

DISCLOSURE STATEMENT  
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**ROYAL MAPLE CONDOMINIUMS**  
**made the 11<sup>th</sup> day of November, 2023**

DECLARANT’S NAME:	Phelps Homes Ltd.
DECLARANT’S MUNICIPAL ADDRESS:	166 Main Street West Grimsby, ON L3M 1S3
BRIEF LEGAL DESCRIPTION OF THE PROPERTY/PROPOSED PROPERTY:	PART LOT 17 CON 2 DESIGNATED AS PART 1 ON 30R15029; TOWN OF LINCOLN, being all of PIN 46128-0694 (LT)
MUNICIPAL AND MAILING ADDRESS OF THE PROPERTY/PROPOSED PROPERTY:	2797 Red Maple Avenue, Jordan Station, Ontario L0R 1S0

The Table of Contents which follows is a guide to where the disclosure statement deals with some of the more common areas of concern to purchasers. Purchasers should be aware that the disclosure statement, which includes a copy of the existing or proposed Declaration, By-laws and Rules, contains provisions that are of significance to them, only some of which are referred to in this Table of Contents.

**PURCHASERS SHOULD REVIEW ALL DOCUMENTATION**

***In this Table of Contents:***

- “By-law” means the draft by-law No. 1 contained in the Disclosure;*
- “Corporation” means the condominium corporation to be registered on title to the Property;*
- “Common Elements” include the proposed common elements;*
- “Common Interest” includes a proposed common interest;*
- “The Condominium Act (or The Act)” means the Ontario Condominium Act (1998) and any Regulations made thereto, as may be amended from time to time;*
- “Disclosure” means this Disclosure Statement;*
- “Declarant” means Phelps Homes Ltd.;*
- “Declaration” means the draft declaration contained in the Disclosure;*
- “Property” includes proposed property being PART LOT 17 CON 2 DESIGNATED AS PART 1 ON 30R15029, save and except Parts 1 and 2 Plan 30R15529; TOWN OF LINCOLN, being all of PIN 46128-0702 (LT) upon which the Declarant will be constructing the Royal Maple Condominiums project, which property is described legally as set out above being PIN 46128-0694 (LT);*
- “Rules” means the draft rules contained in this Disclosure.*

This disclosure statement deals with significant matters including the following:

	TOPIC		REFER TO: Document Page/Section
1	The Corporation is a freehold Condominium Corporation that is a Vacant Land Condominium Corporation.		Disclosure 5  Declaration 2 Art. 1 (1.3)
2	The Property or part of the Property is or may be subject to the <i>Ontario New Home Warranty Plan Act</i> .	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Disclosure 6  (units only – not Common Elements)
3	The Common Elements and the units are enrolled or are intended to be enrolled in the Plan within the meaning of the <i>Ontario New Home Warranties Plan Act</i> in accordance with the regulations made under that Act.  Note: enrolment does not necessarily mean that claimants are entitled to warranty coverage. Entitlement to warranty coverage must be established under the Ontario New Home Warranties Plan Act.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Disclosure 6  (units only – not Common Elements)
4	A building on the Property or a unit has been converted from a previous use.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Disclosure 6
5	One or more of the Units or a part of the Common Elements may be used for commercial or other purposes not ancillary to residential purposes.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Declaration 6, Art. 4.1
6	A provision exists with respect to pets on the Property.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Rules 3 Sect. IV  Declaration 7 Art. 4.3
7	There exist restrictions or standards with respect to the use of Common Elements (or the occupancy or use of units) that are based on the nature or design of the facilities and services on the Property or on other aspects of the buildings located on the Property.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Declaration 7 Art. 5
8	The Declarant intends to lease a portion of the units	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Disclosure 5 (but may do so at its option)
9	The Common Interest appurtenant to one or more units differs in an amount of 10 percent or more from that appurtenant to any other unit of the same type, size and design.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Disclosure 11  Declaration 16-17, Schedule D
10	The amount that the owner of one or more units is required to contribute to the common expenses differs in an amount of 10 percent or more from that required of the owner of any other unit of the same type, size and design.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Disclosure 11  Declaration 16-17, Schedule D
11	One or more units are exempt from a cost attributable to the rest of the units.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Disclosure 11  Declaration 16 - 17
12	There is an existing or proposed by law establishing what constitutes a standard unit.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	(Not required for vacant land condominium as per section 162 of the Act)

