

LT 1352121

CERTIFICATE OF A DEED  
CERTIFICATE OF TITLE  
PEEL (43) BARRIAGE

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PEEL CONDOMINIUM PLAN NO. 526  
**DECLARATION**

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**DECLARATION MADE PURSUANT TO  
THE CONDOMINIUM ACT**

**THIS DECLARATION** (hereinafter called the "Declaration") made pursuant to the provisions of the Condominium Act, R.S.O. 1990, Chapter C-26, as amended, from time to time and the regulations enacted thereunder (all of which are hereinafter referred to as the "Act"), by:

**SUGARBUSH (BRITANNIA) HOMES INC.**

(hereinafter called the "Declarant")

**WHEREAS** the Declarant is the Owner in fee simple of the lands and premises 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 12 buildings containing 72 Residential Units;

**AND WHEREAS** the Declarant intends that the said lands and the buildings thereon and interest appurtenant to the lands shall be governed by the Act.

**NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:**

**ARTICLE I  
INTRODUCTION**

1.1 Definitions

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.

1.2 Statement of Intention

The Declarant intends that the lands and appurtenant interests described in Schedule "A" be governed by the Act.

1.3 Consent of Encumbrancers

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

1.4 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.

1.5 Common Interest

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 percent (100%).

1.6 Common Expenses

Each Owner shall contribute to the Common Expenses in the proportion set forth opposite each Unit number in Schedule "D" attached hereto. The total of the proportionate contributions to Common Expenses shall be one hundred

percent (100%).

1.7 Address for Service and Mailing Address of the Corporation

The Corporation's address for service and mailing address shall be 5332 Highway No. 7, Second Floor, Woodbridge, Ontario, L4L 1T3 or such other address as the Corporation may by resolution of the Board determine.

**ARTICLE II**  
**COMMON EXPENSES**

2.1 Specification of Common Expenses

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

2.2 Payment of Common Expenses

Each Owner, including the Declarant, shall pay to the Corporation its Proportionate Share of the Common Expenses, and the assessment and collection of the contributions toward the Common Expenses may be regulated by the Board pursuant to the by-laws of the Corporation. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any rules and regulations of the Corporation in force from time to time by any Owner, its tenants, invitees or licensees, or by anyone else for whom the Owner is at law responsible, shall be borne and paid for by such Owner, and may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

2.3 Estoppel Certificates

The Corporation shall on request 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 by it of any Unit(s), all at no charge or fee to the Declarant or its mortgagee or to the person requesting the same as agent or solicitor for the Declarant or its mortgagee.

**ARTICLE III**  
**UNITS**

3.1 Occupation and Use

The occupation and use of any service provided to the Units, shall be in accordance with the Act, this Declaration and the By-Laws and Rules as amended from time to time, in accordance with the normal and usual use of such Units and services for the purposes intended therefore, and in accordance with the following restrictions and stipulations:

- (a) Each of the Residential Units shall be occupied and used only as a private single family residence and for no other purpose. 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 Units have been sold by the Declarant.

- (b) 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 placed by or on behalf of the Corporation or which will in any way increase the risk of fire. 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 or on behalf of the Corporation, the Owner of such Unit shall reimburse the Corporation for such increase, and such increase in premium cost shall be added to the Owner's contribution towards the Common Expenses.
- (c) No animal, which is deemed by the Board in its absolute discretion, to be a nuisance or a danger, shall be kept by any Owner in any Unit. An Owner shall, within two (2) weeks of receipt of a written notice from the Board advising that an animal has been so deemed and requesting the removal of such animal, permanently remove the animal from the property. No animals shall be kept on, in, or around any Unit for a commercial purpose or for breeding. No attack dogs, snakes or serpents shall be allowed in any Unit or in the Common Elements.
- (d) No Owner shall make any structural change, renovation, alteration or addition to his Unit or any change affecting the Common Elements without the prior written consent of the Board, and subject to the restrictions set out herein. When requesting such consent, the Owner shall provide to the Board a copy of the plans relating to the proposed structural change, renovation, alteration or addition and such other information as may be required by the Board. The Board, or its authorized agent, shall review such plans and information for the purpose of confirming, in its sole and absolute discretion, that the proposed change, renovation, alteration or addition will not:
  - (i) adversely affect the structural integrity of the Unit, the Common Elements, or any other Unit;
  - (ii) detract from the use or enjoyment by an Owner or occupant of any other Unit or of the Common Elements;
  - (iii) negatively impact the aesthetic appearance of the condominium;
  - (iv) increase the insurance premiums relating to any policy of insurance maintained by the Corporation;
  - (v) obstruct access to any utility easements or public services or the utility meters;
  - (vi) encroach on the Common Elements or any other Unit;
  - (vii) obstruct the drainage pattern of the Property; or
  - (viii) offend any provisions of any municipal or zoning by-law or restriction;
- (e) No boundary, load-bearing or partition wall, floor, ceiling, roof assembly, door, window, steps, porch, walkway, driveway, retaining wall, or other component on the exterior part of the Units shall be removed or altered without the prior written consent of the Board. In this regard, the consideration listed in subparagraph 3.1(d) of this Article shall be considered by the Board.
- (f) No Owner shall install, alter or remove any fencing, retaining walls or gate without the prior written consent of the Board, which consent shall not be unreasonably or arbitrarily withheld. In order to maintain the uniform appearance of the Property and to ensure compliance with all municipal building and zoning restrictions, the Board shall have the right

to prescribe the height, type and colour of all fencing proposed to be constructed by an Owner on the Property comprising part of its Unit. No fence shall be installed on the side boundaries of Units which extend into any Rear Access Strip, buffer strip or access strip. No fence or gate shall be installed blocking the rear of any dwelling from access. Nothing shall be erected to obstruct the access to exterior utility meters and utility cut-off valves or switches.

- (g) No Owner shall, without the written consent of the Board, change the exterior appearance of its Unit, including without limitation painting a different colour, or changing colour or textures of roofing materials, exterior cladding, the soffits, fascia, eavestroughs, downpipes, exterior doors or windows. No Owner shall, without the consent of the Board, which consent may be arbitrarily withheld install window treatments including drapes, curtains, blinds or shutters other than white or off-white on the surface facing the exterior. All glass shall be kept clear and untinted with no coloured coatings or sun screens. No Owner may erect exterior awnings or shutters. For a period of five years from the registration of the Declaration or until the Declarant has sold all of the Units, whichever is earlier, the Board shall obtain the consent of the Declarant prior to approving any changes contemplated by this clause.
- (h) In the event the Board determines that any noise or odour is being transmitted to another Unit and that such noise or odour is an annoyance, a nuisance, or disruptive (regardless of whether that Unit is adjacent to or wherever situated in relation to the offending Unit), then the Owner of such Unit shall take such steps as shall be necessary to abate such noise or odour to the satisfaction of the Board. In the event the Owner of such Unit fails to abate the noise or odour, the Board shall take such steps as shall be necessary to abate the noise or odour and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise or odour, which expenses are to include reasonable solicitor's fees on a solicitor and his own client basis.
- (i) Without prior written consent of the Board, no sign shall be placed on or within a Unit in a location where the sign would be visible from outside of the Unit except one sign offering the Unit for sale which sign shall be of a type and size approved by the Board. This shall not apply to signage of the Declarant in connection with its promotion of sales of unsold Units.
- (j) Each Owner shall require all residents of, and visitors to, the Owner's Unit to comply with the Act, the Declaration, the By-Laws and the Rules and shall be responsible to the Corporation for any breaches committed by such persons.
- (k) No Owner will alter the grade of or install any landscaping or other improvement on or to his Unit which may, in the sole and absolute discretion of the Board, obstruct the drainage pattern of the condominium.
- (l) No television antennae, aerial, tower, satellite dish or similar structure will be erected on or fastened to any Unit without the prior written consent of the Board.
- (m) With respect to any Unit within which services or equipment serving the

Common Elements or other Units are located, the Owner of such Unit must:

- (a) refrain from obstructing access to the Unit by the Corporation or its agents, employees or authorized representatives for the purpose of installing, repairing, replacing or maintaining such services or equipment;
  - (b) at all times maintain the Unit at a temperature which prevents the freezing of or any other damage to such services or equipment; and
  - (c) refrain from damaging or in any way tampering with any such services or equipment.
- (n) Driveways and parking spaces comprising part of a Unit will be used only for the purpose of parking private passenger automobiles or vans and for no other purpose.
- (o) No Owner will place, leave or permit to be placed or left on any portion of the exterior of his Unit any debris, refuse or garbage. the Owners will be responsible for depositing all debris, refuse and garbage in the garbage enclosure designated by the Corporation.
- (p) If any Owner constructs or installs any fixture, improvement or other installation in, to or on his Unit, he will be responsible for the cost of removing and replacing same should it be necessary for the maintenance of or repair to any Unit or the Common Elements.

### 3.2 Requirements for Leasing

Notwithstanding subsection 3.1(a), an Owner may lease its Unit for a minimum of one (1) year, provided that the Owner delivers to the Corporation a written agreement in a form acceptable to the Board, signed by the proposed tenant, containing a covenant in favour of the Corporation signed by the tenant to the following effect:

"I acknowledge and agree that both myself, my family, our invitees, shall, in using and occupying the Unit rented by me, strictly comply with all of the terms and provisions of the Condominium Act, the Declaration, the By-Laws and all rules and regulations of the Condominium Corporation. In the event that I am notified in writing by the Condominium Corporation that the landlord/owner of the Unit which I am renting is in default of payment of common expenses with respect to such Unit, and said notice requires me, as tenant, to pay same to the Condominium Corporation, I hereby acknowledge and agree that I shall then forthwith pay to the Condominium Corporation the said outstanding amounts owing for common expenses, together with all outstanding interest accruing thereon pursuant to the provisions of the Declaration. In the event that I breach my obligations, I acknowledge that the Corporation may bring action to terminate my tenancy."

3.3 Joint Liability

Notwithstanding any lease, the Owner shall not be relieved from any obligation with respect to the Unit but shall be jointly and severally liable with the tenant.

3.4 Notification of Lease

No Owner shall, after the date of registration hereof, lease its Unit unless it first delivers to the Corporation a copy of the lease, the name of the Tenant, the covenant referred to in paragraph 3.2 and the Owner's address for service and notice.

3.5 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 which is in breach of the Declaration, the By-Laws or Rules of 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 or the 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 the 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 rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-Laws.
- (e) The Corporation and other persons authorized shall have the right to enter any Unit at any reasonable time for the purpose of installing, maintaining, repairing, reading and inspecting any metering devices for utilities supplied to the Unit.

**ARTICLE IV**  
**COMMON ELEMENTS**

4.1 Use of Common Elements

Subject to the provisions of the Act, the Declaration, the By-Laws and the Rules, each Owner shall have the full use, occupancy and enjoyment of the whole or any part of the Common Elements, except as herein otherwise provided. The use of the Common Elements shall at all times be in accordance with the Act, the Declaration, the By-Laws and the Rules; and in accordance with the normal and intended use of the Common Elements and all of the components thereof. The Declarant so long as it has unsold Units may maintain



promotional materials on the Common Elements provided that it does not obstruct or interfere with the ordinary use of the same by the other Owners.

4.2 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 as a maintenance or storage area, an area for operating machinery or providing common services, housing electrical transformers, meters and similar equipment, the management office nor shall such Owner have any access to any other parts of the Common elements used for the care, maintenance or operation of the Property. This section shall not apply to any first mortgagee holding first mortgages on at least ten (10%) percent of the Units, if exercising a right of access for purposes of inspection upon giving 48 hours notice to the Corporation, its president, secretary or its managing agent.

4.3 Additions, Alterations and Improvements

- (a) For the purposes of subsection 1 of Section 38 of the Act, 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.
- (b) No alteration, work, repairs, decoration, painting, maintenance, fixture, structure, fence, screen, plant or erection of any kind whatsoever shall be performed, done, placed, attached or planted within or onto the Common Elements except by the Corporation or with its prior written consent or as permitted by the By-Laws or Rules.
- (c) Those parts of the Common Elements designated as visitors parking by the Declarant shall be for use by visitors only. These parking spaces may not be leased or sold to any Owner or otherwise assigned. The parking spaces shall be maintained by the Corporation, and shall be used by visitors to the Property for the parking of their motor vehicles and shall not be used by Unit Owners or for any other purpose whatsoever. Each parking space shall be individually designated as parking by means of clearly visible signs. Notwithstanding this restriction, the Declarant so long as it has unsold Units, may use the visitors parking for its sales and construction staff and visitors to the on site sales office and models.

**ARTICLE V**  
**MAINTENANCE AND REPAIRS**

5.1 Repairs to Unit

Each Owner shall maintain its Unit and those services which service its Unit alone, and, subject to the provisions of the Declaration and Section 42 of the Act, each Owner shall repair its Unit or and those services which services its Unit alone, after damage, all at the Owner's own expense, save and except that, in the event that damage arises from a peril for which the Corporation is required to carry insurance, then the Corporation shall repair the Unit and the said parts of the Common Elements.

5.2 Repairs and Maintenance by Owner

- (a) Without limiting the generality of the foregoing, each Owner shall maintain and repair the following items within its Unit:

- (i) heating, air-conditioning (if applicable), ventilation and electrical systems, including regularly scheduled inspections of all such equipment;
  - (ii) plumbing systems, toilets, bathtubs, sinks, tiles, shower fans, ceiling and exhaust fans and fan motors, and other fixtures;
  - (iii) all pipes, wires, cables, conduits, ducts, meters or similar apparatus used for electricity, cable television, telephone, water, storm and sanitary sewers which are located within the boundaries of and service the Unit;
  - (iv) all walls including exterior cladding materials (brick, block, siding and other cladding materials), windows, screens, doors, steps, decks, balconies, fences and other structural components of the Unit;
  - (v) all interior and exterior light fixtures;
  - (vi) driveways and walkways;
  - (vii) the front, side and rear yards, including without limitation, snow and ice removal from walkways, stairways and landscaping maintenance. The front and rear yards, driveways, decks, and generally all exterior areas of a Unit shall be maintained in a clean and sightly condition;
  - (viii) the roof; and
  - (ix) all improvements or additions made to the Unit.
- (b) The responsibility for and the expense of repairing and maintaining fences or railings between Units, party walls, footings, pipes, eavestroughs, downpipes, wires, cables, sewers, or other improvements or elements shared by more than one Owner shall be borne equally by the Owners sharing the use of the same.
- (c) The Corporation may maintain any item or make any repairs that an Owner is obliged to make pursuant to this Declaration, the By-Laws or Rules of the Corporation and that 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 or maintenance done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such expenditures, including any legal or collection costs incurred by the Corporation to collect the costs of such expenditures, and all such sums of money shall bear interest at the rate of eighteen (18%) percent 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 Expenses and recoverable as such.
- (d) Each Owner, and its authorized agents or contractors, shall have the right to enter on the exterior portion of the Property comprising part of an adjoining Unit, on reasonable notice and at reasonable times, for the purpose of maintaining and repairing its Unit, provided it shall not unduly disturb the neighbouring Owners and that it shall be responsible for any damage caused by it.
- (e) Each Owner shall be responsible for snow clearance for the driveway portion of the Units and the walkways and steps. In no event shall the Owner dump or pile snow on the Common Elements or any other Unit. In addition to this obligation of snow clearance, the Owner shall remain

responsible for removing any hazard on its driveway caused by slippery conditions and shall be responsible for de-icing the driveway, walkways and steps.

- (f) Each Owner shall maintain that part of the following Common Elements adjacent to its Unit, consisting of an approximate 3.4 metre wide strip along Britannia Road West, (the "buffer strip"), an approximate 2.5 metre wide strip along the back of the Units located along the east perimeter of the Project and an approximate 1.2 metre wide strip along the back of the other Units and along the side of end units where applicable to permit access to the rear of each Unit (the "Rear Access Strip") and approximate .6 metre wide access strip to permit access to common landscaped areas (the "access strip"). The Owners of the end Units will be obligated to maintain up to the midpoint of the Rear Access Strip, buffer strip and access strip where applicable.

### 5.3 Repair and Maintenance by the Corporation

The Corporation shall maintain and repair the Common Elements at its own expense, however, subject to the Act, 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 the Declaration, By-Laws and Rules of the Corporation.

## ARTICLE VI OWNERS OBLIGATIONS

### 6.1 Damage to Units or Common Elements

Each Owner shall be liable to the Corporation and to every other Unit Owner, for damage to any part of any Unit or the Common Elements, or both, which occurs as a result of the Owner's failure to maintain and repair the Owner's Unit as required by the Act or this Declaration; as a result of any breach of the Act, the Declaration, the By-Laws or the Rules by the Owner or by any occupant of the Owner's Unit, or any invitee or licensee of such Owner or occupant; or as a result of any other act or omission of the Owner, such occupant, invitee or licensee; except, in each case, where such failure, breach, act or omission is a failure, breach, act or omission against which the Corporation is required by the Act or the Declaration to insure against for the benefit of the corporation and all Owners.

The Owner will be responsible for the deductible payable under the policy of insurance maintained by the Corporation in the event that:

- (a) damage occurs to the Owner's Unit;
- (b) such damage was not caused by the Corporation or any of its servants, agents or employees;
- (c) by reason of such damage, the proceeds of insurance for the purpose of effecting repairs to the Units are paid by an insurance company pursuant to a policy of insurance maintained by the Corporation; and
- (d) a deductible amount is payable or is withheld by such insurer, pursuant

to the terms of the insurance policy.

In the event that any insurance proceeds payable to the Corporation, or to any Owner, are reduced by the amount of a deductible, and the loss giving rise to such payments was occasioned by the failure, breach, act or omission of an Owner, as set out above, then such Owner shall be liable to the Corporation for the amount of such deductible.

6.2 Monies Owing

Monies owing pursuant to this Article shall bear interest at eighteen percent (18%) per annum calculated semi-annually, not in advance, or such other lower rate of interest as the Board may from time to time establish.

6.3 Collection

All costs, charges and expenses including solicitor's costs, on the basis of costs between a solicitor and the solicitor's own client, incurred by the Corporation in enforcing its rights against an Owner, arising from the Act, the Declaration, the By-Laws, the Rules or otherwise, including the cost of bringing an application under Section 49 of the Act, shall be payable by the Owner to the Corporation. All monies, interests and costs payable by an Owner to the Corporation may be collected as additional Common Expense payments and shall be recoverable as such.

**ARTICLE VII**  
**INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE**

7.1 Insurance Trust Agreement

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

- (a) the receipt by the Insurance Trustee of any proceeds of insurance in excess of \$25,000.00 payable to the Corporation or such other amount as the Board may from time to time decide upon;
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Declaration and the Act;
- (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 moneys received by it.

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

constitute a Common Expense.

If the Corporation is obligated to repair any Unit insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds from the Corporation and shall disburse the same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs.

If there is no obligation on the Corporation to repair any Unit in accordance with the provisions of the Act, 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.

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

- (a) there has not been substantial damage to twenty-five percent (25%) of the building; or,
- (b) there has been substantial damage to twenty-five percent (25%) of the building and within sixty (60) days thereafter the Owners who own eighty percent (80%) of the Units do not vote for termination,

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

#### ARTICLE VIII INSURANCE

##### 8.1 By the Corporation

The Corporation shall obtain and maintain the following insurance:

- (a) Insurance against major perils and such other perils as the Board may from time to time deem advisable insuring the property, but excluding improvements and betterments made or acquired by an Owner, in an amount equal to the replacement cost thereof;
- (b) Insurance against damage to personal property owned by the Corporation, if any, but not including furnishings, furniture, fixtures, equipment or other personal property supplied or installed by the Owners or loss of occupancy or rents incurred by Owner, in an amount equal to the replacement cost thereof;
- (c) 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 the limits to be determined by the Board, but not less than One Million Dollars (\$1,000,000.00) but not including coverages for an occurrence within a Unit and without right of subrogation as against the Corporation, its 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; and

- (d) 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, if any, to the extent required as the board may from time to time deem advisable.

