described have been issued to the Insured named below and are in force at this date.

Name of Insured: **Essex Condominium Corporation No. 110 c/o Suzanne P. Nicholls Management**

Mailing Address: **PO Box 35017 RPO, Grand Marais West, Windsor, ON N9E 4V0**

Location and Operations: **Operations usual to the business of the Named Insured – 1885 Westview Par Blvd, LaSalle ON N9H 2R8**

KIND OF POLICY	COMPANY & POLICY NO.	EFF-EXPIRY DATE (DD/MM/YYYY)	LIMITS OF LIABILITY All Limits Shown in Canadian Dollars	
COMMERCIAL GENERAL LIABILITY (except automobile) Products and/or Completed Operations: INCLUDED	Gore Mutual Insurance Company 9020087	01/11/2021 To 01/11/2022	\$2,000,000 \$ 5,000 \$2,000,000 \$2,000,000	INCLUSIVE LIMIT (BODILY INJURY AND PROPERTY DAMAGE COMBINED) DEDUCTIBLE AGGREGATE GENERAL AGGREGATE
COMMERCIAL PROPERTY – BROAD FORM COVERAGE	Gore Mutual Insurance Company 9020087	01/11/2021 To 01/11/2022	\$7,403,560 \$ 5,000 \$ 10,000 \$7,403,560 \$ 5,000	BUILDING(S) & BUSINESS CONTENTS DEDUCTIBLE (EXCEPT FOR EARTHQUAKE, FLOOD & WATER DAMAGE) DEDUCTIBLE – WATER DAMAGE EQUIPMENT BREAKDOWN COVERAGE DEDUCTIBLE
DIRECTORS & OFFICERS	Gore Mutual Insurance Company 9020087	01/11/2021 To 01/11/2022	\$2,000,000	DIRECTORS & OFFICERS

NOTE:

The Insurance afforded is subject to the terms, conditions and exclusions of the applicable policy. This certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer. The Insurer will endeavour to mail to the holder of this certificate THIRTY (30) days written notice of any material change in or cancellation of these policies, but assumes no responsibility for failure to do so.

Insurance Store Inc.



Tim Hodgson, CIP, CAIB
Account Executive



Date: October 20, 2021

Suzanne P. Nicholls Management Ltd.

**PO Box 35017 RPO Grand Marais
WINDSOR, Ontario N9E 4V0
519 966 5386**

December 12, 2020

Dear Owner:

2021 BUDGET **SMALL INCREASE IN COMMON FEES**

One of the duties and responsibilities of your Board of Directors is to develop a budget with the Property Manager for the upcoming year. Attached is a copy of the budget that the Board has approved for 2021. Our budget runs from January 1 to December 31 each year. At this time, **there will be a small increase in common fees for 2021.**

This year, there are 3 areas of our budget that we must increase. We are mandated to budget in accordance with our Reserve Fund Study and that increased our operating budget by just over three thousand dollars (\$3083.00). As the building is getting older, we must ensure that we have sufficient monies in our Reserve to pay for these repairs and replacements. Also, our Condominium insurance premium has increased by two thousand nine hundred dollars (\$2900.00). Insurance across the board has increased over the years significantly; not only for Condominiums but also for single family homes and cars due to the enormous number of claims in general. The 3rd area requiring an increase in common fees was our water bill. It has gone up by three thousand dollars this year (\$3000.00). Most of our water bills are surcharges and delivery charges. Since Lasalle has taken over our water bills, they are surcharging all Condominium Corporations \$25.00 per unit per month. That is adding \$1000.00 for our 40 units right off the top. Add to that delivery charges, sewer surcharges, water main replacement levies etc. etc. and our monthly bills are almost \$2300.00 per month. Our actual water usage is just over \$500.00 per month yet our bills are well over two thousand dollars per month.

Please see the attached schedule for your common fee amount. If you own a parking garage unit, please add the common fees for it too. The only option for payment of your common fees is **automatic debit**. Simply send me a VOID cheque or a form from your bank which they will supply for you. The payments will automatically be deducted from your account on the first banking day of every month. **If we already have a VOID cheque on file and your banking information has not changed, no action is required on your part.**

As always, our goal is still meeting our responsibilities and expenses. We welcome any questions or comments. Please contact Suzanne or Jeff Nicholls, your Property Managers at 519 966 5386 or by email at spnmgmt@aol.com

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Respectfully,
Suzanne P. Nicholls (signed electronically)

Suzanne P. Nicholls Management Ltd. ph: 519 966 5386 spnmgmt@aol.com

Suzanne P. Nicholls, RCM, OLG
Registered Condominium Manager and Ontario Licensed General Manager

Jeffrey J. Nicholls (signed electronically)

Jeffrey J. Nicholls, OLG
Ontario Licensed General Manager
Essex Condominium Corporation #110

Your Board of Directors: Jeanne Lew (210) and Gloria Grabijas (203)

