HALTON VACANT LAND CONDOMINIUM CORPORATION NO.

DECLARATION

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

WALKERS GREEN RESIDENCES LIMITED
(hereinafter collectively called the "**Declarant**")

WHEREAS the Declarant is the Owner in fee simple of lands and premises more particularly described in **Schedule "A"** and in the Description submitted herewith by the Declarant for registration in accordance with section 8 of the Act;

AND WHEREAS the Declarant intends that the said lands, the interests appurtenant thereto and the structures and improvements thereon (if any), all as described in the Description, shall be governed by the Act;

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

A. INTRODUCTORY

1) **Definitions**: All terms and words used herein which are defined in the Act shall have ascribed to them the meanings as set out in the Act, as amended from time to time, unless the context or this Agreement otherwise requires.

2) ***Condominium Act, 1998***: The lands and the interests appurtenant to the lands described in the Description and described in Schedule "A" (the "**Property**") shall be governed by the Act and any amendments thereto.

3) **Type of Condominium**: The Condominium Corporation created by the registration of this Declaration shall be a Freehold Vacant Land Condominium Corporation.

4) **Consent of Encumbrancers**: The consent of every person having a registered mortgage against the land or interests appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.

5) **Boundaries of Units and Monuments:** The monuments controlling the extent of the Units are those referred to as the boundaries of Units in Schedule "C" attached hereto and illustrated with heavy lines on Sheet 1 of the Description.

Notwithstanding the said monuments, but subject to the provisions of any Complex Facilities Agreement applicable to the Corporation or its Units or any Common Elements thereof:

(a) any portion of any dwelling or other structure or improvement constructed or erected within the boundaries of a Unit, except as specifically provided otherwise by this Declaration, shall form part of that Unit;

(b) any sewer mains, water mains or pipes (from the shut off valve or main line tee), or any wires, cables, conduits, ducts, equipment or fixtures, including any heating and air-conditioning equipment, which serve exclusively, or provide services exclusively, to one Unit only, shall form part of that Unit, whether the same are located within or beyond the boundaries established for that Unit;

(c) any sewer mains, water mains or pipes (from the shut off valve or main line tee), or any wires, cables, conduits, ducts and any other above grade or below grade works, equipment, fixtures or services (including but not limited to any fire hydrants, street lighting standards, transformers and hydro vaults) which serve, or provide services to, more than one Unit, shall form part of the Common Elements, whether the same are located within or beyond the boundaries established for any Unit;

(d) any storm sewers draining catch basins, and any catch basins, shall form part of the Common Elements, whether the same are located within or beyond the boundaries established for any Unit;

(e) any entrance walls and/or entrance features, and retaining walls (but not including perimeter boundary fencing), if applicable, as illustrated on both or either of a Site Plan or condominium subdivision agreement with respect to the Property approved by The Corporation of the City of Burlington or Regional Municipality of Halton pursuant to the *Planning Act* of Ontario or the Draft Plan of Condominium approved for the Property pursuant to the Act shall form part of the Common Elements, whether the same are located within or beyond the boundaries established for any Unit.

6) **Common Interests and Common Expenses:** Each Owner shall have an undivided interest in the Common Elements as a tenant-in-common with all other Owners and shall contribute to the Common Expenses in the proportions set forth opposite each Unit number in **Schedule "D"** attached hereto. Common Elements shall be located as shown on Pages 1 to 3 of the Description.

7) **Address for Service and Mailing Address of the Corporation:** The Corporation's address for service shall be **1831 Walkers Line, Unit 3, Burlington, Ontario L7M 0H6** or such other address as the Corporation may by resolution of the Board of Directors (the "**Board**") determine and the mailing address of the Corporation shall be **1831 Walkers Line, Unit 3, Burlington, Ontario L7M 0H6** or such other address as the Corporation may by resolution of the Board determine.

8) **Reserve Fund:** The Corporation shall set up a fund in a special account for major repair and replacement of Common Elements and assets of the Corporation in accordance with the Act and the By-Laws of the Corporation. In addition to a general reserve fund, the Corporation may set up a separate fund in a separate special account for major repair and replacement of works, improvements and any other component of shared rights, obligations, infrastructure, easements, facilities or works required of the Corporation under the Complex Facilities Agreement as determined from time to time.

9) "**Access Rights"** means any agreement from time to time between i) the Declarant or related entity and ii) the Corporation or its Owners, which provides access, ingress or egress to and from Upper Middle Road to the Complex Lands or any part thereof and the fees, obligations and rights contained therein.

10) **"Corporation"** means the Condominium Corporation created by the registration of this Declaration.

11) **"Complex Facilities Agreement"** means that certain complex reciprocal agreement dated October 21, 2022, as may be amended, restated or replaced from time to time, between Halton Standard Condominium Corporation No. 751 ("**HSCC 751**") and the Declarant in its various capacities as owner of the Complex Lands (as defined therein) and which governs the parties' rights and obligations in, among other things, the Complex Shared Facilities.

