

Essex Standard Condominium Corp. 100

Aug 17, 2022

To whomever it may concern,

Thank you for your purchase of one of our units. Essex Standard Condominium Corporation # 100 is a very well maintained and attractive building. Our board and the owners strive to keep it consistent with the standard of homes in our neighbourhood. It is our aim to repair or replace when needed rather than wait.

In 2013 we voted to replace our roof before we had any water penetration to the envelope of the building. No repairs had ever been made to the roof; however an exterior inspection found it to be failing in some areas. The owners voted to replace it early rather than wait and risk a much more extensive repair that would require pulling off the old roof. This is completely paid for. Some improvements completed by the board are: replacing the light fixtures from 13-26 watt fixtures to 6 watt fixtures with better lighting, using less fixtures and lowering costs, replacing the carpeting and all flooring with the exception of the east and west entrances, painting all of the hallways, lobby and entrance, cleaning all dryer vents from inside and outside of the units, replacement of dryer vent and fireplace covers. We have also retrofitted all of the outside lighting from fixtures requiring 400 watts of power each to LED fixtures using 60 watts each. As we have seven fixtures around the building, this project quickly paid for itself.

The law for furnace replacements has changed to only high efficiency units. These units emit a great deal more condensate than the old mid efficient furnaces and we have found that some changes needed to be made to accommodate this. As many of our owners made the change this past year, some steps were taken to adapt, and in some cases completely replace, our current drainage system to accommodate for the new furnaces

Beginning in September, the building is getting a facelift with repairs to the stucco where needed, painting and sealing the stucco. This should not affect anyone needing to get in as they will be working and accessing from the balcony. Balcony furniture will need to be moved. This is being paid from the reserve fund.

Repairing and replacing the drainage system was a huge and expensive undertaking but it has been completed and paid for. The backyard has been completely restored and looks amazing. Our fence, the retaining wall and the landscaping on the south side are new and completely paid for. We are currently gathering engineering reports to repair/paint the stucco on the building. It is our plan to either borrow as we have done in the past and repay with a 7 year term loan or pay outright. We hope you will be very happy here.

We have included a list of common rules that are very basic. We have renovation and moving protocols that we will give you at the New Owner meeting.

Essex Standard Condominium Corp. 100

We ask that when making your moving plans **please do not move in on Friday Mornings. That is our refuse pick up day and the laneway needs to be clear. Please advise us of your move in date in advance.**

Please contact me for a new owner package and meeting.

We look forward to seeing you in the building.



Fran Sorrell

Manager

519-981-7353

Status certificate

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

Condominium Act, 1998

Name of Condominium Corporation
Essex Standard Condominium Corporation 100

(known as the "Corporation") certifies that as of the date of this certificate:

General Information Concerning the Corporation

1. Mailing Address:

307-6055 Ellis St LaSalle ON N9H 2P8

2. Address for Service:

2510 Ouellette Ave Windsor, ON N8X 1L4

3. Name of condominium manager or condominium management provider, if any, with whom the Corporation has entered into an agreement to receive condominium management services:

Fran Sorrell

Address:

705 Rodfam Crt Windsor, ON N9G 2W3

Telephone number:

519-981-7353

4. The directors and officers of the Corporation are:

Name	Position	Address for Service	Telephone Number
Jack McFadden	President	307-6055 Ellis St LaSalle ON	519-567-5250
Gerry Ray	Sec/Treas	406-6055 Ellis St LaSalle ON	519-969-9991
Angeline Sturam	director	304-6055 Ellis St LaSalle ON	519-995-7075

Common Expenses

5. The owner of Unit 2, P47 Level 4, P1, 402 (Suite number 402 address 402-6055 Ellis St LaSalle On N9H 2P8) of Essex Standard Condominium Plan 100, registered in the Land Registry Office for the Land Titles (or Registry) Division of Essex is not in default in the payment of common expenses.

6. A payment on account of common expenses for the unit in the amount of \$ 316.98 is due on September 1, 2022 for the period September 1, 2022 to September 30, 2022.

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.

7. The Corporation has the amount of \$ 0.00 in prepaid common expenses for the unit.
8. There are no amounts that the *Condominium Act, 1998* requires to be added to the common expenses payable for the unit.

Budget

9. The budget of the Corporation for the current fiscal year is accurate and may result in a surplus of \$ 100.00
10. Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been increased.
11. Since the date of the budget of the Corporation for the current fiscal year, the board has not levied any assessments against the unit to increase the contribution to the reserve fund or the Corporation's operating fund or for any other purpose.
12. The Corporation has no knowledge of any circumstances that may result in an increase in the common expenses for the unit, **except**
Any unforeseen increases to Hydro, Water and Insurance

Reserve Fund

13. The Corporation's reserve fund amounts to \$ 153,560.11 as of August 5, 2022.
14. Has a reserve fund study been conducted by the board?
The most recent reserve fund study conducted by the board was a Updated study not based on a site inspection dated September 10, 2021 and prepared by D. C. McCloskey Engineering Inc.. The next reserve fund study will be conducted before Sep 10, 2024.
15. Not Applicable
16. The board has sent to the owners a notice dated October 10, 2021 containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study.

The proposed plan for future funding has been implemented and the total contribution each year to the reserve fund is being made as set out in the Contribution Table included in the notice.

17. There are no plans to increase the reserve fund under a plan proposed by the board under subsection 94 (8) of the *Condominium Act, 1998*, for the future funding of the reserve fund

Legal Proceedings, Claims

18. There are no outstanding judgments against the Corporation
19. The Corporation is not a party to any proceeding before a court of law, an arbitrator or an administrative tribunal.
20. The Corporation has not received a notice of or made an application under section 109 of the *Condominium Act, 1998* to the Superior Court of Justice for an order to amend the declaration and description, where the court has not made the order
21. The Corporation has no outstanding claim for payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act*
22. There is currently no order of the Superior Court of Justice in effect appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*.
23. The unit is not subject to any agreement under clause 98 (1) (b) of the *Condominium Act, 1998* or section 24.6 of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* relating to additions, alterations or improvements made to the common elements by unit owner.
24. The Corporation has not received notice under section 83 of the *Condominium Act, 1998*, that any unit was leased during the fiscal year preceding the date of this status certificate.
25. There are no additions, alterations or improvements to the common elements, changes in the assets of the Corporation or changes in a service of the Corporation that are substantial and that the board has proposed but has not implemented, and there are no proposed installations of an electric vehicle charging system to be carried out in accordance with subsection 24.3 (5) of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998*.

Insurance

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

Phased condominium corporations

27. Not Applicable

28. Not Applicable

Vacant land condominium corporations

29. Not Applicable

Leasehold condominium corporations

30. Not Applicable

31. Not Applicable

32. Not Applicable

Attachments

33. The following documents are attached to this status certificate and form part of it:

(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, its last annual audited financial statements and the auditor's report on the statements;

(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.

if applicable add the following items:

(e) a copy of all applications made under section 109 of the *Condominium Act, 1998*

(f) a copy of the schedule that the declarant has delivered to the board setting out what constitutes a standard unit, if there is no by-law of the Corporation establishing what constitutes a standard unit;

- (g) a copy of all agreements, if any, described in clause 98 (1) (b) of the *Condominium Act, 1998* or section 24.6 of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* that bind the unit;
- (h) a copy of a notice dated October 10, 2021 containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study;
- (i) a copy of an order appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*;
- (j) a copy of the disclosure statement that the Corporation has received from the declarant under subsection 147 (5) of the *Condominium Act, 1998* with respect to the phase that contains the unit unless the declarant has completed all phases described in the disclosure statement and the declarant does not own any of the in the phases except for the part of the property designed to control, facilitate or provide telecommunications to, from or within the property;
- (k) a copy of an application by the lessor for a termination order under section 173 of the *Condominium Act, 1998*;
- (l) if the leasehold interests in the units of the Corporation have been renewed and an amendment to the declaration has not yet been registered under subsection 174 (8) of the *Condominium Act, 1998*, a copy of the provisions that apply upon renewal.

Rights of person requesting certificate

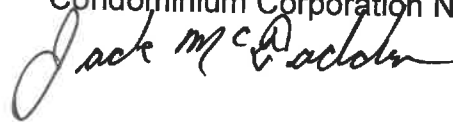
34. The person requesting this certificate has the following rights under subsections 76 (7) and (8) of the *Condominium Act, 1998* with respect to the agreements listed in subparagraph 33 (c) above:
1. Upon receiving a written request and reasonable notice, the Corporation shall permit a person who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

Dated this 17 day of August, 2022

Essex Standard Condominium

Condominium Corporation No.

100

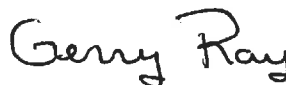


(signature)

I/We have authority to bind the Condominium Corporation

Jack McFadden

(print name)



(signature)

I/We have authority to bind the Condominium Corporation

Gerry Ray

Gerry Ray

(print name)

(Affix corporate seal or add a statement that the persons signing have the authority to bind the corporation.)

FOR OFFICE USE ONLY

L10379717
CERTIFICATE OF RECEIPT
REGISTRATION
ESSEX (17) WINDSOR
*02 NOV 18 PM 3 21

(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>		(2) Page 1 of 16 pages	
(3) Property Identifiers: 01850-0001		Property to 01850-0130	
(4) Nature of Document: BY-LAW NO. 1 (CONDOMINIUM ACT, SECTION 28)			
(5) Consideration: _____ Dollars \$			
(6) Description: All Units and common elements comprising the property included in Essex Standard Condominium Plan No. 100 in the City of Windsor County of Essex			
(7) This Document Contains:		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	
		(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	

New Property Identifiers Additional See Schedule
Executions Additional See Schedule

(8) This Document provides as follows:
See Schedule for By-Law and Certificate

(9) This Document relates to instrument number(s): _____ Continued on Schedule

(10) Party(ies) (Set out Status or Interest)		Signature(s)		Date of Signature	
Name(s): ESSEX STANDARD CONDOMINIUM CORPORATION PLAN NO. 100		Per: James Ellis		Y M D 2002 11 16	
		Title: President			
		Per: Patrick D'Amore		Y M D 2002 11 16	
		Title: Vice-President			

(11) Address for Service: 933 Goyeau Street, WINDSOR, ON N9A 1H7

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

(13) Address for Service: _____

(14) Municipal Address of Property: Multiple

(15) Document Prepared by:
Alan Siess
Borden Ladner Gervais LLP
Scotia Plaza
40 King Street West
TORONTO, ON M5H 3Y4

Fees and Tax	
Registration Fee	600

FOR OFFICE USE ONLY

Condominium Act, 1998

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

Essex Standard Condominium Corporation No. 100 (known as the "Corporation") certifies that:

1. The copy of By-law No.1 attached as Schedule "A" is a true copy of the By-law.
2. The By-law was made in accordance with the Condominium Act, 1998.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 12th of November, 2002

**ESSEX STANDARD
CONDOMINIUM CORPORATION
NO. 100**

Per: _____

Name: James Ellis
Title: President

Per: _____

Name: Patrick D'Amore
Title: Vice-President

We have authority to bind the
Corporation.

3 of 16

**ESSEX STANDARD
CONDOMINIUM CORPORATION NO. 100**

BY-LAW NO. 1

BE IT ENACTED as a by-law of Essex Standard Condominium Corporation No. 100 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I
DEFINITIONS**

The terms used herein which are defined in the Condominium Act, 1998, S.O. 1998, C.19 as amended and the regulations made thereunder (hereinafter referred to as the "Act"), shall have ascribed to them the meanings set out in the Act.

**ARTICLE II
SEAL**

The corporate seal of the Corporation shall be in the form impressed hereon. Notwithstanding that the Corporation has a seal, any document that would otherwise require a seal need not be executed under seal, provided the statement "I/We have the authority to bind the Corporation" is noted below the signature(s) and such a document has the same effect for all purposes as if executed under seal.

**ARTICLE III
RECORDS**

The Corporation shall maintain the following records (hereinafter called the "Records"):

3.1 Records and Time Requirements

- (a) the financial records of the Corporation for at least six (6) years from the end of the last fiscal period to which they relate.
- (b) a minute book containing the minutes of owners' meetings and the minutes of board meetings.
- (c) a copy of the registered declaration, registered by-laws and current rules.
- (d) the seal of the Corporation.
- (e) copies of all agreements entered into by the Corporation or the Declarant or the Declarant's representatives on behalf of the Corporation, including management contracts, deeds, leases, licences, easements and any agreements entered into pursuant to Section 98 of the Act.
- (f) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements.
- (g) bills of sale or transfers for all items that are assets of the Corporation but not part of the property.
- (h) the names and addresses for services of each owner and mortgagee that the Corporation receives from owners and mortgagees in writing in accordance with subsection 47(1) of the Act.
- (i) notices received from an owner that his/her unit has been leased together with the lessee's name, the owner's address, a copy of the lease or renewal or a summary of same, pursuant to subsection 83(1) of the Act.
- (j) notice received from an owner that a lease of the owner's unit has terminated and was not renewed pursuant to subsection 83(2) of the Act.

- (k) all records that the Corporation has related to the units or to employees of the Corporation.
- (l) the existing warranties and guarantees for all equipment, fixtures and chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser.
- (m) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans.
- (n) the as-built specifications indicating all substantive changes, if any, from the original specifications.
- (o) all existing plans for underground site services, site grading, drainage and landscaping and television, radio or other communication services.
- (p) all other existing plans and information that are relevant to the repair or maintenance of the property.
- (q) if the property of the Corporation is subject to the Ontario New Home Warranties Plan Act an executed copy of Form 3 of Ontario Regulation 49/01 and a copy of all final reports on inspections that the Ontario New Home Warranty Program requires to be carried out on the common elements.
- (r) a table setting out the responsibilities for repair after damage and maintenance and indicating whether the Corporation or the owners are responsible.
- (s) all reserve fund studies and plans to increase the reserve fund.
- (t) a copy of the most current disclosure statement delivered to a purchaser prior the turnover meeting.
- (u) a copy of the written performance audit report received by the Corporation.
- (v) any report the Corporation receives from an inspector pursuant to Section 130 of the Act.
- (w) a copy of all status certificates issued within the previous ten (10) years.
- (x) a copy of all notices sent on behalf of the Corporation within the previous ten (10) years.
- (y) proxies, for not more than ninety (90) days from the date of the meeting at which the proxies were utilized.

ARTICLE IV
THE CORPORATION

4.1 Duties of the Corporation

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

- (a) the operation, care, upkeep, maintenance and repair of the common elements and repair of units when an owner fails to repair as provided for in the Act and in the Declaration;
- (b) the collection of contributions toward common expenses from the owners;
- (c) the arranging for the supply of all requisite utility services to the common elements and units (unless separately metered) except where prevented from carrying out such duty by reason of any event beyond reasonable control of the Corporation. The Corporation shall not be liable for indirect or consequential damage or for damages for personal discomfort or illness by reason of the breach of such duty;
- (d) obtaining and maintaining insurance for the property as may be required by the Act, the Declaration or the By-laws;

- (e) the retention of legal counsel to prepare, register and discharge, following payment, certificates of lien for arrears of common expenses;
- (f) the preparation and delivery of status certificates as required by the Act;
- (g) the preparation of a yearly budget;
- (h) the supervision of all public or private service companies which enter upon the common elements for the purpose of supplying, installing, replacing and servicing their systems;
- (i) the obtaining and maintaining of fidelity bonds for any person dealing with Corporation monies and in such amounts as the Board may deem reasonable;
- (j) the purchase and maintenance of insurance for the benefit of all directors and officers in respect of anything done or permitted to be done by them in respect of the execution of the duties of their offices except insurance against a liability, cost, charge or expense of such directors or officers incurred as a result of a contravention of any of the duties imposed upon them pursuant to the Act;
- (k) the preparation and maintenance of the records to be kept by the Corporation in accordance with Article III hereof;
- (l) the calling and holding of meetings and the delivery of notices, as required;
- (m) the consistent and timely enforcement of the provisions of the Act, the Declaration, the By-laws and the rules of the Corporation; and
- (n) establishing and maintaining adequate reserve funds for the major repair or replacement of the common elements and of the assets of the Corporation in accordance with the Act.

4.2 Powers of the Corporation

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

- (a) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) the investment of reserve monies held by the Corporation in accordance with the Act;
- (c) the settling, adjusting or referring to mediation and/or arbitration of any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (d) entering into the following agreements as required from time to time:
 - (i) management agreement with an individual or corporation to manage the affairs and assets of the corporation at such compensation and upon such terms as the Board may determine in its sole discretion;
 - (ii) an insurance trust agreement with an insurance trustee as permitted by the Act at such compensation and upon such terms as the Board may determine in its sole discretion;
 - (iii) an agreement required by the supplier of any utility or service to the Corporation upon such terms as the Board may determine in its sole discretion; and
 - (iv) any other agreements which may be permitted by the Act and the Declaration and which are deemed advisable, desirable or necessary by the Board;
- (e) the authority to object to assessments under the Assessment Act on behalf of owners if it gives notice of the objections to the owners and to authorize the defraying of costs of objections out of the common expenses;
- (f) the borrowing of such amounts in any fiscal year as the board determines are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation

of the property in accordance with the Act, Declaration and by-laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation, subject in each case to approval of each such borrowing, loan or security by a majority vote of the owners at a meeting duly called for that purpose or as required by the Act, provided however, the board may maintain over draft protection, in its general account, in an amount not exceeding one-twelfth (1/12) of the Corporation's current budget without approval of the Owners.

ARTICLE V
MEETINGS OF OWNERS

5.1 Annual Meeting

The annual meeting of owners shall be held within six (6) months following the Corporation's fiscal year end at such place and on such day and time in each year as the Board may from time to time determine for the purpose of receiving reports and statements required by the Act, the Declaration and By-laws of the Corporation, electing directors, appointing the auditor and fixing or authorizing the Board to fix the auditor's remuneration, and for the transaction of such other business as may be set out in the notice of meeting. No more than fifteen (15) months shall elapse between the dates of two successive annual general meetings.

5.2 Special Meeting

The Board shall, upon receipt of a requisition in writing made by owners who together own not less than fifteen (15%) per cent of the units, call and hold a meeting of the owners within thirty-five (35) days of the receipt of the requisition or if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the requisitioned meeting to the agenda for the next annual general meeting. If the meeting is not called and held within thirty-five (35) days of receipt of the requisition, any of the requisitionists may call the meeting, which meeting shall be held within forty-five (45) days of the day on which the meeting is called.

The Board may at any time call a special meeting of the owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.

5.3 Notices

At least fifteen (15) days written notice of every meeting specifying the place, the date, the hour and the nature of the business to be presented shall be given to each owner and mortgagee entitled to vote and entered on the record twenty (20) days before the date of the meeting in accordance with Section 47(7) of the Act. The Corporation shall not be obligated to give notice to any Owner who has not notified the Corporation that he/she has become an Owner nor give notice to any mortgagee who has not notified the Corporation of his/her entitlement to vote.

5.4 Reports

A copy of the financial statement and a copy of the auditors report shall be furnished to every owner and mortgagee entered on the record at least twenty (20) days before the date of any annual general meeting of Owners. A copy of the minutes of meetings of owners and of the Board, shall be furnished to any owner or mortgagee who has requested same, within thirty (30) days of such request upon payment to the Corporation of a reasonable charge for photocopying.

5.5 Persons Entitled to Be Present

The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Record, and any others entitled to vote thereat, the auditor of the Corporation, the directors and officers of the Corporation, a representative of the Manager, and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the Declaration and By-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the Chairperson of the meeting or with the consent of the meeting.

5.6 Quorum

At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than twenty-five (25%) percent of the units are present in person or represented by proxy. If thirty minutes after the time appointed for the holding of any meeting of owners, a quorum is not present, the meeting shall stand adjourned and if the meeting was an annual general meeting, the Board shall call a further meeting of the owners in accordance with the Act.

5.7 Right to Vote

Subject to the restrictions in paragraphs 5.10 and 5.12 of this Article V, every owner of a Unit that has the right to vote in accordance with the Act shall be entitled to vote who is entered on the Record as an owner or has given notice to the Corporation, in a form satisfactory to the Chairperson of the meeting that he/she is an owner. If a unit has been mortgaged, and the person who mortgaged such unit (or his/her proxy) has expressly authorized or empowered the mortgagee to vote and exercise the right of the owner to vote in respect of such unit and such mortgagee has, at least four (4) days before the date specified in the notice of meeting, notified the owner and the Corporation of his/her intention to exercise such right, such mortgagee shall be entitled to vote upon filing with the Secretary of the meeting sufficient proof of same. Any dispute over the right to vote shall be resolved by the Chairperson of the meeting upon such evidence as the Chairperson may deem sufficient. Each owner or mortgagee shall be entitled to only one (1) vote per unit.

5.8 Conduct of Meetings and Method of Voting

At any general or special meeting, the president of the Corporation (or to whomsoever he may delegate the responsibility) or failing him/her, the vice-president, or failing him/her, some other person appointed by the Board or failing such appointment, such other person elected at the meeting shall act as Chairperson of the meeting and the Secretary of the Corporation shall act as Secretary of the meeting or, failing him, the Chairperson shall appoint a Secretary. Any question shall be decided by a show of hands unless a poll is required by the Chairperson or is demanded by an owner or mortgagee present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the Chairperson that the vote upon the question has been carried, or carried by a particular majority, or not carried, is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question, provided, however, that voting for the election of Directors shall be by ballot only, other than in the case of acclamation. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken in such manner as the Chairperson shall direct.

5.9 Representatives

An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary sufficient proof of his/her appointment, shall represent the owner or mortgagee at all meetings of the owners, and may vote in the same manner and to the same extent as such owner. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of paragraph 10 of this Article V shall apply.

5.10 Co-Owners

If a unit or a mortgage on a unit is owned by two or more persons, anyone of them present or represented by proxy may in the absence of the other or others vote, but if more than one of them are present or represented by proxy, the majority of the Owners of the Units shall decide how the vote is exercised.

5.11 Votes to Govern

At all meetings of owners every question shall, unless otherwise required by the Act, Declaration or By-laws be decided by a majority of the votes duly cast on the question.

5.12 Entitlement to Vote

Unless the requirements in connection with the specific matter upon which the vote is being taken stipulate that the resolution or motion as the case may be must be passed by one hundred (100%) per cent of the unit owners, no owner is entitled to vote at any meeting if any contributions for common expenses payable in respect of his unit are in arrears for more than thirty (30) days prior to the meeting, provided, the Owner's right to vote shall be reinstated if the Corporation receives payment by certified funds of the arrears and all other costs and expenses owing before the meeting is held.

5.13 Proxies

Every owner or mortgagee entitled to vote at any meeting of the Owners may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting, in the same manner, to the same extent and with the same power, as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the Owner or his attorney authorized in writing, and shall be for a particular meeting. The instrument appointing a proxy shall be deposited with the Secretary prior to the start of the meeting.

