

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION is made and executed pursuant to the provisions of the *Condominium Act*, 1998, S.O. 1998, c.19, as amended from time to time and the regulations made thereunder (the “**Act**”) by:

Times 4502 Inc., a corporation incorporated under the laws of the Province of Ontario (hereinafter referred to as the “**Declarant**”);

WHEREAS the Declarant is the owner in fee simple of the lands and premises situate in the City of Markham, in the Province of Ontario, being more particularly described in Schedule “A” hereto (the “**Lands**”) and in the Description prepared by the Declarant in respect of the Lands (the “**Description**”) submitted herewith by the Declarant for registration in accordance with the Act;

AND WHEREAS the Declarant has constructed buildings upon the Lands containing the numbers and types of Units described in Schedule “C” hereof.

AND WHEREAS the Declarant intends that the Lands, together with the buildings constructed thereon shall be governed by the Act;

AND WHEREAS the registration of the Declaration and Description will create a freehold standard condominium corporation (the “**Condominium**”);

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE 1 INTRODUCTORY

Section 1.1 Definitions

The terms used in the Declaration shall have the meanings ascribed to them in the Act, unless specifically defined elsewhere in this Declaration, and the following capitalized words, terms and phrases shall have the following meanings:

“**Act**” means the *Condominium Act*, 1998, S.O. 1998, c.19, as amended from time to time and the regulations made thereunder;

“**Alteration Agreement**” means the agreement that may be entered into by the Corporation and an Owner of a Unit who desires to make an alteration, addition, modification or improvement to or installation (an “**Alteration**”) upon the Common Elements pursuant to Section 98 of the Act, which agreement shall, *inter alia*, specify ownership of the proposed Alteration upon the Common Elements, allocate the cost of undertaking or implementing such Alteration, and establish and confirm responsibilities, duties and obligations to pay costs in relation to the Alteration, including without limitation repairs to the Alteration, contain all other matters that may be prescribed in the Act, and such other matters as may be desired by the Corporation in its sole discretion;

“**Amenity Space**” means collectively, the lobby, billiards room, ping pong room, cards room, kids and gaming room, swimming pool and change rooms, fitness and yoga room, multi-purpose room, property management office, resident and visitor bicycle storage, concierge desk, outdoor patio, and Parcel Delivery Room, which are located on the lower ground Level of the Building; and a lobby, and a meeting room located on ground Level of the Building; and a rooftop terrace and two (2) lounges located on Level 2 of the Building;

“**Article**” or “**Section**” means, unless otherwise indicated, the specified article, section in this Declaration;

“**Board**” or “**board**” means the Corporation’s board of directors from time to time;

“**Building**” means the Tower A and Tower B collectively, which are buildings to be constructed on the Lands to be described in the Description of the Condominium registered pursuant to the act by the Declarant;

“**Business Day**” means any day other than a Saturday, Sunday or a statutory holiday in the Province of Ontario or a civic holiday in the City of Markham;

“**Commercial Development**” means a low-rise building to be used for office, retail and commercial purposes located south of Highway 7 East and to the west of Saddlecreek Drive, on a portion of the lands

legally described as Block 45 Plan 65M-3226 save and except parts 3 and 4 on Expropriation Plan YR1349899, (PIN 03029-1416 (LT));

“**Common Elements**” or “**common elements**” means all the Lands, except the Units;

“**Common Expenses**” has the meaning ascribed thereto in the Act;

“**Condominium Authority**” has the meaning ascribed thereto in the Act;

“**Condominium Authority Tribunal**” has the meaning ascribed thereto in the Act;

“**Control**” (including, with correlative meanings, the terms “controlled”, “controlling”, “controlled by”, “controlling interest” and “under common control with”) means the power to influence, direct or cause the direction of the management and policies of a Person, directly or indirectly in any manner whatever, whether through the ownership of voting or non-voting securities, debt instruments, or any other manner;

“**Corporation**” means the condominium corporation created by the registration of this Declaration and the Description pursuant to the Act;