12) **"Complex Lands"** means collectively the lands owned by HSCC 751 and the Property.

13) **"Complex Shared Facilities"** has the meaning in the Complex Facilities Agreement.

14) **"Complex Shared Facilities Committee"** has the meaning in the Complex Facilities Agreement.

15) **"Geothermal Agreements"** means those certain agreements providing solar, geothermal and related works, improvements, services and function to the Complex Lands, or any part of them, including, without limitation, the Solar Photovoltaic Generating System Lease Agreement (dated October 21, 2022), Geothermal Energy Supply Agreement (dated October 21, 2022) or similar agreements servicing the Complex Lands.

16) **"Owner"** means the Owner/Owners of the freehold estate(s) in a Unit who owns/own, pursuant to the Act, a common interest in the Common Elements, but does not include a mortgagee unless in possession.

17) **"Retirement Home Unit"** means that Unit identified as Unit 3 reserved by the Declarant for the future construction and operation of a retirement home, residential condominium or development permitted under existing zoning regulations.

B. APPROVAL AUTHORITY CONDITIONS/FACILITIES AND SERVICE IN THE COMMON ELEMENTS

1) A permit is required from the Halton Conservation Authority under its Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation 161/06 under Ontario Regulation 97/04, as amended from time to time, prior to the commencement of any grading or construction activities.

2) The Corporation and each owner of a Unit shall be required to assume and adopt its proportionate obligations under the Complex Facilities Agreement and participate on the Complex Shared Faculties Committee. The Corporation and each owner of a Unit shall be required to assume and adopt its proportionate obligations under the Geothermal Agreements and any agreement from time to time respecting the grant or provision of Access Rights.

3) Ownership of any Shared Amenity Units (as defined in the Complex Facilities Agreement) shall ultimately be shared by the Components of the Complex which are registered as a condominium, as tenants-in-common. Each Component of the Complex which is registered as a condominium shall receive a proportionate tenancy-in-common interest in the Shared Amenity Units equivalent to the proportion that the number of residential units in each of the condominiums being a Component of the Complex bears to the total number of residential units ultimately contained in all of the condominiums being a Component of the Complex. The actual transfer of ownership of the Shared Amenity Units by the Declarant to each of the Components of the Complex as tenant-in-common shall occur on the Complex Transfer Date (all as stated in the Complex Facilities Agreement). For avoidance of any doubt, each Owner of Units in the Property shall be a Component within the meaning of the Complex Faculties Agreement.

4) Until the Complex Transfer Date, and continuing thereafter until the Complex Shared Facilities Committee has been established in accordance with the Complex Facilities Agreement, the manner in which the Complex Shared Facilities are utilized, operated, staffed, maintained and/or repaired as well as the budgeting of the Complex Share Facilities Costs, shall subject the terms and provisions of the Complex Facilities Agreement, be governed and controlled by the Declarant. The Declarant/Adjacent Declarants (who are parties to the Complex Facilities Agreement) shall have the unilateral right, in its sole and unfettered discretion, to establish (including imposing limitations on) the hours of use, as well as restricting areas of use in respect of the Complex Shared Facilities or any part thereof, in order to best co-ordinate the operation and use of same with such Declarant/Adjacent Declarant's marketing, sales and/or construction program for the Components of the Complex.

5) The drainage systems of the Property shall accommodate the drainage requirements and ancillary purposes for HSCC 751 which shall be created by an easement over Units 1, 2 and 3 in favour of HSCC 751, its successors, servants, agents and employees.

6) HSCC 751 and the Complex Shared Facilities are to integrate with the similar services and infrastructure within the Property, such that Units 1, 2 and 3 shall provide for an easement in favour of HSCC 751 and its successors, servants, agents and employees for access, delivery, installation, placement and replacement, inspection, maintenance and repair of any equipment, supplies and materials, with all manpower and equipment reasonably necessary, relating to any services and utilities located thereon including without limitation, watermains, sewers, electrical and gas lines, fire hydrants, street lights and related systems, curbing, telephone lines and cable television lines and any other such services.

7) From and after the date that the Complex Shared Facilities (or any part thereof) have been completed and are fully operational and continuing thereafter until the Complex Shared Facilities Committee has been established, the Declarant shall prepare and submit the budgets (outlining the Complex Shared Facilities Costs estimated to be incurred in the ensuing year) to this Corporation, not less than once annually, and said budget shall be incorporated as part of, and/or integrated with, the Corporation's overall annual budget. The Corporation shall adopt, and be bound by, the said budgets and by the Declarant's decisions on (and determination of) the Complex Shared Facilities Costs as well as the Declarant's arrangements with respect to the foregoing maintenance and repair matters, all without any qualification or amendment thereto whatsoever, and the Corporation shall accordingly pay and be solely responsible for its respective proportionate share (as set out in the Complex Facilities Agreement) of the Complex Shared Facilities Costs, as more particularly outlined in the budgets submitted from time

to time. The Corporation's liability in this regard shall be allocated entirely to the Owners of Units of the Condominium.

