

BY-LAW NO. 7
ESSEX STANDARD CONDOMINIUM CORPORATION NO. 118

BE IT ENACTED as a By-law of the Corporation that WHEREAS By-law No. 5 enacted November 30, 2006, contained errors relative to the areas of certain units, it is hereby repealed;

AND IT IS ENACTED as a By-law of the Corporation in place of By-law No. 5 that:

1. There shall be sixteen (16) classes of units as follows:

<u>No.</u>	<u>Unit Description</u>	<u>Representative Standard Unit</u>	<u>Name of Unit</u>
Four – 2 bedroom	1026 sq. ft.	101 (Unit 6, Level 1)	D
One – 2 bedroom	1113 sq. ft. plus loft of 533 sq. ft.	501 (Unit 5, Level 5)	D*
One – 3 bedroom	1773 sq. ft.	102 (Unit 7, Level 1)	G
Four – 2 bedroom	1184 sq. ft.	202 (Unit 7, Level 2)	L
Three – 2 bedroom	1065 sq. ft.	103 (Unit 5, Level 1)	C
Two – 2 bedroom	1820 sq. ft.	403 (Unit 4, Level 4)	N
Four – 2 bedroom	1141 sq. ft.	204 (Unit 8, Level 2)	K
Three – 2 bedroom	1065 sq. ft.	105 (Unit 4, Level 1)	B
One – 2 bedroom	1164 sq. ft.	106 (Unit 1, Level 1)	F
Three – 2 bedroom	1279 sq. ft.	206 (Unit 1, Level 2)	J
One – 2 bedroom	1279 sq. ft. plus loft of 524 sq. ft.	506 (Unit 1, Level 5)	J*
Three – 2 bedroom	1091 sq. ft.	107 (Unit 3, Level 1)	A
One – 2 bedroom	1428 sq. ft.	407 (Unit 3, Level 4)	M
One – 2 bedroom	1428 sq. ft. plus loft of 718 sq. ft.	507 (Unit 3, Level 5)	M*
One – 1 bedroom	976 sq. ft.	108 (Unit 2, Level 1)	E
Three – 2 bedroom	1128 sq. ft.	208 (Unit 2, Level 2)	H
One – 2 bedroom	1128 sq. ft. plus loft of 524 sq. ft.	508 (Unit 2, Level 5)	H*

STANDARD UNIT FINISHES

SUITE INTERIORS

- Interior doors: smooth 2 panel solid core wood door
- Closet Doors: smooth 2 panel solid core wood sliding doors
- Paint: walls; white eggshell latex, ceilings; white flat latex, trim; white semi gloss
- Trim: base trim; 5 1/2" wood trim, door trim; 3 1/2" wood trim
- Hardware: Schlage, brushed pewter finish
- Carpet: Shaw 45 oz. (living room, dining room, bedrooms, hallway)
- Ceramic Tile: standard 3/8" thick (bathrooms, kitchen, laundry room, foyer, shower/tub area)

KITCHENS

- **Cabinets:** Raywall, Manor series
- **Appliances:** General Electric Profile series (fridge, stove, dishwasher, microwave/vent combination, washer, dryer)
- **Countertops with Backsplash:** granite ¾" with bull nose finished edge
- **Sink:** Steel Queen double bowl stainless steel
- **Faucet:** Delta 135, chrome single lever with vegetable sprayer

BATHROOMS

- **Bathtub:** Mirolin 5' standard tub
- **Countertops with Backsplash:** granite ¾" with bull nose finished edge
- **Basin:** Eljer 051-3381 white under mount
- **Cabinets:** Raywall, Manor series
- **Faucet:** Delta 500-TP white
- **Toilet:** Eljer 2pc.; tank 141-0223, bowl 131-2120

ELECTRICAL & MECHANICAL SYSTEMS

- **HVAC:** Armstrong 64HWC303 high efficiency "Magic Pac"
- **Electrical Switches:** Decora white
- **Fireplace:** Kingsman ZDV3318LP

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 118 hereby enacts the foregoing By-law No. 7 by the vote of its directors, which, in total, own one hundred (100%) per cent of the common elements.

PASSED by the directors and sealed with the corporate seal this ____ day of _____, 2009.

DATED at Windsor, Ontario, this ____ day of _____, 2009.

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 118

Per: _____
Dominic Amicone - Director

Per: _____
Cindy Prince - Director

Per: _____
Shelley Fantin - Director

The undersigned hereby confirms the agreement of 100% of the owners of the units pursuant to the provisions of The Condominium Act, 1998 of Ontario, the foregoing By-law No. 7 of the Corporation signed by all of the Directors of the Corporation, as By-law No. 7 hereto, pursuant to the provisions of The Condominium Act, 1998 on the ____ day of _____, 2009.

DATED this ____ day of _____, 2009

HARBOURVIEW RESIDENCES INC.

Per: _____
Dominic Amicone, President

Properties

Bylaw #8

PIN 01868 - 0001 LT
Description UNIT 1, LEVEL 1, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address 106
34 BOBLO ISLAND DRIVE
AMHERSTBURG

PIN 01868 - 0002 LT
Description UNIT 2, LEVEL 1, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0003 LT
Description UNIT 3, LEVEL 1, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address 107 BOBLO ISLAND DRIVE
AMHERSTBURG

PIN 01868 - 0004 LT
Description UNIT 4, LEVEL 1, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537; TOWN OF AMHERSTBURG
Address 105
34 BOBLO ISLAND BOULEVARD
AMHERSTBURG

PIN 01868 - 0005 LT
Description UNIT 5, LEVEL 1, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address 103 UNIT
34 BOBLO ISLAND DRIVE
AMHERSTBURG

PIN 01868 - 0006 LT
Description UNIT 6, LEVEL 1, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address 101
34 BOBLO ISLAND BOULEVARD
AMHERSTBURG

PIN 01868 - 0007 LT
Description UNIT 7, LEVEL 1, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address 102 UNIT
34 BOBLO ISLAND DRIVE
AMHERSTBURG

Properties

PIN 01868 - 0016 LT
Description UNIT 1, LEVEL 3, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address 306
34 BOBLO ISLAND DRIVE
AMHERSTBURG

PIN 01868 - 0017 LT
Description UNIT 2, LEVEL 3, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address 34 BOBLO ISLAND BOULEVARD
AMHERSTBURG

PIN 01868 - 0018 LT
Description UNIT 3, LEVEL 3, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0019 LT
Description UNIT 4, LEVEL 3, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0020 LT
Description UNIT 5, LEVEL 3, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0021 LT
Description UNIT 6, LEVEL 3, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address 301
34 BOBLO ISLAND DRIVE
AMHERSTBURG

PIN 01868 - 0022 LT
Description UNIT 7, LEVEL 3, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address 302
34 BOBLO ISLAND BOULEVARD
AMHERSTBURG

PIN 01868 - 0023 LT
Description UNIT 8, LEVEL 3, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3, & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

Properties

PIN 01868 - 0024 LT
Description UNIT 1, LEVEL 4, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3, & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0025 LT
Description UNIT 2, LEVEL 4, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0026 LT
Description UNIT 3, LEVEL 4, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3, & 4 ON PL 12R22813 AS IN CE312537
Address 407 APARTMENT
34 BOBLO ISLAND DRIVE
AMHERSTBURG

PIN 01868 - 0027 LT
Description UNIT 4, LEVEL 4, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3, & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0028 LT
Description UNIT 5, LEVEL 4, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3, 4 ON PL 12R22813 AS IN CE312537
Address 401
34 BOBLO ISLAND DRIVE
AMHERSTBURG

PIN 01868 - 0029 LT
Description UNIT 6, LEVEL 4, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3, & 4 ON PL 12R22813 AS IN CE312537
Address 402 UNIT
34 BOBLO ISLAND DRIVE
AMHERSTBURG

PIN 01868 - 0030 LT
Description UNIT 7, LEVEL 4, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3, & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0031 LT
Description UNIT 1, LEVEL 5, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

Properties

PIN 01868 - 0032 LT
Description UNIT 2, LEVEL 5, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3, & 4 ON PL 12R22813 AS IN CE312537
Address 508
34 BOBLO ISLAND DRIVE
AMHERSTBURG

PIN 01868 - 0033 LT
Description UNIT 3, LEVEL 5, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3, & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0034 LT
Description UNIT 4, LEVEL 5, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address 503 UNIT
34 BOBLO ISLAND BOULEVARD
AMHERSTBURG

PIN 01868 - 0035 LT
Description UNIT 5, LEVEL 5, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address 501 UNIT
34 BOBLO ISLAND BOULEVARD
AMHERSTBURG

PIN 01868 - 0036 LT
Description UNIT 6, LEVEL 5, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0037 LT
Description UNIT 7, LEVEL 5, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3, & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0038 LT
Description UNIT 1, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3, & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0039 LT
Description UNIT 2, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3, & 4 ON PL 12R22813 AS IN CE312537
Address 508
34 BOBLO ISLAND DRIVE
AMHERSTBURG

Properties

PIN 01868 - 0040 LT
Description UNIT 3, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3, & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0041 LT
Description UNIT 4, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3, & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0042 LT
Description UNIT 5, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0043 LT
Description UNIT 6, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0044 LT
Description UNIT 7, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3, & 4 ON PL 12R22813 AS IN CE312537
Address 102 UNIT
34 BOBLO ISLAND DRIVE
AMHERSTBURG

PIN 01868 - 0045 LT
Description UNIT 8, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3, & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0046 LT
Description UNIT 9, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3, & 4 ON PL 12R22813 AS IN CE312537
Address 34 BOBLO ISLAND BOULEVARD
AMHERSTBURG

PIN 01868 - 0047 LT
Description UNIT 10, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address 10
34 BOBLO ISLAND DRIVE
AMHERSTBURG

Properties**PIN** 01868 - 0048 LT**Description** UNIT 11, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1,2,3,& 4 ON PL 12R22813 AS IN CE312537**Address** AMHERSTBURG**PIN** 01868 - 0049 LT**Description** UNIT 12, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537**Address** 401
34 BOBLO ISLAND DRIVE
AMHERSTBURG**PIN** 01868 - 0050 LT**Description** UNIT 13, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537**Address** 34 BOBLO ISLAND BOULEVARD
AMHERSTBURG**PIN** 01868 - 0051 LT**Description** UNIT 14, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537**Address** AMHERSTBURG**PIN** 01868 - 0052 LT**Description** UNIT 15, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537**Address** AMHERSTBURG**PIN** 01868 - 0053 LT**Description** UNIT 16, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537**Address** AMHERSTBURG**PIN** 01868 - 0054 LT**Description** UNIT 17, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537**Address** AMHERSTBURG**PIN** 01868 - 0055 LT**Description** UNIT 18, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537**Address** AMHERSTBURG

Properties

PIN 01868 - 0056 LT
Description UNIT 19, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address 19 UNIT
34 BOBLO ISLAND DRIVE
AMHERSTBURG

PIN 01868 - 0057 LT
Description UNIT 20, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0058 LT
Description UNIT 21, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0059 LT
Description UNIT 22, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0060 LT
Description UNIT 23, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0061 LT
Description UNIT 24, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0062 LT
Description UNIT 25, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0063 LT
Description UNIT 26, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address LOCKER
34 BOBLO ISLAND BOULEVARD
AMHERSTBURG

Properties

PIN 01868 - 0064 LT
Description UNIT 27, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0065 LT
Description UNIT 28, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537; TOWN OF AMHERSTBURG
Address 28
34 BOBLO ISLAND BOULEVARD
AMHERSTBURG

PIN 01868 - 0066 LT
Description UNIT 29, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3, & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0067 LT
Description UNIT 30, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0068 LT
Description UNIT 31, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address 107 BOBLO ISLAND DRIVE
AMHERSTBURG

PIN 01868 - 0069 LT
Description UNIT 32, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R 22813 AS IN CE312537
Address 34 BOBLO ISLAND DRIVE
AMHERSTBURG

PIN 01868 - 0070 LT
Description UNIT 33, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

PIN 01868 - 0071 LT
Description UNIT 34, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537
Address AMHERSTBURG

Properties

PIN 01868 - 0072 LT

Description UNIT 35, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537

Address 302
34 BOBLO ISLAND BOULEVARD
AMHERSTBURG

PIN 01868 - 0073 LT

Description UNIT 36, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537

Address 407 APARTMENT
34 BOBLO ISLAND DRIVE
AMHERSTBURG

PIN 01868 - 0074 LT

Description UNIT 37, LEVEL A, ESSEX STANDARD CONDOMINIUM PLAN NO. 118 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BOIS BLANC ISLAND (BOB-LO ISLAND) DESIGNATED AS PTS 1,3,4 & 7, PL 12R22289; PT 1, PL 12R22656; AMHERSTBURG; TOG/W EASE OVER PTS 1, 2, 3 & 4 ON PL 12R22813 AS IN CE312537

Address AMHERSTBURG

Applicant(s)

Name ESSEX STANDARD CONDOMINIUM CORPORATION NO. 118

Address for Service c/o 2155 Fasan Drive, R.R. #1, Oldcastle, ON N0R 1L0

Essex Standard Condominium Corporation No. 118 hereby certifies that by-law number 8 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, Dominic Amicone, President, Sandra Couloufis, Vice-President and Christine Thompson, Secretary-Treasurer, have the authority to bind the corporation.

Signed By

Colleen April Bruni

250 University Avenue Suite 700
Toronto
M5H 3E5

acting for
Applicant(s)

Signed

2016 05 12

Tel 416-214-5200

Fax 416-214-5400

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

Submitted By

SHIBLEY RIGHTON LLP

250 University Avenue Suite 700
Toronto
M5H 3E5

2016 05 12

Tel 416-214-5200

Fax 416-214-5400

Fees/Taxes/Payment

Statutory Registration Fee \$62.85

Total Paid \$62.85

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

yyyy mm dd Page 11 of 13

File Number

Applicant Client File Number :

2152360/MAK/CAB

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 118

BY-LAW NO. 8

BE IT RESOLVED that Bylaw No. 1 has been amended by By-Law No. 8 herein.

In Article VI clause 3:


Delete: "Qualification" - Each Director shall be eighteen (18) or more years of age, must be an owner who is occupying his or her Unit for not less than six (6) months of the calendar year, be mentally competent to fulfill the duties associated with such position and not be an undischarged bankrupt.

Insert: "Qualification" Each director shall be eighteen (18) or more years of age, must be mentally competent to fulfill the duties associated with such position, and not be an undischarged bankrupt.

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 118 hereby enacts the foregoing By-Law by the vote of its directors pursuant to the Condominium Act, 1998 as evidenced by the respective signature hereto of all of the directors.

Dated at Windsor, ON this 26 day of April, 2016.

Essex Standard Condominium Corporation No. 118

Per: 
Dominic Amicone, Director

Per: 
Sandra Couloufis, Director

Per: 
Christine Thompson, Director

We have authority to bind the Corporation.

CONDOMINIUM ACT, 1998

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

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 118 hereby certifies that:

1. The copy of By-law No. 1, attached hereto, 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 this By-law No. 8.

Dated this 26 day of April, 2016

ESSEX STANDARD CONDOMINIUM CORPORATION NO. 118

Per: 

Dominic Amicone, President

Per: 

Sandra Couloufis, Vice-President

Per: 

Christine Thompson, Secretary-Treasurer

We have the authority to bind the Corporation.

OFFICE SCHEDULE

CE 242918
CERTIFICATE OF RECEIPT
RECEPTE
ESSEX (12) WINDSOR
OCT 23 2006 8:33 a.m.

LAND REGISTRAR/REGISTRATEUR

DECLARATION

CONDOMINIUM ACT, 1998

ESSEX
(Insert Office Name) CONDOMINIUM PLAN NO. 118
NEW PROPERTY IDENTIFIER'S BLOCK 01868
RECENTLY: 01569-0290 01569-0295 01569-0296
DECLARANT: HARBOURVIEW RESIDENCES INC.

SOLICITOR: MARY ANN KEEFNER

ADDRESS: MILLER, CAMFIELD
200 - 443 OUELLETTE AVENUE
WINDSOR ON
N9A 6R4

PHONE: (519) 561-1409
(519) 977-1555 FAX: (519) 977-1566

No. OF UNITS 74

FEES: \$70.00 + (\$5.00 x (number of unit)) = 440.00

DECLARATION OF HARBOURVIEW CONDOMINIUMS

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the Condominium Act, 1998, as amended, and the Regulations made thereunder (all of which are hereinafter referred to as the "Act") by:

HARBOURVIEW RESIDENCES INC.

(hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the Town of Amherstburg, in the County of Essex, and being more particularly described in Schedule "A", and in the Description submitted herewith by the Declarant for registration in accordance with the Act;

AND WHEREAS the Declarant has constructed a building upon the said lands containing thirty-seven (37) Residential Units, thirty-seven (37) Storage Units and forty-four (44) parking spaces;

AND WHEREAS the Declarant intends that the registration of this Declaration and description shall create a freehold standard condominium corporation;

AND WHEREAS the Declarant intends that the said lands together with the said building constructed thereon shall be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I

INTRODUCTORY

1. Definitions

- (a) All words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time.
- (b) The "Corporation" means the condominium corporation created by the registrations of this declaration, and the description, pursuant to the Condominium Act, 1998, as amended.
- (c) "Residential Units" means all units contained in the building constructed for the purpose of habiting, sleeping and eating on the lands forming Schedule "A" being all units in levels 1, 2, 3, 4 and 5.
- (d) "Storage Units" means all units contained in the building constructed for the purpose of storage on the lands forming Schedule "A" being all units 1-37 on Level A.

2. Statement of Intention

The Declarant intends that the lands and interests appurtenant to the lands described in Schedule "A" be governed by the Act, and any amendments thereto. The Corporation is intended to be a standard condominium corporation in accordance with the provisions of the Act.

3. Consent of Encumbrances

The consent of every person having a registered charge or mortgage against the land or interest appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.

4. 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.

5. Common Interest Allocation

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. The total of the proportions of the common interests shall be one hundred (100%) per cent.

6. Common Expense Allocation

Each residential unit owner shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common expenses shall be one hundred (100%) per cent.

7. Address for Service and Mailing Address of the Corporation

The Corporation's address for service and mailing address shall be 2155 Fasan Drive, RR #1, OLDCASTLE, ON N0R 1L0, or such other address as the Corporation may by resolution of the board determine.

ARTICLE II

COMMON EXPENSES

For the purpose of this Article "Owner" shall mean Residential Owner.

1. Specification of Common Expenses

Common expenses means the expenses of the performance of the objects and duties of the Corporation, and without limiting the generality of the foregoing, shall include those set out in the Act and in Schedule "E" attached hereto.

2. Payment of Common Expenses

Each Owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses as may be provided for by the by-laws of the Corporation ("By-laws"), and the assessment and collection of contributions toward common expenses may be regulated by the Board pursuant to the By-laws.

3. Reserve Funds

(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.

(b) No part of the Reserve Funds shall be used except for the purpose for which the funds were established. The Reserve Funds shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation.

4. Certificate of Common Expenses

The Corporation shall, upon request and payment, provide the requesting party with an estoppel certificate and accompanying statements and information in accordance with Section 32(8) of the Act.

The Corporation shall forthwith provide the Declarant with an estoppel certificate and all such accompanying statements 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.

ARTICLE III

COMMON ELEMENTS

1. Use of Common Elements

(a) Subject to the provisions of the Act, the declaration, the by-laws and the rules and regulations passed pursuant thereto, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

(b) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and notwithstanding any by-laws or rules of the corporation to the contrary, the Declarant shall be entitled to erect and maintain signs for marketing and/or sale purposes upon the common elements, and within or outside any unsold units, pursuant to the Declarant's ongoing marketing program, at such locations and having such dimensions as the Declarant may determine in its sole discretion until such time as all dwelling units are sold and conveyed.

2. Exclusive Use of Parts of Common Elements

Subject to compliance with the Act, the declaration, the by-laws and the rules passed pursuant to the Act, the owners units described in Schedule "F" attached hereto shall have the exclusive use of those parts of the common elements as set out in Schedule "F" attached hereto.

3. Terrace Roof Area

The owners of Units 1, 6, 7 and 8, Level 5 shall be entitled to the exclusive use of the Terrace Roof Area which bears the prefix TRA following by the unit # and as defined in Schedule "F", subject to the following conditions:

- (a) the number of persons using the Terrace Roof Area shall be limited to a number not exceeding load design of the roof structure, and a sign shall be erected and maintained in locations approved by the Town of Amherstburg Building Department designating the number of people allowed to use the roof terrace at any one time.
- (b) use of the roof area by Unit owners or their invitees shall be limited to their Terrace Roof Area.
- (c) no electronic devices, antennas or satellite dishes shall be installed on the Terrace Roof Area or any part of the roof.
- (d) the owners of Units 1, 6, 7 and 8, Level 5, shall be fully liable for any accidents, bodily injury or death resulting from the use of the Terrace Roof Area. Liability insurance in any amount satisfactory to the Condominium Corporation shall be maintained at all times naming the Condominium Corporation, the Developer, the General Contractor and the Architect as additional insured.
- (e) no fixtures, equipment or landscaping or any other items or articles shall be placed upon the roof terrace that would exceed the load limits of the roof design.
- (f) use of the Terrace Roof Area and any and all work to be performed on the roof terrace at any time and from time to time shall be done in compliance with the Town of Amherstburg and by-laws in accordance with the Ontario Building Code.

4. 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 not designated as Exclusive Use Common Areas and used from time to time as office, utility areas, operating machinery, roof or any other parts of the Common Elements used for the care, maintenance or operation of the property or any part thereof.
- (b) Subparagraph (a) of paragraph 2 of this Article III shall not apply to any first mortgagee holding mortgages on at least thirty (30%) percent of the Units who shall have a right of access for inspection upon forty-eight (48) hours notice to the Corporation or its agent.
- (c) No alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge or erection of any kind whatsoever (the "Work") shall be performed, done, erected or planted within or in relation to the common elements (including any part thereof over which any owner has the exclusive use) except by the Corporation or with its prior written consent or as is permitted by the by-laws or rules.
- (d) The Corporation shall have access to all reasonable times to any part of the common elements over which any owners has the exclusive use in order to do the Work.

5. Substantial Change to Property

- (a) The Corporation may, by a vote of Owners who own eighty (80%) per cent of the Units, make any substantial addition, alteration or improvement to or renovation of the Common Elements, or make any substantial change in the assets of the Corporation.
- (b) For the purposes of subclause (a) of this paragraph (3) of this Article III, the Board, in its absolute discretion, shall decide whether any addition, alteration or improvement or renovation of the Common Elements, or any change in the assets of the Corporation is substantial.
- (c) No alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge or erection of any kind whatsoever (the "Work") shall be performed, done, erected or planted within or in relation to the Common Elements (including any part thereof over which any owner has the exclusive use) except by the Corporation or with its prior written consent or as permitted by the bylaws or rules.

(d) The Corporation shall have access at all reasonable times to any part of the Common Elements over which any owner has the exclusive use in order to do the work.

6. Visitor Parking

If required by the by-law of the Municipality, Parking Spaces designated for visitor parking, shall be maintained by the Corporation and shall be used only by visitors to the property and abutting property for the parking of their vehicles and shall not be used by the Corporation or any of the Owners for any other purpose whatsoever.

7. Pets

No animals other than one pet belonging to an Owner of a Residential Unit and permitted pursuant to paragraph 1(f) of Article IV of this Declaration shall be allowed upon the Common Elements. Pets must be carried or be on a leash at all times when on or about the Common Elements.

ARTICLE IV

UNITS

1. General Restrictions

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

(a) No unit shall be occupied or used by anyone in a manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation;

(b) If any Owners shall do or permit anything to be done in the 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;

(c) Each Owner shall comply and shall require all members of his family, residents, guests and visitors to his Unit to comply with the Act, this Declaration, the By-laws from time to time enacted by the Corporation and the rules and regulations;

(d) No change shall be made in the colour of any exterior glass, window, door or screen of any Unit except with the prior written consent of the Board of Directors of the Corporation. Each Owner shall not cause anything to be 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 of Directors of the Corporation, and further, when approved, subject to the rules and regulations adopted by the Board of Directors of the Corporation. Window coverings visible from the exterior must be off-white in colour.

No clothesline or similar device shall be allowed on any portion of the property nor shall clothes be hung anywhere except where designated by the Board of Directors of the Corporation.

(e) No exterior aerial, antenna or satellite dish shall be placed on the property, including Units and Common Elements, unless the Board of Directors consents in writing to the said antenna, aerial or satellite dish;

(f) No animal, livestock or fowl of any kind other than one pet, being one dog or cat not exceeding 25 lbs., caged birds except for pigeons, and tropical fish shall be kept or allowed in any Unit. Notwithstanding this provision any animal, which is deemed by the Board, in its absolute discretion, to be a nuisance shall be removed from the premises.

Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the property. No breeding of animals for sale shall be carried on, in, or around any Unit.

2. Residential Units

(a) Each Residential Unit, the boundaries of which are described in Schedule "C", shall be occupied and used only as a private, single family residence and each Residential Unit shall have the exclusive right to use one (1) parking space designated for parking a single automobile, said space to be designated by the Board from time to time (however, the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining Units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs until all Residential Units have been sold by the Declarant.) Each Residential Unit shall have the right to use one storage area to be designated by the Board from time to time.

(b) Each Residential Unit on the ground floor shall have the exclusive right to use of a patio adjacent to or contiguous to the unit and each Residential Unit on Levels 2-5 shall have the exclusive right to use of a balcony contiguous to the Unit as described in Schedule "F".

(c) 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 without the written consent of the Board of Directors.

(d) No Residential Unit Owner shall make any change, addition, modification or alteration, except for any change, addition, modification or alteration which is solely decorative in nature, in or to his Residential Unit or make any change, addition, modification or alteration to any installation upon the Common Elements, or maintain, decorate, alter or repair any part of the Common Elements, except for maintenance of those parts of the Common Elements which he has the duty to maintain without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board.

(e) In the event the Board of Directors of the Corporation determines that any noise is being transmitted to another Residential Unit and that such noise is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Residential Unit is below or wherever situated in relation to the offending Residential Unit), then the Owner of such Residential or Parking Unit from which the noise emanates shall, at his own expense, take such steps as shall be necessary to abate such noise to the satisfaction of the Board of Directors of the Corporation.

In the event the Owner of such Residential Unit from which the noise emanates fails to abate the noise, the Board of Directors 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.

3. Storage Units:

(a) No one shall retain ownership of any Storage Unit after he or she has sold and conveyed title to his or her Residential Unit.

(b) Any sale, transfer, assignment or other conveyance of any Storage Unit shall be made only to the Declarant, the Corporation, or to any owner of a Residential Unit in the Corporation.

(c) Any lease of a Storage Unit shall be made only to the Declarant, the Corporation or to any owner or tenant of a Residential Unit in either of the Corporation, provided however, that if the Storage Unit is leased to a tenant then the term of such lease shall not extend beyond the term of tenancy of the Residential Unit.

(d) If a Storage Unit is leased as above, then on the lessee's sale of the Residential Unit, the lease of the Storage Unit shall also be assigned to the transferee of the Residential Unit or to some other owner or tenant of a Residential Unit in either of the Corporation within thirty (30) days of the date of transfer of the Residential Unit, failing which the lease will automatically terminate and be of no further force or effect and the Storage Unit shall revert back to the lessor.

(e) Where the lessee of a Storage Unit is an owner or tenant of a Residential Unit within the Corporation, and the lessee is deprived of possession and/or ownership of his or her dwelling unit through any legal action against the dwelling unit, then the lease of the Storage Unit shall be deemed to be in default and shall be automatically terminated and be of no further force or effect and the Storage, which was subject to such lease, shall automatically revert to the lessor thereof.

(f) Any instrument or other document purporting to effect sale, transfer, assignment or conveyance of any Storage Unit, in contravention of any of the foregoing provisions hereof, shall be automatically null and void and of no force or effect whatsoever, and any lease of

any Storage Unit shall be automatically deemed and construed to be amended in order to accord with the foregoing provisions hereof.

6. Use of Storage Spaces

Each Storage Unit shall be used for the storage of personal items in accordance with the rules of the Corporation in force from time to time and without limiting same shall not be used to store "Hazardous Substances" which include but is not limited to, any contaminants, pollutants, dangerous substances, including asbestos liquid wastes, industrial wastes, toxic substances, hazardous or toxic chemicals. Hazardous wastes, hazardous materials or hazardous substances either in fact or as defined in or pursuant to any laws.

5. Leasing of Units

Notification of Lease:

(a) Where the Owner of a Unit leases his Unit, the Owner shall notify the Corporation that the Unit is leased and shall provide to the Corporation, the lessee's name and the Owner's address.

(b) In addition, no Owner other than the Declarant shall lease his Unit unless he first delivers to the Corporation a covenant or agreement signed by the lessee to the following effect:

"I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the Unit and common elements rented to me, comply with the Condominium Act, the Declaration, the By-laws, and all rules and regulations of the Condominium Corporation, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I were an Owner, except for the payment of common expenses, unless otherwise provided by the Condominium Act."

(c) No Residential Unit lessee 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 lessee 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.

(d) Any Owner leasing his Unit shall not be delivered thereby from any of his obligations with respect to the Unit, which shall be joint and several with his lessee.

ARTICLE V

1. Repairs and Maintenance by Owner

(a) Each Owner shall maintain his Unit, and subject to the provisions of this Declaration, each Owner shall repair his Unit after damage, all at his own expense, and each Owner shall maintain at his own expense such parts of the Common Elements over which he has exclusive use.

(b) The Corporation shall make any repairs that an Owner is obliged to make pursuant to paragraph (1) of this Article V and those repairs he does not make within a reasonable time and in such an event, an Owner shall be deemed to have consented to having said repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of twenty-four (24%) per cent per annum. The Corporation may collect all such sums of money 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 Elements and recoverable as such.

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 so maintain and repair his Unit and such parts of the common elements for which he is responsible, 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.

3. Repair and Maintenance by Corporation

The Corporation shall maintain and repair the Common Elements at its own expense, 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 Article V.

ARTICLE VI

INDEMNIFICATION

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.

ARTICLE VII

TERMINATION

The Corporation shall, within twenty (20) days after a determination that there has been substantial damage to twenty-five (25%) percent of the building give to all Owners and to all mortgagees noted on the record of the Corporation notice of the determination and of a meeting of Owners to be held within thirty (30) days after the determination for the purpose of allowing the Owners to vote for termination or repair.

ARTICLE VIII

INSURANCE

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" as is generally available from commercial insurers in a standard "all risk" 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 and betterments made or acquired by an Owner;
- (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 of Directors from time to time which deductible shall be the responsibility of the Corporation in the event of a claim.

Every policy of insurance shall insure that interests of the Corporation and the Owners from time to time, as their respective interests may appear, with mortgagee endorsements, which shall be subject to the provisions of 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 as against the Owners, and any member of the household or guests of any Owner or occupant of a Unit, except for arson, fraud, vehicle impact, vandalism or malicious mischief;
- (ii) that such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days' written notice to the Corporation and to the Insurance Trustee;
- (iii) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the property by the Act is terminated;
- (iv) a waiver of any defence based on co-insurance (other than a stated amount co-insurance clause);
- (v) a waiver of any defence based on invalidity arising from the conduct or act or omission of or breach of a statutory condition by any person.

(b) 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 one million (\$1,000,000.00) Dollars per occurrence and without right of subrogation as against the Owners and any member of the household or guests of any Owner or occupant of a Unit.

(c) 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.

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 an Owner in writing to adjust any loss to his 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 subclause (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; 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 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) Each Owner shall indemnify and save the Corporation harmless from and against any loss, cost, damage, injury or liability which the Corporation may suffer or incur resulting from (or caused by) any deliberate or wilful act or omission, or any negligent act or omission, of such owner (or of any resident, tenant, invitee or licensee of such owner's unit, or of anyone else for whose actions or omissions such owner is in law responsible) affecting the common elements (or any portion hereof), the owner's unit and/or any other unit(s), except for any loss, cost, damage, injury or liability insured against by the Corporation and for which proceeds of insurance sufficient to cover any such loss, cost, damage, injury or liability are paid or payable directly to (or for the benefit of) the Corporation. All payments to be made by any owner pursuant to this section shall be deemed to be additional contributions toward the common expenses payable by such owner, and shall be recoverable as such (with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears). Without limiting the generality of the foregoing, and notwithstanding anything contained in this declaration to the contrary, all costs and expenses (including the Corporation's insurance deductible, if applicable, and all legal fees on a solicitor and his/her own client basis, as well as all applicable disbursements) incurred by the Corporation by reason of any breach of any provision(s) of the Act, this declaration, and by-law(s) and/or rule(s) of the Corporation in force from time to time (including a breach of any agreement binding upon the Corporation and expressly authorized or ratified by any by-law of the Corporation), or by reason of any damage or injury occasioned to any unit(s) or any portion of the common elements, committed by any unit owner (or by any resident(s) of such owner's unit, and/or by said respective tenants, invitees or licensees, or by anyone else for whose actions or omissions such owner is in law responsible) shall be fully borne and paid for by (and shall ultimately be the sole responsibility of) such owner, and such owner shall accordingly be obliged to forthwith reimburse the Corporation for the aggregate of all such costs and expenses so incurred, failing which same shall be deemed for all purposes to constitute an additional contribution towards the common expenses payable by such owner, and shall be recoverable as such (with corresponding lien rights in favour of the Corporation against such owner's unit, similar to the case of common expense arrears).