Every policy or policies of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interest 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 manager, agents, employees and servants and 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 six (60) days prior written notice to the Corporation and to the Insurance Trustee;
- (iii) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of a statutory condition of any insured; and
- (iv) 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.

## 8.2 General Provisions

Prior to obtaining any policy of insurance covering the replacement cost of the Common Elements and the Units, or any renewal or renewals thereof, or at such other time as the Board may deem advisable, the Board may obtain from an independent qualified appraiser such appraisals or opinions as it deems necessary in order to determine the full replacement cost of such property for the purpose of determining the amount of insurance to be effected and any costs incurred in obtaining such opinions and appraisals shall be a Common Expense.

The Board 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. The Board may, however, authorize an Owner in writing to adjust any loss to the Owner's Unit.

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, certificate or memorandum to each mortgagee.

Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and mortgagee not later than ten (10) days before the expiry of any current insurance policy. The policy for any insurance coverage shall be kept by the Corporation in its offices and be available for inspection by an Owner or mortgagee on reasonable notice to the Corporation. A certificate or memorandum of all insurance policies and endorsements thereto and renewal certificates thereof shall be furnished only to each Owner and mortgagee who has notified the Corporation of becoming an owner or mortgagee.

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 any loss shall be payable in any manner other than as provided in the Declaration or the Act.

8.3 By the Owner

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance should be obtained and maintained by such Owner for such Owner's own benefit:

- (a) Insurance on any additions, improvements or betterments to the Owner's Unit and on furnishings, fixtures, equipment, decorating materials, and personal property and chattels of the Owner contained within the Owner's Unit, and on the Owner's personal property and chattels stored elsewhere on the property, including the Owner's automobile or automobiles, and for loss of use and occupancy of the Unit in the event of damage. Every such policy of insurance shall contain a waiver of subrogation against the Corporation, its Directors, property managers, agents, and employees and as against the Owners and occupants of other Units 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.

**ARTICLE IX**  
**MISCELLANEOUS**

9.1 Organizational Procedures

The Declarant may, while the Declarant is still the owner of one hundred percent (100%) of the Units, pass or confirm any resolution or by-law that would otherwise require a meeting of the Owners, without holding such meeting, provided that the resolution or by-law to be passed or confirmed is executed by the Declarant. With three (3) months after the registration of this Declaration, the members shall hold their first meeting for the purpose of electing directors. The board so elected may, without notice, hold its first meeting, provided a quorum of directors is present. Any by-law may be passed by the board. Any special by-law and by-law passed by the board from time to time may be confirmed by the owners without a meeting, provided the consent to and confirmation of the special by-law or by-law by owners who own one hundred percent (100%) of the units is endorsed thereon.

9.2 Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or effect in any manner the validity or enforceability of the remainder of this Declaration.

9.3 Interpretation

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

9.4 Waiver

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

9.5 Headings

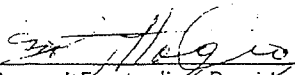
The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience only.


9.6 Effective Date

This Declaration shall take effect upon registration.

**IN WITNESS WHEREOF** the Declarant has hereunto affixed its corporate seal under the hand of its proper officer, duly authorized in that behalf, the 6<sup>th</sup> day of June, 1996.

**SUGARBUSH (BRITANNIA) HOMES INC.**

Per:   
Samuel Frustaglio - President

Per:   
Michael Frustaglio - Treasurer

We have the authority to bind the Corporation.



16

SCHEDULE "A"

FIRSTLY

In the City of Mississauga, in the Regional Municipality of Peel, being comprised of those Parts of Lots 4, 5, 6, 7 and 8 on Registered Plan 363, designated as Parts 2 to 11 inclusive on Plan 43R-21655 and Block 44, registered plan 43M-458.

SECONDLY

SUBJECT to an easement in favour of The Regional Municipality of Peel and The Corporation of the City of Mississauga over Part of Lot 4, Plan 363, designated as Parts 3 and 6 on Plan 43R-21655 as set out in instrument no. R01096223.

SUBJECT to an easement in favour of The Corporation of the City of Mississauga over Part Lot 4, Plan 363, designated as Parts 8 and 9 on Plan 43R-21655 as set out in Instrument No. R01096226.

SUBJECT to an easement and right to enter in favour of Mississauga Hydro-Electric Commission over Lots 4, 5, 6, 7 and 8, Plan 363 designated as Parts 2-11 inclusive according to Plan 43R-21655 and Block 44, Plan 43M-458 as set out in instrument no. LT1647648.

SUBJECT to an easement in favour of The Corporation of the City of Mississauga over Part Lot 4, Plan 363, designated as Part 2 and 3 according to Plan 43R-21655 as set out in LT1647677.

TOGETHER WITH an easement over Parts of Lot 5, Concession 5, West of Hurontario Street and Lot 9, Plan 363, as in 69792 (Toronto Township).

TOGETHER WITH a right to enter on Part of Lot 5, Concession 5, West of Hurontario Street and One foot Reserve, Plan 363, designated as Part 2, Plan 43R-6541, as in 55364 (Toronto Township), and 97591VS.

BEING the remainder of Parcel 4-1, Section 43-363 and Parcel Block 44-1, Section 43M-458.

In our opinion based on the parcel registers and the plans and documents recorded therein, the legal description is correct, the easements exist in law and the Declarant is the registered owner of the lands and appurtenant easements.

LAW OFFICE OF HARVEY FREEDMAN  
duly authorized agent for the Declarant, Sugarbush (Britannia) Homes Inc.

Per: 

June 28, 1996

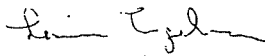
SCHEDULE "B" - Page 1

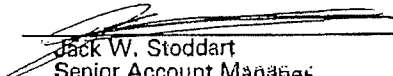
CONSENT UNDER CLAUSE (b) OF SUBSECTION 1 OF SECTION 3 OF THE ACT

Bank of Montreal, having a registered mortgage within the meaning of clause b of subsection 1 of section 3 of the Condominium Act, registered as number R01094511 in the Land Registry Office for the <sup>Registry</sup>~~Land~~ Division of Peel hereby consents to the registration of this Declaration pursuant to the Condominium Act, against the land or interests appurtenant to the land described in the Description.

DATED at Toronto this 25 day of June, 1996.

BANK OF MONTREAL

Per:   
Louis Engelmann  
Account Manager

Per:   
Jack W. Stoddart  
Senior Account Manager

We have authority to bind the Bank.

SCHEDULE "B" - Page 2

CONSENT UNDER CLAUSE (b) OF SUBSECTION 1 OF SECTION 3 OF THE ACT

E.C.L. Research & Development Corporation Limited and Margaret LaBerge, having a registered mortgage within the meaning of clause b of subsection 1 of section 3 of the Condominium Act, registered as number R01082447 in the Land Registry Office for the <sup>Registry</sup> ~~Land Titles~~ Division of Peel hereby consents to the registration of this Declaration pursuant to the Condominium Act, against the land or interests appurtenant to the land described in the Description.

DATED at Toronto this 7<sup>th</sup> day of June, 1996.

E.C.L. RESEARCH & DEVELOPMENT CORPORATION LIMITED

Per:   
Earl LaBerge - President

I have authority to bind the Corporation.

~~WITNESS~~

  
MARGARET LABERGE

SCHEDULE "B" - Page 3

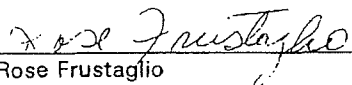
CONSENT UNDER CLAUSE (b) OF SUBSECTION 1 OF SECTION 3 OF THE ACT

ROSE FRUSTAGLIO, SAMUEL FRUSTAGLIO, SAMUEL F. INVESTMENTS LIMITED, and SAMUEL FRUSTAGLIO, TRUSTEE OF THE SAMUEL FRUSTAGLIO FAMILY TRUST FUND, all associated in a Joint Venture under the firm name and style of "ROSAM DEVELOPMENTS"), having a registered mortgage within the meaning of clause b of subsection 1 of section 3 of the Condominium Act, registered as number R01092022 in the Land Registry Office for the <sup>Registry</sup> ~~Land Titles~~ Division of Peel hereby consents to the registration of this Declaration pursuant to the Condominium Act, against the land or interests appurtenant to the land described in the Description.

DATED at Toronto this 6th day of June, ~~1995~~ 1996

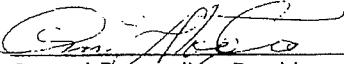
ROSAM DEVELOPMENTS BY:

ALL ASSOCIATED IN A JOINT VENTURE UNDER FIRM NAME AND STYLE OF "ROSAM DEVELOPMENTS"

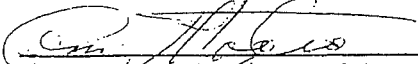
  
Rose Frustaglio

  
Samuel Frustaglio

SAMUEL F. INVESTMENTS LIMITED

Per:   
Samuel Frustaglio - President

I have authority to bind the Corporation.

  
Samuel Frustaglio, Trustee of the Samuel Frustaglio Family Trust Fund

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SCHEDULE "B" - Page 4

CONSENT UNDER CLAUSE (b) OF SUBSECTION 1 OF SECTION 3 OF THE ACT

Bank of Montreal, having a registered mortgage within the meaning of clause b of subsection 1 of section 3 of the Condominium Act, registered as number LT 1575942 in the Land Registry Office for the Land Titles Division of Peel hereby consents to the registration of this Declaration pursuant to the Condominium Act, against the land or interests appurtenant to the land described in the Description.

DATED at Toronto this 25 day of June, 1996.

BANK OF MONTREAL

Per:   
Louise Engelmann  
Account Manager

Per:   
Jack W. Stoddart  
Senior Account Manager

We have authority to bind the Bank.



## SCHEDULE "D"

PROPORTION OF COMMON INTEREST AND COMMON EXPENSE  
EXPRESSED IN PERCENTAGE

<u>UNIT</u>	<u>LEVEL</u>	<u>PERCENTAGE</u>
1	1	1.38888
2	1	1.38888
3	1	1.38888
4	1	1.38888
5	1	1.38888
6	1	1.38888
7	1	1.38888
8	1	1.38888
9	1	1.38888
10	1	1.38888
11	1	1.38888
12	1	1.38888
13	1	1.38888
14	1	1.38888
15	1	1.38888
16	1	1.38888
17	1	1.38888
18	1	1.38888
19	1	1.38888
20	1	1.38952
21	1	1.38888
22	1	1.38888
23	1	1.38888
24	1	1.38888
25	1	1.38888
26	1	1.38888
27	1	1.38888
28	1	1.38888
29	1	1.38888
30	1	1.38888
31	1	1.38888
32	1	1.38888
33	1	1.38888
34	1	1.38888
35	1	1.38888
36	1	1.38888
37	1	1.38888
38	1	1.38888
39	1	1.38888
40	1	1.38888
41	1	1.38888
42	1	1.38888
43	1	1.38888
44	1	1.38888
45	1	1.38888
46	1	1.38888
47	1	1.38888
48	1	1.38888
49	1	1.38888
50	1	1.38888

SCHEDULE "D" - cont'd

PROPORTION OF COMMON INTEREST AND COMMON EXPENSE  
EXPRESSED IN PERCENTAGE

51	1	1.38888
52	1	1.38888
53	1	1.38888
54	1	1.38888
55	1	1.38888
56	1	1.38888
57	1	1.38888
58	1	1.38888
59	1	1.38888
60	1	1.38888
61	1	1.38888
62	1	1.38888
63	1	1.38888
64	1	1.38888
65	1	1.38888
66	1	1.38888
67	1	1.38888
68	1	1.38888
69	1	1.38888
70	1	1.38888
71	1	1.38888
72	1	1.38888



2:

**SCHEDULE "E"**

COMMON EXPENSES

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

1. All expenses of the Corporation incurred by it or by 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.
2. All sums of money levied against, charged to or paid by the Corporation on account of any and all public and private supplier of insurance coverage, taxes, utilities, and services including, without limiting the generality of the foregoing, levies or charges for:
  - (a) maintenance materials, tools and supplies;
  - (b) snow removal from the common elements and landscaping of common elements and repair and maintenance of the common elements;
  - (c) insurance premiums;
  - (d) water and sewage, electricity and gas unless separately metered for each unit;
  - (e) repair and maintenance of common roads, visitors parking spaces and sidewalks.
3. The payment of realty taxes (including local improvement charges) levied against the property held by the Corporation and which are the responsibility of the Corporation.
4. Remuneration payable by the Corporation to any employees or independent contractors deemed necessary for the property operation and maintenance of the property.
5. The cost of furnishings, machinery and equipment for use in and about the common elements, including any repairs, maintenance or replacement of the common elements and assets of the Corporation.
6. The cost of engineering, appraisal, legal, accounting, auditing and secretarial or other professional or administrative services required by the Corporation in the performance of its objects, duties and powers.
7. The fees and disbursements of the Insurance Trustee and Manager.
8. The cost of maintaining fidelity bonds as provided for by the By-Laws.
9. The cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation.
10. Contributions to the reserve fund.

**SCHEDULE "F"**

**EXCLUSIVE USE COMMON ELEMENTS**

There are no portions of the Common Elements designated as exclusive use common elements.

Schedule "A"

PEEL CONDOMINIUM CORPORATION NO.526  
CONDOMINIUM MANAGEMENT AGREEMENT

THIS AGREEMENT made as of the 2nd day of August,1996

**B E T W E E N:**

**PEEL CONDOMINIUM CORPORATION NO.526**

(hereinafter called the "Corporation")

OF THE FIRST PART

- and -

**SAJ PROPERTY MANAGEMENT LTD.**

(hereinafter called the "Manager")

OF THE SECOND PART

**WHEREAS** the Corporation has been created pursuant to the Condominium Act, by registration of a Declaration and a Description in the Land Registry Office of the Land Titles Division of Peel (No. 43) the common elements and units of which are located at 2350 Britannia Road West, City of Mississauga, Regional Municipality of Peel (hereinafter called "the Property");

**AND WHEREAS** the Corporation desires the Manager to manage the affairs, the Property and the assets of the Corporation, and the Manager desires to do so, in accordance with the terms and conditions of this Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and the mutual covenants and agreements herein contained and other valuable consideration, the Corporation appoints the Manager and the Manager hereby accepts appointment as the exclusive Manager of the affairs, the Property and the assets of the Corporation on the terms and conditions hereinafter set forth:

I. **NOMENCLATURE**

Unless a contrary intent is expressed in this Agreement, the terms used herein shall have ascribed to them the definitions contained in the Condominium Act and the regulations made thereunder ("the Act"). Any reference to the Declaration, the By-Laws, the Rules or the Reciprocal Agreement (if any) is a reference to the applicable document of the Corporation and any reference to any such document or to the Act shall be deemed to include, at any given time, reference to all amendments thereto and substitutions therefor up to that time. Headings are for convenience only and shall not affect the interpretation of this Agreement.

II. **TERM**

The term of this Agreement shall extend from August 2,1996 until August 1,1997, and thereafter shall continue in full force and effect from year to year unless terminated in accordance with Article XVI hereof.

III. **ROLE OF MANAGEMENT**

The Manager fully accepts that its function is to assist the Board of Directors in the operation and administration of the Corporation and of the Property and assets of the Corporation accepts the relationship of trust and confidence established between itself, the Board of Directors and the Owners by virtue of entering into this Agreement. The Agreement Documents consist of this Agreement, the Declaration, the By-Laws, the Rules, and the Reciprocal Agreement (if any) and the resolutions of the Board of Directors that affect, directly or indirectly, any obligation, authorization or right imposed or conferred on the Manager by this Agreement. Changes to any Agreement Documents (including any new resolution of the Board of Directors which constitutes an Agreement Document) made or passed subsequent to the date hereof require the concurrence of the Manager insofar as such changes alter its obligations, authorizations or rights under this Agreement.

With respect to commitments binding upon the Corporation, the Manager is an independent contractor, except as that relationship may be changed to that of an agent pursuant to a valid resolution of the Board of Directors or under the express terms and conditions of this Agreement, but otherwise not until the Manager has received evidence in writing of such change in its legal relationship. All contracts of the Corporation shall be executed by an authorized signing officer (or officers) of the Corporation unless there is an emergency or unless the Manager is specifically directed by a resolution of the Board of Directors to execute contracts on behalf of the Corporation. Without permission of the Board of Directors, the Manager shall not enter into any contract longer than the term of this management agreement.

The Manager agrees to furnish efficient business administration and supervision and to perform its responsibilities, both administrative, financial and advisory, in the best manner, consistent with effective management techniques and in the most expeditious and economical manner consistent with the best interests of the Corporation. The Manager shall conduct its duties consistent with the requirements of the Act, the Agreement Documents and with Federal, Provincial and Municipal laws and regulations as they pertain to the operation of the Corporation and of the Property.