“**Declarant**” means Times 4502 Inc., its successor and assigns. In any Section of the Declaration which contains a right, a release or other exculpatory language in favour of the Declarant or an indemnity in favour of the Declarant, the term “Declarant” in such sections shall also mean the directors, officers, servants, shareholders, employees and agents of the Declarant and if the Declarant is acting as a trustee, the beneficiaries of such trust;

“**Declarant’s Related Entities**” means any Person controlled by the Declarant, or with whom the Declarant is associated with, related to, or not dealing at arms-length with (as those terms are used in the *Income Tax Act*, R.S.C., 1985, c.1 (5th Suppl.)), and the officers, consultants, agents, employees, servants, invitees, licensees or contractors of any of the aforementioned parties;

“**Declaration**” means this declaration and all amendments thereto and all schedules referred to herein;

“**Description**” has the meaning ascribed thereto in the first recital hereof;

“**Dwelling Unit**” means any one of the 400 proposed units in Tower A and 366 proposed units in Tower B (excluding the Guest Unit); and “**Dwelling Units**” means all of the Dwelling Units;

“**Exclusive Use Common Elements**” means Common Element areas proposed for the exclusive use of the Owner of the Dwelling Unit appurtenant to the Common Element area, as described in Schedule “F” hereto;

“**EV Parking Unit**” mean any Parking Units which include a plug-in electric vehicle charging outlet rough-in; “**EV Parking Units**” means all of the EV Parking Units;

“**Governmental Authority(ies)**” means any federal, provincial, municipal, local or other government, governmental, regulatory or administrative authority, body, commission or agency, Crown corporations or any court, tribunal, judicial, arbitral or quasi-governmental authority having jurisdiction over the Condominium and/or Lands;

“**Guest Unit**” means Unit 10 located on Level 1;

“**Hydro Meters**” means the electricity consumption meters for revenue billing purposes and associated components installed in the Condominium to measure the consumption by each Unit and the Common Elements, owned by the appropriate hydro utility or other third party;

“**Hydro Supplier**” means the third party supplier or distributor that supplies electricity to the Condominium, or performs submetering services to the Condominium and Owners in relation to electricity;

“**Lands**” has the meaning ascribed thereto in the first Whereas recital hereof, and more particularly described in Schedule “A” hereto;

“**Locker Units**” means Units ● on Level ●; and “**Locker Unit**” means any one of them;

“**Manager**” means the property manager appointed pursuant to the management agreement entered into by the Corporation and the management company and licensed under the *Condominium Management Services Act*, 2015, S.O. 2015, c. 28 as amended;

“**Municipal Agreements**” has the meaning ascribed thereto in Section 8.1(c) hereof;

“**Other Projects**” means collectively: (1) the Pavilia Park Towns; and (2) the Commercial Development;

“**Owner**” means the owner or owners of the freehold estate in a Dwelling Unit and its appurtenant common interest but does not include a mortgagee unless in possession (as the term is defined in the *Mortgages Act*, R.S.O. 1990, c. M.40, as amended);

“**Parking Units**” means Units ●, Level ●; and “**Parking Unit**” means any one of them;

“**Pavilia Park Towns**” means a phased condominium with 64 Dwelling Units in the initial registration, and 70 additional Dwelling Units may be added in a subsequent phase, to consist of a total of 134 Dwelling Units if all phases are constructed and registered, located on a portion of the lands legally described as Block 45 Plan 65M-3226 save and except parts 3 and 4 on Expropriation Plan YR1349899, (PIN 03029-1416 (LT));

“**Person**” means any individual, corporation, partnership, company, limited liability company, incorporated or unincorporated association, estate, joint-stock company, trust, entity, unincorporated organization, or Governmental Authority or any other form of entity howsoever designated or constituted, or any group, combination or aggregation of any of them;

“**Prime Rate**” for any day means the prime lending rate of interest expressed as a rate per annum (computed on a year of 365 days) charged by any Canadian bank designated by the Corporation from time to time on loans made in Canadian dollars to its customers in Canada, as the same is adjusted from time to time;

“**Proportionate Share**” has the meaning ascribed thereto in Section 1.6 hereof;

“**Proposed Plan**” means the draft plans included in the Condominium Documents;