(e) 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.

(f) Where insurance proceeds are received by the Corporation or any other person other than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Article IX.

(g) Upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) percent or more of the Units, or at the discretion of the Board of Directors, and in any event not less than once every three (3) years, the Corporation shall obtain an appraisal from an independent qualified appraiser for the full replacement cost of the assets. The cost of such appraisal shall be a common expense.

3. By the Residential Unit 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, or any other insurance, should be obtained and maintained by such Residential Owner for his own benefit:

(a) Insurance on any additions, improvements or betterment made by the Owner to his Unit (to the extent that same are not included as part of the standard unit for the class of unit which the owner's unit belongs and correspondingly not covered 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 his Unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles and/or bicycle(s), and for loss of use and occupancy of his 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 arson, fraud, vehicle impact, vandalism or malicious mischief.

(b) Public liability insurance covering any liability of any Owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

(c) Additional living expenses incurred by an Owner if forced to leave his unit by one of the hazards protected against under the Corporation's policy.

(d) Special assessments levied by the Corporation.

(e) Contingent insurance coverage, in the event that the Corporation's insurance is adequate to fully cover any particular damage or injury involving or otherwise affecting any owner.

(f) Insurance covering any deductible amount under the Corporation's master insurance policy, that is payable by any Owner or for which an Owner may be responsible for reimbursing the Corporation.

(g) Any other insurance deemed necessary and desirable by any Owner and his or her insurance advisors.

ARTICLE IX

INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

1. The Corporation may 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 ten thousand (\$10,000.00) Dollars payable to the Corporation;

(b) the holdings 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; and

(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 a by-law passed

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.

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 Notice of Lien registered by the Corporation against such Unit, in accordance with the priorities thereof;

The Board, in accordance with the provisions of the Act, determines that:

(i) there has not been substantial damage to twenty-five (25%) percent of the building; or

(ii) there has been substantial damage to twenty-five (25%) percent of the building and within ninety (90) days thereafter the Owners who own sixty-six and two-thirds (66 2/3%) percent of the Units do not vote for termination,

the Insurance Trustees 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 X

GENERAL MATTERS AND ADMINISTRATION

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.

(b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and without notice for the purpose of repairing the Unit and 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 key to all locks to each Unit. No Owner shall change any lock or place any additional locks on the doors to any Unit without immediately providing to the Corporation a key for each new or changed lock.

(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 whatsoever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-laws.

2. **Collection of Ferry Fees and Association Fees**

(a) The Condominium Corporation shall collect monthly as part of the Common Expenses and remit to the Bois Blanc (Boblo) Island Community Association, the Association membership fees on behalf of each unit owner.

(b) The Condominium Corporation shall collect monthly as part of the Common Expenses and remit to the Ferry Company (who from time to time operates the ferry providing access and egress to and from Boblo Island to the Amherstburg mainland) the monthly ferry fees payable from time to time by each unit owner for said services.

3. **Easement for Storm Sewer Line**

The Condominium Corporation shall execute documentation as required to create and register on title an easement over abutting lands owned by Boblo Developments Inc. in favour of the Condominium Corporation for the purpose of a Storm Sewer Line extending over the abutting lands to the water's edge.

4. **Architectural and Structural Plans**

A complete set of all the original as-built architectural and structural plans and specifications for any additions, alterations or improvements from time to time made to the Common Elements or to any Unit with the prior consent in writing of the Board shall be maintained in the office of the Corporation at all times, for the use of the Corporation in rebuilding or repairing any damage, and for the use of any Owner or mortgagee.

5. **Connection to Natural Gas**

If and when natural gas is available to the Condominium Corporation, it will execute all required documentation, pay all required fees and do all things necessary to connect the Condominium Corporation to the natural gas lines.

6. The Condominium Corporation will not object to any change in the existing sewage treatment facility which may facilitate the flow of sewage directly to the mainland of Amherstburg and will execute any consent or document required to confirm same.

7. **Units Subject to Declaration, By-laws and Rules and Regulations**

All present and future Owners, tenants and occupants of Units, including their families, guests and visitors, shall be subject to and shall comply with the provisions of this Declaration, the By-laws and any other rules and regulations of the Corporation.

The acceptance of a deed or transfer, or the entering into of a lease, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-laws and any other rules and regulations as they may be amended from time to time, are accepted and ratified by such Owner, tenant or resident and all of such provisions shall be deemed and taken to be covenants running with the Unit and shall bind any person having, at any time, an interest or estate in such Unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease or occupancy agreement.

8. **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 any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the other provisions 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. **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.

10. **Construction of Declaration**

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

11. Headings

The headings in the body of this Declaration shall form part of the Declaration but shall be deemed to be inserted for the convenience of reference only.

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

DATED at Windsor Ontario, this 19th day of Oct., 2006

HARBOURVIEW RESIDENCES INC.

Per:  President

I have authority to bind the corporation.


SCHEDULE "A"

In the Town of Amherstburg, formerly in the Township of Malden, in the County of Essex and in the Province of Ontario, being composed of Part of Bois Blanc Island (Bob-Lo Island), (Geographic Township of Malden) designated as Parts 1, 3, 4 and 7 on a plan of survey of record deposited in the Land Registry Office for the Land Titles Division of Essex (12) as 12R-22289 and Part 1 on a plan of survey of record deposited in the Land Registry Office for the Land Titles Division of Essex (12) as 12R-22656 hereinafter referred to as the "Condominium Lands."

Being all of PIN's 01569-0290; 01569-0295; 01569-0296

In my opinion, based on the parcel register and the plans and documents recorded in therein, the legal description is correct, the described easements will exist in law upon the registration of the declaration and the description and the declarant is the registered owner of the property and appurtenant interests.

September 18, 2006


Mary-Ann Keefe, Solicitor
Miller, Canfield, Paddock and Stone, LLP
Barristers & Solicitors

FOR: Harbourview Residences Inc.

4-23127.X07
E-Malden-Bob-Lo
BC/

SCHEDULE "B." TO THE DECLARATION

Condominium Act, 1998

**CONSENT
(SCHEDULE B TO DECLARATION)
(under clause 7(2)(b) of the *Condominium Act, 1998*)**

1. Canadian Imperial Bank of Commerce has a registered mortgage within the meaning of clause 7 (2)(b) of the *Condominium Act, 1998*, registered as Instrument No. CE201455 in the Land Registry Office for the Land Titles Division of Essex (No.12).
2. I (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. I(We) postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. I am (We are) entitled by law to grant this consent and postponement.

10 October
Dated this 20th day of September, 2006.

Canadian Imperial Bank of Commerce

Per 
(signature)
Name and Position : **SAM BERTUCCI**
Risk Analyst

Per 
(signature)
Name and Position : **ANN MARIE MERRICK**
Asst. General Manager

I/WE have authority to bind the Corporation.

SCHEDULE "B," TO THE DECLARATION

Condominium Act, 1998

**CONSENT
(SCHEDULE B TO DECLARATION)
(under clause 7(2)(b) of the Condominium Act, 1998)**

1. Grossl Corporation has a registered mortgage within the meaning of clause 7 (2)(b) of the *Condominium Act, 1998*, registered as Instrument No. CE201225 and postponement by Instrument No. CE201294 in the Land Registry Office for the Land Titles Division of Essex (No.12).
2. I 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. I postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. I am entitled by law to grant this consent and postponement.

Dated this 30 day of September, 2006.

GROSSI CORPORATION

Per 
(signature)
Carl Grossi, President

I have authority to bind the Corporation.

SCHEDULE "B," TO THE DECLARATION

Condominium Act, 1998

CONSENT

**(SCHEDULE B TO DECLARATION)
(under clause 7(2)(b) of the *Condominium Act, 1998*)**

1. Boblo Developments Inc. has a registered mortgage within the meaning of clause 7 (2)(b) of the *Condominium Act, 1998*, registered as Instrument No. CE121058 in the Land Registry Office for the Land Titles Division of Essex (No. 12).
2. I 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. I postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. I am entitled by law to grant this consent and postponement.

Dated this 20th day of September, 2006.

BOBLO DEVELOPMENTS INC.

Per

(signature)

Dominic Amicone, President

I have authority to bind the Corporation.

SCHEDULE "B," TO THE DECLARATION

Condominium Act, 1998

**CONSENT
(SCHEDULE B TO DECLARATION)
(under clause 7(2)(b) of the *Condominium Act, 1998*)**

1. Boblo Property Finance Inc. has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Instrument No. CE126960 in the Land Registry Office for the Land Titles Division of Essex (No. 12).
2. I 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. I postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. I am entitled by law to grant this consent and postponement.

Dated this 20th day of September, 2006.

BOBLO PROPERTY FINANCE INC.

Per 

(signature)

Dominic Amicone, President

I have authority to bind the Corporation.

SCHEDULE 'C'

Standard

Each Residential Unit shall comprise the area within the heavy lines shown on Part 1, Sheet 2 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, Sheet 2 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 7 (inclusive) on Level 1, Units 1 to 8 (inclusive) on Levels 2 and 3, Units 1 to 7 (inclusive) on Levels 4 and 5)

a) Each Residential Unit is bounded vertically by:

- i) the upper surface and plane of the concrete floor slab and production thereof
- ii) the backside surface and plane of the drywall sheathing on the ceilings and production thereof

b) Each Residential Unit is bounded horizontally by:

- i) the backside surface and plane of the drywall sheathing and production thereof separating one unit from another such unit or from the common element.
- ii) the unfinished 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 STORAGE UNITS

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

a) Each Storage Unit is bounded vertically by:

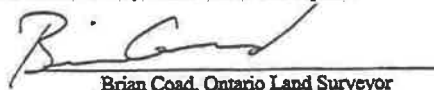
- i) the upper surface and plane of the concrete floor slab and production thereof
- iii) the backside surface and plane of the drywall sheathing on the ceilings and production thereof

b) Each Storage Unit is bounded horizontally by:

- i) the interior or unit side surface of the concrete block or masonry walls.
- ii) the plane defined by the line of the expanded steel mesh separating one unit from another such unit or the common element.

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

February 15, 2006



Brian Coad, Ontario Land Surveyor
Verhaeghe•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"

PROPORTION OF COMMON INTEREST AND THE COMMON
EXPENSES EXPRESSED IN PERCENTAGE

<u>LEVEL</u>	<u>UNIT</u>	<u>PERCENTAGE</u>	<u>LEVEL</u>	<u>UNIT</u>	<u>PERCENTAGE</u>
106	1	2.719746%	A (Storage)	1	0.021750%
108	2	2.075429%		2	0.021750%
107	3	2.319971%		3	0.021750%
105	4	2.264684%		4	0.021750%
103	5	2.264684%		5	0.021750%
101	6	2.181751%		6	0.021750%
102	7	3.806369%		7	0.021750%
				8	0.021750%
206	1	2.719746%		9	0.021750%
208	2	2.398650%		10	0.021750%
207	3	2.319971%		11	0.021750%
205	4	2.264684%		12	0.021750%
203	5	2.264684%		13	0.021750%
201	6	2.181751%		14	0.021750%
202	7	2.517732%		15	0.021750%
204	8	2.426294%		16	0.021750%
				17	0.021750%
306	1	2.719746%		18	0.021750%
308	2	2.398650%		19	0.021750%
307	3	2.319971%		20	0.021750%
305	4	2.264684%		21	0.021750%
303	5	2.264684%		22	0.021750%
301	6	2.181751%		23	0.021750%
302	7	2.517732%		24	0.021750%
304	8	2.426294%		25	0.021750%
				26	0.021750%
406	1	2.719746%		27	0.021750%
408	2	2.398650%		28	0.021750%
407	3	3.036589%		29	0.021750%
405	4	3.870163%		30	0.021750%
401	5	2.181751%		31	0.021750%
402	6	2.517732%		32	0.021750%
404	7	2.426294%		33	0.021750%
				34	0.021750%
506	1	3.834013%		35	0.021750%
508	2	3.512917%		36	0.021750%
507	3	4.563390%		37	0.021750%
505	4	3.870163%			
501	5	3.500158%			
502	6	2.517732%			
504	7	2.426294%			
TOTAL				100.000000%	

4-23127.X07
E-Mald-Bob-Lo
BC/

SCHEDULE "E" TO THE DECLARATION

COMMON EXPENSES

Common expenses shall include the following:

- (a) All expenses of the corporation incurred by it or the board in the performance of the objects and duties of the corporation whether such objects or duties are imposed under the provisions of the Act or of this declaration or performed pursuant to any by-law of the corporation;
- (b) All sums of money levied or charged to the corporation on account of any and all public private suppliers of insurance coverage, taxes, utilities and services including, without limiting the generality of the foregoing, levies or charges for:
 - garbage collection
 - insurance premiums
 - water and sewage, unless separately metered for each unit
 - electricity, unless separately metered for each unit
 - waste disposal
 - fuel, including gas, oil, electricity unless separately metered for each unit
 - maintenance materials, tools and supplies
 - snow removal and landscaping for common areas only
 - grass cutting, lawn fertilizer and irrigation
 - realty taxes (including local improvement charges) levied against the entire property until such time as taxes are levied against each unit separately
- (c) Remuneration payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the property;
- (d) The cost of maintaining fidelity bonds as provided in the by-laws;
- (e) All sums of money paid or payable by the corporation to or for the benefit of any and all persons, firms or corporations engaged or retained by the corporation, the board, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the corporation, including without limitation legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services;
- (f) The cost of furnishings and equipment for use in and about the common elements including the repair, maintenance, operation, or replacement thereof;
- (g) All sums of money paid or payable by the corporation pursuant to the provisions of subsections (4) and (5) of section 38 of the Act, as amended;
- (h) The cost of borrowing money for the purpose of carrying out the objects and duties of the corporation;
- (i) The cost of insurance appraisals;
- (j) The fees of the Insurance Trustee;
- (k) The cost of any leases entered into by the Corporation for the supply of any equipment or recreational premises;
- (l) The cost of a reserve fund study;
- (m) The cost of a technical audit;
- (n) The ferry fees payable for access and egress for each unit owner, its family and invitees;
- (o) The Bois Blanc (Boblo) Island Community Association fees for each unit owner (member).

SCHEDULE "F"

F-1

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) **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 and, in the case of units with two patios, followed by the letter "A" as shown on Sheet 1, Part 2 of the description filed concurrently herewith.
- (2) **TERRACES:** the owner of each residential Unit on Level 5 (Loft) shall have the exclusive use of the terrace area designated in the description by being numbered the same as the number of such Unit with the letter "T" preceding such number as shown on Sheet 1, Part 2 of the description filed concurrently herewith.

SCHEDULE 'G'

(Engineer)

I certify that:

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

(Check whichever boxes are applicable)

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 garages have walls and floor assemblies in place.

OR

- ☒ There are no underground garages.
5. ☐ All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

- ☐ There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. ☐ All installations with respect to the provision of water and sewage services are in place.
7. ☐ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. ☐ All installations with respect to the provision of air conditioning are in place.

OR

- ☐ There are no installations with respect to the provision of air conditioning.
9. ☐ All installations with respect to the provision of electricity are in place.
10. ☐ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

- ☒ There are no indoor and outdoor swimming pools.
11. ☒ Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 21st day of September 2006

4-23127.X15

Dr. Medha Ghobrial, Professional Engineer
HANNA GHOBRIAL AND SPENCER LTD.



SCHEDULE 'G'

(Engineer)

I certify that:

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

(Check whichever boxes are applicable)

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 garages have walls and floor assemblies in place.

OR

- ☐ There are no underground garages.
5. ☐ All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

- ☐ There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. ☒ All installations with respect to the provision of water and sewage services are in place.
7. ☒ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. ☒ All installations with respect to the provision of air conditioning are in place.

OR

- ☐ There are no installations with respect to the provision of air conditioning.
9. ☒ All installations with respect to the provision of electricity are in place.
10. ☐ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

- ☐ There are no indoor and outdoor swimming pools.
11. ☐ Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 22 day of September 2006


Mr. Mark Kurzuk, Professional Engineer
FIELD CRAFT ENGINEERING LTD.

4-23127.X15



SCHEDULE 'G'

(Architect)

I certify that:

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

(Check whichever boxes are applicable)

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 garages have walls and floor assemblies in place.

