

# OFFICE SCHEDULE

NUMBER: GB ~~8~~ 9296

Certificate of Receipt  
Certificat de Receptisse

OCT 1 1 2007 @ 14:17



Land Registrar/Registreur  
Parry Sound #42 Parry Sound

## DECLARATION

### CONDOMINIUM ACT, 1998

**PARRY SOUND STANDARD CONDOMINIUM PLAN NO. 7**

**NEW PROPERTY IDENTIFIER'S BLOCK 52807**

**RECENTLY** :Pt of PIN 52193-0078; Pt of PIN 52193-0085; All of PIN 52193-0501 & All of PIN 52193-0503

**DECLARANT : LAKESIDE AT ROCKY CREST LIMITED**

**SOLICITOR** : Jeffrey P. Silver

**ADDRESS:** Harris Sheaffer

Yonge Corporate Centre

4100 Yonge Street, Suite 610

TORONTO, ON M2P 2B5

**PHONE:** 416 250 3697

**FAX:** 416 250 5300

**No. OF UNITS** 22

**FEES :** \$70.00 + (\$5.00 x 22 units) = \$180.00

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

**LAKESIDE AT ROCKY CREST LIMITED**

(hereinafter called the "**Declarant**")

**WHEREAS:**

- A. The Declarant is the owner in fee simple of certain lands and premises situate in the Geographic Township of Humphrey, now Township of Seguin, District of Parry Sound, in the Province of Ontario and being more particularly described in Schedule "A" annexed hereto and in the description submitted herewith by the Declarant (hereinafter called the "**Description**") for registration in accordance with the Act and which lands are sometimes referred to as the "**Lands**" or the "**Property**";
- B. The Declarant has constructed various buildings upon the Property containing various units as more particularly described in this Declaration; and
- C. The Declarant intends that the Property together with the buildings constructed thereon shall be governed by the Act and that the registration of this Declaration and the Description will create a freehold standard condominium corporation.

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

**ARTICLE I**

**INTRODUCTORY**

1.1 Definitions

The terms used in the Declaration shall have the meanings ascribed to them in the Act unless this Declaration specifies otherwise or unless the context otherwise requires and in particular:

- (a) "**Armishaw Sports Club Agreement**" means the agreement governing the use and sharing of the Armishaw Sports Club Unit among the Condominium, the Future Phase Condominiums, the Rocky Crest Golf Club and, while still in operation, the Delta Rocky Crest Resort;
- (b) "**Armishaw Sports Club Unit**" means Unit 21, Level 1;
- (c) "**Board**" means the Corporation's board of directors;
- (d) "**By-law(s)**" means the by-law(s) of the Corporation enacted from time to time;
- (e) "**Cabana/Pool Unit**" means the outdoor swimming pool and related areas designated as a unit in one of the Future Phase Condominiums;
- (f) "**Cabins**" means Resort Units 3, 4, 5, 6, 9 and 10, Level 1;
- (g) "**Cabins/Cottages Golf Season**" means the period of time from week 19 of each calendar year commencing as of the Check-in Time to and including the Check-out Time of week 42 in each calendar year, as set out on the List of Cabins/Cottages Occupancy Weeks;

- (h) **“Cabins/Cottages Non-Golf Season”** means the period of time from week 1 of each calendar year commencing as of the Check-in Time to and including the Check-out Time of week 18 in each calendar year, and the period of time from week 43 of each calendar year commencing as of the Check-in Time to and including the Check-out Time of week 52 or 53, as applicable, in each calendar year, as set out on the List of Cabins/Cottages Occupancy Weeks;
- (i) **“Cabins/Cottages Occupancy Week(s)”** means the weekly period starting at Check-in Time on a Monday of each calendar year and ending at Check-out Time on the following Monday of each calendar year, during which an Owner or other occupant has the right to use his or her Cabin or Cottage, as the case may be;
- (j) **“Check-in Time”** means 4:00 P.M. after which time Owners or occupants may check- in with the property manager and then occupy their Resort Unit being the commencement of an Occupancy Week;
- (k) **“Check-out Time”** means 11:00 A.M. by which time Owners and occupants must vacate their Resort Unit and check out with the property manager being the termination of an Occupancy Week;
- (l) **“ClubLink”** means ClubLink Corporation and any of its related or affiliated corporations;
- (m) **“ClubLink Corporation - Membership Plan and By - Law”** means the rules and regulations established from time to time by ClubLink governing a golf membership at the Rocky Crest Golf Club;
- (n) **“Combined Fractional Ownership Interest”** means the combined ownership of two (2) Fractional Interests of an Owner in a Resort Unit;
- (o) **“Common Elements”** means all the Property except the Units;
- (p) **“Common Furnishings”** means all things owned or leased by the Condominium for use by the Owners to operate the Resort Units, including without limitation, furniture, appliances, and furnishings (like linens and kitchenware), all of which shall be classified as part of the standard unit classification as described under the Act for the Resort Units;
- (q) **“Condominium”** or **“Corporation”** means the freehold condominium that is a standard condominium corporation created by the registration of this Declaration and the Description;
- (r) **“Cottages”** means Resort Units 1, 2, 7, 8 and 22, Level 1;
- (s) **“Delta Rocky Crest Resort”** means the existing resort operating on adjacent lands (and which may continue to operate until the development of a Future Phase Condominium(s));
- (t) **“Exchange Program”** means a service which may be provided by the property manager which permits Owners to trade their use rights in the program for the use rights of other Owners in the program, or the right to use other property which is not part of the program;
- (u) **“Exchange User”** means a person whose use of a Resort Unit is arranged through an Exchange Program;

- (v) **“External Exchange Program”** means an Exchange Program operated by someone other than the Condominium;
- (w) **“Family Centre Unit”** means the building which will contain various recreational facilities and administrative areas and be designated as a unit in one or more of the Future Phase Condominiums;
- (x) **“Fractional Interest”** means (i) an undivided fee simple interest as tenant-in-common in a Resort Unit as designated in Schedule “P” to this Declaration; and (ii) the exclusive right to use and occupy the said Resort Unit and the Common Furnishings therein, and to use the Common Elements and the Shared Facilities and the Armishaw Sports Club Unit in accordance with the terms of the Armishaw Sports Club Agreement during the Occupancy Week(s) associated therewith;
- (y) **“Future Phase Condominiums”** or **“Future Corporations”** or the **“Future Phases”** means the condominium corporations to be developed and created by the Declarant as separate condominium corporations, upon the registration of declarations and descriptions under the Act on those portions of the Lakeside at Rocky Crest Project, designated as Parts 2, 3, 4, 5, 7, 8, 28, 35, 36, 37, 38, 39, 40, 41 & 42, Plan 42R-17667 save and except Part 1, Plan 42R-17857;
- (z) **“Housekeeping/Maintenance Building Unit”** means the building which will be used in connection with the providing of housekeeping services to the Project and as may be required or authorized by the Declarant to the Delta Rocky Crest Resort;
- (aa) **“Internal Exchange Program”** means an Exchange Program operated by the property manager of the Condominium;
- (bb) **“Lakeside at Rocky Crest”** or the **“Project”** means the resort condominium development, including the Condominium and the Future Phase Condominiums and the variety of vacation type structures to be contained therein being developed and constructed by the Declarant;
- (cc) **“List of Cabins/Cottages Occupancy Weeks”** means the list of occupancy week periods for the Cabins and Cottages as set out in Schedule “N” annexed to this Declaration;
- (dd) **“List of Villas Occupancy Weeks”** means the list of occupancy week periods for the Villas as set out in Schedule “O” annexed to this Declaration;
- (ee) **“Occupancy Week(s)”** means the Cabins/Cottages Occupancy Weeks and/or the Villas Occupancy Weeks, from the Check-in Time to the Check-out Time, as the context may require;
- (ff) **“Owner”** means the owner or owners of the freehold estate(s) of a Fractional Interest in a Resort Unit, or owner or owners of any other Units, but does not include a mortgagee, unless in possession;
- (gg) **“Pet Free Resort Unit”** means Resort Unit 9 , Level 1;
- (hh) **“Pet Friendly Resort Units”** means Resort Units 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 22, Level 1;
- (ii) **“Propane/Hydro Substation Unit”** means the facilities and services for the supply of propane/ hydro service to the Project and supply of hydro service only to the Rocky Crest Golf Club and designated as Unit 19, Level 1;

