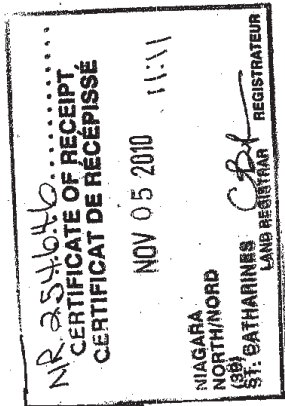


OFFICE SCHEDULE

1710205



DECLARATION

CONDOMINIUM ACT, 1998

NIAGARA NORTH

VACANT CONDOMINIUM PLAN NO. 214

NEW PROPERTY IDENTIFIER'S BLOCK 46914

RECENTLY: 46373-0485 & 46373-0572

DECLARANT: GREY FOREST HOMES LTD.

SOLICITOR: MR. A. BAKKER

ADDRESS:

1 KEEFER ROAD

ST. CATHARINES, ON L2M 6K4

PHONE: 905-688-9352

FAX: 905-688-9353

No. OF UNITS 59

FEES: \$70.00 + (\$5.00 x (number of unit)) = \$365.00

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DECLARATION

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

BY:

GREY FOREST HOMES LTD.
a corporation incorporated under the laws
of the Province of Ontario (hereinafter referred to
as the "Declarant")

WHEREAS the Declarant is the owner in fee simple of the lands and premises situate in the Town of Niagara-on-the-Lake, in the Regional Municipality of Niagara, 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 registration of this Declaration and the description will create a Freehold Vacant Land Condominium Corporation as defined by the Act, comprised of 59 units;

AND WHEREAS the Declarant intends that the said lands and the interest appurtenant to the land in the description and Schedule A of the declaration shall be governed by the Act.

NOW THEREFORE, THE DECLARANT DECLARES AS FOLLOWS:

ARTICLE I

INTRODUCTORY

1.01 Definitions:

All terms and words used herein which are defined in the Act shall have ascribed to them the meanings as set out in the Act, as amended from time to time, unless the context otherwise requires, and in particular:

- (a) Common elements means all the property, except the Units;
- (b) Common interest means the interest in the common elements appurtenant to a Unit;
- (c) Condominium Expenses means those expenses payable by Owners as described and determined in Section 2;
- (d) Corporation, or Condominium, or Condominium Corporation means the corporation created or continued under the Act;
- (e) Owner or Owners means a person or persons who own(s) a freehold interest(s) in a Unit and its appurtenant common interest, but does not include a mortgagee unless in possession;
- (f) Property or properties as the context may require means the land and interests appurtenant to the land described in the description, and includes any land and interests appurtenant to land that are added to the common elements;
- (g) Rules means rules passed by the Board of Directors (hereinafter called the "Board") of the Corporation and becoming effective pursuant to Section 58 of the Act; and
- (h) Unit means a part of the property included in the description and designated as a Unit by the description, and comprises the space enclosed by its boundaries and all of the land, structures and fixtures within this space in accordance with the Declaration and description, but does not include the interest in the common elements. For greater certainty, the definition of "Unit" relating to the duties to repair and maintain under Section 162 and 163 of the Act and pursuant to this Declaration shall extend to all improvements made by the Declarant in accordance with its architectural and structural plans, notwithstanding that some of such improvements may be made after registration of the Declaration and description.

1.02 Statement of Intention:

The Declarant intends that the lands and premises described in Schedule 'A' together with all appurtenant interests be governed by the Act, and any amendments thereto.

1.03 Consent of Encumbrances:

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

1.04 **Creation of Easements:**

The Corporation of the Town of Niagara-on-the-Lake, the approving authority, as set out in the conditions of planning approval dated the 17th day of May, 2010, and as listed on page 14 of the declaration.

1.05 **Boundaries of Units and Monuments:**

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

1.06 **Common Interests and Common Expenses:**

Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners in the proportions set forth opposite each unit number in Schedule 'D' and 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 interests shall be one hundred percent (100%).

1.07 **Address for Service and Mailing Address of the Corporation:**

The corporation's address for service shall be:
1 Keefer Road, St. Catharines, Ontario L2M 6K4

or such other address as the Corporation may by resolution of the Board of Directors determine, and the mailing address of the Corporation shall be:

1 Keefer Road, St. Catharines, Ontario L2M 6K4

or such other address as the Corporation may by resolution of the Board of Directors determine.

ARTICLE II

COMMON EXPENSES

2.01 **Specification of Common Expenses:**

The common expenses shall be the expenses of the performance of the objects and duties of the Corporation and without limiting the generality of the foregoing, shall include those expenses set out in Schedule 'E' attached hereto.

2.02 **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 Schedule E hereto and the by-laws of the Corporation, and the assessment and collection of contributions toward the common expenses may be regulated by the Board pursuant to the by-laws of the Corporation.

2.03 **Reserve Fund:**

- (a) The Corporation shall establish and maintain one or more reserve funds and shall collect from the owners as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for major repairs and replacement of common elements and assets of the Corporation, all in accordance with the provisions of the Act.
- (b) No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to any owner except on termination of the Corporation.
- (c) In accordance with Section 94 of the Act, the Corporation shall conduct or cause to be conducted periodic reserve fund studies to determine whether or not the amount of money in the reserve fund and the amount of contributions are adequate to provide for the expected costs of major repair and replacement of common elements and assets of the Corporation.