“**Purchaser**” means a purchaser of a proposed Dwelling Unit. Any reference to “Purchaser” in any section of this Declaration, where the Purchaser has an obligation, has made a representation or has agreed to indemnify any other Person, shall include the directors, officers, shareholders, servants, employees, contractors, agents, guests, invitees and licensees of the Purchaser and all other Persons over whom the Purchaser may reasonably be expected to exercise control, and/or is in law responsible; and “**Purchasers**” means all of them;

“**Reciprocal Agreement**” means the reciprocal cost sharing agreement entered into or to be entered into by the Corporation and, *inter alia*, the Pavilia Park Towns, and if applicable, the owner of the Commercial Development, with respect to the construction, operation, maintenance and repair of certain shared facilities and the costs associated with those shared facilities, to be allocated between the parties in their respective proportionate shares;

“**Registrar**” has the meaning ascribed to it in the Act;

“**Responsible Parties**” means the Owner’s household, family, pets residing in the Owner’s Dwelling Unit; tenants, their household, family and pets residing in the Owner’s Dwelling Unit; guests, invitees, visitors, agents, contractors, servants, employees and licensees of the Owner or any of the aforementioned parties; any person for whom the Owner is in law responsible; any other person over whom the Owner may reasonably be expected to exercise control and any other person occupying the Dwelling Unit with the Owner’s approval;

“**Rules**” means the rules passed by the Board from time to time and effective in accordance with Section 58 of the Act;

“**Shared Facilities**” means certain structures, facilities, services, and areas which may include without limiting the generality of the foregoing: (1) roadways; (2) sanitary and storm pipes; (3) stormceptors; and (4) such other facilities, services, structures, and areas as may be determined by the Declarant; and (5) all services, infrastructure, equipment, facilities, and systems providing service to the aforesaid located within the Condominium or within the Other Projects which is intended to be shared by and benefit the Condominium, and some or all of the Other Projects;

“**Shared Facilities Costs**” means the aggregate of all costs and expenses incurred in connection with the Shared Facilities and shall include without limitation, the costs and expenses incurred in connection with the governing, supplying to, ownership, control, renovation, operation, maintenance, repairing, replacement, improvement, insurance or administration of the Shared Facilities and any other costs relating to the Shared Facilities as set out in the Reciprocal Agreement;

“Turn Over Meeting” has the meaning ascribed to it in the Act;

“Unit” means a part or parts of the Lands included in the Description and designated as a unit by the Description and comprises the space enclosed by its boundaries and all the material parts of the land within such space, in accordance with the Declaration and the Description; and where reference is made to an Owner’s Unit, it shall mean all Units owned by the Owner including Dwelling Unit(s), Parking Unit(s) and Locker Unit(s), and interests appurtenant thereto;

“Utilities Suppliers” means the Water Supplier, Hydro Supplier and any other supplier of utilities to the Condominium and/or a Unit; and **“Utility Supplier”** means any of them;

“Utility” means hot water, cold water, and electricity; and **“Utilities”** means all of them;

“Visitor Parking Spaces” means the designated visitor parking spaces situated on Level ●, which is intended to be used by visitors of the Owners or occupants of a Dwelling Unit or by the Declarant, Declarant’s Related Entities or any person authorized by any one of them, including, without limitation, their employees, invitees, servants, agents, contractors and subcontractors, as prescribed by the Disclosure Statement; and

“Water Supplier” means any third party supplier or distributor that supplies hot and cold water to the Condominium, or performs submetering services to the Condominium and Owners in relation to hot and cold water.

Section 1.2 Act Governs the Lands

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

Section 1.3 Standard Condominium

The registration of this Declaration and the Description will create a freehold standard condominium corporation.

Section 1.4 Consent of Encumbrancers

The consent of every person having a registered mortgage/charge of land against the Lands or interests appurtenant to the Lands is contained in Schedule “B” attached hereto.

