

February 27th, 2025

**DISCLOSURE STATEMENT
FOR ZANCOR HOMES (CALEDON) LTD.**

NAME, MUNICIPAL ADDRESS AND DATE OF DISCLOSURE STATEMENT

The name and municipal address of the Declarant and of the Condominium are as follows:

- a) **Declarant: ZANCOR HOMES (CALEDON) LTD.**
221 North Rivermede Road, Concord, Ontario, L4K 3N7
Peel Standard Condominium Corporation No. _____
- c) **Date of Disclosure Statement:** July 14, 2023
- d) **Property Description:** Block 157, Plan 43M-2122; Town of Caledon, PIN 14252-1402 (LT) Land Titles Division for the Land Registry Office for Peel (No. 43) Caledon
- e) **Municipal Address:** TBD, Caledon, Ontario
- e) The Table of Contents forms part of this disclosure statement. In addition, Schedules "A" (Purchaser Statutory Rights of Termination), "B" (Project Plan) and "C" (Advisory Clauses) form part of this Disclosure Statement.

DEFINITIONS AND REQUIRED DISCLOSURE STATEMENTS

1. In this disclosure statement the following terms shall have the following meanings ascribed to them, namely:
 - a) **"Act"** means the Condominium Act, 1998, S.O. 1998, c.19, as amended;
 - b) **"common elements"** shall have the meaning as set out in the Act;
 - c) **"common interest"** shall mean the interest in the common elements appurtenant to a unit;
 - d) **"Corporation", "this Corporation", the "condominium" or "Condominium"** and/or **"this Condominium"** shall mean the condominium corporation created by the registration of the declaration and the description for this condominium, pursuant to the Act;
 - e) **"Development"** means the proposed condominium development that is the subject of this disclosure statement;
 - f) **"Equipment Provider"** shall mean the provider of the HW Equipment and/or ERV as such terms are defined herein, as selected by the Declarant in its discretion;
 - g) **"ERV"** shall mean the energy recovery ventilator(s) serving and benefitting dwelling units in the Development;
 - h) **"ERV Lease"** shall mean the lease or assumption of lease with respect to the ERV serving and benefitting dwelling units in the Development. to be entered into by purchasers with the Declarant and/or the Equipment Provider;
 - i) **"Governmental Authorities"** shall mean the Town of Caledon, and all other municipal, provincial and federal governmental authorities or agencies having jurisdiction over the Real Property;
 - j) **"HVAC" or "HVAC Equipment"** shall mean the forced air heating equipment (and air conditioning equipment if included in the purchase price) situate within or external to (and forming part of) a Dwelling Unit including any air exchange equipment outside of the boundaries to the units;
 - k) **"HWT" or "HW Equipment"** shall mean the one or more rental hot water tanks and/or hot water on demand systems servicing a Dwelling Unit;
 - l) **"HW Equipment Lease" or "HW Lease"** shall mean the lease or assumption of lease with respect to the each HWT serving and benefitting a Dwelling Unit, to be entered into by a purchaser with the Declarant and/or the Equipment Provider.

- m) **"Limited Recourse Agreement"** shall mean the agreement between the Declarant and the Condominium whereby the Condominium agrees to limit any actions it may take in respect of any claim with respect to the construction of the units and common elements, as against the Declarant or any party related to the Declarant, or any contractor, builder or project manager retained by the Declarant, to the remedies available to the Condominium pursuant to the Ontario New Home Warranties Plan Act, as amended;
 - n) **"motor vehicle"** shall mean and be restricted to a private passenger automobile, station wagon, motorcycle, mini-van, truck, and shall exclude any type of tractor trailer or heavy duty truck or recreational vehicle, including without limitation, any motor-home, house trailer, camper and/or camper trailer but shall nevertheless specifically include any light commercial, service and/or loading vehicles including panel vans and pickup trucks;
 - o) **"Permitted Party"** shall mean the Declarant and/or any related, associated or affiliated company, as determined at the sole discretion of the Declarant;
 - p) **"pet"** shall have the meaning given to it in Section 15(d) hereof;
 - q) **"property"** or **"Property"** shall mean the lands, and the interests appurtenant to the lands described in the description, and shall include any lands and interests appurtenant to the lands that are added to the common elements after the registration of this condominium;
 - r) **"Residential Units"**, **"Dwelling Units"**, **"dwelling unit"** or **"residential units"** shall mean the 57 dwelling units, being Units 1 to 57 inclusive on Level 1, which shall be used in accordance with the terms and provisions of the declaration, and the term **"Residential Unit"**, **"Dwelling Unit"**, **"dwelling unit"** and/or **"residential unit"** shall mean any one of such units. The number of units, composition and sizes may change and any such change(s) shall not be deemed to be a material change;
 - s) **"rules"** shall mean the rules passed by the board of directors of this condominium (hereinafter called the **"board"**), and becoming effective pursuant to the Act;
 - t) **"Telecommunication Licences"** shall mean the licences to be entered into between the Condominium and telecommunication providers for the purposes of such providers marketing the audio, visual, internet, cable television and telephone services of such provider;
 - u) **"Unit"** shall mean a part of the lands included in the description and designated as a unit by the description, and shall comprise the space enclosed by its boundaries and all the material parts of the land within such space, in accordance with the declaration and the description. For greater certainty, the definition of **"Unit"** relating to the duties to repair and maintain pursuant to the Act and the declaration, shall extend to all improvements made by the Declarant thereto and/or the unit owner thereto, notwithstanding that some of such improvements may be made after registration of the declaration;
 - v) **"Unit HVAC System"** or **"Unit HVAC Equipment"** shall mean the individual forced air heating, air-conditioning and ventilation equipment and system, which includes any portion of the said system, such as an air exchange handler, situate on the common elements and/or exclusive use common elements; and
 - w) **"Utility Agreement"** shall mean the agreement entered into with a third party company(s) (the **"Utility Supplier"**) with respect to the measurement and consumption of water services to each Residential Unit (in each instance referred to as a **"Service"**).
2. **Type of Condominium Corporation:** The proposed condominium (hereinafter referred to as this or the **"condominium"**, or as this or the **"Condominium"**, or as this or the **"Corporation"**), shall be a **freehold standard residential condominium** comprised 4 blocks of stacked townhouses and ancillary structures above grade containing 57 residential townhouse and stacked townhouse units (the **"Residential Units"** or **"Units"**). Currently the it is anticipated that there will be 57 three bedroom units but the product mix may vary based on market demand. The Condominium shall be developed on those

lands and premises described as Block 157, Plan 43M-2122; Town of Caledon, , being all the lands described in PIN 14252-1402 (LT) Town of Caledon, Land Registry Office for the Land Titles Division for Peel (No. 43) (the “**Real Property**” or the “**Lands**”). The municipal address of the Real Property will change before the registration of the Condominium. A draft site plan in respect of the Condominium is attached hereto as Schedule “B” for your reference. The Vendor reserves the right to increase or decrease the final number of dwelling and/or parking units and/or exclusive use common element spaces intended to be created within the Condominium, as well as the right to alter the design, style, size and/or configuration of the dwelling, parking and/or common element spaces ultimately comprised within the Condominium, all in the Vendor's sole discretion.

3. **Ownership of Adjacent Lands by the Declarant or Related Corporation:** The Declarant does not, nor does any subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant, own any lands adjacent or proximate to the Real Property. The Declarant owns certain townhouse and detached home lots on the north side of Tim Manley Avenue within Plan 43M-2122. These lands are zoned for townhomes and detached homes that the Declarant will be selling and building over time.
4. **Easements Affecting the Condominium:** The lands comprising the Condominium will be subject to various easements, including easements to the Utility Supplier for the electrical and water services to the units and common elements and to the provider of gas services. The Condominium will also be subject to easements in favour of the providers of cable television and telephone services for access to the common elements for the maintenance and repair of such services and for the marketing of such services to the owners and occupants of units in the Condominium. There may be further and other services that require easements prior to the registration of the Condominium. In addition, the Condominium will enjoy the use and benefit of the Shared Driveway pursuant to a specific easement with respect to same.
5. **Ontario New Homes Warranties Plan Act:** The proposed 57 Residential Units in the Condominium are subject to the terms and provisions of the ***Ontario New Home Warranties Plan Act*** (the “**Plan Act**”), and the proposed 57 Residential Units together with their appurtenant common elements are or will be enrolled pursuant to the Plan Act, within the meaning of the Plan Act and its regulations. Provided that the Declarant and the Condominium, after its registration shall be entering into the Limited Recourse Agreement whereby the Condominium agrees to limit any actions it may take in respect of any claim with respect to the construction of the units and common elements, as against the Declarant or any party related to the Declarant, or any contractor, builder or project manager retained by the Declarant, to the remedies and process available to the Condominium pursuant to the Plan Act, and the Condominium shall be precluded from taking any supplementary or other actions, or pursuing or making any claims as against such parties in any court or venue. Please see the draft agreement annexed to By-law No. 4.
6. **Conversion from a Previous Use – Section 9(4) of the Act:** The Condominium shall be comprised of all new buildings and structures and no building, or part thereof, comprising part of the Condominium or the units therein shall be a building, structure or unit converted from a previous use. The condominium does not contain any building or units converted or to be converted from a previous residential rental purposes and accordingly no application has been made to the local municipality pursuant to Section 9(4) of the Act.
7. **Use of Units and Common Elements - Non-residential Uses:** There are no units in the proposed condominium which are not residential units or which are not units for accessory uses to the residential uses of the residential units. There are no parts of the common elements that are intended for use for commercial purposes, or purposes that are not ancillary to the use of the residential units. Provided however, that nothing shall prevent the Declarant from completing or renovating the buildings situate on the Real Property and all improvements thereto, nor shall the foregoing prevent the Declarant or an related or affiliated company while owning any units in this Condominium (nor any mortgagee who has a registered mortgage or charge against not less than twenty-five percent (25%) of the units in this Condominium, and who seeks to sell the units so encumbered by said mortgage or charge), from utilizing such units and/or common elements for the purpose of creating and/or maintaining a sales office, storage area, construction office, leasing office and/or customer service office, as well as advertising signs, and model suites for display purposes, regardless whether the model suites are used in conjunction with the marketing or sales of units in the Condominium or any other condominiums in Ontario. Each owner or occupant may make reasonable use of, and

has the right to occupy and enjoy, the whole or any part of the common elements (other than those which are designated for the exclusive use of a unit), subject, however, to any laws, by-laws, regulations and codes of general application, as well as all conditions or restrictions set out in the Act, this declaration, the Corporation's by-laws (collectively, the "**by-laws**") or any agreement authorized by the by-laws and the rules.

8. **Pets in the Condominium:** Owners shall be permitted to keep and maintain pets in their unit (hereinbefore and hereinafter referred to as a "**pet**"). For the purposes of the declaration, the term "pet" shall be limited to cats, dogs and/or domestic birds, but shall exclude any breed of pet prohibited or prescribed by any Governmental Authority. This restriction shall not apply to tropical or marine fish in aquariums. These provisions shall not apply to a dog which is required by an owner or occupant of a unit in the capacity of a service dog. The board of directors of the condominium (hereinafter called the "**board**") shall have the authority to deem a pet to be a nuisance and to demand the removal of the pet from the condominium, on such terms as it may decide. No pet deemed by the Board to be a nuisance or a danger to the residents of the Corporation is permitted to be on or about the common elements or within any Unit. Owners are required to immediately clean any part of the interior or exterior common elements where their pet has soiled such common elements. All pets must either be on a leash or physically constrained by the unit owner and/or occupants while on the common elements. No breeding of pets for sale or otherwise shall be carried on in or around any unit. The Declarant reserves the right to increase the number of permitted pets.