IV. **SPECIFIC DUTIES OF THE MANAGER**

The Manager shall perform the following specific duties, subject to the direction of the Board of Directors:

(a) **Corporation Funds**

collect and receive on behalf of the Corporation all monies payable by the Owners or others to the Corporation and deposit the same forthwith in a separate trust account, designated as the "General Operating Account", maintained by the Manager in the name of the Corporation with a Canadian Chartered Bank or Trust company subject to the overall control of the Board of Directors with signing authority to be as directed by the Board of Directors. All such monies shall thereafter be held in trust and administered by the Manager and used to:

- (i) pay for insurance coverage and any appraisals in connection

therewith required of the Corporation in accordance with the provisions of the Act, the Declaration and By-Laws, including Director's Liability Insurance and Fidelity Bond covering the Corporations' employees;

- (ii) pay the expenses of operating, maintaining and repairing the Property as provided in this Agreement;
- (iii) deposit to the credit of the Corporation in a separate trust account for major repair and replacement of the common elements and assets of the Corporation, on a monthly basis or as otherwise directed by the Board of Directors, the proportionate amount of the total budgeted expenditure allocated by the Corporation in its budget statement to the Reserve Fund as well as any cash arising from the investment of Reserve Fund monies (whether as interest, payment at maturity or redemption, proceeds of sale or otherwise); and ensure that the monies so deposited are used only for Reserve Fund investment and to pay expenses expressly allocated by the Board of Directors to the Reserve Fund account;
- (iv) pay such other costs or expenses properly chargeable to a bank account of the Corporation as are contemplated in the other provisions of this Article IV;

and prepare cheques for the payment of all expenses properly incurred by or on behalf of the Corporation;

**(b) Maintenance and Repair of Property**

arrange, subject to Article XII hereof, for the effective and economical operation, maintenance and repair of the Property (including its equipment) and the assets of the Corporation in accordance with the Declaration and By-Laws, including, without limiting the generality of the foregoing:

- (i) arrange for the supply, as required, of natural gas, electricity, water and other public utilities services;
- (ii) comply with the requirements and regulations of Federal, Provincial and Municipal Authorities having jurisdiction (including, without limitation, Police and Fire Departments and the local Board of Health) which affect the Property and of which the Manager has been notified, including where applicable, litter removal, waste disposal, snow and ice removal, landscaping and grounds maintenance, fire hydrant servicing, exterior and interior painting, alterations and any supervision and maintenance necessary in connection with the Property;
- (iii) maintain and repair, or cause to be maintained and repaired, those parts of the Property and the assets of the Corporation which require maintenance and repair in accordance with the Act, Declaration and By-Laws;
- (iv) carry out the foregoing duties by means of employees of the

Manager or the Corporation and/or independent contractors, in each instance, as may be more effective or economical for the Corporation; and

- (v) maintain, on behalf of and at the expense of the Corporation, such staff as may be required at all times to carry on, promptly and efficiently the foregoing duties and any requirements and instructions of the Board of Directors;

**(c) By-Law Enforcement**

take appropriate action within its powers (short of legal proceedings) to enforce the Act, the Declaration, the By-Laws and the Rules in accordance with standing instructions obtained by the Manager from the Board of Directors or, if these instructions are inadequate in any particular situation, in accordance with directions sought by the Manager from the President or, in the latter's absence, the next officer in seniority; and, when directed to do so by the Board, initiate at the expense of the Corporation, legal enforcement proceedings through the Corporation's solicitor;

**(d) By-Law Advisement**

advise and consult with the Board of Directors with respect to any further By-Laws or Rules which in the opinion of the Manager ought to be established to further the harmonious and satisfactory operation of the Property and the Corporation for the common benefit of the Owners;

**(e) Communication to the Owners**

communicate to the Owners and/or residents, in accordance with the directions of the Board of Directors or an appropriate officer of the Corporation, any announcement and the text and import of any new By-Law or Rule, or any amendment to the Declaration or any By-Law or Rule;

**(f) Insurance and Claims**

- (i) obtain for submission to the Board of Directors a minimum of three quotations by the Corporation's selected broker for all insurance policies of the Corporation due to expire; make arrangements to ensure that the policies of insurance are properly placed without lapse in coverage; and arrange for any appraisal in connection therewith which may be required by the Agreement Documents or the Board of Directors;
- (ii) unless the Board of Directors has assumed the responsibility of deciding the details of the Corporation's insurance coverage, ensure that such coverage conforms with the requirements of the Agreement Documents and with generally accepted practice of prudently managed condominium corporations operating a similar building in Metropolitan Toronto;
- (iii) take prompt action to deal with any occurrence of personal injury

(including death) or property damage of which the Manager of its on-site employees are made aware and which may result in:

- (1) any claim by the Corporation under any of its insurance policies;
- (2) any claim by the Corporation against an owner for damage resulting from the owner's default in the performance of an obligation to maintain and repair; or
- (3) any other claim by or against the Corporation;

(such action shall include, without limitation, taking steps appropriate in the circumstances to end the cause of the injury or damage and locating and preserving the evidence of the cause of the occurrence);

- (iv) monitor and report to the Board of Directors (or if prompt action is required, to an appropriate officer of the Corporation) developments in the processing of insurance or other claims by or against the Corporation, and see that the rights of the Corporation in respect of such claims are protected, including the filing of a notice of claim but excluding the adjusting of any loss;

**(g) Inadequate Performance by Contractors**

use reasonable diligence (by direct inspection or giving direction to the Superintendent and or Maintenance Supervisor, if any) to ensure that contracts and agreements between the Corporation and any supplier of materials, goods and/or services are performed in accordance with their terms; inform the Board of Directors and hold back full payment to the contractor in the event performance is considered by the Manager to be inadequate or contrary to the agreed terms; and take advantage of all trade discounts by prompt payment of trade invoices where services are properly performed and/or materials provided in accordance with the contract;

**(h) Construction Liens**

retain or cause to be retained holdbacks required by the Construction Lien Act, and use its best efforts to ensure that no claim or lien shall be filed against the title to the Property in respect of any work which may be carried out on behalf of the Corporation and, if a claim or lien shall be filed in respect of such work, inform the Board of Directors and forthwith take all necessary steps to have the same removed and discharged;

**(i) Employees of the Corporation**

- (i) on the basis of budget allocation and job description approved by the Board of Directors and observance of applicable legal requirements, advertise for, recruit, interview, investigate, evaluate and recommend to the Board of Directors qualified and competent applicants for on-site employment required for the efficient operation and maintenance of the Property and the physical assets of the Corporation, including, without limitation, administration, supervision, security, repair and cleaning

(excluding functions which the Board of Directors has allocated to independent contractors);

- (ii) in the name of the Corporation, hire as employees of the Corporation such of these applicants as are approved, with full authority to dismiss them, subject to prior communication with the Board of Directors; instruct and train such employees (including where appropriate, technical instruction in the operation and maintenance of equipment on the Property); and monitor and supervise the performance of such employees and ensure the proper carrying out of their duties;
- (iii) arrange for payment by the Corporation, as part of its operating expenses, of the wages and salaries of the employees of the Corporation and all other amounts payable in respect of such employment, including, without limitation, unemployment insurance, Workers' Compensation and Canada Pension Plan contributions and other employment benefits as herein provided (and the Corporation hereby acknowledges its liability in respect of such payments);
- (iv) provide to the employees of the Corporation the same employment benefits as are provided by the Manager for its own employees and bill the Corporation for the cost of such benefits (which cost may, in the Manager's discretion, be a fixed percentage of the wages of such employees if notice of such percentage is communicated to the Board of Directors) and any applicable taxes;
- (v) indemnify the Corporation from any claim for additional compensation, damages and/or other payments that may be made against the Corporation by any employee of the Manager employed at the Property (i.e. the Property Manager and Site Administrator) upon the termination of employment of such person or otherwise (the Manager hereby acknowledges that it, and not the Corporation, shall bear any liability arising from such claim and that this provision shall survive the termination of this Agreement);
- (vi) maintain proper payroll records with respect to all employees of the Corporation; make payroll reports and returns required by law; and remit promptly to the proper authorities all deductions and payments for income tax, unemployment insurance, hospitalization, medical and other group coverage, Canada Pension Plan, Workers' Compensation, Employers' Health Tax, and any other deductions or payments which, from time to time, may be applicable to any such persons and/or their employer;

(j) **Materials, Equipment and Supplies**

subject to Article XII hereof, purchase on behalf of the Corporation such equipment, tools, appliances, materials and supplies as are necessary for the proper operation and maintenance of the Property; maintain a current list of all inventory, equipment and chattels of the Corporation as part of its records; and, in any such purchase or in any contract for services effected on behalf of the Corporation, ensure that the Corporation is



given the benefit of any volume or other price or service advantage which the Manager has obtained from the supplier;

**(k) Occurrence Report and Preventative Maintenance**

(i) submit to the Board of Directors an occurrence report in respect of any significant accident, emergency, break-down or other situation or occurrence which in the opinion of the Manager ought to be brought to the attention of the Board of Directors; and follow up the occurrence so reported by informing the Board of Directors of the disposition of such occurrence or as the Board of Directors may require;

(ii) prepare, amend from time to time as required by circumstances, and, in each case, submit to the Board of Directors for approval a detailed schedule of the work to be performed by each person which the Corporation employs to work at the Property; assign to each such person on a regular basis the work contemplated by the work schedule and provide any needed directions; and provide such supervision of such work as may be necessary; cause the Property Manager to conduct each week a complete walk through inspection of the common elements for the purpose of identifying items which presently require or in the near future will require maintenance or repair; make arrangements for any corrective action; if required to do so by the Board of Directors, prepare and submit to the Board of Directors the monthly written inspection report on items noted in the Property Manager's inspections; prepare a checklist setting out the status of maintenance or repair work in progress; and maintain a record of contraventions of the Act, the Declaration, the By-Laws and the Rules by Owners, residents and others which have come to the attention of the Property Manager and the steps taken to correct the situation;

(iii) except with respect to equipment the preventative maintenance of which is carried out by a third party pursuant to a contract with the Corporation, prepare a preventative maintenance program for each major piece of equipment on the Property; submit such program to the Board of Directors for approval; make such program available for inspection by the Board of Directors or its representative at all reasonable times, maintain with respect to each such piece of equipment a log book recording maintenance, repairs and related costs; and maintain all available working drawings, as built blueprints, maintenance and operating manuals for mechanical and electrical systems on the Property that have been delivered to the Manager;

**(l) Information and Emergency Situation**

(i) receive communications from Owners, residents, mortgagees, Government agencies and other interested parties to the Corporation (which communications, when action is required by the Manager or the Board of Directors, shall be requested to be in writing except in case of emergency); to the extent that the subject matter of any such communication is within the scope of

the responsibilities and duties of the Manager under this Agreement, deal with and dispose, or co-ordinate the disposition, of such matter, provided, however, that any matter involving a policy decision or an interpretation of the Act, Declaration, the By-Laws or the Rules shall be referred to the Board of Directors; and, refer to the Board of Directors any communications other than those which the Manager is required to receive and deal with;

- (ii) keep the Board of Directors advised of the telephone number or numbers at which an agent or employee of the Manager may be reached, at any time during normal business hours in respect of any infraction of the Act, Declaration, the By-Laws and the Rules, or at any time during the day or night, in respect of any emergency involving any part of the Property or any assets of the Corporation; make all arrangements to deal promptly with such infractions and immediately with any such emergency arising in connection with the maintenance and operation of the Property and assets of the Corporation; deal in the first instance with minor emergencies and infractions and forthwith report to the Board of Directors any major emergency or persistent, flagrant or serious violation of the Act, Declaration, the By-Laws and the Rules; (it being understood that, if the Corporation informs the Manager of an occurrence which the Corporation considers to be an emergency of a major nature, the Manager shall take immediate steps to deal with such occurrence to the extent practicable, whether or not the Manager considers it to be correctly characterized as being of a major nature);

(iii) **Fire and Safety Procedures**

record and put into practice a formal fire and safety plan which shall at the minimum include:

- 1) total compliance with the Ontario Fire Code
- 2) identification of all residents requiring assistance in the event of an emergency
- 3) the formation and introduction of response team(s) comprising the superintendent, concierge and other staff
- 4) identification and elimination on a planned basis of hazards to safety;

(m) **Notice of Meetings**

at the request of the Board of Directors, schedule and arrange facilities for all annual or special meetings of the Owners and deliver to the Owners and Mortgagees entitled thereto within the time(s) prescribed under the Act and the By-Laws such notices and other information as are required in connection with the holding of such meetings; at the expense of the Corporation, prepare all notices, other information and other announcements to Owners or residents and distribute or post them in adequate time prior to the applicable event (for instance, the

announcement of work to be performed in the common elements, such as periodic cleaning of the parking garage, is to be given, where possible, at least fourteen (14) days prior to the event); and cause an authorized representative of the Manager to attend all meetings of the Board of Directors unless otherwise directed by the Board of Directors (the Corporation hereby agrees that it will give to the Manager notice in writing of the place, date and time of each meeting of the Board of Directors);

(n) **Books and Records of the Corporation**

keep the Corporation's books of account and retain full and proper records regarding all financial transactions involved in the management of the Property; furnish to the Board of Directors within thirty (30) days following the end of each month financial statements summarizing the transactions made during such month as more particularly described in paragraph (p) below; (the Manager hereby acknowledges that such books and records are the property of the Corporation);

(o) **Annual Budget**

prepare and present to the Board of Directors for its approval at least two (2) months before the commencement of each fiscal year during the term of this Agreement an estimated budget in writing for the following year in keeping with the budget guidelines previously adopted by the Board of Directors and to consult with the Board of Directors whenever it appears desirable or necessary to revise the Owners' contributions to the common expenses;

(p) **Financial Reporting**

- (i) provide the Board of Directors with monthly and year-to-date itemized unaudited financial statements showing:
  - (1) Corporation income on an accrual basis;
  - (2) dollar amount of common expense assessment collected;
  - (3) dollar amount of expenses by category on an accrual basis, as compared with budgeted expenses;
  - (4) the names of the Owners who are delinquent in payment of their required contribution to common expenses and the amount of each delinquency;
  - (5) the names and amounts of all other delinquent accounts;
  - (6) particulars of accounts, term deposits, certificates and any other information respecting investment income and other assets and liabilities of the Corporation in accordance with generally accepted accounting principles as at the date of the financial statement;
  - (7) particulars of significant variations from budget;

- (8) income and expense statement;
  - (9) balance sheet;
  - (ii) prepare all accounting and financial reporting which is required under the terms of this Agreement to be provided by the Manager to the Corporation in accordance with the reasonable requests of the Board of Directors and/or of the Corporation's auditors (if applicable) as to format and furnish the same within the reasonable time frame prescribed by the Board of Directors or (if applicable) the Corporation's auditors;
  - (iii) provide the Treasurer of the Corporation on a monthly basis with a copy of the following:
    - (1) General bank statement summary;
    - (2) Reserve Fund bank statement summary;
    - (3) Bank Reconciliation for the General Account;
    - (4) Bank Reconciliation for the Reserve Account;
    - (5) Detailed general ledger analysis;
- (q) **The Register**
- maintain, at the Corporation's expense, a register in accordance with the Act; use its best efforts to keep an up-to-date record of the names and addresses of all unit Owners, those mortgagees who have notified the Corporation of their interest and of any tenants or other occupants of which the Manager has knowledge (the Corporation hereby acknowledges that it is responsible for forwarding forthwith to the Property Manager any written notice or other communication received by any Director or Officer of the Corporation from mortgagees or other person claiming an interest in any unit); and provide on an annual basis an updated list of Owners and residents recording the information shown in the register and, on a monthly basis as part of the Property Manager's monthly report to the Board of Directors, a list of the changes among Owners and residents that have occurred in the preceding month;
- (r) **Estoppel Certificate**
- (i) upon receipt of a written request from any person acquiring or proposing to acquire an interest in a unit from an Owner, and receipt of the fee prescribed by regulation under the Act, prepare for execution by the Board of Directors or, where a resolution of the board authorizes the Manager to do so, by the Manager, and under the seal of the Corporation, a certificate with respect to such unit in the form and with the contents prescribed by such regulations (an "Estoppel Certificate") and to issue such Estoppel Certificate within the time limit prescribed by the Act;

- (ii) before preparing an Estoppel Certificate, if time permits, inspect the common elements adjoining the unit, and, if the Manager has reason to believe that the unit is unoccupied or may have been altered by the Owner or occupant without the approval of the Board of Directors, the Manager shall enter into and inspect the unit to determine whether or not the Corporation has any claim against the Owner as contemplated by section 41(6)(7) of the Act and whether any violation of the Declaration, By-Laws or Rules exists;
  - (iii) be responsible for the accuracy and completeness of all information included in an Estoppel Certificate and related documentation, provided, however, that the Manager shall not be held liable for any error or omission in any Estoppel Certificate if the same results from the failure of the Board of Directors to communicate to the Manager pertinent information that it has, either with respect to the specific unit or with respect to the Corporation in general, which should be taken into account in the preparation of an Estoppel Certificate. Save as aforesaid, and notwithstanding the provisions of Article X, the Manager shall indemnify and save the Corporation harmless from any damages, demands, claims, costs, losses, actions, suits or obligations whatsoever arising out of any error or omission in the information contained in any Estoppel Certificate of which the Manager had or ought to have had knowledge; this provision shall survive the termination of this Agreement;
  - (iv) be entitled to the fee prescribed by Regulation pursuant to the Act for the preparation and issuance of Estoppel Certificates and related documentation;
- (s) **Manager's Report and Access to Records**
- (i) present to the Board of Directors at each regularly scheduled Board of Directors meeting a written Manager's Report, to serve as a formal form of communication from the Manager to the Board of Directors, which Manager's Report shall reflect, without limitation the directives of the Board of Directors to the Manager and show the actions of the Manager with respect to these directives of the Board of Directors;
  - (ii) make available, all books and records pertaining to the operation of the Property and business of the Corporation, at reasonable times, and upon reasonable notice, whenever requested, to the Corporation, its auditors, any officer of the Corporation, any representative of the Board of Directors duly authorized in writing, and any Owner or his agent duly authorized in writing;
- (t) **Reserve Fund Planning**
- based on an independent reserve fund study commissioned by the Board of Directors and the updates of such study, prepare annually and for approval by the Board of Directors a reserve fund budget statement

setting out the amounts that, calculated on the basis of expected repair and replacement costs and life expectancy of items comprising the common elements and assets of the Corporation, will be sufficient to comply with the requirements of the Act;

(u) **Investment of Surplus & Reserve Funds**

develop and monitor an investment program as approved by the Board of Directors to obtain an acceptable return on all revenues of the Corporation, including interest accumulating on surplus cash and upon long-term reserve accounts and, in this endeavour, invest all surplus cash and reserves in interest-bearing accounts with a Canadian Chartered Bank, Trust Company, or as directed by the Board of Directors and permitted by law;

(v) **Fidelity Bond -**

arrange, obtain and maintain a Fidelity Bond covering the Manager's own employees for, in the name, and at the expense of the Manager which Fidelity Bond shall not be terminated by either the insurer or the Manager unless sufficient prior notice of cancellation has been delivered by Registered Mail to the Corporation, all members of the Board of Directors and, if applicable, to the Corporation's auditors;

(w) **Spending Restrictions**

where the cost of performing work or services (other than utilities) and/or goods or materials to be furnished to the Corporation exceeds the sum of two thousand dollars (\$2,000), obtain and submit at least two (2) written tenders, unless the Board of Directors is satisfied with one tender, for presentation to the Board of Directors and obtain the approval of the Board of Directors prior to entering into the contract;

(x) **Filing of Returns**

in connection with all contracts to perform work or services entered into by the Manager, execute and file necessary documents and do and perform all acts required under the laws of any Federal, Provincial, Municipal or other Government body or authority, provided, however, that Corporation Tax Returns are to be filed by the Corporation's Auditor.

V. **LEGAL SERVICES**

The services of the Manager shall not include the provision of legal services of any kind but shall include the procuring of such services upon the express instructions of the Board of Directors.

VI. **ACCESS TO UNITS**

Subject to compliance with any applicable requirement, condition or restriction imposed by the Act, the Declaration and the By-Laws, the Manager, its employees and agents may enter into any unit or exclusive use area of the common elements for the purpose of carrying out the Manager's duties and responsibilities under this Agreement.

VII. **MANAGER'S COMPENSATION**

The Manager shall be compensated according to the following schedule, the current fees being due and payable from the current common expense assessments collected each month:

Unless terminated in accordance with the provisions of Article XVI, a fee, excluding all government taxes, of Sixteen Dollars and Fifty Cents (\$ 16.50) per Unit per month, plus GST during the term hereof, is payable monthly, on the last day of each and every month. The Manager's fee covers all overhead expenses of the Manager, including Management Staff salaries and general administrative expenses, with respect to the performance of the duties of the Manager hereunder.

The Corporation shall provide, without charge, for the exclusive use of the Manager and its staff, such office accommodation as is designated in the Condominium Description as "Management Office".

Subject to Article XVI hereof, the Manager's fee for any renewal term of this Agreement shall be renegotiated by the parties during the period commencing ninety (90) days and ending forty-five (45) days before the commencement of such term; the fee so renegotiated for that term shall be acknowledged in writing by the parties hereto and such acknowledgement shall be deemed to amend accordingly the second paragraph of this Article VII for such renewal term and shall be appended to this Agreement.

VIII. **UNIT REPAIRS, PLANS AND SPECIFICATIONS**

- (a) notwithstanding any other provisions of this Agreement, the Manager is given no authority or responsibility for maintenance of or repairs to the units which shall be the sole responsibility of the Owners individually save and except in those circumstances where the Corporation has a statutory obligation to repair the unit after damage or in accordance with the Act or in accordance with the Agreement Documents upon the express written direction of the Board of Directors.
- (b) Any plans, drawings, specifications and architectural or engineering assistance which may be necessary or desirable to enable the Manager to discharge its duties pursuant to this Agreement, shall be provided at the expense of the Corporation, provided, however, that the Board of Directors or its designated representative from time to time shall authorize the retaining of any such assistance before any such expense is incurred.