Section 1.5 Inclusions and Exclusions

1. DWELLING UNITS AND GUEST UNIT

a) Each Dwelling Unit and the Guest Unit shall include all pipes, wires, cables, conduits, ducts, mechanical and electrical apparatus and the branch piping extending to, but not including, the common pipe risers, all of which provide a service or utility to the particular Unit, regardless of whether or not same are located outside the Unit boundaries described in Schedule “C”. Each Dwelling Unit and the Guest Unit shall also include the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, including the shut-off valve, all of which provide a service or utility to that particular Unit, regardless of whether or not same are located outside the Unit boundaries described in Schedule “C”.

b) Each Dwelling Unit and the Guest Unit shall exclude any load bearing wall or column that provides support to another Unit or the Common Element, exterior door and frame, window and frame, all pipes, wires, cables, conduits, ducts, shafts, flues and mechanical and electrical apparatus, carbon monoxide detectors, fire alarms, security or sprinkler systems, all of which are situate in the Unit and provide a service or utility to another Unit(s) or the Common Elements.

2. PARKING UNITS AND LOCKER UNITS

a) Each Parking Unit and Locker Unit shall exclude, all equipment or apparatus including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hoses, floor area drains and sump pumps, sprinklers, lighting, fixtures, air-conditioning or heating equipment appurtenant thereto, which provide any service to the Common Elements or Units, including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included), which may be located within any Parking Unit and Locker Unit.

Section 1.6 Common Interest and Common Expenses

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners in such proportions set forth opposite the Unit number of the Unit owned by the Owner in Schedule “D” attached hereto (such proportion hereinafter referred to as an Owner’s “**Proportionate Share**”). Each Owner shall contribute to the Common Expenses in such Owner’s Proportionate Share. The total of the proportions of the common interests and the total of the proportions of the contributions to the Common Expenses shall be 100%.

Section 1.7 Address for Service, Municipal Address & Corporation’s Mailing Address

The Corporation’s address for service and mailing address shall be: c/o Times Property Management Inc., 330 Hwy 7 East, Suite 300, Richmond Hill, ON, L4B 3P8, or such other address as may be determined by a resolution of the Board from time to time.

The Corporation’s municipal address is: c/o Times Property Management Inc., 330 Hwy 7 East, Suite 300, Richmond Hill, ON, L4B 3P8.

Section 1.8 Governmental Authority Requirements

The following conditions imposed by Governmental Authorities are included and form part of the Declaration:

[Note to Purchasers: to be added after receipt of Draft Plan Conditions from any Governmental Authority]

Section 1.9 Architect/Engineer’s Certificate

The certificate(s) of the architect and/or engineer(s) that all buildings have been constructed in accordance with the regulations under the Act is/are contained in Schedule “G” attached hereto.

ARTICLE 2 COMMON EXPENSES

Section 2.1 Specification of Common Expenses

Common Expenses means the expenses of the performance of the objects and duties of the Corporation and without limiting the generality of the foregoing, shall include those expenses set out in Schedule “E” attached hereto and any other expenses, costs and sums of money deemed or designated to be Common Expenses in accordance with the provisions of the Act and/or this Declaration.

Section 2.2 Payment of Common Expenses

Each Owner, shall pay to the Corporation such Owner’s Proportionate Share of the Common Expenses, as may be provided for by the By-Laws 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 (including without limitation legal fees) 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 his Responsible Parties 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.

Section 2.3 Payment of Utilities

- (a) If necessary, as determined by the Declarant in its sole, absolute and unfettered discretion, the Corporation shall contract for the purchase of gas, electricity, hot water and cold water from a local distribution company, an independent Utilities retailing company or from a metering or submetering company. Additionally, each Owner may be required to contract with the local distribution company, independent Utilities retailing company or metering or submetering company with respect to any Utilities.
- (b) The Owner of a Unit which is separately metered, sub-metered or check metered, will receive and be responsible for payment of the invoice with respect to the hot and cold water and electricity consumption for his Unit in addition to Common Expenses, in accordance with agreement(s) entered into by the Corporation and/or the Owner, and the Utilities Supplier. In the alternative, the Declarant may enter into such an agreement and upon the registration of the Corporation, or upon occupancy of each respective Unit, the Declarant shall automatically be released from all of its liabilities and obligations thereunder and shall no longer from such time be liable to the other parties to the

agreement(s) for any breach of the agreements caused or occurring subsequent to that date. The Corporation shall assume the obligations of the Declarant after the registration of the Condominium.