9. **General Use of Common Elements:** Each owner or occupant may make reasonable use of, and has the right to occupy and enjoy, the whole or any part of the common elements (other than those which are designated for the exclusive use of a unit), subject, however, to any conditions or restrictions set out in the Act, the declaration, the Corporation's by-laws (hereinafter collectively called the "**by-laws**") or any agreement authorized by the by-laws and the rules. Save as expressly provided in the declaration, no condition shall be permitted to exist (and no activity shall be carried on) in any unit, or upon the common elements, that is likely to damage the property of the Corporation (or that of any other person), or injure any person, 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 unit owners) of the common elements and/or the other units, or that may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may increase any applicable insurance premium(s) with respect thereto. Save as otherwise provided in the declaration to the contrary, 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 he or she has a duty to maintain, without obtaining the prior approval of the Corporation in accordance with the Act. The owners of units having the benefit of an exclusive use patios, terraces and/or balconies and driveways must sweep, clean and remove snow and ice from such areas but may not make any additions, alterations, or install any betterments to these areas (including without limitation installing any awnings) without the written consent of the board and only if such addition, alterations or betterments are in compliance with the any requirement of any Governmental Authorities and where the owners enter into an agreement pursuant to Section 98 of the Act. All betterments to such terraces, patios and/or balconies and driveways as approved permitted by the Corporation, shall be maintained and repaired by such unit owners. Units having an exclusive use terrace or patio area shall be permitted to use or operate barbeques utilizing natural gas from any permanent natural gas hook-up situate within or adjacent to the exclusive use common element terrace or patio but this is not a warranty that natural gas connections will be available to any patio or terrace. Owners shall not be permitted to leave or store any items, save and except plants, seasonal furniture and decorations, on any exclusive use terrace, balcony or patio. Owners shall not be permitted to install or bring onto their exclusive use terrace, balcony or patio any item weighing in excess of the permissible weight loads of the structures comprising the Condominium. No owner or occupant of a unit or any other person shall install any satellite dish upon any portion of the common elements or the exterior of any unit. The use of sodium chloride and/or calcium-based snow melting products is prohibited within this condominium save and except for roadways or driveways. Purchasers are required to maintain and repair their units. This shall include the obligation to maintain and repair the Unit HVAC System. The Condominium shall maintain and repair all general and exclusive use common elements including all front porches (provided that the front porch is at grade or above grade), driveways and access walkway, including the removal of snow and ice therefrom (save and except for removal of snow and ice from exclusive use driveways, which shall be the owner's responsibility). The Declarant reserves the right to prohibit smoking by any person within three (3) metres of the front entrance to

any Residential Unit (exclusive of any entrance to a residential unit from a terrace or balcony).

10. **Use of Residential Units:** Each residential unit or portion thereof shall be occupied and used only for residential and ancillary or accessory purposes permitted in accordance with the provisions of the applicable zoning by-laws of the City. No portion of the stairwell structures providing access to any Residential Unit shall be used for any living or occupancy purposes and such stairwell structures shall only be used for access to the Residential Unit. In addition, no use of the Residential Unit for short term rentals, including any hotel, quasi-hotel and/or any "Air BNB" types uses shall be permitted as hereinafter provided and the minimum initial rental term for any tenant of a residential unit shall not be less than one year. Provided, however, that notwithstanding the foregoing, nothing shall prevent the Declarant from completing or renovating the buildings situate on the Real Property and all improvements thereto, nor shall the foregoing prevent any Declarant or any related or affiliated company while owning any residential units in this Condominium (nor any mortgagee who has a registered mortgage or charge against not less than twenty-five percent (25%) of the units in this Condominium, and who seeks to sell the units so encumbered by said mortgage or charge), from utilizing such units for the purpose of creating and/or maintaining a sales office, construction office, leasing office and/or customer service office, as well as advertising signs, and model suites for display purposes, regardless whether the model suites are used in conjunction with the marketing or sales of units in the Condominium or any other proposed condominiums in the Ontario. No noise constituting an annoyance and/or nuisance or disrupting the normal use of a residential unit shall be permitted to be transmitted from one residential unit to another residential unit. If the board determines that any noise is being transmitted to another residential unit and that such noise is an annoyance and/or a nuisance and/or disruptive, then the owner of such unit shall, at his/her expense, take such steps as are necessary in the opinion of the said board, to rectify and/or abate such noise. Pursuant thereto, any owner of a residential unit, save and except the Declarant or any related or affiliated company, who installs and/or causes to be installed, hardwood flooring, synthetic hard surface flooring, laminate flooring and/or any other ceramic tile flooring ("**Hard Surface Flooring**"), shall prior to such installation, install such sound proofing sub-flooring material as required by the board. In addition, the Condominium may require that the said unit owner(s) install carpeting (having a face weight and underpad as the Condominium may designate) over the Hard Surface Flooring as the Condominium may deem necessary or desirable in order to abate noise in the unit where the Hard Surface Flooring has been installed. In the event that the said unit owner fails to undertake the rectification/abatement measures required by the said board, the Condominium may undertake such measures and the costs of such work, including any costs of enforcement, mediation and/or arbitration incurred by the Condominium in connection therewith, which may be recovered from the defaulting owner in the same manner as common expenses. All drapes or outside linings thereof in exterior windows shall be of a neutral white or off-white shade, unless otherwise approved by the board and no signage visible from the outside of a unit may be posted in any window or door of any Residential Unit. No coloured laminate or film may be applied to any window or door. Notwithstanding anything set out in the declaration to the contrary, no owner, tenant or occupant of a Residential Unit shall be permitted to alter, penetrate, or remove any portion of any demising wall or ceiling assembly (including the drywall) between or within any residential unit or any exterior wall or ceiling, other than the application of any wall or ceiling covering or paint. In addition, no owner, tenant or occupant of a Residential Unit shall be permitted to install any electronic equipment or audio speakers in the cavity of any demising wall or ceiling between or within any residential unit and any exterior wall or ceiling. Each portion of a unit comprising a garage may be used for the parking of motor vehicles therein.
11. **Prohibition on Short Term Rentals:** No Residential Unit shall be rented or leased out to a tenant or sub-tenant where the initial term is for a period of less than one year and any subsequent term is also for a period of not less than one year save and except where a tenant exercises his or her right to holdover as a monthly tenant, in accordance with the terms and provisions of the *Residential Tenancies Act, 2006 (Ontario) as amended*. **The Residential Units shall not be used for short term rentals in the nature of hotel uses, quasi-hotel uses "Air BNB", etc., whatsoever and the final declaration to be registered may contain further and other covenants and provisions to ensure same.**
12. **Use of Driveways and Restrictions on Parking:** Owners shall not be permitted to park their motor vehicles on any of the common elements save and except for their exclusive use driveways.

13. **Visitor Parking:** It is currently intended that there will be approximately 7 common element visitor parking spaces, at least one of which shall be designated as accessible parking (the "**Visitor Parking**"). The visitor parking is currently intended to be available to visitors to the Units for the parking of a motor vehicle, without charge or fee and the Town of Caledon may require that the visitor parking be maintained as general common elements.
14. **Common Expenses Applicable to Units:** There is/are no units(s) in the Condominium where the proportion expressed in percentages of which the owner of such unit is obliged to contribute to the common expenses in respect of such unit(s) differs in an amount of 10% or greater from that appurtenant to any other unit or proposed unit of the same type size and/or design. There is/are no units(s) in the Condominium where the proportion expressed in percentages of the common interest appurtenant to any unit or proposed unit differs in an amount of 10% or greater from that appurtenant to any other unit or proposed unit of the same type size and/or design. All units which have substantially the same gross floor area shall have substantially the same percentage of common interest assigned to such unit in schedule "D" of the declaration, provided that the term "substantially" shall mean within 10% of the gross floor area.
15. **Common Expenses, Exemption of Certain Units and Anticipated Increases:** All units in this Condominium are subject to all classes and types of common element expenses. All categories of costs comprising common expenses shall be attributable to and payable by all units in the Condominium. Purchasers are advised that, as a result of uncertainty in the natural gas, hydro and water distribution markets, the Declarant's reasonable assumptions regarding such utility costs may be incorrect as a result of circumstances which are not capable of being accurately predicted as of the date of this Disclosure Statement and which are beyond the Declarant's control. Purchasers are advised that the costs of water/waste water, hydro-electricity and natural gas forming part of the common expenses are based on the cost of such utilities as of the date of this disclosure statement. If the cost of water and/or waste water, hydro-electricity and/or natural gas is more than the market rates for such utilities used in the estimates for the first year budget attached with the disclosure statement, then the Declarant reserves the right to increase the budget based on any increase in the cost of such utilities and same shall not be a considered a material change. Consequently, prior to registration of the Condominium, the projected costs for such utilities for the first year shall be updated to reflect market conditions as of the date of registration. Purchasers specifically are advised that any increase in utility costs from that which was originally represented in the Budget shall not be the responsibility of the Declarant, despite section 75 of the Condominium Act. **Purchasers are further advised that the budget contemplates the proposed condominium being registered by a date specified therein (provided that this is neither a warranty nor a guarantee that the Condominium will be registered by that date).** The budget further provides that the Declarant shall be entitled to increase the budget by the percentage indicated in notes to the budget (the "**Inflation Factor**"), after the estimated registration date as set out therein, if registration of the Condominium is not achieved by such date, in order to deal with the effect of inflation on such budget and the Budget and common expenses applicable to each unit shall be revised accordingly and these changes shall not be considered as material changes. This is in addition to the right to increase the budget based on utility increases as set out above. Purchasers acknowledge that the possibility of an increase in utility costs as well as increases to the overall Budget that may be applicable, have been properly disclosed and, consequently, any increase shall not constitute a material change to the Disclosure Statement and Budget. In addition, Purchasers are advised that this acknowledgement may be pleaded by the Declarant as complete defense to any application or objection raised by Purchasers in this regard.
16. **Amenities and Construction Dates:** There will be a common landscaped areas and provided to the condominium corporation with limited equipment that is yet to be determined. The declarant will commence construction of the amenities in approximately June 1, 2024 and will complete same on or about June 1, 2026.
17. **Availability of Amenities During Interim Occupancy:** There may be restrictions on availability and access to the common landscaped areas and same will not be available during occupancy and prior to registration of the Condominium.
18. **Leasing of Units and Marketing in Blocks:** While the Declarant does not presently have any plans to lease any of the residential units in this Condominium, it confirms that it may (and reserves the right to) lease up to 25% of the residential units. The Declarant does not currently intend to market any blocks of units to investors, but reserves the right to sell two or more units to any purchaser.

19. **Payments to Declarant and other Parties:** There are no charges that the Condominium is obliged to pay to the Declarant. There are charges that the Condominium is obliged to pay other parties namely the fees payable pursuant to the Utility Agreement(s), the Internet Agreement, the management agreement, and the other agreements as described in Section 112 and Section 113 of the Act, as set out below. The Condominium will be obliged to enter into a one or more Utility Agreements with one or more Utility Suppliers (as hereinafter defined). Such agreement will, amongst other things, confirm that the Utility Supplier is the owner of the hydro and water meters within the Condominium development, will outline the Utility Supplier's obligations with respect to operating the distribution system within the Condominium development and will confirm the rates and charges that the Utility Supplier will be entitled to charge to the Corporation and unit owners for metering and invoicing services. The form of agreement that each unit owner will be required to enter into with the Utility Supplier may be attached as a Schedule to the Utility Supply and Services Agreement. Please therefore refer to the first year budget statement for all projected or anticipated expenses of the Condominium, and the corresponding services being provided. Please see the other sections regarding the Internet Agreement & management agreement below and the costs relating to same as set out in the first year budget of the proposed Condominium that accompanies this Disclosure Statement.
20. **Provision of Assets and Property to the Condominium:** There are major assets or property that the Declarant will be providing to the Condominium upon or after its registration, namely the earth bins.
21. **Sale of Assets or Property to the Condominium:** There are no assets that the Declarant is intending to sell to the Condominium.
22. **Services Acquired and Leases, Licences and/or Agreements that the Condominium must Execute:** There are services that the Condominium is required to acquire, namely, management services, utility meter reading and administration services and snow plowing and landscaping services pursuant to various agreements. There are agreements and/or leases and/or licences that it is required to enter into with the Declarant or a subsidiary body corporate, holding body corporate and/or affiliated body corporate, of the Declarant, namely the Limited Recourse Agreement, the Limited Environmental Costs Agreement, the Licence Agreement (as hereinafter defined), the Utility Agreement(s), the Telecommunication Licences and Internet Agreement (as hereinafter defined). In addition or in the alternative, the Condominium shall be obliged to enter into the following agreements with various third party providers, namely:
- a) the Telecommunications Licences (as hereinafter defined);
 - b) the Management Agreement;
 - c) one or more Utility Agreements (in lieu of an assumption of the said agreement);
 - d) such further and other agreements for companies providing services to the condominium, such as landscaping services, etc., as set out in Sections 11 to 114 of the Act and as hereinafter set out.

In addition, the Declarant will reserve a licence over the common elements for the purposes of completing any outstanding work required in respect of the common elements and units and/or as may be required to be performed under any municipal development agreement and/or for the purposes of constructing the Condominium. The Corporation shall assume all long term maintenance obligations under the municipal agreements in the licence and indemnify the Declarant in the event that the condominium breaches the terms of such agreements and causes the Declarant loss or damage. The licence shall expire upon the earlier of 21 years less one day from the execution of the said agreement or completion of all obligations of the Declarant arising under the said agreement(s) and/or the completion of the Condominium (hereinafter referred to as the "**Licence Agreement**"). The Licence Agreement will also contain a licence permitting the Declarant and/or Permitted Party the use of the common elements of the condominium for the purposes of allowing it to conduct its construction, marketing, sales, customer service and leasing programs, at such location within the common elements of the Condominium as the Declarant or Permitted Party requires, in its sole discretion, until the earlier of 21 years less a day or the time as the Declarant/Permitted Party has sold and conveyed title to all units in the Condominium owned by the Declarant/Permitted Party, or some earlier date chosen by the Permitted Party in its sole discretion (hereinafter referred to as the "**Marketing Termination Date**"). This licence shall also include the use of the visitor parking by the Permitted Party and its invitees,

agents or employees. The Licence Agreement is annexed as Schedule "A" to By-law No. 5 of this Condominium and is also contained in the declaration. The Declarant/Permitted Party shall also be entitled to use any residential unit owned by it as a sales or leasing office, construction office and/or model suite until the Marketing Termination Date.