OR

- ☒ There are no underground garages.
5. ☒ All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

- ☐ There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. ☐ All installations with respect to the provision of water and sewage services are in place.
7. ☐ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. ☐ All installations with respect to the provision of air conditioning are in place.

OR

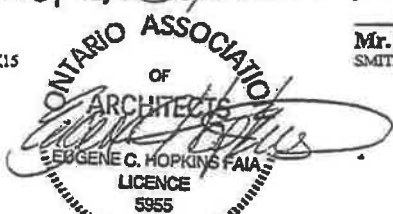
- ☐ There are no installations with respect to the provision of air conditioning.
9. ☐ All installations with respect to the provision of electricity are in place.
10. ☐ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

- ☒ There are no indoor and outdoor swimming pools.
11. ☒ Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 21 day of September, 2006

4-23127.X15



Mr. Eugene C. Hopkins, FAIA
SMITHGROUP INC.

Essex Condominium Corporation 118
BUDGET
 Nov 2022 - Oct 2023

REVENUE

4100 - Common fees	194,500.00
4108 - Propane Recovery	24,420.00
4200 - Storage Locker Fees	1,377.00
4275 - Transfer to Reserve	(73,257.00)
TOTAL REVENUE:	\$147,040.00

EXPENDITURES

5010 - Audit	3,900.00
5015 - CAO	450.00
5030 - Insurance	18,079.20
5050 - Legal fees	500.00
5060 - Management fees	15,553.30
5080 - Office supplies	200.00
5090 - Postage/xeroxing	200.00
5110 - Telephone	2,800.00
5210 - Contract cleaning	11,900.00
5212 - BBHOA- Fees	10,175.00
5230 - Elevator costs	8,000.00
5250 - General repairs and maintenance	3,472.60
5252 - Window Washing	3,300.00
5280 - Landscaping	9,436.00
5290 - Miscellaneous	658.00
5330 - Fire Monitoring	300.00
5335 - Fire Inspections	7,000.00
5340 - Snow removal	8,895.00
5360 - Pest Control	600.00
5420 - Hydro	10,000.00
5430 - Water	13,000.00
5440 - Propane Expense	25,200.00
TOTAL OPERATING EXPENDITURES:	\$153,619.20



Essex Condominium Corporation 118

BUDGET

Nov 2022 - Oct 2023

DEFICIT/SURPLUS:

-\$6,579.21





CERTIFICATE OF INSURANCE

DATE: October 17, 2022

This is to certify to: **CIBC**
595 Bay Street, Suite 500
Toronto, ON M5G 2C2

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

Name Insured: Essex Condominium Corp No. 118 o/a Harbourview Residences Inc.
Mailing address: c/o Huron Shores Property Management –
1010 University Ave W, Suite 106, Windsor, ON N9A 5S4
Insurer: Gore Mutual

Location & Operations: Operations usual to the business of the Named Insured which this Certificate applies: **34 Boblo Island Blvd, Amherstburg, ON N9V 0C4**

KIND OF POLICY	POLICY NO.	EFF-EXPIRY DATE (DD/MM/YYYY)	LIMITS OF LIABILITY	
COMMERCIAL GENERAL LIABILITY Occurrence Form Products and/or Completed Operations: Included	BINDER# CP1010873Q2022	07/11/2022 to 07/11/2023	\$5,000,000 \$5,000,000 \$5,000	Inclusive Limit (Bodily Injury and Property Damage Combined) General Aggregate PD Deductible
COMMERCIAL PROPERTY – BROAD FORM COVERAGE	BINDER# CP1010873Q2022	07/11/2022 to 07/11/2023	\$14,050,000	Building & Business Contents Limit
OTHER (DESCRIBE)	BINDER# CP1010873Q2022	07/11/2022 to 07/11/2023	\$2,000,000	Directors & Officers Liability

NOTE:

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

Insurance Store Inc.

Per 
Kyle Tetler

Date: October 17, 2022

BOBLO ISLAND CLEANING MAINTENANCE AGREEMENT

THIS AGREEMENT made on the _____
BETWEEN:

**STEVEN AND ANGELA CLIFF
151 PARK LANE CIR
AMHERSTBURG, ONTARIO
N9V 4B3**

519 736 8997

(Hereinafter referred to as the "CONTRACTOR")

AND:

**ECC118 – HARBOURVIEW CONDOMINIUMS
C/O DMK PROPERTY MANAGEMENT LTD.
7720 TECUMSEH RD. E., BOX 27012
WINDSOR, ONTARIO N8T 1E9**

(Hereinafter referred to as the "CUSTOMER")

Cleaning to be done Monday and Thursday of each week

FRONT ENTRANCE – First Section –once per week, as needed and weather permitting:

- Maintain clean windows, inside and outside
- Keep sills and outside clean
- Intercom and door handles, thresholds in the doorway kept clean

LOBBY – Once per week or as needed

- Sweep and wash floors
- Dust
- Vacuum couches and chairs every 6 months

ELEVATORS AND MAIN FLOOR HALLWAY – WEEKLY

- Vacuum
- Keep walls, railings, and threshold clean

HALLWAYS Once per week

- Vacuum all carpets – all levels
- Wipe down walls
- Dust light fixtures
- Monitor and clean the garbage rooms on each floor

HALLWAY STAIRCASES – Once per month

- Clean windows and window ledges
- Sweep stairs and washing
- Clean railings

GARBAGE ROOM – Once per week

- Wash floors
- Wipe down walls
- Add deodorizer garbage bin when needed

BASEMENT/STORAGE UNITS – monthly

- Sweep floors
- Wash floors
- Wipe walls

OUTSIDE PERIMETER – ongoing as required

- Clean inside and outside windowsills. This includes during the spring/summer bug season daily in the main entrance, east and west entrances
- Keep east and west entrances always clean
- Keep outside of garbage room area clean
- Keep light fixtures on exterior of building entrance way always clean
- Sweep outside entrance way, keeping it clean free of bird droppings, fish flies etc.

Report any deficiencies to the Property Manager that requires attention.

All cleaning supplies, vacuum/brooms and related equipment including good safety water pails are to be supplied by the contractor. Please note that all water dumping must be done in the janitorial room.

Monthly reimbursement is \$650 + HST

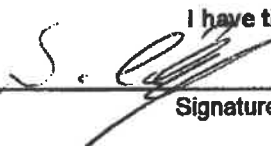
Please note that sixty (60) day notice must be given should this contract be terminated by either the Corporation, Management Company or by the contractor.

Vacation times are to be organized by the contractor for a replacement.

Dated, this day _____ Town of Amherstburg _____ Province _____



Witnessed by:



I have the authority to bind the company:

Signature:

I have the authority to bind the corporation (ECC118)



Witnessed by:

Signature:

RESERVE FUND STUDY

For:

**Essex Condominium Corporation No. 118
34 Boblo Island Boulevard
Amherstburg, Ontario N9V 0C4**

Prepared by:

**Chall.Eng. Corporation
Consulting Engineers**

12222 Tecumseh Road East, 2nd Floor
Tecumseh, Ontario, N8N 1L9

Ph: (519) 979-7333

Fax: (519) 979-7331

Project Number: 220109

December 21, 2020

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1. Introduction

The Board of Directors of the Essex Condominium Corporation No. 118 retained Chall.Eng. Corporation, Consulting Engineers ("CEC") to complete a Reserve Fund Study in accordance with our Proposal No. P700, dated April 23, 2020, and the signed agreement for Professional Services.

1.1. *Purpose of this Study*

Contributions to a Reserve Fund are a requirement of the Condominium Act's latest edition. The level of contribution is required by the Act to be calculated for the purpose of paying for major repairs and replacements of the common elements and assets of the Corporation, as opposed to making special assessments or using operating funds.

We understand that the Common Elements at this condominium are comprised of the following:

- Building Structure;
- Roofs;
- Exterior Walls;
- Service and Entry Doors;
- Suite Windows and Doors;
- Common Area Interior Finishes;
- Common Area Mechanical and Electrical Equipment;
- Plumbing Equipment;
- Fire Safety Equipment;
- Elevator and Associated Equipment;
- Buried Services; and
- Site Features.

We understand that the Suite-Owned Elements consist of the following:

- Interior Suite Finishes and Gypsum Board;
- Suite Mechanical and Electrical Equipment (including associated flue, piping and wiring); and
- Suite Plumbing.

In order to meet the intent of the Condominium Act, the purpose of this Reserve Fund Study is to review the condition of the common elements, recommend timing for anticipated repairs / replacements, and estimate values for required works to maintain the common elements. Where possible, we have proposed alternate repairs / upgrades, which will minimize the financial impact of future expenditures.

This study recommends two funding models, which provides the Board of Directors with an option on how to appropriately fund the reserve account.

1.2. Methodology

As part of our work, we had discussions with Ms. Deborah Gelinis, of DMK Property Management (Board Representative), to obtain and discuss expenditure plans for the next 3 year period.

CEC attended at the site on September 16, 2020, and completed the following scope of work:

- Conducted a visual (non-destructive) inspection of the interior and exterior of the building's systems and materials as a means to review the accessible components of the building envelope, structure and site features; and
- Undertook a general non-specialist review of the electrical, mechanical, and life safety systems.

As part of our work, we also reviewed the following documents:

- Financial Reports for 2018 and 2019; and
- The previous Reserve Fund Study, prepared by First Condo Group Limited, dated September 16, 2016.

1.3. General Description of Corporation

The Condominium Corporation consisted of a 5 storey residential building with 8 residential suites on the first floor and 8 residential suites on floors two through five. There was a surface level parking with extensive green space around the property. See Section 3, Component Inventory for the building details.

2. Expenditure Costs and Allocation

2.1. Operating Budget Expenditures

The Condominium Act requires an inventory of items costing \$500 or more to be used as a basis for planning expenditures. The threshold for this report has been set at \$3,000, as with a corporation of this size and nature it is not practical or cost effective to identify each \$500 expenditure, and with the more major repair / replacement programs being identified. The differential between the two above values has been carried as part of the allowance in the contingencies section.

Maintenance and minor repairs should be paid from operating budgets. The Reserve Fund will not duplicate these items. The threshold amount to determine whether an expenditure is an operating expense or a reserve expense is assumed to be \$3,000.

The replacement of these items may not be easily planned, as they occur on an infrequent and unpredictable basis. Where it is noted in the following component inventory to refer to an allowance in the Reserve Fund, see Appendix A for our estimated service lives and estimated costs.

3. Component Inventory

3.1. Landscaping

3.1.1. Landscaping	
Construction Description:	History:
<ul style="list-style-type: none"> ▪ Dry stack brick masonry walls surrounded the property and gardens. ▪ Unit paver driveway on the south side of the building and asphalt parking lots with painted lines. ▪ Concrete curbs surrounded the parking lots. ▪ Unit pavers walkways around the building. ▪ Landscape beds formed by edging and containing mature trees, perennials, and bushes topped with mulch around the entire building. ▪ Canopy supported by brick veneer pillars. ▪ Fire pit area with 6 chairs located on the east side of the building. 	<ul style="list-style-type: none"> ▪ Original building construction.
Evaluation and Recommendations: 2020: <ul style="list-style-type: none"> ▪ The brick masonry walls were generally in fair condition with some walls tilting and starting to fall over. ▪ The unit pavers walkways and driveway were generally in fair condition with some isolated areas of depression, which result in a trip hazard. ▪ The asphalt parking lot was in fair condition with some cracking, and with the painted lines being in good condition. ▪ The concrete curbs were generally in good condition. ▪ The landscaping beds were in generally good condition. ▪ The canopy was generally in good condition, with the brick veneer generally being in fair condition and having some spot locations of sealant repairs. 	

We recommend budgeting a routine allowance for repairs/renewal of the landscaping, dry stack masonry, unit pavers, the asphalt parking lot, and the concrete curbs from the Reserve Fund. Furthermore, we recommend budgeting an allowance to replace the asphalt parking lot and concrete curbs at the end of their estimated service life from the Reserve Fund.

3.2. Building Construction

3.2.1. Footings and Foundation Walls	
Construction Description:	History:
<ul style="list-style-type: none"> Cast-in-place concrete footings and foundation walls. 	<ul style="list-style-type: none"> Original building construction.
Evaluation and Recommendations: 2020: <ul style="list-style-type: none"> The foundation walls were observed to be in generally good condition, where visible. No signs of water leakage were observed during the site inspection or reported by the Board Representative at the time of our inspection. <p>These components should typically last for the life of the building. Repairs may be required as the building ages and we recommend budgeting a routine allowance from the Reserve Fund for unanticipated repairs.</p>	

3.2.2. Building Structure	
Construction Description:	History:
<ul style="list-style-type: none"> Painted concrete block walls around stairwells. Structural steel framing with precast concrete floor and roof slabs. 	<ul style="list-style-type: none"> Original building construction.
Evaluation and Recommendations: 2020: <ul style="list-style-type: none"> Where visible, the concrete block masonry was in generally good condition. No evidence of structural deficiencies or distress, such as cracking, shifting or settling, were observed or reported by the Board Representative during our site visit. <p>We recommend budgeting a routine allowance from the Reserve Fund for unanticipated structural repairs, should they become necessary.</p>	

3.2.3. Balconies	
Construction Description:	History:

<ul style="list-style-type: none"> ▪ The balconies are cast in place reinforced concrete with some being corner supported by pillars. ▪ Concrete soffit ▪ Top mounted prefinished aluminum guardrails 	<ul style="list-style-type: none"> ▪ Original building construction.
<p>Evaluation and Recommendations: 2020:</p> <ul style="list-style-type: none"> ▪ Balconies were generally in fair condition with some previous repairs being visible and spot isolated locations of minor spalling. ▪ The concrete soffits were generally in good condition with no spalling being observed. ▪ Where accessible, the aluminum guardrails were generally in good condition. <p>We recommend budgeting a routine allowance for concrete and guardrail repairs, as well as a full balcony condition assessment within the next 15 years from the Reserve Fund. Furthermore, we recommend budgeting an allowance for balcony waterproofing and for the replacement of the guardrails at the end of their estimated service life from the Reserve Fund.</p>	

3.2.4. Windows and Doors	
Construction Description:	History:
<ul style="list-style-type: none"> ▪ Aluminum framed and vinyl clad double glazed windows. ▪ Fiberglass garden patio doors with insulated glazing and metal clad wood frames. ▪ Fire rated, solid core wood interior suite doors with hollow metal frames and closures. ▪ Hollow metal service and storage room doors with hollow metal frames and closures. ▪ Aluminum framed, double glazed, storefront main entrance and vestibule doors with window wall system. ▪ Aluminum framed balcony doors with double glazing inserts and aluminum framed, double glazed sliding patio 	<ul style="list-style-type: none"> ▪ Original building construction. ▪ Unknown date: Door repairs undertaken at an approximate cost of \$5,500.

doors.	
Evaluation and Recommendations: 2020: <ul style="list-style-type: none"> ▪ The windows were generally in good condition. ▪ The suite entrance and garden patio doors were generally in good condition. ▪ The service and entrance doors were generally in good condition. ▪ The main entrance doors were generally in good condition. ▪ No window leaks were observed or reported by the Board Representative at the time of our site inspection. <p>We recommend budgeting a routine allowance for repairs and IGU replacement and for the eventual replacement of the windows and doors at the end of their estimated service life from the Reserve Fund.</p>	

3.2.5. Cladding	
Construction Description:	History:
<ul style="list-style-type: none"> ▪ Masonry ledgerstone veneer façade with dry stack finish from grade to the third floor and at spot locations between the third and fifth floors. ▪ Vinyl siding on the third to fifth floors. ▪ Fiber cement board under windows and around window trim. 	<ul style="list-style-type: none"> ▪ Original building construction. ▪ Unknown date: Exterior cladding repairs undertaken at an approximate cost of \$17,750.
Evaluation and Recommendations: 2020: <ul style="list-style-type: none"> ▪ The masonry ledgerstone veneer was generally in fair condition with spot locations of sealant repairs. ▪ The vinyl siding was generally in fair to good condition. ▪ The fiber cement board was generally in fair condition with some chipping being observed, especially around the window trim. <p>We recommend budgeting a routine allowance for targeted repair of the masonry ledgerstone veneer and replacement of the vinyl siding and fiber cement board at the end of its estimated service life from the Reserve Fund.</p>	

3.2.6. Sealant	
Construction Description:	History:
<ul style="list-style-type: none"> ▪ Sealant around windows and doors, at through penetrations and expansion joints in the 	<ul style="list-style-type: none"> ▪ Original building construction.

cladding and at roof parapet walls.	
<p>Evaluation and Recommendations: 2020:</p> <ul style="list-style-type: none"> Where checked, the sealant was observed to be in generally good condition, with the exception of the sealants at the penthouse roofs, which were in generally fair to poor condition. <p>We recommend budgeting a routine allowance for targeted repairs of sealants from the Reserve Fund. Furthermore, we recommend budgeting an allowance for the replacement of the sealants the end of its estimated service life from the Reserve Fund.</p>	

3.2.7. Roofing	
Construction Description:	History:
<ul style="list-style-type: none"> Built up roof with modified bitumen flashings. Roof anchors. Paver walkways on insulation. Three penthouse roofs with EPDM membrane and vinyl soffits. 	<ul style="list-style-type: none"> Original building construction. Unknown date: Roof repairs undertaken at an approximate cost of \$153,350. The roof membrane was replaced in 2015.
<p>Evaluation and Recommendations: 2020:</p> <ul style="list-style-type: none"> The built up roofs with modified bitumen flashings were generally in good condition. We were advised by the Board Representative that the roof anchors were not certified. The paver walkways were generally in good condition. The EPDM roofs were generally in good condition with the soffits being in generally good condition. <p>We recommend budgeting routine allowances for localized roofing repairs and for inspection and testing of the roof anchors and for the eventual replacement of the roofing systems at the end of their estimated service lives from the Reserve Fund.</p>	

3.2.8. Soffits, Fascias, Eavestroughs and Downspouts	
Construction Description:	History:
<ul style="list-style-type: none"> Stucco finish on the sloped roof soffits. Aluminum fascias and eavestroughs. 	<ul style="list-style-type: none"> Original building construction.