- (jj) **“Reception/Fitness Centre Unit”** means the reception/recreation building designated as Unit 20, Level 1 which will service the Project;
- (kk) **“Resort Unit(s)”** or **“Unit(s)”** means Units 1 to 18, inclusive, Level 1 and Unit 22, Level 1;
- (ll) **“Rocky Crest Golf Club”** means the existing golf club operated and owned by ClubLink Corporation and located to the north of the Project;
- (mm) **“Rules”** means the rules passed by the Board from time to time in accordance with the provisions of the Act;
- (nn) **“Service Periods”** means one week periods as specified in Article V of this Declaration and the time between Check-in Time and Check-out Time;
- (oo) **“Service Units”** or **“Shared Units”** means the Reception/Fitness Centre Unit and the Propane/Hydro Substation Unit in the Condominium, and the Family Centre Unit, the Housekeeping/Maintenance Building Unit and the Cabana/ Pool Unit, to be designated as units in one or more of the Future Phase Condominiums, all of which shall ultimately be shared and used by or on behalf of the Condominium, the Future Phase Condominiums, and in certain instances, by the Rocky Crest Golf Club and, in connection with the Housekeeping/Maintenance Building Unit, by the Delta Rocky Crest Resort as may be required or authorized by the Declarant, in accordance with this Declaration and the Shared Facilities Agreement together with all other mechanical and/or other services and facilities (and any appurtenances thereto) utilized in connection with the operation and/or maintenance of any or all of the Shared Facilities;
- (pp) **“Shared Facilities Agreement”** means the agreement governing the use and sharing of costs of certain facilities between the Corporation and the Future Phase Condominiums and the Rocky Crest Golf Club, including the Service Units and/or the Shared Units;
- (qq) **“Shared Facilities”** means the Service Units and/or the Shared Units and the other shared services and facilities described under the Shared Facilities Agreement;
- (rr) **“Shared Facilities Costs”** means the costs payable under the Shared Facilities Agreement in respect of the operation, maintenance and repair of the Shared Facilities;
- (ss) **“Time Slot(s)”** means the time slots allocated to the Cabins and Cottages Non-Golf Season Occupancy Weeks under the List of Cabins/Cottages Occupancy Weeks and the time slots allocated to Villas Non-Golf Season Occupancy Weeks under the List of Villas Occupancy Weeks;
- (tt) **“Units”** means collectively the Resort Units, the Service Units and Shared Units and the Armishaw Sports Club Unit, as the context may require;
- (uu) **“Villas”** means Resort Units 11, 12, 13, 14, 15, 16, 17 and 18, Level 1;
- (vv) **“Villas Golf Season”** means the period of time from week 21 of each calendar year commencing as of the Check-in Time to and including the Check-out Time of week 40 in each calendar year, as set out on the List of Villas Occupancy Weeks;
- (ww) **“Villas Non-Golf Season”** means the period of time from week 1 of each calendar year commencing as of the Check-in Time to and including the Check-out Time of

week 20 in each calendar year, and the period of time from week 41 of each calendar year commencing as of the Check-in Time to and including the Check-out Time of week 52 or 53, as applicable, in each calendar year, as set out on the List of Villas Occupancy Weeks;

- (xx) “**Villas Occupancy Week(s)**” means the weekly period starting at Check-in Time on a Friday of each calendar year and ending at Check-out Time on the following Friday of each calendar year, during which an Owner or other occupant has the right to use his or her Villa as set out under the List of Villas Occupancy Weeks;
- (yy) “**Water Treatment Facilities**” means the wastewater and water treatment plants operated on adjacent lands by ClubLink (or its licensed contractors or assigns) relating to and regarding the supply and service of water and sewage service to the Project, including the Condominium.

## 1.2 Act Governs the Lands

The Lands described in Schedule “A” annexed hereto and in the Description together with all interests appurtenant to the Lands are governed by the Act.

## 1.3 Standard Condominium

The registration of this Declaration and the Description will create a freehold condominium corporation that is a standard condominium corporation in accordance the Act.

## 1.4 Consent of Encumbrancers

The consent of every person having a registered mortgage against the Property or interests appurtenant thereto is contained in Schedule “B” attached hereto.

## 1.5 Inclusions and Exclusions from Units

It is expressly stipulated and declared that the following items, matters or things are included within or excluded from (as the case may be) each of the Units described below, namely:

- (a) Each Resort Unit **shall include** all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, including, but not limited to, heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, all of which provide a service or utility to that particular Unit only.
- (b) Each Resort Unit **shall exclude** all concrete, concrete block or masonry portions of load bearing walls, columns, and floor slabs and any pipe, wire, cable, conduit, duct, shaft and mechanical or similar apparatus which is situate within the unit boundaries described and which provide a service or utility to another unit or the Common Elements.
- (c) Each Service Unit and/or Shared Unit and the Armishaw Sports Club Unit **shall include** all concrete, concrete block or masonry portions of load bearing walls, columns, floor slabs, exterior doors, door frames, windows and window frames, and any pipe, wire, cable, conduit, duct, shaft and mechanical or similar apparatus, including the thermostatic control which is situate within the unit boundaries.

1.6 Common Interest and Common Expenses

Each Owner of a Fractional Interest in a Resort Unit shall have an undivided interest in the Common Elements as a tenant in common with all other Owners of the Fractional Interests in such Resort Unit in the proportions as set forth in each such Resort Unit as specified in Schedule "P" attached hereto (which Fractional Interests in such Resort Unit shall, in the aggregate, total the proportions as specified for such Resort Unit in Schedule "D") and Owners of all other Units (other than the Resort Units) shall have an undivided interest in the Common Elements as a tenant in common with all other Owners as specified in Schedule "D" attached hereto and each Owner of a Fractional Interest in a Resort Unit shall contribute to the common expenses in the proportion set forth opposite each Fractional Interest in such Resort Unit as specified in Schedule "P" (which Fractional Interests in such Resort Unit shall, in the aggregate, total the proportions as specified for such Resort Unit in Schedule "D") and Owners of all other Units (other than the Resort Units) shall contribute to the common expenses in the proportion set forth as specified in Schedule "D" attached hereto. The total of the proportions of the common interests and proportionate contribution to common expenses shall each be one hundred (100%) percent.

1.7 Address for Service, Municipal Address and Mailing Address of the Corporation

The Corporation's address for service shall be c/o Lakeside at Rocky Crest Limited, 15675 Dufferin Street, King City, Ontario, L7B 1K5 or such other address as the Corporation may by resolution of the Board determine, and the Corporation's mailing address shall be c/o Lakeside at Rocky Crest Limited, 15675 Dufferin Street, King City, Ontario, L7B 1K5. The Corporation's municipal address is Hamer Bay Road, R.R. #1, Mactier, Ontario, P0C 1H0.

1.8 Approval Authority Requirements

There are no conditions imposed by the approval authority which are required to be included in this Declaration.

1.9 Architect/Engineer Certificates

The certificate(s) of the Declarant's architect(s) and/or engineer(s) confirming that all buildings on the Property have been constructed in accordance with the regulations made under the Act is/are contained in Schedule "G" attached hereto.

## ARTICLE II COMMON EXPENSES

2.1 Specification of Common Expenses

The common expenses shall comprise the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money incurred by or on behalf of the Corporation that are specifically designated as (or collectible as) common expenses pursuant to the provisions of the Act and/or this Declaration and without limiting the generality of the foregoing, shall include the specific expenses set out in Schedule "E" attached hereto.

2.2 Payment of Common Expenses

Each Owner shall pay to the Corporation his or her proportionate share of the common expenses and the assessment and collection of contributions toward common expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any By-laws or Rules in force from time to time by any Owner, or by members of his or her family and/or their respective tenants, invitees or

licensees shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.

### 2.3 Reserve Fund

- (a) The Corporation shall establish and maintain one or more reserve funds and shall collect from the Owners as part of their contribution towards the common expenses, all amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation all in accordance with the provisions of the Act.
- (b) No part of any reserve fund shall be used except for the purpose for which the fund was established. The reserve fund(s) shall constitute an asset of the Corporation and shall not be distributed to any Owner(s) except on termination of the Corporation in accordance with the provisions of the Act.

### 2.4 Status Certificate

The Corporation shall provide a status certificate to any requesting party who has paid (in advance) the applicable fees charged by the Corporation for providing same, in accordance with the provisions of the Act, together with all accompanying documentation and information prescribed by the Act. The Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant in connection with the Declarant's sale, transfer or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

## ARTICLE III

### COMMON ELEMENTS

#### 3.1 Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-laws and any Rules, each Owner has the full use, occupancy and enjoyment of the whole or any parts of the Common Elements, except as herein otherwise provided.

Save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on, within any Units or upon any portion of the Common Elements that:

- (a) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-laws and Rules of the Corporation;
- (b) is likely to damage the property of the Condominium, injure any person, or impair the structural integrity of any Units or Common Elements;
- (c) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Units; or
- (d) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy.

No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to this Declaration, any By-laws and/or the Rules.



### 3.2 Exclusive Use Common Elements

Subject to the provisions of and compliance with the Act, this Declaration, the By-laws and the Rules, the Owners of Fractional Interests in Resort Unit(s) listed in Schedule "F" attached hereto shall have the exclusive use and enjoyment of those parts of the Common Elements more particularly described in Schedule "F" which are respectively allocated to the Resort Unit(s).

### 3.3 Restricted Access

- (a) Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated by the Board, from time to time.
- (b) Sub-paragraph 3.3(a) above shall not apply to any mortgagee holding mortgages on at least thirty percent (30%) of the Units who shall have a right of access for inspection upon forty-eight (48) hours notice to the Corporation or its property manager.