13	Part or the whole of the Common Elements are subject to a lease or license.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Declaration Schedule "A" (possible utility/municipal easements)
14	Parking for owners is allowed: a) in or on a unit b) on the Common Elements c) on a part of the Common Elements of which an owner has exclusive use  There are restrictions on parking	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>  Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Disclosure 5 (owner parking in garage of home and owner parking in driveway of unit)  Rules 4 Sect. V
15	Visitors must pay for parking  There is visitor parking on the Property  Visitor parking is available in the following location	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>  Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Disclosure 6  Rules 4  Disclosure 6  see Schedule "A" plan
16	The Declarant may provide major assets and Property even though it is not required to do so.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Disclosure 6
17	The corporation is required: a) to purchase units or assets b) to acquire services: insurance trust, management agreement, shared facilities c) to enter into agreements or leases with the declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the declarant	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Disclosure 7  Prop mgmt. agreement
18	The Declarant or subsidiary body corporate, holding body corporate or affiliated body corporate of the declarant owns lands adjacent to the lands described in the description.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Disclosure 5
19	To the knowledge of the Declarant, the Corporation intends to amalgamate with another corporation or the declarant intends to cause the Corporation to amalgamate with another corporation within 60 days of the date of registration of the Declaration and description for the Corporation.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Disclosure 7
21	The Declaration contains a list of buildings, structures, facilities and services to be included in the Common Elements.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Declaration Schedule "H"
22	There are the following restrictions with respect to the construction of a building or structure on a unit after the registration of the Declaration and description:  (a) the size, location, construction standards, quality of materials and appearance of the building or structure; (b) architectural standards and construction design standards of the building or structure; (c) the time of commencement and completion of construction of the building or structure; (d) the minimum maintenance requirements for the building or structure.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Declaration 4-5, Article 3  Declaration 4-5, Article 3 Declaration 4-5, Article 3 Declaration 4-5, Article 3, 6, 7

23	The Declarant has received from the municipality in which the land is situated, a statement of the services provided by the municipality, including the construction and maintenance of roads.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	

The purchaser’s rights under the Condominium Act (1998) to rescind an agreement of purchase and sale are set out at Schedule “B” attached hereto.

This Disclosure Statement is made as of the 8<sup>th</sup> day of November, 2023.

**DOCUMENTS PACKAGE AND SCHEDULES**

The documents package containing copies of the current Declaration, By-law, Rules, and agreements and the following schedules attached hereto form part of this Disclosure Statement:

Schedule “A” - Site Plan;

Schedule “B” - Sections 73 and 74 of the Condominium Act (1998).

**VACANT LAND CONDOMINIUM CORPORATION**

The Government of Ontario gave Royal Assent to *The Ontario Condominium Act 1998*, (the “Act”), which was proclaimed in force on May 5, 2001.

The Act provides for the creation of “Vacant Land Condominium Corporations”. The intent of these provisions of the Act is to allow for the registration of a development as a condominium with home construction on the individual units to take place during as well as after the construction of the Common Elements of the Corporation. The agreements for the purchase and sale of units in Royal Maple Condominiums provide that the units will include dwellings constructed or to be constructed on them.

**Section 161 of the Act - Municipal Services**

The Declarant has requested from the Town of Lincoln a statement of the municipal services to be provided by it. The Declarant has received a reply from the Town with respect to same.

**GENERAL INFORMATION and DESCRIPTION OF THE ROYAL MAPLE VACANT LAND CONDOMINIUM**

The Royal Maple Condominiums complex is located at what is presently known municipally as 2797 Red Maple Avenue, Jordan Station, Ontario. The private roadways in the site will likely be given an individual name. The Property is bounded by Prince William Street to the north, Red Maple Avenue to the south, Jordan Road to the east and Queen Victoria Street to the west of the site.

The Declarant intends to construct a total of forty-five (45) units on the site which will include seventeen (17) townhouse units and twenty-eight (28) detached residential units. The access will be from Red Maple Avenue from the south and there will be pedestrian access from Prince William Street.

