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**BY-LAW NO. 3**

A by-law relating generally to the  
organization and the transaction of the  
affairs of

**WALNUT GROVE ESTATES COMMUNITY ASSOCIATION**

# WALNUT GROVE ESTATES COMMUNITY ASSOCIATION

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# WALNUT GROVE ESTATES COMMUNITY ASSOCIATION

## BY-LAW NO. 3.0

BE IT ENACTED as By-Law No. 3.0 of Walnut Grove Estates Community Association (hereinafter referred to as the “Corporation”) as follows:

### RECITALS

1. The Corporation is comprised of 135 Units described in Schedule “A” and the Common Areas described in Schedule “B”.
2. Each Unit Owner is a Member of the Corporation and, in addition to his or her Unit, owns a 1/135<sup>th</sup> indivisible interest in the Common Areas.
3. All Owners of the Units shall be members of the Corporation, provided that where a Unit is owned jointly by two or more persons, such persons shall be treated as one membership for the purpose of all voting requirements so that there shall be only one vote per Unit.
4. The objectives and duties of the Corporation are generally to control and manage the Common Areas, and otherwise to enforce the Corporation’s By-laws and Rules.

### DEFINITIONS

**Board of Directors** is the body consisting of elected or appointed Members whose duty is to carry out the affairs of the Corporation as approved by the Members.

**Common Dues** is the amount collected from each Unit Owner to cover all expenses incurred by the Corporation to fulfill its objects and duties described in this By-law, including the expenses described in Article XII.

**Common Areas** are the properties described in Schedule “B” to this By-law.

**Corporation** is the Walnut Grove Estates Community Association representing the interests of the Owners.

**Director** is a Member elected by other Members for a term or appointed by the Board of Directors, to carry out the business of the Corporation.

**Member** or **Members** refers to the members of the Corporation, who are, by definition, Owners of Units.

**Officer** is a Director who is elected by the Board of Directors to hold an office of the Corporation as defined in Article IV.

**Ordinary Resolution** is an ordinary resolution passed in accordance with *Ontario Not-for Profit Corporations Act, 2010*, (ONCA) as amended from time to time.

**Owner** or **Owners** is the Registered Owner or Owners of any one of the Units and the Owners of all of the Units, as the context may require, and their successors and assigns.

**Reserve Fund** is a fund of money created and maintained to cover costs of planned maintenance, repairs and replacement of common elements as outlined by a Reserve Fund Study

## ARTICLE I REPEAL OF BY-LAWS

By-Law No. 1 is hereby repealed and is therefore no longer in force and effect.  
By-Law No. 2 is hereby repealed and is therefore not longer in force and effect.  
By-Law No. 2.1 is hereby repealed and is therefore no longer in force and effect.

## ARTICLE II GENERAL

1. **Head Office** The head office of the Corporation shall be at 136 Ellesmeer Avenue in the City of Kingston in the Province of Ontario, or at such other place in the Province of Ontario as the Board may from time to time by resolution determine.
2. **Corporate Seal** The corporate seal of the Corporation shall be such as the Board may by resolution from time to time adopt and shall be stored in the filing cabinet in the head office of the Corporation, 136 Ellesmeer Ave.
3. **Fiscal Year** The fiscal year of the Corporation shall end on the 31<sup>st</sup> day of December in each year. However, the Board may by resolution from time to time change the financial year end of the Corporation.

## ARTICLE III DIRECTORS

1. **Number and Qualification of Directors**
  - a. The property, assets, business, and affairs of the Corporation shall be managed by the Board of Directors.
  - b. The Board of Directors shall be comprised of seven (7) Directors.

- c. The Directors shall be individuals, eighteen (18) or more years of age, and at the time of their election and throughout the term of office, be members of the Corporation. In case of the co-ownership of a Unit, only one Member representing such Unit may be a Director. ONCA 2010, c. 15, s. 23.

2. **Election and Term**

The Directors shall each be elected for a term of two (2) years. A Director's term shall expire at the Annual Meeting of the relevant year. A Director can run for as many terms as they wish providing there is an election at least every four (4) years. ONCA 2010, c. 15,s.24(1)

It is necessary to get in writing a Director's consent to serve. Consent to serve forms must include the Director's name, address, date started and the name of the Corporation. The Code of Conduct serves as a consent form. New Directors must sign the Code of Conduct. It is only necessary to re-sign the form if there is a break in the Director's term. ONCA 2010, c. 15, s. 23.

3. **Quorum**

A quorum for the transaction of business shall be four (4) in the case of a seven (7) Director Board.

4. **Vacation of Office** The office of a Director shall be vacated upon the occurrence of any of the following events:

- a. if a receiving order is made against the Director or if the Director makes an assignment under the *Bankruptcy and Insolvency Act*;
- b. if an order is made declaring the Director to be a mentally incompetent person or incapable of managing that Director's own affairs;
- c. on death;
- d. if by notice in writing in accordance with ONCA 2010, c.15, s.27(1);
- e. if the Director ceases to be a Member of the Corporation;
- f. if the Board reasonably determines, based upon the evidence that the Board may require, that the Director is no longer willing or able to perform the functions of a director.

5. **Vacancies** A vacancy on the Board of Directors, no matter how caused, may be filled by appointment by the remaining Directors in office so long as a quorum of Directors is in office at the time. Such vacancy may also be filled at the next Annual Meeting of Members. Any Director appointed to fill any vacancy shall hold office until the next Annual Meeting. In accordance with ONCA 2010, c.15, s28.

6. **Removal of Directors** The Board does not have the power to remove a Director. A Special Members meeting is required to remove a Director. The Members of the Corporation may by

resolution passed by at least 51% of the votes cast at an Annual meeting duly called for the purpose, remove any Director before the expiration of the Director's term of office and may by a majority of the votes cast at such a meeting elect a Member to serve as Director for the remainder of the removed Director's term. ONCA 2010, c. 15, s26.

7. **Remuneration of Directors** The Directors of the Corporation shall serve without remuneration and no Director shall directly or indirectly receive any profit as a result of holding the position of Director; however, a Director may be reimbursed for reasonable expenses incurred in the performance of the Director's duties.