23. **Telecommunications Services and Licences:** The corporation and/or the Declarant may have to enter into an easement, service and marketing contract with the telephone, cable television ("CATV") and internet service provider(s) (the "**Service Providers**") which will confirm that the wiring, equipment and appurtenances of the Service Provider remain the property of the Service Provider and not the Condominium and which may grant the Service Provider with licences or easements to allow such Service Providers access to the property to install, maintain, upgrade, operate, remove, replace, supplement and service the signal distribution and processing equipment, cables and appurtenances and to market their services. The licenses in favour of the CATV, telephone and/or internet Service Providers are hereinbefore and hereinafter referred to as the "**Telecommunication Licences**". The costs of any CATV, telephone and/or audio and/or visual service will be billed to the individual units and will not comprise part of the common expenses of the Condominium.

The Purchaser acknowledges that CATV and telecommunications services provided to residential units pursuant to Telecommunications Licences may include exclusivity provisions in favour of a Service Provider whereby such Service Provider may be the only entity able to provide CATV, telecommunications or internet services to the Condominium and its residential units. Purchasers are advised that pursuant to the Act that Telecommunication Licences cannot be terminated for ten years and are not subject to the terms and conditions of Sections 112 to 114 of the Act.

24. **Intention to Amalgamate:** The Declarant has no intention of amalgamating this Condominium with any other condominium nor does it intend to cause the Condominium to be amalgamated with any other condominium within 60 days of the date of registration of the declaration and description for this Condominium.
25. **Declarant's Entitlement to Interest:** Purchasers are advised that pursuant to Section 82(8) of the Act, the Declarant is entitled to retain the excess of all interest earned on monies held in trust in respect of the purchase transaction (i.e., deposits), over and above the interest that it must pay to the Purchaser under Section 82 of the Act.
26. **Purchaser Rights of Termination:** Sections 73 and 74 of the Act are attached as Schedule "A" to this Disclosure Statement. **These sections set out the Purchaser's right to terminate the agreement of purchase and sale in respect of the condominium unit within the 10 day period after the delivery of the disclosure documents and a fully executed agreement of purchase and sale for the unit.**
27. **Standard Unit:** Bylaw No. 2 sets out the description of the standard units for the purposes of insurance coverage. The standard unit is used in determining whose responsibility it is to insure a unit and/or the improvements and betterments thereto. The Corporation must insure the units to the standard unit level, but all improvements and/or betterments installed to the unit in excess of the standard unit threshold shall be the responsibility of the unit owner to insure.

Municipal Services and Private Services

28. **Waste Services:** It is currently anticipated that the Units in the Condominium shall be serviced by municipal garbage and re-cycled materials pick-up, and the owner of Units in the Condominium shall be obliged to bring their waste and recyclable materials to the earth bin, mulock and/or central garbage facility. Purchasers should refer to the draft site plan for proposed locations of such earth bin, mulock and/or central garbage facility.
29. **Community Mail Boxes:** The Condominium will be serviced by community mail boxes and there will be no door to door postal service for the Condominium. Purchasers should refer to the draft site plan for proposed locations of such community mailboxes.
30. **Private Services:** The buildings housing the Residential Units are serviced by municipal sewer, waste water and water services to be used and enjoyed by the residential unit owners and occupants. The services and utilities located within the Condominium and the private internal walkways, ramp and road works including curbs and gutters and street lighting, if any (the "**Private Works**") shall be and remain at all times under the separate ownership of the Condominium. The Condominium shall be responsible for the regular maintenance, repair and upkeep of the Private Works and such Private Works

are to form part of the common elements comprising the condominium. The Town of Caledon is not responsible in any manner whatsoever with respect to the maintenance, repair or upkeep of such Private Works. All costs and expenses associated with the construction, establishment, maintenance, repair and upkeep of such Private Works are the responsibilities of the Condominium.

31. Snow Removal: The Town of Caledon does not require off-site snow removal. However, in the case of heavy snow falls, the limited storage space available on the property may make it necessary to truck snow off the site and the cost of same will be included in the common expense fees.

GENERAL PROPERTY DESCRIPTION

32. **General Description of the Development**: The Condominium shall be constructed on the Real Property. The Condominium shall consist of 4 three storey blocks of townhouses. The stacked townhouse residential units will appear to have 4 stories although as a matter of the Building Code such units will be considered 3 stories. The residential portions of the buildings above the garage shall be of wood/steel frame and/or load bearing masonry construction with veneer exteriors of brick, stucco and/or stone material with elements of glass, wood, metal and stone facing. The Declarant reserves the right to use structural steel and/or concrete in place of structural wood framing. The residential units will not have sprinklers. The buildings will be constructed pursuant to Part 9 of the Ontario Building Code.
33. There are a variety three bedroom units in the Condominium. However, the Declarant reserves the right to vary such product mix and to combine and/or subdivide such units in the future percent to any approvals received from any Governmental Authorities. Even though all such units appear to have entrances to the living areas of the units at different levels, legally all units have a direct or shared access from grade and therefore all townhouse units are legally noted as being on Level 1 of the Condominium. Each of the Residential Units shall have an entrance at Level 1 (with there being stairs up to the upper Residential Units from Level 1) and the Residential Units with living space on the second and third levels each having internal stairs within the units to the principal living areas. Each residential unit will have the use of an entrance porch.. All condensers forming part of the Unit HVAC serving the unit air-conditioning systems will be located on the terrace, balcony or patio of such unit and therefore these condensers will comprise a source of noise affecting the use of such areas. The Declarant reserves the right to increase or decrease the final number of residential units intended to be created within the Condominium, as well as the right to alter the design, style, size and/or configuration of the building, or Residential Units within the Condominium including the conversion of any parking area to living space, all in the Declarant's sole discretion. In addition, one or more Residential Units situate adjacent to one another may be divided, combined or amalgamated prior to the registration of the Condominium, in which case the common expenses and common interests attributable to such proposed former units will be incorporated into revised percentages for the divided or combined unit(s), and the overall residential unit count of the Condominium will be varied and adjusted accordingly. None of the foregoing changes or revisions (if implemented) shall in any way be considered or construed as a material change to this disclosure statement and these provisions may be inserted in the final declaration.
34. Each unit will have a single car garage comprising part of the dwelling unit and with each dwelling unit to have an exclusive use single car driveway appurtenant to the unit. Please review the plan attached to this disclosure agreement.
35. The development is bounded by Tim Manley Avenue to the North, Petch Avenue to the East, a woodlot to the west and a portion of the woodlot and residential dwellings to the south. It is intended that there will be a driveway entrance on both Tim Manley Avenue and Petch Avenue.
36. **Modification to the Development**: The configuration , layout, boundary and area of the units and the lands upon which the units are proposed to be constructed are subject to change by the Declarant, in its sole, unfettered and subjective discretion and/or as required by any Governmental Authority and this includes the elevations of the townhouses. The Purchaser acknowledges that the Vendor shall have absolute and unfettered discretion in the determination of the configuration of the Property and/or buildings or other installations comprising part of the proposed Condominium, and that provided that the unit being purchased by the Purchaser is located in the proximate area and level as represented, and provided that there are no material modifications or increases to the common expenses applicable to such purchased unit, that any

modifications made by the Declarant to the property, installations, buildings etc. comprising part of the condominium shall not be deemed to be a material change.

37. **Security:** There will not be any perimeter security systems in the building or units and purchasers of units in the Condominium must make their own arrangements for the installation and operation or ensuite security systems within the Residential Units.
38. **Water Services:** This Condominium has been designed so that water service supplied to the Condominium for the common elements will be bulk metered and to the extent not separately check metered as hereinafter set out, will form part of the Budget. However, the intention is that the water consumed within a unit will be invoiced as a separate utility and the costs of same will be not be included in common expenses. It is currently anticipated by the Declarant that it will enter into an agreement with an arm's-length company (the "**Utility Supplier**") that will measure the consumption of water services to each Residential Unit (in each instance referred to as a "**Service**"). This agreement(s) will require the Corporation, after its creation, to enter into a similar agreement with the Utility Supplier (the "**Utility Agreement**"). The Declarant hereby advises purchasers as follows with respect to these agreements with the Utility Supplier:
- a) The Utility Supplier will make a capital contribution to the distribution system for water in the Building by, among others things, designing and installing separate water consumption meters ("**Utility Meters**") within the Condominium. The Utility Meters shall not form part of the common elements of the Condominium and shall be owned by the Utility Supplier at all times.
 - b) The Utility Supplier shall be responsible for operating the aforementioned distribution system in accordance with the terms of the Utility Agreement. In this regard, the Utility Supplier (and employees, agents, contractors, consultants and other personnel) shall have the right in the nature of an easement to access the Condominium for the purpose of complying with its obligations pursuant to the Utility Agreement, which rights will be reflected in an easement to be registered against title to the Property.
 - c) Residential Units will be separately metered to measure the consumption rate of water for each Unit. The cost of water for each Unit shall not form part of the common expenses allocable to such unit. The owners or occupants of each Unit shall be responsible for payment or all costs and expenses for water to the Unit at the rates charged by the Utility Supplier.
 - d) Each owner or occupant of a Residential Unit shall enter into the Utility Supplier's form of Utility Supply and Services Agreement with the Utility Supplier on or before taking occupancy of their Unit.
 - e) Each owner or occupant of a Residential Unit may be required to pay a security deposit to the Utility Supplier on or before taking occupancy of their Unit and the Utility Supplier shall have the right to conduct credit checks on each owner or occupant of a Unit.
 - f) In the event that an owner or occupant fails to pay any amount owing to the Utility Supplier when due (a "**Defaulting Owner**"), then the Utility Supplier shall employ its normal collection practices which may include terminating the supply of water to the Unit until all amounts owing by such owner or occupant to the Utility Supplier have been paid in full.
 - g) The Utility Agreement will provide that if such agreement is terminated pursuant to Section 112 of the *Condominium Act, 1998* or otherwise, the Utility Supplier shall be permitted to remove its meters (or any part thereof) from the Property and the building and/or recover its capital investment in the distribution system and all associated termination, disconnecting and removal costs.
39. **Lien for Unpaid Utility Invoices:** Without limiting the generality of the foregoing, in addition to any rights of the Utility Supplier, in the event that a Unit owner or occupant fails to pay for his or her metered and invoiced service, and the Condominium is obliged to pay such defaulted amount as part of the bulk invoice for the services, the Condominium shall be entitled to maintain and enforce a lien against the Defaulting Owner's Unit(s), as security for the payment of his unpaid utility costs, and all costs and expenses incurred by the Condominium in collecting (or attempting to collect) same, together with all outstanding interest accruing thereon as aforesaid; and said lien shall

be enforceable by the Condominium in the same manner, and to the same extent, as a real property mortgage or charge, and with all the powers, rights and remedies inherent in, or available to, a mortgagee or chargee when a mortgage or charge of real estate is in default pursuant to the provisions of the Mortgages Act, R.S.O. 1990 as amended, and/or any other applicable statutory provision or common law principle applicable thereto. In the event that the Land Registrar requires the Condominium, as a prerequisite to the registration and/or enforcement of said lien, to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Condominium shall be entitled to forthwith apply to such court for same, and the Defaulting Owner shall for all purposes, be deemed to have consented to any such application by the Condominium, and concomitantly, the Defaulting Owner shall be forever barred and estopped from bringing or instituting any action, suit, claim or other proceeding to defend, defeat, hinder or delay any such application by the Condominium, or the maintenance and enforcement of said lien by the Condominium. The lien or charge so maintained by the Condominium pursuant to the foregoing provisions of this Section, shall be deemed to be fully postponed and subordinate to all liens, mortgages, charges or other encumbrances (including any and all amendments thereto) which are registered against the Defaulting Owner's Unit(s) in priority to the registration of the said lien or charge of the Condominium (hereinafter collectively referred to as the "**Prior Charges**"), and shall also be deemed to be fully postponed and subordinate to all mortgage advances theretofore made or thereafter to be made under the Prior Charges. The rights set out above shall be in addition to and not in substitution of the rights of the Condominium to maintain a lien pursuant to the Condominium Act, 1998 for such unpaid amounts.