### 3.4 Modifications of Common Elements, Assets and Services

#### (a) General Prohibition

No Owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain 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 in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with section 98 of the Act.

#### (b) Non-Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may make a non-substantial addition, alteration, or improvement to the Common Elements, a non-substantial change in the assets of the Corporation or a non-substantial change in a service that the Corporation provides to the Owners in accordance with subsections 97(2) and (3) of the Act.

#### (c) Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may, by a vote of Owners who own at least sixty-six and two thirds (66 $\frac{2}{3}$ %) percent of the Units, make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owner in accordance with subsections 97 (4), (5) and (6) of the Act.

### 3.5 Declarant Rights

Notwithstanding anything provided in this Declaration to the contrary, and notwithstanding any Rules or By-laws of the Corporation hereafter passed or enacted to the contrary, it is expressly stipulated and declared that:

- (i) the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the Common

Elements, for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, leasing, construction and/or customer-service program(s) with respect to any unsold Resort Units in this Condominium or similar type units in any of the Future Phase Condominiums, from time to time;

- (ii) the Declarant and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale/leasing purposes, as well as model suites and one or more offices for marketing, sales, leasing construction and/or customer-service purposes, upon any of the Shared Units, the Armishaw Sports Club Unit or any portion of the Common Elements, and within or outside any unsold Resort Units, at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or any one else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing, sales, leasing, construction, customer-service office(s) and said model suites; and
- (iii) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant and its authorized agents, representative and/or invitees over the Common Elements of this Condominium or over or within the Shared Facilities or the Armishaw Sports Club Unit.

### 3.6 Pets

No animal, livestock or fowl, other than those household domestic pets as permitted pursuant to Article IV of this Declaration are permitted to be on or about the Common Elements, including the exclusive use Common Elements, except for ingress to and egress from a Unit. All dogs and cats must be kept under personal supervision and control and held by leash at all times during ingress and egress from a Unit and while on the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in its sole and absolute discretion, to be a danger is permitted to be on or about the Common Elements and without limiting the generality of the foregoing Pitbull and Rottweiler dogs shall be deemed to be considered to be a "danger" and shall thereby not be permitted to be kept in any Unit nor on or about the Common Elements.

### 3.7 Parking

The parking spaces designated as parking spaces on the Description shall form part of the Common Elements and shall be for use by Owners and visitors to the Condominium (the "Parking Spaces"). Certain Parking Spaces, as set forth under Schedule "F" to this Declaration, shall be for the exclusive use Common Elements of the Owners of the Resort Units as so designated. The Parking Spaces may not be leased or sold to any Owner or otherwise assigned. The Parking Spaces shall be maintained by the Corporation and shall be used by Owners and visitors to the Property for the parking of their motor vehicles. The Parking Spaces shall be designated as parking by means of clearly visible signs. The Declarant, its sales and management personnel, agents, sub-trades, invitees and prospective purchasers, may park motor vehicles within the Parking Spaces until such time as title to all Fractional Interests in Resort Units in the Condominium and similar interests in the Future Phase Condominiums have been conveyed by the Declarant.

### 3.8 Smoking

Smoking is not permitted within any building on the Property.

**ARTICLE IV**  
**UNITS**

4.1 Resort Units

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

- (a) Each Resort Unit shall be occupied and used in accordance with the applicable zoning by-laws pertaining to the Property and for no other purpose whatsoever. The number of individuals who may occupy a Resort Unit shall be the same as the number permitted by the local municipal by-laws from time to time. The foregoing shall not prevent the Declarant from completing the buildings and all improvements to the Property, maintaining Resort Units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs for marketing/sales/leasing purposes upon the Common Elements, and within or outside any unsold Resort Unit, until all Fractional Interests in the Resort Units in the Condominium and similar interests in the Future Phase Condominiums have been conveyed by the Declarant, or its related companies.
- (b) Ownership of a Fractional Interest in a Resort Unit shall be restricted to only those Owners who, pursuant to the ClubLink Corporation - Membership Plan and By - Law, are members, in good standing, of the Rocky Crest Golf Club or an existing ClubLink member in good standing and if, at the time of their purchase of a Fractional Interest in a Resort Unit, they are not an existing ClubLink member or a member of the Rocky Crest Golf Club, then, in conjunction with such purchase and as a condition of such purchase they shall be required to become a member (as such term is described under the ClubLink Corporation - Membership Plan and By - Law) in the Rocky Crest Golf Club. It shall be a continuing duty of Owners to comply with the foregoing provisions and shall be a continuing duty and obligation of prospective purchasers of Fractional Interests to also comply and to adhere to the foregoing requirements.
- (c) No Resort Unit shall be occupied or used by an Owner or anyone else, in such a manner as is likely to damage or injure any person or property (including any other Units or any portion of the Common Elements) or in a manner that will impair the structural integrity, either patently or latently, of the Resort Units and/or Common Elements, or in a manner that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements or their respective Resort Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the By-laws, and/or any agreement authorized by the By-laws. If the use made by an Owner of a Resort Unit, other than the Declarant (except as is contemplated in this Declaration or in the By-laws, or in any agreement authorized by By-law without limitation) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements, or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being canceled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such owner's breach of the foregoing provisions of this subparagraph and such Owner shall pay with his or her next monthly contribution towards the common expenses after receipt of a notice from the Corporation, all increases in premiums in respect

of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards common expenses and recoverable as such.

- (d) Each Owner shall comply, and shall require all members of his or her family, occupants, invitees, servants and agents, occupying a Resort Unit to comply with the Act, the Declaration, the By-laws, and all agreements authorized by the By-laws and the Rules.
- (e) No portable or window air conditioner shall be placed or installed on the outside of the window sills or projections.
- (f) No exterior aerial or antenna or satellite dish shall be placed anywhere on the Property, including the Resort Units and Common Elements except by the Corporation and no clothes lines unless approved by the Board shall be placed or maintained on the Property.
- (g) Smoking is not permitted within any Resort Unit.
- (h) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the outside of any Resort Unit except by the Corporation.
- (i) Owners of Fractional Interests in Pet Friendly Resort Units are permitted to have not more than two (2) general household domestic pets, being cats, dogs, canaries, budgies or other small caged birds, or an aquarium of goldfish or tropical fish in such Pet Friendly Resort Units. No pet, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Pet Friendly Resort Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the Property. No breeding of pets for sale or otherwise shall be carried on, in or around the Property. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in its sole and absolute discretion, to be a danger or nuisance shall be permitted in any Pet Friendly Resort Unit or other building within the Property and without limiting the generality of the foregoing Pitbull and Rottweiler dogs shall be deemed to be considered to be a "danger" and shall thereby not be permitted to be kept in any Pet Friendly Resort Unit nor on or about the Property.
- (j) Owners of Fractional Interests in the Pet Free Resort Unit will be prohibited from bringing any pets, animals, livestock or fowl of any kind into the Pet Free Resort Unit. If an Owner brings any pet, animal, livestock or fowl of any kind into the Pet Free Resort Unit in violation of this provision, that Owner shall remove that pet, animal, livestock or fowl immediately from the Pet Free Resort Unit and will be responsible to the Board for any and all costs associated with cleaning and/or repair and/or sanitization and/or removal of allergens within the Pet Free Resort Unit, which amounts will constitute additional common expenses of such Owner and may be collected as such.
- (k) The List of Villas Occupancy Weeks indicates the applicable day of the week upon which the Occupancy Weeks for the Villas will commence and terminate and the List of Cabins/Cottages Occupancy Weeks indicates the applicable day of the week upon which the Occupancy Weeks for the Cabins and Cottages will commence and terminate.
- (l) In the event the Board determines, in its sole discretion, acting reasonably, that any noise or odour is being transmitted to another Resort Unit and that such noise or odour is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Resort Unit is adjacent to or wherever situated in relation to the offending

Resort Unit), then the Owner of the Fractional Interest in such Resort Unit causing such noise or odour shall at his or her own expense take such steps as shall be necessary to abate such noise or odour to the satisfaction of the Board. In the event such Owner fails to abate the noise or odour, the Board shall take such steps as shall be necessary to abate the noise or odour and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise or odour, which expenses are to include reasonable solicitor's fees on a solicitor and his or her own client basis which shall be deemed to be additional contributions to common expenses and recoverable as such.

- (m) No Owner or any Occupants of a Resort Unit shall make or authorize anyone else to make any change, addition, modification or alteration, in or to his or her Resort Unit. No Owner or any Occupants may paint, refinish or redecorate any Resort Unit or remove, alter or replace any part of the Common Furnishings without the consent of the Board.
- (n) Owners and any Occupants shall keep their Resort Unit and its Common Furnishings neat and in good condition during their Occupancy Weeks and shall leave the Resort Unit and its Common Furnishings neat and in good condition (except for reasonable wear and tear), at the end of their Occupancy Week.