8. **Meetings of the Board of Directors** Meetings of the Board may be held at the head office of the Corporation or at any place within Ontario. A meeting of the Board may be convened by the Chair of the Board or by any two Directors at any time provided that fifteen (15) days notice of such meeting shall be sent in writing to each Director. Any Director may at any time waive notice of any such meeting. The first meeting of the new Board of Directors shall be held immediately following the Annual Meeting for the purpose of electing the officers for the coming year. The Board shall meet regularly at places and times determined by the Board.

9. **Resolutions** A resolution, signed by all the directors entitled to vote on that resolution at a meeting of Directors or of a committee of Directors is as valid as if it had been passed at a meeting of Directors or of a committee of Directors. ONCA 2010, c. 15, s.35 (1)

10. **Voting** All questions arising at any meeting of the Board shall be decided by a majority of votes cast. A Director shall withdraw from voting on any issue in which there is a perceived conflict of interest for that Director. ONCA 2010, c. 15, s41(1-11)

11. **Meetings By Telephonic or Electronic means** If all of the Directors of the Corporation consent thereto generally or in respect of a particular meeting, a Director may participate in a meeting of the Board by means of such conference, telephonic or other electronic means as permit all persons participating in the meeting to hear each other. Any such consent shall be effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the Board. A Director participating in a meeting by such means is deemed to be present at the meeting. ONCA 2010, c.15, s.34(6)

12. **Committees** The Board may from time to time establish such committees as it deems necessary to assist Directors in carrying on the affairs of the Corporation and shall prescribe the duties of any such committees. All such committees will report to the Board monthly and may not commit the Corporation without approval by the Board. The Directors may appoint from their numbers, a managing director or a committee of directors and may delegate any of the powers of the directors to the managing director or the committee with the exception of the powers as specified in ONCA 2010. c. 36(1,2) "Limitations"  
The Board shall establish a Nominating Committee to recommend the required number of nominees to fill vacancies. This committee shall be established no later than 30 days before every Annual Meeting of Members and shall consist of three Members, with one Member being a



former director of the Corporation. Upon election of the new Directors, the Committee shall be immediately dissolved.

Also, the reference to managing director does not mean the Property Manager.

**ARTICLE IV OFFICERS**

1. **Officers**

- a) The Board shall from amongst its members elect three (3) officers as follows:
  - a. Chair;
  - b. Treasurer; and
  - c. Secretary.

An officer can hold more than one office. If the same person holds the offices of Secretary and Treasurer, that officer shall be known as the Secretary-Treasurer. The Board may appoint such other officers and agents as it shall deem necessary which will have authority and perform duties as may from time to time be prescribed by the Board. Such additional officers may or may not be directors.

- b) Each officer appointed by the Board shall hold office for a one (1) year term and thereafter until a successor is appointed. The remuneration of officers appointed by the Board (not including remuneration for the performance of the functions of a director) shall be determined by the Board from time to time. The Board may remove any officer of the Corporation at any time in its absolute discretion.

2. **Chair** The Chair shall be responsible for the co-ordination of all affairs of the Corporation. In the absence of the Chair, the duties of the Chair may be exercised by the Secretary or such other Director as the Board may from time to time appoint for the purpose. In addition to any other authority or duties confirmed by direction of the Board, the Chair shall exercise general and active supervision over:

- a. the overall administration of the affairs of the Corporation including external liaison and public relations;
- b. control and accuracy of all inventories of the Corporation;
- c. ensuring that an up-to-date statement of duties exists for all directors and employees of the Corporation;
- d. calling of meetings;
- e. scrutiny and reporting of unpaid accounts;
- f. the preparation of the annual budget for the Corporation showing expected revenues and expenditures;
- g. the safekeeping and good state of repair of all physical properties of the Corporation;

- h. all meetings of the Board and of the members of the Corporation, and the Chair or designate shall act as the Chair of all such meetings;
3. **Secretary** The duties of the Secretary shall include the following:
- a. maintain a register of all members of the Corporation which includes the name and address of all Unit Owners;
  - b. prepare an agenda for all Board meetings and meetings of members;
  - c. record the minutes of all meetings of the Board and meetings of members;
  - d. maintain all minute books for the Corporation.
  - e. conduct all correspondence for the Corporation;
  - f. perform such other duties as are assigned by the Board.
4. **Treasurer** The duties of the Treasurer shall include the following:
- a. keep full and accurate accounts of all receipts and disbursements of the Corporation in proper books of accounts;
  - d. assist in the preparation of the annual budget;
  - e. monitor financial results and compare actual results to the budget;
  - f. interpret financial statements and advise the Board on the financial condition of the Corporation;
  - g. ensure that the Board is aware of the financial implications of any Board decisions;
  - b. prepare and distribute accounts, accept payments, and issue receipts;
  - c. assume care and custody of all funds and securities of the Corporation and deposit same in the name of the Corporation in such financial institution as the Board may direct;
  - i. if the Corporation does not have a Secretary, perform the duties of Secretary, as set out above in paragraph 3;
  - j. perform such other duties as may be assigned by the Board.
5. **Vacancies** Should any office become vacant for any reason, the directors may elect or appoint an officer to fill such a vacancy.
6. **Property Manager** The Board may contract with a professional property manager to perform the following duties at a compensation to be determined by the Board:
- a. perform day-to-day management of the Corporation's affairs;
  - b. attend at the Board meetings and the meetings of members;
  - c. supervise employees of the Corporation;
  - d. ensure proper care of the Common Areas;
  - e. perform such other duties as may be assigned by the Board.

The Property Manager, acting as the Corporation's agent, may employ and dismiss personnel for the purpose of maintaining and operating the Common Areas. The Property

Manager may also be required, at the option of the Board, to perform some or all the Officers' duties set out above. ONCA 2010, c15, s23, (2)

## ARTICLE V MEMBERS

1. **Qualification** Members of the Corporation shall be restricted to the registered owners of Units.
2. **Termination of Membership** The membership of any Member shall be automatically terminated if the Member sells his or her interest in a Unit. The purchaser automatically assumes all of the duties and obligations of membership in the Corporation.