ESSEX CONDOMINIUM CORPORATION #110											
OPERATING BUDGET 2021--final approved											
	'2021	2020	2019	2018	2017	'2016	'2015	2014	2013		
REVENUE											
Revenue - Common Fees	\$144,100.00	\$135,392.00	\$129,894.00	\$123,559.00	\$116,222.00	\$106,070.00	\$106,070.24	\$104,337.00	\$97,337.00		
Revenue - Parking Garage	\$3,973.00	\$3,733.00	\$3,580.00	\$3,407.00	\$3,204.00	\$2,920.00	\$2,921.52	\$1,985.00	\$1,985.00		
Revenue - Deeded Parking	\$577.00	\$542.00	\$520.00	\$495.00	\$466.00	\$424.00	\$318.24	\$288.00	\$288.00		
Revenue - Interest Income	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Revenue - Miscellaneous Income	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
TOTAL: REVENUE	\$148,650.00	\$139,667.00	\$133,994.00	\$127,461.00	\$119,892.00	\$109,414.00	\$109,310.00	\$106,610.00	\$99,610.00		
EXPENSES:											
Hydro	\$5,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$7,000.00	\$6,500.00	\$7,000.00	\$6,500.00	\$6,500.00		
Union Gas - Usage Account	\$650.00	\$650.00	\$650.00	\$600.00	\$600.00	\$650.00	\$700.00	\$700.00	\$700.00		
Water/Sewage	\$24,000.00	\$21,000.00	\$21,000.00	\$17,000.00	\$13,500.00	\$12,500.00	\$12,500.00	\$12,000.00	\$12,000.00		
Snow Removal	\$5,000.00	\$5,000.00	\$4,200.00	\$4,100.00	\$4,100.00	\$3,000.00	\$2,700.00	\$2,700.00	\$2,700.00		
Landscaping	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$7,000.00	\$7,000.00	\$5,500.00	\$5,500.00	\$5,500.00		
HVAC - Rental of M/U Air Unit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,700.00	\$3,700.00		
General Repairs & Maintenance	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$15,000.00	\$18,150.00	\$18,150.00	\$18,150.00		
Garage Expenses	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00		
Garbage Expenses	\$3,400.00	\$3,400.00	\$3,400.00	\$3,400.00	\$3,400.00	\$3,400.00	\$3,400.00	\$3,400.00	\$3,400.00		
Management Fees	\$12,204.00	\$12,204.00	\$12,204.00	\$11,100.00	\$11,100.00	\$11,100.00	\$11,100.00	\$11,100.00	\$11,100.00		
Professional Fees	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,400.00	\$1,400.00	\$1,400.00		
General Expenses	\$100.00	\$100.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00		
Office Supplies	\$450.00	\$450.00	\$400.00	\$400.00	\$400.00	\$400.00	\$500.00	\$500.00	\$500.00		
Insurance	\$12,900.00	\$10,000.00	\$8,000.00	\$8,500.00	\$7,500.00	\$7,000.00	\$5,000.00	\$3,300.00	\$3,300.00		
Bank Charges	\$0.00	\$0.00	\$36.00	\$0.00	\$0.00	\$14.00	\$10.00	\$10.00	\$10.00		
Capital Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Allocation to Reserve Fund	\$54,466.00	\$51,383.00	\$48,474.00	\$45,731.00	\$43,142.00	\$40,700.00	\$40,700.00	\$37,000.00	\$30,000.00		
Additional Allocation to Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Condo Authority of Ontario	\$480.00	\$480.00	\$480.00	\$480.00	\$480.00	\$480.00	\$480.00	\$480.00	\$480.00		
Performance Audit/Reserve Study Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
TOTAL: EXPENSES	\$148,650.00	\$139,667.00	\$133,994.00	\$127,461.00	\$119,892.00	\$109,414.00	\$109,310.00	\$106,610.00	\$99,610.00		
**HVAC lease was paid in full in November 2014											

WESTVIEW PARK CONDOMINIUMS
ECC # 110
OPERATING BUDGET CALCULATIONS--2021

<u>LEVEL</u>	<u>UNIT #</u>	<u>PERCENTAGE</u>	<u>TOTAL BUDGET</u>	<u>MONTHLY COMMON FEE</u>	
1	101	2.43990%	\$ 148,650.00	\$ 302.24	
1	102	2.43990%	\$ 148,650.00	\$ 302.24	
1	103	2.43990%	\$ 148,650.00	\$ 302.24	
1	104	2.43990%	\$ 148,650.00	\$ 302.24	
1	105	2.43990%	\$ 148,650.00	\$ 302.24	
1	106	2.43890%	\$ 148,650.00	\$ 302.12	
1	107	2.43990%	\$ 148,650.00	\$ 302.24	
1	108	2.43990%	\$ 148,650.00	\$ 302.24	
1	109	2.43990%	\$ 148,650.00	\$ 302.24	
1	110	2.43990%	\$ 148,650.00	\$ 302.24	
1	111	2.43990%	\$ 148,650.00	\$ 302.24	
1	112	2.30950%	\$ 148,650.00	\$ 286.09	
				\$ 3,610.63	
1	13	0.19090%	\$ 148,650.00	\$ 23.65	Garage unit
1	14	0.19090%	\$ 148,650.00	\$ 23.65	Garage unit
1	15	0.19090%	\$ 148,650.00	\$ 23.65	Garage unit
1	16	0.19090%	\$ 148,650.00	\$ 23.65	Garage unit
1	17	0.19090%	\$ 148,650.00	\$ 23.65	Garage unit
1	18	0.19090%	\$ 148,650.00	\$ 23.65	Garage unit
1	19	0.19090%	\$ 148,650.00	\$ 23.65	Garage unit
1	20	0.19090%	\$ 148,650.00	\$ 23.65	Garage unit
1	21	0.19090%	\$ 148,650.00	\$ 23.65	Garage unit
1	22	0.19090%	\$ 148,650.00	\$ 23.65	Garage unit
1	23	0.19090%	\$ 148,650.00	\$ 23.65	Garage unit
1	24	0.19090%	\$ 148,650.00	\$ 23.65	Garage unit
1	25	0.19090%	\$ 148,650.00	\$ 23.65	Garage unit
1	26	0.19090%	\$ 148,650.00	\$ 23.65	Garage unit
1	27	0.04855%	\$ 148,650.00	\$ 6.01	Designated parking
1	28	0.04855%	\$ 148,650.00	\$ 6.01	Designated parking
1	29	0.04855%	\$ 148,650.00	\$ 6.01	Designated parking
1	30	0.04855%	\$ 148,650.00	\$ 6.01	Designated parking
1	31	0.04855%	\$ 148,650.00	\$ 6.01	Designated parking
1	32	0.04855%	\$ 148,650.00	\$ 6.01	Designated parking
1	33	0.04855%	\$ 148,650.00	\$ 6.01	Designated parking
1	34	0.04855%	\$ 148,650.00	\$ 6.01	Designated parking
				\$ 379.18	
2	201	2.30950%	\$ 148,650.00	\$ 286.09	
2	202	2.43990%	\$ 148,650.00	\$ 302.24	
2	203	2.43990%	\$ 148,650.00	\$ 302.24	
2	204	2.43990%	\$ 148,650.00	\$ 302.24	
2	205	2.43990%	\$ 148,650.00	\$ 302.24	
2	206	2.43990%	\$ 148,650.00	\$ 302.24	
2	207	2.43890%	\$ 148,650.00	\$ 302.12	
2	208	2.43890%	\$ 148,650.00	\$ 302.12	
2	209	2.43990%	\$ 148,650.00	\$ 302.24	
2	210	2.43990%	\$ 148,650.00	\$ 302.24	
2	211	2.43990%	\$ 148,650.00	\$ 302.24	
2	212	2.43990%	\$ 148,650.00	\$ 302.24	
2	213	2.43990%	\$ 148,650.00	\$ 302.24	
2	214	2.30950%	\$ 148,650.00	\$ 286.09	

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

Condominium Act, 1998

To: All owners in Essex Condominium Corporation No. 110

The board has received and reviewed a reserve fund study report dated October 26, 2016, prepared by First Condo Group Limited and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the Condominium Act, 1998, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

This notice contains:

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

At the present time, the average annual contribution per unit per month to the reserve fund is \$84.79. Based on the proposed funding plan, annual contributions to the reserve fund will increase by 6% in each of the following three years.