Each of the units will consist of the entire house structure (including roof, exterior walls and foundations and garage) and front, rear and side yard areas , the specific boundaries of which are described in Schedule “C” attached to the proposed Declaration, as well as the air conditioner condenser unit, though it may encroach into the Common Elements, together with any landscaping and other features located within the described boundaries. The Common Elements of the Corporation will include the interior laneways, curbing, plantings, street lighting together with any landscaped areas including any common area, gas, water, sewer, electrical servicing or other utility service to the lines of unit ownerships. The Common Elements shall also include utility lines which service more than one unit, wherever they may be situated. In addition, postal boxes, garbage pads, perimeter fencing, any retaining wall, irrigation system, hydro distribution transformers, and all other parts of the Property and improvements which are not part of the units are part of the Common Elements including any landscaping features constructed on them. The Condominium will also have certain landscaping, perimeter fencing and entrance signage which it will maintain and repair as required. There is one open/amenity areas planned for the northern part of the site.

Each of the units will be separately metered and billed for water, gas, co-axial, telephone, and hydro-electric service. There will be one water meter installed at the Property by the Town and private water meters will be installed at each unit. The Corporation shall engage a private metering company to administer and manage the water meter reading and billing to each unit. The front, rear and if applicable side yards of each unit may be subject to minor easements, rights of way or agreements in favour of the Corporation, utility suppliers, telephone and cable companies or other unit owners to gain access to maintain their units. Title to each of the units and/or to the Common Elements will be subject to such service easements, rights of way or agreements as may be necessary.

Unit owners will be responsible for payment of the costs to insure, repair, maintain and replace their units, which includes, without limitation, the roof and exterior cladding and the front, rear and if applicable side yards, including driveways and walkways. Mail delivery will be to a central super mailbox. The Condominium Corporation will be responsible for snow plowing and snow clearing on the driveways, sidewalks and any front walkway located on a unit. Trash pickup is budgeted as private pickup until Regional trash pickup commences. the municipality will pick up trash from drop off pad(s) located within the site once they are installed. In such case there may be a cost savings to the Condominium Corporation and a reduction in common expense fees as result.

The Condominium Corporation shall be responsible for arranging and paying for snow clearing from the common element laneway; electricity for common element road lighting, and water for the irrigation system servicing the site. The cost to maintain, repair and replace this system shall be borne by the Condominium Corporation, after initial adjustment contribution on closing by new unit buyers for the installation cost.

There will be twelve (12) visitors only parking spaces and two (2) handicapped parking spaces constructed on site, with no charge for use.

Some of the units may be sold to investors, who may hold the units for investment purposes but it is not the intent of the Declarant to sell more than one (1) dwelling unit to an individual purchaser. Following registration of the Corporation any unsold units may be leased for single family residential purposes.

**Adjacent Lands Owned by Declarant:**

The Declarant owns lands adjacent to the Property as follows: two (2) lots as set out in the Site Plan to the south of the Site to be described herein.

**Ontario New Home Warranty Plan Act, (“Warranty Act”):**

The Warranty Act applies to the units on the Property, but not the Common Elements. The Declarant has enrolled or intends to enroll all of the units in the Plan within the meaning of the Warranty Act in accordance with the regulations made under it, with the result that purchase deposits will be insured and all warranties provided under the Plan will apply to the units.

**Not a Conversion:**

None of the buildings on any of the units have been converted from a previous use. The buildings are being newly constructed on vacant land.

**No Commercial Use:**

No unit or proposed unit will be used for commercial or other purposes not ancillary to residential purposes.

**Investors / Leasing**

The Declarant reserves the right to market any number of units in blocks to investors but has no present intention of doing so. No restriction has been placed on the number of units that may be purchased by an individual or corporation nor the length of term of an individual lease of a unit. The Declarant retains the right to lease up to 25% of the units but has no present intention of doing so.

**Amenities to Be Provided:**

The Declarant intends to provide the amenities listed below which are not yet available as of the date of this Disclosure. The amenities that will be available during occupancy are also designated. The Declarant does not intend to provide any other assets or Property.

Amenity	Available During Occupancy?
Landscape/Amenity areas:	No
Visitor Parking	Yes

Please note that the dates referred to above are subject to change as a result of delays that may be occasioned by matters outside the control of the Declarant such as, strikes, labour disputes, inclement weather, and the like. Construction of the amenities will commence at an appropriate time during the construction on the units and will be completed by the time all of the units are completed or as soon afterwards as is reasonably possible.

**Amalgamation:**

The Declarant does not intend to amalgamate this Corporation with any other condominium.

