

schedule 'b'

**WOODHAVEN GRAND VILLA DEED RESTRICTIONS**

BLC

WHEREAS Woodhaven Grand Villas is comprised of the lands described in Schedule "A" attached hereto ("Woodhaven");

AND WHEREAS Woodhaven has been subdivided into lots for separate ownership (the "Lot" or "Lots");

AND WHEREAS Timberland General Contractors (Windsor) Inc, the "Developer", in conjunction with the sale of the Property had various restrictions registered on title for the benefit of both itself as owner at that time of "Lots" within Woodhaven and other Owners (as hereinafter defined) of Lots within Woodhaven;

AND WHEREAS each Owner has unanimously agreed herein:

1. to the release of restrictions previously registered on the Lots within Woodhaven and
2. to register against their Lot the enclosed amended restrictions for the benefit of all the other lands comprising Woodhaven

AND WHEREAS Timberland General Contractors. (Windsor) no longer owns any lands with Woodhaven but for greater certainty consents herein to the release of restrictions previous registered on its behalf against lands within Woodhaven;

The Owner covenants and agrees that the Lot owned by it shall be burdened and subject to and governed by the following restrictions which are to the benefit of all other lands in Woodhaven. The Property shall henceforth be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, reservations, easements, charges and liens hereinafter set forth without necessity of specific reference hereto. Absence of such specific reference to these Restrictions in any subsequent conveyance or other transfer of the Property shall not excuse the grantee or transferee from full compliance herewith. The Association (as defined below) may diminish, vary, and amend any or all of the restrictive covenants contained herein, in its absolute discretion and shall have no obligation to enforce any restrictive covenant against any other owner of lands within Woodhaven.

The Owner agrees, covenants, and acknowledges that it shall own, maintain, and operate the Property in conformity with the following requirements:

1. Unless prohibited by the context in which they are used, the following words, when used in these restrictions, shall have the following meanings:
  - (a) "Assessment" shall mean the Annual Assessment and Special Assessment issued by the Association to its Members.
  - (b) "Association" shall mean Woodhaven Grand Villa Community Association, a non-profit corporation.
  - (c) "Committees" means committees established by the directors of the Association.
  - (d) "Common Areas" means all real and personal property (or interest therein) located in Woodhaven Grand Villas owned by the Association or the Town of LaSalle.
  - (e) "Members" shall mean all owners of, or party who has equitable interest in, any part of Woodhaven Grand Villas.




- (f) "Owners" shall mean the recorded owner, whether one or more persons or legal entities of the fee simple title to any of Townhomes as defined below
  - (g) "Property" shall mean any subdivision lot, or land and all improvements located thereon, located within Woodhaven Grand Villas.
  - (h) "Woodhaven" means the lands described in Schedule "A" hereto
  - (i) "Townhome" means a townhouse or single-family residence and the land conveyed to any owner of a townhouse or single family residence within Woodhaven
  - (j) "Timberland" shall mean Timberland General Contractors or such other party who has conveyed the Lot to the Transferee
  - (k) "Transferee" shall mean the Purchaser of any lot or other lands forming part of Wood haven.
2. The Owner shall not let its Membership in the Association lapse or otherwise fault or fail to be in good standing and shall not fail to pay any Assessment levied against the Property when required by the Association by-laws. The Owner shall not waive its obligation to pay the Assessments based on forfeiting use or reduction of use of the Commons Areas of the Property or the services provided by the Association.
  3. The Owner shall not act contrary to all rules, provisions, obligations, and stipulations of the Association, as amended, from time to time both before and after the Closing Date.
  4. The Owner shall not fail to pay any Assessment levied by the Association in monthly, annual, or such other instalments as prescribed by the Association, within thirty (30) days of the Association's establishment of its annual budget.
  5. The Owner shall not challenge or dispute the right of the Association to perform the following:
    - (a) operate, maintain, manage and improve any Common Areas (including the landscaping) and the Property, operate an architectural control committee to the Townhomes erected in Woodhaven, or all other functions which are determined appropriate by its directors, including, but not limited to, own maintenance and snow removal;
    - (b) set a budget and levy annual maintenance assessments from each of the Townhome Owners within Woodhaven;
    - (c) establish annual maintenance assessments and special assessments and take collection procedures and action, including, but not limited to, the registration of liens on the Property;
    - (d) assess interest on late payments, bring a lawsuit or take such other action against landowners who fail to pay Assessments in a timely fashion; and,
    - (e) register or enforce a lien against the Property of such owners within Woodhaven who fail to promptly pay Assessments.
  6. The Property shall not be used for the purpose of any profession, trade, or employment service, manufacture or business of any description, nor as a school, hospital or other charitable institution, nor as a hotel, rooming house, or other public resort nor for any sport (other than such games as are usually played in connection with the occupation of a private residence), nor for any other purpose,

(other than a private dwelling house erected thereon) which shall be a nuisance to the occupants of any neighbouring lands or buildings.