IX. **CO-OPERATION OF THE BOARD OF DIRECTORS**

The Corporation acknowledges that the Board of Directors must cooperate with the Manager to the extent required to enable the Manager to perform expeditiously, efficiently and economically the management services required under this Agreement and must provide such evidence of authority by way of certified resolution or otherwise and such specific directions as the Manager may reasonably require. In particular, the Board of Directors may designate, from time to time, the person who, with respect to any specific matter, or category of matters, relating to the management of the Property or the affairs

requests or complaints by the Board of Directors, any Owner or resident or any mortgagee of a unit relating to the management of the Property or the duties or obligations of the Manager pursuant hereto, and record in writing any such requests or complaints and the eventual disposition thereof;

- (b) The Manager shall maintain businesslike relations with Owners and residents whose service requests relating to the common elements shall be received, considered and recorded in systematic fashion in order to show the action taken with respect to each request. Complaints relating to common elements, the maintenance and repair of which are the responsibility of the Corporation, shall be attended to by the Manager in as prompt and diligent a manner as possible.

XVI. **TERMINATION**

- (a) Either party may terminate this Agreement, without cause, with effect as at the last day of a calendar month, upon giving to the other party written notice specifying the termination date. Such notice shall be given to such other party prior to the commencement of the period of two (2) full calendar months ending on the date of termination. Upon expiration of such notice period, the Manager shall surrender to the Corporation the corporate seal, all contracts, records, files and other documents or information which may be pertinent to the continuing operation of the Property and the Corporation shall pay to the Manager any monies due to it as of the date of termination. For a period of twelve (12) months after such termination and for the purpose of settling any dispute or defending any claim, the Corporation shall provide to the Manager at all reasonable times and upon reasonable notice access to all such contracts, records, files and other documents or information.
- (b) In addition to the rights of the parties described in paragraph (a), this Agreement shall terminate immediately upon the happening of any of the following events:
  - (i) the insolvency or bankruptcy of the Manager, or upon the Manager taking steps to wind up its business voluntarily or otherwise (including but without limiting the generality of the foregoing, if the Manager has a petition for a receiving order filed against it; if the Manager makes a proposal in bankruptcy; if the Manager makes an assignment of its property for the benefit of its creditors generally; or if a receiver or a trustee is appointed to manage or investigate the affairs of the Manager); or
  - (ii) the termination of the government of the Property by the Act; or
  - (iii) the Manager is insubordinate, reckless or grossly negligent in performing its duties hereunder.
- (c) Upon termination of this Agreement and in addition to the Manager's obligations described in paragraph (a) above,
  - (i) the Manager shall as soon as possible thereafter and within sixty (60) days after the date of effective termination pay over any



balance in the Corporation's trust account managed by the Manager remaining to the credit of the Corporation (less any amounts necessary to satisfy commitments properly made by the Manager to others prior to the date of termination), all post-dated cheques, and shall as soon as possible thereafter render a final accounting to the Corporation;

- (ii) the Manager shall forthwith surrender to the Corporation or to the Corporation's representative designated in writing all the keys to the Property or any part thereof held by the Manager or any of its employees and all the books and records, other than accounting books and records, kept by the Manager in relation to the management of the Corporation which are the property of the Corporation, or that are in the possession of any employees of the Manager, including, without limitation, post-dated common expense assessment cheques, contracts, files, plans, drawings, specifications, architectural or engineering documents, manuals, maintenance and repair logbooks, and correspondence, provided, however that the Manager's own files relating to the Corporation shall be excluded;
- (iii) all accounting books and records kept by the Manager in relation to the Management of the Corporation which are the property of the Corporation, or that are in the possession of any employees of the Manager, will be surrendered within two (2) full calendar months after the termination date, or after an audited statement, if required by either party, is presented;
- (iv) the Corporation shall assume the obligations under any and all contracts which the Manager has properly made for the purpose of arranging the services to be provided pursuant to this Agreement;
- (v) Any liability incurred under this Agreement by either party to the other up to and including the date of termination of this Agreement or which arises from a claim made after such termination with respect to any occurrence prior to the termination, as well as all obligations of each party hereto to the other under this Article XVI, shall survive the termination of this Agreement.

XVII. **NOTICE**

Any notice required to be given by either party to the other shall be sufficiently given if delivered or mailed by prepaid registered post addressed to the Corporation, c/o the President at his address from time to time, and to the Manager, at 5332 Highway No. 7, 2nd Floor, Woodbridge, Ontario L4L 1T3 and any such notice shall be conclusively deemed to have been given and received at the time of its personal delivery by one party to an Officer or Director of the other or in the case of the Manager to any person at the Manager's address, or in the event of service by mail, on the fifth (5th) working day after the day of such mailing, provided that if normal mail service is disrupted by reason of strikes, walkouts, slowdowns or other irregularities then so long as such disruptions exist, any notice required or permitted to be given

hereunder shall be delivered personally or otherwise shall be deemed to be ineffective for all purposes hereof. Either party may by notice in writing to the other designate another address to which notices mailed more than ten (10) days after the giving of such notice of change of address shall be addressed.

**XVIII. PARTIAL INVALIDITY**

If any portion of this Agreement shall be for any reason declared invalid or unenforceable, the validity of any of the remaining portions of this Agreement shall not be thereby affected, and such remaining portions shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated, and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any such portions thereof that might be declared invalid.

**XIX. SUCCESSORS AND PERMITTED ASSIGNS**

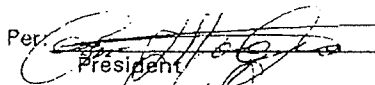
This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto, provided always that this Agreement may only be assigned by the Manager with the express written consent of the Corporation.

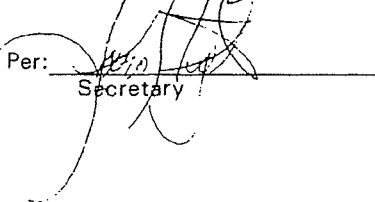
**XX. GENDER AND NUMBER**

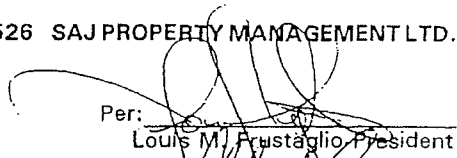
Where applicable, or where required by the context, all references herein in the singular shall be construed to include the plural and references to masculine shall be construed to include the feminine and neuter genders.

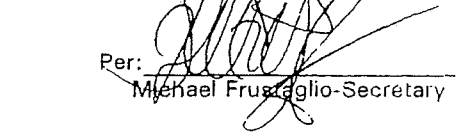
**IN WITNESS WHEREOF** the parties hereto have hereunto affixed their respective corporate seals, attested by the hands of their respective Officers duly authorized in that behalf, this 2nd day of August, 1996.

PEEL CONDOMINIUM CORPORATION NO.526 SAJ PROPERTY MANAGEMENT LTD.

Per:   
President

Per:   
Secretary

Per:   
Louis M. Frustaglio, President

Per:   
Michael Frustaglio-Secretary

RESOLUTION BY THE BOARD OF DIRECTORS

PEEL CONDOMINIUM CORPORATION NO. 526

PASSED AT A MEETING HELD ON THE 2ND DAY OF AUGUST, 1996

BE IT RESOLVED THAT:

From time to time and until otherwise instructed by this Corporation, Louis M. Frustaglio together with Michael Frustaglio shall be and is hereby authorized to execute under the seal of the Corporation the following instruments in accordance with the applicable By-Law of the Corporation:

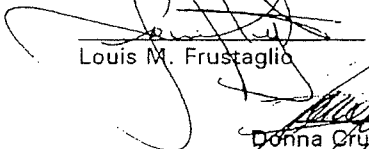
- (a) Estoppel Certificates pursuant to Subsection 9 of Section 32 of The Condominium Act, R.S.O. 1990, Chapter 26 as amended (the "Act").
- (b) Notices of Lien pursuant to Subsection 5 of Section 32 of the Act.
- (c) Discharges of Lien pursuant to Subsection 7 of Section 32 of the Act.


The foregoing Resolution is hereby consented to by all the directors of Peel Condominium Corporation No. 526 pursuant to the Condominium Act, Chapter c-26 R.S.O. 1990 as evidenced by their respective signatures hereto.

DATED this 2nd day of August, 1996.

  
Samuel Frustaglio

  
Michael Frustaglio

  
Louis M. Frustaglio

  
Linda Frustaglio

  
Donna Crugnale-Reda


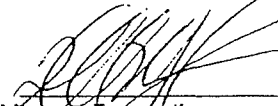
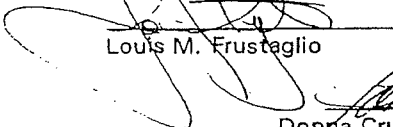
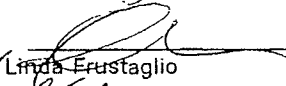
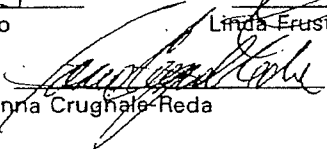
RESOLUTION BY THE BOARD OF DIRECTORS  
PEEL CONDOMINIUM CORPORATION NO. 526  
PASSED AT A MEETING HELD ON THE 2ND DAY OF AUGUST, 1996

BE IT RESOLVED THAT:

After approval of a contract by the Board of Directors, Louis M. Frustaglio and Michael Frustaglio, shall be and is hereby authorized to execute said contracts under the seal of the Corporation.

The foregoing Resolution is hereby consented to by all the directors of Peel Condominium Corporation No. 526 pursuant to the Condominium Act, Chapter c-26 R.S.O. 1990 as evidenced by their respective signatures hereto.

DATED this 2nd day of August, 1996.

 _____ Samuel Frustaglio	 _____ Michael Frustaglio
 _____ Louis M. Frustaglio	 _____ Linda Frustaglio
 _____ Donna Crughala-Reda	

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INSURANCE

TRUST

AGREEMENT

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## SCHEDULE "B"

The Settlor shall pay the Trustee an initial fee of Five Hundred (\$500.00) Dollars plus GST upon the execution of this Agreement, being an initial "set-up" fee of Two Hundred and Fifty (\$250.00) Dollars and the per annum retainer fee of Two Hundred and Fifty (\$250.00) Dollars payable in advance.

Hereafter, this per annum retainer fee of Two Hundred and Fifty (\$250.00) Dollars shall be payable in advance upon the anniversary date of this Agreement in each year during the term of this Agreement.

In the event the Trustee shall, pursuant to the provisions hereof, administer any insurance proceeds, it shall be entitled to an additional fee, payable in advance of the release of any insurance proceeds held in trust, equivalent to:

- (a) one percent (1%) of the first Twenty-Five Thousand (\$25,000.00) Dollars administered by it.
- (b) one-half of one percent (1/2 of 1%) of the next Twenty-Five Thousand (\$25,000.00) Dollars administered by it.
- (c) one-tenth of one percent (1/10 of 1%) upon the balance of funds administered by it.
- (d) the above fees shall be subject to a minimum charge of One Hundred and Fifty (\$150.00) Dollars per claim processed.
- (e) the Trustee may levy an additional charge to cover extraordinary time and effort expended in special circumstances, as agreed between the Settlor and the Trustee.

This fee may be amended from time to time by written notice from the Insurance Trustee to the Settlor in accordance with Article 12.00 hereof.

Schedule "A"

**INSURANCE TRUST AGREEMENT**

**THIS AGREEMENT** made the 2nd day of August, 1996

**B E T W E E N:**

**PEEL CONDOMINIUM CORPORATION NO. 526,**  
a corporation created under the laws of the  
Province of Ontario pursuant to the Condominium  
Act, R.S.O. 1990, Chapter C.26 and amendments  
thereto (hereinafter referred to as the "Act"),

(hereinafter called the "Settlor")

OF THE FIRST PART;

- and -

**THE CANADA TRUST COMPANY,**

(hereinafter called the "Trustee")

OF THE SECOND PART.

**WHEREAS** the declaration creating the Settlor and registered pursuant to the Act ("Declaration") provides that the Board of Directors of the Settlor ("Board") on behalf of the Settlor shall enter into an agreement with an insurance trustee, which agreement shall, without limiting its generality, provide for the receipt by the insurance trustee of any proceeds of insurance payable to the Settlor, the holding by the insurance trustee of such proceeds in trust for the persons entitled thereto and the disbursement by the insurance trustee of such proceeds in accordance with the provisions of the insurance trust agreement;

**AND WHEREAS** the parties hereto are desirous of entering into this Agreement for the purposes set forth in the Declaration, on the terms and conditions herein;

**AND WHEREAS** all necessary resolutions have been passed by the Board and all other proceedings taken and conditions complied with to authorize the execution and delivery by the Settlor of this Agreement;

**AND WHEREAS** the Settlor has obtained certain policies of insurance set forth in Schedule "A" annexed hereto;

**NOW THEREFORE** this Agreement witnesseth that in consideration of the mutual covenants hereinafter contained, the parties hereto hereinafter covenant and agree to and with each other as follows:

**ARTICLE 1.00 - DEFINITIONS**

1.1 Words and expressions used herein which are used or defined in the Act, or in the regulations made under the Act have the same meaning herein as they have therein unless otherwise defined herein or unless the context otherwise requires.

**ARTICLE 2.00 - APPOINTMENT OF TRUSTEE**

2.1 The Settlor hereby appoints the Trustee to act as insurance trustee pursuant to the provisions of the Declaration and By-Laws of the Settlor, copies of

which are submitted herewith to the Trustee.

**ARTICLE 3.00 - ACCEPTANCE OF APPOINTMENT**

3.1 The Trustee hereby accepts such appointment as insurance trustee and hereby agrees with the Settlor to carry out and perform its duties hereunder in a faithful, diligent and honest manner.

**ARTICLE 4.00 - ACKNOWLEDGEMENT BY TRUSTEE**

4.1 The Trustee hereby acknowledges that it is familiar with the provisions of the Act and of the Declaration hereinbefore referred to and acknowledges having received a copy of the Declaration.

**ARTICLE 5.00 - PAYMENT BY TRUSTEE**

5.1 All insurance proceeds received by the Trustee shall be held by it in trust and paid in accordance with the following terms and conditions:

In the event of:

- (a) damage to the buildings, if the Trustee receives a certificate duly executed by the President or Vice-President and the Secretary of the Settlor certifying:
  - (i) that the Board has determined that less than twenty-five percent (25%) of the buildings have been substantially damaged; or
  - (ii) that the Board has determined that twenty-five percent (25%) or more of the buildings have been substantially damaged, and that owners who own eighty percent (80%) of the units have not voted to terminate within sixty (60) days of such determination by the Board; or
- (b) damage to the property or other assets of the Settlor, excluding the buildings and units,

the Trustee shall disburse the proceeds of all insurance in its hands and arising out of such damage towards the cost of repairing such damage, from time to time, as the repairs of such damage progress, upon the written request of the Settlor accompanied by the following:

- (i) a certificate signed by the President or Vice-President and the Secretary of the Settlor dated not more than thirty (30) days prior to such request and counter-signed by the architect or engineer, if any, employed by the Settlor in connection with such repairs, setting forth the following:
  - (A) that the sum then requested either has been paid by the Settlor or is justly due to contractors, architects or other persons who have rendered services or furnished materials for repairs therein specified, the names and addresses of such persons, a brief description of such services and materials, the several amounts so paid or due to each of said persons in respect thereto;



- (B) that no part of such expenditures has been or is being made the basis of any previous or then pending request for the payment of insurance proceeds then held by the Trustee, or has theretofore been paid out of such insurance proceeds;
  - (C) that the sum then requested, when added to all sums previously paid by the Trustee, does not exceed the value of the services and materials described in such certificate;
  - (D) that except for the amount, if any, stated in such certificate to be due for services or materials, there is no outstanding indebtedness known to the Board, after due enquiry, which is then due for labour, wages, materials, supplies or services in connection with such repairs, which, if unpaid, might become the basis of a lien pursuant to the Construction Lien Act by reason of such repair to the buildings or any part thereof; and
  - (E) specifying the person(s) to whom the payment requested is to be made and the amount to be paid to each such person(s).
- (ii) an opinion of the solicitor acting for the Settlor, or other evidence reasonably satisfactory to the Trustee to the effect that there has not been filed with respect to the buildings or the property, or any part thereof, any Construction Lien which has not been discharged except such as will be discharged by payment of the amount then requested.

Any balance of proceeds of insurance remaining in the Trustee's hands after payment in full of the cost of the repairs as aforesaid, shall be paid over by the Trustee to the Settlor.

5.2 The Trustee shall not be under any duty to enquire as to the correctness of any amounts received by it on account of the proceeds of any insurance, nor shall the Trustee be under any obligation to enforce the payment of proceeds to it.

5.3 In the event of damage to the buildings, if the Trustee receives a certificate duly executed by the President or Vice-President and the Secretary of the Settlor, certifying that the Board has determined that twenty-five percent (25%) or more of the buildings have been substantially damaged and that owners who own eighty percent (80%) of the units have voted for termination within sixty (60) days of such determination, that there is termination in accordance with the provisions of the Act, or otherwise, and notice of such termination has been registered in the Office of Land Titles in which the condominium is registered, the Trustee shall disburse any insurance proceeds then in its hands or thereafter received by it in the following order of priority:

- (a) to any mortgagee or mortgagees to whom such loss shall be payable in any such policy or policies of insurance or who have a mortgage or charge registered in the said Office of Land Titles with respect to the unit of an owner, in satisfaction of the amount due pursuant to any liens registered by the Settlor against any such units and in satisfaction of any other registered interests in the unit in order of their respective legal priorities;

- (b) to the owners of the units in the proportion of their respective common interests as set out in the Declaration as registered in the said Office of Land Titles and the names of the unit owners as registered in the said Office of Land Titles shall be conclusive as to the names of the unit owners and their respective common interests.

The Settlor shall cause a search to be conducted in the records of the said Office of Land Titles by a duly qualified solicitor retained by the Settlor, and the Trustee shall be entitled to rely, without further enquiry, upon the accuracy and completeness of the report of the said solicitor provided only that it is addressed to the Settlor, is dated within ten (10) days prior to the disbursement of funds, that it specifies the priority of the interests of the various parties in each unit and it specifies the names of the unit owners and their respective common interests.

5.4 In the event that the proceeds of insurance deposited with the Trustee are TWENTY FIVE THOUSAND (\$25,000.00 ) Dollars or less, all such proceeds shall be paid to the Settlor forthwith, notwithstanding anything herein contained to the contrary, and the Settlor covenants to apply such proceeds in compliance with its obligations pursuant to the Act and the Declaration and to indemnify the Trustee in respect of all liabilities or obligations in respect of such proceeds.

5.5 Subject to the terms of this Agreement, in the event that the Trustee is in receipt of proceeds of insurance from or in respect of any liability policy to which this Agreement is applicable, the Trustee shall disburse such proceeds only upon receipt of and in accordance with the written directions of the Settlor executed on its behalf by its President or Vice-President and Secretary.

#### **ARTICLE 6.00 - DEFICIENCY OF INSURANCE PROCEEDS**

6.1 The Settlor shall be promptly notified of any proceeds of insurance deposited with the Trustee on behalf of the Settlor, and the Trustee shall be under no obligation to make any payments as specified in this Agreement except out of the proceeds of insurance held in trust for the Settlor.

6.2 If, upon the receipt of any certificate referred to in section 5.1, the Trustee shall not have sufficient funds to pay the amount due and owing as set out therein, the Settlor shall be so notified by the Trustee, and the Settlor shall further notify the Trustee in writing as to which of the persons or companies set forth in the said certificate are to be paid by the Trustee and in which amounts.

#### **ARTICLE 7.00 - NOTICE IN THE EVENT OF CANCELLATION OF INSURANCE**

7.1 The Settlor and all mortgagees having an interest in the units as shown on the Settlor's Unit Register with respect to any unit shall be promptly notified of any notice of cancellation received by the Trustee. The Trustee shall not have any liability to the Settlor or any other party in the event of its inadvertent failure to provide notice in accordance with the foregoing. The Trustee shall be entitled to rely in any event on the accuracy and completeness of the Settlor's Unit Register without independent inquiry.