**CONTRACTUAL ARRANGEMENTS BY THE CONDOMINIUM CORPORATION**

It is intended that the Corporation will enter into contracts with private contractors for snow clearing and removal, landscaping, and trash pickup until garbage pads are installed and Regional pick up commences as mentioned. There will also be a professional property management service in place.

**THE PROPOSED CONDOMINIUM DECLARATION, BY-LAW AND RULES  
GOVERNING THE USE OF COMMON ELEMENTS AND UNITS**

The proposed Condominium Declaration, proposed By-law No. 1 and proposed Rules governing the use of the Common Elements and units are provided to the Purchaser with the Agreement of Purchase and Sale. A brief narrative description of the significant features to each of these documents will be described below, however, should additional information be required as to the contents of these documents or should clarification of any of the significant features described below be desired, reference should be made to these documents.

**1. Proposed Condominium Declaration**

1. The proposed Condominium Declaration is the "Constitution" by which the Corporation is created. The proposed Condominium Declaration confirms:

- (a) the division of ownership of units and Common Elements detailing the boundaries of the units. Each unit is separately owned and the Common Elements are collectively owned by all the unit owners. It is important to note that Schedule "C" to the proposed Declaration describes the boundaries of units which separate them from the Common Elements. Generally, each unit will consist of the entire dwelling structure and some surrounding landscaped area. Each unit will include all structural components within the unit boundaries including all load bearing walls, footings, floor slabs, roof assemblies, all exterior doors and windows, screens, and all interior components within the exterior walls of the unit, including all pipes, wires, cables, conduits, ducts, meters or similar apparatus used for power, cable, television, telephone, water, heating, air conditioning and storm and sanitary sewers within the unit boundaries and which service that particular unit.
- (b) Not included within any Unit are any storm sewers, sanitary sewers, catchbasins, water service, fire hydrant, light standards, transformer boxes and pads, electrical, telephone, television and cable conduits, wires, pipes, valves or meters or similar apparatus that supply any service to more than one Unit, or to the common elements, even though these items may lie within the boundaries of a unit. The perimeter fences or retaining walls (if any) around the exterior of the Property will not be included within the unit. The units will be subject to easements for access, maintenance, repair and replacement in favour of utilities and the Condominium Corporation.

2. **Common Expenses and Reserve Funds** - Common expenses are the costs of performing the objects and duties of the Corporation including but not limited to those common expenses listed in Schedule "E" to the Declaration. The Common Expenses will include the costs and expenses of landscaping services to the Common Elements, snow removal from the laneway, laneway maintenance and repair, perimeter fences and general maintenance of and repair to the Common Elements, street lighting, utilities, audit fees, legal fees, insurance, and all other costs and expenses of the corporation incurred in the performance of its objects and duties. Each purchaser should examine the proposed budget of the Corporation to ascertain the nature and extent of such costs.

The Common Expenses will also include each Owner's required contribution to the reserve fund of the Corporation to be maintained for the repair and replacement of the Common Elements. Since each Unit includes all structural components, the Common Expenses will not include the

repair and replacement of any structural elements of the buildings on the Units. Each Owner will be responsible for all aspects of repair, replacement and maintenance of their Unit. The cost and responsibility to maintain shared elements shall be borne by the Owners benefiting from such elements in accordance with the Declaration.

The Corporation is responsible for the assessment and collection of common expenses. Any default in payment of common expenses by an owner may result in the Corporation registering a lien against the title to a Unit which may be enforced in the same manner as a mortgage in default. Each Owner must contribute their share of the common expenses in accordance with a percentage allocated to the Unit as set out in Schedule D to the Declaration.

3. Common Elements - Each Owner will have an undivided interest in the Common Elements as hereinbefore described as a tenant in common with all other Owners and a similar proportionate interest or share in the assets of the Corporation in the proportion set forth opposite each Unit in Schedule D to the Declaration. All Owners will have the right to use the Common Elements of the proposed Condominium (except any restricted areas) in accordance with the provisions of the Declaration, By-Laws and Rules. No condition or activity will be permitted to exist on the Common Elements that is likely to damage the Condominium or that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements or their units. The Declarant will have the right to use and show any part of the Common Elements to any prospective purchasers and the right to maintain signs for marketing and/or sales purposes on the Common Elements or within any unsold Unit and to store construction materials and equipment on the Common Elements of the Condominium until all Units have been completed and sold.