7. No more than one residential dwelling shall be constructed on the Property.
8. Fencing:
  - (a) No fence shall be constructed on the Property unless the fencing design, location, and material are approved by the Association, in its absolute discretion;
  - (b) No fence shall be constructed on the perimeter of the Property which extends beyond the front of rear wall of the primary dwelling unit (except around swimming pools);
  - (c) No swimming pool fence shall be constructed using materials other than PT treated or equivalent;
  - (d) No fence shall be constructed along street frontages; and,
  - (e) No fence shall be constructed in the front yard of the Property.
9. No excavation shall be made on the lands except for the purpose of building or for the improvement of the gardens and grounds thereof. No soil, sand or gravel shall be removed from the lands except with the permission of the Association in conformity with a lot grading plan established by the Association and approved by the Town of LaSalle
10. No living tree shall be cut down or removed from a lot except in the area to be excavated for building unless with the permission of the Association.
11. Except in a fully enclosed garage, no boats, campers, recreational vehicles, commercial vehicles, buses, jet-skis, personal watercraft, go-carts, motor bikes, dirt bikes, motor scooters motorcycles, trucks, or any other vehicle that is powered by an internal combustion engine, shall be stored or parked on any of the Property or on any public rights-of-way except for automobiles and non-combustion powered vehicles.
12. The Owner shall use no other garbage or refuse container except containers approved by the Town of LaSalle.
13. No open fires shall be allowed. Construction debris, branches, and leaves shall not be stored or kept on the Property.
14. No poultry or livestock, other than dogs, cats and/or caged birds shall be kept or maintained on any parcel within Woodhaven and such dogs, cats and/or caged birds shall not be raised or maintained on the Property for commercial purposes. No rags, garbage, scrap metal or other objectionable materials shall be placed or stored on the Property. No tandem trucks or trailers or commercial vehicles shall be stored, garaged, parked, maintained, or repaired with Woodhaven except as may be required during construction purposes to which it is appurtenant. The Owner shall not permit a motor vehicle that is not in working order to remain on the Property or on any street including both public and private rights-of-way; provided that such motor vehicle may be parked in a wholly enclosed garage
15. No signs, billboards, notices, or other advertising matter of any kind (except the usual signs of residential dwellings offering the parcel and buildings thereon for sale or rent), shall be placed on

the Property or upon any buildings or on any fence or tree on the Property except as approved by the Association.

16. No above ground utility lines shall be placed on the Property.
17. No trees, shrubs, or plantings shall be cut down or removed from the Property and no trees, shrubs or plantings shall be installed on the Property without prior approval by the Association, in its discretion.
18. No site planning shall occur which requires changes to the existing topography of the Property.
19. The Owner shall permit no construction of multiple structures on the Property which is not designed in a unified, architectural and spatial manner to the satisfaction of the Association.
20. The Owner shall not object to or interfere with the placement, access, or operations of any above-ground services which may be located on the Property or in the Woodhaven and shall not remove, damage, deface, or otherwise interfere. Above-ground services includes, but is not limited to, super mail boxes, cable television pedestals, lighting standards, fire hydrants, hydro boxes, hydro transformers and its concrete pad, Bell Canada pedestals, and venting pipes.
21. The Owner shall not dispose of construction material as refuse to be collected and disposed of by the Town of LaSalle.
22. The Owner shall not disrupt or interfere with the rear yard drainage, including underground drainage and sewer lines, and shall not alter the grading or drainage of the Property from the lot grading and rear yard drainage. plan approved and certified by the Town of LaSalle.
23. No driveway approaches shall be constructed over any servicing connections from the storm or sanitary systemservicing Woodhaven.
24. No sump pumps are to discharge anywhere on the Property except to the rear yard drainage system.
25. Discharge from downspouts shall not be directed into the storm drainage system, nor shall any discharge from the downspouts be directed on the Property except through the use of splash pads.
26. No construction improvement, installations or alterations shall be permitted on the Lot except in compliance with all requirements of the Municipality and prior written approval of the Association, which approval may be arbitrarily withheld.
27. These Restrictions, as amended and supplemented from time to time as herein provided, shall be deemed to run the title to the Property, and shall remain in full force and effect for the benefit of Woodhaven.
28. These restrictions shall be binding upon the Owner and their heirs, executors, administrators, successors and assigns and shall continue in full force and effect in perpetuity from the date hereof. These Restrictions are for the benefit of each and every. Owner within Woodhaven and their respective transferees from time to time.
29. The construction, validity, and enforcement of these Restrictions shall be determined according to the laws of the Province of Ontario. The venue of any action or suit brought in connection with these Restrictions shall be in Essex County, in the Province of Ontario.