ARTICLE VI
BOARD OF DIRECTORS

6.1 The Corporation

The affairs of the Corporation shall be managed by a Board of Directors.

6.2 Number of Directors and Quorum

The number of directors shall be three (3) of whom two (2) shall constitute a quorum for the transaction of business at any meeting of the Board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the Board so long as a quorum of the Board remains in office.

6.3 Qualifications

Each director shall be 18 or more years of age and need not be an owner of a unit in the Corporation. No undischarged, bankrupt or mentally incompetent person shall be a director and if a director becomes a bankrupt or mentally incompetent person, he thereupon ceases to be a director. A director immediately ceases to be a director if a certificate of lien has been registered against a unit owned by the director and the director does not obtain a discharge of the lien within ninety (90) days of the registration of the lien.

6.4 Consent

No election or appointment of a person as a director shall be effective unless:

- (a) he/she consents in writing to act as a director before his/her election or appointment or within ten (10) days thereafter; or
- (b) he/she was present at the meeting when he/she was elected or appointed and did not refuse at that meeting to act as a director.

6.5 Election and Term

- (a) The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the turnover meeting held pursuant to Section 43 of the Act, one (1) director shall be elected to hold office for a term of one (1) year; one (1) director shall be elected to hold office for a term of two (2) years; and one (1) director shall be elected to hold office for a term of three (3) years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the Board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the director or directors receiving the greater number of votes shall complete the longest remaining

terms of the resigning directors. At each annual meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.

- (b) If at least fifteen (15%) percent of the units are owner occupied (as defined in subsection 51(5) of the Act), no persons other than the owners of owner-occupied units may elect a person to one of the positions on the board. If fifteen (15%) percent of the units are owner-occupied at the turnover meeting, the position on the board to be elected by owners of owner-occupied units shall be the director elected for the one (1) year term and thereafter when that position becomes vacant (either because of resignation or the term has expired) the director for that position shall be voted upon only by the owners of owner-occupied units. If at least fifteen (15%) percent of the units are not owner-occupied at the turnover meeting, but in any subsequent year more than fifteen (15%) percent of the units become owner-occupied, the position of a director whose term expires in that year shall be designated the director to be elected by owners of owner-occupied units and thereafter when that position becomes vacant (either because of resignation or the term has expired), the director for that position shall be voted upon only by the owner of owner-occupied units.

6.6 Filling of Vacancies and Removal of Directors

- (a) If a vacancy in the membership of the Board occurs, other than by way of removal by the owners or as a result of the number of directors being increased, subject to subparagraph (c) of this paragraph 6, the majority of the remaining members of the Board may appoint any person qualified to be a member of the Board to fill the vacancy until the next annual meeting at which time the vacancy shall be filled by election of the owners.
- (b) Where the number of directors is increased, the vacancies resulting from such increase shall be filled only by election at such meeting of the owners and the director(s) so elected shall not act until the by-law increasing the number of directors is registered.
- (c) When there is not a quorum of directors in office, the director(s) then in office shall forthwith call a meeting of owners to fill the vacancies and, in default or if there are no directors then in office, the meeting may be called by an owner.
- (d) Any director may be removed before the expiration of his term by a vote of owners who together own a majority of the units and the owners may elect, in accordance with the by-laws dealing with the election of directors, any person qualified to be a member of the Board for the remainder of the term of the director removed provided the director elected by owners of owner-occupied units may only be removed by a vote of the owners of owner-occupied units in accordance with the Act.

6.7 Calling of Meetings

Meetings of the Board shall be held from time to time at such place and at such time and on such day as the President or any two directors may determine, and the Secretary shall call meetings when authorized by them. Notice of any meeting so called shall be delivered personally, by prepaid mail, courier delivery or electronic communication to each director addressed to him at his latest address, entered on the Record of the Corporation not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting, or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

6.8 Regular Meetings

The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a place and time of regular meetings of the Board shall be given to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

6.9 Teleconference

A meeting of directors may be held by teleconference or another form of communication system that allows the directors to participate concurrently if all directors of the Corporation consent thereto.

6.10 First Meeting of New Board

The Board may without notice hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the meeting of owners at which the directors of such Board were elected, provided a quorum of directors be present.

6.11 Conflict of Interest

A director shall not be disqualified by reason of his office from contracting with the Corporation. Subject to the provisions of the Act, a director shall not by reason only of his office be accountable to the Corporation or to its owners for any profit or gain realized from a contract or transaction in which he has an interest, and such contract or transaction shall not be voidable by reason only of such interest, provided that the provisions in the Act relating to a declaration of interest have been followed.

6.12 Protection of Directors and Officers

No director or officer of the Corporation shall be liable for the acts, neglect or default of any other director or officer or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited or for any loss occasioned by an error of judgment or oversight on his part or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his/her office or in relation thereto, unless the same shall happen through his/her own dishonest or fraudulent act or acts.

6.13 Indemnity of Directors and Officers

Subject to the provisions of the Act, every director and officer of the Corporation and their respective heirs, executors, administrators and other legal personal representatives shall at all times be indemnified and saved harmless out of the funds of the Corporation from and against:

- (a) any liability and all costs, charges and expenses whatsoever which such director or officer sustains or incurs in respect of any action, suit or proceeding which is brought, commenced or prosecuted against him/her for or in respect of any act, deed, matter or thing whatsoever made, done, omitted to do, or permitted by him/her in connection with the execution of the duties of his/her office; and
- (b) all other costs, charges and expenses which such director or officer properly sustains or incurs in respect of the affairs of the Corporation, except for dishonest or fraudulent act or acts;

provided that:

- (i) no director or officer of the Corporation shall be indemnified by the Corporation in respect of any liability, costs charges or expenses that he sustains or incurs in or about any action, suit or other proceeding as a result of which he is adjudged to be in breach of the duty to act honestly and in good faith;
- (ii) the Corporation is advised of any such action, suit or other proceeding, or cost, charge or expense, forthwith after the director or officer receives notice thereof, and
- (iii) the Corporation is given the right to join in the defense of the action, suit or proceeding.

6.14 Insurance

Subject to the limitations contained in the Act, the Corporation shall purchase and maintain such insurance for the benefit of the directors and officers as the Board may from time to time determine.

ARTICLE VII
OFFICERS

7.1 Elected Officers

At the first meeting of the Board, after each election of directors and whenever a vacancy in the office occurs, the Board shall elect from among its members a President. Until such elections, the then incumbent (if a member of the Board) shall hold office.

7.2 Other Elections and Appointments

The Board shall appoint or elect a Secretary, a Treasurer and such other officers as the Board may determine, including one or more assistants to any such officers. The officers so elected may, but need not be, members of the Board. One person may hold more than one office.

7.3 Term of Office

The Board may by resolution remove at its pleasure any officer of the Corporation.

7.4 President

The President, shall, when present unless he/she has delegated the responsibility, preside at all meetings of the owners and of the Board, and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the Board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.

7.5 Vice-President

During the absence of the President his/her duties may be performed and his/her powers may be exercised by the Vice-President, or if there are more than one, by the Vice-Presidents, in order of seniority as determined by the Board. If a Vice-President exercises any such duty or power the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the Board may prescribe.

7.6 General Manager

The General Manager, if one be appointed, shall have the general management and direction, subject to the authority of the Board and the supervision of the President, of the Corporation's business and affairs, and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the Board, and to settle the terms of their employment and remuneration. The terms of employment and remuneration of the General Manager appointed by the Board shall be settled from time to time by the Board.

7.7 Secretary

The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all other entitled thereto; he/she shall attend all meetings of the directors and owners and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings at such meetings; he/she shall be the custodian of all books, paper, records, documents and other instruments belonging to the Corporation, and he/she shall perform such other duties as may from time to time be prescribed by the Board.

7.8 Treasurer

The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the direction of the Board shall control the deposit of money, the safekeeping of securities and the disbursement of funds of

the Corporation; he/she shall render to the Board whenever required of him/her an account of all his/her transactions as Treasurer, and of the financial position of the Corporation; and he shall perform such other duties as may from time to time be prescribed by the Board. The offices of Secretary and Treasurer may be combined.

7.9 Other Officers

The duties of all other officers of the Corporation shall be as set out in the terms of their employment or as the Board further declares. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.

7.10 Agents and Attorneys

The Board shall have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

**ARTICLE VIII
BANKING ARRANGEMENTS AND CONTRACTS**

8.1 Arrangements

The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the Board may designate or appoint from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by such one or more officers or other persons as the Board may designate, direct or authorize from time to time by resolution and, to the extent therein provided, including without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such bank to do any act or thing on the Corporation's behalf to facilitate such banking business.

8.2 Execution of Instruments

Deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by any two (2) directors. Any contract or obligation within the scope of any Management Agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such Management Agreement. Notwithstanding any provisions to the contrary contained in the by-laws of the Corporation the Board may at any time and from time to time direct the manner in which, and the person or persons by whom, any particular deed, transfer, contract or obligation or any class of deeds, transfer, contracts or obligations of the Corporation may or shall be signed.

8.3 Execution of Status Certificates

Status certificates may be signed by any officer or any director of the Corporation provided that the Board may by resolution direct the manner in which, and the person by whom such certificates may or shall be signed from time to time.

**ARTICLE IX
FINANCIAL YEAR END**

9.1 Financial Year End

The financial year end of the Corporation shall end on the last day of the month in which the declaration and description creating the Corporation were registered, in each year or on such other day as the Board by resolution may determine.

ARTICLE X
NOTICE

10.1 Method of Giving Notice by the Corporation

Subject to the provisions of the Act any notice, communication or other document, including budget and notices of assessments required to be given or delivered by the Corporation shall be sufficiently given if delivered personally to the person to whom it is to be given, or if delivered to the address noted in the Record, or if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to such person at such address, or sent by facsimile transmission, electronic mail or any other method of electronic communication if the person agrees in writing that the party giving the notice may give the notice in this manner or delivered at the person's unit or at the mail box for the unit, unless the person giving the notice has been advised in writing by the person that delivery is not to be effected in this manner or the address for service on the record of the Corporation is not the address of the unit of the person. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given on the day it is deposited in a post office or public letter box in Ontario.

10.2 Notice to the Board or Corporation

Any notice, communication or other document to be given to the Board or the Corporation shall be sufficiently given if personally delivered or mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to the Corporation or Board at the address for service of the Corporation. Any notice, communication or document so mailed shall be deemed to have been given on the second day after it is deposited in a post office or public letter box in Ontario.

10.3 Omissions and Errors

The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

ARTICLE XI
ASSESSMENT AND COLLECTION OF COMMON EXPENSES

11.1 Duties of the Board

All expenses, charges and costs of maintenance of the common elements and any other expenses, charges or costs which the Board may incur or expend pursuant hereto shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall from time to time, and at least annually, prepare a budget for the property and determine by estimate, the amount of common expenses for the next ensuing fiscal year, or remainder of the current fiscal year, as the case may be, which shall include provision for a reserve fund as required by the Act. The Board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which common expenses are based to all owners and mortgagees entered in the Record.

11.2 Owner's Obligations

Each owner shall pay to the Corporation the amount of such assessment in equal monthly payments on the first day of each and every month next following notice of such assessment by way of twelve (12) postdated cheques or execution of pre-authorized payment plan until such time as a new assessment has been provided to such owner.

11.3 Extraordinary Expenditures

In addition to the annual assessment, extraordinary expenditures not contemplated in the foregoing budget and for which the Board shall not have sufficient funds, may be assessed at any time during the year by the Board serving notice of such assessment on all owners, as an additional common expense. The notice shall include a written statement setting out the reasons for the assessment. The assessment shall be payable by each owner within ten (10) days after the

delivery thereof to him, or within such further period of time or in such instalments as the Board may determine.

11.4 Default in Payment of Assessment

- (a) Arrears of payments required to be made under the provisions of this article shall bear interest at a rate determined by the Board from time to time and in default of such determination shall bear interest at the rate of eighteen (18%) per cent per annum and shall be compounded monthly until paid.
- (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against him for a period of fifteen (15) days, the Board may retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount due all costs of such solicitor as between a solicitor and his own client and such costs may be collectible against the defaulting owner in the same manner as common expenses.
- (c) The Board when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit who has requested that such notices be sent to him.

**ARTICLE XII
LIABILITY FOR COSTS**

12.1 Abatement and Restraint of Violations by Unit Owners and Liability for Costs

The owner of a unit is responsible for any cost incurred to repair:

- (a) damage to the common elements or other units that may have been caused by either the Owner's use or his/her residents or their visitors use of same; and
- (b) damage to the common elements that has been caused by the deliberate or negligent conduct of any owner, resident or their invited guests.

In those cases where it has been determined that the responsibility for payment of the cost to repair is that of the unit owner, or where an owner requests to repair a common element him/herself, the Board of Directors shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the Board, shall be based on a minimum of two (2) bids, the method of repair, the meeting of standards of uniformity and consideration of the convenience of the owner(s) involved.

12.2 Additional Rights of Corporation

The violation of any provisions of the Act, the Declaration, the By-laws, and/or the rules adopted by the Board of Directors, shall give the Board the right, in addition to any other rights set forth in these by-laws:

- (a) to enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or
- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, an application for an order for compliance pursuant to Section 49 of the Act.

12.3 Insurance Deductible

In accordance with subsection 105(3) of the Act, where an owner, a lessee of an owner or a person residing in the owner's unit with the permission or knowledge of the owner, through an act or omission causes damage to the owner's unit and/or to any portion of the common elements or to any other units, then the owner of such unit shall be responsible for the aggregate cost of

repairing all of the damage so incurred, up to a maximum of the insurance deductible maintained by the corporation with respect to its insurance policies from time to time and said amount shall be added to the common expenses payable for the owner's unit

**ARTICLE XIII
MISCELLANEOUS**

13.1 Invalidity

The invalidity of any part of this by-law shall not impair or affect in any manner the validity, enforceability or effect of the balance thereof.

13.2 Gender

The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.

13.3 Waiver

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

13.4 Headings

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

13.5 Alterations

This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.

13.6 Conflicts

In the case of a conflict between the provisions of the Act and any provision in the Declaration, By-laws or Rules, the Act shall prevail. In the case of a conflict between the provisions in the Declaration and any provision in the By-laws or Rules, the Declaration shall prevail. In the event the provisions of the Act or in the Declaration are silent the provisions of the By-laws shall prevail.

DATED this 15th day of November, 2002.



JAMES ELLIS



PATRICK D'AMONTE



BONNIE ELLIS

The undersigned, which own 100% of the units, hereby confirm, pursuant to the provisions of the Condominium Act, 1998 (Ontario) as amended, the foregoing by-law No. 2 of the said Corporation signed by all of the directors of the said Corporation, as by-law No. 2 hereto, pursuant to the provisions of the said Condominium Act on the 15th day of November, 2002.

DATED this 15th day of November, 2002.

WOODLOT MANOR II INC.

Per: _____

James Ellis - President

I have authority to bind the Corporation

C:\WINDOWS\Temporary Internet Files\OLK6144\AMSWood.DOC

FOR OFFICE USE ONLY

L.T.O 379718

CERTIFICATE OF RECEIPT

RECEIVED
ESSEX (11) WINDSOR

'02 NOV 18 PM 3 21

New Property Identifiers

Additional See Schedule

Executions

Additional See Schedule

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 4 pages
(3) Property Identifier(s) 01850-0001	Block to 01850-0130	Property Additional See Schedule <input type="checkbox"/>
(4) Nature of Document BY-LAW NO. 2 (CONDOMINIUM ACT, SECTION 28)		
(5) Consideration _____ Dollars \$		
(6) Description All Units and common elements comprising the property included in Essex Standard Condominium Plan No. 100 in the City of Windsor County of Essex		
(7) This Document Contains:	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

(8) This Document provides as follows:
See Schedule for By-Law and Certificate

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest) Name(s) ESSEX STANDARD CONDOMINIUM CORPORATION PLAN NO. 100	Signature(s)	Date of Signature Y M D
	Per: <i>[Signature]</i> Name: James Ellis Title: President	2002 11 18
	Per: <i>[Signature]</i> Name: Patrick D'Amore Title: Vice-President	2002 11 18

(11) Address for Service 933 Goyeau Street, WINDSOR, ON N9A 1H7

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

(13) Address for Service

(14) Municipal Address of Property

Multiple

(15) Document Prepared by:

Alan Stess
Borden Ladner Gervais LLP
Scotia Plaza
40 King Street West
TORONTO, ON M5H 3Y4

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	60

Condominium Act, 1998

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

Essex Standard Condominium Corporation No. 100 (known as the "Corporation") certifies that:

1. The copy of By-law No.2 attached as Schedule "A" is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 15th day of November, 2002

**ESSEX STANDARD CONDOMINIUM
CORPORATION NO. 100**

Per: _____

Name: James Ellis
Title: President

Per: _____

Name: Patrick D'Amore
Title: Vice-President

We have the authority to bind the Corporation.

**ESSEX STANDARD
CONDOMINIUM CORPORATION NO. 100**

BY-LAW NO. 2

A by-law respecting the borrowing of money, the issue of securities and the securing of liabilities by the corporation.

BE IT ENACTED as a by-law of Essex Condominium Corporation No. 100 (hereinafter referred to as the "Corporation") as follows:

1. That the Directors of the Corporation may from time to time:
 - (a) borrow money on the credit of the Corporation;
 - (b) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts and unpaid calls, rights, powers, franchises and undertakings to secure any such securities or other monies borrowed, or other debts, or any other obligation or liability of the Corporation;
 - (c) delegate to such one or more of the officers and directors of the Corporation as may be designated by the directors all or any of the powers conferred by the foregoing clauses of this by-law to such extent and in such manner as the directors shall determine at the time of such delegation;
 - (d) give indemnities to any director or other person who has undertaken or is about to undertake any liabilities on behalf of the Corporation or any corporation controlled by it, and secure any such director or other person against loss by giving him by way of security a mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the Corporation; and
 - (e) provided that any borrowing of money in excess of the sum of \$5,000.00 for any one occurrence shall require the approval of the owners owning a majority of the units, at a duly called meeting.

The foregoing by-law No. 2 is hereby passed by the directors of the Corporation pursuant to the Condominium Act, 1998 (Ontario) as amended, as evidenced by the respective signatures hereto of all the directors.

DATED this 15th day of November, 2002



JAMES ELLIS



PATRICK D'AMORE

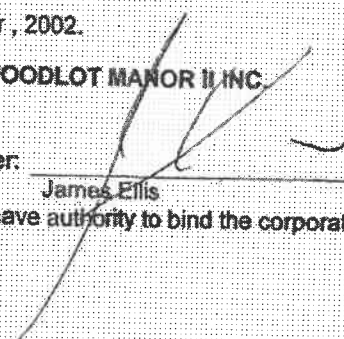


BONNIE ELLIS

The undersigned, which own 100% of the units, hereby confirm, pursuant to the provisions of the Condominium Act, 1998 (Ontario) as amended, the foregoing by-law No. 2 of the said Corporation signed by all of the directors of the said Corporation, as by-law No. 2 hereto, pursuant to the provisions of the said Condominium Act on the 15th day of November, 2002.

DATED this 15th day of November, 2002.

WOODLOT MANOR II INC.

Per: 

James Ellis c/s

I have authority to bind the corporation

FOR OFFICE USE ONLY

110379719
GENERAL RECEIPT
IN CASE
ESSEX STANDARD CONDOMINIUM
CORPORATION
NOV 18 PM 3 24

(1) Registry Land Titles (2) Page 1 of 4 pages

(3) Property Block Property
Identifiers) 01850-0001 to 01850-0130 Additional See Schedule

(4) Nature of Document
BY-LAW NO. 3 (CONDOMINIUM ACT, SECTION 28)

(5) Consideration
Dollars \$

(6) Description
All units and common elements comprising the property included in Essex Standard Condominium Plan No. 100 in the City of Windsor County of Essex

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

(8) This Document provides as follows:
See Schedule for By-Law and Certificate

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest)
Name(s)
ESSEX STANDARD CONDOMINIUM CORPORATION PLAN NO. 100

Signature(s)
For: Name: James E. B... Title: President
Name: Patrick D... Title: Vice-President

Date of Signature
Y M D
2012 11 15
2012 1 15

(11) Address for Service: 833 Goyeau Street, WINDSOR, ON N9A 1H7

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

Signature(s)

Date of Signature
Y M D

(13) Address for Service:

(14) Municipal Address of Property: Multiple

(15) Document Prepared by:
Alan Sless
Borden Ladner Gervais LLP
Scotiabank
40 King Street West
TORONTO, ON M5H 3Y4

Fees and Tax
Registration Fee: 600

Condominium Act, 1998

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

Essex Standard Condominium Corporation No. 100 (known as the "Corporation") certifies that:

1. The copy of By-law No.3 attached as Schedule "A" is a true copy of the By-law.
2. The By-law was made in accordance with the Condominium Act, 1998.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 15th of November, 2002

**ESSEX STANDARD CONDOMINIUM
CORPORATION NO. 100**

Per: _____

Name: James Ellis
Title: President

Per: _____

Name: Patrick D'Amore
Title: Vice-President

We have authority to bind the Corporation.

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 100

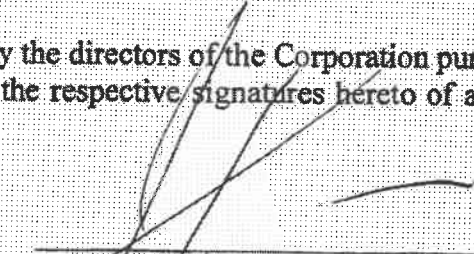
BY-LAW NUMBER 3

BE IT ENACTED as a By-law of Essex Condominium Corporation No. 100 (hereinafter referred to as the "Corporation") as follows:

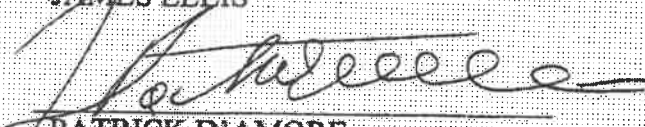
1. That the Corporation assume or enter into an agreement substantially in the form of agreement annexed hereto as Schedule "A" (hereinafter called the "Shared Facility Agreement") with Essex Condominium Corporation No. 70 for the purposes of:
 - (a) confirming the provisions of the declaration of the Corporation pertaining to the control over the use and maintenance of the Shared Facility as therein defined;
 - (b) providing for the mutual use and regulation of the Shared Facility; and
 - (c) providing for or regulating those other matters therein set forth.
2. That the Corporation be and it is hereby authorized to execute any further documents or other assurances with Essex Condominium Corporation No. 70 or its successors and assigns, as may be required from time to time in order to give effect to the provisions of the Shared Facility Agreement.
3. That all terms, provisions and conditions set out in the Shared Facility Agreement, including without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified, sanctioned and confirmed.
4. That the President, Vice-President or Secretary of the Corporation be and he is hereby authorized to execute, on behalf of the Corporation, the Shared Facility Agreement, together with all other documents or instruments which are ancillary to the Shared Facility Agreement, including without limitation, all instruments or affidavits which may be required in order to register the Shared Facility Agreement on the title to the condominium property and/or the adjacent lands. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.