The proposed funding plan will be implemented as of Jan 1 2017

Dated this 26th day of October 2016

Essex Condominium Corporation No. 110

Suzanne P. Nicholas for ECC #110
Signature

SUZANNE P. NICHOLS
Print Name

Signature

Print Name

The persons signing this notice have the authority to bind the corporation.

SUMMARY OF RESERVE FUND STUDY

The following is a summary of the reserve fund study report dated October 26, 2016, prepared by First Condo Group Limited, for Essex Condominium Corporation No. 110.

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 that 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 fiscal year 2017 is \$43,142, based on the estimated expenditures and the following:

Balance of the Reserve Fund – December 31, 2015	\$	7,017
Minimum Reserve Fund Balance during the projected period	\$	7,017
Assumed Annual Inflation Rate for Reserve Fund Expenditures		3.47%
Assumed Annual Interest Rate for interest earned on the Reserve Fund		1.00%

The Reserve Fund Study can be examined during normal business hours at the management office upon 24 hours notice.

CASH FLOW TABLE

The CASH FLOW TABLE comprises a 30-year projection of reserve fund income and expenses and is attached hereto.

Opening Balance of the Reserve Fund – January 1, 2017	\$	7,017
Minimum Reserve Fund Balance, as indicated in the table	\$	7,017
Assumed Annual Inflation Rate for Reserve Fund Expenditures		3.47%
Assumed Annual Interest Rate for interest earned on the Reserve Fund		1.00%

**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 Essex Condominium Corporation No. 110 has reviewed the reserve fund study report prepared by First Condo Group Limited for the corporation known as the "Reserve Fund Study" and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the Condominium Act, 1998, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

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

The total annual contribution recommended under the proposed funding plan for 2016 is \$40,700, which is the amount that has already been budgeted.

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

The Plan for Future Funding of the Reserve Fund proposed by the Board does not differ in any respect from the Reserve Fund Study Updating Report, prepared by First Condo Group Limited, dated October 26, 2016.

**Condominium Act, 1998
Cash Flow Table**

Essex Condominium Corporation No. 110 Proposed Cash Flow Table						
Year ending 31-Dec	Opening Balance	Recommended Annual Contribution	Estimated Inflation Adjusted Expenditures	Estimated Interest Earned 1.00%	Percentage Increase In Recommended Annual Contributions	Closing Balance
2016	7,017	40,700	32,446	70	n/a	15,341
2017	15,341	43,142	6,522	153	6.00%	52,114
2018	52,114	45,731	11,120	521	6.00%	87,246
2019	87,246	48,474	13,821	872	6.00%	122,771
2020	122,771	51,383	1,536	1,228	6.00%	173,846
2021	173,846	54,466	14,469	1,738	6.00%	215,581
2022	215,581	55,827	5,086	2,156	2.50%	268,478
2023	268,478	57,223	-	2,685	2.50%	328,386
2024	328,386	58,654	31,469	3,284	2.50%	358,854
2025	358,854	60,120	81,790	3,589	2.50%	340,772
2026	340,772	61,623	3,048	3,408	2.50%	402,755
2027	402,755	63,164	16,072	4,028	2.50%	453,874
2028	453,874	64,743	27,730	4,539	2.50%	495,426
2029	495,426	66,361	190,585	4,954	2.50%	376,156
2030	376,156	68,020	17,474	3,762	2.50%	430,464
2031	430,464	69,721	210,760	4,305	2.50%	293,729
2032	293,729	71,464	7,804	2,937	2.50%	360,327
2033	360,327	73,250	54,197	3,603	2.50%	382,983
2034	382,983	75,082	151,686	3,830	2.50%	310,209
2035	310,209	76,959	2,313	3,102	2.50%	387,957
2036	387,957	78,883	34,290	3,880	2.50%	436,430
2037	436,430	80,855	7,446	4,364	2.50%	514,202
2038	514,202	82,876	6,692	5,142	2.50%	595,529
2039	595,529	84,948	271,994	5,955	2.50%	414,438
2040	414,438	87,072	11,411	4,144	2.50%	494,243
2041	494,243	89,249	29,549	4,942	2.50%	558,886
2042	558,886	91,480	24,950	5,589	2.50%	631,005
2043	631,005	93,767	6,289	6,310	2.50%	724,792
2044	724,792	96,111	39,718	7,248	2.50%	788,433
2045	788,433	98,514	478,091	7,884	2.50%	416,740
2046	416,740	100,977	7,758	4,167	2.50%	514,126

**Condominium Act, 1998
Contribution Table**

Essex Condominium Corporation No. 110				
Year Ending 31-Dec	A Annual Contribution	% Increase Over Previous Year	B Other Contribution	A + B Total Contribution Each Year to Reserve Fund
2016	40,700	n/a	\$ -	\$ 40,700
2017	43,142	6.00%	\$ -	\$ 43,142
2018	45,731	6.00%	\$ -	\$ 45,731
2019	48,474	6.00%	\$ -	\$ 48,474
2020	51,383	6.00%	\$ -	\$ 51,383
2021	54,466	6.00%	\$ -	\$ 54,466
2022	55,827	2.50%	\$ -	\$ 55,827
2023	57,223	2.50%	\$ -	\$ 57,223
2024	58,654	2.50%	\$ -	\$ 58,654
2025	60,120	2.50%	\$ -	\$ 60,120
2026	61,623	2.50%	\$ -	\$ 61,623
2027	63,164	2.50%	\$ -	\$ 63,164
2028	64,743	2.50%	\$ -	\$ 64,743
2029	66,361	2.50%	\$ -	\$ 66,361
2030	68,020	2.50%	\$ -	\$ 68,020
2031	69,721	2.50%	\$ -	\$ 69,721
2032	71,464	2.50%	\$ -	\$ 71,464
2033	73,250	2.50%	\$ -	\$ 73,250
2034	75,082	2.50%	\$ -	\$ 75,082
2035	76,959	2.50%	\$ -	\$ 76,959
2036	78,883	2.50%	\$ -	\$ 78,883
2037	80,855	2.50%	\$ -	\$ 80,855
2038	82,876	2.50%	\$ -	\$ 82,876
2039	84,948	2.50%	\$ -	\$ 84,948
2040	87,072	2.50%	\$ -	\$ 87,072
2041	89,249	2.50%	\$ -	\$ 89,249
2042	91,480	2.50%	\$ -	\$ 91,480
2043	93,767	2.50%	\$ -	\$ 93,767
2044	96,111	2.50%	\$ -	\$ 96,111
2045	98,514	2.50%	\$ -	\$ 98,514
2046	100,977	2.50%	\$ -	\$ 100,977

