



SECTION B: STRUCTURE OF OUR COMMUNITY

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YORK REGION VACANT LAND CONDOMINIUM, CORPORATION

No.1066

Who are we?

Our group of homes (properties/units) is YRVLCC No. 1066. This is short for York Region Vacant Land Condominium Corporation No. 1066. See map next page.

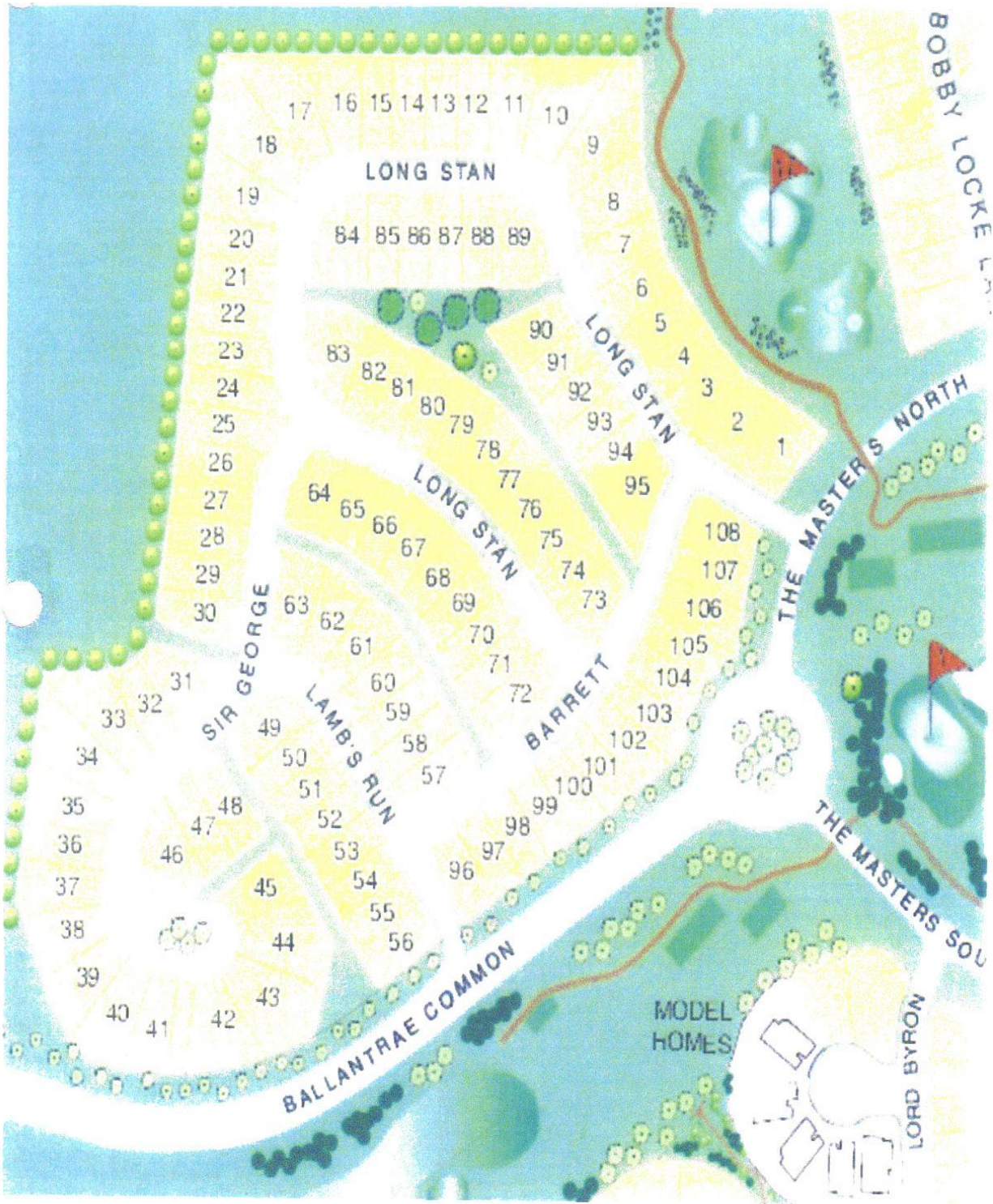
There are five phases in total in the development, each of which is a separately numbered condominium corporation.