## ARTICLE VI PROTECTION OF DIRECTORS AND OFFICERS

1. **Limitation of Liability** No Director or officer of the Corporation shall be liable for the acts, receipts, neglects or defaults of any other Director or officer or employee.
2. **Indemnity** Every Director and officer of the Corporation and the heirs, executors and administrators and estate and effects, respectively, shall from time to time and at all times be indemnified and saved harmless by the Corporation from and against:
  - a. all costs, charges, and expenses whatsoever that such Director or officer sustains or incurs in or about any action, suit or proceeding that is brought, commenced, or prosecuted against the Director or officer for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by the Director or Officer in or about the execution of the duties of the office; and
  - b. all other costs, charges, and expenses that such Director or Officer sustains or incurs in or about or in relation to the affairs of the Corporation; except such costs, charges or expenses as are occasioned by the Director's or officer's own dishonesty or bad faith.  
ONCA 2010, c15, s 46 (1-5)
3. **Directors' and Officers' Liability Insurance** The Corporation shall obtain and maintain Directors' and Officers' Liability Insurance as follows:
  - a. The policy shall provide for coverage on a full claims-made basis, (covering any claims made during the term of the policy arising out of any "wrongful act" of a Director or Officer on or after the date of incorporation). The policy shall provide insurance protection for the actions of all past and present Directors and Officers of the Corporation.

- b. The policy shall provide coverage on identical terms to all past and present Directors and Officers of the Corporation and they all shall be insured under the policy. Without limiting the generality of the foregoing, the policy shall contain no exclusions which apply only to certain past or present Directors and Officers of the Corporation.  
ONCA 2010, c15, s46(6)
- c. The Corporation shall be an insured under the policy, and the coverage shall extend to any claims under the policy for which the Corporation may be required to afford indemnity under the provisions of the Corporation's By-Laws.

## **ARTICLE VII MEETINGS OF MEMBERS**

1. **Annual Meeting** The Annual Meeting of the members shall be called not later than 15 months after holding the preceding annual meeting and shall be held at such place and at such time as the Board may by resolution determine. At every Annual Meeting, in addition to any other business that may be transacted, the budget, the annual report, the annual financial statements and the auditor's report shall be presented and directors shall be elected as required. ONCA 2010, c. 15, s. 52(1)
2. **General Meetings** Other meetings of the members, known as "General Meetings" may be convened by the Secretary of the Board at any time, date or place as determined by the Board by resolution. In addition, the Secretary shall call a General Meeting of the members upon receipt of a written requisition to do so of not less than 15% of the Members entitled to vote at such meeting.
3. **Notice** Notice of a meeting shall include the Agenda, the date, time and place of each meeting of members. The Notice shall be given to each Member in the manner hereinafter described, not less than 10 days and not more than 50 days before the meeting is to be held. ONCA 2010,c. 15, s.55(1).
4. **Proxies** At any meeting of members, a proxy duly and sufficiently appointed by a voting Member shall be entitled, subject to any restrictions expressed in the instrument appointing such proxy, to exercise the same voting rights that the Member appointing him or her would be entitled to exercise if present at the meeting. An Instrument appointing a proxy shall be in writing under the hand of the appointer or his or her attorney. This can be offered by mail or by telephonic or electronic means. ONCA 2010, c15, s63, 64, 66,67.
5. **Voting**
  - a. Every question submitted to any meeting of members shall be decided by a majority of votes. Any Member may require that voting and any business be by poll or by ballot. All voting shall be on the basis of one vote per Unit. When two or more members entitled to vote with respect to one Unit disagree on their vote, the vote in respect of that Unit shall not be counted. ONCA 2010, c15, s58, 67.

- b. At any meeting, unless a poll or ballot is demanded, a declaration by the Chair that a resolution has been carried by a particular majority or carried unanimously or not carried shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the motion.
  - c. If a Member is in default in the payment of his or her share of the Common Dues, that Member is not entitled to vote at any meeting of members.
  - d. A vote on any issue cannot take place unless on the Agenda for that meeting.
5. **Quorum** A quorum for the transaction of business at any meeting of members shall be Members representing at least 35 of the Units of Walnut Grove Community Estates.
6. **Persons Entitled to be Present** The persons entitled to be present at a meeting of members shall be the directors, those members in good standing, and others who, although not entitled to vote, are entitled or required to be present at the meeting. Any other person may be admitted only on the invitation of the Chair of the meeting or with the consent of the meeting.
7. **Adjournment** At a meeting of members, the Chair may, with the consent of the meeting and subject to such conditions as the meeting may decide, adjourn the meeting from time to time and from place to place. ONCA 2010, c.15, s.55(5) Notice of continuation of adjourned meeting 2010, c. 15, s.55(6)

## **ARTICLE VIII NOTICES**

1. **Method of Giving Notice** Any notice shall be sufficiently given if delivered either personally or by sending it by mail in a prepaid envelope addressed to such Member or Director or Officer, if delivered to that person's last address as recorded in the books of the Corporation, or if mailed by prepaid ordinary mail addressed to the person at the last address recorded in the books of the Corporation, or if sent to the person by any means of electronic transmittal to a current electronic address or fax number for the Member, recorded in the Corporation's records. Any notice so delivered shall be deemed to have been given when it is delivered personally at the address aforesaid, or if mailed shall be deemed to have been received five (5) days after it was deposited in a post office or public letter box; or if sent by electronic transmittal shall be deemed to have been given when transmitted. ONCA 2010, c. 15, s.55(1), 196.
2. **Computation of Time** In computing the date when notice must be given under any provision requiring a specified number of days notice of any meeting or other event, the date of giving the notice shall be excluded and the date of the meeting or other event shall be included.
3. **Omissions and Errors** The accidental omission to give any notice to any Member, Director or Officer or the non-receipt of any notice by any Member, Director or Officer, or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

4. **Waiver of Notice** Any Member, Director or Officer may waive any notice required to be given to that person and such waiver whether given before or after the meeting or other event for which notice is required to be given, shall cure any default in giving such notice. ONCA 2010, c. 15, s. 55(3)

## ARTICLE IX EXECUTION OF DOCUMENTS

1. **Execution of Documents** Contracts, documents or any instruments in writing requiring the signature of the Corporation, shall be signed by the Chair (or designate) and any other director, and all contracts, documents and instruments in writing so signed shall be binding upon the Corporation without any further authorization or formality. However, the Board may from time to time by resolution direct the manner in which any particular document or class of documents may be executed by the Corporation.
2. **Banking Arrangements** The banking business of the Corporation shall be transacted with such financial institutions as may from time to time be designated by resolution of the Board. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of powers as the Board may from time to time prescribe or authorize. ONCA 2010, c.15, s.17 (1) and 2017, c. 20, Sched. 8, s.11

## ARTICLE X UNITS AND COMMON AREAS

1. **Common Areas** Each Member shall be entitled to make reasonable use of the Common Areas, subject to this By-law.
2. **Membership is Together with Ownership** Each Owner's interest in his or her Unit shall not be separated from that Owner's membership in the Corporation. In the event that an Owner sells his or her Unit, the Owner's membership in the Corporation shall be transferred to the new Owner of the Unit on closing of the purchase transaction.