Any substantial addition, alteration or improvement to the Common Elements must be approved by a vote of approval from the Owners of at least two-thirds of the Units. Subject to the Act, the Board has the authority to decide whether the proposed change is or is not substantial.

No Owner may make any change, installation or alteration to the Common Elements without the prior written approval of the Board.

The Declarant, its sales staff and their respective invitees and the Declarant's construction personnel will be entitled to use the Common Elements for access to and egress from model homes, until such time as all Units have been sold.

4. Exclusive Use Common Elements - there are no exclusive use areas. Each unit will have its own yard areas as set out in the Declaration and description.

5. Units - The use of each Unit will be restricted to use as a private, single family residence. The Declarant is entitled (until such time as all Units have been sold by the Declarant) to use any Unit for purposes incidental to the completion and sale of the Units, including but not limited to, maintaining Units as models for display and sale purposes and otherwise maintaining a construction office, displays and signs until all Units have been sold.

If any Owner leases their Unit, the lease must contain a covenant (in the form of the covenant set out in the Declaration) obliging the tenant to comply with the Condominium Act, the Declaration, the Bylaws and the Rules. A copy of each lease must be delivered to the Corporation prior to the commencement of occupancy by the tenant.

No Owner will alter the grade of or install any landscaping or other improvement on or to a unit which may in the sole and absolute discretion of the Corporation obstruct the drainage pattern of the Property.

6. Insurance - The Corporation is required to obtain and maintain the following insurance in accordance with the Act:

- 1) All-risks insurance insuring the Common Elements and the personal property owned by the Corporation in an amount equal to full replacement cost of such real and personal property without deduction for depreciation; and
- 2) Public liability and property damage insurance.

The insurance to be obtained and maintained by the Corporation will not insure the Units or any buildings or structures thereon, or any improvements or betterments made by an Owner to a Unit and will not insure the furnishings, fixtures, equipment, personal property and chattels of an Owner, loss of occupancy, or rents, nor will it include public liability coverage for an occurrence

within a Unit. As a result it is recommended each Owner arrange insurance to properly protect the Owner from any loss, claim or liability.

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

7. Maintenance and Repair of Units - Each Owner must maintain their Unit and subject to the other provisions of the Declaration and of the Condominium Act, each Owner must repair and replace their dwelling after damage, all at their own expense, including, but not limited to, maintenance of and repair and replacement of the following:

- 1) heating, air-conditioning and electrical systems;
- 2) plumbing systems, toilets, bathtubs, sinks and other fixtures;
- 3) all pipes, wires, cables, conduits, ducts, meters or similar apparatus used for electricity, cable television, telephone, water, storm and sanitary sewers which are located within the Unit;
- 4) all walls, windows, screens, doors, steps, decks, driveways, walkways, fences and structural components of the Unit, including the roof assembly;
- 5) all interior and exterior light fixtures; and
- 6) all improvements or additions made to the foregoing.

Each Owner will repair all improvements and betterments made or acquired by the Owner. Each Owner will be responsible for all damages to any and all other Units and to the Common Elements which are caused by the Owner's failure to maintain and repair the Unit unless such damage to the Common Elements may be recovered under any policy of insurance held by the Corporation. Failure of an Owner in this regard will require the Corporation to do the work and charge the cost thereof to the Owner together with all legal fees and collection costs incurred by the Corporation plus interest at the rate of eighteen (18%) percent per annum or such other rate as the Board authorizes

8. Maintenance and Repair to Common Elements - The Corporation will repair and maintain the Common Elements and will be permitted any access to a Unit for that purpose.

9. Right of Entry - The Corporation, any insurer, their respective agents or any other person authorized by the Board will have the right to enter a Unit in the case of an emergency or if required to do so in order to inspect, repair or maintain a Unit or the Common Elements.

## **2. Proposed Organizational By-Law No. 1**

The proposed By-law of the Condominium Corporation establishes the administrative procedures to be followed in carrying out the functions of the Condominium Corporation and the By-laws are binding upon every unit owner. The By-law indicates, among other things, how the Condominium Corporation will be organized and such things as how common expenses will be assessed from time to time and how assessments will be collected.