The foregoing By-law No. 3 is hereby passed by the directors of the Corporation pursuant to the Condominium Act of Ontario as evidenced by the respective signatures hereto of all the directors.


DATED at Toronto, this 15th day of November, 2002.



 JAMES ELLIS



 PATRICK D'AMORE



 BONNIE ELLIS

The undersigned, which own 100% of the units, hereby confirm, pursuant to the provisions of the Condominium Act of Ontario, the foregoing By-law No. 3 of the said Corporation signed by all of the directors of the said Corporation, as By-law No. 3 hereto, pursuant to the provisions of the said Condominium Act on the 15th day of Novmeber, 2002.

4 of 4

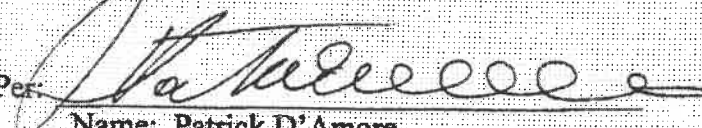
DATED at Toronto, this 15th day of August, 2002.

**ESSEX STANDARD CONDOMINIUM
CORPORATION NO. 100**

Per:


Name: James Ellis
Title: President

Per:


Name: Patrick D'Amore
Title: Vice-President

We have authority to bind the Corporation.

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 100

BY-LAW NO. 4

STANDARD UNIT BY-LAW

WHEREAS:

1. The *Condominium Act, 1998* (the "Act") requires that the determination of what constitutes an "improvement" to a condominium unit shall be determined by reference to a standard unit definition;
2. Essex Condominium Corporation No. 100 (the "Corporation") is responsible to insure the condominium units of Essex Condominium Corporation No. 100 exclusive of the "improvements" to the units;
3. Each unit owner is responsible to insure the improvements to his or her unit;
4. The Act requires existing condominiums that wish to establish a standard unit definition to do so by bylaw;
5. Any component of a unit over and above the defined "standard unit" is considered to be an "improvement" to the unit.

THEREFORE BE IT RESOLVED AS A BY-LAW OF THE CORPORATION AS FOLLOWS:

1. The standard unit component of each unit of Essex Condominium No. 100 shall include only:
 - a) The ceilings completed to the drywall (including taping and sanding), plaster or other final covering such as textured decorator ceilings in all rooms except kitchen and bathroom;
 - b) Floor assemblies constructed to and including the sub-floor;
 - c) All installations with respect to the provision of water and sewage services;
 - d) All installations with respect to the provision of heat and ventilation, including without limiting the generality of the foregoing an energy efficient gas furnace;
 - e) All installations with respect to the provision of air conditioning, if any, that are within the unit boundaries or servicing the unit;
 - f) All installations with respect to the provision of electricity, telephone cable and rough-ins (maximum of 3 locations), cable television and rough-ins (maximum of 3 locations), all requisite smoke detectors as required by applicable

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

Applicant(s)

Name ESSEX STANDARD CONDOMINIUM CORPORATION NO. 100
Address for Service Clarks Barristers & Solicitors
 Suite 1200 Canada Bldg.
 374 Ouellette Ave.
 Windsor, Ont.
 N9A 1A8

Essex Standard Condominium Corporation No. 100 hereby certifies that by-law number 4 attached hereto See Schedules is a true copy of the by-law. The by-law was made in accordance with the Condominium Act. The owners of a majority of the units of the corporation have voted in favour of confirming the by-law.

I, Fran Sorrell, Secretary, have the authority to bind the corporation.

Signed By

Andrea Mary Thielk 1200 Canada Building, 374 acting for Signed 2011 03 23
 Ouellette Ave Applicant(s)
 Windsor
 N9A 1A8

Tel 519-254-4990
 Fax 8

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

Submitted By

ANDREA THIELK BARRISTER & SOLICITOR 1200 Canada Building, 374 2011 03 23
 Ouellette Ave
 Windsor
 N9A 1A8

Tel 519-254-4990
 Fax 8

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
 Total Paid \$60.00

File Number

Applicant Client File Number : 05-0082

- regulation, one standard dryer electrical outlet, one standard stove electrical outlet;
- g) Interior partitions and walls completed to the drywall (including taping and sanding), plaster or other final covering such as flat paint, one colour throughout, trim painted;
 - h) Partitions and walls between units completed to the drywall (including taping and sanding);
 - i) Such other components of the unit which the declarant of the condominium would have been required to construct by the then current regulations (as at the time of the damage or repair) in order to achieve registration of the condominium plan;
 - j) Single compartment laundry sink (plastic);
 - k) "Builder's Standard" toilets, bathtubs (drop in tubs in master bath), shower stalls, bathroom sinks, showers, kitchen sinks (double stainless steel), plumbing fixtures, light fixtures, kitchen exhaust fans (two speed), closets, railings, kitchen cabinets (with plastic laminate countertops), and bathroom vanities, inclusive of countertops; one gas fireplace;
 - l) Such other components such as kitchen and laundry room/mud room floor coverings in ceramic; ceramic wall tile in bathrooms and foyer; carpet - "Builder's Standard" (including underpad);
2. Anything within the unit boundaries of a unit which is over and above such minimum requirements set out above shall be considered an improvement to the unit.
 3. For clarification, the consequence of such definition of "standard unit" is to cause all components of each and any and every building or structure that is not specifically stated to be part of the standard unit to be classified considered and defined as an "improvement" thereby making the owner(s) of such unit completely responsible for all insurance relating thereto and relieving the Corporation from being required to provide or maintain any insurance account thereof.
 4. If any component of the standard unit must be "upgraded" or changed in order to comply with any applicable governmental or authority regulation or code while being repaired or replaced on account of insurable damage or destruction, the said upgrade or change shall be considered part of the standard unit despite not being clearly defined herein as being part of the standard unit.

Note: In case of any dispute as to what constitutes "Builder's Standard" a comparison shall be had to, the quality of cabinetry and vanities being offered by builders of new construction at the time of damage of similar value to the unit in which or to which the

damage has occurred. If there is any disagreement as to what constitutes a "Builder's Standard", the issue shall be exclusively and conclusively determined by the insurance adjuster(s) retained by and acting on behalf of the condominium's insurer and the decision of such adjuster(s) shall be binding on the condominium and all its owners and mortgagees.

WITNESS the seal of the Corporation.

ENACTED by the Board on this 2nd day of February, 2011

Bryan S. Mitchell
President

[Signature]
Secretary

CONFIRMED by the members on the 2nd day of February, 2011

[Signature]
Secretary

SCHEDULE A

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 100

BY-LAW NO. 5

A by-law respecting the borrowing of money, the issue of securities, and the securing of liabilities by the Corporation:

BE IT ENACTED as a by-law of Essex Standard Condominium Corporation No. 100 (herein referred to as "the Corporation") THAT:

1) The Board of Directors of the Corporation is hereby authorized to borrow the principal sum of \$175,000.00 to finance necessary building repairs up to a maximum of 75% of the total cost of these repairs deemed required, as set out in Schedule "1", on such reasonable terms and conditions as the Board deems proper, as illustrated in Schedule "2" and in accordance with the *Condominium Act, 1998* and the Corporation's Declaration, By-Laws and Rules and for this purpose may:

- (a) borrow money on the credit of the Corporation;
- (b) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts and unpaid calls, rights, powers, franchises and undertakings to secure any such securities or other money borrowed, or other debts, or any other obligation or liability of the Corporation;
- (c) delegate to such one or more of the officers and directors of the Corporation as may be designated by the directors all or any of the powers conferred by the foregoing clauses of this by-law to such extent and in such manner as the directors shall determine at the time of such delegation; and
- (d) give indemnities to any director or person who has undertaken or is about to undertake any liabilities on behalf of the Corporation, and secure any such director or other person against loss by giving him by way of security a mortgage or charge upon the whole or any part of the real and personal property, undertaking, and rights of the Corporation.

All directors and officers of the Corporation are authorized and directed to execute, sign, attest the signing of, and affix the seal of the Corporation to all legal and other documents, instruments and writings to record papers and do whatever is necessary and proper to give effect to this By-Law.

The Corporation hereby enacts the foregoing By-law by majority vote of the Board of Directors as evidenced by the following signatures:

PASSED by the Directors and sealed with the Corporate Seal on the 6th day of May 2013.

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 100

Per: Carla LeClair
CARLA LECLAIR - President

Per: Barbara Nantais
BARBARA NANTAIS - Vice-President

SCHEDULE "1"
SCOPE OF WORK

ROOF REPLACEMENT PROGRAM

Remlap Building Services Inc. ("Remlap") has prepared a Summary of the Scope of Work for the Roof Replacement Program at the subject site, as follows:

Summary of Current Roof Condition

The existing granulated surface modified bitumen membrane has started to deteriorate on the surface due to the fact that the surface holds water which has caused the granules to erode from the surface which is installed to protect the membrane itself.

Also, the membrane is ridging and blistering at various locations through the roof area.

The current rigid insulation has an R-value of 15 and is not wet at this time.

Scope of Work

Based on the known facts listed above, Remlap recommends the following:

The current roof system is to remain in place.

The existing granulated surface membrane is required to be primed over the entire surface to allow for adhesion of new roof system.

Once the surface is primed, then the blisters and ridges would be cut out to allow for application of a single-ply base sheet.

Then a flood coat of hot asphalt would be applied on top and then 1/8 inch asphalt recovery board would be applied on top and walked-into-place to achieve good adhesion.

A modified bitumen base sheet membrane would then be mopped into place on top of the asphalt recovery board.

Next, another modified bitumen base sheet membrane would be torched into place on top of the first ply of base sheet.

Once the flashing membranes are completely installed, then the entire roof area would be flood coated with asphalt before embedding roofing gravel (pea stone) on top.

New roof flanges would be installed around the vent pipe stacks and exhaust stacks including new roof drains.

All roof perimeter metal cap flashings would be installed new, sloping toward roof area, instead of lying dead flat on top of the roof perimeters.

SCHEDULE "2"
FINANCING THE SCOPE OF WORK

The Board of Directors (the "Board") on behalf of the Corporation, as Borrower, shall review the following options with its Lender in connection with the construction required for repairs to the rooftop and building structure and shall have the discretion to select the rates and terms for borrowing from the Lender which, in the Board's absolute discretion, is deemed to be in the best interests of the Corporation.

The Lender has offered the following proposed financing credit facilities to the Borrower for discussion purposes. The actual terms and conditions on which the Lender may extend credit may change, following the Lender's review of the Corporation's business and applicable credit information.

Facilities:

Facility #1: Interim Construction Loan in the amount of \$175,000.00

Facility #2: Reducing Demand Loan in the amount of \$175,000.00

Term:

Facility #1: 6 months from closing by which time Facility #1 is to be taken out via Facility #2 with monthly repayment to commence.

Facility #2: Up to 5 years from takeout under Facility #1.

Amortization:

Facility #1: Not applicable.

Facility #2: Up to 7 years from takeout under Facility #1.

Pricing Options:

Facility #1: Floating Rate Loans: Prime + 1.50% (currently equates to 4.50%)

Facility #2:

Floating Rate Loans: Prime + 1.50%

Fixed Rate Loans: To be determined at time of funding based on amortization chosen by Borrower.

Current indicative rates are as follows:

1 year	4.15%
2 year	4.40%
3 year	4.70%
4 year	4.90%
5 year	5.15%

Costs:

There is a set-up fee of \$1,000.00. Annual renewal fee of \$350.00 per annum (included in the set-up fee in year 1). All costs are to be paid by Borrower.

Security:

Security to be prepared by a lender-appointed solicitor and acceptable to the Lender, and to include:

- First position registered General Security Agreement with Solicitor's Letter of Opinion and Directors' Resolution authorizing Financing;
- General Assignment of Lien Rights to Lender;
- Assignment of Fire/ Public Liability Insurance to Lender.

Repayment:

Facility #1: Interest only payments during Interim Construction Loan (i.e. during construction period).

Facility #2: Monthly payments of principal and interest shall be paid by the Borrower to the Lender under the Reducing Demand Loan (i.e. take out loan once substantial completion of the scope of work is achieved) pursuant to the financing terms (term and amortization) chosen by the Board.

Covenants/ Terms & Conditions:

Test thresholds and formula definitions will be determined upon the Lender's completion of its due diligence.

- Within 120 days of fiscal year end, the Borrower will provide Lender the following:
 - Minimum annual audited financial statements;
 - Copy of annual Approved Budget;
 - Listing of delinquent assessment accounts;
- Provide Lender with an updated Reserve Fund Study when completed in accordance with the provincial Condominium Act;
- Notify the Lender within 10 calendar days upon any change in Property Manager/ Management Company status.
- The Borrower agrees to collect sufficient, annual common fees and/or special assessments to repay the Lender.
- Minimum Debt Service Coverage "DSC" Ratio of not less than 1.00 x to be maintained at all times, as tested annually based on audited year-end statements. DSC is to be calculated as follows:

Earnings before interest and taxes plus Funds allocated to reserves - unfinanced capital expenditures
Principal + Interest

- Borrower not to further encumber the Corporation or take on any additional financed renovations during the term of the loan without the Lender's prior written consent.
- All banking to be established/ maintained at the Lender, into which income generated by the Corporation shall be deposited.

FOR OFFICE USE ONLY

L 10377627

CERTIFICATE OF RECEIPT

ESSEX (W) WINDSOR

'02 NOV 6 AM 8 47

(1) Registry

Land Titles

(2) Page 1 of 23 pages

(3) Property Identifier(s)

Block 70549 - Property 0232
70549 - 0323

Additional See Schedule

(4) Nature of Document

CONDOMINIUM DECLARATION

(5) Consideration

NIL

Dollars \$

(6) Description

FIRSTLY:
All of Lots 37 to 46 (incl), Part of Block "Z"
Registered Plan 1007, Town of LaSalle
designated as Parts 18 to 21 (incl) Plan 12R-16079
being all of PIN 70549-0232
SECONDLY:
Part of Block "AG", Registered Plan 1007, Town of LaSalle
designated as Part 1 on Plan 12R-19285
being all of PIN 70549-0323
more particularly described in Schedule "A" attached hereto.

New Property Identifiers

Additional See Schedule

Executions

Condo # 100

Additional See Schedule

(7) This Document Contains:

(a) Redescription New Easement Plan/Sketch

(b) Schedule for:

Description Additional Parties Other

(8) This Document provides as follows:

See Condominium Declaration attached hereto.

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest)

Name(s)

WOODLOT MANOR INC. (Declarant)

Signature(s)

Date of Signature

Y M D
2002 09 24

James Ellis - President

I have authority to bind the Corporation

(11) Address for Service

933 Goyeau Street, Windsor, Ontario, N9A 3H7

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

Y M D

(13) Address for Service

(14) Municipal Address of Property

6055 Ellis Street
LaSalle, Ontario

(15) Document Prepared by:

Carl S. Cohen
Wilson Walker LLP
443 Ouellette Avenue
Windsor, Ontario
N9A 6R4

Fees and Tax

Registration Fee

Condo-100

Total

\$ 710.00

FOR OFFICE USE ONLY

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the *Condominium Act, 1998, S.O. 1998, C.19*, and the regulations made thereunder, as amended from time to time (all of which are hereinafter collectively referred to as the "Act"), by:

WOODLOT MANOR II INC.
(hereinafter called the "Declarant")

WHEREAS:

- A. The Declarant is the owner in fee simple of certain lands and premises situate in the Town of Lasalle, in the County of Essex, in the Province of Ontario and being more particularly described in Schedule A" annexed hereto and in the description submitted herewith by the Declarant (hereinafter called the "Description") for registration in accordance with the Act and which lands are sometimes referred to as the "Lands" or the "Property";
- B. The Declarant has constructed one (1) building upon the Property containing thirty-six (36) residential units, sixty-six (66) parking units, twenty-seven (27) storage units and one (1) meeting room unit as more particularly described in this Declaration; and
- C. The Declarant intends that the Property together with the buildings constructed thereon shall be governed by the Act and that the registration of this Declaration and the Description will create a freehold standard condominium corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

**ARTICLE I.
INTRODUCTORY**

1.1 Definitions

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

- (a) "Board" means the Corporation's Board of Directors;
- (b) "By-Laws" means the by-laws of the Corporation enacted from time to time;
- (c) "Common Elements" means all the Property except the Units;
- (d) "Corporation" means the Condominium Corporation created by the registration of this Declaration;
- (e) "Exclusive Use Common Elements" means those parts of the Common Elements identified in Schedule "F" attached hereto;
- (f) "Meeting Room Unit" means Unit 9 on Level 1
- (g) "Owner" means the Owner or Owners of the freehold estate(s) in a Unit, but does not include a mortgagee unless in possession;
- (h) "Parking Unit(s)" means Units 37 to 102 on Level 1;
- (i) "Residential Unit(s)" means Units 1 to 8 inclusive on Level 1, Units 1 to 10 on Level 2, Units 1 to 9 on Level 3 and Units 1-9 on Level 4;
- (j) "Rules" means the Rules passed by the Board;
- (k) "Storage Unit(s)" means Units 10 to 36 on Level 1;

- (i) "Units" means the Residential Units, the Parking Units, the Storage Units and the Meeting Room Unit.

1.2 Act Governs the Property

The Lands described in Schedule "A" annexed hereto and in the Description together with all interests appurtenant to the Lands are governed by the Act.

1.3 Standard Condominium

The registration of this Declaration and the Description will create a standard condominium corporation.

1.4 Consent of Encumbrancers

The consent of every person having a registered mortgage against the Property or interests appurtenant thereto is contained in Schedule "B" attached hereto.

1.5 Boundaries of Units and Monuments

The monuments controlling the extent of the Units are the physical surfaces mentioned in the boundaries of Units in Schedule "C" attached hereto.

1.6 Common Interest and Common Expenses

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners in the proportions set forth opposite each Unit number in Schedule "D" attached hereto and shall contribute to the Common Expenses in the proportion set forth opposite each Unit number in Schedule "D" attached hereto. The total of the proportions of the common interests and proportionate contribution to Common Expenses shall each be one hundred (100%) percent.

1.7 Address for Service, Municipal Address and Mailing Address of the Corporation

The Corporation's address for service shall be c/o Woodlot Manor II Inc., 933 Goyeau Street, Windsor, Ontario, N9A 1H7, or other address as the Corporation may by resolution of the Board determine, and the Corporation's mailing address shall be c/o Woodlot Manor II Inc., 933 Goyeau Street, Windsor, Ontario, N9A 1H7. The Corporation's municipal address is 6055 Ellis Street, LaSalle, Ontario.

1.8 Approval Authority Requirements

There are no conditions imposed by the approval authority to be included in this Declaration.

1.9 Architect/Engineer Certificates

The certificate(s) of the architect and/or engineer(s) that all buildings have been constructed in accordance with the regulations is/are contained in Schedule "G" attached hereto.

ARTICLE II.
COMMON EXPENSES

2.1 Specification of Common Expenses

Common Expenses means the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money designated as common expenses in the Act and this Declaration and without limiting the generality of the foregoing, shall include those expenses set out in Schedule "E" attached hereto.

2.2 Payment of Common Expenses

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

2.3 Reserve Fund

- (a) The Corporation shall establish and maintain one or more Reserve Funds and shall collect from the Owners as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation; and
- (b) No part of the Reserve Fund shall be used except for the purpose for which the funds were established. The Reserve Fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation in accordance with the Act.

2.4 Status Certificate

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

ARTICLE III COMMON ELEMENTS

3.1 Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-laws and any Rules, each Owner has the full use, occupancy and enjoyment of the whole or any parts of the Common Elements, except as herein otherwise provided.

3.2 Exclusive Use Common Elements

Subject to the provisions of the Act, this Declaration, the By-laws and the Rules of the Corporation, the Owners of certain Residential Units shall have the exclusive use of those parts of the Common Elements designated in Schedule "F" attached hereto, it being understood that the exclusive use enjoyed by such Residential Unit Owners may be regulated by the By-laws and/or the Rules of the Corporation. In addition, the Corporation shall have a right of access to the Exclusive Use Common Elements at all reasonable times to perform maintenance, repairs, additions, alterations or improvements thereto.

3.3 Restricted Access

- (a) Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated by the Board, from time to time; and
- (b) This paragraph 3.3 shall not apply to any mortgagee holding mortgages on at least thirty percent (30%) of the Units who shall have a right of access for

inspection upon forty-eight (48) hours notice to the Corporation or its property manager.

3.4 Modifications of Common Elements, Assets and Services

(a) General Prohibition

No owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with Section 98 of the Act.

(b) Non-Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may make an addition, alteration, or improvement to the Common Elements, a change in the assets of the Corporation or a change in a service that the Corporation provides to the Owners in accordance with subsections 97(2) and (3) of the Act.

(c) Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may, by a vote of Owners who own at least sixty-six and two thirds (66-2/3%) percent of the Units, make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owner in accordance with subsections 97 (4), (5) and (6) of the Act.

3.5 Pets

No animal, livestock or fowl, other than those household domestic pets as permitted pursuant to Article IV of this Declaration are permitted to be on or about the Common Elements, except for ingress to and egress from a Unit. All dogs and cats must be kept under personal supervision and control and held by leash at all times during ingress and egress from a Unit and while on the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger to the residents of the Corporation is permitted to be on or about the Common Elements.

3.6 Visitors Parking

No Owner nor his tenant nor members of the household of an Owner shall park upon any portions of the Common Elements designated as visitors parking. Provided that the Declarant, its sales personnel, invitees and prospective purchasers may park motor vehicles upon the visitors' parking areas until such time as all Units are sold and conveyed by the Declarant.

ARTICLE IV.
UNITS

4.1 General Restrictions

The occupation and use of the Units shall be in accordance with the following restrictions and stipulations:

- (a) Each Residential Unit shall be occupied and used in accordance with the applicable zoning by-laws pertaining to the Property and for no other purpose whatsoever. The foregoing shall not prevent the Declarant from completing the building and all improvements to the Property, maintaining Residential Units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs for

marketing/sales/leasing purposes upon the Common Elements, and within or outside any unsold Residential Unit, until all Residential Units in the Corporation have been sold by the Declarant, or its related companies.

- (b) The Meeting Room Unit shall be occupied and used only for the purposes of conducting meetings, conferences, parties or as a recreational room, and in accordance with applicable zoning by-laws pertaining to the Property.
- (c) Each Parking Unit shall be used and occupied only for motor vehicle parking purposes in strict accordance with the restrictions imposed by this Declaration and by the Rules of the Corporation. Each Parking Unit shall be used for parking one motor vehicle only. For the purpose of this Declaration, the term "motor vehicle" shall mean a private passenger automobile, station wagon, mini-van, sport utility vehicle, pick-up truck, motorcycle and such other types of vehicles as may be permitted by the Board from time to time.