2.04 Status Certificate

The Corporation shall, upon request, provide the requesting party with a Status Certificate and accompanying statements and information in accordance with Section 76 of the Act. The Corporation may charge the prescribed fee for providing the Status Certificate.

ARTICLE III

COMMON ELEMENTS

3.01 Use of Common Elements:

- (a) Subject to the provisions of the Act, this Declaration and the By-Laws, and any Rules 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) Certain owners shall have the exclusive use of those parts of the common elements as set forth in Schedule 'F' attached hereto.
- (c) No condition shall be permitted to exist and no activity shall be carried on in the common elements that is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other Owners of the common elements and the other Units, that results in the cancellation or threatened cancellation of any policy of insurance referred to in the Declaration, or that will lead to a contravention of any covenant, term or condition contained in any easement and rights registered against the property.
- (d) No owner shall make any installation or any change or alteration to an installation upon the common elements, or maintain, make additions to, alter or repair any part of the common elements, without obtaining the written consent of the Corporation in accordance with the Act, unless otherwise provided for in this Declaration or in the By-Laws.
- (e) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and notwithstanding any rules or by-laws of the Corporation to the contrary, the Declarant and any entity related, associated or affiliated thereto (the "Related Company") shall be entitled to erect and maintain signs for marketing/sale purposes upon the common elements, and within or outside any unsold Unit, pursuant to the Declarant's or the Related Company's ongoing marketing program in respect of the Units at such locations and having such dimensions and the Declarant or the Related Company may determine in its sole discretion provided same complies with municipal requirements. In addition, the Declarant or the Related Company, their sales staff, their authorized personnel or agents, and any prospective purchasers will together have the right to use visitors' parking spaces located on the property.

3.02 Restrictive Access:

Without the consent in writing of the Board, no owner shall have any right of access to those parts of the common elements used from time to time for the care, maintenance, or operation of the property.

3.03 Additions, Alterations and Improvements:

- (a) The Corporation may by a vote of members, who own sixty-six and two-third percent (66 2/3%) of the common elements, make any substantial addition, alteration or improvement to, or renovation of, the common elements, or may make any substantial change in the assets of the Corporation.
- (b) The Corporation may, in accordance with Section 97(2) of the Act, make any other addition, alteration or improvement to, or renovation of, the common elements, or any other change in the assets of the Corporation.
- (c) For the purposes of this clause, the board shall decide whether any addition, alteration or

improvement to, or renovation of, the common elements, or any change in the assets of the Corporation is substantial.

- (d) 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 By-Laws or the Rules.
- (e) The Corporation, or its agents, 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 this work.
- (f) A copy of the complete set of engineering plans and specifications for the improvements situate on or within the common elements, including copies of all plans and specifications for any additions, alterations or improvements, from time to time made to the common elements or to any Unit which may require the prior written consent of the Board, shall be maintained in the office of the Corporation at all times, or at such other place as the Board shall from time to time determine by resolution for the use of the Corporation in rebuilding or repairing any damage, and/or the use of the Owner or mortgagee.

3.04 **Use of Visitors' Parking Spaces**

Visitors parking is available on those parts of the common elements designated for such purpose by the relevant governmental authority and shall be used only by the owners' visitors and guests of the owners and tenants of the Units in this Condominium and by the Declarant, its agents, employees and contractors for the purposes of temporary parking thereon. Any extended use (in excess of three nights) shall require notification to and permission of the Board.

ARTICLE IV
UNITS

4.01 **Occupation and Use:**

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

- (a) Each unit shall be occupied and used only as a single family residence and for no other purpose. The term "single family residence" shall have the term as the municipal zoning by-law relating to the lands as described in Schedule 'A' hereto and shall include uses permitted in such zoning by-law, provided that the Board of Directors may in its discretion prohibit uses permitted in the zoning by-law by deeming a use to be a nuisance. If the term "single family residence" is not defined in the by-law applicable to the land, the Board of Directors may in its discretion from time to time establish a definition for the term. The foregoing shall not prevent the Declarant from completing the building and all improvements to the property nor prevent the Declarant while owning and seeking to sell ten percent (10%) or more of the units, in either case, actively taking all reasonable steps to sell those units, maintaining a sales office, advertising signs and suites as models for display but not so as to interfere with the reasonable use and enjoyment of the common elements or other units.
- (b) Parking shall be used only for parking of private motor vehicles in accordance with the terms of this Declaration, the By-laws and Rules of the Corporation and the Site Plan Agreement with the municipality. Without restricting any wide definition of motor vehicle as may be imposed by the Board, "motor vehicle" shall be deemed to include a motorcycle, private passenger automobile, station wagon, light duty van or light duty pick-up or sports utility vehicle, in good working order and repair and which does not leak any fluids. The Owner shall repair and maintain the driveway attributed to his unit in a clean and sightly condition and shall remove any oil stains thereon.
- (c) No unit shall be occupied or used by anyone in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance referred to in this Declaration, or the By-laws of the corporation, and if a unit is occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by the Corporation, the owner of such unit shall reimburse the Corporation for such increase in premium cost, and such increase in premium cost shall

be added to the owner's contribution towards the common expenses.