8) Owners of Units may be any person, including a condominium corporation, but all Owners shall adhere to this Declaration and the Complex Facilities Agreement applicable to their Unit and the Property.

C. COMMON EXPENSES

"**Common Expenses**" means the expenses related to the performance of the objects and duties of the Corporation and all expenses specified as Common Expenses by the Act. Without limiting the generality of the foregoing, Common Expenses shall also include those expenses set out in Schedule "E" attached hereto.

Notwithstanding anything else herein, the Corporation shall be responsible for its proportionate share of all obligations set out in the Complex Facilities Agreement attributed to the Corporation by the Complex Facilities Agreement or the Complex Shared Facilities Committee, which shall form part of the Common Expenses of the Corporation and those costs and expenses (whether budgeted or unbudgeted and whether payable through contributions to the Corporation's operating fund(s) or reserve fund(s)) shall be divided equally amongst the Owners of all Units and shall form part of the Common Expenses for those Units, it being the intention that the Corporation is not to be responsible for any costs and expenses of the Complex Facilities Agreement and all such costs (being the Corporation's proportionate share of those costs under the Complex Facilities Agreement) would be allocated entirely as Common Expenses payable by the Owners of Units in the aggregate.

D. BUILDINGS, STRUCTURES AND IMPROVEMENTS ON UNITS

1) **Approvals:** Any approval required by any provision herein shall be obtained in writing from the Declarant until December 31, 2028, although the Declarant may from time to time require that the Board act as the approval authority hereunder (i.e., prior to December 31, 2028). Thereafter, any approval required herein shall be obtained in writing from the Board and, subject to the specific provisions set out hereinafter, both the Declarant and the Board shall have full discretion to establish and to subsequently amend or revoke procedures and criteria for processing and granting such approvals. The Declarant or the Board, as the case may be, shall, provided there is compliance with the provisions of this Declaration, have absolute and unfettered discretion in granting or denying any approval. The Declarant or the Board, as the case may be, shall be entitled to require the Owner to pay its reasonable administrative, professional, and consultants' fees in advance of considering any approval request.

(a) With respect to all Units:

(i) Owners shall provide all plans and specifications to the Declarant or the Board, as the case may be, and obtain approval in accordance with Section D. 1) above prior to the (i) final approval of subdivision or site plan for the construction or improvements on the Unit; ii) construction of any dwelling or improvement; or (iii) installation of any geothermal works or solar panels that would be visible from the common elements road;

(ii) All accessory structures are strictly prohibited without the prior approval of the Board or Declarant as the case may be; and

(iii) Without fettering the discretion or approval of the Declarant or Board, it shall be reasonable for the Declarant or Board, as the case may be, to consider the following when approving improvements to any Unit:

- such improvement(s) does not interfere with drainage;
- such improvement(s) does not interfere with another Owner's use and enjoyment of their Unit;
- the Owner is in full compliance with the Complex Facilities Agreement.

(b) If permitted or required to install solar panels, geothermal services, district energy or other environmentally sensitive or conservation measures, the Board or Declarant shall provide

further conditions and standards and the Owner shall enter into any agreement to create, install, connect to or feed into any existing such service, supply or system for the Property at Owner's expense.

2) **Types of Improvements, Dwellings and Structures on Units:** Subject to the discretion of the Declarant or the Board, the following restrictions shall apply to Units:

(a) with respect to Units 1 and 2, any form of high-density residential or institutional uses may be employed with at least three stories (as defined in the applicable municipal zoning by-law) and may be leasehold, freehold or condominium developments;

(b) with respect to the Retirement Home Unit, the building has no less than two (2) stories (as defined in the applicable municipal zoning by-law) and complies with all legislation applicable to retirement homes, where the Retirement Home Unit is actually developed for a retirement home;

(c) the plans and specifications for the building, including full plans and specifications detailing the architectural design and features, construction materials, exterior finishes, accessory buildings or structures, landscaping, location of all buildings and improvements, final grades and all other site improvements, have been approved in writing by the Declarant or the Board, as the case may be, in accordance with Section D.

3) **No Other Structures or Improvements Without Written Approval:** No dwelling, structure, improvement, geothermal works, solar panels, driveway installations or alterations/widenings, landscaping feature or planting (an "**Improvement**") or a replacement for any such Improvement originally approved by the Declarant or the Board, as the case may be, shall be undertaken, erected, constructed, re-constructed, placed, replaced, installed, or altered on any Unit unless the Improvement and its plans and specifications, including full plans and specifications detailing all design components and features, construction materials, exterior finishes, associated landscaping features and treatment, location, final grades and all other associated site improvements, have been approved in writing by the Declarant or the Board, as the case may be, in accordance with Section D.