In 1066, each homeowner holds registered title to the property on which his/her home stands, and together we share ownership of “common areas”. Most units abut these “common areas” and are characterized by invisible boundaries. Privacy is important to all of us. In order not to trespass, please determine where your property (boundary) begins and ends, as we are all entitled to “quiet enjoyment” of our home and property.

It is important to understand that the structure and organization of all condominiums are controlled by the Declarations that the developer has registered under the jurisdiction of the Ontario Condominium Act 1998. The Declaration (and as sometimes amended), will often differ from one phase to the next.

All details of the structure, organization, description of units, common elements, common expenses and other controls and restrictions (to name a few items) are contained in the Declaration for each condominium. All Owners should have received a copy of the Declaration at the time of purchase.

The final interpretation of the Rules in this manual rests with the Board and shall be binding upon all home owners.



OWNERSHIP - Who owns what?

The entire development contains several **Parcels of Tied Land (POTL's)**. (see MAP next page). **THESE POTL'S INCLUDE:**

**1. The residential Condos
YRVLCC**

- 968 (Phase 1), was registered in February 2002 and includes 250 homes south of Masters South.
- 1002 (Phase 2), was registered in September 2003 and includes 205 homes in the south-east area of the development.
- 1066 (Phase 3), was registered in August 2006 and includes 108 homes in the north-west area of the development.
- 1079 (Phase 4), was registered in January 2007 and includes 172 homes north of the Club House and Masters North.
- 1193 (Phase 5), was registered in February 2011 and includes 159 homes north of the Recreation Centre and a small number of homes adjacent to the north/west side of Phase 1.

2. YRVLCC 967 is the common elements Condo for all the POTL's in the development and holds the following areas in common for all of the development:

- The entry areas on Hwy. 48 and on the Ninth Line;
- The Ring Road – Masters North and South;
- Ballantrae Common, First Round, Last Round, Rawlings Gate, Legendary Trail
- Road Allowances, the Gate House at Hwy. 48 and the Storage Garage at Ninth Line

YRVLCC 967 is responsible for the operation, maintenance, landscaping, snow clearance of these roads and common areas. The POTL's are billed monthly for their share of these expenses. (See Schedule D in the 967 Declaration).