The owner of each Parking Unit shall maintain such Parking Unit in a clean and broom-swept condition. Notwithstanding the foregoing, the Corporation may provide in its annual budget for the cleaning and sweeping of Parking Units.

While the Declarant continues to own Residential Units, the Meeting Room Unit and/or Parking Units in this Condominium, the Declarant and its employees, agents, contractors and invitees shall be entitled to use such Parking Units that are owned by the Declarant.

- (d) Each Storage Unit shall be used only for the purposes of storage of personal belongings in accordance with the restrictions imposed by this Declaration and by the Rules of the Corporation.
- (e) No Unit shall be occupied or used by anyone in such a manner as is likely to damage the Property or that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements and the other Units or as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation.
- (f) If an Owner shall do or permit anything to be done in a Unit and/or Common Elements or bring or keep anything thereon which will in any way increase the risk of fire or other perils insured against and consequently will increase the premium of the policy or policies of insurance obtained from time to time by the Corporation, then such Owner shall pay with his next monthly contribution towards the Common Expenses after receipt of notice from the Corporation, all increases in premium in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards common expenses and recoverable as such;
- (g) Each Owner shall comply and shall require all members of his or her family, residents, tenants, invitees and licensees to his or her Unit to comply with the Act, this Declaration, the By-laws, the Rules and the Shared Facilities Agreement.
- (h) No change shall be made in the colour of any roof shingles, paint, exterior glass, window, door or screen of any Unit except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the building, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his Unit, except with the prior written consent of the Board, and further, when approved, subject to the Rules. All shades or other window coverings shall be white or off white when visible from the outside and all draperies shall be lined in white or off white to present a uniform appearance to the exterior of the building. No flags, banners, sheets, slogans, foil, wood, plastic, metal unpainted or painted shall be affixed, attached to, hung, displayed or placed in any manner in any window. No clothesline or similar device shall be

allowed on any portion of the Property nor shall clothes or other laundry be hung anywhere on the Property.

- (j) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any Unit, except for signs marketing the Property or the Corporation or Units contained therein by the Declarant and/or its related companies.
- (l) No animal, livestock or fowl of any kind other than general household domestic pets, including cats, dogs, canaries, budgies or other small caged birds, or an aquarium of goldfish or tropical fish, shall be kept or allowed in any Unit. No pet, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the Property. No breeding of pets for sale or otherwise shall be carried on, in or around any Unit. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger to the residents of the Corporation, shall be permitted in any Unit.
- (k) In the event the Board determines, in its sole discretion, acting reasonably, that any noise is being transmitted to another Unit and that such noise is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Unit is adjacent to or wherever situated in relation to the offending Unit), then the Owner of such Unit shall at his/her own expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. In the event the Owner of such Unit fails to abate the noise, the Board shall take such steps as shall be necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, which expenses are to include reasonable solicitor's fees on a solicitor and his/her own client basis which shall be deemed to be additional contributions to common expenses and recoverable as such.
- (i) No Owner shall make any structural change, renovation, alteration or addition to his Unit without the prior written consent of the Board, which consent shall not be unreasonably withheld. In order to maintain a uniform appearance of the Units, the Board shall have the right to prescribe the exterior colour of any Unit, including paint, roof shingles and window tint. When requesting such consent, the Owner shall provide to the Board a copy of the plans relating to the proposed structural change, renovation, alteration or addition and such other information as may be required by the Board. The Board, or its authorized agent, shall review such plans and information for the purpose of confirming, in its sole and absolute discretion, that the proposed structural change, renovation, alteration or addition will not:
 - (i) adversely affect the structural integrity of the Unit or any other Unit;
 - (ii) detract from the use or enjoyment by an Owner or occupant of any other Unit;
 - (iii) negatively impact the aesthetic appearance of the condominium townhouse complex;
 - (iv) increase the insurance premiums relating to any policy of insurance maintained by the Corporation;
 - (v) obstruct access to any utility easements or public services;
 - (vi) encroach on the Common Elements or any other Unit;
 - (vii) obstruct the drainage pattern of the Property; or
 - (viii) offend any provisions of any municipal or zoning by-law or restriction;

- (m) No exterior aerial antenna shall be placed on the Property provided satellite dishes not exceeding twenty-five (25") inches in diameter may be permitted only, with the express written consent of the Board which consent may not be unreasonably withheld.
- (n) No portable or window air conditioner shall be placed or installed on the outside of window sills or projections.
- (o) No boundary, load-bearing or partition wall, floor, door or window contained in or forming part of a Unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Board, (which consent shall not be unreasonably withheld);
- (p) No Owner shall place, leave or permit to be placed or left on the Property comprising part of the Unit any debris, refuse or garbage; and
- (q) No Owner shall alter the grade of the Property or install any landscaping or other improvements on or to the Unit which may obstruct the drainage pattern of the Property as determined by the Board in its sole discretion;

4.2 Leasing of Units

Notification of Lease:

- (a) Where an Owner leases his/her Unit, the Owner shall within thirty (30) days of entering into a lease or a renewal thereof:
 - (i) notify the Corporation that the Unit is leased;
 - (ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01;
 - (iii) provide the lessee with a copy of the Declaration, By-laws and rules of the Corporation;
 - (iv) provide to the Corporation the tenant's name and the Owner's address.
- (b) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the Owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the common expenses and shall pay the same to the Corporation.
- (c) An Owner leasing his/her Unit shall not be relieved thereby from any of his/her obligations with respect to the Unit, which shall be joint and several with his/her tenant.

ARTICLE V. MAINTENANCE AND REPAIRS

5.1 Repairs and Maintenance by Owner

- (a) Each Owner shall maintain his/her Residential Unit, and subject to the provisions of the Declaration, each Owner shall repair his/her Residential Unit after damage and all improvements and betterments made or acquired by an Owner, all at his/her own expense. Each Owner shall be responsible for all damages to any and all other Units and the Common Elements which are caused by the failure of the Owner or those for whom the Owner is responsible to so maintain and repair the Unit. In addition, and without limiting the generality of the foregoing, each Owner shall:

- (i) Maintain the interior surface of doors which provide the means of ingress and egress from his unit and repair damage to those doors caused by the negligence of tenants, patrons or invitees to his unit;
- (ii) Maintain the interior surfaces of all windows and window sills contiguous to his unit and maintain and repair any skylights which are wholly or partly within his unit;
- (iii) Maintain and repair the heating, air-conditioning and ventilation equipment which serves his unit; and
- (iv) Maintain those parts of the common elements over which he has the exclusive use;

Notwithstanding the foregoing, for the purposes of determining the repair responsibilities of the Owner, the following items shall be deemed to be excluded from the Residential Units and the responsibility for the repair of same shall be that of the Corporation:

- (i) Any exterior window and window frame, door and door frame, leading out of the unit;
- (ii) Any concrete floor slab, wooden floor joists, load bearing beams, load bearing columns, footings, structural members or load bearing partitions contained within the unit;
- (iii) Any pipe, wire, cable, conduit, duct, shaft or public utility line used for power, water, drainage, telephone, cable television, heating, air-conditioning and fire protection including the fire protection equipment which is located within the unit and provides service to another Unit or Units, but the Residential Unit shall include all fixtures, outlets and other facilities with respect to any such service or utility which is located within the boundaries of the Residential Unit and which serves the Residential Unit only.

Each Owner shall be responsible for all damages to any and all other Units and to the Common Elements, which are caused by the failure of the Owner to maintain and repair his Residential Unit, save and except for any such damages to the Common Elements and other Units for which the cost of repairing same may be covered under any policy or policies of insurance held by the Corporation, provided that the Owner in question shall be responsible to reimburse the Corporation, on demand, for the deductible portion of any claim.

- (b) The Corporation shall conduct such maintenance and make any repairs that an Owner is obliged to make and that he/she does not make within a reasonable time and in such an event, an Owner shall be deemed to have consented to having said maintenance and/or repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such maintenance and repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such maintenance and repairs, and all such costs shall bear interest at the rate of eighteen (18%) per cent per annum calculated monthly, until paid by the Owner. The Corporation may collect all such costs in such instalments as the Board may decide upon. The instalments shall form part of the monthly contributions towards the common expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such; and

5.2. Responsibility of Owner for Damage

Each Owner shall be responsible for all damage to any and all other Units and to the Common Elements, which is caused by the failure of the Owner to maintain and repair his/her Unit and such parts of the Common Elements for which he is responsible or caused by the negligence or wilful misconduct of the Owner, his/her

tenants, licensees or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of Insurance held by the Corporation.

5.3. Repair and Maintenance by Corporation

The Corporation shall maintain and repair the Common Elements at its own expense and shall be responsible for the repair of exclusive use common elements; however, the Corporation shall not be responsible for those parts of the Common Elements which are required to be maintained and repaired by the Owners pursuant to paragraph 1 of this Section. Notwithstanding anything to the contrary contained in paragraph 1 of this Section and Schedule "C", the Corporation shall be responsible for the maintenance and repair of all pipes and other facilities used for fire sprinkling and fire protection, excluding any facility or equipment which may have been installed by an Owner within his Residential Unit.

5.4. Each Owner shall permit every other Owner of a unit within his or her townhome block of units to enter upon the front and rear yard areas of his or her Unit as may be reasonable and necessary for the purpose of enabling such other Owner to maintain and repair such other Owners Unit.

ARTICLE VI.
INDEMNIFICATION

6.1 Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his family, guests, visitors or tenants to or with respect to the Common Elements and/or all other Units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward common expenses payable by such Owner and shall be recoverable as such.

ARTICLE VII.
INSURANCE

7.1 By the Corporation

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance, in one or more policies:

(a) "All Risk" Insurance:

Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:

- (i) the Property and building, but excluding improvements made or acquired by an Owner, and
- (ii) all assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Owners;

in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause as determined by the Board from time to time.

(b) Policy Provisions

Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act, this Declaration and the Insurance Trust Agreement) and shall contain the

following provisions:

- (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by anyone of the above;
- (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation and to the Insurance Trustee;
- (iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;
- (iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and
- (v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.

(c) Public Liability Insurance:

Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit.

(d) Boiler, Machinery and Pressure Vessel Insurance

Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable.

7.2 General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may in writing, authorize any Owner, in writing, to adjust any loss to his/her Unit.
- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 7.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right.
- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the Record of the Corporation who have requested

same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;

- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act;
- (e) Where insurance proceeds are received by the Corporation or any other person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in this Article VIII; and
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.

7.3 By the Owner

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance must be obtained and maintained by each Owner at such Owner's own expense:

- (a) Insurance on any improvements to a Residential Unit to the extent same are not covered as part of the standard unit by the insurance obtained and maintained by the Corporation and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within the Unit and the personal property and chattels stored elsewhere on the Property, including automobiles, and for loss of use and occupancy of the Residential Unit in the event of damage. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties.
- (b) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
- (c) Insurance covering the deductible on the Corporation's main policy for which an owner may be responsible.

Owners are recommended to obtain, although it is not mandatory, insurance covering special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.

**ARTICLE VIII
INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE**

8.1 The Corporation shall enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under the Loan and Trust Corporations Act, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:

- (a) the receipt by the Insurance Trustee of any proceeds of insurance in excess of fifteen (15%) percent of the replacement costs of the property covered by the insurance policy.

- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration, and any amendments thereto.
- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement.
- (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

If the Corporation is unable to enter into such agreement with such Trust Company or such Chartered Bank, by reason of its refusal to act, the Corporation may enter into such agreement with such other Corporation authorized to act as a Trustee, as the Owners may approve by by-law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.

8.2 In the event that:

- (a) the Corporation is obligated to repair or replace the Common Elements, any Unit, or any asset insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs;
- (b) there is no obligation by the Corporation to repair or replace, and if there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the Owners in the proportion of their respective interests in the Common Elements and shall pay such proceeds to the Owners in such proportions upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Certificate of Lien registered by the Corporation against such Unit, in accordance with the priorities thereof;
- (c) the Board, in accordance with the provisions of the Act, determines that:
 - (i) there has not been substantial damage to twenty-five (25%) per cent of the buildings; or
 - (ii) there has been substantial damage to twenty-five (25%) per cent of the buildings and within sixty (60) days thereafter the Owners who own eighty (80%) per cent of the Units do not vote for termination,

the Insurance Trustee shall hold all proceeds for the Corporation and Owners whose Units have been damaged as their respective interests may appear and shall disburse same in accordance with the provisions of this Declaration and the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of this Declaration and the Act.

**ARTICLE IX.
GENERAL MATTERS AND ADMINISTRATION**

9.1 Rights of Entry to the Unit

- (a) The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition

which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation. In addition, the Corporation, its agents or any other person authorized by the Board shall be entitled to enter where necessary, any Unit at such reasonable time(s) to facilitate window washing:

- (b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and this provision constitutes notice to enter the Unit in accordance with the Act for the purpose of repairing the Unit, Common Elements, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists;
- (c) If an Owner shall not be personally present to grant entry to his Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care;
- (d) The Corporation shall retain a master key to all locks to each Unit. No Owner shall change any lock or place any additional locks on the doors to any Unit or in the Unit; and
- (e) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-laws.

9.2 Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of anyone or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

9.3 Waiver

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

9.4 Interpretation of Declaration

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

9.5 Headings

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

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

DATED at Windsor this 29th day of September, 2002.

WOODLOT MANOR II INC.

Per. _____

Name: James Ellis

Title: President

I have authority to bind the Corporation

SCHEDULE 'A'

Standard

In the Town of LaSalle, in the County of Essex and Province of Ontario, being composed of

FIRSTLY:

All of Lots 37 to 46 (inclusive) and Part of Block "Z" (created by Judge's Order dated May 12, 1997 registered as Instrument R1384804) according to a Plan registered in the Land Registry Office for the Registry Division of Essex (12) as Registered Plan 1007 designated as Parts 18 to 21 (inclusive) on a plan of survey of record deposited in the Land Registry Office for the Land Titles Division of Essex (12) as Plan 12R-16079, being all of PIN 70549-0232, hereinafter referred to as "Part of the Condominium Lands".

TOGETHER with a right of way for ingress and egress over those Parts of Essex Condominium Plan No. 70 designated as Parts 3, 11, 12 and 13 as shown on said Plan 12R-16079 as set out in Declaration registered as LT 0229653.

TOGETHER with an easement for utility purposes over those Parts of Essex Condominium Plan No. 70 designated as Parts 1, 7, 10, 11, 13, 14 and 15 as shown on said Plan 12R-16079 as set out in Declaration registered as LT 0229653.

SUBJECT to a right of way for ingress and egress in favour of the owners of Essex Condominium Plan No. 70 over those Parts of the said Block "Z" (created by Judge's Order dated May 12, 1997, registered as Instrument No R1384804) according to said Registered Plan 1007, designated as Part 18 as shown on said Plan 12R-16079 as set out in Declaration registered as LT 0229653.

SUBJECT to an easement for utility purposes in favour of the owners of Essex Condominium Plan No. 70 over those Parts of the said Block "Z" (created by Judge's Order dated May 12, 1997, registered as Instrument No R1384804) according to said Registered Plan 1007, designated as Parts 18, 19 and 20 as shown on said Plan 12R-16079 as set out in Declaration registered as LT 0229653.

SUBJECT to a right of way for a pedestrian access and emergency access in favour of the owners of Essex Condominium Plan No. 70 over those Parts of the said Block "Z" (created by Judge's Order dated May 12, 1997, registered as Instrument No R1384804) according to said Registered Plan 1007, designated as Part 19 as shown on said Plan 12R-16079 as set out in Declaration registered as LT 0229653.

SUBJECT to an easement in favour of Union Gas Limited over Lots 37 to 46 (inclusive) and Part of Block "Z" (created by Judge's Order dated May 12, 1997, registered as Instrument No R1384804) according to said Registered Plan 1007, designated as Parts 18 to 21 (inclusive) as shown on said Plan 12R-16079 as set out in Transfer No. LT 0328602.

SECONDLY:

Part of Block "AG" (created by Judge's Order dated September 5, 2000 registered as Instrument R1499549), according to said Registered Plan 1007, designated as Part 1 Plan 12R-19286 being all of PIN 70549-0323, hereinafter referred to as "Part of the Condominium Lands".

The aforesaid Firstly and Secondly described lands are all of the lands being declared and shall hereinafter be referred to as the "Condominium Lands".

In our opinion, based on the parcel register or abstract index and the plans and documents recorded therein, the legal description as set out above is correct, the easements hereinbefore described above exist in law or will exist in law upon the registration of the Declaration and the Description and the Declarant is the registered owner of the lands and appurtenant easements hereinbefore described.

Dated: September 9th, 2002.

BORDEN LADNER GERVAIS LLP
Solicitors and duly authorized representatives of
WOODLOT MANOR II INC.

Per: 
Alan M. Sless

SCHEDULE "B"

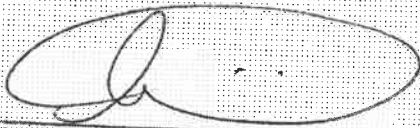
CONSENT

(under clause 7(2)(b) of the Condominium Act, 1998)

1. We Canadian Imperial Bank of Commerce have a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998 registered as Number LT 223208 in the Land Registry Office for the Land Titles Division of Essex (No. 12).
2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. We are entitled by law to grant this consent and postponement.

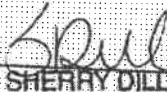
DATED this 25th day of September, 2002.

Per:



Name: ANN MARIE MERRICK
Title: Asst. General Manager

Per:



Name: SHERRY DILL
Title: Credit Analyst

We have authority to bind the Corporation.

SCHEDULE 'C'

Standard

Each Residential Unit, the Meeting Room Unit, the Storage Units and the Parking Units shall comprise the area within the heavy lines shown on Part 1, Sheets 2 and 3 of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheets 2 and 3 of the Description, and all dimensions shall have reference to them.

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

1. BOUNDARIES OF THE RESIDENTIAL UNITS

(being Units 1 to 8 inclusive on Level 1, Units 1 to 10 inclusive on Level 2, and Units 1 to 9 inclusive on Levels 3 and 4)

- a) Each Residential Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production.
 - ii) the backside surface and plane of the drywall sheathing on the ceiling and production for the Units on Level 4
 - iii) the lower surface and plane of the concrete ceiling slab above the Unit for the Units on Levels 1, 2 and 3.
- b) Each Residential Unit is bounded horizontally by:
 - i) the backside surface and plane of the drywall sheathing and production on a wall separating one unit from another such unit or from the common element.
 - ii) the unit side surface of all exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position, and the unit side surface of all glass panels contained therein.
 - iii) in the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

2. BOUNDARIES OF THE MEETING ROOM UNIT

(being Unit 9 on Level 1)

- a) The Meeting Room Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production.
 - ii) the lower surface and plane of the concrete ceiling slab above the Unit.
- b) The Meeting Room Unit is bounded horizontally by:
 - i) the backside surface and plane of the drywall sheathing and production on a wall separating one unit from another such unit or from the common element.
 - ii) the unit side surface of all exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position, and the unit side surface of all glass panels contained therein.
 - iii) in the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

3. BOUNDARIES OF THE STORAGE UNITS

(being Units 10 to 36 (inclusive) on Level 1)

- a) Each Storage Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production.
 - ii) the plane 2.30 metres above the upper surface of the concrete floor slab measured perpendicularly therefrom.

...continued

SCHEDULE 'C' ... CONTINUED

- b) Each Storage Unit is bounded horizontally by:
 - i) The Unit side surface and plane of the drywall sheathing and production separating one unit from another such unit or from the common element.
 - ii) The unit side surface and plane of the steel channel separating one unit from another such unit or from the common element.
 - iii) The unit side surface of the frame and metal exterior doors and door frames and the wire mesh screening contained therein the said doors being in a closed position.
 - iv) The Unit side surface of the plastic drain pipes.


4. **BOUNDARIES OF THE PARKING UNITS**

(being Units 37 to 102 (inclusive) on Level 1)

- a) Each Parking Unit is bounded vertically by:
 - i) the upper surface of the asphalt parking surface on which the Unit rests
 - ii) the plane 2.30 metres above the upper surface of the asphalt parking surface measured perpendicularly therefrom
- b) Each Parking Unit is bounded horizontally by:
 - i) Vertical planes defined by the survey monuments and measurements.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 2 and 3 of the Description.

September 9, 2002


 W. C. Stubberfield, Ontario Land Surveyor
 Verhaegen•Stubberfield•Hartley•Brewer•Bezaire Inc.

Reference should be made to the provisions of the Declaration itself, in order to determine the maintenance and repair responsibilities for any Unit, and whether specific physical components (such as any wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

SCHEDULE "D"

Standard

PROPORTION OF COMMON INTEREST AND THE COMMON EXPENSE
EXPRESSED IN PERCENTAGE

LEVEL	UNIT	PERCENTAGE	CALCULATION	TOTAL PERCENTAGE
1	1	2.58590%	1 X 2.58590%	2.58590%
1	2	2.59680%	1 X 2.59680%	2.59680%
1	3	2.59680%	1 X 2.59680%	2.59680%
1	4	2.56960%	1 X 2.56960%	2.56960%
1	5	2.56960%	1 X 2.56960%	2.56960%
1	6	2.59680%	1 X 2.59680%	2.59680%
1	7	2.59680%	1 X 2.59680%	2.59680%
1	8	2.58590%	1 X 2.58590%	2.58590%
1	9	1.62100%	1 X 1.62100%	1.62100%
1	10 to 13 inclusive	0.02280%	4 X 0.02280%	0.09120%
1	14	0.04550%	1 X 0.04550%	0.04550%
1	15 to 18 inclusive	0.02280%	4 X 0.02280%	0.09120%
1	19	0.04550%	1 X 0.04550%	0.04550%
1	20 to 28 inclusive	0.02280%	9 X 0.02280%	0.20520%
1	29	0.04560%	1 X 0.04560%	0.04560%
1	30 to 36 inclusive	0.02280%	7 X 0.02280%	0.15960%
1	37 to 102 inclusive	0.03410%	66 X 0.03410%	2.25060%
2	1	2.60220%	1 X 2.60220%	2.60220%
2	2	2.60220%	1 X 2.60220%	2.60220%
2	3	2.60220%	1 X 2.60220%	2.60220%
2	4	2.60220%	1 X 2.60220%	2.60220%
2	5	2.65650%	1 X 2.65650%	2.65650%
2	6	2.60220%	1 X 2.60220%	2.60220%
2	7	2.60220%	1 X 2.60220%	2.60220%
2	8	2.60220%	1 X 2.60220%	2.60220%
2	9	2.60220%	1 X 2.60220%	2.60220%
2	10	2.61310%	1 X 2.61310%	2.61310%
3	1	2.81130%	1 X 2.81130%	2.81130%
3	2	2.80590%	1 X 2.80590%	2.80590%
3	3	2.60770%	1 X 2.60770%	2.60770%
3	4	2.60770%	1 X 2.60770%	2.60770%
3	5	2.67280%	1 X 2.67280%	2.67280%
3	6	2.60770%	1 X 2.60770%	2.60770%
3	7	2.60770%	1 X 2.60770%	2.60770%
3	8	2.80590%	1 X 2.80590%	2.80590%
3	9	2.81130%	1 X 2.81130%	2.81130%
4	1	2.62400%	1 X 2.62400%	2.62400%
4	2	2.62400%	1 X 2.62400%	2.62400%
4	3	2.62390%	1 X 2.62390%	2.62390%
4	4	2.97150%	1 X 2.97150%	2.97150%
4	5	2.97150%	1 X 2.97150%	2.97150%
4	6	2.62390%	1 X 2.62390%	2.62390%
4	7	2.62390%	1 X 2.62390%	2.62390%
4	8	2.62390%	1 X 2.62390%	2.62390%
4	9	2.63460%	1 X 2.63460%	2.63460%
			TOTAL	100.00000%

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

Common Expenses, without limiting the definition ascribed thereto, shall include the following:

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration, the By-Laws of the Corporation or other law or by agreement;
- (b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
 - i) insurance premiums;
 - ii) water and sewage and electricity respecting common elements;
 - iii) maintenance materials, tools and supplies;
 - iv) snow removal from common element roads and sidewalks and landscaping from common element areas (excluding front and rear yards);
 - v) fuel, including gas, oil and hydro electricity unless metered separately, or check metered, for each Unit.
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- (d) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the common elements;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- (f) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- (g) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- (h) the fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;
- (i) the cost of maintaining fidelity bonds as provided by By-law;
- (j) all sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation.