- (c) In the event that the Units are separately metered, sub-metered or check metered and the Corporation receives a bulk invoice for Utilities consumed by the Condominium as a whole, then such invoice for Utilities shall be paid by the Corporation on behalf of all of the Owners of the Condominium. Owners will then be charged for Utilities usage as shown in the sub-meters for its Dwelling Unit and appurtenant Exclusive Use Common Elements and EV Parking Unit. In addition, the Owner shall be responsible to pay any and all monthly or other administration fees chargeable by the Corporation, its representatives or a Utilities Supplier. The Corporation, or a representative of the Corporation, or the Utilities Supplier shall issue invoices to the Owners for the Utilities usage attributable to such Owner's Dwelling Unit, and appurtenant Exclusive Use Common Elements and EV Parking Unit with respect to Utilities consumed therein. The Corporation, or its representative, or the Utilities Supplier, at their sole option, may provide invoices containing estimates of amounts payable by an Owner to the Corporation on account of Utilities for such Owner's Units and appurtenant Exclusive Use Common Elements for the next ensuing 12 months, provided that at least once annually, the Corporation or its representative or the Utilities Supplier shall complete for each Dwelling Unit and appurtenant Exclusive Use Common Elements, and EV Parking Unit an adjustment of the Utility usage amount with the bulk bill received from a Utilities Supplier. The amounts so estimated shall be payable by the Owner in advance in equal monthly installments on the same day as the monthly payments of Common Expenses attributable to such Owner's Dwelling Unit, or such other date as may be required by the Corporation, its representative or the Utilities Supplier (the "**Due Date**"). The Owner agrees to provide all information and documents, and also to sign and deliver documents, authorizations and forms which may be required by the Corporation, its representatives or a Utilities Supplier in order to set up a pre-authorized payment plan relating to the monthly payments for the Utilities.
- (d) In the event that the same Utilities Supplier is providing more than one Utility service to the Condominium, then such Utilities Supplier or the Corporation or its representative may issue a single invoice to Owners for all such services. In the event any partial payment of such single invoice is made, the Utilities Supplier may, in accordance with applicable laws, apply such partial payment towards amounts owing in respect of one Utility service first.
- (e) In the event that such Owner fails to pay on the Due Date to the Corporation, or its representative, or a Utilities Supplier, the amount as set out in an invoice issued by the Corporation, or its representative, or a Utilities Supplier relating to the Utilities usage of such Owner's Dwelling Unit, appurtenant Exclusive Use Common Element and EV Parking Unit with respect to any Utilities (the "**Unpaid Amount**"), then in addition to any other rights and remedies available to the Corporation, its representative or a Utilities Supplier either at law or in equity, the Corporation, its representative or a Utilities Supplier: (1) shall be entitled to charge such Owner interest from the Due Date on the Unpaid Amount until the Unpaid Amount is paid together with all costs incurred by the Corporation in relation to the collection of such Unpaid Amounts, at the rate of 24% per annum, calculated and compounded monthly not in advance, together with interest at the same rate as on overdue interest (the Unpaid Amount together with interest due thereon, collectively the "**Outstanding Utilities Charges**"); (2) may add such Outstanding Utilities Charges to the Common Expenses payable by such Owner to the Condominium and to recover same from the Owner in the same manner as Common Expenses, with corresponding lien rights in favour of the Condominium as apply to Common Expense arrears; (3) register a lien against the Units owned by such defaulting Owner, for the Outstanding Utilities Charges and such lien (the "**Utility Lien**") shall be enforceable by the Condominium in the same manner, and to the same extent, as a real property mortgage or charge, and with all the rights, remedies and powers inherent in (or available to) a mortgagee or chargee when a mortgage or charge of real estate is in default pursuant to the provisions of *The Mortgages Act R.S.O. 1990, as amended*, and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Titles Registrar requires the Condominium (as a prerequisite to the registration and/or enforcement of the lien) to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Condominium shall be entitled to forthwith apply to such court for same, and the defaulting Owner shall, for all purposes, be deemed to have consented to any such application by the Condominium; and (4) shall be entitled, subject to complying with all applicable laws, to stop the supply of any Utilities where payments owing for same are more than 30 days in arrears.
- (f) In addition to, and without prejudice to any other rights and remedies available to the Corporation, its representative or a Utilities Supplier, in the event that an Owner is in default of payment of invoices to any Utilities Supplier, as a condition of being supplied or continuing to be supplied with any Utilities, the Corporation has the right to require such Owner to maintain a deposit with the Corporation in an amount as determined by the Board but not less than two month's Common Expense fees. The Corporation is entitled to apply such deposits against monies owing by a defaulting Owner to a Utilities Supplier with respect to the supply of any Utilities to such Owner's Unit(s).