30. Wherever the covenants, restrictions and conditions herein contained are in conflict with the provisions of any applicable, federal, provincial, or municipal by law, regulation or ordinance, those provisions contained herein or in such by-law, regulation or ordinance which is the most onerous or which places the greatest restrictive burden on the use of the Property shall be applicable.
31. Failure of the Association to insist upon strict performance of any provision of these Restrictions with respect to land with Woodhaven shall not be deemed to be a waiver of such provision as to such Land unless the Association has executed in writing a waiver thereof. Any such written waiver of any provision of these Restrictions by the Association with respect to any Property shall not constitute a waiver of such provision as to any other land with Woodhaven.
32. The amendment or invalidation of any provision or provisions of these Restrictions by lawful court order shall not affect or modify any of the other provisions of these Restrictions, which other provisions shall remain in full force and effect. The parties agree that an Ontario Court shall have the right to amend these Restrictions,
33. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders or neuters.
34. The Association reserves the right to amend these Restrictions as reasonably required, in its sole discretion.

## **HIGHLIGHTS OF SOME OF THE MOST IMPORTANT EFFECTED RESTRICTIONS OF WOODHAVEN GRAND VILLAS COMMUNITY ASSOCIATION**

**AWNINGS** - - must be brown, beige, tan or taupe of solid colour and **canvas material** - must NOT obstruct your neighbour's enjoyment or their **view** - **ONLY retractable awnings over patios** -

**TREES** - - A slow growing type of tree which best conforms with the community - Best not to exceed 20 feet in growth height

**FLOWER BEDS** - permitted along the side, front or rear of the unit (and inside of any sidewalk)

**INTERLOCK STONE SIDEWALK AND EVES TROUGH** - Must not encroach on neighbouring property , no drainage hose or pipe should be on the property (hard to cut around) OR drain onto a neighbour's property.

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W  
**DECKPATIO** - *Wood decks/patios* are no longer approved - if your deck needs replacing, only the following will be approved - interlocking brick, stamped concrete, vinyl or composite material is required - Maximum railing height is 36 inches high - The deck/patio must not extend beyond 14 feet from the rear exterior wall (Trex composite is available at Home Depot: approved colours are beach dune or rope swing. The railing must be of the same composite material- any raised deck must be skirted of the same material.

**DECK DIVIDER** - maximum size of the divider must be 6 feet x 8 feet - must be vinyl or **composite material**; approved colour is taupe, tan or beige - Prior approval from your neighbour must be obtained and submitted with your alteration request

**STORM DOORS** - must be approved type "sandstone" in colour (Anderson doors)

**ANIMALS** - - Limited to small dogs, cats or caged bird - Animals must be leashed or contained on own property - You **MUST** clean up after your pet - **NO exceptions**

## **STORAGE AND ACCESSORIES**

- No storage outside of residence of any articles of any description except yard hoses - Barbecue to be stored on patios/decks or in garage - No garbage container or recycle boxes of any type kept outside

**EXTERIOR PAINTING** - Exterior paint must be consistent with the Community standard, which is:

**Doors and trim around doors - Taupe  
#71-010 semi-gloss**

**Stucco pillars and stucco trim - Sandstone  
# 70-010- flat**

**Paint is available at General Paint - 835 Tecumseh Rd. E (West of Parent)-  
(519)985-6100**

**ROOF SHINGLES** - If your roof shingles need replacing they are available at Tamar Building Supply - Material Certain Teed Landmark Pro - Max Def - colour "Weathered Wood" - - request for Alteration is required