- (d) The owner of each unit shall comply with and shall require all residents and visitors to his unit and tenants of his unit to comply with the Act, this Declaration, and the By-laws, and the Rules passed pursuant hereto.
- (e) No alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge or erection of any kind whatsoever, shall be performed, done, erected or planted within or in relation to the common elements except by the Corporation, or with its prior written consent, or as permitted by the By-Laws and Rules of the Corporation and the Site Plan Agreement with the Town of Niagara-on-the-Lake.
- (f) No boundary, load-bearing or partition wall, floor, door or window, heating, air-conditioning, plumbing or electrical installation contained in or forming part of a unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Board of Directors; but the provisions of this subparagraph shall not require any owner to obtain the consent of the Corporation for the purpose of painting or decorating the surface on any wall, floor or ceiling which is within any unit; without the prior written consent of the Board, no owner shall alter the exterior design or colour of any part of his unit where such change, alteration, decoration, or painting is normally visible from the exterior thereof or make any change to an installation upon the common elements or those parts of the common elements of which he has exclusive use, except for maintenance of those parts of the common elements, or those parts of the common elements of which he has exclusive use, which he has the duty to maintain.
- (g) Notwithstanding anything contained in this Declaration or in any By-Laws or rules hereafter passed or enacted to the contrary, the Owner of a Unit shall, in addition to his proportionate share of the common expenses, pay and be solely responsible for the following:
 - (ii) the cost of all services, utilities and charges to the Unit by any service provider or any governmental authority; and,
 - (iii) the cost of maintaining and repairing the Unit, including, without limiting the generality of the foregoing, the roof, structure, windows, all mechanical, electrical, heating, cooling, refrigeration and plumbing equipment, fixtures and systems, and all appurtenances thereto, which provide power or any other service exclusively to his Unit, as well as any and all repairs required due to settlement of the grounds, driveway(s) and walkway(s) located within the Unit.
- (h) The Declarant has installed separate gas, hydro and water service metres for each Unit. Accordingly, Unit Owners shall each receive invoices for the gas and hydro services utilized or consumed by such Owner from the local utility or authority. Further, the Unit Owners shall each receive invoices for the water services utilized or consumed by such Owner from the municipality. Additionally, and as part of the common expenses, Unit Owners shall pay their share, as provided for herein, of such services utilized or consumed by the Corporation, including, without limitation, the Corporation's cost of hydro consumed by the Corporation for on street lighting and water for the underground sprinkling system.
- (i) Notwithstanding anything herein provided to the contrary, each Unit shall exclude roadside curbs and all pipes, wires, cables, conduits, shafts, ducts, flues and mechanical or similar apparatus including all security or sprinkler systems, all public utility lines used for power, hydro metres, telephone cables, television cables, gas lines, gas metres, water lines, storm and sanitary sewer lines, fire hydrants, sidewalks, ground pedestals, hydro junction boxes and meters, water valve boxes, pad or blast walls, street lighting fixtures, transformers, transformer vaults, catchbasins, manholes, shut-off valves or main line tees, etc. that supply any service to more than one Unit or to the common elements, that may lie within the boundaries of any particular Unit but which does not exclusively service that particular unit.
- (j) Eavetroughs, overhangs, and roof projections may encroach into the air space of the common elements. The unit owners of these units may use the common elements for maintenance and repairs of these projections.

4.02 **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 or any part of the common elements over which the owner has the exclusive use 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 or policies, and remedying any condition which might result in damage to the property.

- (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, common elements or part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property. The Corporation or any one 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 exercised reasonable care.
- (d) The Corporation may retain a key to all locks to each unit. In the event that the Corporation retains 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 or in the unit or to any part of the common elements of which such owner has the exclusive use 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.

4.03 **Requirement for Leasing:**

- (a) Where the owner of a unit is leasing his unit, the owner shall notify the Corporation that the unit is leased and shall provide to the Corporation the lessee's name and address and the owner's name and address.
- (b) No owner shall lease his unit unless he causes the tenant to deliver to the Corporation an agreement signed by the tenant, to the following effect:

"I,, covenant and agree that I, the members of my household and my guests from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, the Declaration and the By-laws, and all Rules and Regulations of the Condominium Corporation, during the term of my tenancy."

- (c) All other requirements under Section 83 shall be complied with.

ARTICLE V

CONSTRUCTION, MAINTENANCE AND REPAIRS

5.01 **Planned Community**

The Owners acknowledge and agree that this Corporation represents a planned community intended to be and remain a unique and architecturally meaningful development with well and consistently maintained lands and improvements. In accordance with this intention, the Owners agree that they have familiarized themselves with the restrictions, obligations and requirements contained in the Declaration, the By-Laws and Rules of the Corporation prior to having purchased their Unit(s) and therefore consent and agree to same.

5.02 **Construction of Building or Structure**

- (a) Any building or structure constructed on or within a Unit must comply with all applicable restrictions and/or regulations imposed by the relevant governmental authority, including, without limitation, all restrictions and regulations with respect to the size, location, construction and architectural standards, construction design standards, quality of

materials and appearance of any such building or structure in accordance with the registered Site Plan. No Unit Owner, save and except for the Declarant or a company related thereto, shall bring an application or participate in a proceeding which may have the effect of altering or amending the aforesaid restrictions and/or regulations without the prior written approval of the Declarant, such approval may be unreasonably withheld, in the event the Declarant or a company related thereto brings any application or initiates any proceeding in respect of the aforementioned restrictions and/or regulations, the Unit Owners shall not object to any such application and/or proceeding.