40. **Electricity Services:** The Residential Units shall each have the benefit of individual electrical services that shall be separately metered and invoiced to the owner or occupant of the Unit by a utility company. The costs of the electricity consumed within a Unit shall be borne by and paid for by the owner of the Residential Unit and such costs shall not be included in the common expenses of the Corporation.
41. **Natural Gas Services:** The Residential Units shall each have the benefit of natural gas services that shall be separately metered and invoiced to the owner or occupant of the Unit. The costs of the natural gas consumed within a Unit and/or appurtenant exclusive use terrace and/or patio shall be borne by and paid for by the owner of the Residential Unit and such costs shall not be included in the common expenses of the Corporation. Provided however that the availability of gas services for cooking is not guaranteed at this time, ignores the availability for natural gas connections for barbecues.
42. **Hot Water Services:** The Residential Units shall each have the benefit of an in-suite combination boiler and storage tank, which shall provide hot water service to the Residential Unit. The HW Equipment shall be leased and invoiced to the owner or occupant of the Unit, and such costs shall not be included in the common expenses of the Corporation.
43. **Changes to Metering Availability:** In the event that the Declarant is unable to obtain individual metering for electricity, water and/or natural gas services and/or utilities, or if the cost of obtaining such individual metering for any of such utilities is economically unfeasible, as determined by the Declarant, in its complete and unfettered discretion, then such utilities and/or services will be provided to the Condominium and to the Units, and the cost of such utilities and/or services shall be included within the common expenses, and such amendment or increase in the common expenses shall not be considered a material change.
44. **Changes in Utility Rates before Registration:** In the event that the utility rates for water, gas and/or electricity services used in connection with the common elements change and/or increase, then the budget may be increased by the amount of such utility price increases. The budget contains more detail with respect to the estimated rates used for the first year operating budget and potential increases of such rates.
45. **Metering of Utilities and the Budget:** Purchasers are advised that the costs of water, hydro-electricity and natural gas, if applicable, forming part of the common expenses are based on the cost of such utilities as of the date of this disclosure statement. If the cost of water, hydro-electricity and/or natural gas is more than the market rates for such utilities used in the estimates for the first year budget attached with the disclosure statement, then the Declarant reserves the right to increase the budget based on any increase in the cost of such utilities and same shall not be a considered a material change.

46. **Unit HVAC System:** Each residential unit shall have an individual combination forced air heating, ventilation and air-conditioning system (hereinbefore defined as the "**Unit HVAC System**") which will be included in the purchase price of the Units. The owners of the Residential Units shall be responsible for the costs of the operation and maintenance and repair of the Unit HVAC System, and the costs of any gas and electricity consumed by the Unit HVAC System, which costs are not included in the common expenses. All condensers serving the unit air-conditioning systems will be located on the terrace, balcony or patio of such unit.
47. **Repairs by Licenced Tradesmen:** No owners shall repair, renovate, upgrade and/or alter the Unit Services (as defined in the Declaration) and/or repair renovate, upgrade and/or alter any plumbing, gas, sanitary and/or electrical fixture or item affixed to the common elements (hereinafter collectively referred to as the "**Fixture**"), where such Fixture is situate within a residential unit unless such work is undertaken by a tradesman licensed to undertake and/or perform such work.

CONTRACTS UNDER SECTIONS 111 to 114 OF THE CONDOMINIUM ACT

Management Agreement

48. The condominium will be entering into a management agreement (the "**Management Agreement**") with a qualified professional property manager (the "**Manager**") not related or associated with the Declarant, pursuant to which the Manager will be the exclusive representative and managing agent of the Corporation, for a period of three (3) years from the date of registration of the Corporation. The management fee for the first year is set out in the first year budget attached to this disclosure statement and will be subject to annual increases. The duties of the manager are fully set out in the management agreement, and include, amongst other things, the enforcement of the terms of the condominium's declaration, by-laws and rules; the collection of common expenses; the repair and maintenance of common elements; and the keeping of accounts of all financial transactions involved in managing the condominium. The Manager acknowledges its management of the Property (as defined in the Act) shall be subject to the specific instructions of the Corporation as expressed by its board and it further agrees to carry out expeditiously the instructions of the Condominium Corporation and its board. The Manager will furnish its best skill and judgment and to co-operate in furthering the interests of the Corporation. The Manager will furnish efficient business administration and supervision and perform its responsibilities both administrative, financial and advisory, in the best manner, consistent with effective management techniques and in the most expeditious and economical manner consistent with the best interests of the Corporation.
49. The details of the Managers responsibilities are set out in the management agreement provided with this Disclosure Statement. However, generally the Manager shall perform the following duties, subject to the direction of the board:
- (a) **Corporation Funds**
Collect and receive in trust for the Corporation all monies payable pursuant to the Act, the Declaration and By-laws by the Owners of the units of the Corporation building (hereinafter referred to as "the Owners") or others, and deposit the same into the account of the Corporation maintained by the Manager as the Board of Directors may otherwise from time to time direct. All such monies shall thereafter be used to:
- i) **Disbursements**
Make payment of all accounts properly incurred by or on behalf of the Corporation.
- ii) **Insurance**
Arrange for the insurance and any appraisals in connection therewith required by the Corporation in accordance with the provisions of the Act, the Declaration and By-laws.
- iii) **General Maintenance & Repairs**
Repair and maintain or cause to be so repaired and maintained those parts of the Property and assets of the Corporation which require repair and maintenance by the Corporation in accordance with the provisions of the Declaration and By-laws and by following up deficiencies noted during a weekly walk of the property. Without limiting the generality of the foregoing, to arrange for the supply as may be required for electricity, gas, water and other services. Arrange through use of Property

employees and/or independent contractors as in each instance may seem the more desirable for the effective and economical operation, maintenance and repair of the Property and its equipment as may be required by the Corporation or deemed desirable by the Manager or so as to comply with the enforcement of any regulations and requirements of which the Manager is notified by the local Board of Health, Police and Fire Department and any other Municipal, Provincial and Federal authorities having jurisdiction which affect the Property. Without limiting the generality of the foregoing, such arrangements shall include where applicable to the Property, removal of litter and disposal of waste, snow and ice removal, landscaping and grounds maintenance (provided that the owners of the Residential Units shall be responsible for the landscaping and maintenance of the lands directly in front of their particular Residential Units and terraces), fire hydrant servicing, exterior painting, alterations and any supervision and maintenance necessary in connection with the Property.

iv) Reserve Fund

Establish to the credit of the Corporation in a separate trust account if such account has not yet been established by the Board in the name of the Corporation for major repair and replacement of the common elements and assets of the Corporation, on a monthly basis, the proportionate amount of the total budgeted expenditure allocated by the Corporation in its budget statement for the establishment of the reserve fund to ensure that such monies so allocated by the Corporation are not used or employed by the Manager in the payment of operating expenses.

(b) Enforcement

Take such action within its power short of legal action to enforce the terms of the Act and the Declaration, the By-laws, and the Rules and any amendments to any of the foregoing which may be in force from time to time subject to the direction of the Board, and to instruct legal action as directed by the Board at the expense of the Corporation.

(c) Advisement

Advise and consult with the Board with respect to any further By-laws, and rules which in the opinion of the Manager ought to be established to further the harmonious and satisfactory operation of the Property for the common benefit of the Owners.

(d) Communication to the Owners

Forthwith after their enactment, communicate to all Owners the text and import of any further By-laws or Rules or amendments thereto. Arrange the location of all general meetings of Owners and undertake the preparation and mailing of the notice of meeting, agenda and proxy forms together with minutes of the previous meeting.

(e) Insurance Claims

Supervise insurance or other claims by or against the Corporation and see that the rights of the Corporation in respect to such claims are protected.

(f) Employees of the Corporation

Hire at the Corporation's expense, pay, supervise and discharge as may be necessary from time to time all persons required (subject to budgetary limitation agreed upon with the Corporation, subject also to the prior written approval of the Board of Directors) for the proper operation and maintenance of the Property and its equipment. All salaries, taxes and other expenses payable on account of such employees shall be operating expenses of the Corporation.

(g) Employee Records

Maintain proper payroll records with respect to all persons engaged to work at the Property in accordance with the foregoing sub-clause (f) and to make all payroll reports and returns required by law and to remit to the proper authorities all deductions and payments for income tax, unemployment insurance, hospitalization, medical and other group coverage, Canada Pension Plan, Workplace Safety & Insurance Board, and any other deductions or payments which may from time to time be applicable to any such persons and/or their employer.

- (h) Supervision of Employees
Direct and supervise any and all persons employed pursuant to this Agreement, for the operation and maintenance of any equipment in existence or which might be in existence and which the Corporation desires or is obligated to operate and maintain, and shall arrange and be responsible for any technical instructions of personnel employed at the Property which may be required for the proper operation and maintenance of such equipment, the cost of such instruction to be borne by the Corporation.
- (i) Maintenance Schedule
Prepare, specify and present a maintenance schedule duly approved by the Board; to arrange for the preparation of such work as may be necessary; direct on a regular basis the activities of all persons employed to work at the Property; provide such supervision as may be reasonably necessary; prepare and provide to the Board a job description for maintenance staff and cleaners, specifying the frequency of performance of major responsibilities; provide the necessary supervision of these employees and tradesmen required from time to time on the Corporation's site, it being understood that these employees and tradesmen will take their direction only from the Manager's authorized personnel.
- (j) Contracts
Contract with prior written approval of the Board, on behalf of the Corporation with any person, firm or Corporation to perform any work or service for the Corporation within the scope of the Manager's duties under this Agreement. Use reasonable diligence to assure that contracts and agreements between the Corporation and supplier or service provider are performed in accordance with their terms.
- (k) Materials, Equipment and Supplies
Purchase on behalf of the Corporation, such equipment, tools, appliances, materials and supplies as are necessary for the proper operation and maintenance of the Property. All such purchases and contracts shall be in the name of and at the expense of the Corporation.
- (l) Fire and Safety
Record and put into practice a formal fire and safety plan, the costs of which shall be borne by the Corporation, which shall at minimum include:
- i) Compliance with the Ontario Fire Code;
 - ii) Identification of all residents requiring assistance in the event of an emergency; and
 - iii) Identification and elimination on a planned basis of hazards to safety.
- (m) Emergency Situations
At all times keep the Board of Directors advised of the telephone number or numbers at which an agent or employee of the Manager may be reached at any time during normal business hours with respect to any infraction of the Declaration, the By-laws, the Common Element Rules or any other Rules and Regulations, or at any time during the day or night in respect of any emergency involving the Property and assets of the Corporation, and make all arrangements to deal promptly with such infractions and immediately with any emergency arising in connection with the maintenance and operation of the Property and assets of the Corporation. The Manager shall, in its discretion reasonably exercised, determine whether or not an emergency exists and whether or not such emergency is of a minor or major nature.
- (n) General Authority
1) Generally do and perform and where desirable contract as agent for and in the name of the Corporation for all things desirable or necessary for the proper and efficient management of the Property (including the giving of proper attention to any complaints and endeavouring as far as economical to reduce waste) and perform every other act whatsoever in or about the Property to carry out the intent of this Agreement, provided however that the Manager shall not authorize any work, repairs, alterations or maintenance estimated to cost in excess of \$1,000.00 for any one item or group of related items without first obtaining the Board's approval to proceed with such work except for monthly or recurring operating charges, and provided further that in the case of any work, repairs, alterations or maintenance estimated to cost in excess of

\$1,000.00, the Manager shall obtain and submit to the Board for approval two or more independent estimates of the cost of any such work. If, in the Manager's opinion, there exists a hazardous situation which could cause personal injury or damage to the Property of the Corporation or its equipment or contents, or which could impair the value of the Owners' investment, or which could cause the suspension of any service to the Corporation at a time when the Corporation or its representatives cannot be reasonably located for the purpose of giving approval for such work, or if failure to do such work might expose either the Corporation or the Manager or both to the imposition of penalties, fines, imprisonment or any other substantial liability, then the Manager is hereby authorized to proceed with such work as in its sole and absolute discretion it reasonably determines to be urgently necessary for the protection and preservation of the Property of the Corporation and the Units or to protect the Corporation or the Manager from exposure to fines, penalties, imprisonment or any other substantial liability, subject, however, in each and every instance to the Act and specifically Section 42 thereof. In the case of a hazardous situation report to the Board as soon as possible.