7.2 The Trustee shall not be under any obligation to inquire whether any insurance policy remains in force, it being the express understanding of the parties that it shall be the sole responsibility of the Settlor to obtain all required insurance policies and to ensure that same remain in force at all times.

**ARTICLE 8.00 - LIABILITY AND INDEMNIFICATION OF TRUSTEE**

8.1 The Trustee shall have no duties, express or implied, except those which are expressly set forth in this Agreement and shall in no way be responsible or liable for any loss, cost or damages which may result from anything done or omitted to be done by such Trustee hereunder, except in the case of negligence or bad faith. The Trustee shall be protected in acting upon any certificate, statement, request, consent, agreement or other instrument whatsoever, not only as to its due execution and validity in its effectiveness or its provisions, but also as to the truth and accuracy of any information therein contained, which it shall, in good faith, believe to be genuine, and to have been signed and presented by the proper person or persons. The Trustee shall also be protected and indemnified in acting in good faith upon any advice or legal opinion it may seek from an independent solicitor with respect to its duties, obligations and rights hereunder. The Trustee shall also be indemnified for the reasonable legal fees and disbursements of such a solicitor. Further, the Trustee shall have no responsibility with respect to any cheques deposited with it hereunder except the usual responsibilities with respect to the application of any funds paid by it pursuant to the provisions of this Agreement.

8.2 The Settlor shall reimburse the Trustee for all expenses incurred by it in connection with its duties under this Agreement and shall indemnify it and save it harmless against any and all liabilities, costs and expenses including legal fees, for anything done or omitted to be done by it in the performance of this Agreement, except as a result of negligence or bad faith.

8.3 The Trustee may become mortgagee of any or all units together with such other interests as may be attached to the ownership of such units and may enforce the covenants in the mortgage relating thereto, notwithstanding that the enforcement may be in conflict with the Trustee's duties hereunder.

**ARTICLE 9.00 - TERMINATION OF AGREEMENT**

9.1 At any time hereafter, the Settlor shall have the sole and unrestricted right to terminate this Agreement by not less than sixty (60) days prior written notice to the Trustee, upon delivery to the Trustee of a duplicate original agreement between the Settlor and a trust company registered under the Loan and Trust Corporations Act or a chartered bank, or such corporation as the Settlor, in its discretion, may deem advisable in the event that the Settlor was unable to enter into such agreement with such trust company, or such chartered bank by reason of their refusal to act, pursuant to which such other trust company or chartered bank or corporation shall assume such duties as trustee, in the place of the Trustee herein. Following such termination, upon payment to the Trustee herein of all fees and charges due to the Trustee hereunder, the Trustee herein shall turn over all sums deposited with it, remaining in its hands, to such new Trustee and thereupon its obligations hereunder shall cease.

9.2 The Trustee may, at any time, resign from its duties hereunder by giving to the Settlor and to all mortgagees having an interest in any of the units pursuant to a mortgage as shown on the Settlor's Unit Register not less than sixty (60) days' notice in writing thereof and its obligations hereunder, except for the payment of any sums remaining in its hands to a successor trustee, as hereinafter provided, shall cease. Following such resignation, the Settlor shall pay to the Trustee all fees and charges due to it hereunder and shall deliver to it a duplicate original agreement between the Settlor and another trust company registered under the Loan and Trust Corporations Act or a chartered bank, or such corporation as the Settlor in its discretion may deem advisable in the event that the Settlor is unable to enter into such agreement with such trust company, or such chartered bank by reason of their refusal

to act, pursuant to which such other trust company or chartered bank or corporation shall assume such duties as Trustee in the place of the Trustee herein commencing as of the date on which the resignation is effective. The Trustee herein shall turn over all sums deposited with it, remaining in its hands, to such new Trustee subject to the Trustee's rights pursuant to section 12.2 hereof, and thereupon its obligations hereunder shall cease.

9.3 In the event that the Settlor refuses or fails to arrange an alternate trustee within the next ensuing forty (40) days after the giving of notice pursuant to sections 9.1 or 9.2, the resignation shall nevertheless be effective in accordance with the terms of the notice. The Trustee shall, however, notify in writing all mortgagees holding mortgages on the units of the Condominium shown on the Settlor's Unit Register at least ten (10) days prior to the effective date of the resignation of the failure or refusal of the Settlor to appoint an alternate Trustee and the resignation shall not be effective until the said ten (10) days notice period has expired notwithstanding anything contained herein or in the resignation notice to the contrary. All costs incurred by the Trustee in providing the said notice or otherwise complying with the provisions of this Article 9.00 shall be borne by the Settlor.

**ARTICLE 10.00 - MODIFICATION OR AMENDMENT OF AGREEMENT  
AND RIGHTS OF THIRD PARTIES**

10.1 This Agreement shall not be modified or amended without the written consent of the parties hereto and any mortgagees having registered mortgages against at least ten percent (10%) of the Units.

10.2 Upon being advised of damage to the buildings in excess of the amount set out in section 5.4 hereof, or upon receipt of any moneys in excess of the said amount, in accordance with the terms of this Agreement, the Trustee shall notify all mortgagees having a mortgage or charge as shown on the Settlor's Unit Register when the amount received is less than \$100,000.00 and shall notify all mortgagees having a mortgage or charge registered in the aforesaid Office of Land Titles against any unit where the amount received is \$100,000.00 or more. For the purposes of giving notice in the latter event, the Settlor shall cause a search to be conducted in the records of the said Office of Land Titles by a duly qualified solicitor retained by the Settlor, and the Trustee shall be entitled to rely, without further enquiry, upon the accuracy and completeness of the report of the said solicitor provided only that it is addressed to the Settlor, is dated within ten (10) days prior to the disbursement of funds and that it specifies the priority of the interests of the various parties in each unit.

10.3 Certain provisions of this Agreement are for the benefit of the mortgagees of the units and all such provisions are covenants for the benefit of any mortgagee having an interest registered in the said Office of Land Titles against any of the units or any part of the insured property and may be enforced by such mortgagee.

**ARTICLE 11.00 - ADDRESS FOR SERVICE**

11.1 Any certificate, declaration or notice in writing given to the Settlor, pursuant to this Agreement, shall be sufficiently given if delivered or mailed by prepaid registered post to the Settlor at its last known address and at:

5332 Highway No. 7  
Second Floor  
Woodbridge, Ontario  
L4L 1T3

or such other address as the Settlor may advise in writing from time to time.

Any certificate, declaration or notice in writing given to the Trustee pursuant to this Agreement shall be sufficiently given if delivered or mailed by prepaid registered post to the Trustee at its last known address and at:

282 Lakeshore Rd. E.  
2nd Floor  
Oakville, Ontario  
L6J 1J2

or such other address as the Trustee may advise in writing from time to time.

Such certificate, declaration and notice in writing shall have been deemed to have been received on the date of delivery or third clear business day next following the date of such mailing. Each of the parties shall be entitled to rely without further inquiry on the address determined in accordance with the foregoing as being the most current and correct address of the party to whom such certificate, declaration or notice is to be given. Each party further covenants to notify the other, in the manner provided for in this Article 11.00 of any change in its address for service.

#### **ARTICLE 12.00 - REMUNERATION OF TRUSTEE**

12.1 The Settlor shall pay the Trustee's fees and charges as set out in Schedule "B" attached hereto which fees and charges may be changed from time to time by written notice from the Trustee to the Settlor at any time. In the event that the Settlor does not agree with any change in fees or charges made by the Trustee, it shall be entitled to terminate the within agreement pursuant to Article 9.00 hereof within sixty (60) days after receipt of the notice of change to fees or charges in which event the change shall not apply and the within agreement shall be terminated in accordance with Article 9.00 hereof. In the event that no notice of termination is delivered pursuant to Article 9.00 within the sixty (60) day period, the fees and charges of the Trustee shall be as set out in its notice to the Settlor until further changed.

12.2 The Trustee may deduct all amounts owing to it hereunder from any proceeds of insurance received by it.

12.3 In addition to any other rights which the Trustee may have, in the event that any fees, charges, reimbursement of expenses or other amounts due hereunder to the Trustee are not paid when due, the Trustee shall be entitled to enforce payment of same by legal process and all fees, disbursements, expenses or other costs incurred by the Trustee in collecting same (including all legal fees and disbursements on a solicitor and his own client scale) shall be payable by the Settlor to the Trustee.

#### **ARTICLE 13.00 - ADDITIONAL COVENANTS OF SETTLOR**

13.1 Upon request, the Settlor shall deliver to the Trustee complete and accurate copies of:

- (a) all insurance policies, renewals thereof, amendments or endorsements thereto or replacements thereof;
- (b) the Settlor's Unit Register of unit owners and mortgagees; and
- (c) copies of the Settlor's then current Declaration and By-Laws.

The Trustee shall be entitled to rely, without further enquiry upon the accuracy of such material.

13.2 The Settlor covenants to deliver to the Trustee any amendments to the Settlor's Declaration or By-Laws or any additional By-Laws it may enact.

13.3 The Settlor covenants to ensure that losses are payable to the Trustee as insurance trustee under all policies of insurance governed by this Agreement.

13.4 The Settlor specifically acknowledges and agrees that the Trustee shall have no liability or obligation to the Settlor or any other party except as is expressly provided for herein and that there are no provisions or obligations between the parties relating to matters governed hereunder, whether oral or written, expressed or implied except as are expressly set forth herein in writing. The Settlor covenants to indemnify and save the Trustee harmless from and against all claims, demands, liabilities, actions, suits, costs or obligations of any kind or nature whatsoever arising out of or related to the terms of this Agreement unless same results from the negligence or wilful act of the Trustee or a breach by the Trustee of the terms hereof.

**ARTICLE 14.00 - ASSIGNMENT OF AGREEMENT**

14.1 Neither this Agreement nor any rights or obligations hereunder shall be assignable by either party hereto without the prior written consent of the other party. Any attempted assignment without such consent shall be void. Subject thereto, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

14.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. The parties hereto hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario for all purposes hereunder.

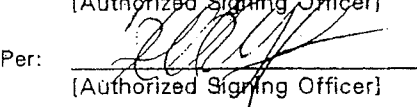
14.3 Words importing the singular include the plural and vice versa, and words importing gender include all genders.

14.4 The headings contained in this Agreement are included solely for convenience of reference, are not intended to be full or accurate descriptions of the contents thereof and shall not be considered part of this Agreement or affect the construction or interpretation thereof.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement under the seals of their proper signing officers duly authorized in that behalf as of the 2nd day of August, 19 96.

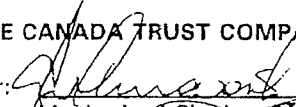
**PEEL CONDOMINIUM CORPORATION**  
NO. 526

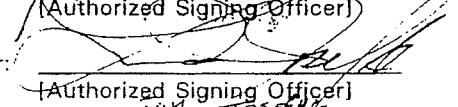
Per:   
[Authorized Signing Officer]

Per:   
[Authorized Signing Officer]

I/We have the authority to bind the Corporation.

THE CANADA TRUST COMPANY

Per:   
(Authorized Signing Officer)

Per:   
(Authorized Signing Officer)

I/We have the authority to bind the Corporation.

**SCHEDULE "A"**

Insurance Policies:

Policy No. CMP80589315 issued by Canadian General Insurance Company, covering All Risks in the amount of \$5.6 MM and expiring February 28, 1997.



<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <p style="text-align: center; font-size: x-large; font-weight: bold;">L T 1 6 5 0 0 3 5</p> <p style="text-align: center; font-weight: bold;">CERTIFICATE OF RECEIPT CERTIFICAT DE RECEPTION PEEL (No. 43) GRAMPTON</p> <p style="text-align: center; font-weight: bold;">'96 AUG 15 PM 12 10</p> <p style="font-size: small;">New Property Identifiers</p> <p style="font-size: x-small;">Additional: See Schedule <input type="checkbox"/></p> <p style="font-size: small;">Executions</p> <p style="font-size: x-small;">Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/></p>	<p>(2) Page 1 of 11 pages</p>
	<p>(3) Property Identifier(s) Block Property</p>	<p>Additional See Schedule</p>
	<p>(4) Nature of Document BY-LAW NO. 1 (Section 23 of the Condominium Act)</p>	
	<p>(5) Consideration</p> <p style="text-align: right;">Dollars \$</p>	
	<p>(6) Description</p> <p>All units and common elements comprising Peel Condominium Plan No. 526 City of Mississauga Regional Municipality of Peel Land Titles Division of Peel (No. 43) and their appurtenant common interests</p>	
<p>(7) This Document Contains:</p> <p>(a) Redescription New Easement Plan/Sketch <input type="checkbox"/></p> <p>(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>		

(8) This Document provides as follows:

See attached Certificate and By-Law

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
<p>Name(s)</p> <p>PEEL CONDOMINIUM CORPORATION NO. 526</p>	<p>Per:  Samuel Frustaglio President</p>	<p>Y M D</p> <p>1996 08 08</p>

(11) Address for Service: c/o Management Office, 5332 Highway No. 7, 2nd Floor, Woodbridge, Ontario, L4L 1T3

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

(13) Address for Service

<p>(14) Municipal Address of Property</p> <p>2350 Britannia Road West Mississauga, Ontario L5M 6A7</p>	<p>(15) Document Prepared by:</p> <p>Harvey Freedman Barrister and Solicitor 79 Shuter Street, Ste. 100 Toronto, Ontario M5B 1B3</p>	<p style="text-align: center; font-size: small;">Fees and Tax</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; font-size: x-small;">Registration Fee</td> <td style="width:50%;"></td> </tr> <tr> <td style="font-size: x-small;"> </td> <td></td> </tr> <tr> <td style="font-size: x-small;"> </td> <td></td> </tr> <tr> <td style="font-size: x-small;"> </td> <td></td> </tr> <tr> <td style="font-size: x-small;">Total</td> <td></td> </tr> </table>	Registration Fee								Total	
Registration Fee												
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**PEEL CONDOMINIUM CORPORATION NO.526**

**BY-LAW NO. 1**

Be it enacted as a By-Law of PEEL CONDOMINIUM CORPORATION NO. 526 (the "Corporation") as follows:

**ARTICLE I**

**DEFINITIONS**

1.1 All words used herein which are defined in the Condominium Act, R.S.O. 1990, c. C-26, (the "Act") shall have ascribed to them the meaning set out in the Act as amended from time to time.

**ARTICLE II**

**SEAL**

2.1 The Corporate Seal of the Corporation shall be in the form impressed hereon.

**ARTICLE III**

**MEETINGS OF MEMBERS**

3.1 Persons Entitled to be Present

The only persons entitled to attend a meeting of Owners shall be the Owners and mortgagees entered on the record, and any others entitled to vote thereat and the auditor of the Corporation, the Directors and Officers of the Corporation, and a representative of the manager, and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the Declaration and By-Laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of those present at the meeting.

3.2 Right to Vote

Subject to the right of a mortgagee of a Unit to exercise the right of the Owner to vote, every Owner shall be entitled to vote who is entered on the Record as an Owner or has given notice of ownership of a Unit to the Corporation in a form satisfactory to the Chairman of the meeting. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as the Chairman may deem sufficient.

3.3 Conduct of Meetings and Method of Voting

At any general or special meeting, the President of the Corporation or, failing the President, the Vice-President or, failing the Vice-President some person elected at the meeting, shall act as Chairman of the Meeting, and the Secretary of the Corporation shall act as Secretary of the meeting or, failing the Secretary, the Chairman shall appoint a Secretary. Voting for the election of Directors shall be by ballot only. Except for the election of Directors any question shall be decided by a show of hands unless a poll is required by the Chairman or is demanded by an Owner or mortgagee present in person or by proxy and entitled to vote. Unless a poll is so required to demanded, a declaration by the Chairman that the vote upon the question has been carried, or carried by a particular majority, or not carried, is prima facie proof of the fact, without proof of the number of votes recorded in favour of or against such question. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken in such

manner as the chairman shall direct.

3.4 Representatives

An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity, any person duly appointed a proxy for such corporation), upon filing with the Secretary sufficient proof of the representative's appointment, shall represent the Owner or mortgagee and may vote in the same manner and to the same extent as such Owner or mortgagee.

3.5 Adjournment of Meeting

The Chairman may adjourn the meeting from time to time and from place to place.

**ARTICLE IV**

**THE CORPORATION**

4.1 Duties of the Corporation

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

- (a) controlling, managing and administering the Common Elements and assets of the Corporation;
- (b) collecting Common Expense contributions;
- (c) arranging for the supply of natural gas, electricity, and water to the property except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any apparatus or equipment used in effecting the supply of natural gas, electricity and water to the property (but not including any such equipment or apparatus within the Unit), at any time becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have a reasonable time within which to repair or replace such apparatus and shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness caused by reason of the failure to perform such duty;
- (d) obtaining and maintaining insurance for the property as may be required by the act and By-Laws;
- (e) repairing and restoring the Common Elements;
- (f) obtaining and maintaining fidelity bonds where obtainable, in such amounts as the Board may deem reasonable, for such Officers and Directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
- (g) causing audits to be made after every year-end and making auditors' reports and financial statements available to the Owners and mortgagees;
- (h) preparing an estimated budget in accordance with article X hereof;
- (i) keeping accurate accounts and sending to each Unit Owner an annual statement of income and expenditures in respect thereto and keeping such accounts open for inspection by Unit Owners;

- (j) establishing and maintaining one or more reserve funds;
- (k) effecting compliance with the Act, the Declaration, the By-Laws and the Rules from time to time.

4.2 Powers of the Corporation

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

- (a) employing and dismissing personnel necessary for the maintenance and operation of the Common Elements;
- (b) adopting and amending rules concerning the operation and use of the property;
- (c) employing a manager at a compensation to be determined by the Board to perform such duties and services as the Board shall authorize;
- (d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the Board, and in such a manner as the Board may deem reasonable;
- (e) settling, adjusting, compromising or referring to arbitration or the courts any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (f) borrowing such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or insure the due and continued operation of the property in accordance with the Declaration and By-Laws, and to secure any such loan by mortgage, pledge or charge of any asset of the Corporation, and to add the repayment of such loan to Common Expenses;
- (g) retaining and holding any securities or other property, whether real or personal, which shall be received by the Corporation, in the form received, whether or not the same is authorized by any law, present or future for the investment of trust funds;
- (h) selling, conveying, exchanging, assigning or otherwise dealing with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as the Corporation in its sole discretion deems advisable and to do all things and execute all documents required to give effect to the foregoing;
- (i) investing reserve funds in investments permitted by the Trustee Act for terms not exceeding ninety (90) days.

ARTICLE V

BOARD OF DIRECTORS

5.1 Number of Directors

The number of directors shall be five (5).

5.2 Election and Term

The Directors of the Corporation shall be elected in rotation, and upon the

expiration of their respective terms of office shall retire, but shall be eligible for re-election. At the first meeting of the Owners held to elect Directors, two (2) Directors shall be elected to hold office for a term of one (1) year from the date of election, two (2) Directors shall be elected to hold office for a term of two (2) years from the date of election and one director shall be elected for a term of three (3) years from the date of election. Such Directors may, however, continue to act until their successors are elected. If more than one (1) of such Directors whose terms are not of equal duration shall resign from the Board prior to the expiration of their respective terms, and shall be replaced at a meeting of Owners called for that purpose, the Director or Directors receiving the greater number of votes shall complete the longest remaining terms of the resigning Directors. At each annual meeting thereafter a number of Directors equal to the number of Directors retiring in such year shall be elected for a term of three (3) years.