- (g) In addition to, and without prejudice to any other rights and remedies available to the Corporation, its representative or a Utilities Supplier, in the event that an Owner is in default of payment of invoices to any Utilities Supplier, the Corporation, its representatives or an Utilities Supplier shall be entitled, subject to complying with all other laws and regulations, to stop the supply of such Utilities to the Unit(s) of the defaulting Owner.
- (h) Any monies received by the Corporation arising from the sale of the defaulting Owner's Unit(s) pursuant to the Corporation's enforcement of the Utility Lien shall be applied by the Corporation in the following order of priority:
- (i) firstly, to pay and fully satisfy all outstanding charges or similar encumbrances, if any, registered against the defaulting Owner's Unit(s) which, at law, rank in priority over the Utility Lien;
 - (ii) secondly, to pay or reimburse the Corporation for all costs and expenses incurred in connection with its enforcement of the Utility Lien, and the sale of the defaulting Owner's Unit(s) thereby or thereunder, including without limitation, all legal, accounting, advertising, brokerage and other related fees, expenses and disbursements, together with all monies paid to prior encumbrancers in respect of such Unit;
 - (iii) thirdly, to pay or reimburse the Corporation for (or in respect of) the defaulting Owner's Outstanding Utilities Charges, or such portion thereof as remains unpaid, together with all outstanding interest charges accrued thereon, as well as interest accrued on the Corporation's expenses (or the Utilities Supplier's expenses, as the case may be) incurred in collecting (or attempting to collect) same, all at the aforesaid rate of 24% per annum, calculated monthly, not in advance;
 - (iv) fourthly, to pay and attempt to satisfy the claims of any subsequently registered lienholders, chargees or other encumbrancers (registered against such defaulting Owner's Unit(s) after the date of registration of the Corporation's Utility Lien), in accordance with their respective priorities pursuant to the provisions of the *Land Titles Act*, R.S.O. 1990, as amended; and
 - (v) fifthly, the surplus or residue, if any, shall thereafter be paid to the defaulting Owner, or to his or her heirs, estate trustees, successors or assigns.
- (i) Any party including without limitation, a registered mortgagee, prospective mortgagee, or Purchaser of a defaulting Owner's Unit(s) and appurtenant Exclusive Use Common Element, may request a discharge statement from the Corporation in relation to a Utility Lien. Upon receipt of payment in certified funds to the Corporation for the full amount secured by the Utility Lien registered against the defaulting Owner's Unit(s) and appurtenant Exclusive use Common Element and all applicable fees and disbursements, as set out in the discharge statement, then the Corporation shall direct its solicitor to execute and release for registration, the discharge of the Utility Lien.
- (j) Notwithstanding any other provisions of this Declaration, the Corporation and each Owner authorizes entry to the Units and the Common Elements by any of the Utilities Suppliers, its agents or its subcontractors at all reasonable times and from time to time, as deemed necessary by the Utilities Suppliers for the purposes of conducting inspection, maintenance, repair and reading of the utility meters. Work that is required within a Unit or Common Elements (including appurtenant Exclusive Use Common Elements) in order to facilitate the usage and operation of any metering system is also permitted and authorized upon not less than 24 hours' notice to the Owner of the Unit if access to the Unit is required, except in the case of emergency, whereupon no notice to the Owner is required.
- (k) Owners shall execute and deliver to the Corporation such documentation as may be required by the Corporation as and when required, in relation to the separate, check, sub metering and billing of a utility which documentation may include, without limitation, customer services agreement, customer information forms, contract(s) with the provider of a utility and/or the party monitoring the consumption of a utility and/or an assumption agreement(s) with regard to any contracts or agreements entered into by the Declarant and a Utilities Supplier. In addition Owners may be required to execute and deliver such documentation as may be required by the Corporation acknowledging that the separate, check or sub meters installed within a Unit do not form part of the Unit and instead, belong to a third party Utilities Supplier.