ESSEX CONDOMINIUM CORPORATION NO. 110

AUDITED FINANCIAL STATEMENTS

DECEMBER 31, 2020

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INDEPENDENT AUDITOR'S REPORT

To the Owners of
Essex Condominium Corporation No. 110

Opinion

I have audited the accompanying financial statements of the Essex Condominium Corporation No. 110, which comprise the statement of financial position as at December 31, 2020, and the statement of revenues, expenditures and accumulated net assets and the statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In my opinion the accompanying financial statements present fairly, in all material respects, the financial position of Essex Condominium Corporation No. 110 as at December 31, 2020, and its results of operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for Opinion

I conducted my audit in accordance with Canadian generally accepted auditing standards. My responsibilities are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of my report. I am independent of the Essex Condominium Corporation No. 110 in accordance with ethical requirements that are relevant to my audit of the financial statements in Canada, and I have fulfilled my other ethical responsibilities in accordance with these requirements. I believe that the audit evidence I have obtained in my audit is sufficient and appropriate to provide a basis for my opinion.

Key Audit Matters

Key audit matters are those matters that, in my professional judgement, were of most significance in my audit of the financial statements of the current period. These matters were addressed in the context of my audit of the financial statements as a whole, and in forming my opinion thereon, and I do not provide a separate opinion on these matters.

There were no key audit matters that came to my attention during my audit.

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

Management is responsible for the preparation and fair presentation of these 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 Organization'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 intends to liquidate the Organization or to cease operations.

Those charged with governance are responsible for overseeing the financial reporting process of Essex Condominium Corporation No. 110.

Auditor's Responsibilities for the Audit of the Financial Statements

My 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 my 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.

Auditor's Responsibilities for the Audit of the Financial Statements

My 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 my opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

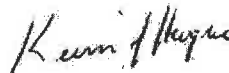
As part of an audit in accordance with Canadian generally accepted auditing standards, I exercise professional judgement and maintain professional skepticism throughout the audit.

I 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 my 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 entity's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- 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.

I communicated 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 I identify during my audit.

Windsor, Ontario
March 4, 2021



Chartered Professional Accountant
Licensed Public Accountant

ESSEX CONDOMINIUM CORPORATION NO. 110

STATEMENT OF FINANCIAL POSITION

DECEMBER 31, 2020

	<u>GENERAL FUND</u>	<u>RESERVE FUND</u>	<u>TOTAL 2020</u>	<u>TOTAL 2019</u>
ASSETS				
CURRENT ASSETS				
Cash	\$ 27,892	\$ 40,730	\$ 68,622	\$ 29,468
Investments--Note D	-	20,917	20,917	20,577
Accounts receivable	2,724	-	2,724	1,143
Prepaid expenses	<u>10,707</u>	<u>-</u>	<u>10,707</u>	<u>8,675</u>
	<u>\$ 41,323</u>	<u>\$ 61,647</u>	<u>\$ 102,970</u>	<u>\$ 59,863</u>
LIABILITIES AND FUND EQUITY				
CURRENT LIABILITIES				
Accounts payable and accrued liabilities	\$ 18,097	\$ 1	\$ 18,098	\$ 5,268
Inter fund balances	<u>54,528</u>	<u>(54,528)</u>	<u>-</u>	<u>-</u>
	72,625	(54,527)	18,098	5,268
FUND BALANCES				
Restricted	-	116,174	116,174	78,538
Unrestricted	<u>(31,302)</u>	<u>-</u>	<u>(31,302)</u>	<u>(23,943)</u>
	<u>(31,302)</u>	<u>116,174</u>	<u>84,872</u>	<u>54,595</u>
	<u>\$ 41,323</u>	<u>\$ 61,647</u>	<u>\$ 102,970</u>	<u>\$ 59,863</u>

APPROVED BY THE BOARD

_____ Director

_____ Director

See notes to financial statements

ESSEX CONDOMINIUM CORPORATION NO. 110

GENERAL FUND

STATEMENT OF REVENUES, EXPENDITURES AND FUND DEFICIT

	Year Ended December 31		
	2020 Budget (Unaudited)	2020 Actual	2019 Actual
Revenues			
Common fees	\$ 135,392	\$ 135,392	\$ 129,356
Parking fees	3,733	3,733	3,070
Other	542	542	445
Interest and miscellaneous	-	38	5
Less: allocation to reserve fund for major repairs and replacements	<u>(51,383)</u>	<u>(51,383)</u>	<u>(48,474)</u>
	88,284	88,322	84,402
 Expenditures			
Utilities	26,650	29,636	25,407
Management fees--Note E	12,204	12,438	12,438
General repairs and maintenance	20,500	22,958	16,551
Garbage expenses	3,400	3,552	3,359
Landscaping and snow removal	13,000	14,057	11,542
Insurance	10,000	10,511	8,860
Professional fees	1,500	1,441	1,441
Condominium Authority of Ontario	480	351	351
Office and administration	<u>550</u>	<u>737</u>	<u>517</u>
	<u>88,284</u>	<u>95,681</u>	<u>80,466</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>\$ -</u>	(7,359)	3,936
Fund deficit at beginning of year		<u>(23,943)</u>	<u>(27,879)</u>
FUND DEFICIT AT END OF YEAR		<u>\$ (31,302)</u>	<u>\$ (23,943)</u>