#### 4.2 Service Units and Shared Units

- (a) The Service Units and Shared Units shall be used only for the purpose of housing the respective facilities and services therein and any servicing installations, utility systems, storm or sanitary systems, telephone systems, cable television systems, computer monitoring equipment and systems, municipal and/or private hydro meters, transformers, generators, municipal and/or private water meters and gas meters, sump pump, fire protection and sprinklers systems and enunciator panel and various other mechanical, electrical, electronic and/or computer systems and equipment contained therein, including without limitation, heating and air conditioning equipment, together with any ancillary equipment or supplies appurtenant thereto servicing and benefitting the Corporation, the Future Phase Condominiums, the Rocky Crest Golf Club and, while still in operation, the Delta Rocky Crest Resort. The Service Units and Shared Units, subject to the terms of this Declaration and the Shared Facilities Agreement shall ultimately be shared and used by the Condominium, the Future Phase Condominiums and in certain instances by the Rocky Crest Golf Club and, while still in operation, the Delta Rocky Crest Resort in connection with the use, maintenance and operation of the Shared Facilities.
- (b) Ownership of the Service Units and Shared Units shall ultimately be shared between the Condominium, the Future Phase Condominiums and the Declarant as tenant-in-common, as set out in the Shared Facilities Agreement, the actual transfer of ownership of the Services Units or Shared Units by the Declarant shall occur within one hundred and twenty (120) days after the date the last of the Future Phase Condominiums (or any phase therein) has been registered by the Declarant or as soon as possible thereafter.
- (c) Once ownership interests to the Condominium and the Future Phase Condominiums of the Service Units or Shared Units has been transferred by the Declarant as aforesaid, any further sale, transfer, mortgage, charge, encumbrances or other conveyance of the whole or any portion of the Service Units or Shared Units (including any sale, transfer, mortgage, charge, encumbrance or other conveyance of the beneficial ownership or interest in the Service Units or Shared Units) shall require (in addition to any other approvals which may be required pursuant to the provisions of the Act, this Declaration and/or the Shared Facilities Agreement) the prior written consent of the other co-tenant(s) of the Service Units or Shared Units(s) purported to be so sold, mortgaged, charged or encumbered. In addition, every new owner, mortgagee, chargee or encumbrancer of the Service

Units or Shared Units shall be required to execute (by way of counterpart or otherwise) an agreement in favour of the co-tenant(s) of the Shared Units and/or Service Units, covenanting to be bound by all of the terms and provisions of the Declaration and the Shared Facilities Agreement to the same extent and effect as if it had been an original party thereto.

- (d) Any instrument or other document purporting to sell, transfer, convey, mortgage, charge or encumber an owner's undivided interest as tenant-in-common in the Service Units or Shared Units, without the requisite consents being given, or without the new agreement or counterpart being executed and delivered (as the case may be) as required in the immediately preceding subparagraph, shall be null and void and of no force or effect whatsoever.

#### 4.3 Armishaw Sports Club Unit

The operation and use of the Armishaw Sports Club Unit (and the facilities contained therein from time to time) shall be governed by the terms of the Armishaw Sports Club Agreement.

#### 4.4 Leasing of Units

Owners who allow their Resort Unit to be occupied by a guest or invitee ("**Occupants**") must provide the Board or property manager with written particulars of the Occupants, including the Occupant's name, address, contact information, relationship to Owner and vehicle identification particulars, at least twenty-one (21) days prior to the Occupant's proposed occupancy of the Resort Unit. The Board reserves the right to determine, in its sole discretion, acting reasonably, that the potential Occupants are unfit to occupy a Resort Unit in the Project. Owners who wish to lease their Resort Units for extended periods of time are permitted to enroll their Fractional Interest in an Exchange Program and exchange one or more Occupancy Weeks in accordance with the terms and regulations of the Exchange Program and Paragraph 5.5 of this Declaration.

### ARTICLE V

#### FRACTIONAL INTERESTS AND OCCUPANCY WEEKS

##### 5.1 Fractional Interests

- (a) Cabins and Cottages

The ownership of each Fractional Interest in a Cabin or Cottage is divided into:

- (i) A one-eighth fee simple undivided interest, as tenant-in common which will allow the Owner to occupy the Resort Unit for a period of three (3) fixed Occupancy Weeks in the Cabins/Cottages Golf Season in each year as set out on the List of Cabins/Cottages Occupancy Weeks.
- (ii) A one-eighth fee simple undivided interest, as tenant-in-common which will allow the Owner to occupy the Resort Unit for a period of three (3) Occupancy Weeks in the Cabins/Cottages Non-Golf Season in each year, as set out on the List of Cabins/Cottages Occupancy Weeks, which weeks will rotate each year sequentially through eight (8) Time Slots (1 to 8).
- (iii) Time Slots 2, 5 and 8 on the List of Cabins/Cottages Occupancy Weeks will include bonus Occupancy Weeks 52, 53 (when applicable) and 51 respectively.
- (iv) Occupancy Weeks 14 and 47 on the List of Cabins/Cottages Occupancy Weeks are scheduled for Service Periods.

- (v) The turnover day will be on Monday of each of the Occupancy Weeks on the List of Cabins/Cottages Occupancy Weeks.

(b) Villas

The ownership of each Fractional Interest in a Villa is divided into:

- (i) A one-tenth fee simple undivided interest, as tenant-in common which will allow the Owner to occupy the Resort Unit for a period of two (2) fixed Occupancy Weeks in the Villas Golf Season in each year as set out on the List of Villas Occupancy Weeks.
- (ii) A one-tenth fee simple undivided interest, as tenant-in-common which will allow the Owner to occupy the Resort Unit for a period of three (3) Occupancy Weeks in the Villas Non-Golf Season in each year as set out on the List of Villas Occupancy Weeks, which weeks will rotate each year sequentially through ten (10) Time Slots (1 to 10).
- (iii) Time Slot 9 on the List of Villas Occupancy Weeks will include bonus Occupancy week 53 (when applicable).
- (iv) Occupancy Weeks 15 and 46 on the List of Villas Occupancy Weeks are scheduled for Service Periods.
- (v) The turnover day will be on Friday of each of the Occupancy Weeks on the List of Villas Occupancy Weeks.

5.2 Personal Effects

At the end of an Occupancy Week, the Owner may store personal effects such as clothing, food, liquor, luggage, etc. in the storage locker provided for the Resort Unit or shall remove such items from the Resort Unit after each Occupancy Week. No one will be responsible for any personal effects that are left behind. Personal effects not properly stored within the storage locker or removed will be considered abandoned and the Corporation has the right to dispose of them and if the Corporation sells them, it may keep the sale proceeds.

5.3 Service Periods

Owners shall have no right to occupy a Resort Unit during Service Periods.

5.4 Voting

The Act provides for one (1) vote per Unit. In accordance with subsection 51(3) of the Act the majority of the Owners of Fractional Interests in a Resort Unit may exercise the right to vote in respect of the Resort Unit but the vote shall not be counted if there are two or more Owners and they are evenly divided on how to exercise the vote.

5.5 Exchange Use

(a) Exchange is Allowed

Both an Internal Exchange and External Exchange are allowed.

(b) Arrangements for Internal Exchange or External Exchange

The Corporation or the property manager may (but does not have to) provide for an Internal Exchange or External Exchange Program as determined by the Board from time to time. To pay for the added costs, the Corporation or the property manager may charge fees to those Owners who use these services. All such fees will be in addition to and therefore not included in the common expenses of the condominium.

(c) Risk and Expense

An Owner may take part in any Internal Exchange or External Exchange at his/her own option, risk and expense. Any charges made and rules imposed by an Internal Exchange or External Exchange will not change or suspend the common expenses and duties imposed on the Owner by this Declaration, the By-Laws and the Rules.

The Owner must notify the Corporation in writing if the Owner takes part in an Exchange Program. An Owner must pay for his/her own exchange membership and other associated fees.

(d) All Exchange Users must Obey this Declaration

All Exchange Users are governed by this Declaration, the By-Laws, Rules and the Act and must be in compliance therewith. All Exchange Users may be required to sign an agreement to this effect and if the Exchange User does not sign the agreement, occupancy may be refused. Any Exchange User is jointly and severally liable and responsible for all occupants of the Resort Unit, even if the Exchange User never occupies the Resort Unit.

5.6 Transferring of Fractional Interest(a) Owners Must Reference Fractional Interest Identification Number

Each Transfer/Deed of Land conveying the Owner's Fractional Interest in a Resort Unit must reference the Resort Unit, Level and the Fractional Interest Identification Number set out on Schedule "P" to this Declaration (and must constitute a transfer of the Owner's rights in the entire Fractional Interest.

## (b) No transfer of a Fractional Interest shall be effective unless

- (i) as a condition of such transfer the Owner transfers his or her membership under the ClubLink Corporation - Membership Plan and By - Law in the Rocky Crest Golf Club to the transferee and pays to ClubLink a 5% transfer fee for the transfer of the Rocky Crest Golf Club golf membership and the transferee assumes such membership as if originally named thereunder; or
- (ii) the transfer of the Fractional Interest is approved by the ClubLink as an "**Existing Member Purchase**" as defined and regulated under the ClubLink Corporation- Membership Plan and By - Law.