Generally speaking, proposed By-law No. 1 establishes requirements for:

- (a) holding an annual meeting of unit owners;
- (b) providing unit owners with appropriate notice of the annual meeting and special meetings of members of the Corporation;
- (c) conducting annual meetings and special meetings which may be called from time to time by the board of directors;
- (d) voting rights of owners of units and the loss of the right to vote of a unit owner if the unit owner is in arrears in payment of common expenses;
- (e) qualifications for directors of the Corporation;



- (f) election of the board of directors and the appointment of officers of the Corporation;
- (g) assessing common expenses from time to time and collecting monthly common expense payments from unit owners;
- (h) record keeping, appointment of auditors and establishment of a reserve fund;
- (i) rights of access to a unit for inspection or emergency purposes.

### **3. Proposed Rules**

The Rules governing the use of the Common Elements and units are made for the purpose of promoting the safety, security and/or welfare of the owners and/or for the purpose of preventing unreasonable interference with the use and enjoyment of the Common Elements and of other units. The Declarant intends to have the proposed Rules passed by the board at the first meeting thereof when the Declarant will still be the owner of 100 per cent of the units. Unit owners may at any time amend or repeal one or more of the Rules at a meeting of the owners called for that purpose. At the meeting, new Rules may be passed or existing Rules may be amended or repealed by a vote of the majority of the unit owners at the meeting in person or by proxy. All of the Rules should be very carefully reviewed by each purchaser (owner).

**BUDGET**

NIAGARA NORTH VACANT LAND CONDOMINIUM CORPORATION NO. \_\_\_\_

**ROYAL MAPLE**

**FIRST YEAR BUDGET**

**45 UNITS**

EXPENSES	1st Year Budget
Administration	530.00
Condo Authority	540.00
Garbage Removal	19,500.00
Insurance	5,300.00
Management	7,280.00
Professional Fees	3,200.00
Hydro	600.00
Landscape & Snow Removal- All-inclusive snow removal	16,907.00
Maintenance & Repair	0.00
Reserve Study/Performance Audit	6,000.00
<b>TOTAL</b>	<b>59,857.00</b>
Reserve Account	6,023.00
<b>FINAL TOTAL</b>	<b>65,880.00</b>

**Per Unit Per Month** **\$122.00**

(i) **Assumptions**

- i) This budget has been prepared based on the comparable project requirements and after consultation with the various suppliers of materials and services and the Declarant. If registration of the declaration and description occurs after December 31, 2022, then the budget statement shall be read as increased by an inflation rate of 7.0% per annum.
- ii) There are no judgements or pending lawsuits against the proposed condominium corporation to the knowledge of the Declarant.

iii) There are no current or expected fees or charges to be paid by any unit owner for the use of the common elements of the proposed condominium.

iv) The Declarant is not providing any services which are not included in the budget and the Declarant is not paying for any expenses that might reasonably be expected to become at a subsequent time a common expense.

v) As of the date of preparation of this budget, the proposed condominium plan has not been registered and, accordingly, there are no amounts in the reserve fund of the proposed condominium corporation.

vi) The Reserve Fund budgeted figure should be adjusted to reflect the figures that will be shown in the table required under Section 94 of the Condominium Act.

The figures in the budget and Section 94 must reflect each other.

#### **Administration**

The budget for administration covers the cost of the Annual General Meeting and any mass mailings to unit owners, printing, postage and bank charges.

#### **Condo Authority of Ontario (CAO)**

New legislation is in effect regarding Condominiums and one of the changes is the creation of 'The Condominium Authority of Ontario' (CAO). The CAO has set a fee of \$1.00 per unit per month for all Condominium Corporations effective September 1<sup>st</sup>, 2017 to deal with arbitration, mediation and dispute resolution.

#### **Garbage Removal**

The cost of weekly garbage removal by a private contractor. This service will be required until the site construction is completed and the Niagara Region approves the site for the Region to provide garbage removal service. This cost will no longer be part of the budget once the Region takes over the service.

#### **Insurance**

The budget includes insurance coverage for liability on the common elements, property on the common elements and Director's & Officers Liability.

#### **Management**

The fee for property management services. Fee is reduced in Year 1 as management involvement will be reduced due to the site being under construction.

#### **Professional Fees**

The Professional Fee account represents the cost of the annual audit.

#### **Hydro**

The budget for hydro which covers the cost of street lighting.

#### **Landscaping & Snow Removal**

It is assumed there will be no landscaping to maintain in the first year as the site will be under construction. An allowance has been made for snow removal. Landscaping of all grassed areas both on the common elements and on the units, front and back is included. Snow Clearing of the roadways, driveways, sidewalks, front area leading to unit stairs is included as well as salting of these areas when needed.