See notes to financial statements

ESSEX CONDOMINIUM CORPORATION NO. 110

RESERVE FUND

STATEMENT OF REVENUES, EXPENDITURES AND FUND EQUITY

	Year Ended December 31	
	2020	2019
Revenues		
Interest income	\$ 340	\$ 333
Transfer from General Fund	<u>51,383</u>	<u>48,474</u>
	51,723	48,807
Expenditures		
Landscaping	6,285	-
Electrical and security upgrades	-	7,774
Building repairs	1,275	61,350
Parking lot repairs	5,623	3,961
Roof	-	2,260
Carpet cleaning	<u>904</u>	<u>-</u>
	14,087	75,345
	EXCESS (DEFICIENCY)	
	OF REVENUES OVER EXPENDITURES	
	37,636	(26,538)
Fund equity at beginning of year	<u>78,538</u>	<u>105,076</u>
	FUND EQUITY AT END OF YEAR	
	<u>\$ 116,174</u>	<u>\$ 78,538</u>

See notes to financial statements

ESSEX CONDOMINIUM CORPORATION NO. 110

STATEMENT OF CASH FLOWS

	Year Ended December 31	
	<u>2020</u>	<u>2019</u>
CASH FLOWS PROVIDED BY (USED FOR):		
OPERATING ACTIVITIES		
Cash receipts from units owners and others	\$ 133,849	\$ 137,781
Cash paid to suppliers and employees	<u>(94,699)</u>	<u>(154,585)</u>
	39,150	(16,804)
INVESTMENT ACTIVITIES		
Investments purchased	(20,666)	(20,330)
Investment redemptions	20,330	20,000
Interest received from investments	<u>340</u>	<u>333</u>
	<u>4</u>	<u>3</u>
INCREASE (DECREASE) IN CASH	39,154	(16,801)
Cash position at beginning of year	<u>29,468</u>	<u>46,269</u>
CASH POSITION AT END OF YEAR	<u>\$ 68,622</u>	<u>\$ 29,468</u>

See notes to financial statements

ESSEX CONDOMINIUM CORPORATION NO. 110

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2020

A. GENERAL

Essex Condominium Corporation No. 110, commonly known as Westview Park Luxury Gardens Condominiums, was incorporated without share capital by registration of a declaration in 2002 pursuant to the provisions of the Condominium Act of Ontario. The Corporation is a not-for-profit organization exempt from tax under Section 149 of the Income Tax Act. Its purpose is to manage and maintain the common elements (as defined in the Corporation's declaration and by-laws) and to provide common services for the benefit of the owners of the 39 unit residential condominium located in LaSalle, Ontario.

B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The preparation of financial statements in accordance with Canadian generally accepted accounting principles for not-for-profit organizations requires the Corporation's management and Directors to make estimates and assumptions that affect the reported amount of assets, liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenue and expenditures during the year. These estimates and assumptions are reviewed periodically and adjustments are reported in the Statement of Revenue and Expenditures in the year in which they become known. Significant accounting policies are as follows:

FUND ACCOUNTING: The Corporation follows the restricted fund method of accounting for contributions. The general fund reports the contributions from owners and expenses related to the operations and administration of the common elements. The reserve fund reports the contributions from owners and expenditures for major repair and replacement costs of common elements.

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

RESERVE FUND: The Corporation is required by the Condominium Act of Ontario to allocate to a reserve fund, amounts that, calculated from expected repair and replacement costs and life expectancies of the common elements and assets of the Corporation, are reasonably expected to provide sufficient funds to repair and replace common elements and assets. The reserve fund is charged with the cost of major repairs and replacement of common elements and assets of the Corporation.

REVENUE RECOGNITION: Owners' assessments are recognized on a monthly basis when the amount is determinable and collection is reasonably assured.

CONTRIBUTED SERVICES: Directors and owners volunteer their time to assist in the corporation's activities. These services materially benefit the corporation, however a reasonable estimate of the time spent and its fair market value cannot be made and accordingly, these contributed services are not recognized in the financial statements.

FINANCIAL INSTRUMENTS: The Corporation's financial instruments consist of cash, accounts receivable, investments, prepaids, accounts payable and accrued liabilities. With the exception of investments, the fair value of these financial instruments approximate their carrying value due to the short-term nature.

The investments are measured at amortized cost, with no financial statement effect for unrealized gains or losses.

ESSEX CONDOMINIUM CORPORATION NO. 110

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2020

C. RESERVE FUND

The Board of Directors have used the report of First Condo Group Limited, dated October 26, 2016 and such other information as was available to them in evaluating the adequacy of the reserve fund. The report proposed allocations of \$51,383 for 2020; expenditures of \$1,536 and a year end balance as at December 31, 2020 of \$173,846. Actual amounts were allocations of \$51,383; expenditures of \$14,087 and a year end balance of \$116,174.

Any evaluation of the adequacy of the reserve fund is based upon assumptions as to future interest and inflation rates and estimates of the life expectancy of the building components and their replacement costs. These factors are subject to change over time and the changes may be material; accordingly the Condominium Act of Ontario requires reserve fund studies be updated every three years.

D. INVESTMENTS

The Corporation's investment policy is to invest in term deposits with highly rated counterparties to preserve capital while earning a reasonable rate of return.

Windsor Family Credit Union	<u>\$ 20,917</u>	April 5, 2021	1.65%
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E. MANAGEMENT CONTRACT

The Corporation paid management fees to Suzanne P. Nicholls Property Management Inc. for management services at a monthly fee of \$1,037 including HST.

F. INTER FUND TRANSACTIONS

Inter fund balances are non-interest bearing with no specific terms of repayments.

G. COMMITMENTS

The Corporation has entered into a service contract for landscaping and snow removal stipulating a monthly payments of \$961 including HST.

H. BUDGET

The budget figures presented for comparison purposes are unaudited and have been approved by the Board of Directors.

ESSEX CONDOMINIUM CORPORATION NO. 110

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2020

I. FINANCIAL INSTRUMENTS

CREDIT RISK: The Corporation is exposed to credit risk in the event of non-performance by counterparties in connection with its accounts receivable. The Corporation has rigorous collection procedures to ensure that overdue balances are collected in a timely manner or lien rights are exercised.

INTEREST RATE RISK: The Corporation manages the interest rate risk exposure of its fixed income investments by using a laddered portfolio with varying terms of maturity. The laddered structure of maturities helps to enhance the average portfolio yield while reducing the sensitivity of the portfolio to the impact of interest rate fluctuations. The Corporation has an investment policy that restricts the types and amounts of its eligible investments and requires dealing with highly rated counterparties

LIQUIDITY RISK: Liquidity risk is the risk that the Corporation will not be able to meet its obligations associated with financial liabilities. It is management's opinion that the Corporation is not exposed to significant liquidity risk due to the availability of reserves for significant repairs and replacements and appropriate budgeting for planned operating expenditures.