(c) Owner must Give Notice to the Corporation and ClubLink

At least ten (10) days before the registration of any Transfer/Deed of Land of a Fractional Interest in a Resort Unit, the Owner must notify the Corporation and ClubLink in writing of the sale of the Fractional Interest in the Resort Unit and also obtain from ClubLink for delivery to the transferee a status certificate evidencing that the membership(s) of the Owner at the Rocky Crest Golf Club is in



good standing. The notice must give: (i) name and address of the new Owner; (ii) date of the projected closing date; (iii) a copy of the Transfer/Deed of Land following registration; (iv) the Resort Unit, Level and Fractional Interest Identification Number.

- (d) Unless and until the notice in paragraph 5.6(c) is given:
- (i) the Corporation will not allow the new Owner to occupy the Resort Unit during the Occupancy Weeks allocated to the Owner of the Fractional Interest so occupied; and
  - (ii) the original Owner will remain fully liable.

(e) Release from any Further Obligations

No Owner is liable for any costs or obligations pursuant to this Declaration, the By-Laws, Rules and the Act after his/her Transfer/Deed of Land has been recognized by the Corporation in accordance with this paragraph 5.6, but shall remain liable for anything that occurred before the Transfer/Deed of Land is recognized by the Corporation.

(f) Ten Year Restriction on Transfer of Combined Fractional Ownership Interest

No Owner of a Combined Fractional Ownership Interest shall, prior to June 30, 2016 (the "**Transfer Restriction Date**"), transfer, convey or assign, separate and apart from the other, the Fractional Interests which comprise a Combined Fractional Ownership Interest and any instrument or other document purporting to effect such sale, transfer, assignment or other conveyance prior to the Transfer Restriction Date shall be deemed to be null and void and of no force and effect whatsoever.

## ARTICLE VI

### MAINTENANCE AND REPAIRS

6.1 Repairs and Maintenance by Owner

Owners are not responsible for the maintenance and repair of their respective Resort Unit other than normal day to day cleaning of the Resort Unit as would a prudent owner of a Resort Unit in the circumstances.

6.2 Responsibility of Owner for Damage

Each Owner shall be responsible for all damage to his or her Resort Unit and to any and all other Units and to the Common Elements, which is caused by the failure of the Owner, his or her residents, family members, guests, visitor or invitees to his or her Resort Unit, to so maintain his or her Resort Unit and such parts of the Common Elements for which he or she is responsible, or caused by the negligence or wilful misconduct of the Owner, his or her residents, tenants, licensees or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

6.3 Repair and Maintenance by Corporation

The Corporation shall maintain and repair the Resort Units and the Common Elements at its own expense and shall be responsible for the maintenance and repair of any areas comprising exclusive use Common Elements. Without further direction or approval from the Owners, the Corporation must maintain and repair Resort Units, Common Elements and Common Furnishings, and keep them in a neat and attractive condition including:

- (a) providing mandatory maid service to clean and get each Resort Unit ready for the next occupant;
- (b) providing routine and special maintenance and repair to each Resort Unit during the Service Periods;
- (c) replacing by lease or purchase as the Board may decide the Corporation's property including the Common Furnishings;
- (d) making repair and replacements in accordance with the Act; and
- (e) restoring the Common Elements and Resort Units or any portion thereof after damage or destruction in accordance with the provisions of the Act.

## ARTICLE VII INDEMNIFICATION

- 7.1 Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his family, guests, visitors or tenants to or with respect to the Common Elements and/or all other Units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward common expenses payable by such Owner and shall be recoverable as such.

## ARTICLE VIII INSURANCE

### 8.1 By the Corporation

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance, in one or more policies:

- (a) "All Risk" Insurance: Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:
  - (i) the Property and buildings and Common Furnishings but excluding improvements made or acquired by an Owner; and
  - (ii) all assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Owners;

in an amount equal to the full replacement cost of such real and personal property, and of the Units and Common Elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause as determined by the Board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the Units and/or the Common Elements (or any portion thereof), provided however that if an Owner or other person occupying a Resort Unit with the knowledge or permission of the Owner, through an act or omission causes damage to such Resort Unit, or to any other Unit(s), or to any portion of the Common Elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the

amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such Owner's Fractional Interest in the Resort Unit.

(b) Policy Provisions

Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act, this Declaration and the Insurance Trust Agreement, if appointed) and shall contain the following provisions:

- (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;
- (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation and to the Insurance Trustee, if appointed;
- (iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;
- (iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and
- (v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.

(c) Public Liability Insurance: Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any occupant or guests of any Owner of a Resort Unit.

(d) Boiler, Machinery and Pressure Vessel Insurance

Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable.

8.2 General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may in writing, authorize any Owner(s), in writing, to adjust any loss to his or her Unit.
- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such

application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 8.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right.

- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the Record of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation.
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act.
- (e) Where insurance proceeds are received by the Corporation or any other person rather than the Insurance Trustee, if appointed, they shall be held in trust and applied for the same purposes as are specified otherwise in Article IX.
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.

### 8.3 By the Owner

- (a) It is acknowledged that the foregoing insurance is the only insurance to be obtained and maintained by the Corporation and that the following insurance, must be obtained and maintained by each Owner at such Owner's own expense:
  - (i) Insurance for personal property and chattels of the Owner, other than Common Furnishings, which may be stored by the Owner on the Property, including automobiles, and for loss of use and occupancy of the Resort Unit in the event of damage. Every such policy of insurance shall contain waiver(s) of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants, and against the other Owners and any members of their families or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties.
  - (ii) Public liability insurance covering any liability of any Owner or any occupant, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
  - (iii) Insurance covering the deductible on the Corporation's master insurance policy for which an Owner may be responsible.

8.4 Indemnity Insurance for Directors and Officers of the Corporation

The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in the Act, including any liability, cost, charge or expense incurred by them in the execution of their respective duties (hereinafter collectively referred to as the “**Liabilities**”), provided however that such insurance shall not indemnify any of the directors or officers against any of the Liabilities respectively incurred by them as a result of a breach of their duty to act honestly and in good faith, or in contravention of the provisions of the Act.

### ARTICLE IX

#### INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

9.1 The Corporation is authorized to enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under the *Loan and Trust Corporations Act*, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:

- (a) the receipt by the Insurance Trustee of any proceeds of insurance in excess of fifteen (15%) percent of the replacement cost of the property covered by the insurance policy;
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration, and any amendments thereto;
- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
- (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

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

9.2 In the event that:

- (a) the Corporation is obligated to repair or replace the Resort Units and the Common Elements and, in accordance with the Shared Facilities Agreement, the Service or Shared Units, or any asset insured in accordance with the provisions of the Act, an Insurance Trustee, if appointed, shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs;
- (b) there is no obligation by the Corporation to repair or replace, and if there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the Owners in the proportion of their respective interests in the Common Elements and shall pay such proceeds to the Owners in such proportions upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount

due under a Certificate of Lien registered by the Corporation against such Unit, in accordance with the priorities thereof;

- (c) the Board, in accordance with the provisions of the Act, determines that:
- (i) there has not been substantial damage to twenty-five (25%) per cent of the buildings; or
  - (ii) there has been substantial damage to twenty-five (25%) per cent of the buildings and within sixty (60) days thereafter the Owners who own eighty (80%) per cent of the Units do not vote for termination,

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

## ARTICLE X SHARED FACILITIES

### 10.1 The Control, Operations, Budgeting and Cost-Sharing of the Shared Facilities

- (a) Save as otherwise provided in this Declaration to the contrary and without limiting any easement that the Condominium enjoys or is subject to, the Shared Facilities shall be used only by the Declarant and the Owners of the Resort Units in the Condominium, and by their respective families, guests, tenants and invitees and by the Owners of resort condominium units in the Future Phase Condominiums (to the extent they are entitled to use same) and by their respective families, guests, tenants and invitees and in certain instances by ClubLink and by members of the Rocky Crest Golf Club and their guests. Save as otherwise provided in this Declaration to the contrary, no provision contained in any of the By-laws or Rules of this Corporation shall restrict the access to, egress from and/or use of the Shared Facilities by the persons entitled thereto, save for any reasonable controls or restrictions imposed on access thereto.
- (b) The Corporation's share of the Shared Facilities Costs shall be calculated and paid as provided in the Shared Facilities Agreement. The budget for the Corporation shall incorporate any budget for the same period for Shared Facilities Costs prepared in accordance with the Shared Facilities Agreement by or on behalf of the Owners or parties for the time being to the Shared Facilities Agreement.

## ARTICLE XI DUTIES OF THE CORPORATION

- 11.1 In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the By-laws of the Corporation, the Corporation shall have the following duties, namely:
- (a) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant to construct, complete, maintain and repair the Project.
  - (b) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner or their respective families, guests, tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to conduct

its marketing/sale/construction programs, as more particularly set out in the foregoing provisions of this Declaration.

