

OFFICE SCHEDULE

Number... CD 125106 ...
CERTIFICATE OF RECEIPT
OXFORD No. 41 (WOODSTOCK)

NOV 05 2014 @ 9:54

Jeff Hilbert
Land Registrar

DECLARATION

CONDOMINIUM ACT, 1998

OXFORD STANDARD CONDOMINIUM PLAN NO. 111

NEW PROPERTY IDENTIFIER'S BLOCK 00406

RECENTLY: Blocks 00302, 00307 and 00310

DECLARANT: Oxford Condominium Corporation 8, 13 and 16

SOLICITOR: Mathew J. Wilson - Lerner's LLP

ADDRESS:

88 Dufferin Ave.

London ON N6A 1K4

PHONE: 519-640-6357

FAX: 519-932-3357

No. OF UNITS 44

FEES: \$70.00 + (\$5.00 x (number of unit) = \$290.-

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DECLARATION
made pursuant to the Condominium Act, 1998

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

OXFORD CONDOMINIUM CORPORATION NO. 8,
OXFORD CONDOMINIUM CORPORATION NO. 13 and
OXFORD CONDOMINIUM CORPORATION NO. 16

(hereinafter called the "Declarants")

WHEREAS the Declarants are condominium corporations created by Declarations and Descriptions previously registered against the lands and premises collectively and more particularly described in Schedule "A" and in the Description submitted herewith (the "Property", as defined below) by the Declarants for registration in accordance with Section 8 of the Act;

AND WHEREAS there are situate upon the Property eleven (11) buildings containing forty-four (44) dwelling units;

AND WHEREAS the Declarants intend that the land and interests appurtenant to the land described in Schedule "A" hereto and described in the Description be governed by the Act. The Condominium Corporation created by the registration of this Declaration shall be a Freehold Standard Condominium Corporation.

NOW THEREFORE the Declarants declare as follows:

ARTICLE 1
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 unless this Declaration specifies otherwise or unless the context requires otherwise and in particular:

- (a) "Board" or "Board of Directors" means the Board of Directors of the Corporation;
- (b) "By-laws" means the by-laws of the Corporation enacted from time to time;
- (c) "Common Elements" means all the Property, except the Units;
- (d) "Common Expenses" means the expenses incurred by the Corporation pursuant to the Act and this Declaration, as further defined in Section 2.1 of this Declaration;
- (e) "Corporation" or "Condominium" means the condominium corporation created by registration of this Declaration and the Description pursuant to the Act;
- (f) "Insurance Trustee" means the trust company, chartered bank or other corporation from time to time acting as such pursuant to the provisions of Section 8.1 of this Declaration;
- (g) "Mortgage" means any mortgage or charge of an Owner's fee simple interest in a Unit;
- (h) "Mortgagee" means the registered holder of a Mortgage on any Unit;
- (i) "Owner" means the owner or owners of the freehold estate or estates in a Unit and its appurtenant common interest, but does not include a Mortgagee unless in possession, and for the purposes of this Declaration, the term "Owner" shall also mean any resident or tenant of a Unit, as may be required by the context;
- (j) "Owner's Guest" means other individuals resident in the Owner's Unit, the members of the Owner's, resident's or tenant's household, and the Owner's, resident's or tenant's guests, tenants, invitees, licensees, employees and agents, the ultimate responsibility for which shall remain at all times with the Owner.
- (k) "Property" means the lands and the interests appurtenant to the lands described in the Description and described in Schedule "A" annexed hereto, and includes

any land and interests appurtenant to land that are added to the Common Elements;

- (l) "Rules" means the rules and regulations passed by the Board and effective pursuant to Section 58 of the Act;
- (m) "Unit" means a part or parts of the Property included in the Description, and designated as a Unit by the Description, and comprises the space enclosed by its boundaries and all the material parts of the Property within such space, in accordance with the Declaration and the Description. For the purpose of duties to repair and maintain, the definition of "Unit" shall extend to all improvements made by the Declarants, notwithstanding some of such improvements may be made after registration of this Declaration.

1.2 Condominium Act

The Property shall be governed by the Act and any amendments thereto.

1.3 Type of Condominium Corporation

The Condominium Corporation created by the registration of this Declaration shall be a Freehold Standard Condominium Corporation, as described in Section 6 of the Act.

1.4 Boundaries of Units and Monuments

- (a) The monuments controlling the extent of the Units are the physical surfaces mentioned in the boundaries of Units in Schedule "C" attached hereto.
- (b) Notwithstanding the boundaries set out in Schedule "C", the following shall apply:
 - (i) Each Unit shall include:
 - (A) those portions, within the boundaries of the Units, of any sewer mains, water mains or other pipes, wires, cables, conduits or ducts which connect the Unit to the common sewer or water main systems, or which bring any utility or service to the Unit; and
 - (B) any pipes, wires, cables, conduits, ducts, equipment or fixtures which are part of the individual electrical, plumbing, heating or air-conditioning systems serving a Unit, whether the same are located within or beyond the boundaries established for that Unit.
 - (ii) Each Unit shall exclude:
 - (A) except as provided in subparagraph 1.4(b)(i)(B) above, those portions, within the Common Elements, of any sewer mains, water mains or other pipes, wires, cables, conduits or ducts which connect the Unit to the common sewer or water main systems, or which bring any utility or service to a Unit; and
 - (B) any sewer mains, water mains, pipes, wires, cables, conduits, ducts, equipment or fixtures (including, but not limited to, any electric meters, water meters and sump pumps) which serve, or provide services to more than one Unit, whether the same are located within or beyond the boundaries established for any Unit.

1.5 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 each case in the proportions set forth opposite each Unit number, in Schedule "D" attached hereto. The total of the proportions of the common interests and of the Common Expenses shall in each case be one hundred per cent (100%).

1.6 Address for Service and Mailing Address of the Corporation

The Corporation's address for service and mailing address shall be 703 Landsdowne Avenue, Woodstock, Ontario, N4T 1K1, or such other addresses as the Corporation may by resolution determine.

**ARTICLE 2
COMMON EXPENSES**

2.1 Specification of Common Expenses

"Common Expenses" means all the expenses incurred by the Corporation in the performance of the objects and duties of the Corporation and such other expenses, costs and amounts incurred by or on behalf of the Corporation that are specifically designated as, or collectable as, Common Expenses pursuant to the Act or this Declaration and, without limiting the generality of the foregoing, shall include those expenses set out in the Act and in Schedule "E" attached hereto.

2.2 Payment of Common Expenses

Each Owner shall pay to the Corporation his or her 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 breach of any provisions of this Declaration, any By-law or any Rules in force from time to time by any Owner, or by any Owner's Guest, shall be borne and paid by such Owner, and may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

2.3 Reserve Fund

- (a) The Corporation shall establish and maintain one or more reserve funds and shall collect from the Owners, as part of their contributions towards the Common Expenses, amounts that are reasonably expected to provide sufficient funds for the major repair and/or replacement of the Common Elements and assets of the Corporation, all in accordance with the provisions of the Act;
- (b) No part of any reserve fund shall be used except for the purpose for which the fund was established. Interest and other income earned from the investment of money in the reserve fund shall form part of the fund. The reserve fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation; and,
- (c) The Corporation shall conduct a reserve fund study at the times and in the manner prescribed under the Act.

2.4 Status Certificates

The Corporation shall, upon request and payment of an amount up to the maximum prescribed under the Act, provide the requesting party with a status certificate and accompanying documentation and information in accordance with Section 74 of the Act.