- (b) No sign advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside (*if visible from the outside*) or outside of any building or structure located on or within a Unit whatsoever without prior written consent of the Board.
- (c) No Unit Owner shall affix, install or otherwise provide anything other than drapes, curtains, vertical or horizontal blinds or shutters visible from the outside of any building or structure located on or within a Unit.
- (d) No Unit Owner may attach or install anything, matter, equipment or otherwise such as a fence, storage shed, pool, composter, clothes line, sun shade, or screen gazebo, which may be deemed to be a permanent attachment or affixation to the Unit, or to the exterior of any building or structure located on or within a Unit without the prior written consent of the Board.
- (e) No television antennae, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any building or structure located on or within a Unit. A small satellite may be fastened to the rear of a building within a Unit only with the written consent of the Board after due application, which consent shall not be unreasonably withheld.
- (f) Any installation, affixation of paint or varnish or any other covering, coating or finishing to the exterior patio, deck or porch railings, outside surfaces of a building or structure located on or within a Unit must be effected by the Unit Owner at his/her expense and must be consistent with the original colour and finish of the patio, deck, porch railings and outside surfaces of any building or structure located on or within the Unit. Owners of Unit(s) shall maintain any building or structure located on or within a Unit from time to time by the application of such paint, varnish, coating, covering and finishing in the manner aforesaid.

5.03 **Maintenance and Repair to Unit**

- (a) Each Unit Owner shall maintain his Unit and repair it after damage, subject to the provisions of this Declaration.
- (b) The Board shall determine the standard of maintenance required in respect of the exterior of any structure located on or within a Unit and in respect of any landscaping of and snow removal from the grounds located within a Unit.
- (c) Each Unit Owner hereby irrevocably nominates, constitutes and appoints the Corporation to be and act as its agent and the Corporation shall be and act as the agent of each Owner, to carry out all landscape maintenance of the grounds including, without limitation, grass cutting and snow removal from the driveway and walkway located within the Unit, and all expenses incurred therefrom shall form part of the common expenses.
- (d) Notwithstanding anything hereinbefore provided to the contrary, such Owner shall be responsible for all damages to any and all other Units and to the common elements, which are caused by the failure of such Owner to so maintain and repair his Unit, save and except for any such damages for which the cost of repairing may be recovered under any policy of insurance by the Corporation.
- (e) The Corporation may perform any maintenance and repairs after damage that an Owner is obligated to make and that he does not make within a reasonable time after written notice is given to such Owner by the Corporation. In such event, an Owner shall be deemed to have consented to having maintenance and repairs done to his Unit by the Corporation. The Owner shall reimburse the Corporation in full for the cost of such maintenance and/or repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such

maintenance and/or repairs, and all such costs shall bear interest at the rate of four (4%) percent per annum above the prime lending rate charged by the Corporation's bank to its best risk commercial customers, until paid. The Corporation may collect such costs in such installments as the Board may decide upon, which installments shall be added to the monthly contributions towards the common expenses of such Owner, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses and recoverable as such.

(f) Save and except in respect of Units owned by the Declarant, if it is determined by the Board of Directors under Section 123 of the Act that substantial damage has occurred, the land on which the building was located shall be deemed to have been in a flat and fully sodded state immediately before its construction of the said building.

(g) In addition to the requirements of Section 123 of the Act, which are imposed upon the Corporation when the building located on or within a Unit has been damaged, the Corporation shall deliver by registered mail to all mortgagees who have notified the Corporation of their interest in any Unit, notice that substantial damage has occurred to the property and that the Owners have the right in accordance with Section 46 of the Act to requisition a meeting of the Owners and that the Board of Directors is required to register a notice terminating the government of the Property by the Act if the conditions described in Subsection 123(7) are met.

(h) Each Owner and its authorized agents or contractors, shall have the right to enter on the exterior portion of the Unit comprising part of an adjoining Unit, on reasonable notice and at reasonable times, for the purpose of maintenance, repair, renovation, alteration and structural change of and addition to his Unit, provided that he shall not unduly disturb the neighbouring owners and that he shall be responsible for any damage caused by him.

(i) Any improvements being made to the exterior of any structure located on or within a Unit require the prior written consent of the Board, and in addition to any architectural restrictions imposed pursuant to the Declaration, the By-Laws and the Rules of the Corporation, all such improvements must comply with all applicable restrictions and/or regulations imposed by the relevant governmental authority, including, without limitation, all restrictions and regulations with respect to the size, location, construction and architectural standards, construction design standards, quality of materials and appearance of any such building or structure. No Unit Owner, save and except for the Declarant or a company related thereto, shall bring an application or participate in a proceeding which may have the effect of altering or amending the aforesaid restrictions and/or regulations without the prior written approval of the Declarant, such approval may be unreasonably withheld. In the event the Declarant or a company related thereto brings any application or initiates any proceeding in respect of the aforementioned restrictions and/or regulations, the Unit Owners shall not object to any such application and/or proceeding.

5.04 Maintenance and Repairs to Common Elements

- (a) Except as otherwise provided herein, the Corporation shall maintain and repair, after damage, the common elements.
- (b) The Corporation shall arrange and pay for snow and ice removal from the roads and sidewalks within the common elements.
- (c) Every Owner from time to time shall forthwith reimburse the Corporation for repairs to any part of the common elements caused by negligence or intentional misconduct of the residents, tenants, invitees or licensees of his Unit, or members of his family, to the extent that such costs may not be recovered under any policy of insurance held by the Corporation without inordinately increasing the premium payable for such insurance as determined by the Board in its sole discretion.