- 2) Subject to the Act, the Corporation hereby authorizes the Manager, its servants or agents or employees to enter any unit with or without the consent of the unit Owner or Owners to effect such necessary work which in its sole and absolute discretion, acting reasonably, it determines to be urgently necessary for the protection and preservation of the Property of the Corporation or its equipment or contents or the Owners' investment therein or to protect the Corporation or the Manager from exposure to fines, penalties, imprisonment or any other substantial liability. In the event such an entry is necessary, the Manager shall make all reasonable efforts to ensure at least two persons are in the unit at all times during the entry.
- (o) Information
Receive in writing (except in case of emergency) and co-ordinate the disposition of, requests for information and service concerning or relating to the duties and obligations of the Manager as provided by this Agreement, in all cases referring to the Board of Directors such requests as involve policy decisions or interpretations of the Declaration, By-laws and Rules and Regulations of the Corporation.
 - (r) Meetings
At the request of the Board, schedule and arrange the facilities for all general meetings of the Corporation and deliver to the Owners or such other persons as are entitled to notice, pursuant to the Act, Declaration or By-laws, such notices and other information as is required in connection with the holding of such meetings.

Other Section 112 Contracts

50. The Corporation will be entering into other contracts for snow plowing, landscaping, and other maintenance and services. However, the Declarant has not chosen any specific service contractors and/or equipment leasing companies as of the date of this disclosure statement, but has merely budgeted for the costs of such contracts based on its knowledge of such contract costs within the City. The Condominium will also be obliged to enter into the Internet Agreement and the Utility Agreements and these are Section 112 Agreements.

Other Agreements and Obligations

51. Each of the following agreements will be entered into by the Corporation in order to comply with the obligations imposed on same pursuant to the Act. If the Declarant arranges for these contracts for the Corporation prior to its registration, then the contracts arranged by the Declarant may be terminated by the Corporation pursuant to the provisions of Section 112 of the Act and the Corporation will thereafter have to enter into replacement contracts with respect to same. The costs of these contracts is included in the budget for the condominium:

- (a) **Reserve Fund Study**

The Condominium is obliged to establish and maintain one or more reserve funds to cover the costs of the major repair and replacement of the common

elements and assets of the Condominium. In turn, the Condominium is obliged to retain an independent and qualified consultant to conduct a reserve fund study, for and on behalf of the Condominium, within the first year following registration, in accordance with the provisions of section 94(4) of the Act. The reserve fund study will confirm, amongst other things, the adequacy of the reserve fund, and the annual appropriation necessary to cover the anticipated repair and replacement costs of the common elements and other assets of the Condominium, based on their respective life expectancy. The reserve fund study must be updated on a periodic basis, at the times and in the manner prescribed by the Act. Pending the Condominium's receipt of the first reserve fund study and its implementation of a proposed funding plan with respect thereto (if same is necessary), the total amount of the contributions to the reserve fund shall in no case be less than 10% of the budgeted amount required for contributions to the common expenses, exclusive of the reserve fund. The cost of conducting the study shall be a common expense which the board may charge to the reserve fund. The proposed first year budget statement makes specific reference to the estimated cost of retaining a qualified consultant to conduct the reserve fund study for and on behalf of the Condominium. This estimate has been based on a price figure negotiated by the Declarant, with a duly qualified and independent third party consultant, to undertake the reserve fund study on behalf of the Condominium immediately after the Condominium has been created. In the event that the non-declarant board of directors terminates the contract entered into and chooses to retain an alternate consultant to undertake the reserve fund study, or to prepare a second reserve fund study at a cost or figure higher than the negotiated price or additional cost in the case of a second study, then with respect to the Declarant's accountability for any deficiency in the first year budget arising pursuant to section 75 of the Act, it is the Declarant's stated position that it shall only be responsible for the amount of the negotiated price, insofar as the cost of the reserve fund study is concerned, and that any expenditure in excess of said amount shall be the sole responsibility of the Condominium. The Declarant shall not be required to adjust the reserve fund in the first year Budget Statement nor fund any reserve fund shortfall in that regard, notwithstanding the recommendations of any Reserve Fund Study. Purchasers are hereby advised to carefully review the first year budget statement enclosed herewith for further details.

(b) **Performance Audit**

The Condominium will be obliged to engage or retain a consultant who holds a certificate of authorization within the meaning of the Professional Engineers Act, or alternatively a certificate of practice within the meaning of the Architects Act to conduct a performance audit of the common elements on behalf of the Condominium, no earlier than 6 months and no later than 10 months following registration, in accordance with the provisions of section 44 of the Act, and to inspect and report on the condition or state of repair of all major components of the building(s) comprising part of the common elements as specified by the Act. Before the end of the 11th month following the registration of the declaration, the person who conducts the performance audit is obliged to submit his or her report on the state of the deficiencies (if any) with respect to the common elements of the Condominium, to the board of directors, and to file such report with the Tarion Warranty Program. Once such report has been filed with the Tarion Warranty Program, it shall be deemed to constitute a notice of claim under the Ontario New Home Warranties Plan Act R.S.O. 1990 as amended, for the deficiencies disclosed therein. The cost of the performance audit shall be a common expense.

Pursuant to the provisions of the declaration, the Condominium is obliged to permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the performance audit while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the performance audit, and to also permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the performance auditor in connection with the performance audit (if the Declarant chooses to do so) for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same maybe promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the performance

auditor, prior to the end of the 11th month following the registration of the Condominium and the corresponding submission of the performance auditor's report to the board and the Taron Warranty Program.

The proposed first year budget statement makes specific reference to the estimated cost of retaining a qualified consultant to conduct the performance audit. This estimate has been based on a price figure negotiated by the Declarant with a duly qualified and independent third party consultant to undertake the performance audit on behalf of the Condominium, after the Condominium has been created. In the event that the board of directors chooses to retain an alternate consulting engineer or architect to undertake the performance audit, at a cost or figure higher than the negotiated price, then with respect to the Declarant's accountability for any deficiency in the first year budget arising pursuant to section 75 of the Act, it is the Declarant's stated position that it shall only be responsible for the amount of the negotiated price, insofar as the cost of the performance audit is concerned, and that any expenditure in excess of said amount shall be the sole responsibility of the Condominium. Purchasers are hereby advised to carefully review the first year budget statement enclosed herewith for further details.

RULES

52. Purchasers are hereby advised that pursuant to section 58 of the Act, the board may make, amend or repeal rules respecting the use of the units and common elements, in order to promote the safety, security and/or welfare of the owners and of the property and assets of the Condominium, or to prevent unreasonable interference with the use and enjoyment of the common elements, the units and/or the assets of the Condominium. The rules shall be reasonable and consistent with the provisions of the Act, the declaration and the by-laws of the Condominium. Every rule made by the board shall be effective thirty (30) days after notice thereof has been given to each owner, unless the board is in receipt of a written requisition requiring a meeting of the owners to consider same, or unless the rule (or an amendment to a rule) that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years, in which case such rule or the amendment thereto is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose. If such a meeting of owners is requisitioned or otherwise called and convened, then those rules which are the subject matter of said requisition or meeting shall become effective only upon the approval of a majority of the owners (represented in person or by proxy) at such meeting.
53. The rules shall be complied with and enforced in the same manner as the by-laws of the Condominium, but the owners may, at any time, and from time to time, amend or repeal a rule at a meeting of owners duly called for that purpose, and for greater certainty, each of the rules shall be observed by all owners, and by all residents, tenants, invitees and licensees of the units.
54. Purchasers should pay specific attention to the proposed rules of the Condominium accompanying this Disclosure Statement, which will be adopted and approved by the board of directors of the Condominium following the registration of the declaration, in accordance with the provisions of the Act. Amongst other things, these rules restrict, regulate or otherwise deal with alterations to the common elements, the disposal of garbage, the emission of noise, the obstruction of walkways, the parking of vehicles, the planting of flowers, the keeping of pets, etc.
55. Purchasers should also note that all costs and damages incurred by the Condominium as a result of a breach of any of the rules committed by any owner (or by such owner's tenants or guests) shall be borne by such owner and be recoverable by the Condominium against such owner in the same manner as common expenses.

ADVISORY CLAUSES

56. Purchasers/tenants are advised that it is anticipated by the Declarant that in connection with the Declarant's application to the appropriate governmental authorities for site plan approval, draft plan of condominium approval and or other approvals, certain requirements may be imposed upon the Declarant by various governmental authorities, quasi-governmental authorities, utilities, transportation corporations, etc. These requirements (the "**Requirements**") usually relate to warning provisions to be given to Purchasers in connection with environmental, site plan, municipal or other concerns (such as warnings relating to noise levels, the proximity of the building to major streets and similar matters). Accordingly, the Purchaser acknowledges that the agreement of

purchase and sale obliges the Purchaser to execute any and all documents required by the Declarant acknowledging, inter alia, that (1) the Purchaser is aware of the Requirements, and (2) if the Declarant is required to incorporate the Requirements into the final agreement of purchase and sale and/or the condominium documents the Purchaser shall accept the same, without in any way affecting this transaction. In addition, one or more development agreements may require the Condominium to provide the Purchaser with certain notices, including without limitation, notices regarding such matters as land use, the maintenance of retaining walls, landscaping features and/or fencing, noise abatement features, garbage storage and pick-up, school transportation, and noise/vibration levels from adjacent roadways. Purchasers acknowledges that the agreement of purchase and sale and/or the declaration of the Corporation obliges the Purchaser to be bound by, and comply with, the contents of any such development agreements, notice(s), etc. **PURCHASERS ARE ADVISED TO REVIEW THE TERMS IN SCHEDULE "C" OF THIS DISCLOSURE STATEMENT FOR FURTHER ADVISORY CLAUSES APPLICABLE TO THE SUBDIVISION, CONDOMINIUM AND/OR REAL PROPERTY.**

OTHER MATTERS OF IMPORTANCE

Limitations on Insurance

57. The Vendor's builder risk and/or comprehensive liability insurance (effective prior to the registration of the Condominium), and the Condominium's master insurance policy (effective from and after the registration of the Condominium) will only cover the common elements and the standard unit(s) (see the draft by-law in this regard) and will not cover any betterments or improvements made to the standard unit(s), nor any furnishings or personal belongings of the Purchaser or occupants of the Unit, and accordingly purchasers should arrange for their own insurance coverage with respect to same, effective from and after the date the Purchaser is obliged to take possession of the Residential Unit.

Purchasers to Review the Location of the Units and Floor Plans

58. The Purchaser is advised to review the floor plans and key plan provided to him/her in order to be satisfied with both the Unit's location on a particular level and the Unit's location beneath or above certain activities, structures, amenities and facilities. The Purchaser acknowledges that actual views from the proposed Condominium (or as may be shown on any site plan, artist's renderings or scale model) may be obstructed in the future due to the construction of any other development in the vicinity of the Condominium. The obstruction of such views shall not be considered a material change to the Disclosure Statement and purchasers shall have absolutely no claim or cause of action against the Declarant, including without limitation, a claim for a refund, credit, reduction/abatement or set-off whatsoever against any portion of the Purchase Price, or against any portion of the Occupancy Fees so paid or payable, as a result of the obstruction of such views.

Sales Representatives

59. The Vendor's sales agents and representatives and all persons working in the Vendor's sales office are acting on behalf of the Vendor and are representing the interests of the Vendor first and foremost, and are compensated through and/or by the Vendor, and the Purchaser is receiving customer service only.

Revisions to the Development and Material Change

60. The Purchaser acknowledges and agrees that the Vendor may, from time to time in its sole discretion, due to site conditions or constraints, or for marketing considerations, or for any other legitimate reason, including without limitation any request or requirement of any of the Government Authorities (including any condition imposed as a condition of site plan approval) or any request for revisions from the Vendor's architect or other design consultants:
- (a) change the Property and/or Units' municipal address or numbering of the Unit (in terms of the unit number and/or level number ascribed to any one or more of the units comprising the Unit), without the requirement of any amendment;
 - (b) change, vary or modify the plans and specifications pertaining to the Unit or the Condominium, or any portion thereof (including architectural, structural, engineering, landscaping, grading, mechanical, site servicing and/or other plans and specifications) from the plans and specifications existing at the inception of

the project, or existing at the time that the Purchaser has entered into this Agreement, or as same may be illustrated in any sales brochure(s), model(s) in the sales office or otherwise, including without limitation, making any change to the area of the Units, the total number of dwelling, parking and/or other ancillary units intended to be created within the Condominium, and/or any change to the total number of levels or floors within the Condominium, as well as any changes or alterations to the design, style, size and/or configuration of any dwelling, parking or other ancillary units within the Condominium;

- (c) change, vary, or modify the number, size and location of any windows, column(s) and/or bulkhead(s) within or adjacent to (or comprising part of) the Unit, from the number, size and/or location of same as displayed or illustrated in any sales brochure(s), model(s) or floor plan(s) previously delivered or shown to the Purchaser, including the insertion or placement of any window(s), column(s) and/or bulkhead(s) in one or more locations within the Unit which have not been shown or illustrated in any sales brochure(s), model(s) or floor plan(s) previously delivered or shown to the Purchaser (regardless of the extent or impact thereof), as well as the removal of any window(s), column(s) and/or bulkhead(s) from any location(s) previously shown or illustrated in any sales brochure(s), model(s) in the sales office or otherwise;
- (d) change the layout of the Unit such that same is substantially a reverse or mirror layout shown to the Purchaser (or a mirror image of the layout illustrated in any sales brochure or other marketing material(s) delivered to the Purchaser);
- (e) reduce the height of any building comprising part of the Condominium, increase and/or reduce the number of dwelling and/or parking spaces or other ancillary units and/or alter the elevations, massing and/or façade of the buildings; and/or
- (f) those items as set out in the Disclosure Statement wherein the Purchaser was advised of potential amendments to the Condominium and any matter related thereto which the Vendor has deemed not to comprise a material change inasmuch as the possibility for such change was disclosed to the Purchaser;

and that the such amendments or revisions to the development shall not comprise a material change.