ESSEX CONDOMINIUM CORPORATION #110

**WESTVIEW PARK LUXURY GARDENS
1885 WESTVIEW STREET
LASALLE, ONTARIO**

**RULES
and
REGULATIONS**

July 2013

ESSEX CONDOMINIUM CORPORATION #110

**Westview Park Luxury Gardens
1885 Westview Street
Lasalle, Ontario**

RULES AND REGULATIONS GOVERNING THE COMMON ELEMENTS AND THE UNITS

INTRODUCTION

As the residents of this Condominium reside in close proximity to one another and share the common elements, rules and regulations are necessary to ensure harmony, the comfort and safety of all the residents. Such rules and regulations are adopted by your Board of Directors and may revise them from time to time, in order to keep them up to date with the current living conditions in this Condominium.

The Rules and Regulations apply to all unit owners and tenants, and their families and guests, and all occupants of each unit of this Condominium. The Board is confident that all residents recognize the need, and will acknowledge and respect these Rules and Regulations and co-operate with them to the best of their ability. With the full co-operation of all the residents, we should all find Westview Park Luxury Gardens Condominiums a pleasant and enjoyable place to live.

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BALCONIES/PATIOS

The balconies are exclusive-use common elements. There are certain restrictions on their use:

1. Balconies are not to be used for storage (i.e. bikes). Only sturdy seasonal furniture is allowed. The use of tarps on balconies is strictly prohibited at any time. As a safety measure, due to high winds, do not use glass top tables or breakable furniture.
2. Secure balcony contents so that they do not rattle or create a disturbance.
3. No awnings, shades or decorations etc. may be erected outside the walls or windows of the building without written approval of the Board.
4. Control the flow of water whenever it is used on the balcony for watering plants, washing the floor etc. so that it does not drip onto the balcony below.
5. Do not hang things on the outside of the balcony rails, ceiling or exterior walls of the balcony, such as planters, flower pots, lighting etc.
6. Do not shake brooms, mops, dusters, rags, bedding, etc. over the balcony rails and throw anything from the balcony.
7. Hanging or drying of laundry is not permitted on the balconies.
8. No antenna, and or tower, such as a TV satellite dish, ham radio, CB antenna, etc. shall be fastened to any part of the common elements.
9. Wind chimes are prohibited anywhere on the common elements.
10. Indoor/outdoor carpeting cannot be permanently installed and must be removed from November 1 to April 1 of each year.

BARBECUES

Only propane, natural gas or electric barbecues are allowed. **CHARCOAL BARBECUES ARE NOT PERMITTED** on the balconies. Propane tanks must not be transported in the elevators.

CHRISTMAS TREES/DECORATING

As a fire prevention measure, only artificial nonflammable Christmas trees are permitted in this Condominium building. Genuine trees are not allowed due to fire regulations.

Christmas lights may be placed on the balcony, only if not fastened permanently. Christmas decorations must be removed by January 15.

CONTRACTORS

Any resident or absentee owner who employs a contractor to make repairs, redecorate or renovate his or her apartment must advise the Property manager of this fact and arrange for parking, the use of the elevator for materials and equipment, and any necessary interruption of electrical or water service elsewhere in the building. All work must be confined to the hours between 8:00 am and 6:00 PM., Monday through Saturday. Only emergency work is permitted on Sunday.

Renovations must be limited to those areas of each condominium unit that are defined as the property of the owner. These include the surfaces of the walls, floors and ceilings, etc. but not any structural element of the building itself, nor any common element. Written permission of the Board of Directors is required for removal and/or installation of electrical circuitry, plumbing, bathtubs, toilets, washbasins, sinks etc.

DELIVERIES

Each resident or absentee owner is responsible for making suitable arrangements to receive any shipment or delivery to this condominium, especially if absent. If exclusive use of the elevator is required, the Property Manager must be informed in time to lock it out of general service. All deliveries should be through the front lobby doors as the opening is wide and will accommodate large items therefore, less damage to our building.

If, in your absence, you require the Condominium Corporation to accept any delivery on your behalf, **WRITTEN INSTRUCTIONS** to the Property Manager are necessary in advance.

ENTRANCE DOOR – APARTMENT

As the Condominium Corporation owns the doors and locks to the apartment and is responsible for all repairs and replacements and locks, you are prohibited from fastening anything to the exterior surface of this entrance door, such as but not limited to, door knockers, name tags, messages, etc. without written consent of the Board of Directors.

No rugs or mats are allowed in the common areas or in front of apartment doors. They are a trip hazard in the event of an emergency.

ENTRY TO APARTMENT DURING RESIDENT'S ABSENCE

1. **BY REQUEST:** Requests for the Property Manager to allow entry to an apartment for the purpose of delivery or repair during a resident's absence must be made in writing. The **CORPORATION DOES NOT PROVIDE SECURITY** while repair work is done. **SECURITY** is the responsibility of the resident.
2. **EMERGENCY ENTRY:** The Property Manager is authorized to provide entry to any apartment if an emergency arises requiring such entry. For security reasons, no entry may be made without witnesses.

HEATING/COOLING UNITS

The heating/cooling units are the individual property of the condominium apartment owners even though they are located in an exclusive-use common element. The apartment owners are responsible for their cleaning and maintenance. It is a good idea to brush off the outside of your unit from time to time. The Condominium Corporation is responsible for maintaining the structure such as walls, doorframes, door and latches, if located on the exclusive common elements.

INSURANCE

Essex Condominium Corporation No. 110 carries adequate and sufficient insurance on the building. The building is appraised regularly by an accredited appraiser and the insurance policy is then renewed to provide full replacement cost.

Condominium owners must obtain their own insurance to cover any loss within their own individual units. If the unit is leased to a resident lessee, the owner must insist that the lessee maintain such insurance during the period of tenure. Because of the special nature of condominium ownership, it is important to consult an agent who has extensive experience with condominium insurance in order to obtain proper coverage.

No owner/tenant shall do or allow anything in his/her unit to bring to keep anything therein which will increase the risk of fire, or increase the rate of fire insurance for the condominium corporation. Or:

1. Conflict with regulations of the Fire Department.
2. Conflict with the insurance policy carried by the Condominium.
3. Conflict with the ordinance of the Board of Health.
4. Conflict with any statute or municipal By Law.