ARTICLE VI

DAMAGE

6.01 Procedure Where Damage Occurs:

Where the Board is of the opinion that substantial damage as defined in Section 123 (2) of the Act, may have occurred, the Board shall:

- (a) Within 30 days of the damage occurring, hire two independent professionals to estimate the damage sustained; Determine whether there has been substantial damage as defined by the Act, and if so, notify the owners and inform them that they have 30 days to requisition of meeting to vote on termination; Register a notice terminating the condominium corporation if at least eighty per cent (80%) of the owners vote in favour of termination within 30 days of the vote; If no meeting of owners is requisitioned, or a vote for termination fails, the buildings and/or structures must be repaired within a reasonable time.

ARTICLE VII
INSURANCE

7.01 By the Corporation:

The Corporation shall be required to obtain and maintain, to the extent obtainable from the insurance industry, the following insurance, in one or more policies:

- (a) Insurance, on its own behalf and on behalf of the Owners, for damage to the common elements that is caused by major perils or other perils that this Declaration, the By-Laws or the Act specify.
- (b) Insurance against its liability resulting from a breach of duty as occupier of the common elements or arising from the ownership, use or operation by or on its behalf of machinery and motor vehicles. The limits of such policies to be established by the Board of Directors.

Such policy or policies of insurance shall insure the interests of the corporation and the owners from time to time, as their respective interests may appear, with mortgagee or chargee endorsements, which shall be subject to the provisions of this Declaration, if applicable; and shall contain the following provisions:

- (i) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage there is a vote for termination in accordance with Section 123 of the Act;
 - (ii) a waiver of any defence by the insurer based on co-insurance, breach of a statutory condition or invalidity arising from the conduct of, or any act or omission by any insured. A stated amount co-insurance clause is sufficient compliance with the requirement for waiver of a co-insurance provision;
 - (iii) a waiver of subrogation against the Corporation, its manager, agents, employee and servants and the owners, and any resident, tenant, invitee or licensee of a Unit and in any event excluding damage arising out of arson and fraud caused by any one of the above;
 - (iv) a provision that the insurance shall not be cancelled or substantially modified without at least sixty days (60) written notice given by registered mail by the insurer to the Corporation, the Insurance Trustee, if applicable, and any mortgagees noted thereon;
 - (vi) a provision that the insurance shall be primary insurance in respect of any other insurance carried by any owner.
- (c) Public liability and property damage insurance insuring the liability of the Corporation and the owners for no less than One Million Dollars (\$1,000,000.00), or such greater sum as the Board may determine from time to time, and without right of subrogation as against the Corporation, its manager, agents, servants and employees, and as against the owners, and any member of the household or guests of any owner or occupant of a unit;
 - (d) Equipment and machinery insurance to the extent required as the Board may from time to time deem advisable;
 - (e) The Corporation shall obtain directors' and officers' liability insurance in such amounts as shall be established by the Board of Directors.

7.02 Copy of Certificate:

A copy of a certificate of the policy maintained in accordance with this Article shall be provided to the owners and mortgagees of each unit and a copy of a certificate or renewal or of a

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new insurance policy shall be provided to the owners and mortgagees of each unit not later than sixty days (60) after the expiry of a policy. A mortgagee holding mortgages on ten percent (10%) or more of the units shall also be issued a certified copy of all policies and any endorsements thereto.

7.03 General Provisions:

- (a) Every mortgagee or chargee shall be deemed to have agreed to waive any contractual or statutory provision giving the mortgagee or chargee the right to have the proceeds of any insurance policy or policies applied on account of the mortgage or charge and thereby prevent application of the proceeds of any insurance policy or policies towards the repair of the property pursuant to the provisions of this Declaration. This paragraph 7.03(a) shall be read without prejudice to the right of any mortgagee or chargee to exercise the right of the owner to vote or consent, if the mortgage or charge itself contains a provision giving the mortgagee or chargee that right, and also to the right of any mortgagee or chargee to receive the proceeds of any insurance policy, if the property is not repaired;
- (b) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in this Declaration.

7.04 By the Owner:

- (a) 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, deemed necessary or desirable by any owner, may be obtained and maintained by such owner:
 - (i) Insurance for damage to the Unit that is caused by major perils as defined by Section 99(2);
 - (ii) Insurance for damage caused by other perils that may be specified in the Declaration or By-Laws;
 - (iii) Insurance for the full replacement value of the dwelling erected on the Unit;
 - (iv) Public liability insurance covering any liability of any owner or any resident, tenant, invitee or licensee of his unit, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
- (b) In addition, the following insurance, if deemed necessary by any Owner, may be obtained and maintained by such Owner:
 - (i) Insurance on any additions or improvements made by the owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner, contained within his unit and his personal property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage, which policy or policies of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the owners and any members of their household, except for vehicle impact, arson and fraud;
 - (ii) Insurance covering additional living expenses incurred by an Owner if forced to leave his Unit by one of the hazards protected against under the Owner's personal property insurance policy;
 - (iii) Insurance covering special assessments levied against an Owner's Unit by the Corporation.