SCHEDULE 'F'

Standard

Subject to the provisions of the Declaration, the By-laws and Rules and Regulations of the Corporation and the right of entry in favour of the Corporation thereto and thereon, for the purposes of facilitating any requisite maintenance and/or repair work, or to give access to the utility and service areas adjacent thereto:

- (1) **BALCONIES:** the owner of each residential Unit on Levels 2, 3 and 4 having sole and exclusive access to a balcony or balconies shall have the exclusive use of such balcony or balconies.
- (2) **PATIOS:** the owner of each residential Unit on Level 1 shall have the exclusive use of the patio area designated in the description by being numbered the same as the number of such Unit with the letters "PT" preceding such number as shown on Sheet 1, Part 2 of the description filed concurrently herewith.

August 8, 2002
4-19078
S-279(WIND)
WCS/md

25 07 23

X

SCHEDULE "G"

CERTIFICATE OF ARCHITECT OR ENGINEER

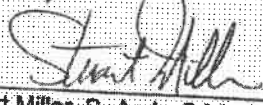
(under clause 8(1)(e) of the Condominium Act, 1998)

I certify that:

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

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. All underground have walls and floor assemblies in place.
5. All elevating devices as defined in the Elevating Devices Act are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. All installations with respect to the provision of water and sewage services are in place.
7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. All installations with respect to the provision of air conditioning are in place.
9. All installations with respect to the provision of electricity are in place.
10. There are no indoor or outdoor swimming pools.
11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this 25th day of September, 2002.



Name: Stuart Miller, B. Arch, OAA
Title: Architect
MMA ARCHITECT INC.
24 Shepherd Street East - Suite 200
WINDSOR, ON N8X 2J8



Document General

De Praxos Software Ltd. • (416) 222-8111
Form 1 - Land Registration Reform Act

ESSEX.d

D

LT0230047

CERTIFICATE OF RECEIPT
REGISTRATION
ESSEX (12) WINDSOR

'98 MAY 7 PM 2 24

LAND REGISTRAR/REGISTRAR

New Property Identifiers Additional Tax Schedule

Exemptions Additional Tax Schedule

(1) Registry Land Titles (2) Page 1 of 11 pages

(3) Property Identifiers: Block 01948, Property 0001 to 01220 0046 inclusive. Additional Tax Schedule

(4) Nature of Document: Application to Register Notice of Agreement (Section 71 Land Titles Act)

(5) Consideration: TWO Dollars \$ 2.00

(6) Description: (Firstly) Lots 37 to 46 inclusive, Part of Block "Z" as created by Judge's Order R 1384804, Registered Plan 1007, designated as Parts 18 to 21 inclusive, Plan 12R-16079. (Secondly) All units and common elements comprising the property included in Essex Condominium Plan No. 70 in the Town of LaSalle in the County of Essex

(7) This Document Contains: (a) Redescription (b) Schedule for: Description Additional Parties Other

(8) This Document provides as follows:
1147098 Ontario Limited has an unregistered estate, right, interest or equity in the land registered in the name of 1147098 Ontario Limited in respect of the land described in box 6 above.
And hereby applies under Section 71 of the Land Titles Act for the entry of a Reciprocal Agreement.
The evidence in support of this application consists of the attached Reciprocal Agreement.

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest):
Name(s): 1147098 ONTARIO LIMITED (Applicant)
Signature(s): [Signature]
Date of Signature: 1998 05 04
Name: James Ellis
Title: Director
I have authority to bind the Corporation

(11) Address for Service: 933 Goyeau Street, Windsor, Ontario N9A 1H7

(12) Party(ies) (Set out Status or Interest):
Name(s):
Signature(s):
Date of Signature: Y M D

(13) Address for Service:

(14) Municipal Address of Property: Multiple

(15) Document Prepared by: Steven N. Izkovitz (smf), Borden & Elliot, Scotia Plaza, 40 King St. West, Toronto, Ontario M5H 3Y4

Fees and Tax	
Registration Fee	50.00
Total	50.00


AFFIDAVIT

I, James Ellis, of the City of Windsor in the County of Essex, make oath and say:

1. I am a Director of Essex Condominium Corporation No. 70 and a director of 1147098 Ontario Limited.
2. The attached Reciprocal Agreement entered into between Essex Condominium Corporation No. 70 and 1147098 Ontario Limited dated May 4, 1998, was authorized by By-law No. 3 of Essex Condominium Corporation No. 70 which was registered as LT 230046

SWORN BEFORE ME at the City of Windsor in the County of Essex
5th day of May, 1998


James Ellis


A Commissioner for taking Affidavits, etc.

RECIPROCAL AGREEMENT made as of the 4th day of May, 1998.

BETWEEN:

ESSEX CONDOMINIUM CORPORATION NO. 70

(hereinafter referred to as "Condo Corp - Phase I"),

Of The First Part;

-and-

1147098 ONTARIO LIMITED, a corporation
Incorporated under the laws of Ontario

(hereinafter referred to as "1147098"),

Of The Second Part;

WHEREAS 1147098 has completed construction of a forty-six (46) unit building upon the lands and premises described as Parts 1 to 17, both inclusive on Plan 12R-16079 (which lands and premises are referred to herein as the "Phase I Lands");

AND WHEREAS the Phase I Lands were the subject of the registration of a Declaration and Description pursuant to the Condominium Act, R.S.O. 1990, c.C.26, as amended (the "Act") and upon such registration Condo Corp - Phase I was created;

AND WHEREAS all of the units which comprise Condo Corp - Phase I are set forth on Schedule "A" attached hereto and are referred to herein as the "Phase I Units";

AND WHEREAS 1147098 is the owner of the adjacent lands and premises described as Parts 18 to 21, both inclusive on Plan 12R-16079 (which lands are referred to herein as the "Phase II Lands"); see Schedule "B" attached hereto

AND WHEREAS the Phase II Lands are presently vacant, but it is intended that in due course a second residential condominium building will be built on the Phase II Lands;

AND WHEREAS the parties wish to have the benefits and obligations provided in this agreement duly recorded as appurtenant to the Phase I Lands, the Phase I Units, and the Phase II Lands respectively;

AND WHEREAS the parties wish to accommodate the possible creation of a further condominium corporation ("Condo Corp - Phase II") by the registration of a Declaration and a Description under the Act with respect to the Phase II Lands;

AND WHEREAS the parties wish to enter into an agreement regarding the operation of the certain mutual rights of way and services easements and corresponding rights and obligations as are herein set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, other good and valuable consideration and the terms and conditions hereinafter contained, the parties agree one with the other as follows:

ARTICLE I - CONFIRMATION OF EASEMENTS

1.1 It is acknowledged that the Description registered for the purposes of the creation of Condo Corp - Phase I contained, *inter alia*, the following rights of way and easements:

- (a) a reservation in favour of 1147098, its successors and assigns, of a right of way for ingress and egress over that part of the Phase I Lands designated as Parts 3, 11, 12 and 13 Plan 12R-16079 in favour of the owners of the Phase II Lands;
- (b) a reservation in favour of 1147098, its successors and assigns, of an easement for utility purposes over that part of the Phase I Lands designated as Parts 1, 7, 10, 11, 13, 14 and 15 Plan 12R-16079 in favour of the owners of the Phase II Lands;
- (c) a right of way for ingress and egress in favour of the Phase I Lands over that part of the Phase II Lands designated as Part 18 on Plan 12R-16079;
- (d) an easement for utility purposes in favour of the Phase I Lands over that part of the Phase II Lands designated as Parts 18, 19, and 20 on Plan 12R-16079; and
- (e) a right of way for pedestrian access and emergency access in favour of the Phase I Lands over that part of the Phase II Lands designated as Part 19 on Plan 12R-16079.

1.2 Without limiting the operation or scope of the easements and rights of way as set forth in Section 1.1 above, and as so registered on title to the Phase I Lands and the Phase II Lands respectively it is acknowledged that:

- (a) there shall be a mutual driveway for pedestrians and vehicles over those Lands and premises shown as Parts 3, 11, 12, 13 and 18 on Plan 12R-16079 (the "Mutual Drive");
- (b) there shall be a mutual easement corridor for private utilities over those lands and premises shown as Parts 1, 7, 10, 11, 13, 14, 15, 18, 19 and 20 on Plan 12R-16079 (the "Utility Easement Corridor").

The parties further acknowledge that each grants to the other of them, a general easement as may be required for the purpose of allowing emergency fire route access or emergency access for utility repairs.

1.3 (a) It is intended that Condo Corp - Phase I is, and shall be responsible for the maintenance and repair of the Mutual Drive, including snow removal when required, and in so doing Condo Corp - Phase I shall exercise all reasonable care and diligence to ensure that the Mutual Drive is kept in a manner which is satisfactory for the purpose intended. Condo Corp - Phase I hereby accepts such responsibility and agrees to carry out its mandate pursuant to this Agreement in a reasonable and diligent manner.

(b) Until such time as Condo Corp - Phase II comes into existence (or some other comparable development on the Phase II Lands occurs) there shall be no sharing of expenses between the Phase I Lands and the Phase II Lands with respect to the costs of maintenance and repairs of the Mutual Drive, and same shall be the sole responsibility of Condo Corp - Phase I. Upon Condo Corp - Phase II being created (or when some other comparable development on the Phase II Lands occurs), Condo Corp - Phase II (or the owners of the Phase II Lands, as the case may be) shall thereafter contribute on a pro-rata basis (on a pro-rata basis determined on the respective number of units) to the reasonable cost of repair and maintenance of the Mutual Drive and to the cost of comprehensive liability insurance in respect thereto. Such cost shall be estimated on an annual basis so as to be included in the respective annual budgets of the parties, and shall be payable monthly or as otherwise agreed.

(c) After Condo Corp - Phase II is created (or after some other comparable development on the Phase II Lands occurs), Condo Corp - Phase I shall not incur any major expense or undertake any major repair of the Mutual Drive without first advising the owners of the Phase II Lands (i.e. the owners of the Phase II Units) and only after such expense or undertaking is incorporated into an approved budget. Any disputes as to the level of maintenance being, or to be carried out, or with respect to the repairs being or to be undertaken, and any expenses to be incurred in any event with respect to the Mutual Drive shall be submitted by the parties for determination by an independent third party mediator, and if the parties are unable to agree on such a third party within ten (10) days of either party calling the question, then the matter may be submitted for arbitration on application under the *Arbitration Act, R.S.O. 1990, c.A.24*, as amended. Arbitration hereunder shall afford to each party a hearing and the right to submit evidence with the privilege of cross-examination, on the question at issue, and shall have the objective of making a determination as soon as reasonably practicable of the matter in dispute. The decision shall be final and binding upon all parties and there shall be no appeal therefrom. The fees and expenses of the arbitrator shall be determined and allocated amongst the parties by the arbitrator.

1.4 It is not intended that either party assume any responsibility to the other with respect to the utility services as installed in the Utility Easement Corridor, and accordingly, each party shall be responsible for their own private services in the normal course, and if any access is required to the Utility Easement Corridor by either party, it shall be exercised with all due care so as to minimize any disruption to the other party, and the party undertaking such access shall be responsible for the attendant costs, including the restoration of affected lands.

ARTICLE II - PHASE II CONDO CORP

2.1 This Agreement shall be and remain in full force and effect and be binding upon the parties hereto, notwithstanding that Condo Corp - Phase II is not yet in existence and regardless of whether or not it does come into existence with respect to the Phase II Lands.

2.2 Upon the registration of a Declaration and Description under the Act for the Phase II Lands, the said Declaration and Description for Condo Corp - Phase II shall contain the easements and rights of way set forth in Section 1.1 hereof, and the Disclosure Statement for Condo Corp - Phase II shall contain a copy of this Reciprocal Agreement. Condo Corp - Phase II shall be deemed to have assumed the obligations of 1147098 hereunder concurrently with such registration.

ARTICLE III - USE OF THE EASEMENTS

3.1 The parties agree to abide by all reasonable rules and regulations promulgated to regulate the joint use of the Mutual Drive and the Utility Easement Corridor; it being intended that the enjoyment or use at any time of the easements and rights of way herein confirmed shall be subject to such reasonable regulations and rules, as may be imposed from time to time (initially by Condo Corp - Phase I and thereafter by mutual agreement). Any dispute as to the rules and regulations shall be resolved by a single mediator, as referred to in sub-section 1.3 (c) hereof *mutatis mutandis*.

3.2 All of the easements and rights of way confirmed in this Agreement have been granted in perpetuity to the respective grantees thereof, and their respective heirs, executors, administrators, successors and assigns and others authorized by them for the purposes herein referred to.

3.3 The parties, in performing their obligations and/or exercising their rights under this Agreement respectively covenant to comply with all laws, rules, orders, ordinances, regulations and requirements of any government, or municipality, or any agency thereof having jurisdiction; and the parties will not, nor will authorize or condone any breach of their respective obligations hereunder, by any resident, visitor, guest, servant or agent.

3.4 If a party shall default in its obligations hereunder, then, subject to dispute resolution in the manner set forth in Section 1.3 hereof, *mutatis mutandis*, the other party, after having given reasonable notice, may take all reasonable steps to remedy the default.

3.5 Whenever and to the extent any party is prevented, hindered or delayed in the fulfilment of any obligation hereunder or the doing of any work or the making of any repairs or replacements by reason of force majeure, that party's obligation shall be postponed and such party shall be relieved from any liability in damages or otherwise for breach thereof, for so long as and to the extent such prevention, hindering or delay continues to exist. The term "force majeure" means any war or other catastrophe, act of the Queen's enemies, riot or insurrection, strike, lockout or labour disturbance, inability to obtain material, goods, equipment, services or utilities required, or any law, by-law, regulation or order of a public authority or inability to obtain any permission or authority required thereby.

3.6 In each instance when a party shall be obligated to pay any sum of money to another party hereunder, interest shall accrue thereon and be payable hereunder at 2% above the prime lending rate charged from time to time by the Canadian Imperial Bank of Commerce, Windsor main branch to its most creditworthy customers from the date such sum first became due, calculated and compounded monthly, not in advance.

ARTICLE IV - MISCELLANEOUS

4.1 Any notice required to be sent pursuant to this Agreement shall be in writing, and sent by prepaid registered mail or may be delivered to the Owners at the following address:

Condo Corp - Phase I
c/o 933 Goyras Street
Windsor, Ontario
N9A 1H7

1147098
c/o 933 Goyras Street
Windsor, Ontario
N9A 1H7

or any other address as each party may designate from time to time. Any notice shall be deemed to be received two (2) business days from the date of mailing or on the date of delivery.

4.2 The provisions of this Agreement are intended to and shall run with the title to the Phase I Lands, the Phase I Units, and the Phase II Lands respectively, shall benefit and burden the said lands and premises, and shall bind and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

4.3 Any party may, assign or otherwise transfer to any mortgagee all of the rights, privileges, easements and rights herein set forth.

4.4 This Agreement is entered into subject to the express condition that it is to be effective only on obtaining such consent, if any as may be required under Section 50 of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended.

4.5 Time shall be of the essence of this Agreement and of each of the provisions hereof.

4.6 The parties hereto do not in any way whatsoever or for any purpose become partners of each other, or joint venturers or members of a joint enterprise, nor is the relationship of principal and agent created.

4.7 This Agreement sets forth the entire agreement between all of the parties hereto respecting the subject matter hereof, and there are no other agreements, oral, express or implied, other than as specifically set forth herein.

IN WITNESS WHEREOF the parties have executed this Agreement.

ESSEX CONDOMINIUM CORPORATION NO. 70

Per:

Name: James Ellis
Title: Director

I have authority to bind the Corporation

1147098 ONTARIO LIMITED

Per:

Name: James Ellis
Title: Director

I have authority to bind the Corporation

SCHEDULE "A"
(Phase 1 units)

All units and common elements comprising the property included in
Essex Condominium Plan No. 70 in the Town of LaSalle, in the County
of Essex

having property identifiers

Block	Property		Block	Property
08120	- 0001	to	01820	- 0046 inclusive

SCHEDULE "B"
(PHASE 2 LANDS)

Lots 37 to 46 inclusive, Part of Block "Z", as created by Judge's
Order RL384604, Registered Plan 1007, designated as Parts 18 to 21
inclusive, Plan 12R-16079, in the Town of LaSalle, County of Essex,
having property identifier

Block	Property
01948	#503

When completed fill in Form 3, Transfer Taxes
Form 3 - Land Transfer Tax Act

Affidavit of Residence and of Value of the Consideration
Form 3 - Land Transfer Tax Act

Refer to all INSTRUCTIONS ON REVERSE SIDE.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) All units and common elements comprising the property included in Essex Condominium Plan No. 70, in the Town of LaSalle, in the County of Essex

BY (insert name of all transferees in full) ESSEX CONDOMINIUM PLAN NO. 70

TO (insert instruction 1 and print name of all transferees in full) 1147098 ONTARIO LIMITED

I, (insert instruction 2 and print name) in full JAMES ELLIS

MAKE OATH AND SAY THAT:

- I am (insert one of the following paragraphs that describe the capacity of the transferee(s) (see instruction 2))
 - (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
 - (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
 - (c) A transferee named in the above-described conveyance;
 - (d) The authorized agent or seller acting in the transaction for (insert name(s) of principal(s))

(e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s)) 1147098 ONTARIO LIMITED

(f) A transferee described in paragraph () (insert only one of paragraphs (a) to (d) above, as applicable) and not making this affidavit on my own behalf and on behalf of (insert name of spouse)

- (To be completed when the value of the consideration for the conveyance exceeds \$400,000.)
I have read and understand the definition of "single family residence" set out in clause (1)(10) of the Act. The land conveyed in the above-described conveyance
 - consists of at least one unit and more than two single family residences.
 - does not contain a single family residence.
 - consists more than two single family residences. (see instruction 2)

I have read and understand the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses (1)(1) and (2) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5)
NONE

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Amount paid or to be paid in cash	\$ 2.00
(b) Mortgages (1) Assumed (none principal and interest to be created against purchase price)	\$ 0.00
(2) Given back to vendor	\$ 0.00
(c) Property transferred in exchange (none)	\$ 0.00
(d) Securities transferred to the value of (none)	\$ 0.00
(e) Liens, royalties, annuities and maintenance charges to which transfer is subject	\$ 0.00
(f) Other valuable consideration subject to land transfer tax (none)	\$ 0.00
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (total of (a) to (f))	\$ 2.00
(h) VALUE OF ALL CHATTELS - Items of tangible personal property (none) (Value to be paid on the value of all chattels unless exempt under the provisions of the "Market Value Rule", R.S.O. 1990, c. 96, s. 40(4))	\$ 0.00
(i) Other considerations for inclusion not included in (a) or (g) above	\$ 0.00
(j) TOTAL CONSIDERATION	\$ 2.00

- 5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 2) reciprocal agreement only
- 6. If the consideration is nominal, is the MND subject to any encumbrance? YES
- 7. Other terms and stipulations, if necessary, no consideration whatsoever passing directly or indirectly between the parties

Sworn before me at the City of Windsor in the County of Essex this 7th day of May 1998

A Commissioner for taking affidavits, etc. JAMES ELLIS (signature)

Property Information Record

A. Consideration of instrument: RECIPROCAL AGREEMENT

B. (1) Address of property being conveyed (if multiple) multiple

(2) Assessment Roll No. (if available) not available

C. Mailing address(es) for future notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) 333 Goyeau Street, Windsor, Ontario N9A 1H7

D. (1) Registration number for last conveyance of property being conveyed (if available) _____ (2) Legal description of property conveyed: Same as in D.(1) above. Yes No Not known

E. Name(s) and address(es) of each transferee's solicitor: FAZIO & ASSOCIATES, 333 Wyandotte Street E., Windsor, Ontario, N9A 3H7

School Tax Support (Voluntary Election) See reverse for explanation

(1) Are all individual transferees Roman Catholic? Yes No

(2) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes No

(3) Do all individual transferees have French Language Education Rights? Yes No

(4) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes No

NOTE: As to (3) and (4) the land being transferred will be assigned to the French Public School Board or Board unless otherwise directed in (3) and (4). 04-00 (Rev-02)

Affidavit of Residence and of Value of the Consideration
Form 1 - Land Transfer Tax Act

Whereof is an Affidavit of Residence and of Value of the Consideration prepared using the Conveyance
under the provisions of the Land Transfer Tax Act.