Evaluation and Recommendations:

2020:

- The stucco was in generally fair condition, with spot locations of cracking.
- The fascias and eavestroughs were in generally good condition.

We recommend budgeting a routine allowance for targeted repairs to the soffits and an allowance for the replacement of the soffits, fascias and eavestroughs at the end of their estimated service lives from the Reserve Fund.

3.3. Interior Finishes

3.3.1. Lobby

Construction Description:

- Floors: stone tile in the lobby and front entrance.
- Walls: painted gypsum board with stone tile baseboard.
- Ceilings: suspended ceiling tiles.
- Furnishings: 2 couches, 2 arm chairs, 1 bench, 5 various tables, and 1 mirror.
- Fireplace.

History:

- Original construction.

Evaluation and Recommendations:

2020:

- The lobby finishes and furnishings were in generally good condition.

Renewal dates and costs associated with the lobby finishes and furnishings can vary based on the aesthetic preference of the Board. We recommend budgeting a routine allowance for the replacement of the furnishings and from the Reserve Fund when the aesthetics are no longer desirable to the Board.

3.3.2. Corridors

Construction Description:

- Floors: carpet.
- Walls: painted gypsum board.
- Ceilings: suspended ceiling tiles.

History:

- Original construction.
- Unknown date: Corridor repairs undertaken at an approximate cost of \$4,375.
- Some painted areas were refinished in 2013 and 2014.

Evaluation and Recommendations:

2020:

- The corridor finishes were in generally good condition.

Renewal dates and costs associated with the corridor finishes can vary based on the aesthetic preference of the Board. We recommend budgeting an allowance for the replacement of these finishes from the Reserve Fund when the aesthetics are no longer desirable to the Board.

3.3.3. Stairwells

Construction Description:

- Floors: epoxy painted concrete floors.
- Walls: painted gypsum board.
- Ceilings: concrete.
- Stairs: pre-cast concrete stairs with metal guards and railings.

History:

- Original construction.

Evaluation and Recommendations:

2020:

- The stairwells were in generally good condition.

These components should typically last for the life of the building. Repairs may be required as the building ages and we recommend budgeting a routine allowance from the Reserve Fund for unanticipated repairs.

3.3.4. Service Rooms

Construction Description:

- Floors: painted epoxy concrete or unfinished concrete.
- Walls: painted gypsum board.
- Ceilings: concrete.

History:

- Original construction.

Evaluation and Recommendations:

2020:

- The service rooms finishes were generally in good condition.

These components should typically last for the life of the building. Repairs may be required as the building ages and we recommend budgeting a routine allowance from the Reserve Fund for unanticipated repairs.

3.3.5. Washroom

Construction Description:

- Floors: engineered hardwood.
- Walls: painted gypsum board.
- Ceilings: exposed concrete.

History:

- Original construction.

<ul style="list-style-type: none"> Fixtures: toilet, vanity with sink. 	
<p>Evaluation and Recommendations: 2020:</p> <ul style="list-style-type: none"> The community room washroom finishes and fixtures were in generally good condition. <p>Renewal dates and costs associated with the washroom finishes and fixtures can vary based on the aesthetic preference of the Board. We recommend budgeting a routine allowance for the replacement of these finishes and fixtures from the Reserve Fund when the aesthetics are no longer desirable to the Board.</p>	

3.3.6. Community Room	
<p>Construction Description:</p> <ul style="list-style-type: none"> Floors: epoxy concrete floor. Walls: painted gypsum board. Ceilings: concrete. Furnishings: 1 pool table, 1 wall mounted TV, 1 shuffle board, 1 foosball table, 1 table with 4 chairs, and 2 stand up shelves. 	<p>History:</p> <ul style="list-style-type: none"> Original construction.
<p>Evaluation and Recommendations: 2020:</p> <ul style="list-style-type: none"> The community room finishes and furnishings were in generally good condition. <p>Renewal dates and costs associated with the community room finishes and furnishings can vary based on the aesthetic preference of the Board. We recommend budgeting a routine allowance for the replacement of these finishes and furnishings from the Reserve Fund when the aesthetics are no longer desirable to the Board.</p>	

3.3.7. Weight Room	
<p>Construction Description:</p> <ul style="list-style-type: none"> Floors: epoxy concrete floor. Walls: painted gypsum board. Ceilings: concrete. Furnishings: 2 treadmills, 1 stationary bike, 1 universal weight machine, and 1 dip station. 	<p>History:</p> <ul style="list-style-type: none"> Original construction.
<p>Evaluation and Recommendations: 2020:</p> <ul style="list-style-type: none"> The weight room finishes and furnishings were in generally good condition. <p>Renewal dates and costs associated with the weight room finishes and furnishings</p>	

can vary based on the aesthetic preference of the Board. We recommend budgeting a routine allowance for the replacement of these finishes and furnishings from the Reserve Fund when the aesthetics are no longer desirable to the Board.

3.4. Mechanical and Electrical Systems

3.4.1. Heating, Ventilation and Air Conditioning	
Construction Description:	History:
Description: <ul style="list-style-type: none"> 2 rooftop makeup air units servicing the corridors. Packaged fan coil units 	<ul style="list-style-type: none"> Original building components. Unknown date: Heating, ventilation, and air conditioning repairs undertaken at an approximate cost of \$11,650.
Evaluation and Recommendations: 2020: <ul style="list-style-type: none"> The HVAC equipment was operational, with no issues being reported by the Board Representative at the time of our site inspection. <p>We recommend budgeting for repairs and replacement of the packaged fan coil units from operating budgets. Furthermore, we recommend budgeting a routine allowance for repairs and for the eventual replacement of the makeup air units at the end of their estimated service life from the Reserve Fund.</p>	

3.4.2. Site Services	
Construction Description:	History:
<ul style="list-style-type: none"> Buried piping providing storm and sanitary water discharge and potable water supply. One sump pump. 	<ul style="list-style-type: none"> Original building components.
Evaluation and Recommendations: 2020: <ul style="list-style-type: none"> No evidence of pipe leakage was observed or reported by the Board Representative at the time of our site inspection. <p>We recommend budgeting a routine allowance for targeted repairs to the piping from the Reserve Fund and repairs/replacement of the sump pump from Operating budgets.</p>	

3.4.3. Plumbing Distribution Systems	
Construction Description:	History:
<ul style="list-style-type: none"> Copper domestic cold water 	<ul style="list-style-type: none"> Original building components.

<ul style="list-style-type: none"> supply piping. PVC sanitary and storm water drainage piping. 5 gal hot water tank servicing the common use washroom. Irrigation system for landscaping. 	<ul style="list-style-type: none"> Unknown date: Repairs undertaken to the Plumbing Distribution System with an approximate cost of \$10,500.
<p>Evaluation and Recommendations: 2020:</p> <ul style="list-style-type: none"> No evidence of pipe leakage was observed or reported by the Board Representative at the time of our site inspection. No issues with hot water were observed or reported by the Board Representative at the time of our site inspection. <p>We recommend budgeting a routine allowance for targeted repairs to the piping distribution system from the Reserve Fund.</p>	

3.4.4. Electrical Distribution System	
Construction Description:	History:
<p>Description:</p> <ul style="list-style-type: none"> Main disconnect is 240V, 1200A with 3 phases. Electrical panels, switchboards, splitters and meters. Each unit was separately metered. 	<ul style="list-style-type: none"> Original building components. Unknown date: Repairs to the Electrical Distribution System were undertaken at an approximate cost of \$1,050.
<p>Evaluation and Recommendations: 2020:</p> <ul style="list-style-type: none"> No issues with the electrical distribution system were observed or reported by the Board Representative at the time of our site inspection. <p>We recommend budgeting a routine allowance for repairs to the electrical distribution system from the Reserve Fund.</p>	

3.4.5. Light Fixtures	
Construction Description:	History:
<p>Description:</p> <ul style="list-style-type: none"> Recessed lights at the front entrance. Recessed and carriage light fixtures in the lobby. Building and pillar mounted exterior building lights. 	<ul style="list-style-type: none"> Original building components.

<ul style="list-style-type: none"> ▪ Wall sconce light fixtures in the corridors. ▪ Carriage light fixtures at the roof penthouses. ▪ 1x4 T8 light fixtures in the stairwells, service rooms, locker rooms, and community room. 	
<p>Evaluation and Recommendations: 2020:</p> <ul style="list-style-type: none"> ▪ No issues were observed or reported by the Board Representative at the time of our site inspection. <p>We recommend budgeting an allowance for the replacement of the lighting fixtures at the end of their estimated service life from the Reserve Fund. The renewal date and costs will vary based on the aesthetic preferences of the Board.</p>	

3.4.6. Intercom, Security and Entry Systems	
Construction Description:	History:
<p>Description:</p> <ul style="list-style-type: none"> ▪ One Mircom intercom/building entry system providing communication and entry control between the suites and the front entrance. ▪ Card access entry system. ▪ Security system with 4 cameras and recorder. 	<ul style="list-style-type: none"> ▪ Original building components.
<p>Evaluation and Recommendations: 2020:</p> <ul style="list-style-type: none"> ▪ No problems with the intercom and access systems were observed or reported by the Board Representative at time of our inspection. ▪ The security system not in service at the time of our inspection. <p>We recommend budgeting an allowance for the replacement of the intercom, security and entry systems at the end of their estimated service life from the Reserve Fund.</p>	

3.4.7. Garbage Disposal	
Construction Description:	History:
<ul style="list-style-type: none"> ▪ Two bin chute with self closing chute door. ▪ Eight recycling bins 	<ul style="list-style-type: none"> ▪ Original building component.

Evaluation and Recommendations:

2020:

- The garbage chute was generally in good condition.
- Where inspected, the chute doors were self closing.

We recommend budgeting a routine allowance for targeted repairs to the garbage chute from the Reserve Fund.

3.4.8. Elevator Systems and Cab Finishes

Construction Description:	History:
<ul style="list-style-type: none"> ▪ Two Dominion hydraulic elevators with one acting as a service elevator. ▪ Service provided by Thyssen Krupp ▪ Flooring: carpet ▪ Walls: wood paneling. ▪ Ceiling: egg crate. 	<ul style="list-style-type: none"> ▪ Original building component.

Evaluation and Recommendations:

2020:

- The elevator cab finishes were in generally good condition.
- The elevator system was functional with no problems being observed or reported by the Board Representative at the time of our site inspection.

Costs associated with the cab finishes can vary depending on the aesthetic preference of the Board. We recommend timing the renewal of the elevator cab finishes with the elevator systems upgrade at the end of its estimated service life from the Reserve Fund. Furthermore, we recommend budgeting a routine allowance for repairs, code upgrades and load testing from the Reserve Fund.

3.5. Fire and Life Safety Systems

3.5.1. Fire Alarm System

Construction Description:	History:
<ul style="list-style-type: none"> ▪ Mircom Series 1000 fire alarm panel with the main panel located in the main entrance with fire control panel in community room. ▪ Pull stations, detectors, signaling devices, bells and associated wiring. 	<ul style="list-style-type: none"> ▪ Original building component.

Evaluation and Recommendations:

2020:

- No problems were observed or reported by the Board Representative at the

time of our site inspection.

- We were advised by the Board Representative that the fire alarm system was inspected yearly by Georgian Bay Fire and Safety Limited.

We recommend budgeting an allowance for repairs and eventual replacement of the fire alarm system at the end of its estimated service life from the Reserve Fund.

3.5.2. Fire Suppression System

Construction Description:	History:
<ul style="list-style-type: none"> ▪ Sprinkler system with cast iron piping in select service rooms. ▪ Standpipe with fire cabinets and hoses and fire extinguishers on each floor. ▪ 2 TornaTech 25 hp fire pump. 	<ul style="list-style-type: none"> ▪ Original building component.
Evaluation and Recommendations: 2020: <ul style="list-style-type: none"> ▪ The fire cabinets and pumps were generally in good condition. ▪ No issues were observed or reported by the Board Representative at the time of our site inspection. <p>We recommend budgeting a routine allowance for repairs to the fire suppression systems and eventual replacement of the fire hoses and extinguishers at the end of their estimated service life from the Reserve Fund.</p>	

3.5.3. Life Safety Systems

Construction Description:	History:
<ul style="list-style-type: none"> ▪ Emergency and exit lighting on each floor. 	<ul style="list-style-type: none"> ▪ Original building component.
Evaluation and Recommendations: 2020: <ul style="list-style-type: none"> ▪ No issues were observed or reported by the Board Representative at the time of our site inspection. <p>We recommend budgeting a routine allowance for replacement of life safety system components of their estimated service life from the Reserve Fund.</p>	

3.6. Miscellaneous

3.6.1. Reserve Fund Studies

Construction Description:	History:
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N/A	N/A
Evaluation and Recommendations: 2020: The Condominium Act 1998 of Ontario requires that the Reserve Fund study be updated every three years with a comprehensive (with site visit) every 6 years and a paper base Reserve Fund update at 6 year intervals between the comprehensive studies. The Act permits the costs of the Reserve Fund studies and updates to be paid from the Reserve Fund. The Reserve Fund studies have been budgeted as required by the Condominium Act.	

3.6.2. Contingencies	
Construction Description:	History:
N/A	N/A
2020: We recommend budgeting a contingency allowance for any sudden and unanticipated replacement items that may occur during the life of the building, or items that may require replacing sooner than the estimated remaining service lives.	

4. Reserve Fund Planning

4.1. Objective

The objective of Reserve Fund planning is to establish the level of annual contributions necessary to accommodate future liabilities without requiring special assessments or abrupt increases in the amount of these contributions. CEC's analysis therefore establishes the year(s) at which estimated expenditures would result in a minimum Reserve Fund balance and calculates the level of Reserve Fund contributions necessary to prevent a deficit and maintain the minimum Reserve Fund balance as shown in the Funding model summary pages (Appendix B) to be \$296,482.66 and \$278,482.66 in funding models No. 1 and No. 2, respectively.

4.2. Liabilities

While CEC's estimates of future liabilities are intended to be realistic, there is likely to be some variation as a result of components performing better or worse than we estimated, or as a result of future problems not yet evident, such as climate changes or abuse of

equipment or lack of maintenance. We have therefore included a minimum Reserve Fund amount as a factor of safety against such variations. This amount can be adjusted if requested and is justifiable.

4.3. Interest

Interest earned on Reserve Fund savings and inflation rates vary with the economy. Historically, interest earned on savings has been greater than inflation and this effect acts to lower the required level of annual contributions. However, based on more recent years, the interest typically earned on any savings has been equal to or lower than the inflation rate. CEC's analysis assumes constant interest and inflation rates. Future Reserve Fund study updates may require correction if significantly different interest and inflation rates are actually encountered. For the purposes of this report, an interest rate of 2% is used in our analysis.

4.4. Inflation

The analysis can accommodate different inflation rates for the costs of repairs; for the acceptable minimum reserve; and for the level of annual contribution. In general, CEC recommends incorporating the use of the same inflation rate for these three factors. For the purposes of this report, an inflation rate of 2% is used in our analysis.

4.5. Future Contributions

The following tables provide schedules presenting Future Reserve Fund contributions and balance calculations. CEC has analyzed the data from your 2018 and 2019 Audited Financial Statements and is assuming a predicted interest rate of 2% and inflation rate of 2% to demonstrate the mechanics of the analysis as noted in subsections 4.3 and 4.4. The rates of interest and inflation have been set based on the discussions with Property Management, and posted rates with the bank of Canada. CEC can investigate other assumed rates if requested.