**BUILDING SCHEME - WOODHAVEN GRAND VILLAS COMMUNITY  
ASSOCIATION BY-LAWS**

WHEREAS the lands described in Schedule "A" form the Woodhaven Grand Villas Community Lands (Woodhaven);

AND WHEREAS the Woodhaven Grand Villas Community Association has been incorporated (the Association);

AND WHEREAS the Association by its Members (as defined below) have voted to amend the Association bylaws/building schemes and to replace previous bylaws which may have been registered on title to various Lots (Property) as defined below within Woodhaven;

AND WHEREAS each Member as defined below has agreed to register on title to its Townhome (as defined below) the new building scheme for the benefit of all other lands within Woodhaven;

The Owner (as defined below) acknowledges that the title to its Townhome (as defined below) shall be subject to a building scheme (the "Building Scheme") to be registered on the title to all lands within Woodhaven and agrees to be bound by the provisions thereof. The following is a summary only of the most relevant terms, covenants and agreements contained in such building scheme and is not represented to be accurate or comprehensive. The Owner acknowledges the opportunity to review Letters Patent, By-laws of the Association as well as all other documents which comprise the Building Scheme and agrees to be bound thereto. The Association reserves the right to amend, vary, expand or alter the Building Scheme to conform to the general purposes of the Building Scheme set out below and the Members (as defined below) agree to same.

**1. DEFINITIONS**

In the Building Scheme, the following words and terms shall have the meanings ascribed to them as follows:

- (a) "Assessment" means the Annual Assessment, and Special Assessments levied by the Association upon the Members pursuant to this Building Scheme;
- (b) "Association" shall mean Woodhaven Grand Villas Community Association; a corporation not for profit;
- (c) "Common Areas" means all real and personal property (or interest therein) located in Woodhaven that the Association or the Town of LaSalle owns;
- (d) "Timberland" means Timberland General Contractors (Windsor) Inc. and its successors, beneficiaries or assigns, if any, as the context shall require;
- (e) "Director" means a member of the Board of Directors of the Association;
- (f) "Directors" means the Board of Directors of the Association elected by the Members in accordance with the By-laws;



- (g) "Exterior Townhome Components" means the Townhome roof, chimneys, exterior walls, foundations, dormers, and exterior architectural features, windows and exterior doors, (except glass) exterior hardware and mail boxes, exterior lighting, driveways, sidewalks, patios, fences, and landscaping;
- (h) "Members" shall mean all owners of, or party who has equitable interest in, any part of the Townhomes of Woodhaven;
- (i) "Woodhaven" means all of the lands of the Woodhaven Grand Villas Community described in Schedule "A" hereto;
- (j) "Townhome" means a townhouse and/or single family dwelling and the land conveyed to any purchaser of a townhouse or single family home within Woodhaven; and
- (k) "Townhome Lands" means those lands being a part of Woodhaven upon which is located a Townhome.

## 2. PURPOSE OF THE ASSOCIATION

The Association and all of its business and other activities are to be operated and conducted in the promotion of its non-profitable objects and purposes as specified in its Letters Patent; and in the conduct of its affairs the management shall at all times be mindful of these non-profitable objects and purposes.

In addition to the objects and purposes set out in the Letter Patent, the purpose of the Association is to enhance the quality of life within Woodhaven and maintain property values for all residents and may include:

- (a) providing services within Woodhaven and on or to the Townhome lands;
- (b) acquiring and paying for such casualty, liability and other insurance coverage as the Association may deem necessary or desirable;
- (c) providing for engineering administration, and accounting services, legal services, and such other professional and employee services as may be deemed appropriate by the Association or its Directors;
- (d) paying all taxes assessed against any and all personal property which may hereafter be acquired by the Association;
- (e) paying any other taxes assessed against or payable by the Association;
- (f) providing a reasonable contingency fund for the ensuring year and to provide a reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements for any property of the Association;
- (g) paying the operating expenses of the Association, and reimbursement of actual expenses incurred by Officers and Directors, if authorized by the Directors, and to pay Developer's administration costs;

- (h) repaying any funds borrowed by the Association for any of its lawful purposes, including interest thereon;
- (i) assess Members for fees and levies and making such expenditures as may be deemed necessary or desirable by the Directors for the purpose of accomplishing the intent, purposes and objectives set forth in this Building Scheme;