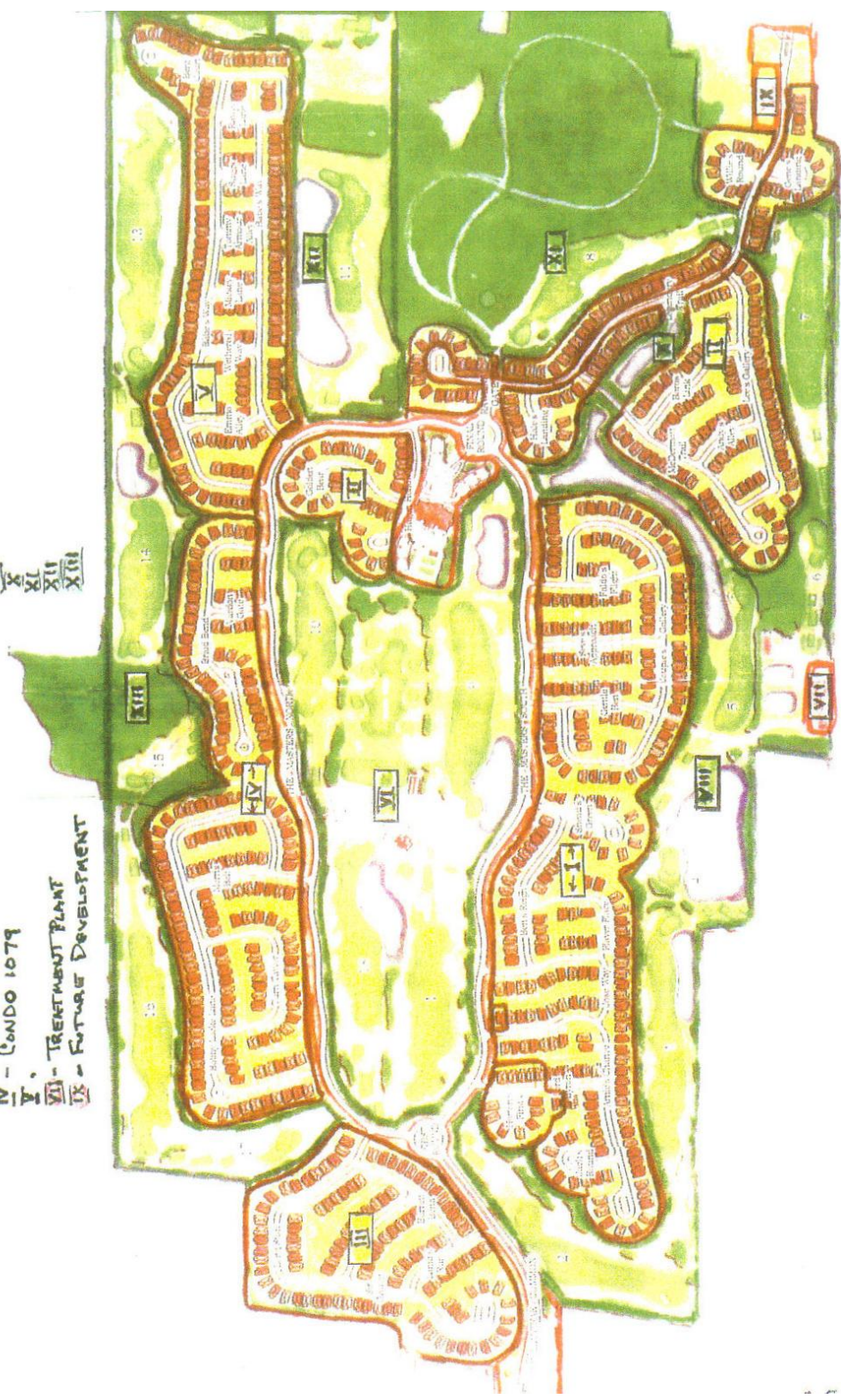
3. The RECREATION CENTRE is a separate Condo Corporation (No. 1202), and is jointly and equally owned by the other five (5) Condominium Corporations. It is currently managed by a Property Management company under the direction of the five (5) Directors of YRVLCC No. 1202.

4. The GOLF COURSE is owned outright by the Developer, is a public course, and you are not allowed to trespass on course property unless you are a paying player at the time. The wooded area along ninth line is also a private area and has been attached to the golf course, as part of POTL XI, therefore access is controlled by the Developer.

5. The WATER TREATMENTS PLANT and Service Area on the southern boundary of the development, with access from Aurora Road, is also privately owned and operated by the Developer.

POTLs
 I - CONDO 968
 II - CONDO 1002
 III - CONDO 1066
 IV - CONDO 1079
 V -
 VI - TREATMENT PLANT
 VII - FUTURE DEVELOPMENT

GOLF COURSE
 VI
 VII
 VIII
 IX
 X
 XI
 XII
 XIII



The BOARD OF DIRECTORS and PROPERTY MANAGEMENT

WHO IS IN CHARGE?

YRVLCC No. 1066 has a Board of five directors who have been elected for various terms. The Board meets regularly to deal with financial matters, Owner requests for changes or alterations, legal issues, etc, as they arise.

The Board also negotiates term contracts with management, suppliers, such as landscapers, gardeners, snow plowing firms, etc. If you have comments or suggestions regarding these services, contact the property management firm as outlined below.