KEYS

The keys to each condominium unit and mailbox are the property and responsibility of the owner. If a unit is rented or sold, the owner must provide keys to the tenant or purchaser. **LOCKS ARE NOT PERMITTED TO BE CHANGED WITHOUT**

PRIOR BOARD APPROVAL. If the Board approves a lock change, the new keys must be cut to the master key system of this building for purposes of emergency entry.

LEASING

Any condominium owner has the right to lease his or her apartment. However, the owner must follow certain procedures set forth in the Declaration of this condominium under Article IV, Occupation and Use of Units 4.2 Requirement for Leasing:

(2) Requirements for Leasing:

Where an owner of a unit wishes to lease such unit, the owner shall do the following:

- 1. Prior to entering into any lease of any unit, the owner shall notify the Board of Directors of the names, current address, and any other information the Board of Directors may request about the tenant and the owner shall provide to the Board of Directors a copy of the proposed Offer to Lease or proposed Lease with such tenant.***
- 2. The Board of Directors or any leasing committee that the Board of Directors may establish for such purpose shall review the proposed lease.***
- 3. The Board of Directors, or any leasing committee that the Board of Directors may establish for such purpose, shall approve or disapprove of the proposed lease or of the proposed tenant, in accordance with the Board of Directors' policy on leasing.***
- 4. An owner of a unit shall not enter into any lease for a period of less than twelve (12) months, or for a purpose other than single family residential and must first obtain consent of the Board of Directors or any leasing committee that the Board of Directors may establish for such purpose.***

Where an owner of a unit leases such unit, the tenant shall deliver to the owner and the corporation an acknowledgment and covenant 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 using the unit rented by me and the common elements, comply with the Condominium Act, the Declaration, the by-laws and the rules of the condominium corporation during the term of my tenancy.

At the time of entering into any lease of any unit, the owner shall notify the corporation in writing of the existence of the lease, the name and address of the tenant, and the address of the owner.

The owner must provide the resident with keys to the apartment and the mailbox, and a copy of the current Rules and Regulations of this condominium.

The Property Manager must be contacted by the owner in order to schedule the date and time of moving in or out and arrange for the elevator to be put in service.

MOVING IN OR OUT

The Property Manager must be informed suitably in advance of any move in or out of the building in order to reserve the elevator and avoid conflicts of schedule. Notice of approximately one week is desirable. Moving should be confined to the hours between 8:00 am and 6:00 PM. A notice will be posted on the bulletin board advising the onsite residents the time the elevator is reserved for such a move in or out.

Belongings should be suitably packed and moved as efficiently as possible in order to minimize elevator time. Please advise the Property Manager when the move is complete and the elevator is no longer needed.

NOISE

Residents and guests are prohibited from engaging in communications which are reasonably construed as being of a harassing, intimidating, coercing or threatening nature and which unreasonably interferes with the use and enjoyment for all usual purposes of any part of the condominium complex by the corporation its employees/agents or residents.

UNREASONABLE INTERFERENCE WITH USE AND ENJOYMENT

Residents and guests are prohibited from engaging in communications which are reasonably construed as being of a harassing, intimidating, coercing or threatening nature and which unreasonable interferes with the use and enjoyment for all usual purposes of any part of the condominium complex by the corporation, its employees/agents or residents. Such communications would include slanderous comments made in respect of any resident/owner, members of the Board of Directors of the corporation or any persons authorized by the corporation to be present in any part of this condominium complex.

PETS

One domestic pet such as a cat, fish, caged bird is allowed in any apartment. **DOGS ARE NOT ALLOWED.** Pets must be carried or be on a leash at all times when on or about the common elements. The owner must abide by the **CLEAN UP AFTER YOUR PET BY-LAW.** Notwithstanding this provision, any animal, which is deemed by the board, in it's absolute discretion to be a **nuisance** shall be removed from the premises. Such owners shall in two weeks of receipt of written notice from the Board requesting removal of such animal, permanently remove such animal from the property. No

breeding of animals is allowed for intended sale in or around the units. **NO PET SHALL BE LARGER THAN TWENTY-FIVE POUNDS IN WEIGHT.**

RENOVATIONS

Renovations must be limited to those areas of each condominium unit that are defined as the property of the owner. These include the surfaces of the walls, floors and ceilings, etc. but not any structural element of the building itself nor any common element. Written permission of the Board of Director is required for removal and/or installation of electrical circuitry, plumbing, bathtubs, toilets, washbasins, sinks, etc.

Any resident or absentee owner who employs a contractor to make repairs, redecorate or renovate his or her apartment must advise the Property manager of this fact and arrange for parking, the use of the elevator for materials and equipment and any necessary interruption of electrical or water service. All such work must be confined to the hours between 8:00 AM and 6:00 PM Monday through Saturday. Only emergency work is permitted on Sunday.

It is the responsibility of the owner that the trades personnel he/she employs:

1. Clean the common elements, if necessary.
2. Dispose of all refuse, material, etc. off site. **DO NOT PUT SUCH REFUSE IN THE REFUSE BINS OR ON THE GROUND INSIDE THE GARBAGE ENCLOSURE OF THE CONDOMINIUM.**
3. Any costs incurred by the Condominium Corporation such as, but not limited to extra cleaning, extra refuse pick up either by the City of other party **IS THE RESPONSIBILITY OF THE OWNER.**

SALE OF UNITS

Viewing of an apartment by a perspective purchaser must be by appointment only.

UNITS NOT OCCUPIED FOR EXTENDED PERIODS

If you will be absent from your unit for an extended time frame, please make arrangement for the following:

1. Deliveries such as newspaper, mail etc.
2. That you arrange to have someone periodically inspect your apartment and report any problems to a Director or the Property Manager.
3. That if you leave your vehicle parked in your designated space, that someone onsite be given a key in the event it must be moved.
4. We would recommend you advise your insurer that this apartment will be vacated for a specific time frame, if more than thirty (30) days

5. Shut off the water.
6. The use of tarps on balconies is strictly prohibited at all times.

**RULES AND REGULATIONS CONCERNING THE
COMMON ELEMENTS**

ADVERTISING AND SIGNS

No advertising or sign may be displayed on the common elements of the property or in the windows of any unit.

AUCTION/GARAGE SALES

No auction sale or garage style sale is permitted to be held on the premises of this property.

BOARD OF DIRECTORS – MEETINGS

The Board of Directors meets monthly with the Property Manager. It is the responsibility of the Board to make the decisions concerning the operating of the building.

BULLETIN BOARD

The bulletin board is for condominium business only.