4) **Construction, Re-construction and/or Renovation:** The following provisions shall apply to the construction, re-construction or renovation of all buildings or structures:

(a) all buildings and structures shall conform to all site plan agreements and other development agreements registered on title, the plans and architectural drawings approved by the Declarant or the Board, as the case may be, in accordance with Section D., and all federal, provincial and municipal legislation, regulations and by-laws and, specifically, with the Ontario Fire Code, the Ontario Building Code and all applicable municipal building and zoning by-laws;

(b) all construction, re-construction or renovation shall be completed with a level of workmanship and materials consistent with those provided by a professional builder and shall conform with restrictions imposed by the Board;

(c) The Owner shall obtain, and deliver copies to the Board, all permits, approvals or other applications required by the municipality and any other government authority having jurisdiction and such Owner shall be solely responsible for payment of any fees, charges or levies due to those authorities and shall provide proof of payment to the Corporation prior to commencing any construction, re-construction or renovation;

(d) The indemnity provided for in subsection (e) below shall, in the event that a lien pursuant to the *Construction Act* of Ontario relating to construction, re-construction or renovation should be registered against the title to the Common Elements or any other Unit, include an indemnity of the Corporation and all other Owners against any expense arising from such lien, including without limitation the cost of obtaining a discharge of such lien by payment of money into, or the placement of security with, the court;

(e) The Owner shall indemnify and hold harmless the Corporation and all other Owners from all costs and expenses of any nature arising from or related in any way to all such construction, re-construction or renovation, including any additional costs or expenses to the Corporation and/or such other Owners with respect to the operation, maintenance, repair or replacement of the balance of the Common Elements and arising from or related

in any way to such construction, re-construction or renovation. Without limiting the generality of the forgoing, the Owner shall be responsible for all cleaning, maintenance, repair and replacement required with respect to curbs and roadways as a result of construction, re-construction or renovation on a Unit. Owners shall be bound by the decision of the professional engineer appointed by the Declarant or the Corporation, as the case may be, in assessing and allocating the responsibility for such cleaning, maintenance, repair and replacement;

(f) Any amounts owing to the Corporation pursuant to the provisions herein, including without limitation legal costs on a full indemnity basis, shall be added to the Common Expenses for the Owner's Unit and the Corporation shall have the right to specify a time for the payment thereof and to recover the said payment in the same manner as Common Expenses and by any other procedure or action that the Corporation may elect;

(g) The provisions of this Article D may be enforced by the Corporation by injunctive relief.

5) Notwithstanding the foregoing, this Article D shall not apply to the Declarant.

E. OCCUPATION AND USE OF THE COMMON ELEMENTS AND THE UNITS

1) Use of Common Elements: Subject to the provisions of the Act, this Declaration and the Bylaws and any Rules passed pursuant thereto, each Owner has the full use, occupancy and enjoyment of the whole or any part of the Common Elements, except as herein otherwise provided or as stated in the Complex Facilities Agreement. No Owner shall, by any conduct or activity, conduct in or on any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, persons or other entity by virtue of this Declaration, the By-laws of the Corporation and any Rules as pursuant thereto.

2) Exclusive Use of Parts of Common Elements: Subject to the provisions of the Act, the Complex Facilities Agreement, the Declaration, the By-laws and the Rules, the Owners shall have the exclusive use of those aspects of the Common Elements, as set out in Schedule “F” attached hereto.

3) Restrictive Access: Except as specifically provided for in this Declaration, the By-Laws of the Corporation and the Rules as pursuant thereto, no one shall have any right of access of those parts of the Common Elements used from time to time as utility areas, building maintenance storage areas, operating machinery or any other parts of the Common Elements used for the care, maintenance, or operation of the Property, without the consent in writing of the Corporation or as expressly provided in the Complex Facilities Agreement. Provided, however, that this paragraph shall not apply to any first mortgagee holding the mortgages on at least thirty percent (30%) of the Units who shall have a right of access for inspection upon forty-eight (48) hours’ notice to the Corporation.

4) Additions, Alterations and Improvements: The following subsections (a) through (c) shall apply until such time as they are superseded by changes or amendments to the Act:

(a) The Corporation may, by a vote of Owners who own not less than eighty percent (80%) of the Common Elements, make any substantial addition, alteration or improvement to, or renovation of, the Common Elements or may make any substantial change in the assets of the Corporation.

(b) The Corporation may, by a vote of the majority of the Owners, make any other addition, alteration or improvement to, or renovation of, the Common Elements or may make any other change in the assets of the Corporation.

(c) For the purposes of this provision, the Board of Directors of the Corporation 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.

5) **Use of the Units:** The occupation and use of the Units, and the use of any service provided to the Units, shall be in accordance with the Act, this Declaration, the By-Laws of the Corporation and the Rules as pursuant thereto, as passed and 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) The Owner of each Unit shall require all residents of, and visitors to, the Owner's Unit to comply with the Act, the Declaration, the By-Laws, the Complex Facilities Agreement and the Rules and shall be responsible to the Corporation for any breaches committed by such person.

(b) Without the written consent of the Corporation, no television antenna, aerial, tower, or similar structure and appurtenances thereto shall be erected on or fastened to any Unit or any portion of the Common Elements.

(c) No short-term rentals of Units shall be permitted, and in no event shall an owner lease, sublease or rent their Unit for a term of less than twelve (12) months.