## ARTICLE XI MANAGEMENT OF THE COMMON AREAS

1. **Duties and Authority of the Corporation** The Corporation shall operate, manage and administer the Common Areas and shall manage and administer all matters of common interest to the Members.

Without limiting the generality of the foregoing, the Corporation shall have the following duties and powers:

- a. to maintain and repair the Common Areas;

- b. to obtain and maintain property insurance for the Common Areas, on terms decided by the Board;
  - c. to obtain and maintain liability insurance for the Corporation, on terms decided by the Board;
  - d. to obtain and maintain insurance coverage as required by Article VI;
  - e. to prepare an annual budget of estimated income and expenditures for the Common Areas described in Article XII. Expenses paid by the Board shall be restricted to those expenses expressly included in the approved annual budget;
  - f. to collect Common Dues payable by the Members under Article XII;
  - g. to ensure that the Corporation's annual financial statements are reviewed by auditors at the end of every fiscal year of the Corporation in accordance with Part VII of ONCA;
  - h. to call meetings of the Members in accordance with this By-law;
  - i. to effect alterations and/or additions to the Common Areas, in accordance with and subject to the terms set out herein;
  - j. to take such steps as may be determined by the Board to enforce the terms of the By-laws of the Corporation;
  - k. to maintain and revise Policy and Procedures and recommend revisions to the Rules and Regulations as described in Article XVIII;
  - l. to establish a reserve fund in accordance with Article XII and to invest monies held in the reserve fund, in accordance with the *Trustee Act*, R.S.O. 1990, c. T.23, and otherwise as decided by the Board;
  - m. otherwise to fulfill all duties of the Corporation set out in ONCA, 2010 last amended October 19, 2021 and the Corporation's Letters Patent, By-laws and Rules.
2. **Duties of Members** Each Member shall:
- a. pay Common Dues in accordance with Article XII;
  - b. indemnify the Corporation and all other Members in accordance with Article XV;
  - c. not carry out any activity or allow any condition to exist which may cause harm to the Corporation and/or the Common Areas or which may unreasonably disturb or annoy the other Members;

- d. otherwise use the Common Areas in a reasonable manner and only for the purposes reasonably determined by the Corporation from time to time;
- e. include in any lease or tenancy agreement entered into with respect to his or her Unit a provision requiring the tenant or tenants to be bound by the terms of this By-Law and the Corporation's Rules. All such leases or tenancy agreements shall be deemed to contain such a provision;
- f. fully comply with all terms of this By-law and the Corporation's Rules.

## **ARTICLE XII COMMON DUES**

### **1. Common Dues**

The Common Dues to be collected by the Board of Directors shall be sufficient to cover, but not limited to, the following:

- a. the costs relating to the management, operation, maintenance, repair, replacement and addition to, or alteration of, the Common Areas;
- b. the costs of services, maintenance materials, tools and supplies for the Common Areas;
- c. the cost of grounds maintenance for the Common Areas;
- d. the cost of legal, accounting, management, and engineering services or other professional advice or services required by the Corporation;
- e. the cost of personnel required to operate, maintain, repair, replace and alter the Common Areas;
- f. all insurance costs of the Corporation;
- g. any amount spent by the Corporation to perform its duties and obligations or to enforce the terms of its By-laws or Rules;
- h. amounts added to the Common Dues of a specific Member by any provision of this Bylaw or the Corporation's Rules;
- i. contributions to a reserve fund for future repairs and maintenance (including replacement) of the Common Areas. This reserve shall constitute an asset of the Corporation. This fund (or a Member's share thereof) shall not be distributed on the sale of a Unit.



## 2. **Payment of Common Dues**

Each Member shall pay to the Corporation his or her Common Dues as are from time to time established by the Corporation. Prior to each fiscal year, the Board shall prepare a budget of projected costs for the year and shall provide a copy of the budget to each Member for approval at the General Meeting. Each Member's Common Dues shall include any amounts added to the Common Dues of that particular Member pursuant to the By-laws or Rules of the Corporation.

Common Dues shall be payable by a lump sum on the 1<sup>st</sup> of January of each year, or as determined by the Board, regardless of when the relevant expense may be incurred, and without any set-off or deduction.

Cheques on account of Common Dues shall be made payable to Walnut Grove Estates Community Association and delivered to the mail box at the Community Centre or mailed to 136 Ellesmeer Avenue, Kingston, ON K7P 3H6. Members are encouraged to sign up for EFT (Electronic Funds Transfer)

All payments received on account of Common Dues are to be held by the Corporation or its designated payment recipient, in trust, for the benefit of all Members from time to time and used to pay for expenses for which the Common Dues are collected.

Ref: ONCA 2010, c. 15, s. 86

## 3. **Change in Common Dues**

The amounts to be collected for Common Dues may from time to time be changed by the Board of Directors only by resolution subject to being approved by majority vote at a meeting of the members.

## 4. **Default**

If a Member does not pay his or her share of Common Dues when due, the amount in arrears shall bear interest in favour of the Corporation at a rate of interest which is the greater of:

- a. 15% per annum, calculated monthly; and
- b. a rate which is equal to five percent (5%) per annum above the prime lending rate of the Bank of Canada on the date of default (the "Default Interest Rate").

If the Member's failure to pay continues for a period of fifteen (15) days, the Corporation in addition to its remedies otherwise available at law, shall have the right to collect the arrears by lien action. Furthermore, the Corporation has a charge against each Unit as security for any unpaid amount of each Member's share of the common expenses with interest as described above, and together with all reasonable costs incurred by the Corporation on the collection or attempted collection of any arrears in the owner's share of the common expenses.