**ARTICLE 3
UNITS**

3.1 Occupation and Use

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

- (a) no Unit shall be occupied or used by anyone in such a manner which is likely to damage or injure any person or property (including any other Units or any portion of the Common Elements), or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements, or in a manner that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy placed by or on behalf of the Corporation or give rise to an increase in the premiums related thereto. If any Owner, other than the Declarants, shall do or permit anything to be done in the Owner's Unit and/or the Common Elements or bring or keep anything thereon which will cause injury to any person or cause latent or patent damage to any Unit or to any part of the Common Elements or will in any way increase the risk of fire or other perils insured against and consequently will increase the premiums of the policy or policies of insurance obtained from time to time by the Corporation or cause the cancellation of any such insurance, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages and for such increased portion of the insurance premiums so payable by the Corporation (as a result of the Owner's use) and the Owner shall also be liable to pay and/or fully

reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of the Owner's breach of the foregoing provisions of this subparagraph and the Owner shall pay with the Owner's next monthly contribution toward the Common Expenses after receipt of notice from the Corporation, all increases in premium in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards Common Expenses are recoverable as such;

- (b) each Unit shall be occupied and used only as a private single-family residence and for no other purpose, but the foregoing shall not prevent the Declarants from maintaining management offices and otherwise managing the Property;
- (c) each Owner shall comply and shall require each Owner's Guest, whether to the Owner's Unit or the Common Elements, to comply with the Act, this Declaration, the By-laws, the Rules and all agreements authorized by By-law;
- (d) no Owner shall make any change, addition, modification or alternation, except for any change, addition, modification or alteration which is solely decorative in nature, in or to the Owner's Unit or make any change, addition, modification or alternation to an installation upon the Common Elements, or decorate, alter or repair any part of the Common Elements which the Owner has the duty to maintain, without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as determined by the Board;
- (e) without the prior consent in writing of the Board, no Owner shall make any extension, installation, removal, structural change or alternation in or to any boundary wall, load bearing or partition wall, floor, exterior door or window contained in or forming part of a Unit, or make any change to an installation upon the Common Elements or maintain, alter or repair any part of the Common Elements, other than that part of the Common Elements which is an exclusive use Common Element appurtenant to a Unit. This provision shall not require any Owner to obtain the consent of the Board for painting or decorating the surface of any wall, floor or ceiling which is within any Unit;
- (f) in the event the Board determines, in its sole discretion acting reasonably, that any noise, odour or offensive action is being transmitted to another Unit and that such noise, odour or offensive action is an annoyance and/or disruptive (regarding of whether that Unit is adjacent to or wherever situated in relation to the offending Unit), then the Owner of the offending Unit shall at the Owner's own expense take such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the Board. In the event the Owner or the offending Unit fails to abate the noise, odour or offensive action, the Board shall take such steps as shall be necessary to abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or offensive action, which expenses are to include reasonable solicitor's fees on a solicitor and the solicitor's own client basis;
- (g) 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 professionally made sign offering the Unit for sale, without prior written consent of the Board and except for the Declarant's promotional signage.
- (h) no installation, repair, improvement, removal, construction or work of any nature for which a permit may be required from any person or body having jurisdiction shall be commenced without the prior issuance of the required permit;
- (i) no person shall move, remove, handle, damage, tamper or otherwise interfere with any sump pumps located within Units including, without limiting the generality of the foregoing, disconnecting the supply of electricity to the pump;
- (j) no person, other than the Owner of the Unit which it serves, shall move, remove, handle, damage, tamper or otherwise interfere in any manner with any air conditioning fittings, fixtures, or equipment located on the property; and
- (k) no animal, which is deemed by the Board, in its absolute discretion, to be a nuisance, shall be kept by an Owner in any Unit or upon any part of the Common Elements. 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 including but not restricted to pitbulls, dobermans and rottweilers, or other similar breeds, vicious animals, snakes, farm animals or animals not permitted by virtue of any municipal or governmental by-law, ordinance, statute or regulation or by order of the Board are permitted within the Units or Common Elements. Pets are to be maintained on a leash when upon the Common Elements or any other Unit not owned by the Owner, subject to the permission of the Owner of such other Unit.

3.2 Requirements for Leasing

- (a) Where an Owner leases the Owner's Unit, the Owner shall within thirty (30) days of entering into a lease or a renewal thereof:
 - (i) notify the Corporation that the Unit has been leased;
 - (ii) provide the Corporation with the tenant's name, the Owner's address and a copy of the lease or renewal agreement or a summary thereof in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01;
 - (iii) provide the Corporation with a covenant or agreement executed by the tenant substantially in the following form:

"I acknowledge and agree that I, the members of my household, my employees, licensees, invitees and my guests from time to time, will, in using the Unit rented by me and the Common Elements, comply with the *Condominium Act, 1998*, the Declaration, the By-laws and all rules and regulations of the Condominium Corporation, during the term of my tenancy, as will be subject to the same duties imposed by the above as if I were a Unit Owner, except for the payment of common expenses, unless otherwise provided by the *Condominium Act, 1998*."
 - (iv) provide the tenant with a copy of the Declaration, the By-laws and the Rules of the Corporation.
- (b) The Owner shall notify the Corporation in writing in the event that a lease of the Owner's Unit is terminated and not renewed.
- (c) No tenant shall be liable for the payment of Common Expenses unless notified in writing by the Corporation that the Owner is in default of payment of Common Expenses, in which case the tenant shall deduct from the rent otherwise payable to the Owner, the Owner's share of the Common Expenses, and shall pay the Owner's share to the Corporation.
- (d) Any Owner leasing a Unit shall not be relieved thereby from any obligations with respect to the Unit, which obligations shall be joint and several with any tenant.

3.3 Right of Entry to the Unit

- (a) The Corporation, or any insurer of the Property, or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and without limiting the generality of the foregoing for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy, the Act, this Declaration, the By-laws or the Rules and of remedying any condition which might result in damage to the property.
- (b) In case of an emergency, an agent of the Corporation may enter a Unit or the Common Elements, including any part of the Common Elements over which any Owner has the exclusive use, 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 or not an emergency exists.
- (c) If an Owner shall not be personally present to grant entry to the Owner's Unit, the Corporation or its agents may enter upon such Unit without rendering it or them liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.
- (d) The Corporation shall retain a key to all locks to each Unit. No Owner shall change any lock or place any additional locks on the doors to any Unit or in the

Unit, or to any balcony, or to any part of the Common Elements of which such Owner has the exclusive use, without immediately providing to the Corporation a key for each new or changed lock.

- (e) The Corporation, its agents, or any other person authorized by the Board shall be entitled to enter any Unit containing a sump pump at all reasonable times, and upon giving reasonable notice, to repair, replace and maintain the sump pumps.
- (f) 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 or the contents thereof except as specifically provided in this Declaration or the By-laws.

**ARTICLE 4
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 has the full use, occupancy and enjoyment of the whole or any part of the Common Elements except as otherwise provided herein.

4.2 Exclusive Use of Parts of Common Elements

Subject to the provisions of the Act, the Declaration, the By-Laws and the Rules, the Owner of each Unit shall have the exclusive use of those parts of the Common Elements as set out in Schedule "F" attached hereto which are respectively allocated to the Unit.