6) **Pets/Animals:** No livestock, fowl, insects, reptiles, or animals of any kind shall be kept in or upon a Unit or the Common Elements, except in the case of pets only. A "pet" is defined as a dog, domestic cat, a caged bird, or a fish. All pets must be carried or be on a leash at all times when on or about the Common Elements.

No animal which is deemed by the Board, in its absolute discretion, to be a nuisance 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 Unit and the property.

No animals shall be kept on, in or around any Unit for a commercial purpose or for breeding.

7) **Parking:** Owners shall not park their vehicle(s) on any portion of the Common Elements unless and until an Owner complies with the Complex Facilities Agreement and obtains the approval of the Board and at least one other Owner. No visitor of an Owner shall park on any part of the Common Elements for more than forty-eight (48) consecutive hours and as otherwise permitted by applicable laws, regulations and by-laws. Parking on the Property or elsewhere may be governed by the Complex Facilities Agreement and where any Owner or visitor uses such parking, they shall comply with the Complex Facilities Agreement when accessing and using such parking. This shall not apply to the Declarant or its contractors in connection with their construction activities.

8) **Use of Common Elements by the Declarant:** Notwithstanding any other provision of this Declaration, the Declarant shall be entitled to place and maintain signs on any part of the Common Elements for marketing and sales purposes in regard to the Declarant's sale of other Units as the Declarant may, in its sole and absolute discretion, determine until such time as the Declarant has completed its marketing program and sales efforts in regard to the Units. The Declarant and its authorized agents or representatives shall have free and uninterrupted access to, and use of, the Common Elements for the purposes of conducting its marketing program and sales efforts as described above.

9) Subject to the Act, the use of the Complex Shared Facilities by the Declarant and by the owners, residents and tenants of units in the Adjacent Components, which are parties to the Complex Facilities Agreement, (and their respective residents, tenants and invitees) shall, at all times, be subject to (and be governed and regulated by) the applicable provisions of their respective declarations and the Complex Facilities Agreement. Without limiting the generality of the foregoing, the use and enjoyment by this Corporation and/or the owners, residents and tenants of Units (and their invitees) of any easements heretofore created as appurtenant to the Property and/or created by this Declaration (per Schedule "A") shall be subject to the overriding provisions and/or restrictions set forth in their respective declarations and/or the Complex Facilities Agreement.

F. MAINTENANCE AND REPAIRS OF UNITS

Each Owner shall maintain and keep in good repair the Owner's Unit, which maintenance and repair shall include:

(a) cleaning and the removal of garbage, debris and snow from the Unit;

(b) maintenance of all landscaped areas and plants in an attractive and healthy condition, including watering, maintenance of any ground cover, removal of weeds, proper pruning for both appearance and removal of dead plant material, treatment for infestations of

insects, and pruning or removal of any roots or limbs which are encroaching onto other Units or the Common Elements;

(c) all maintenance and repair to any dwelling/building, structure, fixture or Improvement on the Unit required to maintain such dwelling/building, structure, fixture or Improvement in a state of repair and appearance consistent with its original standard of quality subject to reasonable wear and tear and consistent with the standards of quality and appearance of those dwellings/buildings on the other Units, which standards shall be determined and set from time to time by the Board in their sole and unfettered discretion;

(d) all maintenance, repair and replacement of any heating, ventilating, air conditioning or other equipment which services a Unit exclusively, wherever it may be situate;

(e) maintenance and repair of any perimeter fencing located along a Unit boundary, whether installed by the Declarant or an Owner.

If an Owner of a Unit fails to maintain the Owner's Unit within a reasonable time or to repair it within a reasonable time after damage, the Corporation may maintain or repair the Unit, as the case may be, in accordance with section 162(5) of the *Act*. An Owner shall be deemed to have consented to the maintenance or repairs carried out by the Corporation and the cost of the work shall be added to the contribution to the common expenses payable for the Owner's Unit, in accordance with section 162(6) of the *Act.*

For greater certainty, nothing herein shall obligate the Corporation to sod, resod, reseed, or plant grass or other landscaping on or over any Unit.

Notwithstanding the foregoing, some Units may have an entrance wall(s) and/or entrance feature(s) located within the boundaries of their Unit. Such Unit(s) will be subject to a permanent easement in favour of the Corporation, its agents, contractors, and tradesmen through, along, and over such Unit(s) for the purpose of maintaining and repairing said entrance wall(s) and/or entrance feature(s) (to the extent that it is obligated to do so).

G. REPAIR AND MAINTENANCE OF COMMON ELEMENTS

The Corporation shall maintain, clean, repair and replace the Common Elements but shall not have any direct obligation related to same under the Complex Facilities Agreement, it being the intention that all such obligations are passed to the Unit Owners in their respective proportion.

The Corporation has the right to enter upon each Unit as necessary to enable the Corporation to maintain catch basins, if applicable, sewers and in connection with any of its rights or obligations.