The Board conducts an Annual General Meeting (AGM) to report to the Owners. Additional meetings are called if necessary.

On a day-to-day basis, operational management of 1066 is handled by our Property Management Company that has been hired by the Board. The property management company operates under a contract which is reviewed regularly.

In short – if you have a problem – contact the Property Manager and they will deal with the most immediate problems and report to the Board on communications received and actions taken. Situations requiring Board input and decision are dealt with at regular Board meetings.

Board members should not be directly contacted on routine matters unless the property management company fails to respond satisfactorily to an enquiry.

Communication with the Property Manager and Board is via a mail box which is maintained in the vestibule of the Recreation Centre, by e-mail, and by telephone.

CONDOMINIUM RULES

When you purchased your home, you received a package which set out the parameters of our new, unique environment. If you read the documents you have recognized that condominium living is somewhat different from Ownership in a freehold circumstance.

If you didn't read the Declaration, By-Laws and Rules when you purchased your home, you should read them now.

Regardless of any clarifications we are trying to provide in this manual, the final and ultimate authority remains the Declaration.

Condominium Owners are simply not free to make alterations and changes to their property as would be normal in totally private ownership.

Rules are meant to maintain the consistency of appearance and quality of construction and landscaping that attracted people to this development in the first place. The rules will be found elsewhere in this document and you should examine them thoroughly. (seek clarification if needed)

The 'Rules Section' of this manual extends and updates the rules in the Declaration and takes effect 30 days following distribution to the Owners.

PLEASE NOTE: If you have made changes without permission and if you continue to ignore the rules you will be required to conform at your expense. Your Board has no option in such cases and must adhere to the Condominium Act.

You may find it odd that the different condos have slightly different rules. A case in point is Condominium 968 which is Phase One and therefore the first one registered here. It has a different Declaration and fewer restrictions than 1066 and the other condos that followed. So if you are driving through Condominium 968 and note that alterations have been made that are inconsistent with our Declarations, do not think that it establishes a precedent for Condominium 1066.

In the event that a significant number of residents feel a rule should be changed, the appropriate action is for the item to be proposed, debated and voted on at a meeting which would be called specifically to deal with the issue.

You have probably noticed by now that there is no mail delivery to your home. In fact, there is a restriction that states that you may not have a mail box. There are some advantages to having the Canada Post Super Boxes - door to door advertising drops are prohibited. If you are away for a few days, (or perhaps weeks) you have no worries about mail piling up at your door and blowing about in the Ballantrae breezes. During long trips you can leave your neighbour a mail box key and have them clear the box once in a while. Alternatively, you may arrange with Canada Post to hold your mail for you.

CONDOMINIUM SERVICES

As you are aware, many services are included in your condominium (maintenance) fees. These services include:

- Residential grass cutting and lawn fertilization, including irrigation and irrigation maintenance
- Snow clearing
- Maintenance of all common areas
- Maintenance of all standard gardens

The gardens created by the developer are specified as **standard gardens**. The home owner may **not** put in additional gardens or borders on his/her property. Standard gardens may **not** be extended, added to, or reshaped. Maintenance includes:

- Edging
- Weeding
- Cultivating
- Fertilizing
- Pruning

SNOW CLEARING

All residential roads will be cleared of snow after a minimum accumulation of two inches. Snow will be removed from your driveway (if free of vehicles), as well as from the walkway and steps to your front door. The home owner is responsible for spot salting or sanding on an as needed basis.

NOTE: We recommend the use of ice-melting compounds rather than salt to avoid damage to concrete and driveways. Snow clearing crews may refuse to enter your property if slippery conditions make it hazardous.