IN THE MATTER OF THE CONVEYANCE OF (Please brief description of land) Lots 37 to 46 inclusive, Part of Block "Z" as created by Judges Order R1344004, Registered Plan 1607, designated as Paris 18 to 21, inclusive, Plan 12R-16079, in the Town of LaSalle, in the County of Essex

BY (Full name of all transferors in full) ESSEX CONDOMINIUM PLAN NO. 70 Corporation

TO (Full description of land and full names of all transferees in full) JAMES ELLIS

MAKE OATH AND SAY THAT:

1. I am (Please check one within the square opposite that one of the following paragraphs that describes the capacity of the signatory(ies): (See Instructions 2))
- (a) A person in legal fee for whom the land conveyed in the above-described conveyance is being conveyed;
 - (b) A trustee named in the above-described conveyance in whom the land is being conveyed;
 - (c) A transferee named in the above-described conveyance;
 - (d) The authorized agent or solicitor acting in this transaction for (full names) of party(ies).
2. (a) The President, Vice-President, Secretary, Treasurer, or any other officer or director of the corporation, or any other person authorized to act for the benefit of the corporation, **ESSEX CONDOMINIUM PLAN NO. 70** Corporation
- (b) A transferee described in paragraph 1. (Insert only one of paragraphs (a), (b) or (c) above, as applicable) and including this affidavit on my own behalf and on behalf of (full name of owner) who is my spouse described in paragraph 1. (Insert any one of paragraphs (a), (b) or (c) above, as applicable) and to such, I have personal knowledge of the facts herein depicted.
3. (a) The land conveyed where the value of the consideration for the conveyance exceeds \$400,000. I have read and considered the definition of "single family residence" set out in clause 1(1)(a) of the Act. The land conveyed in the above-described conveyance
- contains at least one lot not more than two single family residences.
 - does not contain a single family residence.
 - contains more than one single family residence, (see Instructions 4)
- (b) Other (Clause 2(1)(a) imposes an additional fee at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance consists of at least one and not more than two single family residences.
4. I have read and considered the definition of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(b) and (c) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (See Instructions 5 and 6)

NOTE:

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Money paid or to be paid in cash	\$ 2.00	
(b) Mortgages (i) accepted before payment was received or to be credited against purchase price	\$ Nil	All Other
(ii) Given back to vendor	\$ Nil	
(c) Property transferred in exchange for other property	\$ Nil	Must Be
(d) Beneficially transferred to the value of other property	\$ Nil	
(e) Loans, mortgages, securities and instruments changes to which transfer is subject	\$ Nil	Other Than
(f) Other valuable consideration subject to total transfer tax (Form 100)	\$ Nil	
REVALUE OF LAND, BUILDINGS, CHIMNEYS AND DOGHOUSE SUBJECT TO LAND TRANSFER TAX (Form 10) in (a) to (f)	\$ 2.00	Where
NO VALUE OF ALL CHARGES - (See Instructions 6)	\$ Nil	Applicable
(g) Other consideration for transaction (see Instructions 7)	\$ Nil	
(h) TOTAL CONSIDERATION	\$ 2.00	

5. A consideration is received, whether in whole or in part, by the transferee and also purpose of conveyance, (see Instructions 6)
6. If the consideration is received, is the land subject to any encumbrance? **YES**
7. Other relevant and significant, if necessary, **no consideration whatsoever passing directly or indirectly between the parties**

Subscribed and sworn to at the City of Windsor
in the County of Essex
this 7th day of May 1998

A Commissioner for Taking Affidavits, etc.

JAMES ELLIS
Signature(s)

Property Information Record

RECIPROCAL AGREEMENT

A. Describe nature of instrument: RECIPROCAL AGREEMENT

B. (1) Address of property being conveyed (if multiple) multiple

(2) Assessment Roll No. (if available) not available

C. Mailing addresses for future notices of Assessment under the Assessment Act for property being conveyed (see Instructions 7) 933 Goreau Street, Windsor, Ontario N9A 1H7

D. (1) Registration number for last conveyance of property being conveyed (if available)

(2) Legal description of property conveyed: Same as in D.(1) above. Yes No Not known

E. Names (s) and addresses (s) of each transferor's solicitor
FAZIO & ASSOCIATES
331 Wyandotte Street E., Windsor, Ontario, N9A 3H7

School Tax Support (Voluntary Election) See reverse for explanation

(a) Are all individual transferees Roman Catholic? Yes No

(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes No

(c) Do all individual transferees have French Language Education Rights? Yes No

(d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes No

NOTE: As to (a) and (b) the land being transferred will be assigned to the French Public School Board or Board unless otherwise directed in (c) and (d). ON-NO 00-00



Document General

Form 4 - Land Registration Reform Act

CAKeware Inc.
(416) 367-0600
08/1993

D

FOR OFFICE USE ONLY

1512094

CERTIFICATE OF REGISTRATION
CERTIFICAT D'ENREGISTREMENT
ESSEX (16) WINDSOR

01 05 8 15 52

RECEIVED BY REGISTRAR

New Property Identifiers

Additional:
See
Schedule

Executions

Additional:
See
Schedule

(1) Registry <input checked="" type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 17 pages
(3) Property Identifier(s) Block 70549-0232(LT) Property 70549-0203(LR)	Additional: See Schedule <input type="checkbox"/>	
(4) Nature of Document NOTICE OF DEVELOPERS AGREEMENT SECTION 71 OF THE LAND TITLES ACT		
(5) Consideration Dollars \$		
(6) Description Firstly: Lots 37 to 48 both inclusive and part of Block "Z", Registered Plan 1007, in the Town of LaSalle, in the County of Essex now designated as Parts 18 to 21 on Reference Plan 12R-16079. Secondly: the north one-half of Block "AG", Registered Plan 1007 in the Town of LaSalle, County of Essex. Land Titles		
(7) This Document Contains	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

9) This Document provides as follows:

THE CORPORATION OF THE TOWN OF LASALLE has an unregistered estate, right, interest or equity in the lands described in Box 8 above and schedule for description attached hereto, which lands are owned by D'Amore Construction (Windsor) Limited and 1147098 Ontario Limited and hereby applies under Section 71 of The Land Titles Act for an entry of a Notice of a Developer's Agreement between the Owners of these lands and The Corporation of The Town of LaSalle Dated The 27th day of March, 2001.

Continued on Schedule

1) This Document relates to instrument number(s)

10) Party(ies) (Set out Status or Interest)
Name(s)

Signature(s)

Date of Signature
Y M D

THE CORPORATION OF THE TOWN OF LASALLE (Applicant)

by its solicitor, CHRISTINE A. RILEY

2001 05 07

1) Address for Service: 6960 Malden Road, LaSalle, Ontario N9H 1S4

2) Party(ies) (Set out Status or Interest)
Name(s)

Signature(s)

Date of Signature
Y M D

3) Address for Service

4) Municipal Address of Property
Adjacent land

(16) Document Prepared by:
Christine A. Riley 980780
BONDY, RILEY, KOSKI
Barristers & Solicitors
310-176 University Avenue West
Windsor, Ontario N9A 5P1

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

6.05

Schedule "A" attached hereto, shall be developed as the Woodlot Manors Condominium Phase 2;

AND WHEREAS it is deemed expedient by the parties hereto to enter into this agreement to ensure the proper and orderly development of the lands described on Schedule "A" attached hereto within the Town of LaSalle;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the aforesaid mentioned premises and in consideration of the sum of five (\$5.00) Dollars now paid by the Owners to the Corporation (the receipt whereof is hereby expressly acknowledged) and other good and valuable consideration, the parties hereto covenant and agree one with the other as follows:

1. All of the recitals hereinbefore stated are hereby incorporated into the body of this Agreement as fully and effectively as if they were repeated herein.

2. The Owners and the Corporation hereby agree that each and every term of the Condominium Site Plan Agreement between 1147098 Ontario Limited and the Corporation dated the 4th day of March, 1997 and registered in the Registry Office for the County of Essex (No. 12) on the 27th day of May, 1997, as Instrument Number 1386242 be and the same are hereby incorporated within the body of this Agreement, and shall have the same force and effect as if fully and effectively repeated within the body of this Agreement. Subject to the terms and conditions of this Agreement, it is understood and agreed by the parties hereto that all of the terms of the said Condominium Site Plan Agreement shall apply with full force and effect to the development of the lands described on Schedule "A" attached hereto, and all of the terms and conditions of the said Condominium Site Plan Agreement made between 1147098 Ontario Limited and the Corporation be and the same are hereby confirmed and accepted in full by the Owners herein and the Corporation.

3. In addition to the terms and conditions of the said Condominium Site Plan Agreement referred to in paragraph 2 herein, the Owners and the Corporation hereby agree the following terms and conditions shall apply for the construction of the development on the lands described

Schedule "A" attached hereto, shall be developed as the Woodlot Manors Condominium Phase

2;

AND WHEREAS it is deemed expedient by the parties hereto to enter into this agreement to ensure the proper and orderly development of the lands described on Schedule "A" attached hereto within the Town of LaSalle;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the aforesaid mentioned premises and in consideration of the sum of five (\$5.00) Dollars now paid by the Owners to the Corporation (the receipt whereof is hereby expressly acknowledged) and other good and valuable consideration, the parties hereto covenant and agree one with the other as follows:

1. All of the recitals hereinbefore stated are hereby incorporated into the body of this Agreement as fully and effectively as if they were repeated herein.
2. The Owners and the Corporation hereby agree that each and every term of the Condominium Site Plan Agreement between 1147098 Ontario Limited and the Corporation dated the 4th day of March, 1997 and registered in the Registry Office for the County of Essex (No. 12) on the 27th day of May, 1997, as Instrument Number 1386242 be and the same are hereby incorporated within the body of this Agreement, and shall have the same force and effect as if fully and effectively repeated within the body of this Agreement. Subject to the terms and conditions of this Agreement, it is understood and agreed by the parties hereto that all of the terms of the said Condominium Site Plan Agreement shall apply with full force and effect to the development of the lands described on Schedule "A" attached hereto, and all of the terms and conditions of the said Condominium Site Plan Agreement made between 1147098 Ontario Limited and the Corporation be and the same are hereby confirmed and accepted in full by the Owners herein and the Corporation.
3. In addition to the terms and conditions of the said Condominium Site Plan Agreement referred to in paragraph 2 herein, the Owners and the Corporation hereby agree the following terms and conditions shall apply for the construction of the development on the lands described

on Schedule "A" attached hereto. In the event any of the terms and conditions of this Agreement conflict with any of the terms and conditions of the said Condominium Site Plan Agreement referred to in paragraph 2 herein, the terms and conditions of this Agreement shall take precedence.

(1) In addition to the plans referred to in Article 1.2 "Scope of the Agreement" of the said Condominium Site Plan Agreement, the Owners shall provide to the Corporation all of the Site Plans and Site Elevation Drawings, Site Servicing Plans and detailed Landscaping Plans required for the construction of the development on the lands described on Schedule "A" attached hereto, which plans have been prepared by the consultant team of CMA Architect Inc, Haddad, Morgan & Associates, Dixon & White Associates Ltd, and P.B.S. Engineering Inc. under project no. 99-155, dated September, 2000 as revised on November 21, 2000. The said plans prepared by the said consultant team shall be included and deemed to be a part of the "approved Engineering Drawings".

(2) Article 3.1 "Plans and Approvals" of the said Condominium Site Plan Agreement be and the same is hereby deleted and the following is substituted therefor:

3.1 The Owners and the Engineers employed by them shall have all plans approved by the Corporation. The Owners hereby expressly acknowledge and agree that any review and/or approval by the Corporation of any plans of the Owners shall not be deemed to be an acceptance of liability by the Corporation in any way for the accuracy or integrity of the said plans, nor shall it be deemed to constitute a waiver of any of the responsibility or liability of the Owners to comply with any and all requirements of any and all authorities having any jurisdiction with regard to this development, and the Owners hereby confirm they shall continue to be fully responsible for the overall design and integrity of any and all plans made with regard to this development.

(3) Article 3 "Plans and Approvals" of the said Condominium Site Plan Agreement shall be amended by the addition of paragraphs 3.7 and 3.8 thereto:

3.7 PHASE 2 APPROVALS

The Owners acknowledge that at the time of the execution of this Amending

Agreement, the development known as Woodlot Manors Condominium Phase 1 has been completed and is now known as Condominium Plan No.70. As it is the intention of the Owners to create a separate condominium development on the lands described on Schedule "A" attached hereto, the Owners shall be responsible to ensure that Condominium Corporation No.70 and the new condominium corporation for the lands described on Schedule "A" attached hereto become parties to a reciprocal servicing agreement and access agreement with regard to the interconnection of the said condominium developments. In that regard, the Owners herein, acknowledge and agree that no condominium approval to the development of the lands described on Schedule "A" attached hereto shall be given by the Ministry of Municipal Affairs for this development in M.M.A. file No.37-CD-0004 unless and until such time as the Corporation has given the said Ministry its written approval of the description of the lands of the new condominium corporation to be registered on the lands described on Schedule "A" attached hereto, so as to ensure all of the required reciprocal easements have been properly reflected in the description of the new condominium corporation.

The Owners further acknowledge that the lands upon which each condominium corporation are located shall be required to comply with the provisions of the zoning by-laws of the Corporation, and the Owners shall be responsible to make any and all applications and obtain any and all approvals as may be necessary to ensure that each condominium development complies with the provisions of the said zoning by-laws.

3.8 ESSEX CONDOMINIUM CORPORATION NO.70

The Owners hereby acknowledge that at the time of the execution of this Amending Agreement, the construction of Phase 1 of this development as Essex Condominium Corporation No.70 has been completed. In light of the fact that the construction of Phase 2 of this development on the lands described in Schedule "A" attached hereto, will require the connection to the services through, on or to the lands of Essex Condominium Corporation No.70, it will be necessary for the Owners to ensure that Essex Condominium Corporation No.70 will consent to the connection of the said services to its lands, failing which the Owners herein acknowledge that the plans for the

construction of Phase 2 of this development may require substantial changes. The Owners therefore hereby acknowledge and agree that no building permit will be granted by the Corporation to the Owners until such time as Essex Condominium Corporation No.70 has consented, in writing, to the terms and conditions of this Amending Agreement and further has consented to the registration of this Agreement against the title to the lands "Firstly" described on Schedule "A" attached hereto, or the said Condominium Corporation has executed a new Amending Agreement with the Corporation in the event such an agreement is deemed necessary or appropriate by the Corporation in its sole discretion.

The Owners herein acknowledge that a separate agreement shall be entered into between the Owners herein and Essex Condominium Corporation No.70 for the conveyance of reciprocal easements, and for the maintenance, repair and replacement of all shared services and shared rights of access over the said developments, a copy of which agreement shall be filed with the Corporation prior to the issuance of a building permit for the lands described on Schedule "A" attached hereto.

(4) Article 5.7 "Reconstruction of Ellis Street" of the said Condominium Site Plan Agreement be and the same is hereby amended by the re-designation of Article 5.7 as Article 5.7(a) and the following Article 5.7(b) is hereby added thereto:

5.7 (b) For the construction of Phase 2 of this development, the Owners shall, at their own expense, reconstruct that portion of Ellis Street from the southerly limit of that portion of Ellis Street as reconstructed pursuant to the provisions of paragraph 5.7(a) herein, southerly to the southerly limit of this development. This portion of Ellis Street to be reconstructed shall have a surface width of asphalt of 8.5m (28') from edge to edge of pavement, and shall be constructed to a full urban cross-section, with barrier type concrete curbs and gutters on both sides of the roadway, streetlights, a 5-foot concrete barrier-free sidewalk and storm sewers. The reconstruction of this portion of Ellis Street shall be completed in accordance with the approved Engineering Drawings, and to the satisfaction of the Corporation.

(5) Article 5.18 "Sidewalks" of the said Condominium Site Plan Agreement be and the same is hereby amended by the addition following paragraph thereto:

For the construction of Phase 2 of this development, the Owners shall, at their own expense, construct and install a 5 foot concrete barrier free sidewalk on the west side of Ellis Street from the northerly limit of the access to this development from Ellis Street to the southerly limit of Phase 2 of this development. The Owners acknowledge that the said sidewalk shall be 6 inches thick and shall be constructed in a continuous fashion so as to cross through the said access to this development from Ellis Street in a continuous fashion.

(6) Article 5 "Services" of the said Condominium Site Plan Agreement be and the same is hereby amended by the addition of paragraphs 5.19 and 5.20 thereto:

5.19 FENCING

The Owners shall, at their own expense, construct and install a 6 foot high wooden privacy fence along the southerly limit of Phase 2 this development as shown on the approved Engineering Drawings. The said fence shall be constructed and installed to the satisfaction of the Corporation.

5.20 LANDSCAPING ENCROACHMENT ONTO ELLIS STREET

(a) The parties hereto acknowledge and agree the Owners have requested permission from the Corporation to erect a berm and other landscaping features along a portion of the easterly limits of this development, which berm and landscaping features will encroach onto a portion of the Ellis Street road allowance. Subject to the terms and conditions of this paragraph, the Corporation hereby grants permission to the Owners to encroach onto that portion of the Ellis Street road allowance (hereinafter "the Encroachment Area") as shown on the approved Engineering Drawings for the limited purpose of a berm and other landscaping features, all of which are also shown on the approved Engineering

Drawings. The Owners acknowledge and agree that at no time will they be permitted to erect any building or structures of any kind, including any fencing on the said lands, and the Owners further covenant and agree to keep the Encroachment Area free and clear of any concrete or asphalt paving or any structures or obstructions of any kind whatsoever.

- (b) The Owners covenant and agree to maintain the Encroachment Area in good order and a proper state of repair and safety at all times, to the satisfaction of the Corporation.
- (c) The Owners covenant and agree to pay the Corporation a one time encroachment fee of \$500.00 plus G.S.T., which payment shall become due and payable upon the execution of this Agreement.
- (d) The parties hereto acknowledge and agree that the permission granted herein does not in any way whatsoever diminish the rights of the Corporation, its respective officers, servants, workers, employees, agents and contractors, to enter at all times upon the Encroachment Area for the purposes of the constructing, repairing, maintaining, replacing any portion of any services that may lie on or under the Encroachment Area that portion of Ellis Street upon which the berm and landscaping features are located. The Owners shall not be entitled to any damages or compensation by reason of the exercise of the Corporation's rights contained in this clause. In addition, the Owners hereby acknowledge and agree they shall be obligated to reimburse the Corporation for any and all costs and expenses the Corporation has incurred as a result of the existence of the berm and landscaping features on this portion of Ellis Street.
- (e) Where, in the opinion of the Corporation, it is necessary to take possession of and use the Encroachment Area or any a part thereof for any reason, the Owners shall, at their own expense and to the satisfaction of the Corporation, vacate the Encroachment Area and restore the affected area upon receiving 60 days notice in writing from the Corporation so to do, without being entitled to any compensation whatsoever for such vacant possession. If the Owners neglect,

refuse or fail to do within 60 days of receiving the aforesaid notice, then the Corporation may remove any and all items belonging to the Owners herein, as determined by the Corporation at the cost, charge or expense of the Owners and the certificate of the Clerk of the Corporation as to the cost of such removal and restoration shall be final and binding upon the Owners and the Corporation may recover such costs from the Owners in a like manner as realty taxes.

(f) Should the Corporation at any time exercise its power or right to terminate this Agreement or demand the removal of the encroachment or revoke the permission granted herein, the Corporation shall not be liable to pay any compensation for any loss, costs, damages or expenses which may be incurred by the Owners or any person claiming under the Owners by reason of such termination, demand or revocation.

(g) The Owners shall at all times fully indemnify and save harmless the Corporation against all actions, suits and claims and demands whatsoever which may be brought against or made upon the Corporation and from and against all loss, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the Corporation for or by reason of or on account of the permission hereby granted to the Owners or the exercise by the Owners of such permission or anything in any matter relating thereto, and the Owners hereby grant to the Corporation full power and authority to settle any such actions, suits, claims or demands on such terms as the Corporation may deem advisable and the Owners hereby covenant and agree with the Corporation to forthwith pay to the Corporation on demand all monies paid by the Corporation in pursuance of any such settlement and also such sum as shall represent the reasonable costs of the Corporation or its solicitors in defending or settling any such actions, suits, claims or demands, based on a solicitor and own client basis.

(h) By the execution of these presents, the Owners do hereby expressly and completely release the Corporation from any and all liabilities, suits, claims and demands (whether for property damage or for personal injury or death and whether found in tort, contract or quasi-contract) which at any time might be

exerted by the Owners arising out of the use of the Encroachment Area or out of any act or omission of the Owners with regard to same.

(6) The Owners covenant and agree to provide the Corporation with a certificate of public liability insurance, on or before the execution of this Agreement, covering the Owners and the Corporation in respect of the Encroachment Area during the term of this Agreement and any extensions authorized by the Corporation to the extent of not less than \$2,000,000.00 inclusive of all injuries or death to person and damage to property of others arising from any one occurrence. The Corporation is to be an added insured under the insurance policy. Without limiting the generality of the foregoing, such public liability insurance shall contain provisions for cross-liability and severability of interests and further that the policy will not be changed or amended in any way or cancelled until 60 days after written notice of such change or cancellation shall have been given to the Corporation.

(7) Article 6.1 "Parkland Dedication, Conveyances and Contributions" of the said Condominium Site Plan Agreement requires the payment of \$750.00 for each condominium residential unit to be made by the Owners to the Corporation in lieu of the dedication of parkland. As a result, the Owners herein acknowledge and agree that the Owners shall pay to the Corporation the sum of \$27,000.00 for parkland fee for the construction of Phase 2 of this development, which sum shall be payable at the time a building permit is secured for Phase 2 of this development.

(8) Article 6.2 " Parkland Dedication, Conveyances and Contributions" of the said Condominium Site Plan Agreement be and the same is hereby amended by the deletion of "\$1,904.35" from line 2 of subparagraph (a), and substituting the amount of "\$1,948.00" therefor, and by deleting the last line of subparagraph 6.2(c), namely "November 5, 1991, as By-Law Number 4738, as amended" and by substituting the words "August 31, 1999, as By-Law Number 5861, as amended" therefor.

(9) Article 6.6 "Parkland Dedication, Conveyances and Contributions" of the said Condominium Site Plan Agreement be and the same is hereby amended by the addition of the following thereto:

The Owners further hereby agree to pay to the Corporation, prior to the issuance of a building permit for Phase 2 of this development the sum of \$3,620.00 which sum shall represent payment in full of the Owners' contribution towards the costs of the said improvements and traffic signal light as referred to herein for the construction of Phase 2 of this development.

(10) Article 6.8 "Parkland Dedication, Conveyances and Contributions" of the said Condominium Site Plan Agreement be and the same is hereby amended by changing any reference to "paragraph 5.7" therein to read "paragraph 5.7(a)".

(11) Article 9 "Performance Bond" of the said Condominium Site Plan Agreement be and the same is hereby deleted and the following is substituted therefor:

9. **PERFORMANCE SECURITY**

9.1 So as to ensure the performance by the Owners of the terms and provisions of this Agreement, the Owners shall, prior to the commencement of construction in any phase in this development, deposit with the Corporation one of the following:

- (a) A Subdivision Bond in a form satisfactory to the Corporation's solicitor; or
- (b) In the event the Corporation is satisfied that the Owners are not able to provide a Subdivision Bond for this development, then a Performance Bond from the Owners only may be accepted by the Corporation, which Bond shall be in a form satisfactory to the Corporation's Solicitor; or
- (c) A Letter of Credit of a chartered bank of Canada or other financial institution in a form and upon such terms and conditions as may be

approved by the Corporation; or

(d) Securities of or guaranteed by the Province of Ontario or the Government of Canada; or

(e) Any other security in such a form negotiated with and approved by the Corporation, which the Corporation deems to be sufficient security for the purposes of this Agreement;

in an amount equal to ninety per cent (90%) of the total cost of the construction of all services required under this Agreement, save and except for the driveway approaches, rear yard drainage and lot grading. The Owners shall submit a separate cash security for each dwelling unit within this development for the driveway approaches, rear yard drainage, final lot grading and repairs to municipal services (if any), which security shall be deposited with the Corporation prior to the issuance of the building permit for each such dwelling unit.