4.3 Restrictions on Use of Common Elements

- (a) Without the written consent of the Corporation, no Owner shall have any right of access to the roof of any building or to those parts of the Common Elements used from time to time as utilities areas, property maintenance storage areas, areas where operating machinery is located, or any other parts of the Common Elements used for the care, maintenance or operation of the Property.
- (b) Save as otherwise provided in this Declaration, each Owner may make reasonable use of, and has the right to occupy and enjoy the whole or any part of the Common Elements, including those exclusive use common element areas allocated to the Owner's Unit in Schedule "F", subject to any applicable conditions or restrictions set out in the Act, the Declaration, the By-laws and the Rules. However, save as hereinafter otherwise provided, no condition shall be permitted to exist, and no activity shall be carried on in any Unit, or in or upon the Common Elements, that is likely to injure any person, damage the Property or impair the structural integrity of any portion of the Common Elements and/or any Unit, or that will unreasonably interfere with the use or enjoyment, by other Owners, of the Common Elements and/or other Units, or that results in the cancellation or threatened cancellation of any policy of insurance obtained by or on behalf of the Corporation, or that may increase any applicable insurance premiums with respect thereto or any deductible portion in respect of such policy, and in the event that any Owner or Owner's Guest contravenes this section (and thereby causes latent or patent damage to the Property, or injury to any person, or the cancellation of insurance, or any increased insurance premium), then such Owner shall pay or fully reimburse the Corporation for all costs incurred to redress such injury or damage, for all increased insurance costs and for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result thereof. All payments pursuant to this clause are deemed to be additional contributions towards Common Expenses are recoverable by the Corporation as such.
- (c) Save as otherwise provided in this Declaration, no Owner shall make any change or alteration to an installation upon the Common Elements, or maintain, decorate, alter or repair any part of the Common Elements, except for maintaining those parts of the Common Elements which the Owner has a duty to maintain in accordance with the provisions of this Declaration, without obtaining the prior written approval of the Corporation in accordance with the Act.
- (d) No Owner shall, by any conduct or activity conducted in or on any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity by virtue of this Declaration.

- (e) Without the written consent of the Corporation, no motor vehicle other than a private passenger automobile shall be parked in any parking space within the Common Elements. In this Declaration, the words "private passenger automobile" shall include a motorcycle, a station wagon, a sport utility vehicle, a passenger van or a pickup truck in which the box height does not exceed six feet from the box bed.
- (f) Without the written consent of the Corporation, no unlicensed or derelict motor vehicle, no motor home, trailer, tent, tent trailer, boat, boat trailer, mechanical toboggan, recreational vehicle, machinery or equipment of any kind shall be parked, kept or stored on any part of the Common Elements (including any part of the Common Elements of which an Owner has the exclusive use).
- (g) No part of the Common Elements shall be used for doing maintenance or repair to a vehicle; provided that washing, waxing and changing of tires shall be permitted.
- (h) No one shall damage, harm, mutilate, destroy or litter any of the landscaping or landscaped areas of the Common Elements, including grass, trees, shrubs, hedges, flowers, flower beds, pavements, curbs, fences, buildings or any other property.
- (i) Without the written consent of the Corporation no part of the Common Elements shall be used for the erection, placement or maintenance of clotheslines, incinerators or garbage disposal equipment, nor used for the disposal of rubbish, garbage or waste.
- (j) Without the written consent of the Corporation no television antenna, aerial, tower, satellite receiving dish or similar structure and appurtenances thereto shall be erected on or fastened to any Unit or any portion of the Common Elements.
- (k) Without the written consent of the Corporation no signs, billboards, notices or other advertisements of any kind shall be attached to or placed on any part of the Common Elements.
- (l) No building, structure, awning or shed shall be erected, attached to or placed on the Common Elements without the prior written consent of the Corporation.
- (m) No animal, livestock or fowl, other than pets permitted pursuant to Section 3.1(k) of this Declaration, is permitted to be on or about the Common Elements, except for ingress to and egress from a Unit. All dogs and cats must be kept under personal supervision and control and held by leash at all times while on the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in its sole discretion, to be a danger or nuisance to the residents of the Condominium is permitted to be on or about the Common Elements.

4.4 Additions, Alterations and Improvements

- (a) For the purposes 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, structure, fence, screen, hedge, or erection of any kind whatsoever shall be performed, done, erected or planted within, upon or in relation to the Common Elements (including any part thereof over which any Owner has the exclusive use) except by the Corporation or with its prior written consent, or as permitted by the Act, the Declaration, the By-Laws or the Rules.
- (c) The Corporation shall have access at all reasonable times to any part of the Common Elements over which any Owner has the exclusive use.

4.5 Loss, Costs and Damages

Any loss, cost or damages, including costs on a solicitor and the solicitor's own client basis, of a successful application under Section 49(1) of the Act, incurred by the Corporation as a result of the breach of any provision of the Act, the Declaration, the By-Laws or the Rules in force from time to time by an Owner or an Owner's Guest shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as Common Expenses or by any other procedure the Corporation elects.

**ARTICLE 5
MAINTENANCE AND REPAIRS**

5.1 Maintenance and Repairs

Each Owner shall maintain the Owner's Unit, and those parts of the Common Elements hereinafter specified and, subject to the provisions of this Declaration and Section 123 of the Act, each Owner shall repair that Owner's Unit, including improvements, after damage, all at the Owner's own expense. The determination of what constitutes an improvement shall be made by reference to the description of a standard unit for the class of unit to which the Unit belongs as set out in a by-law of the Board made under Section 56(1)(h) of the Act, if such a by-law has been passed, or as set out in a schedule delivered pursuant to Section 43(5)(h) of the Act. Without limiting the generality of the foregoing and for greater clarity, each Owner shall:

- (a) maintain, repair and replace the Owner's Unit and all betterments and improvements thereto;
- (b) clean, paint, refinish as necessary, and maintain doors (including screens) which provide the means of ingress and egress from the Owner's Unit and repair damage to those doors;
- (c) maintain the interior and exterior surfaces of all windows including frames and screens contiguous to the Owner's Unit, and the Owner shall be responsible for the costs to repair damage to such windows;
- (d) save and except as provided by the Condominium Corporation, to clean, maintain, repair and replace the exclusive use Common Elements appurtenant to the Unit, including any betterments and improvements thereto (unless previously agreed to in writing by the Board), to a safe and reasonable standard, as would be expected of a reasonable and responsible Owner and the Owner shall be responsible for the costs incurred by the Corporation to repair or replace damage or to clean such exclusive use Common Elements caused by the omissions or negligence of the Owner or an Owner's Guest;
- (e) maintain, repair and replace as necessary any heating, air conditioning and ventilation system including thermostatic controls serving the Owner's Unit only, whether or not that system, or any part of it, is located within the boundaries of the Unit, including, but not limited to, the cleaning and replacement of air filters. Each Owner shall be liable for any damage to or the malfunction of any such equipment caused by the Owner's failure to carry out the periodic cleaning and replacement of air filters or otherwise by the act or omission of the Owner, members of the Owner's household, tenants, visitors or invitees. No Owner shall make any change, alternation or addition in or to such system without the prior written consent of the Board; and
- (f) each Owner is responsible to ensure that the temperature in his or her Unit does not fall below ten (10) degrees Celsius at any time. Members of the Board or its agents shall be permitted access to any Unit in order to check and maintain the temperature in the Unit and Corporation shall be entitled to have the temperature in any Unit maintained at a temperature of at least ten (10) degrees Celsius at all times at the Owner's cost should the Owner fail to have such temperature maintained. The Corporation shall in order to effect and maintain such temperature be entitled to repair and if necessary replace the heating apparatus with respect to any Unit at the expense of the Owner in question. Any costs incurred by the Corporation in maintaining the temperature within a Unit to at least ten (10) degrees Celsius (including maintenance, repair or replacement of the heating apparatus) shall be payable by the Owner forthwith upon the expenditure being incurred. If the Owner does not pay the cost of maintaining the temperature in the Unit to ten (10) degrees Celsius and the Corporation does have to expend money in order to do so then, the monies expended by the Corporation shall be deemed to be a Common Expenses and an item of repair for which the Owner is solely responsible, and are recoverable by the Corporation as such.

5.2 Common Elements

Save and except for the obligations of the Owners set out herein, the Corporation shall maintain, clean, repair and replace the Common Elements, excluding those portions thereof which the Owners have an obligation to maintain.

5.3 Negligent or Willful Act

Each Owner shall be responsible for damage to any other Unit or the Common Elements which is caused by the negligent or willful act of the Owner or the Owner's Guest.

5.4 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 as a result of any breach of the Act, the Declaration, the By-laws or the Rules 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 is required by the Act or this Declaration to insure against for the benefit of the Corporation and all Owners.