### 5.3 Calling of Meetings

Meetings of the Board shall be held from time to time at such place and at such time and on such day as any two Directors may determine, and the Secretary shall call meetings when authorized by them. Notice of any meeting so called shall be given personally, by ordinary mail, facsimile machine or telegraph, to each Director, addressed to the Director at the Director's latest address or fax number as entered on the records of the Corporation, not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by The Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the Directors are present and consent to the holding of such meeting, or if those absent have waived notice of or have otherwise signified in writing their consent to the holding of such meeting.

### 5.4 Regular Meetings

The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a place and time of regular meetings of the Board shall be given as provided for in Article 9.1 hereof.

### 5.5 First Meeting of New Board

The Board may without notice hold its first meeting for the purpose of organization and the election and appointment of Officers immediately following the meeting of members at which the Directors of such Board were elected, provided a quorum of Directors are present.

### 5.6 Indemnity of Directors and Officers

Subject to the provisions of subsection 2 of section 25 of the Act, every Director or Officer of the Corporation and their heirs, executors, administrators and other legal personal representatives shall from time to time be indemnified and saved harmless by the Corporation from and against:

- (a) any liability and all costs, charges and expenses that a Director or Officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against a Director or Officer for or in respect of anything done or permitted by a Director or Officer in respect of the execution of their duties; and
- (b) all other costs, charges and expenses that they sustain or incur in respect of the affairs of the Corporation.

### 5.7 Compensation

The Directors shall receive such compensation as may from time to time

be decided by By-Law.

## ARTICLE VI

### OFFICERS

#### 6.1 Term of Office

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

#### 6.2 President

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

#### 6.3 Vice-President

The Vice-President, during the absence of the President, shall exercise the duties of the President, or if there are more than one, in order of seniority as determined by the Board. If a Vice-President exercises any such duties, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties as the Board may prescribe.

#### 6.4 General Manager

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

#### 6.5 Secretary

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

#### 6.6 Treasurer

The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the direction of the Board shall control the deposit of money, the safekeeping of securities and the disbursement of funds of the Corporation. The Treasurer shall render to the Board at the meetings thereof, or whenever required of the Treasurer, an account of all its transactions as Treasurer and of the financial position of the Corporation. In addition, the Treasurer shall perform such other duties as may from time to time be prescribed by the Board. The Offices of Secretary and Treasurer may be combined.

6.7 Other Officers

The duties of all other Officers of the Corporation shall be such as the terms of their engagement call for, or the Board requires of them. Any of the powers and duties of an Officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.

6.8 Agents and Attorneys

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

**ARTICLE VII**

**BANKING ARRANGEMENTS & CONTRACTS**

7.1 Banking Arrangements

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

7.2 Execution of Instruments

Deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President together with the Secretary, or any other Director. Any contract or obligation within the scope of any Management Agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such Management Agreement. Notwithstanding any provisions to the contrary contained in the By-Laws of the Corporation, the Board may at any time and from time to time, direct the manner in which, and the person or persons by whom, any particular deed, transfer, contract or obligation or any class of deeds, transfers, contacts or obligations of the Corporation may or shall be signed.

7.3 Execution of Certificates under Subsection 32 of the Act

Certificates provided pursuant to subsection 8 of Section 32 of the Act may be signed by any Officer or any director of the Corporation provided that the Board may by resolution direct the manner in which, and the person by whom, such certificates may or shall be signed.

7.4 Borrowing Authority

The Directors of the Corporation are authorized from time to time:

- (a) to borrow money on the credit of the Corporation;
- (b) to charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts and



unpaid calls, rights, powers, franchises and undertakings, to secure any such securities or any money borrowed, or their debts, or any obligation or liability of the Corporation;

- (c) to delegate to such one or more of the officers and Directors of the Corporation as may be designated by the Directors all or any of the powers conferred by the foregoing clauses of this By-Law to such extent and in such manner as the Directors shall determine at the time of such delegation;
- (d) to give indemnities to any Director or other person who has undertaken or is about to undertake any liability on behalf of the Corporation or any corporation controlled by it, and to secure any such Director or other person against loss by giving, by way of security, mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the Corporation;

#### **ARTICLE VIII**

##### **FINANCIAL AND RECORDS**

8.1 The financial year of the Corporation shall end on the 31st day of December in each year, or on such other day as the Board by resolution may determine.

#### **ARTICLE IX**

##### **NOTICE**

###### **9.1 Method of Giving Notice by the Corporation**

Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation shall be sufficiently given if delivered personally to the person to show it is to be given or if delivered to the address noted in the record required pursuant to section 20(2) of the Act, or if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to the person at such address, or if sent by means of telegraph, facsimile machine or any other form of transmitted or recorded communication, to such address. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid or faxed, provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box, and a notice sent by any means of telegraph shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.

###### **9.2 Notice to the Board or Corporation**

Any notice, communication or other document to be given to the Board or the Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration, or as changed in accordance with the requirement of the Act. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

###### **9.3 Omissions and Errors**

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

## ARTICLE X

### ASSESSMENT AND COLLECTION OF COMMON EXPENSES

#### 10.1 Duties of the Board

All expenses, charges and costs of maintenance of the Common Elements and any other expenses, charges or costs which the Board may incur or expend pursuant hereto shall be assessed by the Board and levied against the Owners in the proportions in which they are required to contribute to the Common Expenses as set forth in the Declaration. The Board shall from time to time and at least annually prepare a budget for the Corporation and determine by estimate the amount of Common Expenses of for the next ensuing fiscal year or remainder of the current fiscal year, as the case may be, which shall include provision for a reserve fund as required by the act. The Board shall allocate and assess such Common Expenses as set out in the budget for such period among the Owners, according to the proportion in which they are required to contribute to the Common Expenses as set forth in the Declaration. The Board shall advise all Owners promptly in writing of the amount of Common Expenses payable by each of them respectively, determined as aforesaid, and shall deliver copies of each budget on which Common Expenses are based to all Owners and mortgagees entered in the record kept pursuant to section 20(2) of the Act.

#### 10.2 Extraordinary Expenditures

In addition to the annual assessment, extraordinary expenditures not contemplated in the foregoing budget and for which the Board shall not have sufficient funds may be assessed at any time during the year by the Board serving notice of such assessment on all Owners as an additional Common Expense. The notice shall include a written statement setting out the reasons for the assessment. The assessment shall be payable by each Owner within ten (10) days after delivery of the notice thereof to him, or within such further period of time or in such instalments as the Board may determine.

#### 10.3 Interest

Interest shall be paid on all overdue amounts payable by an Owner to the Corporation at the rate of eighteen percent (18%) per annum compounded monthly until paid.

## ARTICLE XI

### MISCELLANEOUS

#### 11.1 Invalidity

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

#### 11.2 Gender

The use of any gender in this By-Law shall be deemed to include all genders and the use of the singular shall be deemed to include the plural wherever the context so requires, and vice versa.

#### 11.3 Waiver

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


**THE CONDOMINIUM ACT**

**CERTIFICATE**

**PEEL CONDOMINIUM CORPORATION NO. 526** hereby certifies that By-Law No. 2 attached hereto was made in accordance with the Condominium Act, being Chapter C-26 of the Revised Statutes of Ontario, 1990, and any amendments thereto, the Declaration and the By-Laws of the Corporation, and that the said By-Law No. 2 has not been amended and is in full force and effect.

**DATED** at Toronto, this 2nd day of August, 1996.

**PEEL CONDOMINIUM CORPORATION NO. 526**

Per:   
Samuel Frustaglio - President

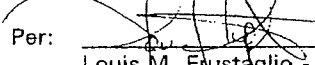
Per:   
Louis M. Frustaglio - Secretary

The foregoing By-Law Number 2 is hereby confirmed without variation by the Declarant which owns 100% of the Units pursuant to the provisions of the Condominium Act.

Dated this 2nd day of August, 1996

SUGARBUSH (BRITANNIA) HOMES INC.  
(Declarant)

Per:   
Samuel Frustaglio - President

Per:   
Louis M. Frustaglio - Secretary

We have authority to bind the Corporation.

PEEL CONDOMINIUM CORPORATION NO. 526

BY-LAW NO. 2

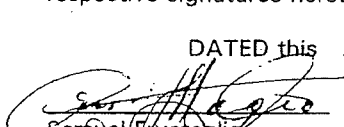
Be it enacted as a By-law of Peel Condominium Corporation No. 526 (hereinafter referred to as the "Corporation") as follows:

The Directors of the Corporation may from time to time:

- (a) borrow money on the credit of the Corporation;
- (b) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the corporation, including book debts and unpaid calls, rights, powers, franchises and undertakings to secure any such securities or any money borrowed, or other debts, or obligations or liability of the corporation;
- (c) delegate to such one or more of the officers and directors of the corporation as may be designated by the directors all or any of the powers conferred by the foregoing clauses of this By-law to such extent and in such matter as the directors shall determine at the time of such delegation;
- (d) give indemnities to any director or other person who has undertaken or is about to undertake any liability on behalf of the Corporation or any corporation controlled by it, and secure any such director or other person against loss by giving him by way of security a mortgage or charge upon the undertaking and rights of the Corporation;
- (e) provided that any borrowing which would result in total borrowing aggregating of more that TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS shall require the approval of the owners owning a majority of the units at a duly called meeting of the owners.

The foregoing By-Law Number 2 is hereby passed by the Directors of the Corporation pursuant to the Condominium Act of Ontario as evidenced by the respective signatures hereto of all the Directors.

DATED this 2nd day of August, 1996.

  
Samuel Frustaglio

  
Michael Frustaglio

  
Louis M. Frustaglio

  
Linda Frustaglio

  
Donna Crugnale-Reda

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <p style="text-align: center; font-size: x-small;">CERTIFICATE OF RECEIPT CERTIFICATE DE RIGORISE PEEL (NO. 43) BRAMPTON</p> <p style="text-align: center; font-size: x-small;">'96 AUG 15 PM 12 10</p> <p style="font-size: x-small;">New Property Identifiers</p> <p style="font-size: x-small;">Additional: See Schedule <input type="checkbox"/></p> <p style="font-size: x-small;">Executions</p> <p style="font-size: x-small;">Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/></p>	<p>(2) Page 1 of 4 pages</p>												
	<p>(3) Property Identifier(s) Block Property</p>													
	<p>(4) Nature of Document BY-LAW NO. 2 (Section 23 of the Condominium Act)</p>													
	<p>(5) Consideration</p> <p style="text-align: right;">Dollars \$</p>													
	<p>(6) Description</p> <p>All units and common elements comprising Peel Condominium Plan No. 526 City of Mississauga Regional Municipality of Peel Land Titles Division of Peel (No. 43) and their appurtenant common interests</p>													
	<p>(7) This Document Contains:</p> <p>(a) Redescription New Easement Plan/Sketch <input type="checkbox"/></p> <p>(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>													
	<p>(8) This Document provides as follows:</p> <p style="text-align: center; padding: 20px;">See attached Certificate and By-Law</p> <p style="text-align: right;">Continued on Schedule <input type="checkbox"/></p>													
<p>(9) This Document relates to Instrument number(s)</p>														
<p>(10) Party(ies) (Set out Status or Interest)</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:50%; text-align: left;">Name(s)</th> <th style="width:20%; text-align: left;">Signature(s)</th> <th style="width:30%; text-align: left;">Date of Signature</th> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">Y M D</td> </tr> </thead> <tbody> <tr> <td>PEEL CONDQMINIUM CORPORATION NO.. 526. Part:</td> <td style="text-align: center;"> Samuel Frustaglio President</td> <td style="text-align: center;">1996 07</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>			Name(s)	Signature(s)	Date of Signature			Y M D	PEEL CONDQMINIUM CORPORATION NO.. 526. Part:	 Samuel Frustaglio President	1996 07	.....	.....	.....
Name(s)	Signature(s)	Date of Signature												
		Y M D												
PEEL CONDQMINIUM CORPORATION NO.. 526. Part:	 Samuel Frustaglio President	1996 07												
.....	.....	.....												
<p>(11) Address for Service c/o Management Office, 5332 Highway No. 7, 2nd Floor, Woodbridge, Ontario, L4L 1T3</p>														
<p>(12) Party(ies) (Set out Status or Interest)</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:50%; text-align: left;">Name(s)</th> <th style="width:20%; text-align: left;">Signature(s)</th> <th style="width:30%; text-align: left;">Date of Signature</th> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">Y M D</td> </tr> </thead> <tbody> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>			Name(s)	Signature(s)	Date of Signature			Y M D	.....	.....	.....			
Name(s)	Signature(s)	Date of Signature												
		Y M D												
.....	.....	.....												
<p>(13) Address for Service</p>														
<p>(1) Municipal Address of Property 2350 Britannia Road West Mississauga, Ontario L5M 6A7</p>	<p>(15) Document Prepared by: Harvey Freedman Barrister and Solicitor 79 Shuter Street, Ste. 100 Toronto, Ontario M5B 1B3</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Fees and Tax</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Registration Fee</td> <td></td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td style="text-align: center;">Total</td> <td></td> </tr> </tbody> </table>	Fees and Tax		Registration Fee				Total					
Fees and Tax														
Registration Fee														
Total														


**THE CONDOMINIUM ACT**

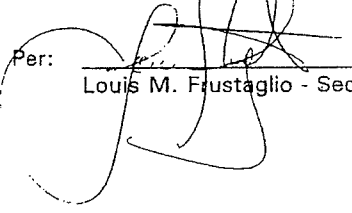
**CERTIFICATE**

**PEEL CONDOMINIUM CORPORATION NO. 526** hereby certifies that By-Law No. 1 attached hereto was made in accordance with the Condominium Act, being Chapter C-26 of the Revised Statutes of Ontario, 1990, and any amendments thereto, the Declaration and the By-Laws of the Corporation, and that the said By-Law No. 1 has not been amended and is in full force and effect.

**DATED** at Toronto, this 2nd day of August, 1996.

**PEEL CONDOMINIUM CORPORATION NO. 526**

Per:   
Samuel Frustaglio - President

Per:   
Louis M. Frustaglio - Secretary

11.4 Headings

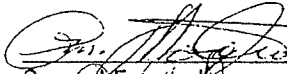
The headings in the body of this By-Law form no part thereof but shall be deemed to be inserted for convenience of reference only.

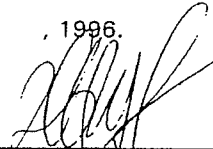
11.5 Alterations

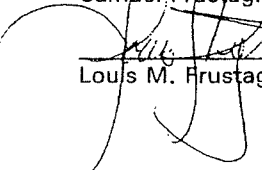
This By-Law or any part hereof may be varied, altered or repealed by a By-Law passed in accordance with the provisions of the Act, and the Declaration.

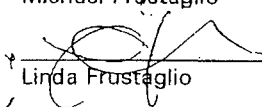
The foregoing By-Law Number 1 is hereby passed by the Directors of the Corporation pursuant to the Condominium Act of Ontario as evidenced by the respective signatures hereto of all the Directors.

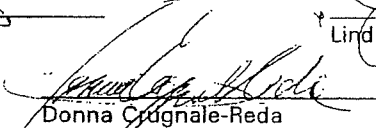
DATED this 2nd day of August, 1996.

  
\_\_\_\_\_  
Samuel Frustaglio

  
\_\_\_\_\_  
Michael Frustaglio

  
\_\_\_\_\_  
Louis M. Frustaglio

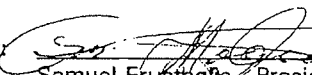
  
\_\_\_\_\_  
Linda Frustaglio

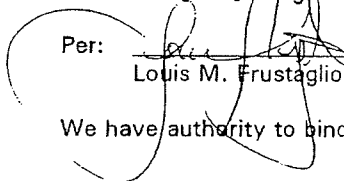
  
\_\_\_\_\_  
Donna Crugnale-Reda

The foregoing By-Law Number 1 is hereby confirmed without variation by the Declarant which owns 100% of the Units pursuant to the provisions of the Condominium Act.

Dated this 2nd day of August, 1996

SUGARBUSH (BRITANNIA) HOMES INC.  
(Declarant)

Per:   
\_\_\_\_\_  
Samuel Frustaglio - President

Per:   
\_\_\_\_\_  
Louis M. Frustaglio - Secretary

We have authority to bind the Corporation.



<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <p style="text-align: center; font-size: x-small;">CERTIFICATE OF RECEIPT CERTIFICAT DE RECEPISSE PEEL (NO) 200AMPTON</p> <p style="font-size: x-small;">1653933</p> <p style="font-size: x-small;">'96 AUG 15 PM 12 10</p> <p style="font-size: x-small;">New Property Identifiers</p> <p style="font-size: x-small;">Executions</p> <p style="font-size: x-small;">Additional: See Schedule <input type="checkbox"/></p> <p style="font-size: x-small;">Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/></p>	<p>(2) Page 1 of 15 pages</p>
	<p>(3) Property Identifier(s) Block Property</p> <p style="text-align: right; font-size: x-small;">Additional: See Schedule <input type="checkbox"/></p>	
	<p>(4) Nature of Document BY-LAW NO. 3 (Section 23 of the Condominium Act)</p>	
	<p>(5) Consideration</p> <p style="text-align: right;">Dollars \$</p>	
<p>(6) Description</p> <p>All units and common elements comprising Peel Condominium Plan No. 526 City of Mississauga Regional Municipality of Peel Land Titles Division of Peel (No. 43) and their appurtenant common interests</p>		
<p>(7) This Document Contains:</p> <p>(a) Redescription New Easement Plan/Sketch <input type="checkbox"/></p> <p>(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>		

(8) This Document provides as follows:

See attached Certificate and By-Law

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
PEEL CONDOMINIUM CORPORATION NO. 526	Samuel Frustaglio President	Y M D 1996 08 15

(11) Address for Service: c/o Management Office, 5332 Highway No. 7, 2nd Floor, Woodbridge, Ontario, L4L 1T3

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

(13) Address for Service

) Municipal Address of Property 2350 Britannia Road West Mississauga, Ontario L5M 6A7	(15) Document Prepared by: Harvey Freedman Barrister and Solicitor 79 Shuter Street, Ste. 100 Toronto, Ontario M5B 1B3	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="font-size: x-small;">Fees and Tax</th> </tr> </thead> <tbody> <tr> <td style="font-size: x-small;">Registration Fee</td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td style="text-align: right; font-size: x-small;">Total</td> <td> </td> </tr> </tbody> </table>	Fees and Tax		Registration Fee						Total	
Fees and Tax												
Registration Fee												
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PEEL CONDOMINIUM CORPORATION NO. 526

BY-LAW NO. 3

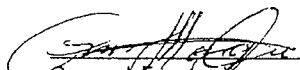
a By-law respecting the appointment  
of an Insurance Trustee.

Be it enacted as a By-law of Peel Condominium Corporation No. 526 (hereinafter referred to as "the Corporation" as follows:

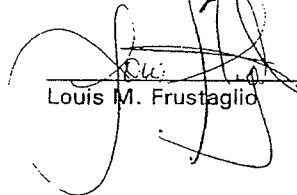
1. The Corporation shall at all times employ an Insurance Trustee.
2. The Insurance Trustee shall be entitled to such compensation and shall perform such duties and services as the board of directors of the corporation shall, from time to time, determine.
3. The Corporation hereby employs The Canada Trust Company to be such Insurance Trustee, on the terms and conditions and at the compensation as more particularly set for in the Insurance Trust Agreement a copy of is annexed hereto as Schedule "A".
4. All prior by-laws, resolutions and proceedings of the Corporation inconsistent therewith are hereby repealed, revoked and rescinded in order to give full force and effect to each and every provision of this by-law.

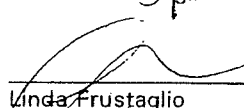
The foregoing By-law Number 3 is hereby passed by the Directors of the Corporation pursuant to the Condominium Act of Ontario as evidenced by the respective signatures hereto of all the Directors.