The Owners acknowledge that it is the intent of the Corporation to allow the Owners to provide a Performance Bond as security for this development only in the event the Owners have satisfied the Corporation that the Owners are unable to provide a Subdivision Bond or a Letter of Credit as security. It is further acknowledged by the Owners that under no circumstances will the Corporation accept any assignment of any Performance Bond or any other form of security from a contractor or any other person who is not a party to this Agreement.

9.2 The Owners shall indemnify the Corporation from any and all liens whatsoever under the Construction Lien Act, R.S.O., 1990, c. C.30, as amended. In that regard the Owners shall, prior to the commencement of the construction of the works and services required under this Agreement, deliver to the Corporation a Letter of Credit in the amount of fifteen per cent (15%) of the value of the works to be performed under the terms of this Agreement to secure the Corporation for any obligation it may have under the said Construction Lien Act, R.S.O. 1990, c. C.30, as amended. The said Letter of Credit shall provide,

inter alia, that the said Letter of Credit will automatically be renewed for 6-month periods upon the expiry thereof, unless the Corporation provides to the grantor of the Letter of Credit at least 15 days notice before the expiry of said Letter of Credit that the Corporation no longer requires the Letter of Credit for this development. In the event a lien is filed against the said works, the Corporation shall pay into Court any and all holdback as required by law, and may deduct its costs and expenses from the balance of the monies, if any, secured under the Letter of Credit. Any monies remaining shall be paid to the Owners subject to any obligation the Corporation may have under the said Construction Lien Act, R.S.O. 1990 c. C.30, as amended.

9.3 It is the intent herein that if the Owners shall fail in the performance of the terms and conditions of this Agreement, then the Corporation shall be entitled to require the fidelity company providing the Performance Bond to fulfil those terms and conditions, at the expense of the Owners, in respect of which the Owners are in default, or the Corporation may require the bank or other institution issuing a Subdivision Bond or a Letter of Credit to deliver to the Corporation the funds secured by the said Subdivision Bond or Letter of Credit, and the Corporation may, in its sole discretion, decide to complete those terms and conditions in respect of which the Owners are in default, and pay the costs thereof from the securities so held by the Corporation. It is also the intent herein that if the Owners fail in the performance of any of the terms and conditions of this Agreement, the Corporation at its option may refuse to grant to the Owners or may revoke any permissions, certificates, approvals or authorities of any kind or nature which the Owners, had the Owners otherwise complied with the Corporation's requirements and this Agreement, would have been entitled to receive, and may continue to do so until the Corporation is satisfied that any or all defaults in question have been cured.

9.4 (a) The said cost of construction of services shall be based upon the contract or contracts mentioned in paragraph 7.1 hereof.

(b) In the event that the Owners do not call for tenders for any or all of the works to be constructed pursuant to the terms of this Agreement, the Owners' Consulting Engineer shall prepare and submit to the Corporation, prior to the commencement of the construction of any of the said works and services, an estimate of the costs of the construction of the said works, which estimate shall be deemed to be the cost of construction of the works and services for the purposes of this paragraph.

9.5 No Subdivision Bond, Performance Bond or other security shall be released until the Owners have filed a maintenance bond or security in accordance with paragraph 12 hereof, covering the works and services in respect of which such security was deposited. It is acknowledged by the Owners that under no circumstances will the Corporation accept any assignment of any maintenance bonds or other such security from a contractor or any other person who is not a party to this Agreement.

9.6 It is understood and agreed that the form of security to be provided by the Owners to the Corporation shall be negotiated and determined prior to the execution of this Agreement. However, the Owners shall not be required to provide the actual security documentation to the Corporation until one week prior to the commencement of the construction of the services or works as required by the terms of this Agreement.

9.7 In the event that the Owners fail to comply with any of the terms of this Agreement, or make a proposal or an assignment for the benefit of creditors, or come under the control of a duly appointed Receiver prior to the commencement of or during the construction of the services or works as required by the terms of this Agreement, the Corporation shall be under no obligation to commence or

continue the construction of the said services or works, nor to proceed with any other part of this development, as described in the terms of this Agreement.

(12) Article 13.2(b) "Building Permits and Occupancy" of the said Condominium Site Plan Agreement be and the same is hereby amended by the deletion of the reference to "paragraph 5.2" in line 4 thereof and the substitution of "paragraph 5.7" therefor.

(13) Article 14.6 "General" of the said Condominium Site Plan Agreement be and the same is hereby amended by the deletion of the amount of "\$10,000.00" in line three of paragraph two thereof and the substitution of the amount of "\$20,000.00" therefor.

(14) Article 14.11 "General" of the said Condominium Site Plan Agreement be and the same is hereby amended by the deletion of the address "939 Goyeau Street" from line four thereof and the substitution of the address of "933 Goyeau Street" therefor for service upon 1147098 Ontario Limited, and by the addition of the address of 2501 Ouellette Avenue, Windsor, ON. N8X 1L5, for service upon D'Amore Construction.

4. In all other respects all of the terms and conditions of the Condominium Site Plan Agreement made between 1147098 Ontario Limited and the Corporation dated the 4th day of March, 1997 and registered on the 27th day of May, 1997, and registered as Instrument No. 1386242 be and the same are hereby confirmed.

5. Subsequent to the registration of this Amending Agreement, the parties hereto acknowledge and agree that the Corporation will provide a release to the Owners herein of the Amending Condominium Site Plan Agreement between 1147098 Ontario Limited dated the 28th day of September, 1999 and registered in the Registry Office for the County of Essex on the 30th day of September, 1999 as Instrument No. LT0257179, all of which shall be done at the expense of the Owners.

6. This Agreement shall enure to the benefit of the Corporation and shall be binding upon the Owners and their respective heirs, executors, administrators, successors, successors in title and authorized assigns.

IN WITNESS WHEREOF the parties hereto have set their corporate seals under the hands of the appropriate officers.

1147098 ONTARIO LIMITED



President JIM ELLIS

I have authority to bind the corporation.

D'AMORE CONSTRUCTION
(WINDSOR) LIMITED



President P. D'AMORE

I have authority to bind the corporation.

THE CORPORATION OF THE TOWN
OF LASALLE



MAYOR - W. VARGA



CLERK - K. MILLER

SCHEDULE "A"

Firstly: Lots 37 to 46 both inclusive and part of Block "Z", Registered Plan 1007 in the Town of LaSalle in the County of Essex now designated as Parts 18 to 21 both inclusive on Reference Plan 12R-16079.

Secondly: The north one-half of Block "AG", Registered Plan 1007 in the Town of LaSalle in the County of Essex.



Class III Reserve Fund Report

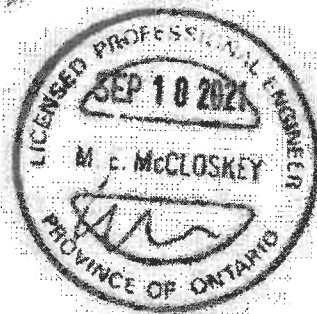
for

Essex Standard Condominium Corporation No. 100

6055 Ellis Street, LaSalle, Ontario

By

D.C. McCloskey Engineering Ltd. – Certification of Authorization No. 11557479



10 September 2021

Project No: M21-192



CLASS III RESERVE FUND REPORT FOR

**Essex Standard Condominium Corporation No. 100
6055 Ellis Street, LaSalle, Ontario**

TABLE OF CONTENTS

.....

A. INTRODUCTION.....	1
B. BUILDING REVIEW.....	1
C. RESERVE FUND STUDY.....	2
I. Expenditures.....	2
II. Financial Analysis.....	2
D. SUMMARY & CONCLUSION.....	3

APPENDIX A – Expenditure and Contribution Cash Flow Chart

APPENDIX B – Proportion of Common Interests

APPENDIX C – Form 15 Future Funding of the Reserve Fund



A. INTRODUCTION

In June 2021, D.C. McCloskey Engineering Ltd. (DCME) was retained and authorized by Fran Sorrell on behalf of the Essex Standard Condominium Corporation (ESCC) No. 100, to carry out a Class III Reserve Fund Study for the property and condominium building located at 6055 Ellis Street in LaSalle, Ontario.

As required by the Condominium Act, 1998 Ontario Regulation 48/01 (herein referred to as the "Act"), a Reserve Fund Study must be performed every three years, commencing from the date of the Condominium Declaration, to determine the fee amounts to be collected from the condominium corporation to cover the expenses of expected repairs and/or replacement of the condominium's common element components.

A Class III Reserve Fund Study reviews the current funding of the reserve fund, expenses, and investment interest since the previous reserve fund study to confirm if future expenditures will be fully funded. The Class III Reserve Fund Study does not include an on-site inspection of existing conditions.

B. BUILDING REVIEW

ESCC No. 100 is a four-storey, 36-unit condominium building located at 6055 Ellis Street in the Town of LaSalle, Ontario. The building and parking lot were completed in 2002. The condominium shares a driveway from Ellis Street with the condominium building located on the north side of ESCC No. 100.

The building is constructed of reinforced concrete shear walls and hollowcore floor and roof slabs. The exterior insulated finishing system consists primarily of brick veneer with stucco accent walls. The fourth storey walls are clad with metal siding.

The review of the building in 2018 for the Class II Reserve Fund Study found no significant defects or deficiencies on the interior or exterior of the building. Inspection of the roof, replaced in 2013, revealed no issues with the condition. The stucco accent walls and canopies were completed in 2013 and no visual defects were discovered.



C. RESERVE FUND STUDY

All Reserve Fund Studies consist of a physical assessment of a corporation's assets, and a financial analysis as outlined in the Condominium Act. A Class III reserve fund study does not require a site inspection or an assessment of the common elements, however, the following information in section (i) is documentation of the significant expenditures since the last study in 2018.

i. Expenditures

2018:

- 1. Masse Electric (\$7,232.00):** heat tracing of furnace condensate piping.
- 2. Arbor Tree Service (\$20,000.00):** tree removal to mitigate clogging of the drains on the step-down sections of the roof.

2019:

- 1. Gillett Roofing (\$15,432.41):** repair of roof on step-down areas that were not installed correctly. Material under warranty, but labour was not as the original roof installation company was no longer in business.
- 2. Fuller Construction (\$26,475.44):** reconstruction of the rear drainage system due to the increase condensate from new furnaces.
- 3. Miscellaneous landscape, building, and parking lot repairs/restoration (\$46,657.94).**

2020:

- 1. Top-It (\$19,110.81):** replacement of damaged parking lot.

ii. Financial Analysis

The financial analysis of this report determines the estimated life expectancy of and replacement/repair costs for the corporation's assets reviewed for this report.



The analysis uses current replacement costs and applies an average inflation rate to project the future costs of those repairs. The average Canadian inflation rate for the period between 2016 and 2019 is 1.83%, with 2020 having an inflation rate of 0.72%, and the first half of 2021 having an inflation rate of 2.2%. However, construction materials and labour rates typically exceed this rate, and therefore a more conservative rate of 2.5% is used. No interest is earned on the Reserve Fund balance, and investment income is projected to be at a rate of 0.25%.

D. SUMMARY & CONCLUSION


The Class II Reserve Fund Study has been completed and Form 15 (Appendix C) will be sent to all condominium owners. Owners will have at least 30 days to review the plan prior to its implementation.

The five-year average inflation rate from the Bank of Canada is 1.83%, however a 2.50% inflation rate was used in the calculation of future costs to account for escalating costs of construction, specifically in the next two to three years as the financial recovery from the pandemic remains volatile. No interest is earned on the reserve fund account balance and a 0.25% rate used is to determine a conservative investment interest income.

Appendix A is the yearly expenditure spreadsheet for the next 30 years, and the proposed contributions to the reserve fund for the same period. The unexpected expenditures between 2018 and 2021 noted in section C of this report have reduced the reserve fund closing balance below the 2021 closing balance in the 2018 report, however there are no foreseen significant expenditures within the next four years, and therefore it is recommended to increase the contributions in 2022 to \$58,000.00.

The notable changes to the expenditures in Appendix A are:

- HVAC systems: 2018 report noted the furnaces are to be replaced in 2032, and with the recent work, this replacement is deferred to 2038 (20-year life expectancy).
- Access control and communications: deferred repair to 2027.

- 
- Parking lot: with recent maintenance of the parking lot, the future expenditures moved to 2025 for repairs and 2029 for asphalt replacement.

Appendix B is the proportion of common interests for each of the 36-units and the proposed contribution increase for the next 30 years.

Appendix C contains Form 15 providing a summary of the expenditures, owner contributions, and balance sheets for the corporation.

The reserve fund is in good financial standing, and with the continued effort by the Board of Directors in the maintenance of the property and building, the reserve fund should be well-funded.

END OF REPORT



APPENDIX C

Form 15 Future Funding of the Reserve Fund

Essex Standard Condominium Corporation No. 100

Notes to the Financial Statements

October 31, 2021

3. Term Loan

The term loan, held with TD Canada Trust, for the roof project advanced in the year ended October 31, 2014 with interest at 4.109% and blended payments of principal and interest in the amount of \$1,350 was paid in full February 2021.

A reconciliation of movement in the loan balance is as follows:

	2021	2020
Balance, beginning of year	\$ 5,356	\$ 20,964
Principal repayments during the year	<u>5,356</u>	<u>15,608</u>
Loan balance, end of year	-	5,356
Less: current portion	<u>-</u>	<u>5,356</u>
Long term portion	<u>\$ -</u>	<u>\$ -</u>

4. Reserve Funds

The Corporation, as required by the Condominium Act 1998, has established a reserve fund for financing future major repairs and replacements of the common elements and assets. The reserve is evaluated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of the Corporation. Such evaluation is based on numerous assumptions regarding future events.

The Directors have used the reserve fund study (Class 2) prepared by D. C. McCloskey Engineering Ltd. dated April 24, 2018 and such other information as was available to them in evaluating the adequacy of annual contributions to the reserve fund for major repairs and maintenance. The Corporation's plan for contribution to the reserve funds for the year ended October 31, 2021 was \$52,500 and the plan for expenditures from the reserve fund for the year ended October 31, 2021 was \$6,180. The study projected the total balance in the reserve fund on October 31, 2021 to be \$168,009.

The Board of Directors have approved an updated reserve fund study (Class 3) prepared by D. C. McCloskey Engineering Ltd. dated September 10, 2021 and revised November 30, 2021.

It is the responsibility of management to ensure that procedures and controls are in place to complement the system of controls in place within the report prepared by the external consultants. In accordance with the terms of the audit engagement, the external auditors have not evaluated the reserve fund study prepared by the external consultants, the significant estimates made therein, or the calculations performed within the report.

Gordon B. Lee & Company CPAs
Professional Corporation

Essex Standard Condominium Corporation No. 100

Notes to the Financial Statements

October 31, 2021

1. Operations

The Corporation (known as Woodlot II) was incorporated without share capital under the Condominium Act of Ontario in November 2002.

The purpose of the Corporation is to manage and maintain the common elements (as defined in the Corporation's Declaration and Bylaws) and to provide common services for the benefit of the owners of the 36 units of the Condominium Corporation.

The Corporation is a non-profit entity and is exempt from income taxes under the Income Tax Act.

2. Summary of significant accounting policies

These financial statements have been prepared under the Canadian Accounting Standards for Not-for-Profit Organizations, using significant accounting policies as described below.

The financial statements have been prepared on the presumption that the Corporation is a going concern, which contemplates the ongoing realization of assets and the settlement of liabilities in the normal course of operation.

The budgeted figures as presented for comparison purposes are unaudited and were approved by the Board of Directors.

Revenue Recognition

Monthly Condominium fees are due from the unit holders on the first day of each month and are included in revenue when due and are based on the annual budget that is prepared by the Board of Directors. The Corporation also recognizes other miscellaneous revenue due to the services it performs. The Corporation recognizes revenue when the services have been provided, the amount of revenue can be measured reliably and collectability is reasonably assured. Revenue is measured at the fair value of consideration received or receivable.

Common elements

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

The Corporation does not normally capitalize capital asset additions, nor is amortization charged to current operations for the eventual replacement of these assets.

Essex Standard Condominium Corporation No. 100

Statement of Reserve Fund Operations and Fund Balance

For the year ended October 31, 2021

	2021	2020
Revenue		
Owners' allocation from common fees	\$ 54,000	\$ 52,500
Interest income	<u>171</u>	<u>524</u>
	<u>54,171</u>	<u>53,024</u>
Expenses		
Pressure pump	1,396	-
Light replacement	1,934	-
Waterproof wallmount	1,326	-
Valve replacement	4,407	-
Reserve fund study	3,616	-
Fire equipment	-	1,288
Back flow valve	-	2,469
Parking lot repairs	-	19,111
Epoxy 2 garbage bins	-	1,130
Bank loan interest	<u>45</u>	<u>949</u>
	<u>12,724</u>	<u>24,947</u>
Excess of revenue over expenses for the year	41,447	28,077
Balance, beginning of year	<u>70,807</u>	<u>42,730</u>
Balance, end of year	<u>\$ 112,254</u>	<u>\$ 70,807</u>
Consists of:		
Cash and investments	\$ 115,530	\$ 79,409
Loan payable	-	(5,356)
Due to operating fund	<u>(3,276)</u>	<u>(3,246)</u>
	<u>\$ 112,254</u>	<u>\$ 70,807</u>

See accompanying Notes to the Financial Statements

Gordon B. Lee & Company CPAs
Professional Corporation

Essex Standard Condominium Corporation No. 100

Statement of Financial Position

October 31, 2021

	2021	2020
Assets		
Current		
Cash - operating	\$ 10,602	\$ 5,361
Prepaid expenses	<u>3,172</u>	<u>2,771</u>
	13,774	8,132
Restricted		
Cash - reserve fund	<u>115,530</u>	<u>79,409</u>
	\$ <u>129,304</u>	\$ <u>87,541</u>
Liabilities and fund balances		
Current		
Accounts payable and accrued liabilities	\$ 4,232	\$ 5,572
Current portion of long term debt (Note 3)	<u>4,232</u>	<u>5,356</u>
	4,232	10,928
Long-term		
Loan payable (Note 3)	-	5,356
Less current portion	<u>-</u>	<u>5,356</u>
	-	-
	<u>4,232</u>	<u>10,928</u>
Fund balances		
General fund	12,818	5,806
Reserve fund	<u>112,254</u>	<u>70,807</u>
	125,072	76,613
	\$ <u>129,304</u>	\$ <u>87,541</u>

Approved on behalf of the Board of Directors
of Essex Standard Condominium Corporation No. 100:

Jack McQuinn

Director

Director

See accompanying Notes to the Financial Statements

**Gordon B. Lee & Company CPAs
Professional Corporation**



**GORDON B. LEE
& COMPANY CPAs**

Independent Auditor's Report

To: The Owners of Essex Standard Condominium Corporation No. 100
(Incorporated without share capital under the Condominium Act of Ontario):

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Essex Standard Condominium Corporation No. 100 as at October 31, 2021, and the results of its operations and cash flows for the years then ended, in accordance with Canadian Accounting Standards for Not-for-Profit Organizations.

Basis for Opinion

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

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Report on the Financial Statements

We have audited the accompanying financial statements of Essex Standard Condominium Corporation No. 100 (the Corporation), which comprise the statement of financial position as at October 31, 2021, the statements of general fund operations and fund balance, reserve fund operations and fund balance and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information. The financial statements have been prepared by the management of the Corporation for the purpose of providing information to the owners of the units the Corporation.

Management's Responsibility 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.



**RESERVE FUND STUDY
CASH FLOW TABLE
FORM NO. 15**

Opening Balance of Reserve Fund:	\$105,000.00
Minimum Reserve Fund Balance:	\$ 37,066.77
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	2.50%
Assumed Annual Interest Rate for Interest earned on Investments:	0.25%
Assumed Annual Interest Rate for Interest earned on the Reserve Fund:	0.00%

Year	Opening Balance	Annual Contributions	Inflation Adjusted Expenditures	Interest Earned	% Increase In annual Contributions	Closing Balance
2021	\$ 105,000.00	\$ 54,500.00	\$ -	\$ 250.00	0.000	\$ 159,750.00
2022	\$ 159,750.00	\$ 58,000.00	\$ -	\$ 250.63	2.679	\$ 216,000.63
2023	\$ 216,000.63	\$ 58,000.00	\$ -	\$ 251.25	3.448	\$ 274,251.88
2024	\$ 274,251.88	\$ 58,000.00	\$ 22,329.00	\$ 251.88	0.000	\$ 310,174.76
2025	\$ 310,174.76	\$ 58,000.00	\$ 33,177.00	\$ 252.51	0.000	\$ 335,250.27
2026	\$ 335,250.27	\$ 61,000.00	\$ -	\$ 253.14	4.918	\$ 396,503.41
2027	\$ 396,503.41	\$ 61,000.00	\$ 3,500.00	\$ 253.77	0.000	\$ 454,257.18
2028	\$ 454,257.18	\$ 62,000.00	\$ -	\$ 254.41	1.613	\$ 516,511.59
2029	\$ 516,511.59	\$ 62,000.00	\$ 39,105.00	\$ 255.04	0.000	\$ 539,661.63
2030	\$ 539,661.63	\$ 62,000.00	\$ 13,449.00	\$ 255.68	0.000	\$ 588,468.31
2031	\$ 588,468.31	\$ 62,000.00	\$ -	\$ 256.32	0.000	\$ 650,724.63
2032	\$ 650,724.63	\$ 65,000.00	\$ -	\$ 256.96	4.615	\$ 715,981.60
2033	\$ 715,981.60	\$ 65,000.00	\$ 4,000.00	\$ 257.60	0.000	\$ 777,239.20
2034	\$ 777,239.20	\$ 65,000.00	\$ -	\$ 258.25	0.000	\$ 842,497.45
2035	\$ 842,497.45	\$ 67,000.00	\$ -	\$ 258.89	2.985	\$ 909,756.34
2036	\$ 909,756.34	\$ 67,000.00	\$ 4,000.00	\$ 259.54	0.000	\$ 973,015.88
2037	\$ 973,015.88	\$ 67,000.00	\$ 326,515.00	\$ 260.19	0.000	\$ 713,761.07
2038	\$ 713,761.07	\$ 70,000.00	\$ 167,378.00	\$ 260.84	4.286	\$ 616,643.91
2039	\$ 616,643.91	\$ 70,000.00	\$ 4,000.00	\$ 261.49	0.000	\$ 682,905.40
2040	\$ 682,905.40	\$ 70,000.00	\$ 9,604.00	\$ 262.15	0.000	\$ 743,563.55
2041	\$ 743,563.55	\$ 72,000.00	\$ -	\$ 262.80	2.778	\$ 815,826.35
2042	\$ 815,826.35	\$ 72,000.00	\$ 498,791.00	\$ 263.46	0.000	\$ 389,298.81
2043	\$ 389,298.81	\$ 72,000.00	\$ 10,736.00	\$ 264.12	0.000	\$ 450,826.93
2044	\$ 450,826.93	\$ 74,000.00	\$ -	\$ 264.78	2.703	\$ 525,091.70
2045	\$ 525,091.70	\$ 74,000.00	\$ 309,040.00	\$ 265.44	0.000	\$ 290,317.14
2046	\$ 290,317.14	\$ 74,000.00	\$ -	\$ 266.10	0.000	\$ 364,583.25
2047	\$ 364,583.25	\$ 76,000.00	\$ -	\$ 266.77	2.632	\$ 440,850.01
2048	\$ 440,850.01	\$ 76,000.00	\$ 418,942.00	\$ 267.44	0.000	\$ 98,175.45
2049	\$ 98,175.45	\$ 76,000.00	\$ -	\$ 268.10	0.000	\$ 174,443.55
2050	\$ 174,443.55	\$ 78,000.00	\$ -	\$ 268.77	2.564	\$ 252,712.33
2051	\$ 252,712.33	\$ 78,000.00	\$ 293,915.00	\$ 269.45	0.000	\$ 37,066.77

Essex Standard Condominium Corporation No. 100

Notes to the Financial Statements

October 31, 2021

3. Term Loan

The term loan, held with TD Canada Trust, for the roof project advanced in the year ended October 31, 2014 with interest at 4.109% and blended payments of principal and interest in the amount of \$1,350 was paid in full February 2021.