5.5 Repairs

The Corporation shall make any repairs to the Owner's Unit or to the Common Elements that an Owner is obligated to make and that the Owner does not make within a reasonable time after written notice to the Owner. An Owner shall be deemed to have consented to have any such repairs done to the Owner's Unit by the Corporation. The Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs on a solicitor and the solicitor's own client basis. The Corporation may collect the cost of such repairs in such instalments as the Board may decide. The instalments shall be added to the Owner's monthly contribution toward Common Expenses and the Corporation shall give written notice thereof to the Owner.

5.6 Monies Owning

Monies owing pursuant to this Declaration, the By-laws or the Rules shall bear interest at the rate of twenty-four per cent (24%) per annum, calculated semi-annually, not in advance, or at such other rate of interest as the Board may from time to time establish.

5.7 Collection

All costs, charges and expenses including solicitors costs, 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 costs of bringing an application under Section 134 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 6
DUTIES OF THE CORPORATION**

6.1 Duties

In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the By-laws of the Corporation, the Corporation shall have the following duties:

- (a) except as otherwise provided in this Declaration or the By-laws, to operate, maintain and keep in good repair (or cause to be operated, maintained and/or repaired) as would a prudent owner of similar premises, at all times, the Common Elements;
- (b) to enter into, abide by and comply with, the terms and provisions contained in any outstanding subdivision, condominium, site plan, development, collateral or similar agreements or development related agreements with third parties;
- (c) to observe and comply, and to the extent possible compel the observance and/or compliance by all Owners and Owner's Guests, with all of the requirements set forth in the Act and all of the terms and conditions set forth in this Declaration, the By-laws and the Rules;
- (d) to take all reasonable steps to collect from each Owner that Owner's proportionate share of the Common Expenses and to maintain and enforce the Corporation's lien rights arising pursuant to the Act against each Unit in respect of which the Owner has defaulted in the payment of Common Expenses;

- (e) to grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or telephone or television operators over, under, upon, across and through the Property, or any part thereof, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or telephone or television lines or equipment, and all related appurtenances thereto, in order to facilitate the supply of utilities and telephone, television and telecommunication services to each of the Units in the Condominium and, if so required by the grantees of such easements, to enter into and abide by the terms and provisions of agreements with utility and/or telephone, television and telecommunication suppliers pertaining to the provision of their services to the Condominium and for such purposes shall enact such By-laws or resolutions as may be required to authorize the foregoing; and,
- (f) to take all actions reasonably necessary as may be required to fulfill any of the Corporation's duties and obligations pursuant to the Act, this Declaration, the By-laws or the Rules.

ARTICLE 7 INSURANCE

7.1 By the Corporation

The Corporation shall obtain and maintain insurance against major perils and such other perils as the Board may from time to time deem advisable, insuring:

- (a) the property, but excluding improvements and betterments made or acquired by an Owner, in an amount equal to the replacement cost thereof, without deduction for depreciation;
- (b) personal property owned by the Corporation, in an amount equal to the replacement cost thereof without deduction for depreciation;
- (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 limits to be determined by the Board, but not less than ONE MILLION DOLLARS (\$1,000,000.00) and without right of subrogation as against the Corporation, its manager, agents, employees and servants, and the Owners or any member of the household of any Owner;
- (d) insurance against the Corporation's liability arising from the ownership, use or occupation by or on its behalf of motor vehicles to the extent required as the Board may from time to time deem advisable; and
- (e) insurance against the Corporation's liability arising from any obligation with respect to which the Corporation may from time to time indemnify its Officers and Directors.

7.2 Policies of Insurance

Every policy or insurance shall insure the interests of the Corporation and the Owners from time to time as their respective interests may appear, with mortgagee endorsements, shall be subject to the provisions of the Act and the Declaration and shall contain the following provisions:

- (a) waivers of subrogation against the Corporation, its manager, agents, employees and servants, and as against the Owners and any member of the household of any Owner, except for arson, fraud, vehicle impact, vandalism or malicious mischief;
- (b) 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;
- (c) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause);
- (d) waivers 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; and,
- (e) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.

7.3 General Provisions respecting Insurance

- (a) The Board shall obtain an appraisal from a qualified appraiser of the full replacement cost of the property for the purpose of determining the amount of insurance to be effected under paragraph 6.1(a) and (b) of this Article at such times as it may deem advisable, and the cost of such appraisal shall be a Common Expense.
- (b) The Board shall have the exclusive right on behalf of itself and as agent 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 any Owner in writing to adjust any loss to the Owner's Unit.
- (c) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the Corporation's policy 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 at its offices and 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 that the Owner or Mortgagee has become an Owner or Mortgagee.
- (d) No insured other than the Corporation shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in the Declaration and the Act.
- (e) In the event that a "deductible" amount is deducted by the insurer from the settlement of any claim for loss or damage under a policy of insurance obtained and maintained by the Corporation, the Corporation shall pay the amount so deducted in settlement of such claim, and any amount so paid shall be a Common Expense; provided, that in the event the loss or damage shall have been caused by the negligent or wilful act or omission of a Unit Owner or some other person, the Corporation shall be entitled to recover and shall seek recovery of the amount so deducted from such Unit Owner or other person. Any such amount owing by a Unit Owner shall be added to the Owner's contribution toward Common Expenses and recoverable as such.

7.4 Insurance of 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 each owner for the Owner's own benefit:

- (a) Insurance on any additions, improvements or betterments made by the owner to the Owner's Unit, and for furnishings, fixtures, equipment, decorating, personal property and chattels of the Owner contained within the Owner's Unit, and 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 Owner's Unit in the event of damage.
- (b) Public liability insurance covering the liability of any Owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
- (c) Insurance in respect of additional living expenses incurred by an owner if forced to leave the Owner's Unit by one of the perils protected against under the Owner's personal policy.
- (d) Insurance in respect of special assessments levied by the Corporation.
- (e) Insurance covering the liability of an Owner to make payment of a deductible amount, or a part thereof, provided for in any policy of insurance maintained by the Corporation, for which the owner is liable pursuant to the provisions of this Declaration.

Every policy of insurance should contain a waiver of subrogation against the Corporation, its managers, agents, employees and servants, and against the other Owners and any members of their household, except for arson, fraud, vehicle impact, vandalism, or malicious mischief.

**ARTICLE 8
INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE**

8.1 Insurance Trust Agreement

The Corporation, in the event of damage exceeding fifteen per cent (15%) of the replacement costs of the property covered by the insurance policy, 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 payable to the Corporation;
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Declaration;
- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
- (d) the notification by 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 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.

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.

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 buildings; or
- (b) there has been substantial damage to twenty-five percent (25%) of the buildings; and
- (c) within the time periods specified in the Act, the Owners who own eighty percent (80%) of the Units have not voted for termination;

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

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.

**ARTICLE 9
INDEMNIFICATION**

9.1 Indemnification

Each Owner shall indemnify and save the Corporation harmless from and against any loss, costs, damages, injury or liability whatsoever which the Corporation may suffer or incur resulting

from or caused by an act or omission of such Owner, the Owner's family or any Owner's Guest, to or with respect to the Common Elements and/or all other Units, except for any loss, costs, damages, injury or liability insured against by the Corporation. All payments by the Corporation for which it is entitled to be indemnified by an Owner pursuant to this clause may be recovered as additional contributions toward Common Expenses payable by such Owner or by an action by the Corporation against such Owner.