7.05 Indemnification by Owners

Each Owner shall indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer or incur resulting from or caused by any act or omission of such Owner, or any resident, tenant, invitee or licensee of his Unit, to or with respect to the common elements, except for any loss, costs, damage, injury or liability insured against by the Corporation and for which insurance proceeds are in fact payable. Each Owner shall also indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer by reason of any breach of any rules or by-laws in force from time to time by any Owner, or any resident, tenant, invitee, licensee or customer of his Unit. All payments to be made by any Owner pursuant to this Section are

deemed to be additional contributions toward the common expenses payable by such Owner, and are allocated and recoverable as such.

ARTICLE VIII

EXPROPRIATION

8.01 Total Expropriation:

In the event of the expropriation of the whole of the property, the compensation to be paid for the whole of the property shall be negotiated and finalized by the Corporation, subject to the ratification of such compensation by the owners of seventy-five percent (75%) of the common interests at a special meeting called for that purpose whether or not proceedings are necessary and the compensation, less expenses involved, if any, in obtaining the said compensation shall be distributed among the unit owners in proportion to their interest in the common elements.

Notwithstanding the award for the expropriation of the whole project, the rights of each unit owner shall be separate to negotiate and finalize their personal compensation for the improvements made to the unit after registration of the Declaration and Description, costs of moving, and other similar items personal to each unit owner.

8.02 Parts of Common Elements Only Taken:

If no units are affected by the expropriation and the expropriation includes only part of the common elements, the compensation shall be negotiated and finalized by the Corporation whether or not proceedings are necessary and the compensation shall be distributed among the owners in proportion to their interest in the common elements.

8.03 Partial Expropriation Including Units:

In the event of a partial expropriation which includes some units, each owner whose unit is expropriated shall deal with the expropriating authority with regard to compensation relating to his unit and interest in the common elements. The compensation for the damage suffered by the remaining owners shall be negotiated and finalized by the Corporation, subject to the ratification by the owners of seventy-five percent (75%) of the common interest at a special meeting called for that purpose, whether or not proceedings are necessary and the compensation shall be distributed proportionately among the remaining owners.

The cost of restoring the balance of the project so that it may be used shall be determined by the Corporation and the Corporation shall negotiate with the expropriating authority with regard to compensation for the expenditure and shall, unless the government of the property by the Act is terminated within thirty (30) days of the receipt of such compensation, reconstruct using the funds received from such reconstruction. Any moneys received by the Corporation for any reconstruction made necessary by the expropriation shall be held by the corporation in trust for the purpose of such reconstruction.

ARTICLE IX

OWNER'S DEFAULT

9.01 Owner's Default

If any Owner of a Unit fails to pay the Corporation any amount (the "Amount") of money required to be paid pursuant to this Declaration that may not be a common expense, the Corporation's by-laws and/or rules, or otherwise when required, then in addition to any other rights, powers or remedies available to the Corporation at common law, by statute, or in equity, the Corporation shall be entitled to:

- (a) Charge and levy interest against such Owner (hereinafter referred to as the "Defaulting Owner") in respect of such unpaid Amount and on all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same. Including, all legal expenses incurred by the Corporation on a solicitor and his/her own client basis, at a rate equal to 24% per annum, calculated monthly, not in advance, with interest on the unpaid Amount commencing to accrue from and after the date which the Amount is due and payable and with interest on all of the expenses incurred in collecting (or attempting to collect), same

commencing to accrue from and after the respective dates that the Corporation incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid; and

- (b) Maintain and enforce a lien against the Defaulting Owner's Unit(s), as security for the payment of the Amount (hereinafter referred to as the "Lien") and all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same together with all outstanding interest accruing thereon as aforesaid, with the Lien being enforceable by the Corporation in the same manner, and to the same extent, as a real property mortgage or charge, and with all the powers, rights and remedies inherent in (or available to) a mortgagee or chargee when a mortgage or charge of real estate is in default, pursuant to the provisions of The Mortgages Act, R.S.O. 2000, as amended and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Registrar requires the Corporation, as a prerequisite to the registration and/or enforcement of Lien, to apply to a court of competent jurisdiction of any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same and Defaulting Owner shall for all purposes be deemed to have consented to any such application by the Corporation, and concomitantly, the Defaulting Owner shall be forever barred and estopped from bringing or instituting any action, suit, claim or other proceeding to defend, defeat, hinder or delay any such application by the Corporation or the maintenance and enforcement of the Lien by the Corporation.

ARTICLE X
MISCELLANEOUS

10.01 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 remainder of this Declaration, and in such event all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

10.02 Waiver:

The failure to take action to enforce any provision contained in the Act, this Declaration, the By-laws, or any Rules 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 as abrogate or waive any such provision.

10.03 Construction of Declaration:

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

10.04 Units, Subject to Declaration, By-laws, Common Elements, Rules and Rules and Regulations:

All present and future owners, tenants and residents of units, their families, guests, invitees or licensees, 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 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, any 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.

10.05 **Heading:**

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

DATED at the City of St. Catharines in the Regional Municipality of Niagara this 22nd day of September, 2010.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal, duly attested to by the hand of its proper signing officer duly authorized in that behalf.

GREY FOREST HOMES LTD.

Per:



Rudy Sawatzky, President

I have the authority to bind the corporation.

SCHEDULE 'A'
TO THE DECLARATION OF
GREY FOREST HOMES LTD.