The amount of the arrears, interest and collection costs will have priority to the rights of any purchaser or mortgagee of an interest in the defaulting Member's Unit, whether the rights of the purchaser or mortgagee were created before or after the Common Dues payments became due, subject only to:

- (i) a claim of the Crown other than by way of a mortgage;
- (ii) a claim for taxes, charges, rates or assessments levied or recoverable under the Municipal Act, the Education Act, the Local Roads Boards Act, the Statute Labour Act, the Municipal Tax Sales Act, and the Local Improvement Act;

Ref: ONCA 2010, c. 15, s.91 (2)

#### 5. **Non-avoidance**

The obligations of a Member to pay Common Dues shall not be avoided by waiver of the right to use the Common Areas or by abandonment of the Unit(s) owned by the Member.

#### 6. **Direction to Tenant**

All Members who are in arrears in the payment of Common Dues and who have leased their Unit or any portion thereof to a tenant, agree that the Corporation shall be entitled to serve a notice upon the tenant requiring the tenant to pay all further rents due and becoming due to the Corporation until such time as the full amount of the arrears, together with interest and collection costs, have been paid in full.

All Members agree that any lease or tenancy agreement which they may enter into with respect to their Unit shall be deemed to contain a provision authorizing the tenant to pay rent to the Corporation in the event this notice is served upon the tenant.

### **ARTICLE XIII COMMON AREAS**

#### 1. **Use of Common Areas**

Except as herein otherwise provided, each Member shall have the right to the reasonable use and enjoyment of the Common Areas.

#### 2. **Changes to Common Areas**

The Corporation may, by ordinary resolution of the Members, make any changes to the Common Areas.

## **ARTICLE XIV SALE BY OWNER**

### **1. Notice to the Corporation**

When a Member enters into an agreement for the sale of his or her Unit, the Member shall immediately notify the Corporation of such sale, the name and address of the purchaser and the date set for the completion of the sale. Before completing the sale, the Member shall pay to the Corporation all Common Dues owing in connection with his or her interest in the Corporation and the Common Areas to the date of sale calculated by the Corporation on a per diem basis. Any amount left unpaid will be collectible from the purchaser in accordance with Article XII.

The Member shall execute all documents necessary to complete a transfer of his or her membership in the Corporation to the new Owner.

### **2. Purchasers' Status Certificate**

A Member, a prospective purchaser or a mortgagee or proposed mortgagee may request, in writing, a Status Certificate. Upon receipt of the request and payment of the Status Certificate fee established from time to time by the Corporation, the Corporation shall deliver a Status Certificate in the form described in Policy and Procedures. The Corporation shall deliver the Status Certificate within 10 days from its receipt of the request and the aforesaid fee.

## **ARTICLE XV INDEMNIFICATION**

Each Member shall indemnify and save harmless the Corporation and all other Members from and against any loss, costs, damage, injury or liability which any other Member or the Corporation may suffer or incur resulting from or caused by an act or omission of the Member, the Member's servants or agents, family, guests and tenants. For this purpose, an act or omission includes a breach of any of the By-laws or rules of the Corporation.

Any amounts owing by the Member to the Corporation by virtue of this provision shall be added to the Common Dues for the Unit and may be collected as such.

Ref: ONCA 2010 c.15, S 46.

## **ARTICLE XVI RECORDS OF THE CORPORATION**

Members are entitled to examine the records of the Corporation, at reasonable times and on reasonable written notice to the Corporation, with the exception of records which the Board reasonably determines to be confidential or privileged, including:

- a. any records relating to other Members; or
- b. any records relating to existing or potential lawsuits or insurance claims.  
ONCA 2010, c15, all of Part X(s92—102)

## ARTICLE XVII BY-LAWS

1. **Repeal, Passage or Amendment** All by-laws of the Corporation shall be passed, repealed or amended by by-law enacted by a majority of the Directors at a meeting of the Board of Directors and sanctioned by ordinary resolution vote affirmed by the majority of the Members at a meeting of members duly called for the purpose of considering such a by-law. A copy of any by-law to be sanctioned at an annual or general meeting of members shall be sent to every Member of the Corporation with the notice of such meeting. ONCA 2010, c15, s17 (1-6)

## ARTICLE XVIII RULES AND REGULATIONS

The Board may recommend changes to Rules and Regulations, or amend the Rules, of the Corporation respecting the use of the Units and the Common Areas to promote the safety, security and welfare of the Members and of the property (Units and Common Areas), as well as to prevent unreasonable interference with the use and enjoyment of the Common Areas and of other Units. The Rules shall be passed or amended by Ordinary Resolution at a meeting of Members which has been called for this purpose.

## ARTICLE XIX MISCELLANEOUS

1. **Invalidity** The invalidity of any part of this By-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
2. **Waiver** No restriction, condition, obligation or provision contained in this By-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
3. **Headings** The headings in the body of this By-law form no part thereof but shall be deemed to be inserted for convenience of reference only.

The foregoing by-law is hereby passed by the directors and confirmed by the members of Walnut Grove Estates Community Association Inc.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**WALNUT GROVE ESTATES COMMUNITY ASSOCIATION**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

We have authority to bind the Corporation.