ARTICLE 10 WARNING CLAUSES

10.1 Encroaching Rear Deck/Patio Areas

The Owners of Units 14, 21 and 29, Level 1 of the within Corporation (the "Encroaching Deck Units") are advised that changes to structures and/or improvements related to or upon the exclusive rear deck/patio area portions for the Encroaching Deck Units encroach onto the Common Elements of the Corporation not exclusive to any Unit. The Owners of these Encroaching Deck Units confirm that the structures and/or improvements encroach onto the Common Elements of the Corporation. The Owners are hereby advised that they are solely responsible for the maintenance and repair of any portion of structures and/or improvements that extend onto the Common Elements. Should the Corporation require access to the Common Elements to which the structures and/or improvements encroach, the respective Unit Owner shall, in addition to any other obligations of the Unit Owner, be responsible for any and all costs associated with removal and/or repair of that portion of the structures and/or improvements that encroach onto the Common Elements. Should at any time the structures and/or improvements that extend onto the Common Elements of the Corporation not exclusive to any Unit be removed, destroyed or damaged beyond repair, the Unit Owner shall return that portion of the Common Elements onto which the structures and/or improvements encroached to a state similar to that which existed prior to construction of the structures and/or improvements, and the Unit Owner shall not replace or rebuild the structures and/or improvements without the permission of the Board, which permission may be withheld.

10.2 Attic Areas

The Owners of Units 34, 38 and 44, Level 1 of the within Corporation (the "Attic Units") are advised that the attic areas of the said Attic Units form part of the Common Elements of the Corporation and therefore any structures and/or improvements therein and any use thereof encroach onto the Common Elements of the Corporation. The Owners of these Attic Units confirm that the improvements made to the attic area do not form part of the Unit and these areas encroach onto the Common Elements of the Corporation. The Owners are hereby advised that they are solely responsible for the maintenance and repair of any portion of structures and/or improvements that extend onto the Common Elements. Should the Corporation require access to the Common Elements to which the structures and/or improvements encroach, the respective Unit Owner shall, in addition to any other obligations of the Unit Owner, be responsible for any and all costs associated with removal and/or repair of that portion of the structures and/or improvements that encroach onto the Common Elements. Should at any time the structures and/or improvements that extend onto the Common Elements of the Corporation not exclusive to any Unit be removed, destroyed or damaged beyond repair, the Unit Owner shall return that portion of the Common Elements onto which the structures and/or improvements encroached to a state similar to that which existed prior to construction of the structures and/or improvements, and the Unit Owner shall not replace or rebuild the structures and/or improvements without the permission of the Board, which permission may be withheld. The Owners of the Attic Units shall provide to the Corporation evidence of full replacement insurance from time to time, with loss payable to the Corporation for that portion of the attic area that encroaches onto the common elements in an amount satisfactory to the Corporation to insure sufficient insurance coverage for the Common Elements to which the Attic Units may affect directly or indirectly. Should the Corporation and the Owner of an Attic Unit disagree with the amount of insurance coverage required by the Corporation for the said attic area, an independent appraisal shall be completed by a qualified appraiser, with the cost of the same being paid by the Owner of the Attic Unit in question. The value of the appraisal shall be the amount of the insurance coverage required by the Corporation for the said attic area.

10.3 Approval Required for Additions/Alterations

All Unit Owners, including but not limited to the Unit Owners of the Encroaching Deck Units and the Attic Units, are advised that no additions or alterations shall be made to any of the exclusive use common elements without the written permission from the Board. Each Unit Owner shall provide to the Board a survey, prepared by a qualified land surveyor, showing the additions or alterations required by the Unit Owner which confirms that the proposed addition or alteration does not encroach onto the Common Elements of the Corporation not exclusive to their Unit, and shall enter into an agreement with the Board as contemplated by Section 98 of the Act. Once approved by the Board, the Unit Owner shall also arrange for a Certificate pursuant to

Section 98 of the Act to be registered on title to the respective Unit and provide a copy of the registered document to the Board for its records.

**ARTICLE 11
MISCELLANEOUS**

11.1 Units Subject to Declaration, By-laws, and Rules and Regulations

All present and future Owners, tenants and occupants of Units, including members of their households, residents, guests, tenants, visitors, invitees and licensees shall be subject to and shall comply with the provisions of this Declaration, the By-laws and any Rules and regulations of the Corporation.

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

11.2 Notice

Except as provided in the Act or as hereinbefore set forth, any notice, direction or other instrument required to be given shall be given pursuant to the By-laws, as amended from time to time. 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 any actions otherwise founded thereon.

11.3 Invalidity

The provisions of this Declaration shall be deemed independent and severable, and the invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability and effect of the balance thereof.

11.4 Gender

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

11.5 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.

11.6 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.

11.7 Effective Date

This Declaration shall take effect upon registrations.

11.8 Compliance with Section 120 of the Condominium Act, 1998

The undersigned authorized signing officers of each of the amalgamating corporation's state that their respective corporations have complied with Section 120 of the Act and the applicable regulations regarding amalgamation made under the Act.

11.9 Statutory References

Any references to a section or sections of the Act in this Declaration, or in any By-laws or Rules hereafter enacted by the Corporation, shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.


11.10 Schedules

The following is a list of Schedules relating to this Declaration:

- Schedule "A" Legal Description
- Schedule "B" Not Applicable
- Schedule "C" Boundaries and New Unit Listings
- Schedule "D" Proportion of Common Expenses and Common Interest
- Schedule "E" Common Expenses
- Schedule "F" Exclusive Use Common Elements

IN WITNESS WHEREOF the Declarants have hereunto affixed their corporate seals under the hands of their proper officers, duly authorized in that behalf, this 15 day of October, 2014

**OXFORD CONDOMINIUM CORPORATION
NO. 8**

Per: 

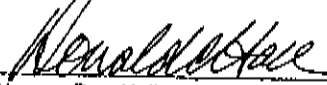
Name: Carl Ohlson
Title:

Per: 

Name: Fred Fenton
Title:

We have authority to bind the Corporation.

**OXFORD CONDOMINIUM CORPORATION
NO. 13**

Per: 

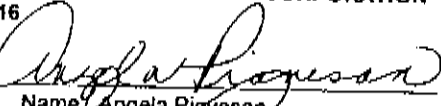
Name: Don Hall
Title:

Per: 

Name: Lyle Wells
Title:

We have authority to bind the Corporation

**OXFORD CONDOMINIUM CORPORATION
NO. 16**

Per: 

Name: Angela Piovesan
Title:

Per: 

Name: Joe Piovesan
Title:

We have authority to bind the Corporation

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**SCHEDULE "A"
LEGAL DESCRIPTION**

In the City of Woodstock, In the County of Oxford, being composed of:

FIRSTLY:

Oxford Condominium Plan No. 8

SUBJECT TO a right and easement in favour of The Corporation of the City of Woodstock with respect to part of said Block 1, Plan 41M-93 and being more particularly described as Parts 2, 14, 16, and 19 on Plan 41R-3743 (now Part of the common elements of Oxford Condominium Plan No. 8) as set out in Instrument Number LT27051.

Being all of PIN Block 00302 (LT)

SECONDLY:

Oxford Condominium Plan No. 13

SUBJECT TO a right and easement in favour of The Corporation of the City of Woodstock with respect to part of said Block 1, Plan 41M-93 and being more particularly described as Part 18, Plan 41R-3743 (now part of the common elements of Oxford Condominium Plan No. 13) as more particularly set out in Instrument No. LT27051.

Being all of PIN Block 00307 (LT)


THIRDLY:

Oxford Condominium Plan No. 16

Being all of PIN Block 00310(LT)

In my opinion, based on the parcel register and the plans and documents recorded therein, the legal description set out above is correct and the described easements will exist in law upon the registration of the declaration and description.

October 15, 2014
Date


Matthew J. Wilson
LERNERS LLP

MERGING EASEMENTS

The easements as most recently set out in the listed instruments which will merge and no longer exist in law upon the registration of the declaration are described as follows:

Merging Easements for Oxford Condominium Plan No. 8

SUBJECT TO a right and easement in perpetuity for the benefit of the owners and occupants from time to time of part of Block 1 of Registered Plan 41M93 being more particularly described as Parts 4, 6, 8, 13 and 18 of Reference Plan 41R-3743 (now Oxford Condominium Plan No. 13) in, on, over or under the common elements of Oxford Condominium Plan No. 8 to allow such owners and occupants to enter thereon and construct, repair, replace, operate and maintain all Utility Services now or In the future situate in, on, over or under said lands, as in LT32698.