H. OWNERS' OBLIGATIONS

1) Damage to Units or Common Elements: Each Owner shall be liable to the Corporation and to every other 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, the By-Laws of the Corporation and/or the Rules as pursuant thereto; as a result of any breach of the Act, this Declaration, the By-Laws of the Corporation and/or the Rules as pursuant thereto by the Owner or 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 carries insurance pursuant to the Act or this Declaration for the benefit of the Corporation and all Owners. 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 payment was occasioned by the failure, breach, act or omission of an Owner, occupant, invitee or licensee as set out above, then such Owner shall be liable to the Corporation for the amount of such deductible.

2) Monies Owing: Monies owing pursuant to this Declaration shall bear interest at three percent (3%) per annum above the prime lending rate charged by the Corporation's bank to its best risk customers.

3) Collection: All costs, charges and expenses, including without limitation legal costs on a full indemnity basis, incurred by the Corporation in enforcing its rights against an Owner, arising from the Act, this Declaration, the By-Laws of the Corporation, the Complex Facilities Agreement, the Rules as pursuant thereto or otherwise, including the costs of bringing an application under the Act, shall be payable by the Owner to the Corporation. All monies, interests and costs payable by an Owner to the Corporation, with the Corporation having the right to specify a time for the payment thereof, may be recovered by the Corporation in the same manner as Common Expenses and by any other procedure or action that the Corporation may elect.

I. INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

1) The Corporation may, but is not required to, enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under the *Loan and Trust Corporations Act* of Canada, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:

(a) the receipt by the Insurance Trustee of any proceeds of insurance payable to the Corporation;

(b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of this Declaration, the Act and the Complex Facilities Agreement, as may be applicable;

(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.

In the event that the Corporation is unable to enter into such agreement with such Trust Company, or such Chartered Bank, by reason of its refusal to act, the Corporation may enter into such Agreement with such other corporation authorized to act as a Trustee, as the Owners may approve by By-Law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a Common Expense. The intention is that each Owner shall have a similar insurance trust agreement for the development within its Unit and the Owner and the Owners shall ensure that the Insurance Trust Agreement they enter into in connection with their Unit complies and is consistent with the Insurance Trust Agreement entered into by the Corporation under this Declaration.

J. INSURANCE

1) **By the Corporation:** The Corporation shall obtain and maintain insurance on its own behalf and on behalf of the Owners as required by the Act in such amounts and upon such terms as the Board may determine from time to time. Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear, with mortgage endorsements; shall be subject to the provisions of this Declaration and any Insurance Trust Agreement (if applicable); and shall contain the following provisions:

(a) waivers of subrogation against the Corporation, its Directors, property managers, agents and employees and as against the Owners, and, if residents of an Owner's household, the Owner's spouse, the relatives of either and any other person under the age of twenty-one (21) in the case of an Owner or the Owner's spouse, except for arson, fraud and vehicle impact, to the extent reasonably available from time to time;

(b) a condition that such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days' prior written notice to the Corporation and to the Insurance Trustee (if applicable); and

(c) 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.

2) **General Provisions:** Prior to obtaining any policy of insurance covering the replacement cost of the Common Elements, or any renewal or renewals thereof, or at such other time as the Board of Directors may deem advisable, the Board of Directors 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 shall be bound by such adjustment.

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 certification 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 a 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 this Declaration and the Act.

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 shall be obtained and maintained by each Owner for each Owner's own benefit:

(a) insurance on the Owner's Unit, including any dwelling/building or improvement thereon, and on the Owner's furnishings, fixtures, equipment, decorating and personal property and chattels, including the Owner's automobile or automobiles, and for loss of use and occupancy of the Unit in the event of damage;

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

(c) all builders' risk and related insurance during construction on the Unit;

(d) additional living expenses incurred by an Owner as a result of one of the hazards protected against under the Owner's personal policy.

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, if residents of an Owner's household, the Owner's spouse, the relatives of either and any other person under the age of twenty-one (21) in the care of an Owner or the Owner's spouse, except for arson, fraud, vehicle impact, vandalism or malicious mischief. The Corporation shall be named an additional insured on all such policies of insurance.

4) **Insurance Deductibles**

(a) If any damage should occur to a Unit or part of it and the damage was not caused by the Corporation or any agent or employee of it, and such damage was of a type that is insured against by the Corporation, the Unit Owner shall be responsible for reimbursing the Corporation for the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy and, in accordance with the Act, such amounts shall be added to the Common Expenses payable for the Owner's Unit. This provision shall apply regardless of how the damage occurred or who or what may have caused it.

(b) If any damage should occur to the Common Elements or part of them and an Owner, other occupant of the Unit or a guest of an Owner or an occupant was responsible for such damage and such damage was of a type that is insured against by the Corporation, the Unit Owner shall be responsible for reimbursing the Corporation for the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy.

This provision shall apply regardless of how the damage occurred or who or what may have caused it.