**SCHEDULE "A"**  
**LEGAL DESCRIPTION OF UNITS**

	<b>Property Address</b>	<b>Legal Description</b>
1.	1166 Andersen Dr. Kingston K7P 3H8	Part Block 4, Plan 13M39, Part 1, 13R16672
2.	1168 Andersen Dr. Kingston K7P 3H8	Part Block 4, Plan 13M39, Part 1, 13R17323
3.	1170 Andersen Dr. Kingston K7P 3H8	Part Block 4, Plan 13M39, Part 2, 13R17323
4.	1174 Andersen Dr. Kingston K7P 3H8	Part Block 4, Plan 13M39, Part 4, 13R17323
5.	1176 Andersen Dr. Kingston K7P 3H8	Part Block 4, Plan 13M39, Part 5, 13R17323
6.	1172 Andersen Dr. Kingston K7P 3H8	Part Block 4, Plan 13M39, Part 3, 13R17323
7.	28 Ellesmeer Ave. Kingston K7P 3H8	Part Block 4, Plan 13M39, Parts 1 and 2, 13R17733
8.	29 Ellesmeer Ave. Kingston K7P 3J1	Part Block 6, Plan 13M39, Parts 1 and 2, 13R17779
9.	30 Ellesmeer Ave. Kingston K7P 3H8	Part Block 4, Plan 13M39, Part 3, 13R17733
10.	31 Ellesmeer Ave. Kingston K7P 3J1	Part Block 6, Plan 13M39, Parts 3 and 4, 13R17779
11.	33 Ellesmeer Ave. Kingston K7P 3J1	Part Block 6, Plan 13M39, Parts 5 and 6, 13R17779
12.	35 Ellesmeer Ave. Kingston K7P 3J1	Part Block 6, Plan 13M39, Part 7, 13R17779
13.	37 Ellesmeer Ave. Kingston K7P 3J1	Part Block 6, Plan 13M39, Parts 8 and 9, 13R17779
14.	39 Ellesmeer Ave. Kingston K7P 3J1	Part Block 6, Plan 13M39, Parts 10 and 11, 13R17779
15.	41 Ellesmeer Ave. Kingston K7P 3J1	Part Block 6, Plan 13M39, Part 12, 13R17779
16.	43 Ellesmeer Ave. Kingston K7P 3J1	Part Block 6, Plan 13M39, Parts 13 and 14, 13R17779
17.	45 Ellesmeer Ave. Kingston K7P 3J1	Part Block 6, Plan 13M39, Parts 1 and 2, 13R18035
18.	47 Ellesmeer Ave. Kingston K7P 3J1	Part Block 6, Plan 13M39, Part 3, 13R18035
19.	49 Ellesmeer Ave. Kingston K7P 3J1	Part Block 6, Plan 13M39, Parts 4 and 5, 13R18035
20.	51 Ellesmeer Ave. Kingston K7P 3H8	Part Block 6, Plan 13M39, Parts 6 and 7, 13R18035
21.	52 Ellesmeer Ave. Kingston K7P 3H8	Part Block 5, Plan 13M39, Part 1, 13R18334

22.	53 Ellesmeer Ave. Kingston K7P 3H8	Part Block 6, Plan 13M39, Part 8, 13R18035
23.	54 Ellesmeer Ave. Kingston K7P 3H8	Part Block 5, Plan 13M39, Part 2, 13R18334

	<b>Property Address</b>	<b>Legal Description</b>
24.	55 Ellesmeer Ave. Kingston K7P 3H8	Part Block 6, Plan 13M39, Part 9, 13R18035
25.	57 Ellesmeer Ave. Kingston K7P 3H8	Part Block 6, Plan 13M39, Parts 1 and 2, 13R18285
26.	58 Ellesmeer Ave. Kingston K7P 3H8	Part Block 7, Plan 13M39, Part 1, 13R18444
27.	59 Ellesmeer Ave. Kingston K7P 3H8	Part Block 6, Plan 13M39, Part 3, 13R18285
28.	60 Ellesmeer Ave. Kingston K7P 3H8	Part Block 7, Plan 13M39, Part 2, 13R18444
29.	61 Ellesmeer Ave. Kingston K7P 3H8	Part Block 6, Plan 13M39, Parts 4 and 5, 13R18285
30.	62 Ellesmeer Ave. Kingston K7P 3H8	Part Block 7, Plan 13M39, Parts 3 and 4, 13R18444
31.	63 Ellesmeer Ave. Kingston K7P 3H8	Part Block 6, Plan 13M39, Parts 6 and 7, 13R17850
32.	65 Ellesmeer Ave. Kingston K7P 3H8	Part Block 6, Plan 13M39, Part 8, 13R17850
33.	67 Ellesmeer Ave. Kingston K7P 3H8	Part Block 6, Plan 13M39, Part 9, 13R17850
34.	69 Ellesmeer Ave. Kingston K7P 3H8	Part Block 6, Plan 13M39, Part 10, 13R17850
35.	71 Ellesmeer Ave. Kingston K7P 3H8	Part Block 6, Plan 13M39, Part 11, 13R17850
36.	80 Ellesmeer Ave. Kingston K7P 3H9	Part Block 7, Plan 13M39, Part 5, 13R18444
37.	82 Ellesmeer Ave. Kingston K7P 3H9	Part Block 7, Plan 13M39, Part 6, 13R18444
38.	84 Ellesmeer Ave. Kingston K7P 3H9	Part Block 7, Plan 13M39, Parts 7 and 8, 13R18444
39.	86 Ellesmeer Ave. Kingston K7P 3H9	Part Block 7, Plan 13M39, Parts 9 and 10, 13R18444
40.	88 Ellesmeer Ave. Kingston K7P 3H9	Part Block 7, Plan 13M39, Part 11, 13R18444
41.	90 Ellesmeer Ave. Kingston K7P 3H9	Part Block 7, Plan 13M39, Part 12, 13R18444
42.	92 Ellesmeer Ave. Kingston K7P 3H9	Part Block 7, Plan 13M39, Part 13, 13R18444
43.	94 Ellesmeer Ave. Kingston K7P 3H9	Part Block 7, Plan 13M39, Part 14, 13R18444

44.	96 Ellesmeer Ave. Kingston K7P 3H9	Part Block 7, Plan 13M39, Part 15, 13R18444
45.	97 Ellesmeer Ave. Kingston K7P 3H9	Part Block 9, Plan 13M39, Part 1, 13R18967
46.	98 Ellesmeer Ave. Kingston K7P 3H9	Part Block 7, Plan 13M39, Part 16, 13R18444
47.	99 Ellesmeer Ave. Kingston K7P 3H9	Part Block 9, Plan 13M39, Part 2, 13R18967
48.	101 Ellesmeer Ave. Kingston K7P 3H9	Part Block 9, Plan 13M39, Parts 3 and 4, 13R18967
49.	103 Ellesmeer Ave. Kingston K7P 3H9	Part Block 9, Plan 13M39, Part 5, 13R18967