SUBJECT TO a right and easement in perpetuity over part of said Block 1 of Registered Plan 41M-93 and being more particularly described as Parts 9, 10, 11, 12, 14, 15 and 17 of said Reference Plan 41R-3743 (now part of the common elements for Oxford Condominium Plan No. 8) for the benefit of the owners and occupants from time to time of part of said Block 1 of Registered Plan 41M-93 being more particularly described as Parts 4, 6, 8, 13 and 18 of Reference Plan 41R-3743 (now Oxford Condominium Plan No. 13) so as to allow such owners and occupants the right of Ingress and egress for persons, animals, and vehicles, over, along and upon said Parts for access to and from Lansdowne Avenue in the City of Woodstock as in LT32698.

TOGETHER WITH a right and easement in perpetuity in, on, over or under part of said Block 1 of Registered Plan 41M-93 being more particularly described as Parts 4, 6, 7, 8, 13 and 18 of Reference Plan 41R-3743 (now Oxford Condominium Plan No. 13 & Oxford Condominium Plan No. 16) to allow the said owners and occupants to enter thereon and construct, repair, replace, operate and maintain all Utility Services now or in the future situate in, on, over or under said lands, as in LT32698.

TOGETHER WITH a right and easement in perpetuity over part of said Block 1 of Registered Plan 41M-93 being more particularly described as Parts 8 and 13 of Reference Plan 41R-3743 (now Part of the common elements for Oxford Condominium Plan No. 13) so as to allow owners and occupants the right of ingress and egress for persons, animals, and vehicles, over, along and upon said Parts for access to and from Lansdowne Avenue In the City of Woodstock as in LT32698.

TOGETHER WITH a right and easement in perpetuity over part of said Block 1 of Registered Plan 41M-93 being more particularly described as Parts 4, 13, and 18, Reference Plan 41R-3743 (now part of common elements for Oxford Condominium Plan No. 13) for the benefit of the owners and occupants from time to time of this Condominium Plan in perpetuity, so as to allow such owners and occupants the right to enter onto the said lands to make use of any recreational facilities thereon as in LT32698.

Merging Easements for Oxford Condominium Plan No. 13

SUBJECT TO a right and easement in perpetuity for the benefit of the owners and occupants from time to time of Oxford Condominium Plan No. 8 in, on, over or under Parts 4, 6, 8, 13 and 18 of Reference Plan 41R-3743 (now Oxford Condominium Plan No. 13) to allow such owners and occupants to enter thereon and construct, repair, replace, operate and maintain all Utility Services now or In the future situate in, on, over or under said lands as more particularly set out in Instrument No. LT 32698.

SUBJECT TO a right and easement in perpetuity for the benefit of the owners and occupants from time to time of part of said Block 1 of Registered Plan 41M-93 being more particularly described as Part 7 of Reference Plan 41R-3743 (now Oxford Condominium Plan No. 16) in, on, over or under the common elements of Oxford Condominium Plan No. 13 to allow such owners and occupants to enter thereon and construct, repair, replace, operate and maintain all Utility Services now or in the future situate in, on, over or under said lands as in LT36042.

SUBJECT TO a right and easement in perpetuity over part of the common elements of Oxford Condominium Plan No. 13 being more particularly described as Parts 8 and 13 of said Reference Plan 41R-3743 for the benefit of the owners and occupants from time to time of Oxford Condominium Plan No. 8 so as to allow such owners and occupants the right of ingress and egress for persons, animals, and vehicles, over, along and upon said Parts for access to and from Lansdowne Avenue in the City of Woodstock as more particularly set out in Instrument No. LT 32698.

SUBJECT TO a right and easement in perpetuity over part of the common elements of Oxford Condominium Plan No. 13 being more particularly described as Parts 8 and 13 of said Reference Plan 41R-3743 for the benefit of the owners and occupants from time to time of part of said Block 1 of Registered Plan 41M-93 being more particularly described as Part 7 of Reference Plan 41R-3743 (now Oxford Condominium Plan No. 16) so as to allow such owners and occupants the right of ingress and egress for persons, animals, and vehicles, over, along and upon said Parts for access to and from Lansdowne Avenue In the City of Woodstock as in LT36042.

SUBJECT TO a right and easement in perpetuity over part of the common elements of Oxford Condominium Plan No. 13 being more particularly described as Parts 4, 13 and 18 of Reference Plan 41R-3743 for the benefit of the owners and occupants from time to time of Oxford Condominium Plan No. 8 as more particularly set out in instrument No. LT 32698 so as to allow such owners and occupants the right to enter onto the said lands to make use of any recreational facilities thereon.

SUBJECT TO a right and easement in perpetuity over part of the common elements of Oxford Condominium Plan No. 13 being more particularly described as Parts 4, 13 and 18 of Reference Plan 41R-3743 for the benefit of the owners and occupants from time to time of part of said Block 1 of Registered Plan 41M-93 being more particularly described as Part 7 of Reference Plan 41R-3743 (now Oxford Condominium Plan No. 16) so as to allow such owners and occupants the right to enter onto the said lands to make use of any recreational facilities thereon as in LT36042.

TOGETHER WITH a right and easement in perpetuity in, on, over or under the common elements of Oxford Condominium Plan No. 8 to enter thereon and construct, repair, replace,

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operate and maintain all Utility Services now or in the future situate in, on, over or under said lands as more particularly set out in instrument No. LT 32698.

TOGETHER WITH a right and easement in perpetuity in, on, over or under part of said Block 1 of Registered Plan 41M-93 being more particularly described as Part 7 of Reference Plan 41R-3743 (now Oxford Condominium Plan No. 16) to enter thereon and construct, repair, replace, operate and maintain all Utility Services now or in the future situate in, on, over or under said lands as in LT36042.

TOGETHER WITH a right and easement in perpetuity over part of the common elements of Oxford Condominium Plan No. 8 being more particularly described as Parts 9, 10, 11, 12, 14, 15 and 17 of Reference Plan 41R-3743 so as to allow the right of ingress and egress for persons, animals, and vehicles, over, along and upon said Parts for access to and from Lansdowne Avenue in the City of Woodstock as more particularly set out in Instrument No. LT 32698.

Merging Easements for Oxford Condominium Plan No. 16

SUBJECT TO a right and easement in perpetuity for the benefit of the owners and occupants from time to time of Oxford Condominium Plan No. 8 in, on, over or under the said Part 7 of Reference Plan 41R-3743 (now Oxford Condominium Plan No. 16) to allow such owners and occupants to enter thereon and construct, repair, replace, operate and maintain all Utility Services now or in the future situate in, on, over or under said lands as more particularly set out in Instrument No. LT-32698.

SUBJECT TO a right and easement in perpetuity for the benefit of the owners and occupants from time to time of Oxford Condominium Plan No. 13 in, on, over or under the said Part 7 of Reference Plan 41R-3743 (now Oxford Condominium Plan No. 16) to allow such owners and occupants to enter thereon and construct, repair, replace, operate and maintain all Utility Services now or in the future situate in, on, over or under said lands as more particularly set out in Instrument No. LT36042.

TOGETHER WITH a right and easement in perpetuity over part of the common elements of Oxford Condominium Plan No. 13 being more particularly described as Parts 4, 13, and 18 for the benefit of the owners and occupants from time to time of this condominium plan as more particularly set out in Instrument No. LT36042 so as to allow said owners and occupants from time to time the right to enter onto the said lands to make use of any recreational facilities thereon.