July 14, 2023

SCHEDULE A

DISCLOSURE STATEMENT OF ZANCOR HOMES (CALEDON) LTD.

Sections 73 and 74 of the Condominium Act, 1998

Rescission of agreement

73 (1) A purchaser who receives a disclosure statement under subsection 72 (1) may, in accordance with this section, rescind the agreement of purchase and sale before accepting a deed to the unit being purchased that is in registerable form. 1998, c. 19, s. 73 (1).

Note: On a day to be named by proclamation of the Lieutenant Governor, subsection 73 (1) of the Act is amended by adding “and the condominium guide” after “statement”. (See: 2015, c. 28, Sched. 1, s. 64 (1))

Notice of rescission

(2) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser’s solicitor shall give a written notice of rescission to the declarant or to the declarant’s solicitor who must receive the notice within 10 days of the later of,

Note: On a day to be named by proclamation of the Lieutenant Governor, subsection 73 (2) of the Act is amended by striking out “the later of” in the portion before clause (a) and substituting “the latest of”. (See: 2015, c. 28, Sched. 1, s. 64 (2))

(a) the date that the purchaser receives the disclosure statement; and

Note: On a day to be named by proclamation of the Lieutenant Governor, clause 73 (2) (a) of the Act is amended by striking out “and” at the end. (See: 2015, c. 28, Sched. 1, s. 64 (2))

(b) the date that the purchaser receives a copy of the agreement of purchase and sale executed by the declarant and the purchaser. 1998, c. 19, s. 73 (2).

Note: On a day to be named by proclamation of the Lieutenant Governor, clause 73 (2) (b) of the Act is repealed and the following substituted: (See: 2015, c. 28, Sched. 1, s. 64 (3))

(b) the date that the purchaser receives a copy of the applicable condominium guide under section 71.1; and

(c) the date that the purchaser receives a copy of the agreement of purchase and sale executed by the declarant and the purchaser.

Refund upon rescission

(3) If a declarant or the declarant’s solicitor receives a notice of rescission from a purchaser under this section, the declarant shall promptly refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it. 1998, c. 19, s. 73 (3).

Material changes in disclosure statement

74 (1) Whenever there is a material change in the information contained or required to be contained in a disclosure statement delivered to a purchaser under subsection 72 (1) or a revised disclosure statement or a notice delivered to a purchaser under this section, the declarant shall deliver a revised disclosure statement or a notice to the purchaser. 1998, c. 19, s. 74 (1).

Definition

(2) In this section, “material change” means a change or a series of changes that a reasonable purchaser, on an objective basis, would have regarded collectively as sufficiently important to the decision to purchase a unit or proposed unit in the corporation that it is likely that the purchaser would not have entered into an agreement of purchase and sale for the unit or the proposed unit or would have exercised the right to rescind such an agreement of purchase and sale under section 73, if the disclosure statement had contained the change or series of changes, but does not include,

(a) a change in the contents of the budget of the corporation for the current fiscal year if more than one year has passed since the registration of the declaration and description for the corporation,

- (b) a substantial addition, alteration or improvement within the meaning of subsection 97 (6) that the corporation makes to the common elements after a turn-over meeting has been held under section 43,

Note: On a day to be named by proclamation of the Lieutenant Governor, clause (b) of the definition of “material change” in subsection 74 (2) of the Act is repealed and the following substituted: (See: 2015, c. 28, Sched. 1, s. 65 (1))

- (b) a substantial modification, within the meaning of subsection 97 (9), that is an addition, alteration or improvement that the corporation makes to the common elements after a turn-over meeting has been held under section 43,
- (c) a change in the portion of units or proposed units that the declarant intends to lease,
- (d) a change in the schedule of the proposed commencement and completion dates for the amenities of which construction had not been completed as of the date on which the disclosure statement was made, or
- (e) a change in the information contained in the statement described in subsection 161 (1) of the services provided by the municipality or the Minister of Municipal Affairs and Housing, as the case may be, as described in that subsection, if the unit or the proposed unit is in a vacant land condominium corporation. 1998, c. 19, s. 74 (2).

Note: On a day to be named by proclamation of the Lieutenant Governor, the definition of “material change” in subsection 74 (2) of the Act is amended by striking out “or” at the end of clause (d) and by adding the following clauses: (See: 2015, c. 28, Sched. 1, s. 65 (2))

- (f) except as is otherwise prescribed, an increase of less than 10 per cent in the common expenses mentioned in any part of subsection 72 (6), determined in accordance with the regulations,
- (g) except as is otherwise prescribed, an increase in the common expenses mentioned in any part of subsection 72 (6) if it is the result of the application, in the prescribed manner, of any prescribed taxes, levies or charges, or
- (h) anything that is prescribed.

Contents of revised statement

(3) The revised disclosure statement or notice required under subsection (1) shall clearly identify all changes that in the reasonable belief of the declarant may be material changes and summarize the particulars of them. 1998, c. 19, s. 74 (3).

Note: On a day to be named by proclamation of the Lieutenant Governor, subsection 74 (3) of the Act is repealed and the following substituted: (See: 2015, c. 28, Sched. 1, s. 65 (3))

Contents of revised statement

(3) The revised disclosure statement or notice required under subsection (1) shall be prepared in accordance with the regulations, shall clearly identify all changes that, in the reasonable belief of the declarant, are or may be material changes and shall summarize the particulars of them in the prescribed manner. 2015, c. 28, Sched. 1, s. 65 (3).

Time of delivery

(4) The declarant shall deliver the revised disclosure statement or notice to the purchaser within a reasonable time after the material change mentioned in subsection (1) occurs and, in any event, no later than 10 days before delivering to the purchaser a deed to the unit being purchased that is in registerable form. 1998, c. 19, s. 74 (4).

Note: On a day to be named by proclamation of the Lieutenant Governor, subsection 74 (4) of the Act is amended by striking out “within a reasonable time” and substituting “as soon as reasonably possible”. (See: 2015, c. 28, Sched. 1, s. 65 (4))

Purchaser’s application to court

(5) Within 10 days after receiving a revised disclosure statement or a notice under subsection (1), a purchaser may make an application to the Superior Court of Justice for a determination whether a change or a series of changes set out in the statement or notice is a material change. 1998, c. 19, s. 74 (5); 2000, c. 26, Sched. B, s. 7 (5).

Rescission after material change

(6) If a change or a series of changes set out in a revised disclosure statement or a notice delivered to a purchaser constitutes a material change or if a material change occurs that the declarant does not disclose in a revised disclosure statement or notice as required by subsection (1), the purchaser may, before accepting a deed to the unit being purchased that is in registerable form, rescind the agreement of purchase and sale within 10 days of the latest of,

- (a) the date on which the purchaser receives the revised disclosure statement or the notice, if the declarant delivered a revised disclosure statement or notice to the purchaser;
- (b) the date on which the purchaser becomes aware of a material change, if the declarant has not delivered a revised disclosure statement or notice to the purchaser as required by subsection (1) with respect to the change; and
- (c) the date on which the Superior Court of Justice makes a determination under subsection (5) or (8) that the change is material, if the purchaser or the declarant, as the case may be, has made an application for the determination. 1998, c. 19, s. 74 (6); 2000, c. 26, Sched. B, s. 7 (5).

Notice of rescission

(7) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor. 1998, c. 19, s. 74 (7).

Declarant's application to court

(8) Within 10 days after receiving a notice of rescission, the declarant may make an application to the Superior Court of Justice for a determination whether the change or the series of changes on which the rescission is based constitutes a material change, if the purchaser has not already made an application for the determination under subsection (5). 1998, c. 19, s. 74 (8); 2000, c. 26, Sched. B, s. 7 (5).

Refund upon rescission

(9) A declarant who receives a notice of rescission from a purchaser under this section shall refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it. 1998, c. 19, s. 74 (9).

Time of refund

(10) The declarant shall make the refund,

- (a) within 10 days after receiving a notice of rescission, if neither the purchaser nor the declarant has made an application for a determination described in subsection (5) or (8) respectively; or
- (b) within 10 days after the court makes a determination that the change is material, if the purchaser has made an application under subsection (5) or the declarant has made an application under subsection (8). 1998, c. 19, s. 74 (10).

Note: On a day to be named by proclamation of the Lieutenant Governor, section 74 of the Act is amended by adding the following subsections: (See: 2015, c. 28, Sched. 1, s. 65 (5))

Application

(11) A person who is or was a purchaser may make an application to the Superior Court of Justice for an order under subsection (12). 2015, c. 28, Sched. 1, s. 65 (5).

Court order

(12) The court, if satisfied that the declarant has, without reasonable excuse, failed to comply with subsection (1), (3), (4), (9) or (10),

- (a) shall order that the declarant pay damages to the person for the loss that the person incurred as a result of the declarant's acts of non-compliance with subsection (1), (3), (4), (9) or (10), as the case may be;

- (b) shall order that the declarant pay the person's costs of the application;
- (c) may order the declarant to pay to the person an additional amount not to exceed \$10,000; and
- (d) may order the declarant to comply with subsection (1), (3), (4), (9) or (10), as the case may be. 2015, c. 28, Sched. 1, s. 65 (5).

SCHEDULE B

**TO THE DISCLOSURE STATEMENT OF
ZANCOR HOMES (CALEDON) LTD.
PROJECT SITE PLAN**

Page 1/4

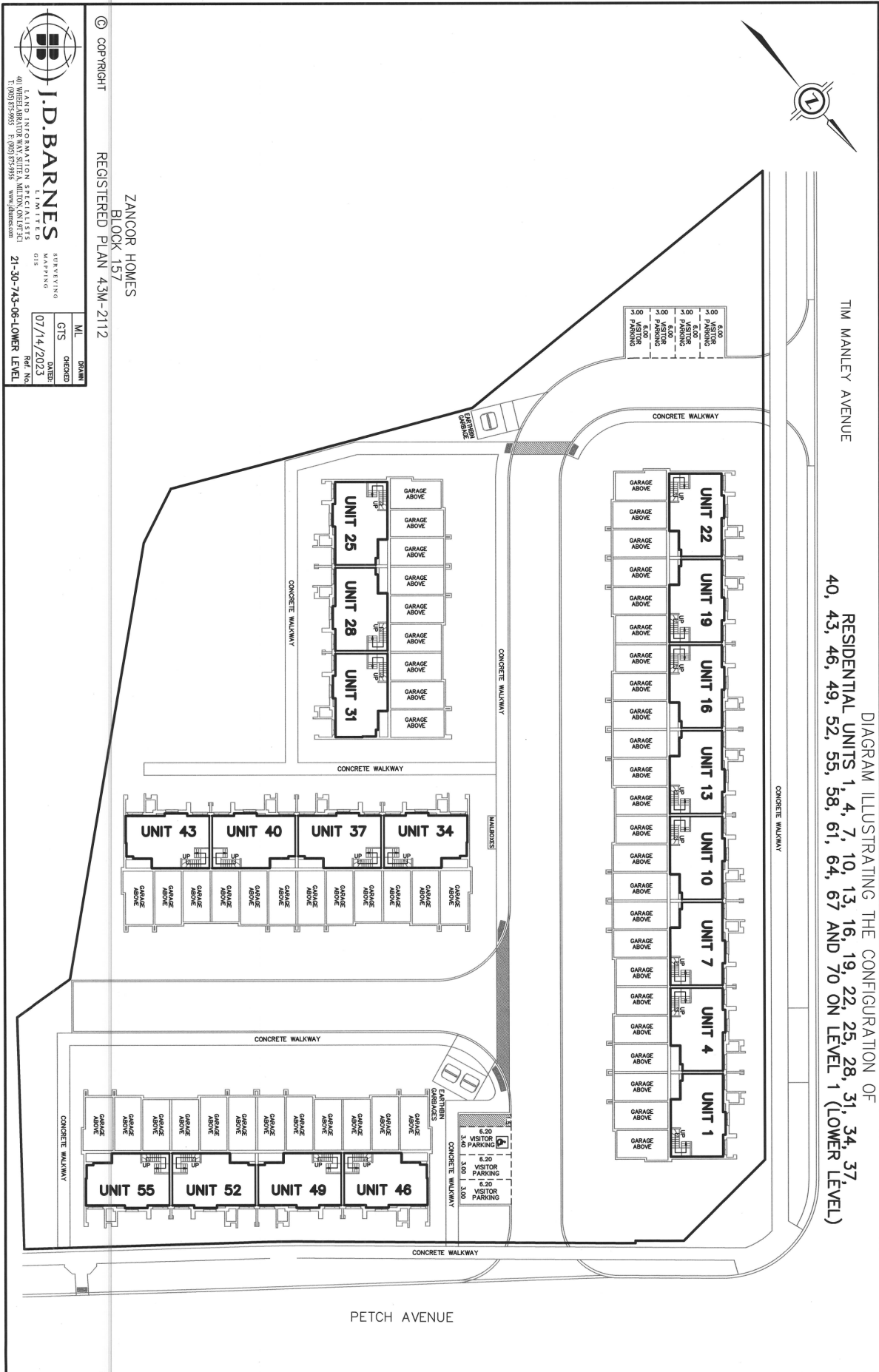


DIAGRAM ILLUSTRATING THE CONFIGURATION OF
RESIDENTIAL UNITS 1, 4, 7, 10, 13, 16, 19, 22, 25, 28, 31, 34, 37,
40, 43, 46, 49, 52, 55, 58, 61, 64, 67 AND 70 ON LEVEL 1 (LOWER LEVEL)