OWNER RESPONSIBILITIES

- Planting of flowers in the flower beds at your residence and the maintenance of the flowers is the responsibility of the home owner. Any damage to flowers during garden maintenance by the landscaper or damage at any other time is the responsibility of the home owner.
- The replacement of dead plant material, trees, shrubs and grass on the unit is the responsibility of the home owner. Any dead plant material, trees, shrubs or grasses will have to be replaced with the same type of material that was removed and/or plant materials listed in Section E: S 7-8 and the expanded lists on S 9-10.
- **No additional trees, shrubs, grasses, or perennial plants may be added to the gardens or the yard area of the unit.**
- Owners are required to maintain the exterior area in a clean and tidy manner.
- Storage of items on driveways, patios, lawns, or along the sides or rear of the unit is prohibited.
- **Owners are required to maintain up-to-date information with the Property Manager (see Printable Forms section)**

ENTRANCE GATES (under the jurisdiction of Condominium 967)

Currently there are two points of entry for our community:

- **The front gate on Markham Road (Highway #48) is the one for public use.** During the summer it is open most of the time to provide access to the public golf course. You will be advised of changes in the opening schedule on a seasonal basis.
- The **9th Line Gate** is for residents' use only and all delivery traffic must be advised to enter via Markham Road (Hwy. #48). **The back gates (Ninth Line) are always closed.**

The **exit** gates at both locations are automatically raised as your vehicle approaches them. **Never try to have more than one vehicle exit at one time.**

You have been provided with two (2) remotes for your personal use to enter the front and rear gates. Additional remotes are available at the Recreation Centre for a nominal charge. Your contact information has been processed through the computer system, which controls access to the front entrance.

Owners who recently moved to the community and did not have their new phone number when filling out the Owner's Information Sheet, please contact the Recreation Centre or Property Manager with your new phone number as soon as possible so that it can be updated in the computer system, as your phone number is required to make after hour guest entry possible.

Your guests visiting Ballantrae Golf & Country Club must follow the following procedure for admittance to the community when the Hwy. 48 gates are closed.

- Enter the side of the driveway closest to the gatehouse.
- Follow the procedure on the screen to find your name.
- Enter the four (4) digit code beside your name.
- Entering this code will ring through to your home telephone.
- You should **press number nine (9)** on the telephone, after confirming that the person at the gate is the guest you are expecting.
- The gate will open for your guest(s) to enter the community and close behind them.

Emergency services have been given access to the community through the front gates. In the case of an emergency and failure of the gates to operate, emergency services will break through the gates to enter the community. Any damage to the gate by a resident in a non-emergency situation will be charged to that resident. The Board of 967 has installed closed-circuit cameras at both gates to monitor security.

REMOTE CONTROL POLICY (under the jurisdiction of Condominium 967)

This policy has been developed to ensure reasonable protection in controlling access. While residents may feel restricted by this policy, we ask that you recognize the efforts made to provide security in the best interest of all the Owners and residents. Should there be a special circumstance or situation which has not been addressed, we would be most pleased to address these individual concerns and make decisions based on the merit of the concern.

1. Remote controls will be distributed only to persons registered with the corporation and authorized under this policy.
2. At the time of purchase each unit will receive two remote controls.
3. In addition to the two remote controls issued in number 2 above, units will be able to purchase one extra remote control at cost. These costs are non-refundable.
4. Absentee Owners will be permitted to purchase one remote control in addition to the resident policy.
5. Call the Recreation Centre or Property Manager for any inquiries regarding remote controls.

PARKING and VEHICLE RESTRICTIONS

Refer to Section D: Rules – Rule 7, Parking.

We would like to remind you to lock your vehicle at all times and avoid leaving valuables inside.

No motor vehicle is to be driven on any roads at a speed in excess of 25 KPH.

There are no designated visitor parking areas in Ballantrae Golf & Country Club.

Residents are allowed to park only in their own driveways.

Parking is prohibited in the following areas: fire zones, traffic lanes, delivery and garbage collection areas or roadways.

No servicing or repairs may be made to any motor vehicle on the roads.

Trailers, boats, snowmobiles, machinery or equipment of any kind must be parked in the garage of a unit. These may not be parked on the driveway or on the grass or adjacent to the driveway or beside the house.

All Owner vehicles must be registered with the manager. See Section F– Form F2.