### 3. MEMBERSHIP

- (a) There shall be one class of Members, namely the Townhome Class ("Membership"). The owners of each Townhome shall be entitled to one (1) membership in the Association of the Townhome Class. Each Townhome Member shall be entitled to one (1) vote per membership at all meetings of members of the Association.
- (b) Members of the Townhome Class shall continue as Members for as long as they continue to hold title to a Townhome. When a person ceases to hold such title, the Townhome Membership shall automatically pass to the transferee, voluntary or involuntary, of such title.
- (c) Subject to the provisions of subparagraph (g) of this Section 3 hereof, Members shall have the right to vote for the election of Directors. No Member shall be entitled to share in the distribution of corporate assets upon the dissolution of the Association.
- (d) Annual meetings and special meetings of the Members of the Association shall be held on or at such time or place as may be determined by the Directors or the President or five (5%) percent of the Members of the Association.
- (e) Persons entitled to vote at a meeting of the Members may do so only in person or by proxy.
- (f) At every meeting of the Members, each Member of the Townhome Class shall be entitled to one (1) vote per Townhome. Elections for Directors shall be by majority vote and there shall be no right of cumulative voting for Directors. Only one (1) joint tenant, or one (1) tenant-in-common, of a Townhome may vote.
- (g) A Member's right to vote as hereinbefore provided may be suspended on the following conditions:
  - (i) The affirmative vote of a majority of the Board of Directors present at a duly called and held meeting; and,
  - (ii) If the Member has failed to pay its Annual Assessment or Special Assessment and such failure has continued for a period greater than fifteen (15) days.
- (h) No Member of the Association, as such, shall be personally liable for the debts, liabilities or obligations of the Association.

(i) It is the onus of each Member to ascertain from the Association the amount of the Annual Assessment payable by such Member. Failure to ascertain the said amount shall not excuse any Member from payment of any Assessment when due. The Member shall pay quarter-yearly the Annual Assessment allocated to their lot.

(ii) The Association may levy Special Assessments in the event that the Budget originally adopted for any fiscal year is insufficient to pay the costs and expenses of operation, maintenance, and management during such fiscal year; in the event of emergency, or in the event the Association reserves are insufficient to cover expenditure for capital improvements or replacements, the Member must take payment in full of any special Assessment in the same manner as payment for the Annual Assessment.

(j) All members of the Association covenant and agree as follows:

(i) They shall not restrict, impede or object to the Vendor or the Association entering onto the Member's property for the purposes of maintenance, repair, landscaping services, snow or litter removal, to or from the property or the Exterior Townhome Components.

(ii) To obtain insurance policies for the Member's property which indicate the Association as an additional named insured party on all policies of insurance covering or insuring the property and the Exterior Townhome Components, and in amounts satisfactory to the Association.

#### 4. BOARD OF DIRECTORS

(a) Subject to any limitation set forth in the Letters Patent and the By-laws of the Association, this Building Scheme or applicable laws of the Province of Ontario, the Directors shall manage and control all the operations of the Association and the conduct of its affairs and activities. The Directors shall establish corporate policies for the direction and guidance of the Association, its Committees, if any and the officers, and the management of the Association, and formulate the basic rules and regulations governing the operation and management of the Association. Without limiting the generality of the foregoing, the Directors shall have the following powers:

(i) To elect and remove all officers, agents and employees of the Association, prescribe such powers and duties for them as may not be inconsistent with law, with the Letters Patent and By-laws of the Association, fix their compensation and require from them security for faithful service.

(ii) To conduct, manage and control the affairs and business of the Association, and to make such rules and regulations therefore not inconsistent with law, with the Letters Patent and By-laws of the Association as they deem best.