J.D. BARNES
LAND INFORMATION SPECIALISTS
LIMITED
SURVEYING
MAPPING
GIS

21-30-743-06-LOWER LEVEL

07/14/2023

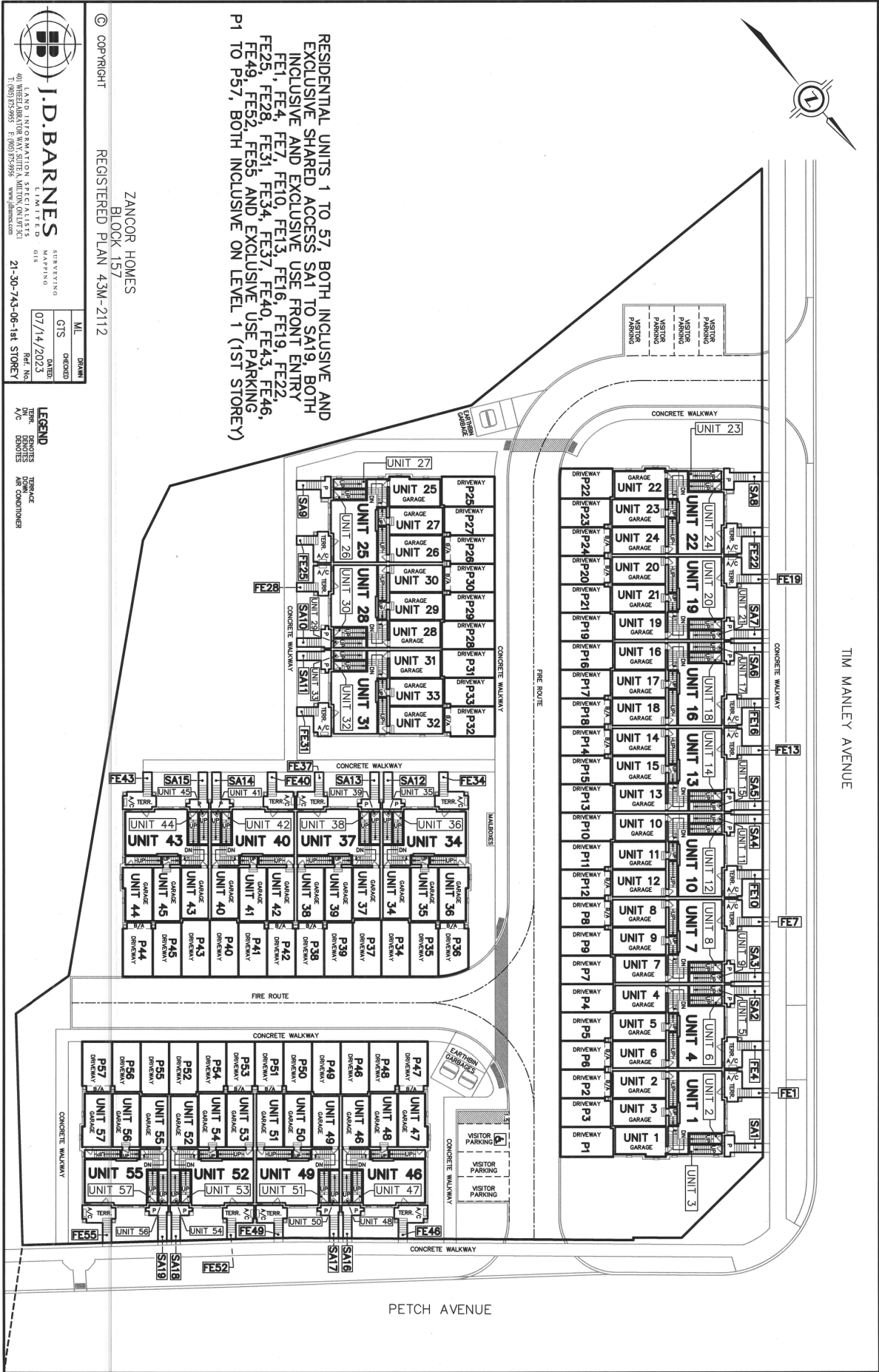
ML
DESIGNED
CTS

© COPYRIGHT
ZANCOR HOMES
BLOCK 157
REGISTERED PLAN 43M-2112

SCHEDULE B

**TO THE DISCLOSURE STATEMENT OF
ZANCOR HOMES (CALEDON) LTD.
PROJECT SITE PLAN**

Page 2/4



RESIDENTIAL UNITS 1 TO 57, BOTH INCLUSIVE AND EXCLUSIVE SHARED ACCESS SA1 TO SA19, BOTH INCLUSIVE AND EXCLUSIVE USE FRONT ENTRY FE1, FE4, FE7, FE10, FE13, FE16, FE19, FE22, FE25, FE28, FE31, FE34, FE37, FE40, FE43, FE46, FE49, FE52, FE55 AND EXCLUSIVE USE PARKING P1 TO P57, BOTH INCLUSIVE ON LEVEL 1 (1ST STOREY)

J.D. BARNES
LAND INFORMATION SPECIALISTS
LIMITED
SURVEYING
MAPPING
GIS
21-30-743-06-1st STOREY

© COPYRIGHT REGISTERED PLAN 43M-2112

ZANCOR HOMES
BLOCK 157

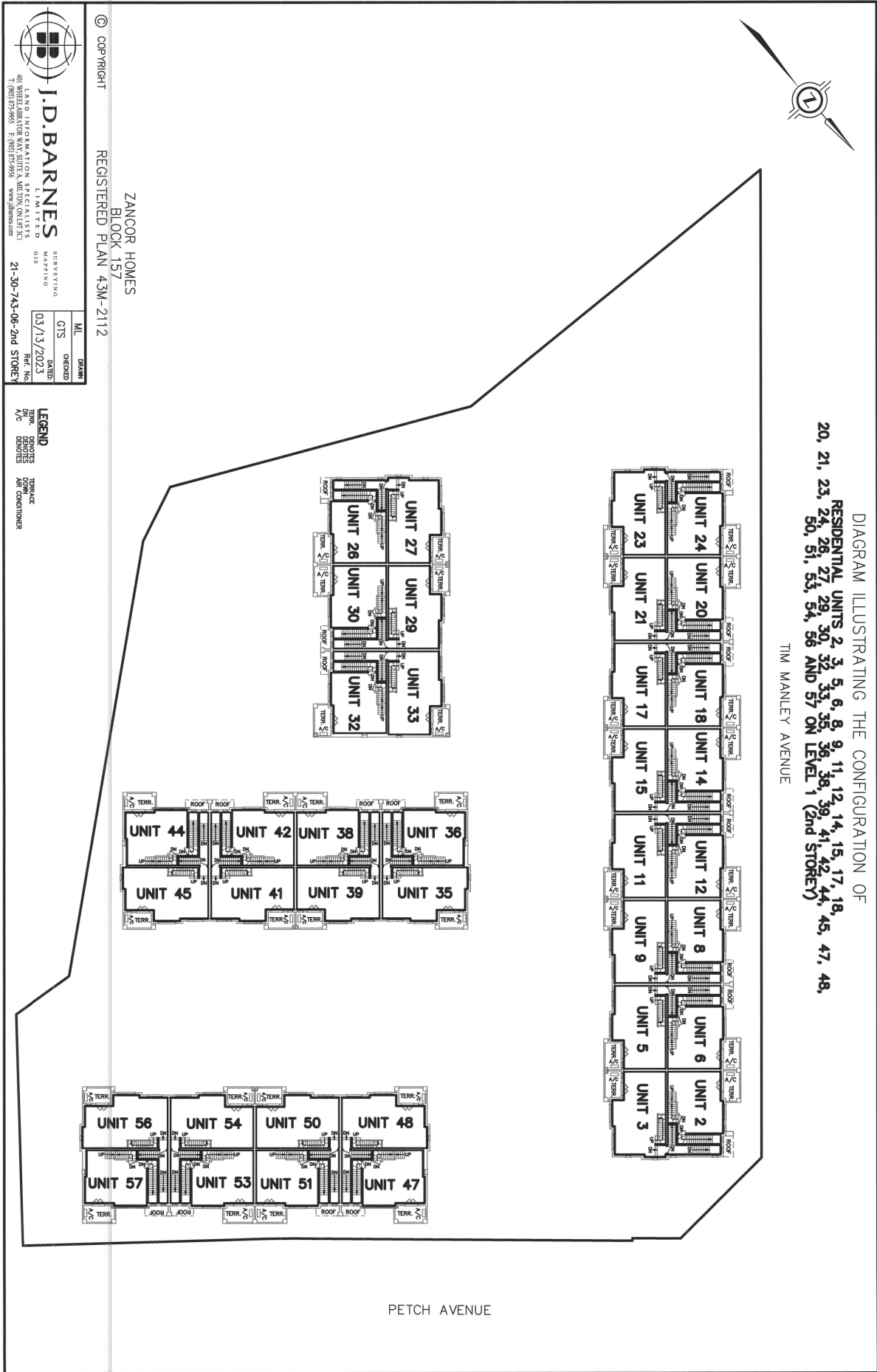
ML
GTS
DESIGNED
07/14/2023
REV. NO.