A reconciliation of movement in the loan balance is as follows:

	2021	2020
Balance, beginning of year	\$ 5,356	\$ 20,964
Principal repayments during the year	<u>5,356</u>	<u>15,608</u>
Loan balance, end of year	-	5,356
Less: current portion	<u>-</u>	<u>5,356</u>
Long term portion	\$ <u>-</u>	\$ <u>-</u>

4. Reserve Funds

The Corporation, as required by the Condominium Act 1998, has established a reserve fund for financing future major repairs and replacements of the common elements and assets. The reserve is evaluated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of the Corporation. Such evaluation is based on numerous assumptions regarding future events.

The Directors have used the reserve fund study (Class 2) prepared by D. C. McCloskey Engineering Ltd. dated April 24, 2018 and such other information as was available to them in evaluating the adequacy of annual contributions to the reserve fund for major repairs and maintenance. The Corporation's plan for contribution to the reserve funds for the year ended October 31, 2021 was \$52,500 and the plan for expenditures from the reserve fund for the year ended October 31, 2021 was \$6,180. The study projected the total balance in the reserve fund on October 31, 2021 to be \$168,009.

The Board of Directors have approved an updated reserve fund study (Class 3) prepared by D. C. McCloskey Engineering Ltd. dated September 10, 2021 and revised November 30, 2021.

It is the responsibility of management to ensure that procedures and controls are in place to complement the system of controls in place within the report prepared by the external consultants. In accordance with the terms of the audit engagement, the external auditors have not evaluated the reserve fund study prepared by the external consultants, the significant estimates made therein, or the calculations performed within the report.

Gordon B. Lee & Company CPAs
Professional Corporation

Essex Standard Condominium Corporation No. 100

Notes to the Financial Statements

October 31, 2021

5. Sale of parking spaces

During the year the Corporation sold 1 parking space for \$5,000.

6. Commitments

Janitorial contract

The Corporation entered into an ongoing agreement with Robert Dion at the rate of \$700 per month. This contract can be terminated with 30 days notice to the provider. Total janitorial fees paid for the year ended October 31, 2021 are \$8,600 (2020 - \$8,600).

Landscaping and snow removal

The Corporation entered into a landscaping and snow removal contract with 2531661 Ontario Inc. (operating as A1 Properties) effective July 1, 2020 to March 31, 2021 at the rate of \$550 plus HST for the period July 2020 to October 2020 and \$925 plus HST per month for the period November 2020 to March 2021. This contract continue on a month to month basis until terminated October 31, 2021. Total landscaping and snow removal fees paid during the year ended October 31, 2021 were 9,577 (2020 - 9,030).

The Corporation has entered into landscaping and snow removal contract with Turner Landscaping & Property maintenance Inc. effective November 1, 2021 to October 31, 2022 at the rate of \$11,400 plus HST to be paid in equal payment of \$950 plus HST.

Management

Management fees of \$650 per month are paid to Fran Sorrell for providing bookkeeping, banking and oversight of day to day affairs. Total management fees paid during the year ended October 31, 2021 were \$8,200 (2020 - \$8,500).

7. Financial instruments

The Corporation's financial instruments comprise cash, short-term investments (held in guaranteed investment certificates), and accounts receivable and accounts payable. The fair value of these financial instruments approximate their carrying values, unless otherwise noted.

Consistent with earlier years, management does not believe that the Corporation has any material exposure to credit risk, or to changes in market prices, interest rates or exchange rates.

Essex Standard Condominium Corporation No. 100

Notes to the Financial Statements

October 31, 2021

7. **Financial instruments (continued)**

Term certificate held is as follows:

	Principal	Interest rate	Maturity
TD Bank reserve	100,034	0.20%	November 15, 2021
WFCU reserve	<u>10,000</u>	0.20%	November 15, 2021
	<u>\$ 110,034</u>		

8. **COVID-19**

In March 2020, the World Health Organization ("WHO") declared a global pandemic due to the COVID-19 outbreak. At this time, it is unknown the extent of the impact the COVID-19 outbreak may have on the Corporation as this will depend on future developments that are highly uncertain and that cannot be predicted with confidence.

BUDGET 2021-2022

UTILITIES

HYDRO	\$	4,700.00		
WATER	\$	21,000.00		
GAS	\$	400.00	\$	26,100.00

REPAIRS AND MAINTENANCE

JANITORIAL	\$	9,400.00		
ELEVATOR	\$	3,200.00		
GARBAGE	\$	2,500.00	\$	15,100.00
	\$	-		
	\$	-		
FIRE MAINTENANCE AND PROTECTION	\$	1,900.00		
GENERAL MAINTENANCE contingency	\$	4,000.00	\$	5,900.00
	\$	-		

GROUNDS MAINTENANCE

LANDSCAPING	\$	500.00		
SNOW REMOVAL				
LAWN MAINTENANCE	\$	12,900.00	\$	13,400.00
MISC OUTSIDE MAINTENANCE				

ADMINISTRATION

PROFESSIONAL FEES	\$	500.00		
AUDIT	\$	2,000.00		
LEGAL	\$	500.00		
TELEPHONE	\$	825.00		
BANK CHARGES	\$	600.00		

BOOKEEPING	\$	8,800.00		
GENERAL EXPENSES	\$	675.00		
OFFICE SUPPLIES	\$	1,000.00		

INSURANCE	\$	10,000.00	\$	24,900.00
	\$	-		

PAYMENT TO RESERVE	\$	-	\$	-
PURCHASE	\$	-	\$	-
BUDGET DEFICIT				

TOTAL

RESERVE FUND	YEARLY	\$	54,500.00	\$	85,400.00	\$	139,900.00	TOTAL
	MONTHLY	\$	11,658.33	\$	85,400.00			

We reserve the right to adjust the budget for any unforeseen increases.

RESERVE BUDGET 2021-2022

Reserve Contribution Planned Expenses

\$ 54,500.00

WSP engineers \$ 2,000.00 * estimate
 cost of refurbishing outside of building as yet unknown. A meeting of owners will be called
 for discussion/approval. *

AFC- Replacement of smoke detectors in every unit in building \$ 1,500.00

Total
 \$ 3,500.00

* Estimates are still coming in for these two projects.
 * estimate WSP contingent on approval

CSIO CERTIFICATE OF INSURANCE

DATE (YY/MM/DD)

May 10, 2022


BROKER Insurance Store Inc. 325 Devonshire Rd, Suite 120 Windsor, ON N8Y 2L3	This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.
INSURED Essex Standard Condominium Corporation No. 100 307-6055 Ellis Street LaSalle, Ontario N9H 2P8	COMPANIES AFFORDING COVERAGE
	COMPANY A Intact Insurance
	COMPANY B Intact Insurance
	COMPANY C Intact Insurance

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. **LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
			DATE (YY/MM/DD)	DATE (YY/MM/DD)		
A	GENERAL LIABILITY	501238276	June 26, 2022	June 26, 2023		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	\$5,000,000
	<input type="checkbox"/> CLAIMS MADE				GENERAL AGGREGATE	\$5,000,000
	<input checked="" type="checkbox"/> OCCURRENCE				PRODUCTS - COMP/OP AGG	\$5,000,000
	<input checked="" type="checkbox"/> TENANT'S LEGAL LIABILITY				PERSONAL INJURY	\$5,000,000
	<input checked="" type="checkbox"/> NON-OWNED				TENANT'S LEGAL LIABILITY	\$500,000
	<input type="checkbox"/> HIRED				MED EXP (Any One Person)	\$50,000
						NON-OWNED
	AUTOMOBILE LIABILITY				BODILY INJURY & PROPERTY DAMAGE COMBINED	
	<input type="checkbox"/> DESCRIBED AUTOMOBILES				BODILY INJURY	
	<input type="checkbox"/> ALL OWNED AUTOS				(Per person)	
	<input type="checkbox"/> LEASED AUTOMOBILES				BODILY INJURY	
					(Per accident)	
		PROPERTY DAMAGE				
B	EXCESS LIABILITY	501238276	June 26, 2022	June 26, 2023		
	<input checked="" type="checkbox"/> CONDO CORPORATION DIRECTORS & OFFICERS				EACH OCCURRENCE	\$2,000,000
C	OTHER Building Broad Form	501238276	June 26, 2022	June 26, 2023		\$9,290,301

ADDITIONAL INSURED	DESCRIPTION OF OPERATIONS / LOCATIONS / AUTOMOBILES / SPECIAL ITEMS
	Condo Corporation - 36 Apartments

CERTIFICATE HOLDER To Whom It May Concern	CANCELLATION
	Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 15 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
	AUTHORIZED REPRESENTATIVE
	 Stephanie Linden Authorized Representative

ESSEX STANDARD CONDOMINIUM CORPORATION

CONDO RULES

- 1.a) No owner shall do, or permit anything to be done, in the owner's unit, bring, or keep anything therein which will in any way increase the risk of fire, the rate of fire insurance on any building or on property kept therein, or conflict with the laws or regulations relating to the Fire Department, any insurance policy carried by the Corporation or conflict with any statute or municipal by-laws.
 - b) A propane bar-b-q is not permitted above the 1st floor. Storage of propane tanks is not allowed in any part of the building including your furnace room.
 - c) Live Christmas Trees are not allowed in any unit or any common area anywhere in the building.
 - d) Hallways must be kept clear of mats, shoes and any other items in order to provide a clean and tidy access to all units, to limit liability and to comply with any fire regulations.
- 2.a) Nothing shall be placed on the outside of windowsills or projections. No awning or shade shall be erected over or outside of the windows or balconies without the prior written consent of the Board.
 - b) No personal items, flowerpots or baskets shall be placed on any outside or in any common area without the written approval of the Board.
 - c) Christmas lights and decorations must be removed by the end of January and any decorations pertaining to any other holiday or event must be removed in a timely fashion.
 - d) Any and all additions or changes to landscaping, must be approved by the board. This includes the grass, trees, shrubs, hedges, flowers or flowerbeds. Wind chimes are not allowed due to previous owner complaints.
 - e) No television antenna, aerial, tower or similar structure and appurtenances thereto, shall be erected by any owner without express written permission of the Board.
- 3.a) Owners shall not place, leave or permit to be placed or left upon the common elements, including those over which the owner has exclusive use (patio, balcony parking spot), any debris, refuse or garbage. On designated pick up days (Thursdays to Friday morning) the owner shall directly carry their refuse to the bins thus avoiding any spills if the bins are outside. DO NOT USE THE CHUTE DURING THIS TIME. Debris, refuse and garbage shall be contained in properly tied doubled plastic bags. Where such debris, refuse or garbage consists or packing cartons or crates, it shall not be left outside the unit, but rather carried down to the refuse room and broken down.
 - b) Any owner or absentee owner, who has employed a contractor or has received or removed any item from their unit such as carpeting or drywall that may have left debris in any common area or the

elevator, is responsible for the clean-up of that area. The elevator pads must be installed during any such delivery or removal of materials.

c) No bags or boxes (charitable donations) or other apparatus (hot water tanks) shall be left for pick up on any common area inside or outside of the building. Arrangements should be made by the owner making these donations or authorizing the equipment pick up, to have it picked up from their own unit.

d) No auction or garage sale shall be permitted on the property without prior written consent of the board.

4.a) Sinks, toilets and any other water apparatus shall not be used for any purpose other than those for which they are constructed and no debris, garbage, rubbish, rags, kitty litter or any other substance shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner. The owner is also responsible for any persons visiting or any persons hired by the owner to do work in their unit.

b) Water shall not be left running in any water apparatus unless in use or under supervision.

5.a) Owners, their visitors or any person hired to do work for them, shall not create or permit the creation of or continuation of any noise caused by an instrument or any other device or nuisance which, in the opinion of the Board, may or does disturb the comfort or quiet enjoyment of the property by other owners, their families or guests. No owner shall obstruct or interfere with the rights of other owners, or in any way injure or annoy them. Any owner with a valid issue shall write a letter of the board documenting their complaint. The board will not proceed without a written complaint. If the complaint is deemed valid, the board will take the appropriate steps to rectify the situation.

b) Owners, guests or any person hired to do work for the owner, shall not shake mops, brooms, dusters, bedding or rugs from any balcony or window. No hanging of clothes or bedding for drying purposes is allowed from any window or door. If you are cleaning your balcony, make sure to pick up dust and dirt: do not sweep it off the edge or if you are using water, make sure to let the person below you know, so that they may move anything on their balcony that they want to make sure does not get wet.

6. a) No motor vehicle, commercial vehicle, camper, camper van, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind other than a private passenger truck or automobile, van or station wagon or crossover, shall be parked on any part of the common elements, nor shall any repairs be made to any motor vehicle on any part of the common elements, including those portions over which any owner has exclusive use. Some exceptions, with very specific limitations, may be made to allow a commercial vehicle to park in our lot with prior written approval of the board for short durations.

b) No owner is allowed to use a visitor parking spot for their additional vehicle. Visitor parking is FOR VISITORS.

We have spoken to our lawyer and been advised of the procedure to follow to enforce and of the possible cost to an owner, for violating this rule. If an owner finds himself or herself in a position that requires temporary additional parking, please notify the board in writing. An owner has the option to speak to other owners who currently are not using their additional spaces for assistance. The board has a limited amount of spaces that it has designated for lease. If one of these is available the owner should put their request in writing to the board. Every effort is made to accommodate and every effort will be made to enforce. If an owner returns home to find a visitor parked in their spot, we do have stickers that can be placed on the window and the owner should park in a visitor spot and move their vehicle as soon as possible. It is important that all owners verify with their visitor exactly where they have parked to avoid irritating your fellow owners.

c) All owners shall drive SLOWLY through the parking lot, both at Condo 100 and Condo 70. All owners should make sure they are in the middle of their spot and that their vehicle is straight. This shows consideration for your fellow owner parking beside you. Entry and exiting from the Normandy is allowed (legally we have access), but remember that their units are very close to the parking lot on the west side and as a matter of courtesy, you may prefer to use the Ellis entrance. Remember to reduce your speed!!

d) Any and all washing and vacuuming of ALL vehicles must be done at the wash rack on the west side of the building.

7) This is a pet friendly building. Owners are asked to control their pets so that they do not cause injury to an owner, any visitor or person hired to do work for an owner. The owner of any pet, who has caused destruction or damage to the building and the common elements surrounding the building or to any owner's property, will be responsible for any and all repairs. The owner of the pet will be responsible for any injury to an owner, visitor or any person hired to do work for the corporation or an individual owner that might be caused by their pet. In accordance with the town of LaSalle by-law, owners are asked to tidy up after their pets.

These rules are not new. They are based on simple courtesies and respect for your fellow owners and have been in effect since the beginning of our corporation. The job of enforcing them falls to the board. We have taken on many responsibilities as a self-managed board and ask that you do your part by following the rules of the condo. Since we are a self-managed building, we have discussed the rules with our lawyer and will follow her direction to enforce them.

**ESSEX STANDARD CONDOMINIUM CORPORATION NO. 100
ADDENDUM TO THE RULES**

June *, 2018

Dear Owners:

Please review the following Rule made by the Board of Directors for the Corporation. Kindly note that this Rule is not effective until the following time:

1. If the Board receives a requisition for a meeting of Owners under section 46 of the *Condominium Act* within 30 days after the Board has given notice of the Rule to the Owners, the earlier of,
 - i. the time at which a quorum is not present at the first attempt to hold the meeting, and
 - ii. the time at which a quorum is present at the first attempt to hold the meeting and the Owners do not vote against the rule at the meeting.
2. If the board does not receive a requisition for a meeting of Owners under section 46 of the *Condominium Act* within the 30 days after the Board has given notice of the Rule to the Owners, the day after that 30th day. 2015, c. 28, Sched. 1, s. 54 (3).

Additional Condominium Rule in response to the Cannabis Act, 2017

Resolution passed by the Directors at a Board of Directors Meeting held on June *, 2018.

**ESSEX STANDARD CONDOMINIUM CORPORATION NO. 100
THIS IS AN ADDENDUM TO THE RULES
RESTRICTING THE SMOKING AND CULTIVATION OF MARIJUANA
(made pursuant to the Condominium Act of Ontario)**

I. WHEREAS it is desirable for Essex Standard Condominium Corporation No. 100 (herein referred to as the "Corporation") to amend its Rules in accordance with section 58 of the *Condominium Act of Ontario* to place reasonable restrictions on the proposed legalization of recreational marijuana under the federal and provincial statutes of the *Cannabis Act*;

AND WHEREAS the proposal of legislation to legalize the recreational use of marijuana in a residence by smoking and/or cultivating marijuana, may impact the welfare, safety and security of residents and the property of the Corporation;

AND WHEREAS it is desirable for the Corporation to place certain restrictions on use of the units and common elements regarding the smoking and cultivation of marijuana due to known increased risk of mould creation and related health, safety and security issues;

AND WHEREAS the residents of the Corporation are entitled to quiet enjoyment of their unit, free from nuisances, such as noxious or unpleasant odours coming from marijuana smoke, oils, marijuana plants, and/ or mould growth;

II. BE IT RESOLVED that pursuant to section 58 of the *Condominium Act*, the Board is making the following Rule Addendum under this section respecting the use of the units and the common elements of the Corporation to,

- a) promote the safety, security or welfare of the owners and of the property and the assets, if any, of the Corporation; and
- b) prevent unreasonable interference with the use and enjoyment of the units, the common elements or the assets, if any, of the Corporation. 2015, c. 28, Sched. 1, s. 54 (1).

Therefore, the Board of Directors is hereby authorized to amend the Rules by adding the following:

III. Marijuana Rule:

- a) **Marijuana Use:** A unit owner, tenant, resident, guest, invitee, visitor, or anyone for whom in law the unit owner is responsible, may smoke or use marijuana inside the residential unit only, if at least 19 years of age, and provided that any permitted use of recreational marijuana shall not create or permit the creation of/ or continuation of any nuisance which, in the opinion of the Corporation's Board, may or does disturb the comfort or quiet enjoyment of the residents of the Corporation. A unit owner, tenant, resident, guest, invitee, visitor, or anyone for whom in law the unit owner is responsible, shall not smoke or use marijuana in/ on any of the common elements and/or exclusive use common elements.
- b) **No Growing Marijuana:** No unit owner, tenant, resident, guest, invitee, visitor, or anyone for whom in law the unit owner is responsible, shall grow marijuana plants within the units and/ or common elements of the Corporation. This reasonable restriction includes all residential units within the building, all exclusive use common elements, all balconies and patios, all enclosed common areas, as well as all outside common elements.
- c) **Exemptions:** Exceptions may be made on a case-by-case basis for unit owners or authorized residents requiring the use of medicinal marijuana, in accordance with the *Ontario Human Rights Code*. Any owner or authorized resident claiming an exemption under the *Ontario Human Rights Code* should follow the *Ontario Human Rights Commission's Policy and Guidelines on Disability and Duty to Accommodate* for requesting an accommodation in writing from the Corporation. Failure of the owner or authorized resident to request accommodation under the *Ontario Human Rights Code* may subject the non-compliant owner or resident to enforcement measures and costs under this Rule.
- d) **Owners' Tenants and Guests:** Owners shall be jointly and severally responsible for themselves, their tenants, residents, guests, invitees, visitors and/ or anyone for whom in law the owners are responsible to ensure that any permitted use of recreational marijuana shall not create or permit the creation of/ or continuation of any nuisance which, in the opinion of the Corporation's Board, may or does disturb the comfort or quiet enjoyment of the property.
- e) **Costs:** All owners who violate the Marijuana Rule or any of the Rules of the Corporation, or who allow their authorized residents or tenants to violate these Rules, shall be

responsible for the Corporation's legal costs on a solicitor-client basis. Each owner shall indemnify and save harmless the Corporation from and against any loss, costs, (including legal fees, disbursements and applicable taxes all calculated on a solicitor and client basis), damage, injury or liability whatsoever (collectively called "Costs") which the Corporation may suffer or incur resulting from or caused by an act or omission or a breach of this Rule, of or by such owner, tenant or permitted resident of a unit, or by any invitee of the foregoing to or with respect to the common elements and assets of the Corporation and/or the owner's unit and/or all other units, except for any such Costs for which the Corporation receives recovery under a policy of insurance subject to the defaulting owner paying for the Corporation's reasonable deductible. Owners shall be jointly and severally responsible for any such Costs caused by any tenant, resident, invitee or anyone for whom in law the owners are responsible. All payments pursuant to this clause are deemed to be additional contributions toward the common expenses in accordance with the *Condominium Act* and recoverable as a lien against the defaulting owner's unit.

f) **Invalidity:** Each of the provisions of this Rule shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not impair or affect in any manner the validity and enforceability or effect of the remainder of this Rule and in such event all other provisions of this Rule shall continue in full force and effect as if such invalid provision had never been included herein.

IV. In all other respects, the balance of the Corporation's Rules remains the same and is in full force and effect. The above terms and provisions are in addition to and are designed to supplement any existing Rules of the Corporation.

The foregoing Rule Amendment is hereby passed by the Directors of the Corporation pursuant to the *Condominium Act*, as evidenced by the respective signatures hereto of a majority of the Directors of the Corporation.

DATED AT WINDSOR, ONTARIO THIS 30 DAY OF JUNE, 2018.

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 100



- President



- Treasurer

- Secretary

We have authority to bind the Corporation.