#### **Maintenance & Repair**

It is assumed there will be no repairs in the first year as the site is new and the Builder is responsible for most areas. This budget will increase in the second year.

#### **Reserve Fund Study/Performance Audit**

This is to cover the engineering costs for the first year Reserve Fund study and Performance Audit.

#### **Reserve Account**

The Reserve Fund contribution is subject to change in Year 2 based on the reserve fund study that will be completed during the first year from registration.

NIAGARA NORTH VACANT LAND CONDOMINIUM CORPORATION NO. \_\_\_\_

**ROYAL MAPLE**

**SECOND YEAR BUDGET**

**45 UNITS**

EXPENSES	2nd Year Budget
Administration	1,000.00
Condo Authority	540.00
Garbage Removal	19,500.00
Insurance	5,500.00
Management	14,035.00
Professional Fees	2,400.00
Hydro	782.00
Landscape & Snow Removal – All-inclusive snow removal	31,674.00
Maintenance & Repair	2,490.00
<b>TOTAL</b>	<b>77,921.00</b>
Reserve Account	7,939.00
<b>FINAL TOTAL</b>	<b>85,860.00</b>

**Per Unit Per Month** **\$159.00**

**Administration**  
The budget for administration covers the cost of the Annual General Meeting and any mass mailings to unit owners, printing, postage and bank charges.

**Condo Authority of Ontario (CAO)**  
New legislation is in effect regarding Condominiums and one of the changes is the creation of 'The Condominium Authority of Ontario' (CAO). The CAO has set a fee of \$1.00 per unit per month for all Condominium Corporations effective September 1<sup>st</sup>, 2017 to deal with arbitration, mediation and dispute resolution.

**Garbage Removal**  
The cost of weekly garbage removal by a private contractor. This service will be required until the site construction is completed and the Niagara Region approves the site for the Region to provide garbage removal service. This cost will no longer be part of the budget once the Region takes over the service.

**Insurance**

The budget includes insurance coverage for liability on the common elements, property on the common elements and Director's & Officers Liability.

**Management**

The fee for property management services.

**Professional Fees**

The Professional Fee account represents the cost of the annual audit.

**Hydro**

The budget for hydro which covers the cost of street lighting.

**Landscaping & Snow Removal**

Landscaping of all grassed areas both on the common elements and on the units, front and back is included. Snow Clearing of the roadways, driveways, sidewalks and front area leading to unit front stairs is included, as well as salting of these areas when needed.

**Maintenance & Repair**

There are minimal number of items requiring maintenance during the first year, as the Builder is responsible for most areas. This budget will increase in the second year.

**Reserve Account**

The Reserve Fund contribution is subject to change based on the reserve fund study that will be completed during the first from registration.

**Schedule “A”**  
**Site Plan**

## Schedule “B”

### Sections 73 and 74 of the Ontario Condominium Act (1998)

#### **RESCISSION RIGHTS (Section 73 of the Act)**

The following is a copy of Section 73 of the Act which sets out the rescission rights available to a purchaser of an interest in the condominium:

- (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.
- (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,
  - (a) the date that the purchaser receives the disclosure statement; and
  - (b) the date that the purchaser receives a copy of the agreement of purchase and sale executed by the declarant and the purchaser.
- (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.

#### **RESCISSION RIGHTS UPON MATERIAL CHANGE (Section 74 of the Act)**

- (1) The following is a copy of Section 74 of the Act which sets out what constitutes a "material change" and the rescission rights available to a purchaser of a common interest in the condominium in the event of a material change:

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.

- (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 common interest or proposed common interest 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 common interest 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 condominium;
  - (b) a substantial addition, alteration or improvement within the meaning of subsection 97(6) that the corporation makes to the common elements after a turnover meeting has been held under section 43;
  - (c) a change in the portion of units or proposed common interest 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
- (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.

- (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 Potl being purchased that is in registerable form.
- (5) Within ten (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.
- (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 Potl being purchased that is in registerable form, rescind the agreement of purchase and sale within ten (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 declarant, as the case may be, has made an application for the determination.
- (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.
- (8) Within ten (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).
- (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.
- (10) The declarant shall make the refund,
  - (a) within ten (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 ten (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).