- (c) To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreements (as well enter into a formal assumption agreement with the local municipalities or other governmental authorities relating thereto, if so required by the local municipalities or other governmental authorities).
- (d) To take all reasonable steps to collect from each Owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Fractional Interest in a Resort Unit in respect of which the Owner has defaulted in the payment of common expenses.
- (e) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable television operators, over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to each of the Units in the Condominium and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or cable television suppliers pertaining to the provision of their services to the Condominium and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing.
- (f) To take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration.
- (g) To assume and/or enter into the Shared Facilities Agreement and the Armishaw Sports Club Agreement as soon as reasonably possible after the registration of this Declaration and to observe and comply (and insofar as possible, compel the observance and/or compliance by all Owners, and their respective tenants, families, guests and/or invitees) with all terms and provisions contained in such agreements in addition to complying (and insofar as possible compelling the observance and/or compliance by all Owners, and their respective families, guests, tenants and/or invitees) with all of the requirements set forth in the Act, and all of the terms and provisions set forth in this Declaration and By-laws of this Corporation.
- (h) To not interfere with the supply of (and insofar as the requisite services are supplied from the Corporation's property, to cause) heat, hydro, water, gas and all other requisite utility services (including such services which constitute Shared Facilities) to be provided to the Project so that same are fully functional and operable during normal or customary hours of use.
- (i) To operate, maintain and keep in good repair (or cause to be operated, maintained and/or repaired) as would a prudent owner of similar premises at all times, those parts of the Common Elements which service or benefit or constitute the Shared Facilities;
- (j) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by an Owner, or their respective tenants or invitees which would prohibit, limit or restrict the access to, egress from and/or use any easement or the Service Units or Shared Units enjoyed by the Project and/or their respective residents, tenants and invitees as more particularly set out in the foregoing provisions of this Declaration.

- (k) To pay on a monthly basis, the Corporation's share of the Shared Facilities Costs and any costs or charges payable under the Armishaw Sports Club Agreement as more particularly set out in the foregoing provisions of this Declaration and as provided for in the Shared Facilities Agreement or the Armishaw Sports Club Agreement, as the case may be.
- (l) To execute forthwith upon the request of the Declarant following the transfer of title to the Service Units and/or the Shared Units such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the formal cessation of all the Declarant's liabilities and obligations with respect to the Shared Facilities (as same relate to the Condominium and for which the Declarant was responsible for prior to the registration of the Condominium).
- (m) To accept and register the transfer/deed from the Declarant of this Corporation's proportionate shared unit interest and/or an undivided interest in the Shared Units and the Service Units (in accordance with, and at the time(s) contemplated by, the foregoing provisions of this Declaration) and to complete and execute all requisite documentation and affidavits necessary to effect the registration of such conveyance, all without cost to the Declarant.
- (n) The Board shall, after notification thereof, adopt without amendment and be bound by, all decisions of the parties to the Shared Facilities Agreement in connection with matters dealt with in the Shared Facilities Agreement as if such decisions were made by the Board itself, including decisions with respect to the determination of the Shared Facilities Costs.
- (o) To assume and/or enter into an agreement with ClubLink (or its licensed contractors or assigns) regarding the supply and service of water and sewage service from the Water Treatment Facilities to the Project.

## ARTICLE XII

### GENERAL MATTERS AND ADMINISTRATION

#### 12.1 Rights of Entry to the Unit

- (a) The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, maintenance, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation.
- (b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and this provision constitutes notice to enter the Unit in accordance with the Act for the purpose of repairing the Unit, Common Elements, including any part of the Common Elements over which any Owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists.
- (c) If an Owner shall not be personally present to grant entry to his Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.



- (d) The Corporation shall retain a master key to all locks controlling entry into each Resort Unit. No owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her Resort Unit (nor on any doors within said Resort Unit), nor with respect to any door(s) leading to any part of the exclusive use Common Elements areas appurtenant to such Owner's Resort Unit.
- (e) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-laws.

## 12.2 Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

## 12.3 Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the By-laws or any other rules and regulations of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

## 12.4 Interpretation of Declaration

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

## 12.5 Headings

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

**IN WITNESS WHEREOF** the Declarant has hereunto affixed its corporate seal under the hands of its proper officer duly authorized in that behalf.

DATED at King City this 26<sup>th</sup> day of September, 2007.

**LAKESIDE AT ROCKY CREST LIMITED**

Per: Robert Visentin c/s  
 Name: Robert Visentin  
 Title: Authorized Signing Officer

I have authority to bind the Corporation

## SCHEDULE "A"

### Description of Land

In the Township of Seguin in the District of Parry Sound and the Province of Ontario, being composed of Part of Lots 29 & 30, Concession 7, Geographic Township of Humphrey, designated as Parts 1, 6, 22, 24 & 25, Plan 42R-17667 and Part 1, Plan 42R-17857, deposited in the Land Registry Office for the Land Titles Division of Parry Sound (No. 42) (the "**Condominium Lands**").

Being part of P.I.N. 52193-0078 & P.I.N. 52193-0085 and all of P.I.N. 52193-0501 & P.I.N. 52193-0503

TOGETHER WITH a right of way over Parts 2 & 5, Plan 42R-4419 as set out in LT124609

TOGETHER WITH a right of way over Part 2, Plan 42R-14324 save and except Parts 2 & 3, Plan 42R-17560 as set out in Instrument No. LT275589

TOGETHER WITH an easement over Parts 3 & 5, Plan 42R-8477 as set out in Instrument No. LT142847

TOGETHER WITH an easement over Part 2, Plan 42R- 8477 as set out in Instrument No. LT142848

TOGETHER WITH an easement over Parts 3 & 5, Plan 42R-8477 as set out in Instrument No. LT149662.

TOGETHER WITH an easement over Parts 29 & 32, Plan 42R-17667 as set out in Instrument No. GB 5967

TOGETHER WITH an easement over Parts 30, 31 & 33, Plan 42R-17667 as set out in Instrument No. GB 5967

TOGETHER WITH an easement over Parts 1, 2 & 3, Plan 42R-17858 as set out in Instrument No. GB 5970

TOGETHER WITH an easement over Parts 4 & 5, Plan 42R-17858 as set out in Instrument No. GB 5970

TOGETHER WITH an easement over Part of Lot 30, Concession 7, Geographic Township of Humphrey, being Part 23, Plan 42R-17667 as set out in Instrument No. GB8046.

TOGETHER WITH an easement over Part of Lot 29, Concession 7, Geographic Township of Humphrey, being Parts 20 & 21, Plan 42R-17667 as set out in Instrument No. GB8045.

TOGETHER WITH a free, non-exclusive easement in favour of the owners of the Condominium Lands and their successors, assigns, servants, agents, contractors, employees, licencees and invitees, in common with all other persons entitled thereto at all times over, along and upon Part of P.I.N. 52193-0078(LT) being Part of Lot 29, Concession 7 designated as Parts 2, 7, 39 & 42, Plan 42R-17667, save and except Part 1 on Plan 42R-17857, Part of P.I.N. 52193-0085(LT) being Part of Lot 30, Concession 7 designated as Parts 3, 36, 37 & 38, Plan 42R-17667, All of P.I.N. 52193-0077(LT) being Part of Lots 29 & 30, Concession 7 designated as Part 8, Plan 42R-17667, All of P.I.N. 52193-0086(LT) being Part of Lot 30, Concession 7 designated as Part 4, Plan 42R-17667, All of P.I.N. 52193-0087(LT) being Parts 5 & 35, Plan 42R-17667 and All of P.I.N. 52193-0463(LT) being Part of Lots 29 & 30 and Part of the Original Shore Road Allowance in Front of Lot 30(closed by By-Law 942, Instrument No. LT95285) designated as Parts 28, 40 & 41, Plan 42R-17667 all in the Geographic Township of Humphrey (the "**Future Condominium Lands**") for the purpose of allowing, where

practical, pedestrian and where practical, vehicular ingress and egress, including visitor parking within areas designated for such purpose and all other acts necessary to facilitate the installation, maintenance, operation, alteration, repair, replacement and inspection of any part of the buildings, installations or appurtenances situate thereon, but not limited to, storm and sanitary sewers, water pipes, insulation systems, electrical, telephone, television and cable conduits, cables and wires, transformers, gas lines, and various other services and utilities, together with all appurtenances thereto as may be necessary or convenient from time to time to provide for such services and utilities to any parts of the buildings situate thereon and for the purpose of allowing all manner of construction vehicles, equipment and personnel ingress and egress through the designated roadways, driveways and walkways as well as the on-loading, off-loading or transport of goods and materials within the said areas