- (iii) To levy and collect Annual Assessment and Special Assessments as described herein. All issues, matters and decisions shall be made by the vote of a majority of the Directors.
- (iv) To change the principal office for the transaction of the business of the Association from one location to another within the same county; to designate any place within or without the Province of Ontario for the holding of any Directors' or Members' meetings; and to adopt, make and use a corporate seal and to alter the form thereof from time to time as in their judgment they may deem best, provided such seal shall at all times comply with the provisions of law.
- (v) To borrow money and incur indebtedness for the purposes of the Association, and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidence of debt and securities therefore.
- (vi) To establish and operate Committees as may be required for the successful operation of the Association.
- (vii) To prepare a budget to provide for payment of all expenses incurred by the Association in performing its duties herein set forth.
- (b) The authorized number of Directors shall not be less than three (3) nor more than nine (9) unless and until changed by amendment of the Letters Patent of the Association, or by amendment of by-laws of the Association. The exact number of Directors shall be fixed, within the limits specified, by resolution of the Directors.
- (c) The President of the Association shall occupy automatically a position on the Board of Directors by virtue of his or her office. Such person shall continue to serve as a Director for so long as he or she holds the position by virtue of which he or she becomes or is elected as a director, unless sooner removed in accordance with the By-laws.
- (d) The Directors other than those serving pursuant to Subparagraph (c) of this Section 4, shall serve for a term of three (3) years or until their respective successors are elected and take office.
- (e) Directors shall not be required to be Members of the Association or otherwise resident or own, beneficially or legally, any property in Woodhaven.
- (f) Directors, shall be elected at an annual meeting of the Members by a vote of the Members. Annual meetings shall be held, but if such annual meeting is not held, or the Directors not elected at the meeting, the Directors may be elected at a special meeting of the Members called for that purpose.
- (g) A Director may be removed from office by an affirmative vote of two-thirds (2/3rds) of the Directors. A Director may be removed for any reason if such removal is approved by the Members at a duly called and held meeting or by written consent pursuant to the by-laws of the Association.

- (h) The Directors may create, by resolution one or more committees, to serve at the pleasure of the Board of Directors, to delegate to such committee any of the authority of the Directors except with respect to:
- (i) The approval of any action for which the Corporations Act requires approval of the Members or a majority of the Members;
  - (ii) The filling of vacancies on the Board of Directors or in any committee; (iii) The amendment or repeal of by-laws or the adoption of new by-laws; (iv) The amendment or repeal of any resolution of the Board of Directors which by its express terms is not so amendable or repealable;
  - (iii) The appointment of other committees of the Directors or the Members thereof;
  - (iv) Committee membership may consist of Directors only, Directors and non-Directors, or non-directors only, or Members or non-members. The chairman and members of committees shall be appointed by the Directors of the Association. The Board of Directors may appoint, in the same manner, alternate members of any committee who may replace any absent member at any meeting of the committee. The Directors shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the Directors or such committee shall otherwise provide, the regular and special meetings and other actions of any such committee shall be governed by the provisions of the Association's By-laws applicable to meetings and actions of the Directors. Minutes shall be kept of each meeting of each committee.
  - (v) Committees shall have no legal authority to act for the Association, but shall report their findings and recommendations to the Directors who shall determine, by majority vote, the issue before them.
  - (vi) Committees may include, but not be limited to, the following:
    - (A) Grounds and Maintenance Committee - responsible for all grass cutting and snow removal, entering into contracts for other services and all other functions assigned to it by the Directors;
    - (B) Architectural Committee - shall review and issue directives and/or specifications regarding all fences and enclosures within the Townhomes of Woodhaven including satellite dishes, accessory buildings and structures and all other mandates assigned to it by the Directors; including the promulgation and enforcement of rules and regulations affecting the Lands, as they are designated from time to time by the Directors; provided that the Architectural Committee shall liaise and interact with Grounds and Maintenance Committee in carrying out its responsibilities;

(C) Finance Committee - responsible for directing all budget and financial issues within the Association including assignment of auditors, reviewing and proposing budgets, establishing Assessments and all other purposes assigned to it by the Directors.

(j) The Directors shall receive no compensation for their services as Directors.

## 5. OFFICERS

(a) The officers of the Association shall be a President, Vice-President, Secretary and Treasurer and others designated by the Directors. Such officers shall be chosen by, and hold office at the pleasure of the Directors, subject to the rights, if any, of any officer under any contract of employment. A person need not be a Member of the Association in order to be an officer, provided, that the person elected President shall automatically serve as a Director of the Association. One person may hold two or more offices except neither the Secretary nor the Treasurer may concurrently serve as the President.

(b) The Officers of the Association shall be elected annually by the Directors and each shall hold office until his or her successor shall be elected and qualified to serve, or until he or she shall resign or shall be removed or disqualified to serve.

(c) (i) Any officer may be removed, either with or without cause, by the Directors at any time or, except in the case of an officer chosen by the Directors, by any officer upon whom such power of removal may be conferred by the Directors. Any such removal shall be without prejudice to the rights, if any, of the officer under any contract of employment of the officer.