K. DUTIES OF THE CORPORATION

In addition to and subject to any other duties or obligations of the Corporation set out in the Act or elsewhere in this Declaration or specified in the By-laws of the Corporation, the Corporation shall have the duty to take all reasonable steps to maintain and enforce the Corporation's lien arising pursuant to subsection 32(4) of the Act arising from this Declaration against any Unit or part thereof in respect of which the owner has defaulted in payment of Common Expenses.

L. GENERAL MATTERS AND ADMINISTRATION

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

2) **Resolutions and By-Laws:** Until such time that the Declarant is no longer the owner of all of the Units, the Declarant may pass or confirm any Resolution or By-Law that would otherwise require a meeting of Owners without holding such meeting, provided that the Resolution or By-Law is executed by the Declarant.

3) **Waiver:** The failure to take action to enforce any provision contained in the Act this Declaration, the By-Laws of the Corporation and the Rules as pursuant thereto, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waiver any such provision.

4) **Construction of Declaration:** This Declaration shall be read with all changes of number and gender required by the context.

5) **Units Subject to Declaration, Bylaws, Rules and Complex Facilities Agreement**: All present and future Owners and their servants, agents, tenants, families, invitees and licensees shall be subject to and shall comply with the rules and regulations of the Corporation. The acceptance of a deed or transfer, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Declaration, the bylaws, Complex Facilities Agreement and any other rules and regulations as they may be amended from time to time, are accepted and ratified by each such Owner, tenant or resident and all of such provisions shall be deemed and taken to be covenants running with the unit/land and shall bind any person having, at any time, any interest or estate in such unit/land as though such provisions were recited and stipulated in full in each and every such deed, transfer, lease or occupancy agreement.

6) **No Objection:** No Owner may object to or oppose any official plan amendment(s), rezoning application(s), severance application(s), minor variance application(s) and/or site plan application(s) nor any other applications relating to the development of any improvement on a Unit or any other lands owned by the Declarant or any related entity within 3 kilometres of the Complex Lands. Further, each Owner hereby consents to any development and zoning/rezoning applications that may be required in connection with such development. In that regard, each Owner agrees that this section may be pleaded as an estoppel or bar to any opposition raised by an Owner thereto.

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

8) **Effective Date:** This Declaration shall take effect upon registration.

IN WITNESS WHEREOF the Declarant has executed this Agreement on the _____day of ____ _____, 2025.

WALKERS GREEN RESIDENCES LIMITED

Per: _____

Name/Title:

I have authority to bind the Corporation

SCHEDULE A
LEGAL DESCRIPTION

Part of Lot 10, Concession 2, South of Dundas Street, Nelson, being Parts 4-7 and Part 8 on Plan 20R14983, except Parts 1-9, 12-23 on Plan 20R22104; City of Burlington being all of PIN 07181-1329 and PIN 07181-0960

Subject to Easement over Part of Lot 10, Concession 2 South of Dundas Street, being Part 4 Plan 20R-14983 as in Instrument HR182780

Subject to Easement over Parts 4 and 5 Plan 20R-14983 in favour of Part Lots 9 and 10, Concession 2 SDS, being Parts 1-3 Plan 20R14983 as in Instrument HR765779

Subject to easement over Part 5, Plan 20R14983 in favour of Part Lots 9 and 10, Concession 2, SDS being Parts 1-3 on Plan 20R14983 as in Instrument HR765779

Subject to Easement in gross over Part of Lot 10, Concession 2 South of Dundas Street being Parts 1-6 Plan 20R-22105 and Part 8, Plan 20R14983 as in Instrument HR1603560

Subject to easement over Part of Lot 10, Concession 2, South of Dundas Street being Parts 3-5 Plan 20R-22105 as in Instrument HR682397

Subject to Easement over Part of Lot 10, Concession 2, South of Dundas Street, being Parts 3, 5 and 6 Plan 20R-22105 as in Instrument HR1898232

Subject to easement over Part of Lot 10, Concession 2, South of Dundas Street being Parts 2, 3, 5, 6 Plan 20R-22105 in favour of Halton Standard Condominium Plan No. 751 all as in Instrument HR1929060

Subject to a pipeline easement over Part of Lot 10, Concession 2, South of Dundas Street being Part 8 Plan 20R-14983 as in Instrument 64730

Together with easement over Part of Lot 10, Concession 2, South of Dundas Street being Parts 1-3 on Plan 20R17611 as in Instrument HR1898233

Together with easement over Part of Lot 10, Concession 2, South of Dundas Street being Parts 1-3 on Plan 20R17611 as in Instrument HR682396

Together with easement over Part of Halton Standard Condominium Plan No. 751 and its common elements being Parts 5, 6-9, 12, 13, 19-21, 22, 23, 14-18 Plan 20R-22104 as in Instrument HR1929060

Together with easement over Part of Lot 10, Concession 2, South of Dundas Street being Parts 3-6 on Plan 20R18581 as in Instrument HR973836

Subject to an easement over Units 1, 2 and 3 in favour of Halton Standard Condominium Corporation No. 751, its successors, servants, agents and employees, for the purpose of drainage, along with all ancillary purposes as set out in conditions of planning approval dated ____ and listed on page 3 of this Declaration.