A feature and advantage of our contribution analysis is that we assess the predictable repairs / replacement expenditures for 10 years beyond the 30 year mandate required by the Condominium Act. We provide this extended assessment to ensure that no significant financial shortfalls will appear (occur) in subsequent 3 year updates that occur beyond the required 30 year mandate.

Yours Truly,
Chall.Eng. Corporation
Consulting Engineers

Gerry Rattew, E.I.T.

Jennifer Di Domenico, P.Eng., CEM
Project Manager

Troy Humber, B.Tech
Building Science Technologist

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5. Limitations and Assumptions

This report is intended for the sole use by the Essex Standard Condominium Corporation No. 118. The client accepts this report to be read in its entirety, and no section may be used as a stand alone entity.

No third parties shall make-use of or rely on the content of this report. Any third parties using this report accept its use at their own risk, and denies any claims or action of law, against Chall.Eng Corporation, Consulting Engineers (CEC), including sub-consultants, officers, agents and employees. Any party taking actions or making decisions based on this document, takes the responsibility for those actions.

In accordance with the terms of reference, no physical or destructive testing or design calculations were undertaken. Accordingly, the findings are limited to the extent that the assessment could be made visually. CEC does not accept any liability for deficiencies that were not identified within the scope of the investigation.

This report in part has been prepared on information provided by others. CEC has made use of only the items identified in the report. No other items have been used. Unless specifically noted, CEC has assumed that this information was correct and has relied on it in developing conclusions.

CEC has not checked with the Fire Marshall, Local Building Departments or any other authorities having jurisdiction over the building or its components, regarding outstanding work orders or deficiencies.

The terms of reference did not include investigation or advice about contaminants, designated substances or hazardous materials. Mould investigations were not conducted by CEC as it was beyond our scope of services for this project.

Personnel conducting the building survey have commented on the mechanical and electrical systems and are knowledgeable, but not technical specialists in these two fields. The intent of CEC's comments on these additional systems is for the sole purpose of identifying areas where CEC has observed a noteworthy condition and/or where CEC would recommend that a further, more detailed investigation be considered.

This assessment is based, on the best judgment of CEC in light of the information provided at the time of our analysis and report.

Should remedial work not be completed in accordance with the time frames expressed within the report, the estimated costs may increase. Premature failures of elements caused by failure to perform routine maintenance, or proposed expenditures which may vary from the optimum repair options, could escalate the value of the expenditures.

The actual cost of remedial work may only be accurately established by detailed investigation, and the tendering of the scope of work to qualified contractors. The cost estimates provided in this report are based on costs of past repairs at similar buildings, recent costing data such as "Means Repair and Remodeling Cost Data - Commercial/Residential" and "Hanscomb's Yardsticks for Costing", or the professional judgment of CEC. All costs are identified in current year value of Canadian dollars, and HST is calculated on the expenditure sheet. All cost estimates assume that regular annual maintenance and repairs will be performed to all building elements at the building.

We have assumed that the threshold amount of this report is \$3,000.00; therefore items below this value are not expressed and are considered to be part of the ongoing maintenance works and repairs paid from operating budgets.

Unless otherwise stated, the replacement costs identified for each element reflect the cost to remove and replace the existing element with the same type of element and of like kind and quality.

No warranties are implied by this report.

We trust that the aforementioned report addresses your requirements. Should you require clarification or information regarding this report, please contact the undersigned.

Following your review of this submission, we shall be available to address any questions you may have relating to our findings and/or recommendations.

Appendix A – Expenditure Table

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Appendix B - Funding Model

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Appendix C – Yearly Summary

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EXPENDITURE TABLE FOR 2021 - 2051

2021
2020
Essex Condominium Corporation No. 118
December 21, 2020
34 Babb Island Boulevard
Amherstburg, Ontario
DMK
2.0%
13.0%
\$68,261.00
\$209,193.69
2.0%
40
Year of Study Start
Current Year
Client Name
Date of Report
Site Address
Municipality
Property Manager
Inflation Rate (Assumed):
Rate of Tax
2020 Reserve Contribution:
Operating Reserve Balance:
Interest Rate On Reserve (Assumed):
Number of Units

2020 Reserve Contribution: \$209,198.69																		
Opening Reserve Balance: 2.0%																		
Interest Rate On Reserve (Assumed): 4.0%																		
Item	Description (Comments)	Quantity	Units	Present Cost	First Year Occurrence	End After	Year Start	Year End	Re-Occurrence	2021	2022	2023	2024	2025	2026	2027	2028	2029
3.1	Landscaping	Allowance		\$ 5,000	1		2022	2032	15		\$5,900		\$3,700					
3.1.1a	Masonry Block Wall - Repair	Allowance		\$ 3,000	3		2024	2034	10				\$3,700					
3.1.1b	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10				\$6,200					\$152,000
3.1.1c	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10									\$1,800
3.1.1d	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10									\$1,800
3.1.1e	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10									\$1,800
3.1.1f	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10									\$1,800
3.1.1g	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10									\$1,800
3.1.1h	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10									\$1,800
3.1.1i	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10									\$1,800
3.1.1j	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10									\$1,800
3.1.1k	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10									\$1,800
3.1.1l	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10									\$1,800
3.1.1m	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10									\$1,800
3.1.1n	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10									\$1,800
3.1.1o	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10									\$1,800
3.1.1p	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10									\$1,800
3.1.1q	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10									\$1,800
3.1.1r	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10									\$1,800
3.1.1s	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10									\$1,800
3.1.1t	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10									\$1,800
3.1.1u	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10									\$1,800
3.1.1v	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10									\$1,800
3.1.1w	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10									\$1,800
3.1.1x	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10									\$1,800
3.1.1y	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10									\$1,800
3.1.1z	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10									\$1,800
3.2	Building Construction																	
3.2.1	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1a	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1b	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1c	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1d	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1e	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1f	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1g	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1h	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1i	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1j	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1k	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1l	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1m	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1n	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1o	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1p	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1q	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1r	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1s	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1t	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1u	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1v	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1w	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1x	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1y	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.1z	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10									
3.2.2	Building Structure	Allowance		\$ 5,000	13		2034	2094	10									
3.2.2a	Building Structure	Allowance		\$ 5,000	13		2034	2094	10									
3.2.2b	Building Structure	Allowance		\$ 5,000	13		2034	2094	10									
3.2.2c	Building Structure	Allowance		\$ 5,000	13		2034	2094	10									
3.2.2d	Building Structure	Allowance		\$ 5,000	13		2034	2094	10									
3.2.2e	Building Structure	Allowance		\$ 5,000	13		2034	2094	10									
3.2.2f	Building Structure	Allowance		\$ 5,000	13		2034	2094	10									
3.2.2g	Building Structure	Allowance		\$ 5,000	13		2034	2094	10									
3.2.2h	Building Structure	Allowance		\$ 5,000	13		2034	2094	10									
3.2.2i	Building Structure	Allowance		\$ 5,000	13		2034	2094	10									
3.2.2j	Building Structure	Allowance		\$ 5,000	13		2034	2094	10									
3.2.2k	Building Structure	Allowance		\$ 5,000	13		2034	2094	10									
3.2.2l	Building Structure	Allowance		\$ 5,000	13		2034	2094	10									
3.2.2m	Building Structure	Allowance		\$ 5,000	13		2034	2094	10									
3.2.2n	Building Structure	Allowance		\$ 5,000	13		2034	2094	10									
3.2.2o	Building Structure	Allowance		\$ 5,000	13		2034	2094	10									
3.2.2p	Building Structure	Allowance		\$ 5,000	13		2034	2094	10									
3.2.2q	Building Structure	Allowance		\$ 5,000	13		2034	2094	10									
3.2.2r	Building Structure	Allowance		\$ 5,000	13		2034	2094	10									
3.2.2s	Building Structure	Allowance		\$ 5,000	13		2034	2094	10									
3.2.2t	Building Structure	Allowance		\$ 5,000	13		2034	2094	10									
3.2.2u	Building Structure	Allowance		\$ 5,000	13		2034	2094	10									
3.2.2v	Building Structure	Allowance		\$ 5,000	13		2034	2094	10									
3.2.2w	Building Structure	Allowance		\$ 5,000	13		2034	2094	10									
3.2.2x	Building Structure	Allowance		\$ 5,000	13		2034											

Item	Quantity	Units	Present Cost	First Year Occurrence	End After	Year Start	Year End	Re-Occurrences	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
3.4.5 Light Fixtures																		
3.4.5.a Front Entrance Lighting - Replacement	4	Fixtures	\$ 1,000	9		2030	2030	20										\$1,000
3.4.5.b Lobby Lighting - Replacement	14	Fixtures	\$ 2,500	9		2030	2030	20										\$3,500
3.4.5.c Lobby Lighting - Replacement	69	Fixtures	\$ 12,000	10		2030	2030	25										\$13,800
3.4.5.d Exterior Lighting - Replacement	60	Fixtures	\$ 10,000	9		2030	2030	20										\$11,000
3.4.5.e Corridor Lighting - Replacement	3	Fixtures	\$ 1,500	10		2031	2031	25										\$1,500
3.4.5.f Corridor Lighting - Replacement	3	Fixtures	\$ 1,500	9		2030	2030	20										\$1,500
3.4.5.g Stairwell Community Room, Wash Room, Service Rooms - Replacement	20	Fixtures	\$ 3,000															
3.4.6 Intercom, Security, and Entry Systems																		
3.4.6.a Intercom System - Replacement	Allowance		\$ 15,000	10		2031	2031	30										
3.4.6.b Security System - Replacement	Allowance		\$ 15,000	0		2021	2031	10	\$5,000									
3.4.6.c Card Access Entry System - Replacement	Allowance		\$ 7,500	15		2038	2038	40										
3.4.7 Garbage Disposal																		
3.4.7.a Garbage Chute Repairs	Allowance		\$ 3,000	10		2031	2031	10										
3.4.8 Elevator Systems and Cab Finishes																		
3.4.8.a Interior Elevator Cab Finishes - Replacement	2	Cabs	\$ 50,000	18		2037	2037	30										
3.4.8.b Interior Elevator Cab Finishes - Replacement	2	Cabs	\$ 320,000	18		2037	2037	30										
3.4.8.c Elevator Control Systems - Modernization / Replacement	Allowance		\$ 5,000	10		2031	2031	10							\$6,500			
3.4.8.d Elevator - Code Upgrades, Load Testing, Repairs	Allowance																	
3.5 Fire and Life Safety Systems																		
3.5.1 Fire Alarm Systems	1	System	\$ 5,000	6		2027	2037	10										
3.5.1.a Fire Alarm Panels and Devices - Repair	30	System	\$ 25,000	21		2042	2102											
3.5.1.b Fire Alarm Panels - Replacement	1	System																
3.5.2 Fire Suppression System																		
3.5.2.a Sprinkler System - Required, localized Replacement	Allowance		\$ 7,500	28		2047	2107	15										
3.5.2.b Stand Piped and Fire Pumps - Repairs	Allowance		\$ 10,000	30		2051	2111	15										
3.5.2.c Fire Hoses - Replacement	Allowance		\$ 3,000	5		2026	2036	10										
3.5.2.d Fire Extinguishers - Repairs (Replace / Recharge)	Allowance																	
3.5.3 Life Safety Systems	Allowance		\$ 2,500	5		2026	2036	5										
3.5.3.a Exit Signs / Emergency Lighting - Replacement	Allowance																	
3.6 Miscellaneous																		
3.6.1 Reserve Fund Studies	Allowance		\$ 3,750	5		2028	2036	6										
3.6.1.a Consulting Services - Reserve Fund Study with Site Visit	Allowance		\$ 2,250	2		2023	2033											
3.6.1.b Consulting Services - Reserve Fund Study without Site Visit	Allowance																	
3.6.2 Contingencies	40	Allowance	\$ 4,000	5		2028	2036	10	\$9,000	\$5,000	\$4,700	\$17,300	\$3,600		\$1,100	\$17,500	\$196,100	\$136,300
3.6.2.a Contingency																		
Reserve Fund Plan Option No. 1: Initial Increased Contribution																		
OPTION NO. 1																		
Yearly Contributions																		
									\$93,000	\$84,660	\$96,757	\$98,892	\$100,000	\$102,858	\$104,733	\$105,828	\$109,964	\$111,122
									\$200,109	\$200,483	\$31,172	\$487,257	\$576,384	\$666,830	\$752,845	\$839,359	\$927,361	\$945,485
									\$4,184	\$5,030	\$7,027	\$9,745	\$11,568	\$13,737	\$15,981	\$18,138	\$19,361	\$19,810
									\$296,483	\$381,372	\$487,257	\$578,304	\$666,829	\$752,845	\$839,359	\$927,361	\$945,485	\$934,219
									2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
									\$75,000	\$85,000	\$95,000	\$96,900	\$98,838	\$100,815	\$102,827	\$104,883	\$108,125	\$109,725
									\$295,190	\$278,483	\$383,152	\$456,745	\$545,450	\$651,897	\$767,884	\$872,467	\$973,864	\$1,099,277
									\$4,184	\$5,870	\$7,263	\$9,134	\$10,909	\$12,681	\$14,291	\$15,709	\$17,477	\$15,985
									\$278,483	\$383,152	\$456,715	\$545,450	\$651,897	\$767,884	\$872,467	\$973,864	\$1,099,277	\$785,037
Reserve Fund Plan Option No. 2: Phased Increased Contribution																		
OPTION NO. 2																		

EXPENDITURE TABLE FOR 2021 - 2051

Year of Study Start
2021
Current Year
2020
Client Name
Essex Condominium Corporation No. 118
Date of Report
December 21, 2020
Site Address:
34 Bobb Island Boulevard
Aurora, Ontario
M1K
Property Manager:
DMK
Inflation Rate (Assumed):
2.0%
Rate of Tax
13.0%
2020 Reserve Contribution:
\$60,261.00
Opening Reserve Balance:
\$209,198.99
Interest Rate On Reserve (Assumed):
2.0%
Number of Units
40