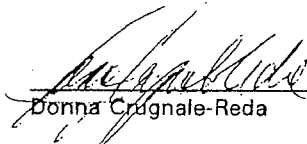
Dated this 2nd day of August, 1996

  
\_\_\_\_\_  
Samuel Frustaglio

  
\_\_\_\_\_  
Michael Frustaglio

  
\_\_\_\_\_  
Louis M. Frustaglio


  
\_\_\_\_\_  
Linda Frustaglio


  
\_\_\_\_\_  
Donna Crugnale-Reda

The foregoing By-Law No. 3 is hereby confirmed without variation by the Declarant which owns 100% of the Units pursuant to the provisions of the Condominium Act.

Dated this 2nd day of August, 1996

SUGARBUSH (BRITANNIA) HOMES INC.  
(Declarant)

Per:   
\_\_\_\_\_  
Samuel Frustaglio - President

Per:   
\_\_\_\_\_  
Louis M. Frustaglio - Secretary

We have authority to bind the Corporation

# Document General

Form 4 — Land Registration Reform Act

**D**

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <p style="text-align: center; font-size: x-large; font-weight: bold;">1155009</p> <p style="text-align: center; font-size: small;">CERTIFICATE OF RESCIFF CERTIFICATE OF RESCISSÉ PEEL (43) BRAMPTON</p> <p style="text-align: right; font-size: x-large; font-weight: bold;">'96 AUG 15 PM 12 10</p> <p style="font-size: small;">New Property Identifiers</p> <p style="font-size: x-small;">Additional: See Schedule <input type="checkbox"/></p> <p style="font-size: small;">Executions</p> <p style="font-size: x-small;">Additional: See Schedule <input type="checkbox"/></p>	(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of <u>23</u> pages		
	(3) Property Identifier(s)		Block	Property	Additional: See Schedule <input type="checkbox"/>
	(4) Nature of Document BY-LAW NO. 4 (Section 23 of the Condominium Act)				
	(5) Consideration  Dollars \$				
	(6) Description All units and common elements comprising Peel Condominium Plan No. 526 City of Mississauga Regional Municipality of Peel Land Titles Division of Peel (No. 43) and their appurtenant common interests				
	(7) This Document Contains:		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	

(8) This Document provides as follows:

See attached Certificate and By-Law

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D
PEEL CONDOMINIUM CORPORATION NO. 526	<i>Samuel Frustaglio</i> Samuel Frustaglio President	1996 08 04

(11) Address for Service: c/o Management Office, 5332 Highway No. 7, 2nd Floor, Woodbridge, Ontario, L4L 1T3

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

(13) Address for Service

(14) Municipal Address of Property 2350 Britannia Road West Mississauga, Ontario L5M 6A7	(15) Document Prepared by: Harvey Freedman Barrister and Solicitor 79 Shuter Street, Ste. 100 Toronto, Ontario M5B 1B3	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="font-size: x-small;">Fees and Tax</th> </tr> <tr> <td style="font-size: x-small;">Registration Fee</td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td style="font-weight: bold;">Total</td> <td> </td> </tr> </table>	Fees and Tax		Registration Fee						Total	
Fees and Tax												
Registration Fee												
Total												

**THE CONDOMINIUM ACT**


CERTIFICATE

PEEL CONDOMINIUM CORPORATION NO. 526 hereby certifies that the By-Law Number 3 attached hereto was made in accordance with the Condominium Act, being Chapter C-26 of the Revised Statutes of Ontario, 1990, and any amendments thereto, the Declaration and the By-laws of the Corporation, and the said By-law Number 3 has not been amended as is in full force and effect.

**DATED** at Toronto this 2nd day of August, 1996.

**PEEL CONDOMINIUM CORPORATION NO. 526**

Per: \_\_\_\_\_

  
Samuel Frustaglio - President

Per: \_\_\_\_\_

  
Louis M. Frustaglio - Secretary

PEEL CONDOMINIUM CORPORATION NO. 526

BY-LAW NO.4

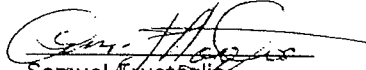
a By-Law respecting the appointment  
of a Property Manager

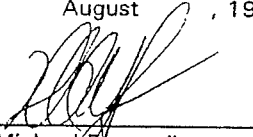
**BE IT ENACTED** as a By-law of Peel Condominium Corporation No. 526  
(hereinafter referred to as "the Corporation") as follows:

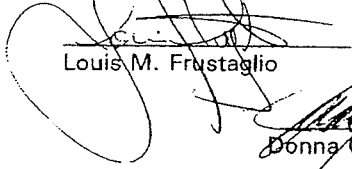
1. The Corporation shall at all times employ a professional Property Manager.
2. The Property Manager shall be entitled to such compensation and shall perform such duties and services as the board of directors of the Corporation shall, from time to time determine.
3. The Corporation hereby employs SAJ Property Management Ltd., to be such manager, on the terms and conditions and at the compensation as more particularly set forth in the Management Agreement, a copy of which is annexed hereto as Schedule "A".
4. All prior by-laws, resolutions and proceedings of the Corporation inconsistent herewith are hereby repealed, revoked and rescinded in order to give full force and effect to each and every provisions of this by-law.

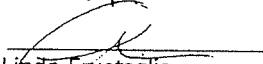
The foregoing By-Law Number 4 is hereby passed by the Directors of the Corporation pursuant to the Condominium Act of Ontario as evidenced by the respective signatures hereto of all the Directors.

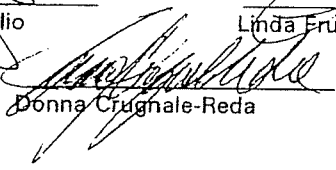
DATED this 2nd day of August, 1996.

  
Samuel Frustaglio

  
Michael Frustaglio

  
Louis M. Frustaglio

  
Linda Frustaglio

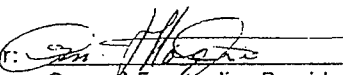
  
Donna Crugnale-Reda

**CERTIFICATE**

**PEEL CONDOMINIUM CORPORATION NO. 526** hereby certifies that By-Law No. 4 attached hereto was made in accordance with the Condominium Act, being Chapter C-26 of the Revised Statutes of Ontario, 1990, and any amendments thereto, the Declaration and the By-Laws of the Corporation, and that the said By-Law No. 4 has not been amended and is in full force and effect.

**DATED** at Toronto, this 2nd day of August, 1996.

**PEEL CONDOMINIUM CORPORATION NO. 526**

Per:   
Samuel Frustaglio -President

Per:   
Louis M. Frustaglio -Secretary

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <p style="text-align: center; font-size: x-large; font-weight: bold;">L T 1653940</p> <p style="text-align: center; font-size: small;">CERTIFICATE OF RECEIPT CERTIFICAT DE RECEPISSE PEEL (43) BRAMPTON</p> <p style="text-align: right; font-size: x-large; font-weight: bold;">'96 AUG 15 PM 12 10</p> <p style="font-size: small;">New Property Identifiers</p> <p style="font-size: x-small;">Additional: See Schedule <input type="checkbox"/></p> <p style="font-size: small;">Executions</p> <p style="font-size: x-small;">Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 5 pages</p> <p>(3) Property Identifier(s) Block Property Additional: See Schedule <input type="checkbox"/></p> <p>(4) Nature of Document BY-LAW NO. 5 (Section 23 of the Condominium Act)</p> <p>(5) Consideration  Dollars \$</p> <p>(6) Description <u>LEVEL 5</u> All units and <del>common elements</del> comprising Peel Condominium Plan No. 526 City of Mississauga Regional Municipality of Peel Land Titles Division of Peel (No. 43) and their appurtenant common interests</p> <p>(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>
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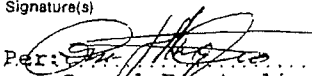
(8) This Document provides as follows:

See attached Certificate and By-Law

Continued on Schedule

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

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

Name(s)	Signature(s)	Date of Signature Y M D
PEEL CONDOMINIUM CORPORATION NO. 526	Per:  Samuel Frustaglio President	1996 08 08

(11) Address for Service: c/o Management Office, 5332 Highway No. 7, 2nd Floor, Woodbridge, Ontario, L4L 1T3

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

Name(s)	Signature(s)	Date of Signature Y M D

(13) Address for Service

<p>(14) Municipal Address of Property 2350 Britannia Road West Mississauga, Ontario L5M 6A7</p>	<p>(15) Document Prepared by: Harvey Freedman Barrister and Solicitor 79 Shuter Street, Ste. 100 Toronto, Ontario M5B 1B3</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="font-size: x-small;">Fees and Tax</th> </tr> <tr> <td style="font-size: x-small;">Registration Fee</td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td style="text-align: right; font-weight: bold;">Total</td> <td> </td> </tr> </table>	Fees and Tax		Registration Fee						Total	
Fees and Tax												
Registration Fee												
Total												

## COMPLIANCE AGREEMENT

This Agreement made the 2nd day of August, 1996.

### BETWEEN:

**SUGARBUSH (BRITANNIA) HOMES INC.**, a corporation  
incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "Declarant")

### OF THE FIRST PART

- and -

**PEEL CONDOMINIUM CORPORATION NO.526** a  
corporation created pursuant to the Condominium Act,  
R.S.O., 1990, Chapter C.26

(hereinafter referred to as the "Corporation")

### OF THE SECOND PART

**WHEREAS** the Declarant is the declarant of the lands encompassed by  
Peel Condominium Plan No. 526 (the "Lands");

**AND WHEREAS** the Corporation has been created in respect of a  
townhouse development (the "Condominium") consisting of Seventy Two (72)  
residential townhouses (the "Development");

**AND WHEREAS** the Declarant and other related corporations have  
entered into various development, site plan and similar agreements (the "Development  
Agreements") with the City of Mississauga and the Regional Municipality of Peel as  
a prerequisite to obtaining approval for the construction of the Condominium and the  
Development;

**AND WHEREAS** the Development Agreements contained various  
obligations to maintain the installations, services and amenities described in the  
Development Agreements;

**AND WHEREAS** the declaration, by laws, rules and agreements of the  
Condominium may restrict the uses that may be made of the Condominium and the  
Lands;

**NOW THEREFORE** in consideration of the mutual premises, terms and  
covenants herein contained, and in consideration of the sum of **TWO DOLLARS**  
(\$2.00) now paid by each party to the other (the receipt and sufficiency of which is  
hereby acknowledged by each of them) and for other good and valuable consideration,  
the parties hereto agree as follows:

1. The Corporation covenants and agrees to maintain, replace and repair,  
as necessary, from time to time during the term hereof, in the manner  
required, all works, facilities and installations described in the  
Development Agreements as are situate within the Lands and which the  
Declarant covenanted to undertake, provide and/or maintain pursuant to  
the terms of the Development Agreements.
2. The Corporation covenants and agrees with the Declarant to maintain,  
repair and replace in a first class condition, after its initial installation by



PEEL CONDOMINIUM CORPORATION NO.526


BY-LAW NO. 5

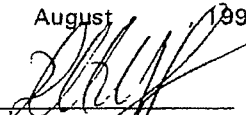
**BE IT ENACTED** as a By-law of Peel Condominium Corporation No. (hereinafter referred to as the "Corporation") as follows:

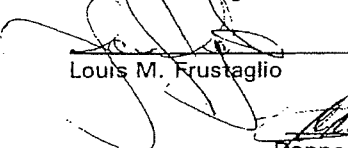
**THAT** the President and the Secretary enter into a Compliance Agreement with Sugarbush (Britannia) Homes Inc., regarding the assumption of responsibilities under agreements with the Region and Municipality with respect to the Corporation's property. A copy of the Compliance Agreement is attached hereto as Schedule "A".

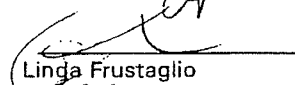
The foregoing By-Law Number 5 is hereby passed by the Directors of the Corporation pursuant to the Condominium Act of Ontario as evidenced by the respective signatures hereto of all the Directors.

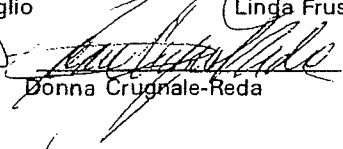
DATED this 2nd day of August 1996.

  
\_\_\_\_\_  
Samuel Frustaglio

  
\_\_\_\_\_  
Michael Frustaglio

  
\_\_\_\_\_  
Louis M. Frustaglio

  
\_\_\_\_\_  
Linda Frustaglio

  
\_\_\_\_\_  
Donna Crugnale-Reda

The undersigned, which owns 100% of the units, hereby confirms, pursuant to the provisions of the Condominium Act, the foregoing By-law No. 5 of the said Corporation signed by all of the directors of the said Corporation as By-law No. 5 hereto pursuant to the provisions of the said Condominium Act on the 2nd day of August, 1996.

Dated this 2nd day of August, 1996

SUGARBUSH (BRITANNIA) HOMES INC.  
(Declarant)

Per:   
\_\_\_\_\_  
Samuel Frustaglio - President

Per:   
\_\_\_\_\_  
Louis M. Frustaglio - Secretary

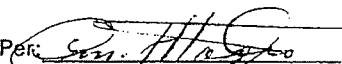
We have authority to bind the Corporation.


the Declarant or its related companies, all those installations comprising the common elements of the Condominium.

3. The Corporation covenants that it shall fully and completely enforce the provisions contained in the declaration, by-laws and rules and in the event that it fails to do so, it hereby appoints the Declarant its lawful attorney to enforce such matters for and on its behalf.
4. The Corporation acknowledges that the Declarant or its related companies would be severely prejudiced if the Corporation were to breach its obligations to maintain, repair and replace the works facilities and installations described in the Development Agreements or comprising the common elements of the Condominium. In addition, the Declarant or its related companies would be severely prejudiced if the provisions of the declaration, by-laws and rules pertaining to the maintenance and use of the Condominium were to be breached by either the Corporation or any of the unit owners from time to time. Accordingly, the Corporation indemnifies and saves the Declarant and its related companies, harmless from any cost, expense, damage or liability that may be suffered as a result of the Corporation failing to comply with any covenant contained in this agreement, either in whole or in part.
5. The provisions of this agreement are intended to run with the real property burdened thereby, namely the units and common elements comprising Peel Condominium Plan No. 526, and shall be binding on the Corporation, the unit owners and the respective successors in title thereof.
6. This agreement shall not be terminated other than by the consent of the parties hereto, and may only be terminated upon the mutual consent of both parties.
7. This agreement shall be construed with all changes of number and gender required by the context.

**IN WITNESS WHEREOF** the parties have affixed their respective corporate seals, duly attested to by the hands of their respective signing officers, duly authorized in that regard.

**SUGARBUSH (BRITANNIA) HOMES INC.**

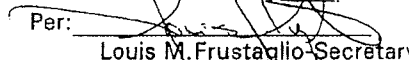
Per:   
Samuel Frustaglio - President

Per:   
Michael Frustaglio - Secretary

We have authority to bind the Corporation

**PEEL CONDOMINIUM CORPORATION NO. 526**

Per:   
Samuel Frustaglio - President

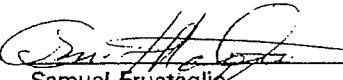
Per:   
Louis M. Frustaglio - Secretary

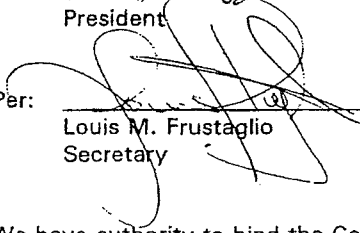
**CERTIFICATE**

Peel Condominium Corporation No. 526 hereby certifies that the By-law No. 5 attached hereto was made in accordance with the Condominium Act, R.S.O., 1990, C.C.26, and any amendments thereto, the Declaration and the By-laws of the Corporation, and the said By-law No. 5 has not been amended and is in full force and effect.

**DATED** as of the 2nd day of August, 1996.

**PEEL CONDOMINIUM CORPORATION NO. 526**

Per:   
Samuel Frustaglio  
President

Per:   
Louis M. Frustaglio  
Secretary

We have authority to bind the Corporation

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <p style="font-size: 2em; text-align: center;">LT 1650041</p> <p style="text-align: center;">CERTIFICATE OF RECEIPT CERTIFICAT DE REÇUISSE PEEL (43) BRAMPTON</p> <p style="text-align: center;">*99 AUG 15 PM 12 11</p> <p style="font-size: small;">New Property Identifiers</p> <p style="font-size: small;">Additional: See Schedule <input type="checkbox"/></p> <p style="font-size: small;">Executions</p> <p style="font-size: small;">Additional: See Schedule <input type="checkbox"/></p>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 1 pages
	(3) Property Identifier(s) _____ Block _____ Property _____	Additional: See Schedule <input type="checkbox"/>
	(4) Nature of Document BY-LAW NO. 6 (Section 23 of the Condominium Act)	
	(5) Consideration  Dollars \$ _____	
	(6) Description <b>UNITS</b> All units and <del>common elements</del> comprising Peel Condominium Plan No. 526 City of Mississauga Regional Municipality of Peel Land Titles Division of Peel (No. 43) and their appurtenant common interests	
	(7) This Document Contains: <input type="checkbox"/>	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>

(8) This Document provides as follows:

See attached Certificate and By-Law

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s) PEEL CONDOMINIUM CORPORATION NO. 526	Signature(s)  Samuel Feustaglio President	Date of Signature Y M D 1996 07 08

(11) Address for Service: c/o Management Office, 5332 Highway No. 7, 2nd Floor, Woodbridge, Ontario, L4L 1T3

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

(13) Address for Service: \_\_\_\_\_

(14) Municipal Address of Property 2350 Britannia Road West Mississauga, Ontario L5M 6A7	(15) Document Prepared by: Harvey Freedman Barrister and Solicitor 79 Shuter Street, Ste. 100 Toronto, Ontario M5B 1B3	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="font-size: small;">Fees and Tax</th> </tr> <tr> <td style="font-size: small;">Registration Fee</td> <td style="width: 50px;"></td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td><b>Total</b></td> <td> </td> </tr> </table>	Fees and Tax		Registration Fee						<b>Total</b>	
Fees and Tax												
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PEEL CONDOMINIUM CORPORATION NO. 526

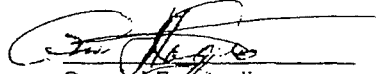
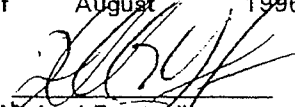
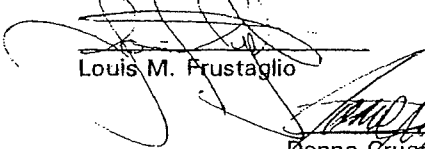
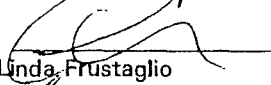
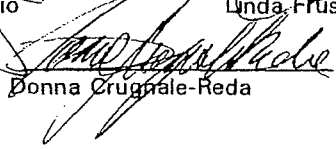
BY-LAW NO. 6

**BE IT ENACTED** as a By-law of Peel Condominium Corporation No.526 (hereinafter referred to as the "Corporation") as follows:

**THAT** the President and the Secretary enter into a Roadway Agreement with Sugarbush (Britannia) Homes Inc., regarding a shared internal roadway situate on the Corporation's property. A copy of the ~~Company's~~ Agreement is attached hereto.  
ROADWAY

The foregoing By-Law Number 6 is hereby passed by the Directors of the Corporation pursuant to the Condominium Act of Ontario as evidenced by the respective signatures hereto of all the Directors.

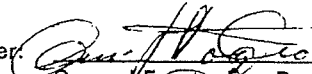
DATED this 2nd day of August 1996.