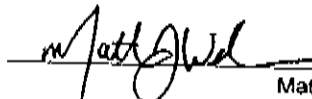
TOGETHER WITH a right and easement in perpetuity in, on, over or under the common elements of Oxford Condominium Plan No. 8 so as to allow the said owners and occupants to enter thereon and construct, repair, replace, operate and maintain all Utility Services now or in the future situate in, on, over or under said lands as more particularly set out in Instrument No. LT32698.

TOGETHER WITH a right and easement in perpetuity to enter onto the common elements of Oxford Condominium Plan No. 13 so as to allow the said owners and occupants to enter thereon and construct, repair, replace, operate and maintain all Utility Services now or in the future situate in, on, over or under said lands as more particularly set out in Instrument No. LT36042.

TOGETHER WITH a right and easement in perpetuity over part of the common elements of Oxford Condominium Plan No. 8 being more particularly described as Parts 9, 10, 11, 12, 14, 15 and 17 of Reference Plan 41R-3743 (now part of the common elements of Oxford Condominium Plan No. 8) so as to allow such owners and occupants the right of ingress and egress for persons, animals, and vehicles, over, along and upon said Parts for access to and from Lansdowne Avenue in the City of Woodstock as more particularly set out in Instrument No. LT32698.

TOGETHER WITH a right and easement in perpetuity over part of the common elements of Oxford Condominium Plan No. 13 being more particularly described as Parts 8 and 13 of Reference Plan 41R-3743 (Part of the common element of Oxford Condominium Plan No. 13) so as to allow such owners and occupants the right of ingress and egress for persons, animals, and vehicles, over, along and upon said Parts for access to and from Lansdowne Avenue in the City of Woodstock as more particularly set out in Instrument No. LT36042.

October 15, 2014
Date


Matthew J. Wilson
LERNERS LLP

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**SCHEDULE "C"
BOUNDARIES AND NEW UNIT LISTING**

Each Unit shall comprise the area within heavy outline shown on Part 1, Sheet 1 and 2 of the Description with respect to the Unit Numbers indicated thereon. The monuments controlling the extent of the Units are the physical surfaces and planes referred to immediately below and are illustrated on Part 1, Sheet 1 and 2 of the Description and all dimensions shall have reference to them.

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

BOUNDARIES OF THE RESIDENTIAL UNITS

Units 25 to 44 inclusive and Units 15 to 18 Inclusive on Level 1

1. The upper surface and plane of the unfinished concrete garage and basement floor slab.
2. In basement areas the lower face of concrete under porches in units 16, 17, 18, 28, 34, 38, 39, 44.
3. The face and plane of the upper faces of the drywall of the upper level ceiling and in the garage.
4. In the vicinity of the fireplaces:
 - (a) the backside surface of the steel firebox in all units and the backside face and plane of the drywall and its production.
5. The Unit side face of exterior concrete and concrete masonry walls and its production in basements.
6. The backside face of drywall and it's production in the garages.
7. The backside face of the drywall and its production on all exterior walls and walls dividing units above the masonry foundation.
8. The Unit side face of concrete and concrete masonry walls and their productions between the Units in the basement.
9. In the vicinity of window and door openings:
 - (a) the unfinished interior surface of the window frames, exterior doors, the said doors and windows being in a closed position and door frames and the interior surface of all glass therein or plastic skylights.
 - (b) Entrance inset type units: 28, 39, 16, 17, and 18 in the upper surface of plywood subfloor of the upper most floor and the upper surface of plywood subfloor of the first floor units 25, 28, 29, 35, 15, 16, 17, and 18.
10. In the vicinity of the skylight:
 - (a) The backside face of the drywall and the interior surface of the plastic skylight.
11. The units shall include the air conditioning unit servicing the unit, including the compressor and any related controls, freon, sleeves, ducts and electrical feeders together with any concrete pad upon which the same is situate in exclusive use areas.

BOUNDARIES OF THE RESIDENTIAL UNITS

Units 19 to 24 inclusive on Level 1

1. The upper surface of the unfinished concrete garage and basement floor slab.
2. In basement areas the lower face of concrete under porches in units 20 and 24.
3. The face and plane of the upper surface of the drywall of the ceiling of the upper most floor and garage.
4. In the vicinity of the fireplaces:
 - (a) the backside surface of the steel firebox in all units and the backside face of the drywall and its production.

dx

5. The Unit side face of exterior concrete and concrete masonry walls and its production in the basement.
6. The backside face of the drywall and its production in the garages.
7. The backside face of the drywall and its production on all exterior walls and walls dividing units above the masonry foundation.
8. The Unit side face of concrete and concrete masonry walls and their production between the Units in the basement.
9. In the vicinity of window and door openings:
 - (a) the unfinished interior surface of the window frames, exterior doors and door frames and the interior surface of all glass therein.
 - (b) entrance inset type units: 19, 20, 21 and 24, the upper surface of plywood subfloor of the upper most floor and the upper surface on the plywood subfloor of the first floor of units 19 & 21, and the lower face of concrete in the basement of units 20 and 24.
10. In the vicinity of the skylight:
 - (a) The backside face of the drywall and the interior surface of the plastic skylight.
11. The units shall include the air conditioning equipment servicing the unit, including the compressor and any related controls, freon, sleeves, ducts and electrical feeders where the said equipment is contained within the above mentioned limits.

BOUNDARIES OF THE RESIDENTIAL UNITS

Units 1 to 14 inclusive on Level 1

1. The upper surface and plane of the unfinished concrete garage and basement floor slab.
2. In basement areas under porches the upper limit shall be the lower face of concrete in Units 1, 4, 5, 7, 10, 11 and 14 and the upper surface of drywall in Units 6.
3. The face and planes of the upper surface of the drywall upper level ceiling.
4. In the vicinity of the fireplaces:
 - (a) The backside surface of the steel firebox in all Units and the backside face of the drywall and its production.
5. The Unit side face of exterior concrete and concrete masonry walls in the basement and its production upward across the floor joists and flooring to meet this horizontal limit above.
6. The backside face of the drywall in the garages and its production downward across the concrete wall to meet the vertical limit below.
7. The backside face of the drywall on all exterior walls and walls dividing Units above the masonry foundation and its productions downward across the floor joists and flooring to meet the horizontal limits below.
8. The Unit side face of concrete and concrete masonry walls between the Units in the basement and their production upward across the floor joists and flooring to meet the vertical limit above.
9. In the vicinity of window and door openings:
 - (a) the unfinished interior surface of the window frames, exterior doors, the said doors and windows being in a closed position and door frames and the interior surface of a glass therein.
 - (b) entrance inset type Units 1, 4, 5, 6, 7, 10, 11 and 14 vertically the production of the backside surface of drywall above the door to meet the horizontal limit below and horizontally the upper surface of the drywall in the basement of Unit 6 and the lower face of concrete in the basement of Units 1, 4, 5, 7, 10, 11 and 14.

10. In the vicinity of the skylight:
 - (a) the backside face of the drywall and the interior surface of the plastic skylight.
11. The units shall include the air conditioning unit servicing the unit, including the compressor and any related controls, freon, sleeves, ducts and electrical feeders together with any concrete pad upon which the same is situate in exclusive use areas.