GARBAGE and RECYCLING

The Municipality picks garbage up every Friday. Recycling is collected weekly and regular garbage every other week.

Garbage must be contained in garbage containers or properly tied plastic garbage bags not exceeding 22 kg. (50 lb.) per bag in weight. **Please note: a maximum of 3 bags per household. For extra bags you must buy tags from a local outlet or at the Town Offices.**

Residents must break down and bind all large containers; i.e. cardboard boxes, and shall place all recyclable materials in the appropriate blue boxes and green bins.

Garbage must be placed at the curb outside your home no earlier than 6:00 p.m. the night before and no later than 7:00 a.m. the day of garbage pick-up. Containers must be removed no later than 8:00 p.m. on the day of collection.

Blue boxes and green bins for recycling can be picked up at Town of Whitchurch/Stouffville offices located at 37 Sandiford Drive, Telephone # 905-640-1900.

Residents should consult information issued by the Town for changes and up-to-date information.

You can also go to website: www.townofws.ca

INSURANCE

As a vacant land condominium unit Owner, you should be aware of your insurance responsibilities, as well as your obligations to the condominium corporation. In the event of a major loss, severe financial hardship could occur if adequate insurance is not in place.

The responsibility of the vacant land condominium Owner is to insure the following:

1. Your dwelling unit;
2. Your personal property – all contents, furniture, clothing, etc.;
3. Your exterior assets – driveway, landscaping, etc.;
4. Personal liability – legal liability arising out of the day-to-day activities including damages that result from maintenance provided by the corporation;
5. Insurable Loss Assessments - while the corporation has an obligation to insure the common element property for damage from a major peril, we are unable at this time to purchase property damage insurance. Should the corporation incur an insurable loss and be inadequately insured the corporation would have no other option except special assessment to each home Owner for the funds required. This is where a severe financial hardship could occur unless you have purchased personal coverage for Condominium Corporation Loss Assessments.

You should be aware that currently few Home Owners Policies include coverage for Condominium Corporation Loss Assessments. You must inquire with your personal insurance representative to ensure that your Home Owners Package Policy includes this very important Home Owner Assessment Insurance protection.

PLANNING EXTERIOR CHANGES TO YOUR HOME OR PROPERTY?

Do not make any exterior changes without getting approval in writing.

All applications for replacement, alterations and/or changes must be made to the Property Manager using the Alteration Request Form. Make certain you make note of the requirements for maintenance, repair, replacement and/or improvement in the Declaration (4a 12). Section C of this manual provides some clarification.

Briefly stated, any changes that you might consider making to the exterior of your home are restricted and if you proceed without approval, you may be faced with expensive removal costs and considerable unnecessary aggravation. Please follow the process outlined on the next page.

At first glance one might be inclined to consider many of these stipulations to be somewhere between onerous and unreasonable. Most of us are accustomed to owning our own buildings and property and being able to do whatever we think is 'attractive' or useful to them; however, in the Condominium environment, standards are deemed necessary to make certain that your taste and convenience do not contradict or even offend others in the community. This Quality Assurance and Design Code was placed in the Declaration by the Developer. All new Owners received a copy at the time of purchase. Owners and the Board are bound by the restrictions.

Indeed, relatively simple changes that you might see as harmless and even 'improvements' may have triggered unanticipated consequences for your neighbours or the Condominium as a whole. A quick example sees one Owner enlarging his/her garden and flower beds. It may look terrific but such changes, particularly if they occur throughout the area, will inevitably increase the charges paid by contract to a gardening firm, a service that is mandated in the Declaration. Everyone would therefore have to pay something toward any new garden and the Board would have even less control over increasing maintenance fees.

STATUS CERTIFICATE

Owners may require a Status Certificate for a mortgage, re-financing, or the sale of the property.

To obtain a Status Certificate, call the Property Management at 416-293-5900. They will explain the cost and the procedure of obtaining the certificate.