TOGETHER WITH a free, non-exclusive easement over, along, and upon Part of P.I.N. 52193-0078(LT) being Part of Lot 29, Concession 7, Geographic Township of Humphrey designated as Part 2, Plan 42R-17667 in favour of the owners of the Condominium Lands and their successors, assigns, servants, agents, contractors, employees, licencees and invitees, in common with all other persons entitled thereto at all times for the purpose of emergency access, including the non-exclusive passage and repassage of emergency vehicles (herein sometimes called the "**Temporary Emergency Access Easement**"). PROVIDED that the Temporary Emergency Access Easement granted herein shall expire on such date that an alternate emergency access easement or similar or equivalent type access easement (herein referred to as the "**Permanent Emergency Access Easement**"), in a location to be determined by the Declarant, acting reasonably and otherwise substantially in the form hereof is executed and delivered to the condominium corporation(s) for registration (and the condominium corporation(s) agrees to consent to and accept such transfer of easement for registration) and thereupon the Land Registrar is hereby authorized to delete and release the Temporary Emergency Access Easement described herein from title to the Future Condominium Lands or part thereof, without the necessity of any further notice or consent. A written statement from the solicitors for the Declarant that the Permanent Emergency Access Easement substantially in the form hereof has been executed and delivered to the condominium corporation(s) for registration shall be conclusive evidence of the facts therein contained, and shall be binding on both the Declarant and condominium corporation(s). Upon expiry of the Temporary Emergency Access Easement hereof, the condominium corporation(s) shall as previously set out consent to and accept such transfer of the Permanent Emergency Access Easement for registration and shall execute and deliver to the Declarant, without charge, such consent and a release and abandonment of the Temporary Emergency Access Easement in such form as required by the Declarant, and if the consent and release and abandonment is not delivered within ten (10) days of written request therefore by the Declarant, the condominium corporation(s) hereby irrevocably nominates, constitutes and appoints the Declarant to be and act as its (or their) lawful attorney, in the condominium corporation's name, place and stead, in order to execute such consent and execute and register such release and abandonment of easement.

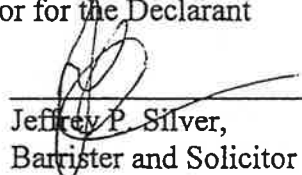
SUBJECT TO an easement over Part 25, Plan 42R- 17667 as set out in LT247485.

RESERVING an easement in favour of the owners of the Future Condominium Lands and their agents, contractors or servicemen through the common elements of the Condominium Lands for the purpose of allowing pedestrian and where practical, vehicular ingress and egress, including visitor parking within areas designated for such purpose and all other acts necessary to facilitate the installation, maintenance, operation, alteration, repair, replacement and inspection of any part of the buildings, installations or appurtenances situate thereon, but not limited to, storm and sanitary sewers, water pipes, insulation systems, electrical, telephone, television and cable conduits, cables and wires, transformers, gas lines, and various other services and utilities, together with all appurtenances thereto as may be necessary or convenient from time to time to provide for such services and utilities to any parts of the buildings situate thereon and for the purpose of allowing all manner of construction vehicles, equipment and personnel ingress and egress through the designated roadways, driveways and walkways as well as the on-loading, off-loading or transport of goods and materials within the said areas

In my opinion, based on the parcel register and the plans and documents recorded in them, the legal description is correct, the described easements will exist in law upon the registration of the declaration and the description and the declarant is the registered owner of the land and appurtenant interests.

Harris, Sheaffer LLP  
Solicitor for the Declarant  
Per:

Date: September 25, 2007

  
\_\_\_\_\_  
Jeffrey P. Silver,  
Barrister and Solicitor

*M:\04\045335\Declaration for Registration\SCHEDULE A\_Phase 1 September 25.doc*

**SCHEDULE "B"**

(under clause 7(2)(b) of the *Condominium Act, 1998*)

N/A

## SCHEDULE "C"

### BOUNDARIES OF UNITS

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

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

1. Boundaries of the Resort Units

(Units 1-18 inclusive and Unit 22, Level 1)

a) The vertical Unit Boundaries are:

- i) The unfinished upper surface of the drywall sheeting and the horizontal projection thereof.
- ii) The upper surface of concrete floor slab

b) The horizontal Unit Boundaries are:

- i) The backside surface of drywall sheeting and the vertical projection thereof.
- ii) On the walls between Units, the backside surface of drywall sheeting on the first and second floors
- iii) The innermost unit side surface of the window glazing and the undecorated interior surface of the window frames and the undecorated unit side surface of the door frames and the undecorated unit side surface of the door in the closed position.

2. Boundaries of the Propane/Hydro Substation Unit, Reception Fitness Centre Unit and Armishaw Sports Club Unit

(Units 19, 20 & 21, Level 1)

a) The vertical Unit Boundary is the vertical plane established by measurement

b) The horizontal Unit Boundary is defined by survey monuments found or planted.

### SURVEYOR'S CERTIFICATE

I hereby certify that the written description of the monuments and boundaries of the units contained herein accurately corresponds with the diagrams of the units shown on Part 1, Sheet 1 of the description.

Sept. 25, 2007  
Date

Dino Astri Surveying Ltd.



\_\_\_\_\_  
Dino R. S. Astri, OLS, OLIP  
Ontario Land Surveyor

**Lakeside at Rocky Crest  
Schedule D**

**Percentage Contributions to Common Expenses and Percentage Interest in Common  
Elements by Unit and Number**

<b>Level</b>	<b>Resort Unit Number</b>	<b>Percentage Contribution to Common Expenses and Percentage Interest in Common Elements by Unit and Level Number</b>
Level 1	Unit 1	6.87112%
Level 1	Unit 2	6.87112%
Level 1	Unit 3	5.43776%
Level 1	Unit 4	5.05000%
Level 1	Unit 5	5.43776%
Level 1	Unit 6	5.05000%
Level 1	Unit 7	6.87112%
Level 1	Unit 8	6.87112%
Level 1	Unit 9	5.43776%
Level 1	Unit 10	5.05000%
Level 1	Unit 11	4.39300%
Level 1	Unit 12	4.85240%
Level 1	Unit 13	4.85240%
Level 1	Unit 14	4.39300%
Level 1	Unit 15	4.39300%
Level 1	Unit 16	3.45210%
Level 1	Unit 17	3.45210%
Level 1	Unit 18	4.39300%
Level 1	Unit 19	0.00004%
Level 1	Unit 20	0.00004%
Level 1	Unit 21	0.00004%
Level 1	Unit 22	6.87112%
		<hr/> 100.00000%

## SCHEDULE "E"

### SPECIFICATION OF COMMON EXPENSES

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

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement;
- (b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
  - (i) insurance premiums;
  - (ii) water and sewage respecting the Resort Units and Common Elements;
  - (iii) electricity respecting the Resort Units and Common Elements;
  - (iv) maintenance materials, tools and supplies;
  - (v) snow removal and landscaping ;
  - (vi) fuel, including gas and oil for the Resort Units and Common Elements;
  - (vii) multimedia services, including satellite television and telephone;
  - (viii) potable water supply service from the Water Treatment Facilities and the operation and service supplied from the Water Treatment Facilities;
  - (ix) amenities;
  - (x) noise attenuation fences and all perimeter fences separating the Condominium from abutting lands;
  - (xi) the Shared Facilities and the Armishaw Sports Club Unit; and
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- (d) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- (f) the cost of furnishings and equipment for use in and about the Resort Units and Common Elements including the repair, maintenance or replacement thereof;
- (g) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- (h) the fees and disbursements of the Insurance Trustee, if appointed, and of obtaining insurance appraisals;
- (i) the cost of maintaining fidelity bonds as provided by the By-laws;
- (j) all sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation; and



- (k) property municipal (realty) taxes for all Resort Units and a proportionate share of any such taxes for the Shared Facilities and/or the Armishaw Sports Club Unit, if applicable.

**SCHEDULE "F"**

**EXCLUSIVE USE OF THE COMMON ELEMENTS**

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

- a) The owners of Units are entitled to the exclusive use and possession of the terrace area designated on Part 2, Sheet 1 of the Description containing the number of said unit with the prefix "T".
- b) The owners of Units are entitled to the exclusive use and possession of the parking areas designated on Part 2, Sheet 1 of the Description containing the number of said Unit with the prefix "P".
- c) The owners of Units 12 and 13 shall have the exclusive use to a balcony to which said Units provide direct and sole access.

The assignment of the Exclusive Use of the Common Elements is as follows:

UNIT	T	P
1	1	1A
		1B
2	2	2A
		2B
3	3	3A
		3B
4	4	4A
		4B
5	5	5A
		5B
6	6	6A
		6B
7	7	7A
		7B
8	8	8A
		8B
9	9	9A
		9B
10	10	10A
		10B
11	11	
12	12	
13	13	
14	14	
15	15	
16	16	
17	17	
18	18	
22	19	11A
		11B

Note: Notwithstanding the foregoing, any fixture, outlet, sign, apparatus or structure located within the limit of the Exclusive Use Portions of the Common Elements shall not form part thereof.

**SCHEDULE "G"**

**CERTIFICATE OF ARCHITECT OR ENGINEER  
(SCHEDULE G TO DECLARATION FOR A  
STANDARD OR LEASE HOLD CONDOMINIUM CORPORATION)**

(under clause 8(1)(e) of the *Condominium Act, 1998*)

I certify that:

*[Strike out whichever is not applicable:]*

Each building on the property

OR

~~*(in the case of an amendment to the declaration creating a phase:  
Each building on the land included in the phase)*~~

has been constructed in accordance with the regulations made under the *Condominium Act, 1998* with respect to the following matters:

*(Check whichever boxes are applicable)*

1.  The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2.  Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3.  Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4.  All underground garages have walls and floor assemblies in place.