LEGEND
TERRACE
FIRE ROUTE
VISITOR PARKING

SCHEDULE B

**TO THE DISCLOSURE STATEMENT OF
ZANCOR HOMES (CALEDON) LTD.
PROJECT SITE PLAN**

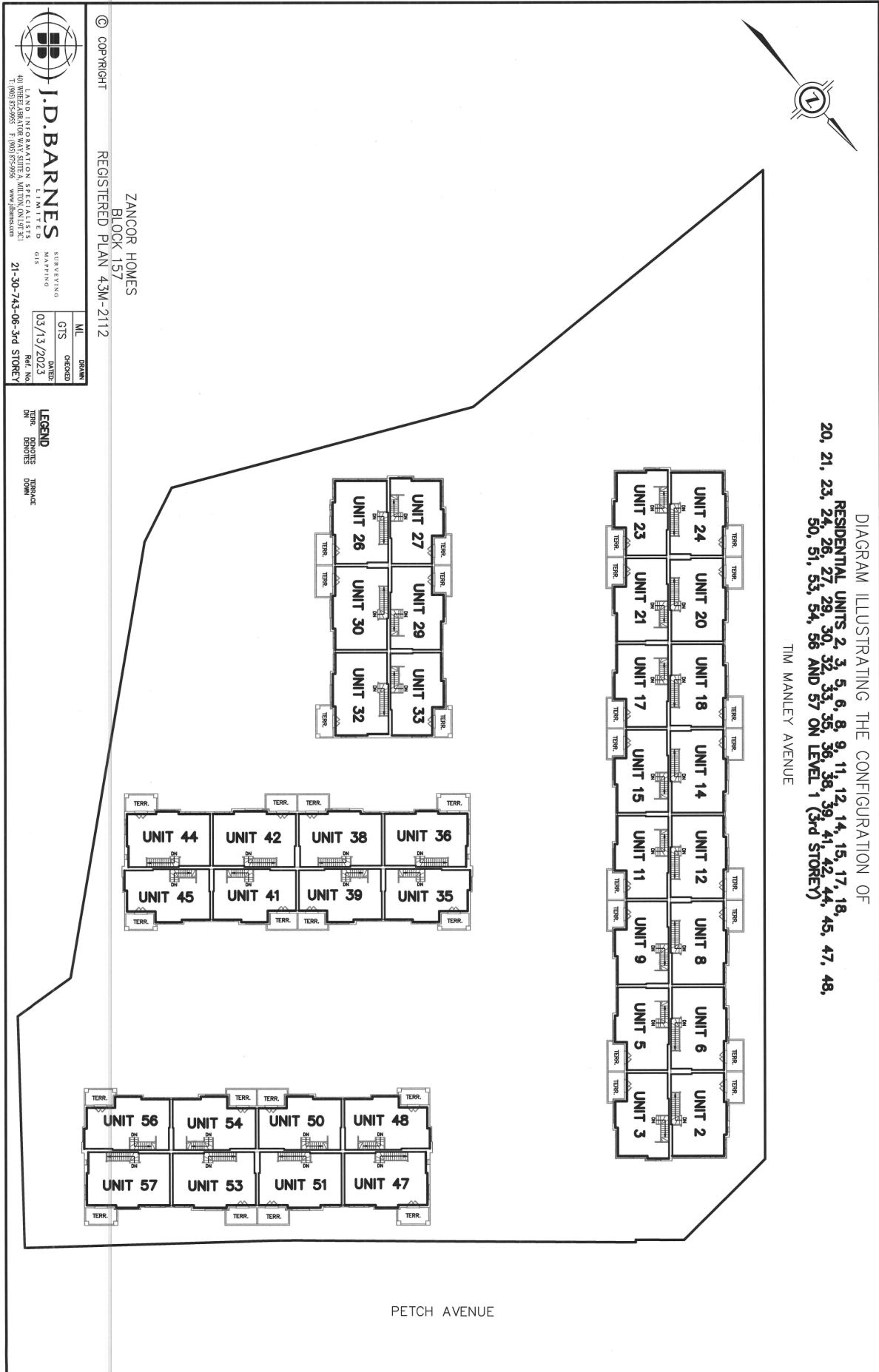
Page 3/4



SCHEDULE B

**TO THE DISCLOSURE STATEMENT OF
ZANCOR HOMES (CALEDON) LTD.
PROJECT SITE PLAN**

Page 4/4



**SCHEDULE C
TO THE DISCLOSURE STATEMENT OF
ZANCOR HOMES (CALEDON) LTD.**

ADVISORY CLAUSES

1. **Purchasers/tenants are advised that the Residential Units shall not be used for short term rentals of less than six months in the nature of Air BNB, Hotels.com, VRBO.com, etc., whatsoever and the final condominium declaration to be registered may contain further and other covenants and provisions to ensure same.**
2. Purchasers and/or tenants are advised that despite the efforts of the Peel District School Board, sufficient accommodation may not be available for all anticipated students in the neighbourhood schools, and are notified that some students may be accommodated in temporary facilities or bused to schools outside of the area, according to the Board's Transportation Policy. Purchasers and/or tenants are advised to contact the School Accommodation department of the Peel District School Board to determine the exact schools.
3. Purchasers and/or tenants are advised that for the purposes of transportation to school the residents of the development shall agree that the children will meet the school bus on roads presently in existence or at another designated place convenient to the Peel District School Board.
4. Purchasers and/or tenants are advised that despite the best efforts of the Dufferin-Peel Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, and purchasers and/or tenants are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school.
5. Purchasers and/or tenants are advised that for the purpose of transportation to school, the residents of the subdivision shall agree that children will meet the bus on roads presently in existence or at another place designated by the Dufferin-Peel Catholic District School Board.
6. The above warning clauses (in paragraphs 2-5, as well as this paragraph) shall, for a period of ten years following registration of the Site Plan Agreement, be included in all agreements of purchase and sale and all tenancy agreements (including agreements to lease or rent) for residential units in the development covered by the Site Plan Agreement.
7. The Condominium will be serviced by community mail boxes. There will be no "to the door" postal service for the Condominium. Purchasers are further advised that Canada Post has or shall be entitled have an easement over the Condominium lands in order to access the community mailbox. The location of these mailboxes may vary from the location on a community plan and the Purchaser covenants and agrees to accept the location of these mailboxes notwithstanding that it may be immediately adjacent to the Unit, and shall not be entitled to any compensation or rebate with respect to such location and/or easement and shall complete the purchase transaction in accordance with its terms.
8. The Purchaser acknowledges that actual views from the proposed Condominium (or as may be shown on any site plan, artist's renderings or scale model) may be obstructed in the future due to the construction of any other development in the vicinity of the Condominium. The obstruction of such views shall not be considered a material change to the Disclosure Statement and purchasers shall have absolutely no claim or cause of action against the Declarant, including without limitation, a claim for a refund, credit, reduction/abatement or set-off whatsoever against any portion of the Purchase Price, or against any portion of the Occupancy Fees so paid or payable, as a result of the obstruction of such views.
9. At the point in time when the Residential Unit is required to be occupied by the Purchaser in accordance with the provisions of this Agreement, there may still be outstanding construction and/or finishing work to be undertaken by the Vendor/Declarant or the Vendor/Declarant's trades to portions of the exterior and/or interior of the

Condominium which, pending the completion of all construction and finishing work in respect of the Condominium, may: (i) require the continued placement and use of an exterior hoist (for hauling or conveying construction materials, workers and/or debris) that is temporarily anchored to the exterior façade of the Condominium, immediately outside or near the Residential Unit which in turn may obstruct the Purchaser's view to the outside; and/or (ii) cause excessive levels of noise, vibration, dust and/or debris, which obstruction of view, noise, vibration, dust and/or debris may be of concern to the Purchaser and may interfere with some activities of the Residential Unit's occupants. The Purchaser acknowledges that there may be noise, inconvenience and disruption to living conditions during construction of the Condominium. The Purchaser covenants that it will not interfere with the construction and completion of any portion of the Condominium by the Vendor or the Vendor's trades as they carry out their work. The Purchaser agrees that the foregoing may be pleaded as a bar to any objection thereto and the Vendor and its successors and assigns, and its and their affiliated entities shall not be responsible for any such claim.

10. The Purchaser acknowledges that she/he has reviewed the site plan or marketing plans provided to her/him and, in consideration of the Unit's location the Purchaser is satisfied with respect to the Unit's proximity to the proposed activities, structures, amenities and facilities.
11. The Purchaser acknowledges that if the Unit contains a hardwood and/or laminate and/or luxury vinyl plank floor system, same may absorb excess moisture under humid conditions and release its normal moisture content under excessively dry conditions. Such flooring will naturally swell during the humid season and will shrink when heat is applied. The Purchaser acknowledges that the Vendor/Declarant will not be responsible for any swelling or shrinkage cracks in the flooring or any other damage to any other parts of the Unit resulting from excessive humidity or excessive dryness within the Unit. When the heating system is not in use during late spring, summer and early fall, the Vendor/Declarant strongly recommends that the Purchaser use a de-humidifier in the Unit. Correspondingly, when the heating system is on during the late fall, winter and early spring, the Vendor/Declarant strongly recommends the use of a humidifier within the Unit. The Purchaser takes full responsibility for any damage to the flooring and to any other parts of the Unit as a result of its failure to mitigate air quality conditions as herein set out.
12. Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road/rail traffic may on occasion interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality's and the Ministry of the Environment, Conservation and Parks' noise criteria.
13. This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Ministry of the Environment, Conservation and Parks' noise criteria.
14. Purchasers//tenants are advised that due to the proximity of this development to nearby retail and commercial facilities, sound levels from the facilities may at times be audible.
15. The Condominium may need access to the exclusive use driveways, balconies and/or terraces periodically during each calendar year for the purposes of the inspection, maintenance, repair of the Condominium windows and building envelope; and
16. The final declaration of the Condominium shall contain rights of access in favour of the Condominium, its employees and agents for the purposes of carrying out such maintenance and repair work on the driveways, balconies and/or terraces as required for the work and the Purchaser specifically agrees to any amendments as may required in this regard.
17. Purchasers and/or tenants are advised that agricultural uses and institutional uses (school) exist in the area.
18. Purchasers and/or tenants are advised that commercial uses are proposed in the area.

19. Purchasers and/or tenants are advised that ongoing construction of the Mayfield West Stage 2 community will be occurring in and around the area in accordance with planning approvals.
20. Purchasers and/or tenants are advised that Tim Manley Avenue will extend east and connect with the Highway 10/Highway 410 interchange.
21. Purchasers and/or tenants are advised that any adjacent open spaces, greenway corridors, greenlands, valleylands, woodlots, natural features and stormwater management facilities will be left in a naturally vegetated condition and receive minimal maintenance. Uses such as private picnic, barbeque or garden areas, storage of materials and/or dumping of refuse or plowed snow are not permitted on these lands.
22. Purchasers and/or tenants are advised that fencing along the lines of Lots and/or Blocks abutting public lands is a requirement of the subdivision agreement and that all required fencing and barriers shall be constructed with all fencing materials, including foundations, entirely on private property as shown on the approved construction drawings. Prior to assumption, the fencing installed shall not be altered in any way, including the addition of gates. Any costs to repair modifications will be the responsibility of the Owner. Upon assumption of the subdivision by the Town, the maintenance of the fencing shall meet Town of Caledon By-laws and shall be the sole responsibility of the lot owner to maintain. To view approved drawings, please contact the Town of Caledon, Planning Department or Engineering Services Department.
23. Purchasers and/or tenants are advised that some streets may have sidewalks on both sides of the street. To confirm sidewalk locations, please contact the Town of Caledon, Planning Department or Engineering Services Department .
24. Purchasers and/or tenants are advised that wider than standard width sidewalks may be implemented in front of your property. Please check with the Town of Caledon to confirm sidewalk widths.
25. Purchasers and/or tenants are advised to confirm with the Town of Caledon final locations of street trees, sidewalks, infrastructure and utilities that may be located on or adjacent to the property they are purchasing or leasing.
26. Purchasers and/or tenants are advised that the number of parking spaces provided per dwelling may not be the equivalent of one parking space per bedroom within the dwelling. To confirm parking provided on a lot, please contact the Town of Caledon, Planning Department or Engineering Services Department.
27. Purchasers and/or tenants are advised that a temporary cul-de-sac may be constructed at the ends of streets that are planned to be extended in the future to facilitate the development of adjacent lands without further notice.
28. Purchasers and/or tenants are advised that street trees and lot planting are a requirement of the Subdivision Agreement. The Town of Caledon will not accept requests for changes to tree species types or the elimination of any planting. Utility locations, setbacks and driveway locations may cause landscape modifications or deletions on residential lots. Purchasers and/or tenants are advised to confirm with the developer's consulting landscape architect or the Town of Caledon, Open Space Design for proposed locations of any landscape features. Purchasers and/or tenants are advised that existing trees that have been retained on private residential lots are the sole responsibility of the lot owner and/or tenant to maintain.
29. Purchasers and/or tenants are advised that existing trees that may have been retained on private residential lots are the sole responsibility of the lot owner and/or tenant to maintain.
30. Purchasers and/or tenants are advised that the Brampton Flight Centre, owned and operated by the Brampton Flying Club, is located within close proximity to the subject development. Sound levels due to low flying aircraft may on occasion interfere with some activities of the dwelling occupants.
31. Purchasers and/or tenants are advised that the condominium may be subject to Low Impact Development stormwater management measures, as part of the water balance measures for the subdivision.

32. Purchasers and/or tenants are advised that garbage and recycling services for the Condominium are facilitated through an Earth Bins/Molok system. The operation of the Earth Bins/Molok system involves regular waste collection activities, which may generate some level of noise. These sounds can include the movement of bins, trucks, and the emptying process. As a result, purchasers and/or tenants should expect occasional noise disturbances during the designated waste collection times. Further, while the Earth Bins/Molok system is designed to minimize odors, the nature of waste disposal can occasionally lead to temporary, localized odors. It is essential to be aware that certain weather conditions, such as high temperatures or humidity, may enhance the presence of odors around the bins. Purchasers and/or tenants should familiarize themselves with the proposed location of the Earth Bins/Molok system, and proximity to their Unit, as shown on the draft site plan.
33. Purchasers and/or tenants are advised that there may be more than one HW Lease required in connection with the Dwelling and there shall be one lease per HWT.
34. Purchasers and/or tenants are advised that no representation or warranty is made with respect to the flow rate or hot water capacity of the HWT system. Availability and capacity of hot water may vary based on factors such as peak usage, maintenance requirements, and any limitations inherent to the system.