Item	Description (Comments)	Quantity	Units	Present Cost	First Year Occurrence	End After	Year Start	Year End	Re-Occurrence	2044	2045	2046	2047	2048	2049	2050	2051
3.1.	Landscaping	Allowance		\$ 5,000	1		2022	2032	15								
3.1.1a	Masonry Block Wall - Repair	Allowance		\$ 3,000	3		2024	2034	10	\$5,500							
3.1.1b	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10	\$5,500							
3.1.1c	Unit Power W. Allowance and Driveway - Repair	Allowance		\$ 3,000	3		2024	2034	10	\$5,500							
3.1.1d	Asphalt Parking Lot - Repair / Replace	1800	m ²	\$ 120,000	8		2029	2039	40			\$130,500					
3.1.1e	Asphalt Parking Lot - Repair / Replace	1800	m ²	\$ 120,000	8		2029	2039	40			\$130,500					
3.1.1f	Asphalt Parking Lot - Repair / Replace	1800	m ²	\$ 120,000	8		2029	2039	40			\$130,500					
3.1.1g	Asphalt Parking Lot - Repair / Replace	1800	m ²	\$ 120,000	8		2029	2039	40			\$130,500					
3.1.1h	Asphalt Parking Lot - Repair / Replace	1800	m ²	\$ 120,000	8		2029	2039	40			\$130,500					
3.1.1i	Asphalt Parking Lot - Repair / Replace	1800	m ²	\$ 120,000	8		2029	2039	40			\$130,500					
3.1.1j	Asphalt Parking Lot - Repair / Replace	1800	m ²	\$ 120,000	8		2029	2039	40			\$130,500					
3.1.1k	Asphalt Parking Lot - Repair / Replace	1800	m ²	\$ 120,000	8		2029	2039	40			\$130,500					
3.1.1l	Asphalt Parking Lot - Repair / Replace	1800	m ²	\$ 120,000	8		2029	2039	40			\$130,500					
3.1.1m	Asphalt Parking Lot - Repair / Replace	1800	m ²	\$ 120,000	8		2029	2039	40			\$130,500					
3.1.1n	Asphalt Parking Lot - Repair / Replace	1800	m ²	\$ 120,000	8		2029	2039	40			\$130,500					
3.1.1o	Asphalt Parking Lot - Repair / Replace	1800	m ²	\$ 120,000	8		2029	2039	40			\$130,500					
3.1.1p	Asphalt Parking Lot - Repair / Replace	1800	m ²	\$ 120,000	8		2029	2039	40			\$130,500					
3.1.1q	Asphalt Parking Lot - Repair / Replace	1800	m ²	\$ 120,000	8		2029	2039	40			\$130,500					
3.1.1r	Asphalt Parking Lot - Repair / Replace	1800	m ²	\$ 120,000	8		2029	2039	40			\$130,500					
3.1.1s	Asphalt Parking Lot - Repair / Replace	1800	m ²	\$ 120,000	8		2029	2039	40			\$130,500					
3.1.1t	Asphalt Parking Lot - Repair / Replace	1800	m ²	\$ 120,000	8		2029	2039	40			\$130,500					
3.1.1u	Asphalt Parking Lot - Repair / Replace	1800	m ²	\$ 120,000	8		2029	2039	40			\$130,500					
3.1.1v	Asphalt Parking Lot - Repair / Replace	1800	m ²	\$ 120,000	8		2029	2039	40			\$130,500					
3.1.1w	Asphalt Parking Lot - Repair / Replace	1800	m ²	\$ 120,000	8		2029	2039	40			\$130,500					
3.1.1x	Asphalt Parking Lot - Repair / Replace	1800	m ²	\$ 120,000	8		2029	2039	40			\$130,500					
3.1.1y	Asphalt Parking Lot - Repair / Replace	1800	m ²	\$ 120,000	8		2029	2039	40			\$130,500					
3.1.1z	Asphalt Parking Lot - Repair / Replace	1800	m ²	\$ 120,000	8		2029	2039	40			\$130,500					
3.2.	Building Construction																
3.2.1	Footings, Foundation Walls and Slab on Grade	Allowance		\$ 10,000	20		2041	2101	10								\$20,900
3.2.1a	Footings and Foundation Walls - Repair	Allowance		\$ 10,000	20		2041	2101	10								\$20,900
3.2.2	Building Structure	Allowance		\$ 5,000	13		2034	2094	10	\$9,100							
3.2.2a	Building Structure - Repair	Allowance		\$ 5,000	13		2034	2094	10	\$9,100							
3.2.3	Balconies	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3a	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3b	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3c	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3d	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3e	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3f	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3g	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3h	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3i	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3j	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3k	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3l	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3m	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3n	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3o	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3p	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3q	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3r	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3s	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3t	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3u	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3v	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3w	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3x	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3y	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.3z	Balcony Enclosure	Allowance		\$ 4,000	15		2038	2098	20								
3.2.4	Windows and Doors	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4a	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4b	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4c	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4d	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4e	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4f	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4g	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4h	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4i	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4j	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4k	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4l	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4m	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4n	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4o	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4p	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4q	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4r	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4s	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4t	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4u	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4v	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4w	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4x	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4y	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.4z	Window - Repair	Allowance		\$ 5,000	2	15	2023	2038	5								\$7,400
3.2.5	Ceiling	Allowance		\$ 3,000	3		2024	2034	10	\$5,500							
3.2.5a	Ceiling - Repair	Allowance		\$ 3,000	3		2024	2034	10	\$5,500							
3.2.5b	Ceiling - Repair	Allowance		\$ 3,000	3		2024	2034	10	\$5,500							
3.2.5c	Ceiling - Repair	Allowance		\$ 3,000	3		2024	2034	10	\$5,500							
3.2.5d	Ceiling - Repair	Allowance		\$ 3,000	3		2024	2034	10	\$5,500							
3.2.5e	Ceiling - Repair	Allowance		\$ 3,000	3		2024	2034	10	\$5,500							
3.2.5f	Ceiling - Repair	Allowance		\$ 3,000	3		2024	2034	10	\$5,500							
3.2.5g	Ceiling - Repair	Allowance		\$ 3,000	3		2024	2034	10	\$5,500							
3.2.5h	Ceiling - Repair	Allowance		\$ 3,000	3		2024	2034	10	\$5,500							
3.2.5i	Ceiling - Repair	Allowance		\$ 3,000	3		2024	2034	10	\$5,500							

EXPENDITURE TABLE FOR 2021 - 2051

Item	Description Comments)	Quantity	Units	Present Cost	First Year Occurrence	End Alter	Year Start	Year End	Re-Occurrences	2044	2045	2046	2047	2048	2050	2051
3.4.5 Light Fixtures		4	Fixtures	\$ 1,000	8		2030	2080	20							
3.4.5.a Front Entrance Light - Replacement		4	Fixtures	\$ 1,000	8		2030	2080	20							
3.4.5.b Lobby Light - Replacement		14	Fixtures	\$ 2,000	9		2031	2081	25						\$20,500	
3.4.5.c Corridor Light - Replacement		69	Fixtures	\$ 12,000	10		2030	2080	20						\$6,200	
3.4.5.d Corridor Light - Replacement		8	Fixtures	\$ 10,000	8		2031	2081	25							
3.4.5.e Corridor Light - Replacement		60	Fixtures	\$ 12,000	10		2030	2080	20							
3.4.5.f Corridor Light - Replacement		3	Fixtures	\$ 1,500	10		2030	2080	25							
3.4.5.g Rooftop Light - Replacement		20	Fixtures	\$ 3,000	9		2030	2080	20							
3.4.5.h Stairwell Community Room, Weight Room, Service Rooms - Replacement																
3.4.6 Intercom, Security and Entry Systems		Allowance		\$ 15,000	10		2031	2091	30							\$10,500
3.4.6.a Intercom System - Replacement		Allowance		\$ 5,000	0		2031	2091	10							
3.4.6.b Security System - Replacement		Allowance		\$ 7,500	15		2036	2086	40							
3.4.6.c Card Access Entry System - Replacement		Allowance		\$ 7,500	15		2036	2086	40							
3.4.7 Garage and Driveway		Allowance		\$ 3,000	10		2031	2091	10							
3.4.7.a Garage Chute Repairs		Allowance		\$ 3,000	10		2031	2091	10							
3.4.8 Elevator Systems and Cab Finishes		2	Cabs	\$ 50,000	18		2037	2097	30							
3.4.8.a Interior Elevator Cab Finish - Replacement		2	Cabs	\$ 320,000	18		2037	2097	30							
3.4.8.b Elevator Control Systems - Modernization / Replacement		2		\$ 5,000	10		2031	2091	10							
3.4.8.c Elevator - Code Upgrade, Load Testing, Repairs		Allowance		\$ 5,000	10											
3.5 Fire and Life Safety Systems		1	System	\$ 5,000	8		2027	2087	10				\$9,700			
3.5.1 Fire Alarm Systems		1	System	\$ 25,000	21		2042	2102	30							
3.5.1.a Fire Alarm Panels and Devices - Repair		1	System	\$ 25,000	21		2042	2102	30							
3.5.1.b Fire Alarm Panel - Replacement		1	System	\$ 25,000	21		2042	2102	30							
3.5.2 Fire Suppression System		Allowance		\$ 7,500	28		2047	2107	15							
3.5.2.a Sprinkler Piping - Repair/Localized Replacement		Allowance		\$ 10,000	30		2051	2111	15							
3.5.2.b Stand Pipe and Fire Pump - Repairs		Allowance		\$ 3,000	5		2026	2086	10							
3.5.2.c Fire House - Replacement		Allowance		\$ 3,000	5											
3.5.2.d Fire Extinguishers - Repairs / Replace / Recharge		Allowance		\$ 2,500	5		2028	2088	5							
3.5.3 Life Safety Systems		Allowance		\$ 2,500	5											
3.5.3.a Exit Signs / Emergency Lighting - Replacement		Allowance		\$ 2,500	5											
3.6 Miscellaneous		Allowance		\$ 3,750	5		2028	2088	6							
3.6.1 Reservations and Studies		Allowance		\$ 3,750	5		2028	2088	6							
3.6.1.a Consulting Services - Reserve Fund Study with Site Visit		Allowance		\$ 2,250	2		2023	2083	6							
3.6.1.b Consulting Services - Reserve Fund Study without Site Visit		Allowance		\$ 2,250	2		2023	2083	6							
3.6.2 Contingency		Allowance		\$ 4,000	5		2028	2088	10							
3.6.2.a Contingency		Allowance		\$ 4,000	5		2028	2088	10							
Reserve Fund Plan Option No. 1: Initial Increased Contribution																
OPTION NO. 1																
Yearly Contribution																
Opening Reserve Balance:																
Interest On Reserve:																
Year End Reserve Balance:																
Yearly Contribution:																
Opening Reserve Balance:																
Interest On Reserve:																
Year End Reserve Balance:																
Reserve Fund Plan Option No. 2: Phased Increased Contribution																
OPTION NO. 2																
Yearly Contribution																
Opening Reserve Balance:																
Interest On Reserve:																
Year End Reserve Balance:																

Reserve Fund Plan Option No.1: Initial Increased Contribution

RESERVE FUND CONTRIBUTION AND BALANCE CALCULATION

Essex Condominium Corporation No. 118

34 Boblo Island Boulevard

Amherstburg, Ontario

OPENING BALANCE \$209,198.69

INFLATION RATE 2.00%

MINIMUM RESERVE FUND BALANCE \$296,482.66

INTEREST RATE 2.00%

2020 CONTRIBUTION: \$66,261.00

YEAR	INTEREST INCOME	CONTRIBUTION	% INCREASE	INFLATED EXPENDITURES (WITH TAX)	CLOSING BALANCE
2021	\$4,184	\$93,000	40.35%	\$9,900	\$296,483
2022	\$5,930	\$94,860	2.00%	\$5,900	\$391,372
2023	\$7,827	\$96,757	2.00%	\$8,700	\$487,257
2024	\$9,745	\$98,692	2.00%	\$17,300	\$578,394
2025	\$11,568	\$100,666	2.00%	\$3,800	\$686,829
2026	\$13,737	\$102,680	2.00%	\$50,400	\$752,845
2027	\$15,057	\$104,733	2.00%	\$71,500	\$801,135
2028	\$16,023	\$106,828	2.00%	\$6,700	\$917,285
2029	\$18,346	\$108,964	2.00%	\$199,100	\$845,495
2030	\$16,910	\$111,144	2.00%	\$139,300	\$834,249
2031	\$16,685	\$113,366	2.00%	\$175,100	\$789,200
2032	\$15,784	\$115,634	2.00%	\$35,700	\$884,918
2033	\$17,698	\$117,946	2.00%	\$22,100	\$998,463
2034	\$19,969	\$120,305	2.00%	\$28,500	\$1,110,237
2035	\$22,205	\$122,712	2.00%	\$11,600	\$1,243,554
2036	\$24,871	\$125,166	2.00%	\$180,700	\$1,212,890
2037	\$24,258	\$127,669	2.00%	\$807,400	\$557,417
2038	\$11,148	\$130,222	2.00%	\$14,200	\$684,588
2039	\$13,692	\$132,827	2.00%	\$41,300	\$789,807
2040	\$15,796	\$135,483	2.00%	\$534,200	\$406,886
2041	\$8,138	\$138,193	2.00%	\$117,400	\$435,817
2042	\$8,716	\$140,957	2.00%	\$168,000	\$417,491
2043	\$8,350	\$143,776	2.00%	\$171,200	\$398,416
2044	\$7,968	\$146,652	2.00%	\$41,600	\$511,436
2045	\$10,229	\$149,585	2.00%	\$5,600	\$665,650
2046	\$13,313	\$152,576	2.00%	\$86,600	\$744,939
2047	\$14,899	\$155,628	2.00%	\$176,200	\$739,266
2048	\$14,785	\$158,740	2.00%	\$19,700	\$893,092
2049	\$17,862	\$161,915	2.00%	\$180,900	\$891,969
2050	\$17,839	\$165,154	2.00%	\$193,000	\$881,962
2051	\$17,639	\$168,457	2.00%	\$215,300	\$852,757



Chall.Eng.
CONSULTING ENGINEERS

Reserve Fund Plan Option No.2: Phased Increased Contribution

RESERVE FUND CONTRIBUTION AND BALANCE CALCULATION

Essex Condominium Corporation No. 118

34 Boblo Island Boulevard

Amherstburg, Ontario

OPENING BALANCE

\$209,198.69

INFLATION RATE 2.00%

MINIMUM RESERVE FUND BALANCE

\$278,482.66

INTEREST RATE

2.00%

2020 CONTRIBUTION:

\$66,261.00

YEAR	INTEREST INCOME	CONTRIBUTION	% INCREASE	INFLATED EXPENDITURES WITH TAX	CLOSING BALANCE
2021	\$4,184	\$75,000	13.19%	\$9,900	\$278,483
2022	\$5,570	\$85,000	13.33%	\$5,900	\$363,152
2023	\$7,263	\$95,000	11.76%	\$8,700	\$456,715
2024	\$9,134	\$96,900	2.00%	\$17,300	\$545,450
2025	\$10,909	\$98,838	2.00%	\$3,800	\$651,397
2026	\$13,028	\$100,815	2.00%	\$50,400	\$714,839
2027	\$14,297	\$102,831	2.00%	\$71,500	\$760,467
2028	\$15,209	\$104,888	2.00%	\$6,700	\$873,864
2029	\$17,477	\$106,985	2.00%	\$198,100	\$799,227
2030	\$15,985	\$109,125	2.00%	\$139,300	\$785,037
2031	\$15,701	\$111,308	2.00%	\$175,100	\$736,945
2032	\$14,739	\$113,534	2.00%	\$35,700	\$829,518
2033	\$16,590	\$115,804	2.00%	\$22,100	\$939,813
2034	\$18,796	\$118,121	2.00%	\$28,500	\$1,048,229
2035	\$20,965	\$120,483	2.00%	\$11,600	\$1,178,077
2036	\$23,562	\$122,893	2.00%	\$180,700	\$1,143,831
2037	\$22,877	\$125,350	2.00%	\$807,400	\$484,658
2038	\$9,683	\$127,857	2.00%	\$14,200	\$608,009
2039	\$12,160	\$130,415	2.00%	\$41,300	\$709,284
2040	\$14,186	\$133,023	2.00%	\$534,200	\$322,292
2041	\$6,446	\$135,683	2.00%	\$117,400	\$347,021
2042	\$6,940	\$138,397	2.00%	\$168,000	\$324,359
2043	\$6,487	\$141,165	2.00%	\$171,200	\$300,811
2044	\$6,016	\$143,988	2.00%	\$41,600	\$409,216
2045	\$8,184	\$146,868	2.00%	\$5,600	\$558,668
2046	\$11,173	\$149,805	2.00%	\$86,600	\$633,047
2047	\$12,661	\$152,802	2.00%	\$176,200	\$622,309
2048	\$12,446	\$155,858	2.00%	\$19,700	\$770,913
2049	\$15,418	\$158,975	2.00%	\$180,900	\$764,406
2050	\$15,288	\$162,154	2.00%	\$193,000	\$748,848
2051	\$14,977	\$165,397	2.00%	\$215,300	\$713,923

Expenditures/Year Summary Table

Year	Item	Description of Expenditures	Value
2021	3.2.7e	Roofing Anchors - Inspection and Drawins for Recommisioning	\$4,100.00
	3.4.6.b	Security System - Replacement	\$5,800.00
		INFLATED TOTAL INCLUDING HST	\$9,900.00
2022	3.1.1a	Masonry Block Wall - Repair	\$5,900.00
		INFLATED TOTAL INCLUDING HST	\$5,900.00
2023	3.2.4a	Window - Repairs	\$6,000.00
	3.6.1.b	Consulting Services - Reserve Fund Study without Site Visit	\$2,700.00
		INFLATED TOTAL INCLUDING HST	\$8,700.00
2024	3.1.1b	Unit Paver Walkways and Driveway - Repair	\$3,700.00
	3.1.1c	Unit Paver Walkways and Driveway - Repair	\$3,700.00
	3.1.1d	Asphalt Parking Lot - Repairs / Reline	\$6,200.00
	3.2.6a	Sealant - Repairs	\$3,700.00
		INFLATED TOTAL INCLUDING HST	\$17,300.00
2025	3.2.4.g	Doors - Repairs	\$3,800.00
		INFLATED TOTAL INCLUDING HST	\$3,800.00
2026	3.3.1b	Wall Finishes - Repaint	\$5,800.00
	3.3.1d	Furnishings	\$3,900.00
	3.3.6d	Furnishings	\$4,500.00
	3.3.7d	Furnishings	\$6,400.00
	3.4.1.b	Make-up Air Units - Repair	\$6,400.00
	3.4.3.d	Irrigation System - Repairs / Replacement	\$6,400.00
	3.5.2.c	Fire Hoses - Replacement	\$3,900.00
	3.5.3.a	Exit Signs / Emergency Lighting - Replacement	\$3,200.00
	3.6.1.a	Consulting Services - Reserve Fund Study with Site Visit	\$4,800.00
	3.6.2.a	Contingency	\$5,100.00
		INFLATED TOTAL INCLUDING HST	\$50,400.00
2027	3.2.6b	Sealant - Replacement	\$65,000.00
	3.5.1.a	Fire Alarm Panels and Devices - Repair	\$6,500.00
		INFLATED TOTAL INCLUDING HST	\$71,500.00
2028	3.2.4a	Window - Repairs	\$6,700.00
		INFLATED TOTAL INCLUDING HST	\$6,700.00
2029	3.1.1e	Asphalt Parking Lot - Replacement	\$162,100.00
	3.1.1g	Concrete Curb - Repairs	\$6,800.00
	3.1.1i	Landscaping - Renewal	\$6,800.00