CABLE SERVICE, STAR CHOICE SATELLITE AND TV ANTENNA

Residents must contact the local provider for cable and satellite to arrange for service. It is illegal to install an antenna or satellite dish on the exterior of the building or balcony.

CANVASSING DOOR TO DOOR

Door to door canvassing is not permitted in this building except for enumerators employed in census taking and candidates for political office or their representatives. Canvassing for the purpose of soliciting commercial sales is strictly prohibited.

FIRE SAFETY REGULATIONS

In the event of smoke or fire:

1. Activate the building fire alarm system using the nearest fire alarm station. The system is not connected directly to the Fire Department.
2. Call 911 reporting the fire. You will be requested to give your name, telephone number, address of the building and the location of the fire.

Upon hearing the fire alarm:

1. If you are in your apartment, do not open the door without first checking to make sure that the door is not hot. If the door is hot, keep it closed and remain in your apartment.
2. If the door is not hot, open it and check the corridor for smoke or fire. If there is smoke or fire in the corridor, close the door again and remain in your apartment.
3. Remain in your apartment. If smoke enters around the door, try to seal the door with wet towels at the bottom and tape around the doorframe. Proceed to the balcony with a large towel or sheet to attract the attention of the fire department. Close the balcony door behind you. Stay in your apartment or on the balcony until notified that it is safe to leave your apartment.
4. If there is no smoke or fire in the corridor, you may decide to leave your apartment. Carry a wet towel with you in case you encounter smoke. If so, cover your face with the towel staying as low as possible. Use the nearest stairwell going only down not up.
5. Under no circumstances should you try to use the elevator during a fire.

Fire safety precautions:

1. Only artificial nonflammable Christmas trees are allowed in this condominium.
2. Combustible materials and flammable products must not be stored in this building.
3. All doors leading to the stairwells must be kept closed at all times.
4. Do not overload electrical circuits.
5. Smoking is not permitted in this building except in the apartments.
6. Never throw cigarette butts off a balcony.
7. The corporation may conduct fire drills and will request your co-operation.

HALLWAYS

The hallways of this condominium must be kept free and clear of all objects including carpets and mats in order to provide unencumbered access to all units and to facilitate cleaning. This applies to such objects as shoes, galoshes, shopping carts, luggage carts, strollers, walkers, etc. When these objects are used in the hallways, they must be removed promptly not left in the hallway after use.

KEYS

Entrance keys to the condominium building are the responsibility of the owner of the apartment. Entrance keys to the building are not to be given to outside parties such as domestic workers, contractors or tradespeople. If additional keys are required a fifty dollar refundable deposit is required.

LANDSCAPING

No one shall harm, mutilate, destroy alter or litter any of the landscaping on the condominium property. This applies to the grass, trees, shrubs, hedges, flowers and flowerbeds.

No building, structure or tent shall be erected, placed, located, kept or maintained on the common elements. No camper vehicle, motor home or trailer with or without living, eating or sleeping accommodations, shall be placed, located, kept or maintained on the common elements.

PARKING LOTS

Resident parking is DESIGNATED. Visitor parking spaces are located along the north end of the parking lot and clearly marked VISITOR.

Car speed in and out of parking lot shall not exceed 5 mph or 9 km/h. Please observe this strictly.

No repairs or adjustments (except of an emergency nature) shall be made to vehicles anywhere on the property.

Motor vehicle engines shall not be left idling.

The occupant shall clean oil and grease stains in any parking lot space. Kitty litter is an absorbent and will absorb such spills quickly.

Vehicles improperly parked without authorization in a designated space not assigned to the them will be towed away at the expense of the violator.

Vehicles parked in such a manner as to block other vehicles or to interfere with movement of traffic will be towed away at expense of the violator.

Please advise your guests to use the visitor parking spaces.

All vehicles must have a VALID license plate (not expired) and ready for everyday use.

It is prohibited to park any motor vehicle, boat, tent, trailer, camper, snowmobile, machinery or equipment, except a private passenger automobile in or upon common elements.

Parking in the driveways/traffic areas is prohibited.

The loading area is reserve for 15 minutes in order to unload or load your vehicle.

SECURITY

It is important never to open an entrance door of this building to an unknown person. If in doubt about a strange person attempting to enter, notify the local authorities.

Lost keys should be reported immediately to the Property Manager.

Entrance doors are not to be propped open.

It is prohibited to obstruct, damage or interfere with the common elements, or the use, maintenance or operations thereof.

Playing and loitering is prohibited in lobbies, halls, stairwells, driveways, parking lots, and in front of all building entrances.

All acts of throwing articles of any kind against the building are prohibited.

It is prohibited to enter or leave the units through window openings.

It is prohibited to consume any alcoholic beverage on the common elements outside the units.

Overshoes, rubbers, boots or other impediments must not be placed on the common area hallways or outside of unit doorways.

Bicycles must be kept in the resident's unit. They may not be left in the stairwell in accordance with the Fire Code of the Province of Ontario and they may NOT be stored on balconies.

No soliciting in the building.

No rollerblades in the building.

WASTE DISPOSAL

Recyclable waste such as newspapers, metal cans, glass, cardboard and plastic bottles, etc. must be placed in the appropriate recycling bin located in the refuse room. For sanitary reasons, all bottles and cans must be thoroughly rinsed and cleansed of food particles before being placed in the bin.

Note: Cardboard boxes must be broken down and tied. Such cardboard is recyclable and left by the bins for pickup.

Non recyclable waste, especially garbage, must be securely wrapped and tied so it won't come apart.

Hazardous waste such as paint, paint thinners, solvents, petroleum products, chemicals, etc. requires special handling and their disposal is the personal responsibility of the owners and residents. For safety reasons they should never be poured down the drain. Hazardous waste must be taken to the City of Windsor central disposal station located on Central Avenue at E.C. Row. The central disposal station will accept hazardous waste materials on Wednesdays and Saturdays between the hours of 9:00 AM and 4:00 PM during the months of May through October, but not during the winter months.

Disposal of large household items such as furniture, appliances, carpeting, etc. is the personal responsibility of the owners and residents. Such items must be removed from the premises and not left anywhere in or on the common elements. Bibles for Missions on Giles Blvd. will pick up furniture.

WINDOW LEDGES

In order to preclude the danger of falling objects, nothing whatsoever is to be placed on the outside window ledges.

DO NOT FEED THE BIRDS AND ANIMALS