(ii) Any officer may resign at any time by giving written notice to the Association, but without prejudice to the rights, if any, of the Association under any contract to which the officer is a part. Any such resignation shall take effect at the date of the receipt of the notice or at any later time specified in the notice and, unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

(d) A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these by-laws for regular elec or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis.

## 6. ASSESSMENTS

(a) All expenses of the Association incurred to fulfill the Association's purposes set out in Section 2 herein shall be charged to and payable by

Assessments against the Townhomes owned by each Member. The Association shall establish and adopt a Budget for each fiscal year and thereupon levy an Assessment against each Townhome included within Woodhaven The Budget and Assessment shall be in such amount as shall be deemed sufficient in the judgment of the Directors to enable it to carry out the Association's purposes.

(b) All Townhomes shall be subject to Assessment by the Association. The Association shall have the power and duty to levy Annual Assessments as hereinafter referred to, and to enforce collection thereof in the manner herein provided. Assessments shall be based on the Assessment Share of each such lot as described herein.

(c) Procedures for the collection of Annual Assessments including due date, delinquency charges, and interest shall be as follows:

(i) Notice of Assessment - Within thirty (30) days of having established the Budget, the Association shall notify each Member of the Annual Assessment by prepaid mail to the last known address, of the amount of such Member's Annual Assessment for the next fiscal year:

(A) In the event that the Association shall fail to notify any Member of the Annual Assessment on or before the time specified above, the levy and lien of said Assessment shall not be invalidated or otherwise affected, but the time for payment of such Assessment shall be extended by the number of days the said notice is delinquent. Failure to receive any notice given by the Association shall not excuse any owner from payment of any Assessment when due.

(B) It is the duty of each Member to ascertain from the Association the amount of Annual Assessment payable to such Member.

(ii) All members shall pay their Assessments when due in accordance with the provisions herein set forth, the full amount of the Annual Assessment allocated to their Town home.

(d) The Association may levy Special Assessments in the event the Budget originally adopted for any fiscal year is insufficient to pay the costs and expenses of operation, maintenance, and management during each such fiscal year in the event of emergency or in the event that the Association reserves are insufficient to cover expenditures for capital improvements and replacements. The Association may levy Supplementary Assessments against any particular Townhome in the event the Association undertakes to remedy any failure of any Member to comply with the restrictive covenants registered on the title of the said Townhome in order to recover the costs which may be incurred by the Association. Notices of any Special Assessment shall be given in the same manner as notices for the Annual

Assessment and shall be payable within thirty (30) days after establishing same. Special Assessments may be payable in installments according to a schedule approved by the Board of Directors, if the Board of Directors so determine.

(e) Supplementary matters regarding Annual Assessments and Special Assessments

- The following provision shall apply to all Assessments:

(i) Delinquency Charge and Interest - Any Assessment not paid when due shall bear interest from the date of delinquency until paid at the rate of twenty-four percent (24%) per annum, being two (2%) percent per month.

(ii) Obligation of Member - Subject to the lien of Assessment which shall be binding upon subsequent purchasers and encumbrances, every Assessment shall be the obligation of the Member. If any Assessment is not paid within thirty (30) days after the same is due, then the Association may bring suit against the Member and there shall be added to the amount of such Assessment the aforementioned interest and all costs incurred by the Association, including legal fees on the solicitor and his own client basis.

(iii) Proof of Payment of Assessment — Upon the request of any Member or mortgagee, and upon payment of a prescribed fee, the Association shall furnish a certificate in writing signed by an Officer of the Association showing the amount of unpaid Assessment, if any, against any lot in which the Member or mortgagee has an interest, the period for which any such unpaid Assessments were assessed and levied, and any interest or other charges owing thereon. Such certificate in the absence of fraud, shall be conclusive evidence of the payment of any Assessment therein stated to have been paid.

(f) The Directors of the Association shall annually, or more frequently, if necessary or desirable, assess for all expenses incurred by the Association for each Townhome developed within Woodhaven;

(g) Expenses for each Townhome shall include but not be limited to, accounting, auditing, legal fees, snow removal and grass cutting;

(h) The amount of Assessment and percentage to be paid by each Building Lot owner or Townhome owner shall be determined annually, or more frequently, in the absolute discretion of the Directors after considering the following factors:

(i) the number of Townhomes developed within Woodhaven at the time of such Assessment;

(ii) the number of Townhomes under development and to be placed for sale in the next twelve (12) months;

(iii) the actual and estimated costs to be incurred during the subject twelve (12) month period for the Townhomes;



(iv) the establishment of a reserve account;

(v) any other criteria deemed desirable by the Directors from time to time.