Subject to an easement over Units 1, 2 and 3 in favour of Halton Standard Condominium Corporation No. 751, its successors, servants, agents and employees, for the purposes of access, delivery, installation, placement and replacement, inspection, maintenance and repair of any equipment, supplies and materials, with all manpower and equipment reasonably necessary, relating to any services and utilities located thereon including without limitation, watermains, sewers, electrical and gas lines, fire hydrants, street lights and related systems, curbing, telephone lines and cable television lines and any other such services as set out in conditions of planning approval dated ____ and listed on page 3 of this Declaration.

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

Dated at Hamilton, Ontario this _____ day of _____, 2025.

Mark Giavedoni
Barrister and Solicitor
Gowling WLG (Canada) LLP
One Main Street West
Hamilton, ON L8P4Z5

SCHEDULE B

1. Vector Financial Services Limited has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* (the "Act"), registered as Instrument No. HR2100707 in the Land Registry Office for the Land Titles Division of Halton.

2. Vector Financial Services Limited consents to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.

3. Vector Financial Services Limited postpones the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.

4. Vector Financial Services Limited is entitled by law to grant this consent and postponement.

Dated at _____, Ontario this _____ day of _____, 2025.

VECTOR FINANCIAL SERVICES LIMITED

Per: _____

Name:

Title:

I have authority to bind the Corporation

SCHEDULE B

1. Olympia Trust Company has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* (the "Act"), registered as Instrument No. HR2100707 in the Land Registry Office for the Land Titles Division of Halton.

2. Olympia Trust Company consents to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.

3. Olympia Trust Company postpones the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.

4. Olympia Trust Company is entitled by law to grant this consent and postponement.

Dated at _____, Ontario this _____ day of _____, 2025.

OLYMPIA TRUST COMPANY

Per: _____

Name:

Title:

I have authority to bind the Corporation

SCHEDULE C

Each Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1, 2 and 3 of the Description with respect to the Unit numbers indicated thereon.

I hereby certify that the boundaries of the Units are controlled by the monument illustrated on Part 1, Sheets 1, 2 and 3 of the Description.

This day of , 2025

_____
Dasha Page
Ontario Land Surveyor

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

SCHEDULE D

Unit	**Level**	**Percentage Contribution to Common Expenses**	**Percentage Common Interest**
1	1	33.34%	33.34%
2	1	33.33%	33.33%
3	1	33.33%	33.33%
		100%	100%

SCHEDULE "E"

Common Expenses shall include the following:

(a) all expenses of the Corporation incurred by it or the Board in the performance of the objects and duties of the Corporation, whether such objects or duties are imposed under the provisions of the Act or of this Declaration or performed pursuant to any By-Law or agreement entered into by the Corporation;

(b) all sums of money levied or charged to the Corporation on account of any and all insurance coverage, taxes, utilities and any other private or public services whatsoever, including without limiting the generality of the foregoing, levies or charges for:

- garbage collection (unless provided by the municipality);
- insurance premiums;
- water to the common areas, if available;
- electricity, except where separately metered for each Unit;
- waste disposal;
- maintenance, materials, tools and supplies;
- snow removal
- grass mowing, grounds maintenance and landscaping;

(c) remuneration properly payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the property;

(d) the cost of maintaining fidelity bonds as provided in the By-Laws;

(e) the Corporation's proportionate share of liabilities, obligations, costs and payments required under the Complex Facilities Agreement, from time to time;

(f) all sums of money paid or payable by the Corporation to or for the benefit of any and all persons, firms or corporations engaged or retained by the Corporation, the Board, its duly authorized agents, servants and employees, for the purpose of performing any or all of the duties of the Corporation, including without limitation, legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services;

(g) all sums of money paid or payable by the Corporation pursuant to the provisions of Section 97 of the Act;

(h) the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;

(i) the cost of insurance appraisals;

(j) the fees of an insurance trustee (if any);

(k) the cost of providing security for the property if required by the Corporation;

(l) the cost of maintaining and repairing the super mailboxes for the delivery of mail to residents of the property;

(m) the access licence payment for ingress/egress to Upper Middle Road;

(n) licences, fees, payments and royalties associated with the geothermal works of the Complex Lands;

(o) the cost of repair and maintenance of any perimeter walls, perimeter fences (but not including perimeter fences that are adjacent or along a unit boundary, which shall be the responsibility of the abutting unit owner), landscape and irrigation systems, if applicable.

SCHEDULE F

No Exclusive Use Common Elements.

Schedule is Not Applicable

SCHEDULE G
[CERTIFICATE OF ARCHITECT/ENGINEER TO BE ATTACHED UPON REGISTRATION]

Not Applicable

SCHEDULE H

A. Buildings and Structures included in the Common Elements:

1. NONE

B. Facilities and Services included in the Common Elements:

1. Asphalt road, curbs and streetlights;
2. Underground water, hydro, gas, sewers, telephone and cable features;
3. Future underground parking stalls;
4. Fire hydrant(s);
5. Mailbox(es).