3.2.5a	Masonry Ledgerstone Veneer - Repairs	\$20,300.00
3.6.1.b	Consulting Services - Reserve Fund Study without Site Visit	\$3,100.00
INFLATED TOTAL INCLUDING HST		\$199,100.00

2030

3.2.4.g	Doors - Repairs	\$4,200.00
3.2.7a	Roofing - Repair	\$6,900.00
3.2.7c	Penthouse Roofing - Repair	\$3,500.00
3.2.8.a	Soffit, Fascia and Eavestroughs - Repair	\$4,200.00
3.3.2a	Carpet - Replacement	\$35,600.00
3.3.2b	Wall Finishes - Repaint	\$62,000.00
3.4.5.a	Front Entrance Lighting - Replacement	\$1,400.00
3.4.5.b	Lobby Lighting - Replacement	\$3,500.00
3.4.5.d	Corridor Lighting - Replacement	\$13,800.00
3.4.5.f	Stairwell, Community Room, Weight Room, Service Rooms - Replace	\$4,200.00
INFLATED TOTAL INCLUDING HST		\$139,300.00

2031

3.1.1h	Concrete Curb - Replacement	\$16,600.00
3.2.4.h	Service Doors - Repair / Replacement	\$3,600.00
3.2.4.i	Suite Doors - Repair / Replacement	\$5,000.00
3.3.6a	Finishes and Furnishings - Repair / Replacement	\$7,100.00
3.3.6b	Wall Finishes - Repaint	\$18,300.00
3.3.6c	Ceiling Finishes - Replacement	\$2,200.00
3.3.6d	Furnishings	\$5,000.00
3.3.7a	Finishes and Furnishings - Repair / Replacement	\$7,100.00
3.3.7b	Wall Finishes - Repaint	\$10,300.00
3.3.7c	Ceiling Finishes - Replacement	\$2,200.00
3.3.7d	Furnishings	\$7,100.00
3.4.1.b	Make-up Air Units - Repair	\$7,100.00
3.4.3.d	Irrigation System - Repairs / Replacement	\$7,100.00
3.4.4.a	Panels and Wiring - Repair/Localized Replacement	\$14,100.00
3.4.5.c	Exterior Lighting - Replacement	\$16,900.00
3.4.5.e	Rooftop Lighting - Replacement	\$2,200.00
3.4.6.a	Intercom System - Replacement	\$21,100.00
3.4.6.b	Security System - Replacement	\$7,100.00
3.4.7.a	Garbage Chute Repairs	\$4,300.00
3.4.8.c	Elevator - Code Upgrades, Load Testing, Repairs	\$7,100.00
3.5.3.a	Exit Signs / Emergency Lighting - Replacement	\$3,600.00
INFLATED TOTAL INCLUDING HST		\$175,100.00

2032

3.4.3.a	Cold Water Supply Piping and Valves - Repair/Localized Replacement	\$14,400.00
3.4.3.b	Sanitary Piping - Repair/Localized Replacement	\$10,800.00
3.4.3.c	Stormwater Piping - Repair/Localized Replacement	\$5,100.00
3.6.1.a	Consulting Services - Reserve Fund Study with Site Visit	\$5,400.00
INFLATED TOTAL INCLUDING HST		\$35,700.00

2033

3.2.4a	Window - Repairs	\$7,400.00
3.4.2a	Water Supply Piping - Repair/Localized Replacement	\$14,700.00

	INFLATED TOTAL INCLUDING HST	\$22,100.00
2034		
	3.1.1b Unit Paver Walkways and Driveway - Repair	\$4,500.00
	3.1.1c Unit Paver Walkways and Driveway - Repair	\$4,500.00
	3.1.1d Asphalt Parking Lot - Repairs / Reline	\$7,500.00
	3.2.2a Building Structure - Repairs	\$7,500.00
	3.2.6a Sealant - Repairs	\$4,500.00
	INFLATED TOTAL INCLUDING HST	\$28,500.00
2035		
	3.2.4.g Doors - Repairs	\$4,600.00
	3.3.3.a Finishes - Repair	\$1,600.00
	3.3.3.b Guardrails and Railings - Repair / Repainting	\$1,900.00
	3.6.1.b Consulting Services - Reserve Fund Study without Site Visit	\$3,500.00
	INFLATED TOTAL INCLUDING HST	\$11,600.00
2036		
	3.2.3a Balcony Inspection	\$6,300.00
	3.2.3b Balcony - Repairs	\$7,800.00
	3.2.3d Balcony concrete - Repairs	\$100,900.00
	3.3.4a Finishes - Repair	\$2,400.00
	3.3.5a Finishes and Fixtures - Repair / Replacement	\$7,800.00
	3.3.6d Furnishings	\$5,500.00
	3.3.7d Furnishings	\$7,800.00
	3.4.1.b Make-up Air Units - Repair	\$7,800.00
	3.4.3.d Irrigation System - Repairs / Replacement	\$7,800.00
	3.4.6.c Card Access Entry System - Replacement	\$11,700.00
	3.5.2.c Fire Hoses - Replacement	\$4,700.00
	3.5.3.a Exit Signs / Emergency Lighting - Replacement	\$3,900.00
	3.6.2.a Contingency	\$6,300.00
	INFLATED TOTAL INCLUDING HST	\$180,700.00
2037		
	3.1.1a Masonry Block Wall - Repair	\$8,000.00
	3.2.4.e Patio Doors - Replacement	\$126,600.00
	3.2.4.f Garden Doors - Replacement	\$79,200.00
	3.4.8.a Interior Elevator Cab Finishes - Replacement	\$79,200.00
	3.4.8.b Elevator Control Systems - Modernization / Replacement	\$506,400.00
	3.5.1.a Fire Alarm Panels and Devices - Repair	\$8,000.00
	INFLATED TOTAL INCLUDING HST	\$807,400.00
2038		
	3.2.4a Window - Repairs	\$8,100.00
	3.6.1.a Consulting Services - Reserve Fund Study with Site Visit	\$6,100.00
	INFLATED TOTAL INCLUDING HST	\$14,200.00
2039		
	3.1.1g Concrete Curb - Repairs	\$8,300.00
	3.1.1i Landscaping - Renewal	\$8,300.00
	3.2.5a Masonry LedgeStone Veneer - Repairs	\$24,700.00
	INFLATED TOTAL INCLUDING HST	\$41,300.00

2040

3.2.4.g	Doors - Repairs	\$5,100.00
3.2.7b	Roofing - Replacement	\$310,700.00
3.2.7d	Penthouse Roofing - Replacement	\$100,800.00
3.2.8.b	Soffit, Fascia and Eavestroughs - Replacement	\$33,600.00
3.4.1.a	Make-up Air Units - Replacement	\$84,000.00
INFLATED TOTAL INCLUDING HST		\$534,200.00

2041

3.2.1a	Footings and Foundation Walls - Repairs	\$17,200.00
3.2.4.i	Suite Doors - Repair / Replacement	\$6,000.00
3.2.7e	Roofing Anchors - Inspection and Drawins for Recommisioning	\$6,000.00
3.3.1a	Tile - Replacement	\$8,600.00
3.3.1c	Ceiling Finishes - Replacement	\$4,300.00
3.3.2c	Ceiling Finishes - Replacement	\$12,900.00
3.3.6d	Furnishings	\$6,000.00
3.3.7d	Furnishings	\$8,600.00
3.4.1.b	Make-up Air Units - Repair	\$8,600.00
3.4.3.d	Irrigation System - Repairs / Replacement	\$8,600.00
3.4.6.b	Security System - Replacement	\$8,600.00
3.4.7a	Garbage Chute Repairs	\$5,200.00
3.4.8.c	Elevator - Code Upgrades, Load Testing, Repars	\$8,600.00
3.5.3.a	Exit Signs / Emergency Lighting - Replacement	\$4,300.00
3.6.1.b	Consulting Services - Reserve Fund Study without Site Visit	\$3,900.00
INFLATED TOTAL INCLUDING HST		\$117,400.00

2042

3.2.6b	Sealant - Replacement	\$87,400.00
3.4.3.a	Cold Water Supply Piping and Valves - Repair/Localized Replacement	\$17,500.00
3.4.3.b	Sanitary Piping - Repair/Localized Replacement	\$13,200.00
3.4.3.c	Stormwater Piping - Repair/Localized Replacement	\$6,200.00
3.5.1.b	Fire Alarm Panel - Replacement	\$43,700.00
INFLATED TOTAL INCLUDING HST		\$168,000.00

2043

3.2.4.b	Extra Large Windows - Replacement	\$14,300.00
3.2.4.c	Large Windows - Replacement	\$89,100.00
3.2.4.d	Small Windows - Replacement	\$67,800.00
INFLATED TOTAL INCLUDING HST		\$171,200.00

2044

3.1.1b	Unit Paver Walkways and Driveway - Repair	\$5,500.00
3.1.1c	Unit Paver Walkways and Driveway - Repair	\$5,500.00
3.1.1d	Asphalt Parking Lot - Repairs / Reline	\$9,100.00
3.2.2a	Building Structure - Repairs	\$9,100.00
3.2.6a	Sealant - Repairs	\$5,500.00
3.6.1.a	Consulting Services - Reserve Fund Study with Site Visit	\$6,900.00
INFLATED TOTAL INCLUDING HST		\$41,600.00

2045

3.2.4.g	Doors - Repairs	\$5,600.00
INFLATED TOTAL INCLUDING HST		\$5,600.00

2046	3.3.1b	Wall Finishes - Repaint	\$8,600.00
	3.3.1d	Furnishings	\$5,700.00
	3.3.6d	Furnishings	\$6,700.00
	3.3.7d	Furnishings	\$9,500.00
	3.4.1.b	Make-up Air Units - Repair	\$9,500.00
	3.4.3.d	Irrigation System - Repairs / Replacement	\$9,500.00
	3.4.4.a	Panels and Wiring - Repair/Localized Replacement	\$19,000.00
	3.5.2.c	Fire Hoses - Replacement	\$5,700.00
	3.5.3.a	Exit Signs / Emergency Lighting - Replacement	\$4,800.00
	3.6.2.a	Contingency	\$7,600.00
		INFLATED TOTAL INCLUDING HST	\$86,600.00
2047	3.2.5b	Vinyl Siding - Replacement	\$147,600.00
	3.5.1.a	Fire Alarm Panels and Devices - Repair	\$9,700.00
	3.5.2.a	Sprinkler Piping - Repairs/Localized Replacement	\$14,500.00
	3.6.1.b	Consulting Services - Reserve Fund Study without Site Visit	\$4,400.00
		INFLATED TOTAL INCLUDING HST	\$176,200.00
2048	3.4.2a	Water Supply Piping - Repair/Localized Replacement	\$19,700.00
		INFLATED TOTAL INCLUDING HST	\$19,700.00
2049	3.1.1f	Asphalt Parking Lot - Overlay	\$130,500.00
	3.1.1g	Concrete Curb - Repairs	\$10,100.00
	3.1.1i	Landscaping - Renewal	\$10,100.00
	3.2.5a	Masonry Ledge/Stone Veneer - Repairs	\$30,200.00
		INFLATED TOTAL INCLUDING HST	\$180,900.00
2050	3.2.4.g	Doors - Repairs	\$6,200.00
	3.3.2a	Carpet - Replacement	\$52,900.00
	3.3.2b	Wall Finishes - Repaint	\$92,200.00
	3.4.5.a	Front Entrance Lighting - Replacement	\$2,100.00
	3.4.5.b	Lobby Lighting - Replacement	\$5,200.00
	3.4.5.d	Corridor Lighting - Replacement	\$20,500.00
	3.4.5.f	Stairwell, Community Room, Weight Room, Service Rooms - Replace	\$6,200.00
	3.6.1.a	Consulting Services - Reserve Fund Study with Site Visit	\$7,700.00
		INFLATED TOTAL INCLUDING HST	\$193,000.00
2051	3.1.1h	Concrete Curb - Replacement	\$24,700.00
	3.2.1a	Footings and Foundation Walls - Repairs	\$20,900.00
	3.2.4.i	Suite Doors - Repair / Replacement	\$7,400.00
	3.3.6a	Finishes and Furnishings - Repair / Replacement	\$10,500.00
	3.3.6b	Wall Finishes - Repaint	\$27,200.00
	3.3.6c	Ceiling Finishes - Replacement	\$3,200.00
	3.3.6d	Furnishings	\$7,400.00
	3.3.7a	Finishes and Furnishings - Repair / Replacement	\$10,500.00
	3.3.7b	Wall Finishes - Repaint	\$15,300.00
	3.3.7c	Ceiling Finishes - Replacement	\$3,200.00
	3.3.7d	Furnishings	\$10,500.00

3.4.1.b	Make-up Air Units - Repair	\$10,500.00
3.4.3.d	Irrigation System - Repairs / Replacement	\$10,500.00
3.4.6.b	Security System - Replacement	\$10,500.00
3.4.7a	Garbage Chute Repairs	\$6,300.00
3.4.8.c	Elevator - Code Upgrades, Load Testing, Repars	\$10,500.00
3.5.2.b	Stand Pipe and Fire Pump - Repairs	\$20,900.00
3.5.3.a	Exit Signs / Emergency Lighting - Replacement	\$5,300.00
INFLATED TOTAL INCLUDING HST		\$215,300.00

DRAFT

TO: HURON SHORES PROPERTY MANAGEMENT INC.

FROM: ESSEX CONDOMINIUM CORPORATION NO. 118
(the "Corporation")

RE: SALE OF BUSINESS OF 2260806 ONTARIO INC. ("DMK")
TO HURON SHORES PROPERTY MANAGEMENT INC. ("Huron Shores")
CLOSING DATE: MARCH 31, 2022

DATED this 18th day of February, 2022.

DATED this 28th day of March, 2022.

Per: Steve Tward
Name: DAVE LAURIE
Title:
☒ We have authority to bind the Corporation

3/28/2022, 1:48

From: Michael Burton <mburton@hspm.ca>

Date: Sat, Jan 7, 2023 at 11:27 AM

Subject: Annual General Meeting - General Fund Deficit Issue

To: Huron Shores Property Management <huronshores@hspm.ca>

Dear Harbourview Residence Owners,

You may recall at the AGM a question was raised regarding the Board's plans to address the current General Fund Deficit. This deficit is a consequence of budgeting a shortfall in annual revenue to cover annual expenses over a number of years. This approach is taken to limit the impact of Common Fee increases year over year on the owners. Unfortunately, over time it does result in a deficit or loss that must be addressed.

The deficit is projected to be \$73,400 at the end of the next fiscal year. There are basically three options to address this deficit. A Special Assessment; a significant increase in Common Fees or offset the deficit through savings. The Board has a plan to address the issue that will not require a significant Common Fee Increase nor a Special Assessment.

As you may be aware the Reserve Fund Study projects a \$162,100 funding requirement for a new parking lot in 2029. That amount is included in the annual Common Fees that are contributed annually to the Reserve Account. In fact, your Board arranged to have the developer donate a new parking lot a few years ago so the \$162,100 expense will not be required for 2029.

A new Reserve Fund Study is due to be completed this year. It will reduce approximately \$27,000 per year the required contribution to the Reserve Account resulting in savings to the ECC 118 Corporation. The Board's plan is to apply these savings to the General Fund Deficit each year. That means the deficit will be offset in 2.7 years.

As noted, The Board's plan will avoid the need for a Special assessment or a significant increase in Common Fees. This is considered the most prudent strategy as owners are experiencing higher costs due to the cost of living and in some cases interest rate increases. Your Board feels this would be an inopportune time to add to that cost burden when in fact future savings will be available to address the General Fund deficit. This approach will also stabilize the need for future Common Fees to cover operating expenses with only manageable inflationary increases over the same period.

I do apologize for the delay in providing the information on this subject. The Board had to meet several times regarding plan options, and we also wanted to consult with the new auditors to inform them of the plan. The Board welcomes your comments on this strategy.

Regards,

Michael F. Burton, Property Manager

mburton@hspm.ca

519-916-1113

Huron Shores Property Management, 1010 University Ave W Suite 106, Windsor, N9A 5S4