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SCHEDULE "C"
UNIT NUMBER LISTING

EXISTING UNIT NUMBERS			NEW UNIT NUMBERS	
Condo No.	Unit	Level	Unit	Level
8	1	1	25	1
	2	1	26	1
	3	1	27	1
	4	1	28	1
	5	1	29	1
	6	1	30	1
	7	1	31	1
	8	1	32	1
	9	1	33	1
	10	1	34	1
	11	1	35	1
	12	1	36	1
	13	1	37	1
	14	1	38	1
	15	1	39	1
	16	1	40	1
	17	1	41	1
	18	1	42	1
	19	1	43	1
	20	1	44	1
	21	1	15	1
	22	1	16	1
	23	1	17	1
	24	1	18	1
13	1	1	19	1
	2	1	20	1
	3	1	21	1
	4	1	22	1
	5	1	23	1
	6	1	24	1
16	1	1	1	1
	2	1	2	1
	3	1	3	1
	4	1	4	1
	5	1	5	1
	6	1	6	1
	7	1	7	1
	8	1	8	1
	9	1	9	1
	10	1	10	1
	11	1	11	1
	12	1	12	1
	13	1	13	1
	14	1	14	1

**SCHEDULE "C"
UNIT NUMBER LISTING**

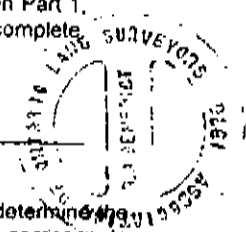
NEW UNIT NUMBERS		EXISTING UNIT NUMBERS		
Unit	Level	Condo No.	Unit	Level
1	1	16	1	1
2	1	16	2	1
3	1	16	3	1
4	1	16	4	1
5	1	16	5	1
6	1	16	6	1
7	1	16	7	1
8	1	16	8	1
9	1	16	9	1
10	1	16	10	1
11	1	16	11	1
12	1	16	12	1
13	1	16	13	1
14	1	16	14	1
15	1	8	21	1
16	1	8	22	1
17	1	8	23	1
18	1	8	24	1
19	1	13	1	1
20	1	13	2	1
21	1	13	3	1
22	1	13	4	1
23	1	13	5	1
24	1	13	6	1
25	1	8	1	1
26	1	8	2	1
27	1	8	3	1
28	1	8	4	1
29	1	8	5	1
30	1	8	6	1
31	1	8	7	1
32	1	8	8	1
33	1	8	9	1
34	1	8	10	1
35	1	8	11	1
36	1	8	12	1
37	1	8	13	1
38	1	8	14	1
39	1	8	15	1
40	1	8	16	1
41	1	8	17	1
42	1	8	18	1
43	1	8	19	1
44	1	8	20	1

I hereby certify that the written description of the monuments and boundaries of the Units contained therein, accurately corresponds with the diagrams of the units shown on Part 1, Sheets 1 to 2 of the Description and that the Unit Number Listing is accurate and complete.

MAY 07 2014

Dated

RB [Signature]
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, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within boundaries established for such Unit.

SCHEDULE "D"
PROPORTION OF COMMON EXPENSES AND
PROPORTION OF COMMON INTERESTS

(expressed as a percentage)

Unit	Level	Common Interest	Common Expense
1	1	2.2727272	2.2727272
2	1	2.2727272	2.2727272
3	1	2.2727272	2.2727272
4	1	2.2727272	2.2727272
5	1	2.2727272	2.2727272
6	1	2.2727272	2.2727272
7	1	2.2727272	2.2727272
8	1	2.2727272	2.2727272
9	1	2.2727272	2.2727272
10	1	2.2727272	2.2727272
11	1	2.2727272	2.2727272
12	1	2.2727272	2.2727272
13	1	2.2727273	2.2727273
14	1	2.2727273	2.2727273
15	1	2.2727273	2.2727273
16	1	2.2727273	2.2727273
17	1	2.2727273	2.2727273
18	1	2.2727273	2.2727273
19	1	2.2727273	2.2727273
20	1	2.2727273	2.2727273
21	1	2.2727273	2.2727273
22	1	2.2727273	2.2727273
23	1	2.2727273	2.2727273
24	1	2.2727273	2.2727273
25	1	2.2727273	2.2727273
26	1	2.2727273	2.2727273
27	1	2.2727273	2.2727273
28	1	2.2727273	2.2727273
29	1	2.2727273	2.2727273
30	1	2.2727273	2.2727273
31	1	2.2727273	2.2727273
32	1	2.2727273	2.2727273
33	1	2.2727273	2.2727273
34	1	2.2727273	2.2727273
35	1	2.2727273	2.2727273
36	1	2.2727273	2.2727273
37	1	2.2727273	2.2727273
38	1	2.2727273	2.2727273
39	1	2.2727273	2.2727273
40	1	2.2727273	2.2727273
41	1	2.2727273	2.2727273
42	1	2.2727273	2.2727273
43	1	2.2727273	2.2727273
44	1	2.2727273	2.2727273
		100%	100%

**SCHEDULE "E"
COMMON EXPENSES**

Common Expenses shall include, but are not limited to the following:

- (a) all expenses of the Corporation incurred by it or the Board in the performance of the objects and duties of the Corporation, whether such objects or duties are imposed under the provisions of the Act or of this Declaration, or performed pursuant to any By-law of the Corporation;
- (b) all sums of money levied or charged to the Corporation on account of any and all insurance coverage, taxes, utilities and any other private or public services whatsoever, including without limiting the generality of the foregoing, levies or charges for:
 - (i) garbage collection and waste disposal;
 - (ii) insurance premiums;
 - (iii) water, electricity and natural gas, except where separately metered for each Unit;
 - (iv) maintenance, materials, tools and supplies;
 - (v) snow removal;
 - (vi) lawn mowing, grounds maintenance and landscaping;
- (c) remuneration payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the Property;
- (d) the cost of maintaining any fidelity bonds if required;
- (e) all sums of money paid or payable by the Corporation to or for the benefit of any and all persons, firms or corporations engaged or retained by the Corporation, the Board, its duly authorized agents, servants and employees, for the purpose of performing any or all of the duties of the Corporation, including without limitation, legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services;
- (f) the cost of furnishings and equipment for use in and about the Common Elements, including the repair, maintenance, operation or replacement thereof;
- (g) all sums of money paid or payable by the Corporation pursuant to the provisions of Section 38 of the Act as amended;
- (h) the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
 - (i) the cost of insurance appraisals;
 - (j) the fees of the Insurance Trustee;
 - (k) the cost of providing security for the Property if required by the Corporation;
 - (l) the cost of maintaining Canada Post mailbox locations for the delivery of mail;
- (m) the cost of repair, maintenance and replacement of the sump pumps located in the Units;
- (n) the cost of repair and maintenance of the complex entrance features; and
- (o) the Corporation's share of the cost of repair and maintenance of boundary fences.

SCHEDULE "F" EXCLUSIVE USE COMMON ELEMENTS

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

The owner(s) of each Condominium Units 1 to 44 inclusive on Level 1 shall have the exclusive use of the common elements listed below, as illustrated in heavy outline on Part 2, Sheet 1 of the Description and designated by the letters A, B, C, D & E and are assigned as follows:

UNIT	A Rear Deck/Patio Area	B Driveways	C Air Conditioners	D Front Courtyard Area	E Porch
1	1A	1B	1C	1D	1E
2	2A	2B			
3	3A	3B			
4	4A	4B	4C	4D	4E
5	5A	5B	5C	5D	5E
6	6A	6B	6C		
7	7A	7B	7C	7D	7E
8	8A	8B			
9	9A	9B			
10	10A	10B	10C	10D	10E
11	11A	11B	11C	11D	11E
12	12A	12B			
13	13A	13B			
14	14A	14B	14C	14D	14E
15	15A	15B	15C		
16	16A	16B			
17	17A	17B			
18	18A	18B	18C	18D	18E
19	19A	19B	19C		
20	20A	20B	20C	20D	20E
21	21A	21B	21C		
22	22A	22B			
23	23A	23B			
24	24A	24B	24C	24D	24E
25	25A	25B	25C		
26	26A	26B			
27	27A	27B			
28	28A	28B	28C	28D	28E
29	29A	29B	29C		
30	30A	30B			
31	31A	31B			
32	32A	32B			
33	33A	33B			
34	34A	34B	34C	34D	34E
35	35A	35B	35C		
36	36A	36B			
37	37A	37B			
38	38A	38B	38C	38D	38E
39	39A	39B	39C	39D	39E
40	40A	40B			
41	41A	41B			
42	42A	42B			
43	43A	43B			
44	44A	44B	44C	44D	44E