MAKING AN APPLICATION FOR AN EXTERIOR ALTERATION OR CHANGE and the Procedure for Processing Owner Alteration Requests

1. Familiarize yourself with the Restrictions in the Declaration (summarized in Section C) and the Rules (Section D).
2. Prepare the Alteration Request Form, which can be found in under Printable Forms.
3. The Owner sends the application to the Property Manager by e-mail or in the mailbox at the Recreation Centre.
4. The Property Manager will acknowledge the receipt of the application, check it against the Rules and Declaration and confirm that all information has been provided.
5. When the Property Manager determines the application is complete, the Property Manager will assess the request and forward it to the Board with appropriate comments and recommendations.
6. The Board will review the applications regularly.
 - If the Owner meets all the conditions required and the Property Manager recommends approval, the application will likely be approved by the Board and the Property Manager will send a letter as to its decision.
 - If all conditions are not met in the application, FSR will contact the Board in an effort to resolve problems with the home owner. If successful, the process above will occur.
 - All decisions concerning applications and/or alterations, once decided by the Board, shall be final.
7. All requests, deferrals and approvals will be reported to the Board at each meeting.
8. The Property Manager will notify the Owner of the decision as soon as possible, followed by a confirming letter, within approximately two (2) weeks.

BOARD PROCESS in DEALING with INFRACTIONS or VIOLATIONS of the DECLARATION, BY-LAWS, and RULES.

The Condominium Act of Ontario requires the Board of Directors of a Condominium Corporation to enforce the conditions specified in the Declaration, By-Laws, and Rules of the Corporation.

In fulfilling this obligation the Board of Condominium No.1066 will follow the following process:

Step One: Once the Board is informed of an infraction or violation of the Declaration, By-Laws, or Rules, the Property Manager will be instructed to contact the Owner, explain the nature of the infraction or violation and request the Owner's co-operation in correcting the problem. If telephone contact is not easily made, the Property Manager may send an e-mail or letter as is most appropriate. The Owner is encouraged to talk to the Property Manager and/or the Board in order to solve the problem in a timely and satisfactory manner. Normally, the Owner will have a couple of weeks to respond. The Owner will be provided with a date by which a response is expected. If the Owner fails to respond or initiate action to redress the problem, the Board will initiate **Step Two**.

Step Two: The Board will instruct the Property Manager to send a formal letter to the Owner outlining the specifics of the violation and the corrective action that must be taken. The Owner will also be sent a copy of this document, outlining the actions the Board may take. The letter will specify a date by which Owner action must be initiated. This would normally be ten (10) business days from the date of the letter. Once again the Owner would be encouraged to initiate dialogue with the Board in order to solve the problem. If the Owner fails to respond or initiate action to redress the problem by the specified date, the Board will initiate **Step Three**.

Step Three: The Board will instruct its lawyer to send a registered letter to the Owner giving specifics of the violation and requiring immediate compliance and correction of the violation. The Owner will be given five (5) business days to initiate action. The letter will also specify further Board action if the Owner fails to respond. Administrative and legal costs incurred in this step will be charged to the Owner. Again the Owner will be encouraged to initiate dialogue with the Board to resolve the problem. If the Owner fails to initiate action to correct the violation the Board will initiate **Step Four**.

Step Four: The Board will instruct its lawyer to seek a court order permitting the Board to enter the Owner's property in order to correct the violation. All administrative, legal and contractor costs incurred in order to provide compliance and resolve the problem will be charged to the Owner through the regular general assessment. Failure by the Owner to pay the assessment will result in the placement of a lien on the property by the Board, such administrative and legal costs also being charged to the Owner.

Please note:

- 1. The Board encourages the Owner to initiate dialogue with the Board at any time in this process, the sooner the better. The Board's objective is to resolve problems in the most positive manner possible in the best interest of the Owner and all other Owners.**
- 2. Section 132 of the Condominium Act of Ontario outlines the process of Mediation to settle a dispute. See also Condominium No. 1066 Declaration pages Appendix 'A'. Article 1.**