	<b>Property Address</b>	<b>Legal Description</b>
50.	105 Ellesmeer Ave. Kingston K7P 3H9	Part Block 9, Plan 13M39, Part 6, 13R18967
51.	107 Ellesmeer Ave. Kingston K7P 3H9	Part Block 9, Plan 13M39, Parts 7 and 8, 13R18967
52.	109 Ellesmeer Ave. Kingston K7P 3H9	Part Block 9, Plan 13M39, Parts 9 and 10, 13R18967
53.	111 Ellesmeer Ave. Kingston K7P 3H9	Part Block 9, Plan 13M39, Part 11, 13R18967
54.	113 Ellesmeer Ave. Kingston K7P 3H9	Part Block 9, Plan 13M39, Part 12, 13R18967
55.	115 Ellesmeer Ave. Kingston K7P 3H9	Part Block 9, Plan 13M39, Part 15, 13R17850
56.	117 Ellesmeer Ave. Kingston K7P 3H9	Part Block 9, Plan 13M39, Part 16, 13R17850
57.	118 Ellesmeer Ave. Kingston K7P 3H9	Part Block 8, Plan 13M39, Part 8, 13R19380
58.	119 Ellesmeer Ave. Kingston K7P 3H9	Part Block 9, Plan 13M39, Part 17, 13R17850
59.	785 MidPark Drive Kingston K7M 7G3	Part Block 8, Plan 13M39, Part 7, 13R19380
60.	121 Ellesmeer Ave. Kingston K7P 3H9	Part Block 9, Plan 13M39, Part 18, 13R17850
61.	122 Ellesmeer Ave. Kingston K7P 3H9	Part Block 8, Plan 13M39, Part 6, 13R19380
62.	123 Ellesmeer Ave. Kingston K7P 3H6	Part Block 9, Plan 13M39, Part 1, 13R19033
63.	124 Ellesmeer Ave. Kingston K7P 3H6	Part Block 8, Plan 13M39, Part 5, 13R19380
64.	125 Ellesmeer Ave. Kingston K7P 3H6	Part Block 9, Plan 13M39, Part 2, 13R19033
65.	126 Ellesmeer Ave. Kingston K7P 3H6	Part Block 8, Plan 13M39, Parts 3 and 4, 13R19380



66.	127 Ellesmeer Ave. Kingston K7P 3H6	Part Block 9, Plan 13M39, Parts 3 and 4, 13R19033
67.	128 Ellesmeer Ave. Kingston K7P 3H6	Part Block 8, Plan 13M39, Part 2, 13R19380
68.	129 Ellesmeer Ave. Kingston K7P 3H6	Part Block 9, Plan 13M39, Parts 3 and 4, 13R19170
69.	130 Ellesmeer Ave. Kingston K7P 3H6	Part Block 8, Plan 13M39, Part 1, 13R19380
70.	131 Ellesmeer Ave. Kingston K7P 3H6	Part Block 9, Plan 13M39, Part 2, 13R19170
71.	133 Ellesmeer Ave. Kingston K7P 3H6	Part Block 9, Plan 13M39, Part 1, 13R19170
72.	135 Ellesmeer Ave. Kingston K7P 3H6	Part Block 9, Plan 13M39, Parts 3 and 4, 13R19351
73.	137 Ellesmeer Ave. Kingston K7P 3H6	Part Block 9, Plan 13M39, Part 2, 13R19351
74.	139 Ellesmeer Ave. Kingston K7P 3H6	Part Block 9, Plan 13M39, Part 1, 13R19351
75.	141 Ellesmeer Ave. Kingston K7P 3H6	Part Block 1, Plan 13M39, Parts 7, 8 and 9, 13R17291

	<b>Property Address</b>	<b>Legal Description</b>
76.	143 Ellesmeer Ave. Kingston K7P 3H6	Part Block 1, Plan 13M39, Parts 5 and 6, 13R17291
77.	145 Ellesmeer Ave. Kingston K7P 3H6	Part Block 1, Plan 13M39, Part 4, 13R17291
78.	147 Ellesmeer Ave. Kingston K7P 3H6	Part Block 1, Plan 13M39, Part 3, 13R17291
79.	149 Ellesmeer Ave. Kingston K7P 3H6	Part Block 1, Plan 13M39, Part 2, 13R17291
80.	151 Ellesmeer Ave. Kingston K7P 3H6	Part Block 1, Plan 13M39, Part 1, 13R17291
81.	152 Ellesmeer Ave. Kingston K7P 3H6	Part Block 2, Plan 13M39, Parts 9, 10 and 11, 13R17296
82.	153 Ellesmeer Ave. Kingston K7P 3H6	Part Block 1, Plan 13M39, Part 4, 13R16957
83.	154 Ellesmeer Ave. Kingston K7P 3H6	Part Block 2, Plan 13M39, Part 8, 13R17296
84.	155 Ellesmeer Ave. Kingston K7P 3H6	Part Block 1, Plan 13M39, Part 3, 13R16957
85.	156 Ellesmeer Ave. Kingston K7P 3H6	Part Block 2, Plan 13M39, Parts 6 and 7, 13R17296
86.	157 Ellesmeer Ave. Kingston K7P 3H6	Part Block 1, Plan 13M39, Part 2, 13R16957
87.	158 Ellesmeer Ave. Kingston K7P 3H6	Part Block 2, Plan 13M39, Parts 4 and 5, 13R17296