The Directors shall not be required to follow any criteria, but merely to consider the same.

(i) When the Townhomes within Woodhaven have been developed or constructed by the Developer, the percentage of Assessment payable by each Townhome owner shall be fixed by the Directors based upon the number of housing units existing on that date.

(j) In order to provide additional means to enforce the collection of Annual Assessments, and Special Assessments the Association shall have a lien against all lots subject to such Assessment in Woodhaven, together with all improvements thereon, as follows:

(i) Creation of Lien - The lien of every Assessment, together with interest charges thereon and the cost of collection thereof, shall attach and become a charge on the Townhome and all improvements thereon, against which such Assessment is made upon the recording of these restrictions.

(ii) Enforcement of Lien - In the event any Assessment is not paid within thirty (30) days after the same is due, the Association shall have the right to file a claim for lien in the Land Titles Division of the Registry Office in the County of Essex. Said Assessment lien may be enforced by the Association by foreclosure suit in the same manner as a mortgage foreclosure or in such other manner as is permitted by law. The Association is hereby granted the power-of-attorney for each Member to take action for all collection matters relating to the lien of Assessment. In the event the Association files a claim of lien against any Town home, it shall be entitled to recover from the owner of such property before noted interest and all costs, including legal fees on a solicitor and his own client basis.

(iii) Priority of Lien — It is the intent hereof that the aforesaid Assessment lien against property shall be subordinate and inferior only to a lien of real property taxes levied by the municipality, and not to the lien of a mortgagee or construction lien claimants or any other encumbrances registered on the title to each Townhome.

(k) In the event of any conflict between any restrictive covenant registered on any Member's Townhome and the building scheme, the restrictions registered on each Member's title to his Townhome shall govern. The provisions of this Building Scheme shall be supplemental to any restrictive covenant or building scheme, if not in conflict therewith.

## 7. ANNUAL REPORT AND FISCAL YEAR END

(a) The Directors shall cause an annual report to be prepared and sent to the Members no later than one hundred and twenty (120) days after the end of the Association's fiscal year. Such annual report shall be prepared in conformity with the requirements of the Corporations Act, R.S.O. 1990 and as it may hereafter be amended.

(b) The fiscal year of the Association shall be such date determined by the Directors.

## 8. TERM

The Building Scheme described herein shall be binding upon all Owners of Townhomes and shall continue in full force and effect for a period of forty (40) years from date hereof.

## 9. GOVERNING LAW

The construction, validity, and enforcement of this Building Scheme shall be determined according to the laws of the Province of Ontario. The venue of any action or suit brought in connection with this Building Scheme shall be in Essex County, in the Province of Ontario. Any action or suit brought by or against all Members of the Association may be brought or defended by such Owners in the name of Association, and any process, notice of motion or hearing, or other application to any court or judge thereof that is served upon Association in connection therewith shall be binding upon such Members for all purposes without necessity of individual service upon such Members.

## 10. WAIVER

Failure of the Developer or Association to insist upon strict performance of any provision of the Building Scheme with respect to any Townhome shall not be deemed to be a waiver of such provision as to such Townhome unless the Developer or Association has executed in writing a waiver thereof. Any such written waiver of any provision of this Building Scheme by Developer or Association with respect to any Property if effective shall not constitute a waiver of such provision as to any other Property.

## 11. INVALIDATION

The invalidation of any provision or provisions of this Building Scheme by lawful court order shall not affect or modify any of the other provisions of this Building Scheme, which other provisions shall remain in full force and effect.

## 12. USAGE

Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

## 13. AMENDMENTS

The Directors of the Association may at any time amend the provisions of this Building Scheme, and may pass by-laws affecting the classes of memberships and the rights and obligations attaching to those memberships, including creating additional membership

classes, providing for additional assessments and other matters not inconsistent with the objects of the Association.

14. DOCUMENTS

Copies of the Letters Patent and By-laws of the Association are available from the Association.

15. Woodhaven Grand Villas Community Association is to be named as an additional insured on Member's insurance policy on closing and a copy provided to the Association.