OR

- There are no underground garages.
5.  All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

- There are no elevating devices as defined in the *Elevating Devices Act* except for elevating devices contained wholly in a unit and designed for use only within the unit.
6.  All installations with respect to the provision of water and sewage services are in place.
7.  All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8.  All installations with respect to the provision of air conditioning are in place.

OR

- There are no installations with respect to the provision of air conditioning.
- 9.  All installations with respect to the provision of electricity are in place.
- 10.  All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

- There are no indoor or outdoor swimming pools.
- 11.  Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this 10 day of August, 2007.

**RICHARD WENGLER ARCHITECT INC.**



Name: Stephen Carter  
Title: Architect

**SCHEDULE "N"**

**LIST OF CABINS/COTTAGES OCCUPANCY WEEKS**

**GOLF SEASON**

<u>Fractional Interest Identification Number</u>	<u>Golf Season Fixed Occupancy Weeks</u>
A	19, 27, 35
B	23, 34, 39
C	20, 28, 36
D	24, 29, 40
E	21, 30, 37
F	25, 31, 41
G	22, 32, 38
H	26, 33, 42

**NON-GOLF SEASON**

<u>Time Slot(s)</u>	<u>Rotating Non-Golf Season Occupancy Weeks*</u>
1	2, 10, 43
2	6, 15, 48, 52
3	3, 11, 44
4	7, 16, 49
5	4, 12, 45, 53
6	8, 17, 50
7	5, 13, 46
8	1, 9, 18, 51

\* Sequentially rotate each year

i.e. Fraction A has time Slot 1 in 2006 and Time Slot 2 in 2007 etc.,  
Fraction B has Time Slot 2 in 2006 and Time Slot 3 in 2007 etc.,  
Fraction C has Time Slot 3 in 2006 and Time Slot 4 in 2007 etc.,  
Fraction D has Time Slot 4 in 2006 and Time Slot 5 in 2007 etc.,  
Fraction E has Time Slot 5 in 2006 and Time Slot 6 in 2007 etc.,  
Fraction F has Time Slot 6 in 2006 and Time Slot 7 in 2007 etc.,  
Fraction G has Time Slot 7 in 2006 and Time Slot 8 in 2007 etc.,  
Fraction H has Time Slot 8 in 2006 and Time Slot 1 in 2007 etc.,

## SCHEDULE "O"

### LIST OF VILLAS OCCUPANCY WEEKS

#### GOLF SEASON WEEKS

<u>Fractional Interest Identification Number</u>	<u>Golf Season Fixed Occupancy Weeks</u>
A	21, 27
B	26, 36
C	22, 29
D	28, 37
E	23, 31
F	30, 38
G	24, 33
H	32, 39
I	25, 35
J	34, 40

#### NON-GOLF SEASON

<u>Time Slot(s)</u>	<u>Rotating Non-Golf Season Occupancy Weeks *</u>
1	10, 41, 52
2	5, 16, 47
3	1, 11, 42
4	6, 17, 48
5	2, 12, 43
6	7, 18, 49
7	3, 13, 44
8	8, 19, 50
9	4, 14, 45, 53
10	9, 20, 51

\* Sequentially rotate in each year

i.e. Fraction A has time Slot 1 in 2006 and Time Slot 2 in 2007 etc.,  
Fraction B has Time Slot 2 in 2006 and Time Slot 3 in 2007 etc.,  
Fraction C has Time Slot 3 in 2006 and Time Slot 4 in 2007 etc.,  
Fraction D has Time Slot 4 in 2006 and Time Slot 5 in 2007 etc.,  
Fraction E has Time Slot 5 in 2006 and Time Slot 6 in 2007 etc.,  
Fraction F has Time Slot 6 in 2006 and Time Slot 7 in 2007 etc.,  
Fraction G has Time Slot 7 in 2006 and Time Slot 8 in 2007 etc.,  
Fraction H has Time Slot 8 in 2006 and Time Slot 9 in 2007 etc.,  
Fraction I has Time Slot 9 in 2006 and Time Slot 10 in 2007 etc.,  
Fraction J has Time Slot 10 in 2006 and Time Slot 1 in 2007 etc.,

**Lakeside at Rocky Crest  
Schedule P  
Fractional Interests**

Level	Resort Unit Number	Fractional Interest Identification Number	Fractional Interest in Resort unit
Level 1	Unit 1	A	0.85889%
		B	0.85889%
		C	0.85889%
		D	0.85889%
		E	0.85889%
		F	0.85889%
		G	0.85889%
		H	0.85889%
Level 1	Unit 2	A	0.85889%
		B	0.85889%
		C	0.85889%
		D	0.85889%
		E	0.85889%
		F	0.85889%
		G	0.85889%
		H	0.85889%
Level 1	Unit 3	A	0.67972%
		B	0.67972%
		C	0.67972%
		D	0.67972%
		E	0.67972%
		F	0.67972%
		G	0.67972%
		H	0.67972%
Level 1	Unit 4	A	0.63125%
		B	0.63125%
		C	0.63125%
		D	0.63125%
		E	0.63125%
		F	0.63125%
		G	0.63125%
		H	0.63125%
Level 1	Unit 5	A	0.67972%
		B	0.67972%
		C	0.67972%
		D	0.67972%
		E	0.67972%
		F	0.67972%
		G	0.67972%
		H	0.67972%
Level 1	Unit 6	A	0.63125%
		B	0.63125%
		C	0.63125%
		D	0.63125%
		E	0.63125%
		F	0.63125%
		G	0.63125%
		H	0.63125%
Level 1	Unit 7	A	0.85889%
		B	0.85889%
		C	0.85889%
		D	0.85889%
		E	0.85889%
		F	0.85889%
		G	0.85889%
		H	0.85889%
Level 1	Unit 8	A	0.85889%
		B	0.85889%
		C	0.85889%
		D	0.85889%
		E	0.85889%
		F	0.85889%
		G	0.85889%
		H	0.85889%

Lakeside at Rocky Crest

Schedule P

Fractional Interests

Level	Resort Unit Number	Fractional Interest Identification Number	Fractional Interest in Resort unit
Level 1	Unit 9	A	0.67972%
		B	0.67972%
		C	0.67972%
		D	0.67972%
		E	0.67972%
		F	0.67972%
		G	0.67972%
		H	0.67972%
Level 1	Unit 10	A	0.63125%
		B	0.63125%
		C	0.63125%
		D	0.63125%
		E	0.63125%
		F	0.63125%
		G	0.63125%
		H	0.63125%
Level 1	Unit 11	A	0.43930%
		B	0.43930%
		C	0.43930%
		D	0.43930%
		E	0.43930%
		F	0.43930%
		G	0.43930%
		H	0.43930%
		I	0.43930%
		J	0.43930%
Level 1	Unit 12	A	0.48524%
		B	0.48524%
		C	0.48524%
		D	0.48524%
		E	0.48524%
		F	0.48524%
		G	0.48524%
		H	0.48524%
		I	0.48524%
		J	0.48524%
Level 1	Unit 13	A	0.48524%
		B	0.48524%
		C	0.48524%
		D	0.48524%
		E	0.48524%
		F	0.48524%
		G	0.48524%
		H	0.48524%
		I	0.48524%
		J	0.48524%
Level 1	Unit 14	A	0.43930%
		B	0.43930%
		C	0.43930%
		D	0.43930%
		E	0.43930%
		F	0.43930%
		G	0.43930%
		H	0.43930%
		I	0.43930%
		J	0.43930%



**Lakeside at Rocky Crest  
Schedule P  
Fractional Interests**

Level	Resort Unit Number	Fractional Interest Identification Number	Fractional Interest in Resort unit
Level 1	Unit 15	A	0.43930%
		B	0.43930%
		C	0.43930%
		D	0.43930%
		E	0.43930%
		F	0.43930%
		G	0.43930%
		H	0.43930%
		I	0.43930%
		J	0.43930%
Level 1	Unit 16	A	0.34521%
		B	0.34521%
		C	0.34521%
		D	0.34521%
		E	0.34521%
		F	0.34521%
		G	0.34521%
		H	0.34521%
		I	0.34521%
		J	0.34521%
Level 1	Unit 17	A	0.34521%
		B	0.34521%
		C	0.34521%
		D	0.34521%
		E	0.34521%
		F	0.34521%
		G	0.34521%
		H	0.34521%
		I	0.34521%
		J	0.34521%
Level 1	Unit 18	A	0.43930%
		B	0.43930%
		C	0.43930%
		D	0.43930%
		E	0.43930%
		F	0.43930%
		G	0.43930%
		H	0.43930%
		I	0.43930%
		J	0.43930%
Level 1	Unit 22	A	0.85889%
		B	0.85889%
		C	0.85889%
		D	0.85889%
		E	0.85889%
		F	0.85889%
		G	0.85889%
		H	0.85889%