88.	159 Ellesmeer Ave. Kingston K7P 3H6	Part Block 1, Plan 13M39, Part 1, 13R16957
89.	160 Ellesmeer Ave. Kingston K7P 3H6	Part Block 2, Plan 13M39, Part 3, 13R17296
90.	161 Ellesmeer Ave. Kingston K7P 3H6	Part Block 1, Plan 13M39, Part 4, 13R16929
91.	162 Ellesmeer Ave. Kingston K7P 3H6	Part Block 2, Plan 13M39, Parts 1 and 2, 13R17296
92.	163 Ellesmeer Ave. Kingston K7P 3H6	Part Block 1, Plan 13M39, Part 3, 13R16929
93.	164 Ellesmeer Ave. Kingston K7P 3H6	Part Block 2, Plan 13M39, Parts 4 and 5, 13R17100
94.	165 Ellesmeer Ave. Kingston K7P 3H6	Part Block 1, Plan 13M39, Part 2, 13R16929
95.	166 Ellesmeer Ave. Kingston K7P 3H6	Part Block 2, Plan 13M39, Part 3, 13R17100
96.	167 Ellesmeer Ave. Kingston K7P 3H6	Part Block 1, Plan 13M39, Part 1, 13R16929
97.	168 Ellesmeer Ave. Kingston K7P 3H6	Part Block 2, Plan 13M39, Parts 1 and 2, 13R17100
98.	122 Farmstead Court Kingston K7P 3H9	Part Block 8, Plan 13M39, Part 4, 13R19231
99.	124 Farmstead Court Kingston K7P 3H9	Part Block 8, Plan 13M39, Part 3, 13R19231
100.	126 Farmstead Court Kingston K7P 3H9	Part Block 8, Plan 13M39, Part 2, 13R19231
101.	128 Farmstead Court Kingston K7P 3H9	Part Block 8, Plan 13M39, Part 1, 13R19231
102.	129 Farmstead Court Kingston K7P 3H9	Part Block 8, Plan 13M39, Parts 34 and 35, 13R17850
103.	130 Farmstead Court Kingston K7P 3H9	Part Block 8, Plan 13M39, Part 27, 13R17850
104.	131 Farmstead Court Kingston K7P 3H9	Part Block 8, Plan 13M39, Parts 31, 32 and 33, 13R17850
105.	132 Farmstead Court Kingston K7P 3H9	Part Block 8, Plan 13M39, Part 28, 13R17390
106.	133 Farmstead Court Kingston K7P 3H9	Part Block 8, Plan 13M39, Part 30, 13R17850
107.	134 Farmstead Court Kingston K7P 3H9	Part Block 8, Plan 13M39, Part 29, 13R17850
108.	1170 Richwood Court Kingston K7P 3J1	Part Block 5, Plan 13M39, Parts 17, 18 and 19, 13R17323
109.	1171 Richwood Court Kingston K7P 3J1	Part Block 5, Plan 13M39, Part 16, 13R17323
110.	1172 Richwood Court Kingston K7P 3J1	Part Block 5, Plan 13M39, Parts 20 and 21, 13R17323

111.	1173 Richwood Court Kingston K7P 3J1	Part Block 5, Plan 13M39, Part 15, 13R17323
112.	1174 Richwood Court Kingston K7P 3J1	Part Block 5, Plan 13M39, Part 22, 13R17323
113.	1175 Richwood Court Kingston K7P 3J1	Part Block 5, Plan 13M39, Part 14, 13R17323
114.	1176 Richwood Court Kingston K7P 3J1	Part Block 5, Plan 13M39, Part 24, 13R17323
115.	1177 Richwood Court Kingston K7P 3J1	Part Block 5, Plan 13M39, Parts 3 and 4, 13R17959
116.	1179 Richwood Court Kingston K7P 3J1	Part Block 5, Plan 13M39, Part 2, 13R17959
117.	1181 Richwood Court Kingston K7P 3J1	Part Block 5, Plan 13M39, Part 1, 13R17959
118.	100 Sheridan St. Kingston K7P 3H7	Part Block 3, Plan 13M39, Part 2, 13R17501
119.	101 Sheridan St. Kingston K7P 3H7	Part Block 3, Plan 13M39, Part 3, 13R17390
120.	102 Sheridan St. Kingston K7P 3H7	Part Block 3, Plan 13M39, Part 1, 13R17501
121.	103 Sheridan St. Kingston K7P 3H7	Part Block 3, Plan 13M39, Part 4, 13R17390
122.	104 Sheridan St. Kingston K7P 3H7	Part Block 3, Plan 13M39, Part 2, 13R17390
123.	105 Sheridan St. Kingston K7P 3H7	Part Block 3, Plan 13M39, Part 5, 13R17561
124.	106 Sheridan St. Kingston K7P 3H7	Part Block 3, Plan 13M39, Part 1, 13R17390
125.	107 Sheridan St. Kingston K7P 3H7	Part Block 3, Plan 13M39, Parts 1 and 2, 13R17561
126.	108 Sheridan St. Kingston K7P 3H7	Part Block 3, Plan 13M39, Part 1, 13R17292
127.	109 Sheridan St. Kingston K7P 3H7	Part Block 3, Plan 13M39, Part 6, 13R17546
128.	111 Sheridan St. Kingston K7P 3H7	Part Block 3, Plan 13M39, Part 5, 13R17546

	<b>Property Address</b>	<b>Legal Description</b>
129.	113 Sheridan St. Kingston K7P 3H7	Part Block 3, Plan 13M39, Part 4, 13R17546
130.	115 Sheridan St. Kingston K7P 3H7	Part Block 3, Plan 13M39, Part 3, 13R17546
131.	117 Sheridan St. Kingston K7P 3H7	Part Block 3, Plan 13M39, Parts 1 and 2, 13R17546
132.	118 Sheridan St. Kingston K7P 3H7	Part Block 4, Plan 13M39, Part 3, 13R17065

133.	119 Sheridan St. Kingston K7P 3H7	Part Block 3, Plan 13M39, Part 3, 13R17082
134.	120 Sheridan St. Kingston K7P 3H7	Part Block 4, Plan 13M39, Parts 1 and 2, 13R17065
135.	121 Sheridan St. Kingston K7P 3H7	Part Block 3, Plan 13M39, Parts 1 and 2, 13R17082

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## SCHEDULE "B"

### DESCRIPTION OF COMMON AREAS

Legal Description	Common Description
Block 10, Plan 13M-39 having PIN 36086-0890;	Community Centre & Parking Lot
Block 11, Plan 13M-39 having PIN 36086-0891;	Undeveloped lot south of Block 12 and 141 & 143 Ellesmeer,
Block 12, Plan 13M-39 having PIN 36086-0892;	Swale between 139 & 141 Ellesmeer
Block 13, Plan 13M-39 having PIN 36086-0893; Part of Block 3, Plan 13M-39 designated as Parts 3 and 4, Reference Plan 13R-17561 having PIN 36086-1327.	Pathways & adjacent parkland

Also included as Common Area are:

- Entrance Gates Easements at 28 & 29 Ellesmeer and 167 & 168 Ellesmeer -  
Fences dividing parkland from individual units