LEGAL DESCRIPTION OF THE LANDS

IN THE TOWN OF NIAGARA-ON-THE-LAKE,
Regional Municipality of Niagara, being composed of
Block 27, Plan 30M-384,
And Part of Lot 92, Township of Niagara,
Designated as Part 1 on Reference Plan 30R-13511,
Subject to an easement in gross over Part 1 on Reference Plan 30R-13470 as in NR240816
Being all of PIN 46373-0485 (LT) and all of PIN 46373-0572 (LT)

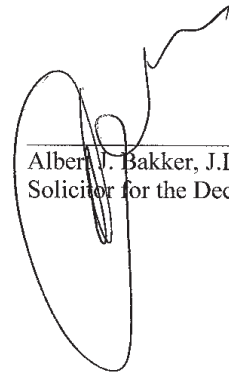
RESERVING:

EASEMENT IN GROSS: An easement in favour of the Town of Niagara-on-the-Lake, Regional Municipality of Niagara over Block 27, Plan 30M-384 and Part of Lot 92, Township of Niagara, designated as Part 1 on Reference Plan 30R-13511 (the Servient tenement) for the purpose of pedestrian and vehicular access, ingress, egress, thoroughfare, passage and repassage by emergency service personnel such as the police, paramedics, firemen and othe similar type individuals over, along and across the surface of the lands at all times and from time to time now or hereafter. The servient lands shall not be used for any purpose other than as set out herein without the prior written approval of the Declarant.

This easement is being created as a result of conditions of approval imposed by the Planning Authority and the statement of planning conditions are set out in Section 1.04 of the Declaration.

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 interest.

DATED this 4th day of November, 2010.



Albert J. Bakker, J.D. Q.C.
Solicitor for the Declarant

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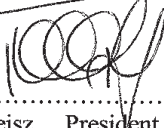
SCHEDULE 'B'
TO THE DECLARATION OF
GREY FOREST HOMES LTD.

CONSENT
(Under clause 7(2)(b) of the *Condominium Act, S.O. 1998, c. 19*)

1. The Effort Trust Company has a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, ^{chara # NR227305 registered Dec 14, 2009 and} assigned by St. Davids Heritage Developments Inc. registered as Number NR227306 in the Land Registry Office for the Land Titles Division of Niagara North. dm.
2. The Effort Trust Company consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. The Effort Trust Company postpones the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. The Effort Trust Company is entitled by law to grant this consent and postponement.

Dated this 22nd day of September, 2010.

The Effort Trust Company
Per: _____



.....
Thomas J. Weisz, President
I have the authority to bind the corporation.

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SCHEDULE 'C'
TO THE DECLARATION OF
GREY FOREST HOMES LTD.
BOUNDARY DEFINITION

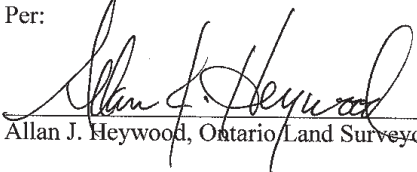
EACH UNIT shall comprise the area within the heavy lines shown on Part 1, Sheet 1 of the Description with respect to the Unit numbers indicated thereon.

I HEREBY CERTIFY that the boundaries of the Units are controlled by the monuments illustrated on Part 1, Sheet 1 of the Description.

DATED this 22nd day of September, 2010.

MATTHEWS, CAMERON, HEYWOOD, -
KERRY T. HOWE SURVEYING LTD.

Per:


Allan J. Heywood, Ontario Land Surveyor

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 the same are located within or beyond the boundaries established for such Unit.

18.

SCHEDULE 'D'
TO THE DECLARATION OF
GREY FOREST HOMES LTD.
COMMON ELEMENT PERCENTAGES

Contribution to Common Expense and Common Interest expressed in Percentage.

Unit No.	Level No.	Percentage Common Expense	Percentage Common Interest
1	1	1.690	1.690
2	1	1.695	1.695
3	1	1.695	1.695
4	1	1.695	1.695
5	1	1.695	1.695
6	1	1.695	1.695
7	1	1.695	1.695
8	1	1.695	1.695
9	1	1.695	1.695
10	1	1.695	1.695
11	1	1.695	1.695
12	1	1.695	1.695
13	1	1.695	1.695
14	1	1.695	1.695
15	1	1.695	1.695
16	1	1.695	1.695
17	1	1.695	1.695
18	1	1.695	1.695
19	1	1.695	1.695
20	1	1.695	1.695
21	1	1.695	1.695
22	1	1.695	1.695
23	1	1.695	1.695
24	1	1.695	1.695
25	1	1.695	1.695
26	1	1.695	1.695
27	1	1.695	1.695
28	1	1.695	1.695
29	1	1.695	1.695
30	1	1.695	1.695
31	1	1.695	1.695
32	1	1.695	1.695
33	1	1.695	1.695
34	1	1.695	1.695
35	1	1.695	1.695
36	1	1.695	1.695
37	1	1.695	1.695
38	1	1.695	1.695
39	1	1.695	1.695
40	1	1.695	1.695
41	1	1.695	1.695
42	1	1.695	1.695
43	1	1.695	1.695
44	1	1.695	1.695
45	1	1.695	1.695
46	1	1.695	1.695
47	1	1.695	1.695
48	1	1.695	1.695
49	1	1.695	1.695
50	1	1.695	1.695
51	1	1.695	1.695
52	1	1.695	1.695
53	1	1.695	1.695
54	1	1.695	1.695
55	1	1.695	1.695
56	1	1.695	1.695
57	1	1.695	1.695
58	1	1.695	1.695
59	1	1.695	1.695

TOTAL

100.000

100.000

Doc.
19.