 _____ Samuel Frustaglio	 _____ Michael Frustaglio
 _____ Louis M. Frustaglio	 _____ Linda Frustaglio
 _____ Donna Crugnale-Reda	

The undersigned, which owns 100% of the units, hereby confirms, pursuant to the provisions of the Condominium Act, the foregoing By-law No. 6 of the said Corporation signed by all of the directors of the said Corporation as By-law No. 6 hereto pursuant to the provisions of the said Condominium Act on the 2nd day of August, 1996.

Dated this 2nd day of August, 1996

SUGARBUSH (BRITANNIA) HOMES INC.  
(Declarant)

Per:   
\_\_\_\_\_  
Samuel Frustaglio - President

Per:   
\_\_\_\_\_  
Louis M. Frustaglio - Secretary

We have authority to bind the Corporation.

Schedule "A"

**ROADWAY AGREEMENT**

THIS AGREEMENT made as of the 2nd day of August , 1996.

BETWEEN:

**PEEL CONDOMINIUM CORPORATION NO. 526**, a condominium corporation created by the registration of the declaration and description on the 2nd day of August 1996 in the Land Registry Office for the Land Titles Division of Peel at Brampton (No. 43) (the "Registry Office"), as Instrument No. LT1652121,

(hereinafter called "Phase 1" or the "Corporation" or the "Condominium")

OF THE FIRST PART;

- and -

**SUGARBUSH (BRITANNIA) HOMES INC.**, a corporation incorporated under the laws of the Province of Ontario,

(hereinafter called the "Declarant" or "Sugarbush")

OF THE SECOND PART.

WHEREAS:

A. Phase 1 is a condominium corporation being composed of all of the units and common elements of Peel Condominium Plan No. 526 registered in the Registry Office (the "Phase 1 Lands").

B. Sugarbush is the owner of the lands abutting the Phase 1 lands on which it has the current intention to construct and develop a low-rise townhouse condominium project and to register same as a separate condominium corporation ("Phase 2" or the "Adjacent Condominium Corporation").

C. The Corporation and the Adjacent Condominium Corporation are collectively referred to as the "Two Condominium Corporations").

D. That part of the internal roadway lying to the south-east and south of Phase 2 and being shown cross hatched on the sketch annexed hereto as Schedule "A" and being described as Parts 2 and 3 on Reference Plan 43R-21655 is a private roadway located upon Phase 1 (the "Roadway").

E. The Roadway is subject to an easement and right-of-way in favour of The Corporation of The City of Mississauga and its successors and assigns for the purposes of pedestrian and vehicular access to and from Phase 2 and Britannia Road West.

F. It is acknowledged that Sugarbush is entering into this agreement on behalf of the Adjacent Condominium Corporation on the express understanding that as soon as the Adjacent Condominium Corporation is registered as a separate condominium corporation, the Adjacent Condominium Corporation shall thereupon automatically assume all covenants and obligations of Sugarbush contained herein as if it were an original party hereto and concomitantly Sugarbush shall thereupon be

automatically released and relieved from any further obligations and/or liabilities arising under this agreement and/or any successor agreement thereto.

G. The parties wish to enter into this agreement to confirm the easements and rights-of-way over the parts of the Roadway located on the Phase 1 lands and to confirm their respective rights and obligations with respect thereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration of the sum of Ten Dollars (\$10.00) of lawful money of Canada now paid by each of the parties thereto to the other, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties hereto covenant and agree to and with each other as follows:

**ARTICLE 1 - TRUTH OF RECITALS AND DEFINITIONS**

- 1.1 The recitals hereinbefore set forth are true in substance and in fact.
- 1.2 (a) Save and except as hereinafter specifically provided to the contrary, the capitalized terms used herein shall have the same meanings as are ascribed to them in the declaration of Phase 1.
- (b) Whenever the term "Owner" or "Owned" or any similar expression is used in conjunction with a reference to a party bound by this agreement, such terms shall mean in the case of the Condominium Corporation, the operation of the property contained within the Condominium Corporation's condominium plan and description, by that Condominium Corporation.
- (c) "Proportionate Share" shall mean the respective share of the Roadway Costs to be borne and paid for by each of the Two Condominium Corporations. Prior to the obtaining of a building permit for any permanent structure on the Phase 2 lands, the Proportionate Share of Phase 1 shall be one hundred percent (100%) and the Proportionate Share of Phase 2 shall be zero. Upon the obtaining of a building permit for any permanent structure on the Phase 2 lands, the proportionate share of Phase 1 and Phase 2 thereafter shall be based upon the proportion that the total number of the townhouse units in each of Phase 1 and Phase 2 respectively bears to the total number of townhouse units in both Phases 1 and 2. Based upon the current projections of Sugarbush, the Proportionate Share of Phase 1 from and after the obtaining of a building permit for any permanent structure on Phase 2 will be 92.3% based on 72 townhouse units for Phase 1 and the Proportionate Share of Phase 2 will be 7.7% based upon 6 townhouse units for Phase 2.

**ARTICLE 2 - REPAIR AND MAINTENANCE OF THE ROADWAY**

2.1 The corporation shall maintain and repair the Roadway to the standard for a local private residential roadway and shall be solely responsible for the proper maintenance, repair and insurance for the Roadway, including without limitation pedestrian sidewalks, if any, curbs and street lighting, and otherwise to the requirements more particularly set out in the Phase 1 Declaration (the "Roadway Costs").

2.2 From and after the obtaining of a building permit for any permanent structures on the Phase 2 lands only ("Permit Date"), Sugarbush shall pay annually to the Corporation commencing twelve (12) months following Permit Date (and annually thereafter on the anniversary of the Permit Date), the Phase 2 Proportionate Share of the annual Roadway Costs within thirty (30) days after delivery to it of evidence satisfactory to it, acting reasonably, substantiating the Roadway Costs. Upon registration of the Phase 2 condominium, the Adjacent Condominium Corporation shall thereafter be responsible for the Phase 2 Proportionate Share of the Roadway Costs and Sugarbush shall be forever released and relieved from any obligations in this regard.

2.3 Phase 1, Phase 2 and Sugarbush covenant and agree to pay their Proportionate Share of the Roadway Costs in accordance with the provisions of this Agreement within thirty (30) days after a request is made therefore, together with such reasonable evidence substantiating such costs. Interest at the rate of five percent (5%) above the Bank of Montreal prime rate of interest quoted from time to time, shall be payable commencing thirty (30) days after the date of request for payment. In addition to interest, any party owing their Proportionate Share of the Roadway Costs shall also be liable to pay all collection charges incurred in collecting the Proportionate Share, including without limitation, all legal costs on a solicitor and client basis, incurred in such collection proceedings.

#### ARTICLE 3 - EASEMENT PROVISIONS

3.1 The Corporation grants and/or confirms the prior granting of, to Sugarbush, the easements, rights and rights in the nature of easements to give effect to this Agreement.

#### ARTICLE 4 - EASEMENTS GENERALLY

4.1 Phase 1 and the Phase 1 occupants and/or Phase 2 and the Phase 2 occupants in exercising their rights to any easement, right or license herein referred to shall act in a prudent and reasonable manner so as to minimize undue interference occasioned to the other party or parties burdened by such easement, right or license. Each of the parties to this agreement covenants and agrees not to permit or allow any unit owners or their respective residents, tenants and invitees to interfere with, disturb or restrict any easement or right hereby granted.

4.2 It is expressly understood and agreed that the easements, rights or licenses hereinbefore referred to shall be limited in their exercise scope and enjoyment by the terms, conditions or restrictions set forth in this agreement.

4.3 Each of the parties hereto covenants and agrees to execute any further documents, assurances, indentures and transfers if required to grant, transfer, convey or confirm any or all of the easements, rights and licences purported to be confirmed by this agreement, including any documents required to surrender easements or its being extinguished or replaced, or to grant, transfer or convey new easements or rights as contemplated in this agreement.

#### ARTICLE 5 - INSURANCE

5.1 The Roadway shall at all times be insured by the Corporation in accordance with the Phase 1 Declaration. Without restricting the generality of the



foregoing, the insurance policy shall contain the following provisions:

- (a) waivers of subrogation against any condominium corporation or any unit owners of any unit within the Two Condominium Corporations or their tenants and occupants and the manager of the Two Condominium Corporations except for damage arising out of arson or fraud;
- (b) provisions prohibiting its cancellation or substantial modification without at least sixty (60) days written notice by registered mail to all parties whose interests appear thereon and to any insurance trustee;
- (c) waivers of defence based on co-insurance or invalidity arising from any act, omission or breach of statutory conditions by the insured; and
- (d) waiver of the insurer's right to repair, rebuild or replace in the event that after damage the government of the Two Condominium Corporations are terminated.

5.2 Nothing in this agreement shall be construed to prohibit either one of the condominium corporations or the Declarant from arranging for other insurance coverage other than as specified in this agreement and the premium therefore shall be paid at the sole cost and expense of the parties so arranging.

#### ARTICLE 6 - FORCE MAJEURE

6.1 Whenever, and to such extent that, any party hereto is prevented, hindered or delayed in the fulfilment of any obligation hereunder, or in the doing of any work or the making of any repairs or replacement by reason of force majeure, then that party's liability to perform such obligation shall be postponed, and such party shall be relieved from any liability in damages or otherwise for breach thereof, for so long as and to the extent that such prevention, hindering or delay continues to exist. The term "force majeure" means any war or other similar catastrophe, act of the Queen's enemies, riot or insurrection, or any other matter beyond the control of the parties.

#### ARTICLE 7 - CERTIFICATE OF COMPLIANCE

7.1 The parties hereto hereby covenant and agree that, at any time during the term of this agreement, and within ten (10) days after written request, by any condominium corporation, or by any other person (hereinafter collectively referred to as the "Requesting Party"), they shall execute and deliver to the Requesting Party, a certificate stating and confirming:

- (a) whether this agreement or any supplementary, replacement and/or counterpart agreement hereto (the "Replacement Agreement"), has been modified and if so, the nature of such modifications, and confirming that it is in full force and effect;
- (b) any existing default by either condominium corporation or any other party under this agreement or Replacement Agreement within its knowledge, specifying the nature and extent thereof and in particular, whether any condominium corporation or the Declarant has paid its Proportionate Share and/or any other costs or expenses it is required to pay hereunder; and

- (c) whether the condominium corporation or Declarant executing such Certificate has performed or caused to be performed, or is then performing or causing to be performed, any maintenance, repair or other work, or is making or has made any payment, the cost of which such condominium corporation or Declarant will, pursuant to this agreement, be entitled to charge in whole or in part to the other party, but has not yet charged same to such other party.

7.2 The Certificate of Compliance as set forth in this article, may be pleaded and shall constitute a complete defence by the Requesting Party to any action brought, or to any claim that is inconsistent with the facts recited in the said Certificate.

#### ARTICLE 8 - ARBITRATION

8.1 The validity, construction and performance of this agreement shall be governed by the laws of the Province of Ontario, and any dispute that may arise under or in relating to this agreement, including its validity, construction or performance, shall be determined by arbitration upon application to a single judge of the Supreme Court of Ontario in accordance with, and pursuant to, the provisions of The Arbitrations Act of Ontario, R.S.O. 1990, as amended, and the arbitrator's decision shall be final and binding upon the parties hereto and upon their respective successors and assigns, and shall not be subject to appeal.

#### ARTICLE 9 - DECLARATION OF RECIPROCAL BENEFIT

9.1 The parties hereby expressly declare that it is their mutual intention and agreement, to have the principles of reciprocal benefit and burden apply to their relationship, and as such, Phase 1 and Phase 2 hereby acknowledge and agree that the easements, rights and privileges hereinbefore set forth establish a basis for the mutual and reciprocal use and enjoyment of the lands which are the subject matter of the easements. As integral and material consideration for the continuing enjoyment of (and the right to the use and enjoyment by each of the condominium corporations of) such easements, rights and privileges as are confirmed in this agreement, each condominium corporation hereby covenants and agrees to assume the burdens and obligations imposed on such party as set forth herein, and agrees to be bound by each and every one of the covenants made by them in this agreement.

#### ARTICLE 10 - COMPLIANCE WITH LAW

10.1 Each of the condominium corporations and the Declarant, in performing their respective obligations and exercising their respective rights under this agreement, covenants and agrees to comply with all rules, laws, orders, ordinances, regulations and requirements of any governmental authority having jurisdiction over the Phase 1 Lands and the Phase 2 Lands.

#### ARTICLE 11 - CONSTRUCTION LIENS

11.1 Each of the parties hereto covenants and agrees to forthwith make any required payment of filing of any security, so as to forthwith remove any construction lien which encumbers the easement lands, by no later than thirty (30) days after receipt of the written request by any of the parties hereto, and if not done within 30

days of such receipt, such other party may make the payment required to remove such construction lien on the defaulting party's behalf.

**ARTICLE 12 - FURTHER ASSURANCES**

12.1 The parties hereto hereby covenant and agree to forthwith execute all further documents, instruments and assurances as may be necessary or required in order to carry out the true intent of these presents, and to register this agreement (or notice thereof) against the title to the Phase 1 Lands and the Phase 2 Lands. Moreover, Phase 1 specifically covenants and agrees to execute, forthwith upon the request of Sugarbush following the registration of Phase 2:

- (a) a further or supplementary reciprocal agreement between Phase 1 and Phase 2, with such further or supplementary agreement pertaining to (and generally confirming) those matters and details more particularly set out herein, and containing such additional provisions as Sugarbush may deem necessary or desirable in order to more accurately reflect the co-existence of the Two Condominium Corporations with respect to the shared easements, but in no case derogating in any material respect from the overall nature and intent of this agreement; and
- (b) such documents, releases and assurances as Sugarbush may require in order to evidence and confirm the cessation of Sugarbush's obligations and liabilities hereunder, and the release of all claims by Phase 1 against Sugarbush arising from, or in connection with, this agreement.

**ARTICLE 13 - SUCCESSORS AND ASSIGNS**

13.1 This agreement shall enure to the benefit of, and be correspondingly binding upon, the parties hereto and their respective successors and assigns.

13.2 Notwithstanding anything provided in this agreement to the contrary, it is expressly understood and agreed by the parties hereto that:

- (a) any reference to Phase 1 in this agreement, where the context pertains to the use or enjoyment of an easement (or some other right, benefit or interest) shall be deemed to include Peel Condominium Corporation No. 526 and its respective tenants, licensees and invitees; and
- (b) any reference to Sugarbush or Phase 2 in this agreement, where the context pertains to the use or enjoyment of an easement (or some other right, benefit or interest) shall specifically include Sugarbush and its successors and assigns and the condominium corporation which Sugarbush intends to create on the Phase 2 Lands, and their duly authorized agents, representatives, employees, contractors and/or subcontractors, together with all of the unit owners of said condominium corporation, and their respective tenants, licensees and invitees.

13.3 It is intended, notwithstanding the actual date of execution of this agreement by the parties hereto, that this agreement, and its terms and provisions, shall take effect from the date of registration of the declaration of Phase 1, namely August 2, 1996 which shall constitute the effective date of this agreement.

13.4 Sugarbush further covenants and agrees that upon the registration of

Phase 2, as the declarant thereof, it shall cause Phase 2 to ratify this agreement, and to be bound by all the terms, provisions and conditions contained herein, as if such condominium corporation had been an original party hereto in the place and stead of Sugarbush. Moreover, notwithstanding anything provided in this agreement to the contrary, as and when Phase 2 is registered, Sugarbush shall be automatically released and forever discharged from all of its covenants, obligations and liabilities arising under this agreement.

**ARTICLE 14 - MISCELLANEOUS PROVISIONS**

14.1 This agreement is subject to compliance with the subdivision and part-lot control provisions of The Planning Act R.S.O. 1990, as amended.

14.2 The headings used throughout the body of this agreement form no part hereof, but shall be deemed to be inserted for convenience of reference only.

14.3 This agreement shall be read and construed with all changes in gender and/or number as may be required by the context.

14.4 If any clause or section of this agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, then such clause or section shall be considered separate and severable from the rest of this agreement, and the remaining provisions hereof shall remain in full force and effect, and shall continue to be binding upon the parties hereto as though the said illegal or unenforceable clause or section had never been included.

14.5 This agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same agreement.

**ARTICLE 15 - TERMINATION OF CONDOMINIUM**

15.1 On the termination of any of the Two Condominium Corporations pursuant to the Act, the unit owners of the Condominium Corporation so terminated, shall be jointly and severally liable to comply with all obligations and covenants of such Condominium Corporation in this agreement and will execute such further assurances as may be deemed necessary or desirable by the other condominium corporation to give full force and effect to this paragraph.

**ARTICLE 16 - REGISTRATION OF THIS AGREEMENT**

16.1 The parties hereto hereby consent to the registration of this agreement against the title to the Phase 1 Lands and the Phase 2 Lands, and hereby acknowledge, confirm and agree that this agreement shall be deemed and construed to run with the title to each of the Phase 1 Lands and the Phase 2 Lands, respectively.

**ARTICLE 17 - NOTICE PROVISIONS**

17.1 All notices, requests, demands or other communications by the terms hereof required, or permitted to be given by one party to another, shall be given in writing by personal delivery or by telefax or by registered mail, postage prepaid, addressed to the other party or delivered to such other party as follows:

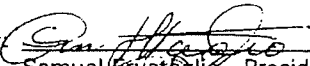
- (a) To Phase 1 at: 5332 Highway No. 7  
Second Floor  
Woodbridge, Ontario  
L4L 1T3
- (b) To Phase 2 at: 5332 Highway No. 7  
Second Floor  
Woodbridge, Ontario  
L4L 1T3
- (c) To Sugarbush at: 5332 Highway No. 7  
Second Floor  
Woodbridge, Ontario  
L4L 1T3


or at such other address as may be given by any of them to the others in writing from time to time, and such notices shall be deemed to have been received when delivered or telefaxed, or if mailed, on the second business day after the mailing thereof; provided that if any such notice, demand, acceptance or other communication shall have been mailed and if regular mail service shall be interrupted by strike or other irregularities on or before the second business day after the mailing thereof, such notices, requests, demands, acceptances and other communications shall be deemed to have been received on the same business day following the delivery or telefax of such notice, request, demand or other communication as the case may be.

IN WITNESS WHEREOF the parties have hereunto caused to be affixed their corporate seals, duly attested to by their respective proper signing officers authorized in that behalf this 2nd day of August, 1996.

IN WITNESS WHEREOF the parties hereto, have executed this agreement.

) PEEL CONDOMINIUM CORPORATION  
) NO. 526


) Per:   
) Samuel Frustaglio - President

)  
) Per:   
) Louis M. Frustaglio - Secretary

) We have authority to bind the  
) Corporation.

) SUGARBUSH (BRITANNIA) HOMES  
) INC.

) Per:   
) Samuel Frustaglio - President

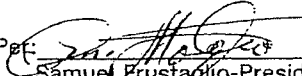
) Per:   
) Louis M. Frustaglio - Secretary  
) We have authority to bind the  
) Corporation.

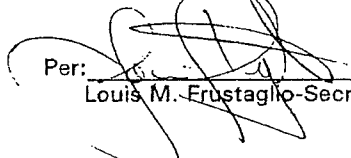
**CERTIFICATE**

Peel Condominium Corporation No. 526 hereby certifies that the By-law No. 6 attached hereto was made in accordance with the Condominium Act, R.S.O., 1990, C.C.26, and any amendments thereto, the Declaration and the By-laws of the Corporation, and the said By-law No. 6 has not been amended and is in full force and effect.

**DATED** as of the 2nd day of August, 1996.

**PEEL CONDOMINIUM CORPORATION NO. 526**

Per:   
Samuel Frustaglio-President

Per:   
Louis M. Frustaglio-Secretary

We have authority to bind the Corporation