SCHEDULE 'E'

EXPENSES:

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

- (a) all expenses of the Corporation incurred by it in the performance of its objects and duties, whether such objects and duties are imposed under the provision of the Act, the declaration, the by-laws or rules of the Corporation;
- (b) all sums of money payable by the Corporation for the procurement and maintenance of any insurance coverage required or permitted by the Act or the Declaration, as well as the cost of obtaining from time to time an appraisal from an independent qualified appraiser of the full replacement cost of the common elements and assets of the Corporation for the purposes of determining the amount of insurance to be effected;
- (c) all sums of money payable for utilities and services servicing the common elements by those units where the following are available to that unit, including, without limiting the generality of the foregoing, monies payable on account of:
 - (i) road maintenance
 - (ii) security
 - (iii) hydro
 - (iv) maintenance materials, tools and supplies,
 - (v) landscape maintenance of the grounds; and
 - (vi) snow removal from all roads, driveways and walkways
- (d) the payment of realty taxes (including local improvement charges) levied against the entire property, until such time as taxes are levied against each unit;
- (e) remuneration payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the property;
- (f) payment of any remuneration payable pursuant to any management contract which may be entered into between the Corporation and a manager;
- (g) the cost of furnishings and equipment for use in and about the common elements including the repair, maintenance or replacement thereof;
- (h) the cost of legal, accounting, engineering and auditing;
- (i) the cost of any appraisals made pursuant to Article VIII of this Declaration;
- (j) the fees and disbursements of the Insurance Trustee, if applicable;
- (k) the cost of maintaining fidelity bonds as provided in the by-laws;
- (l) the cost of obtaining director's liability insurance, if required;
- (m) the cost of borrowing money for the purpose of carrying out the objects and duties of the corporation;
- (n) the cost of enforcing any of the by-laws or rules of the Corporation from time to time and effecting compliance therewith by all owners and their respective tenants, residents, licenses and/or invitees.

TO THE DECLARATION OF
GREY FOREST HOMES LTD.

EXCLUSIVE USE OF PORTIONS OF COMMON ELEMENTS:

Subject to the provisions of the Declaration, the By-laws and Rules 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 appurtenant thereto.

The owner(s) of each of the Condominium Units 1 to 59 inclusive on Level 1 shall have the exclusive use of a Parking Space and Front Entry Area, being illustrated in heavy outline on Part 2, Sheet 1 of the description and designated by the letter A and as assigned below:

<u>Unit No.</u>	<u>Parking Space and Front Entry Area</u>
1	A1
2	A2
3	A3
4	A4
5	A5
6	A6
7	A7
8	A8
9	A9
10	A10
11	A11
12	A12
13	A13
14	A14
15	A15
16	A16
17	A17
18	A18
19	A19
20	A20
21	A21
22	A22
23	A23
24	A24
25	A25
26	A26
27	A27
28	A28
29	A29
30	A30
31	A31
32	A32
33	A33
34	A34
35	A35
36	A36
37	A37
38	A38
39	A39
40	A40
41	A41
42	A42
43	A43
44	A44
45	A45
46	A46
47	A47
48	A48
49	A49
50	A50
51	A51
52	A52
53	A53
54	A54
55	A55
56	A56
57	A57
58	A58
59	A59

SCHEDULE G
TO THE DECLARATION OF
GREY FOREST HOMES LTD.

Statement of Municipality

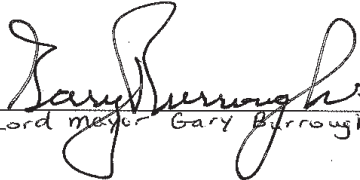
I,

hereby confirm that security has been posted by Grey Forest Homes Ltd. with the Town of Niagara-on-the-Lake in respect of the proposed vacant land condominium and that the said security is sufficient to ensure that:

- (a) The buildings and structures that the declaration and description show are included in the common elements will be completed and installed in accordance with the regulations made under the Act;
- (b) The facilities and services that the declaration and description show are included in the common elements will be installed in accordance with the regulations made under the Act;
- (c) The items described in clause 158(3)(b) of the Act will be included in an amendment to the description.

Dated this day of September, 2010

The Corporation of the Town of Niagara-on-the-Lake


 Lord Mayor Gary Burroughs


 Town Clerk Holly Dowd

We have the authority to bind the corporation.

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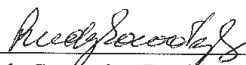
SCHEDULE G
TO THE DECLARATION OF
GREY FOREST HOMES LTD.

Statement of Declarant

I confirm that the completion certificates of the architect and/or engineer regarding the buildings, structures, facilities and services included in the common elements will be included in an amendment to the description.

Dated this 22nd day of September, 2010

Grey Forest Homes Ltd.
Per:



Rudy Sawatzky, President
I have the authority to bind the corporation.

SCHEDULE H
TO THE DECLARATION OF
GREY FOREST HOMES LTD.

1. Buildings and Structures included in the common elements:

NONE

2. Facilities and Services included in the common elements:

- (a) Road with curbs and storm sewers;
- (b) Water, hydro, cable, telephone and sewer facilities;
- (c) Light standards along the road