Section 2.4 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, amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets

of the Corporation.

- (b) No part of the reserve fund shall be used except for the purpose for which the funds were established. The reserve fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation in accordance with the Act. Interest and other income earned from the investment of money in the reserve fund shall form part of the reserve fund.

Section 2.5 Status Certificate

The Corporation shall, upon request and receipt of payment of the prescribed fee, provide the requesting party with a status certificate and accompanying documentation and information in accordance with the Act. Notwithstanding the immediately preceding sentence, 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 for any reason whatsoever, all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

ARTICLE 3 COMMON ELEMENTS

Section 3.1 General Use of Common Element Areas

- (a) Save as otherwise provided in this Declaration to the contrary, each Owner and his Responsible Parties may make reasonable use of (and has the right to enjoy) the whole or any part of the Common Elements, including without limitation, those appurtenant Exclusive Use Common Element areas allocated or appurtenant to his Dwelling Unit as set out in Schedule "F" hereto, if any, subject to any applicable conditions or restrictions set out in the Act, this Declaration, the By-Laws and Rules of the Corporation, and any agreement(s) authorized by any By-Law. However, 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 upon any portion of the Common Elements that:
- (i) 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, in any agreement(s) authorized by any By-Law, any agreements binding on the Corporation and expressly authorized or ratified by any By-Law, and any agreements entered into by the Declarant on behalf of the Corporation;
 - (ii) is likely to damage or impair the structural integrity of the Condominium or injure any person or property;
 - (iii) will unreasonably interfere with the use and enjoyment by the other Owners and residents of the Condominium; or
 - (iv) 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.

In the event that the use of the Common Elements by any Owner or his Responsible Parties contravenes any of the foregoing provisions, then such Owner shall indemnify and save the Corporation harmless from and against any and all costs, losses, damages, expenses and/or liabilities (including without limitation legal fees) that the Corporation may suffer or incur in relation to said contravention and/or the cancellation of any insurance policy arising therefrom (including without limitation, any costs incurred to redress, rectify and/or relieve said contravention), and such Owner shall also be personally liable to pay and/or fully reimburse the Corporation for any increased insurance premiums payable by the Corporation as a result of such use, and all such costs and expenses may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

- (b) No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements, impede, hinder or obstruct any right, license, privilege, easement or benefit given to any Person pursuant to (or by virtue of) this Declaration, any By-Law of the Corporation, any Rules of the Corporation, and/or any agreement(s) authorized by any By-Law of the Corporation and/or any agreements entered into by the Declarant on behalf of the Corporation.

Section 3.2 Exclusive Use Common Elements

Subject to the provisions of the Act, this Declaration, the By-Laws and the Rules passed pursuant thereto, the Owner of certain Units shall have the exclusive use and enjoyment of those parts of the Common Elements as set out in Schedule "F" attached hereto.

Section 3.3 Restrictive Access

Unless otherwise provided for in this Declaration, without the consent in writing of the Board (which consent shall not be available or provided with respect to the Declarant's marketing, sales, construction or customer service offices or areas) no Owner or his Responsible Parties shall have any right of access to those parts of the Common Elements used from time to time for utility, service or mechanical areas, building maintenance, storage, garbage or loading areas, management offices, operating machinery, the Declarant's marketing, sales, construction or customer service offices or areas, the rooftops of the Condominium (except as otherwise set out in this Declaration) or any other parts of the Common Elements used for the care, maintenance or operation of the Condominium; provided, however, that this Section 3.3 shall not apply to any first mortgagee holding mortgages on at least 30% of the Dwelling Units, who shall have a right of access for inspection upon 48 hours' notice to the Corporation.

Section 3.4 Sales Office

Notwithstanding anything to the contrary in this Declaration, and notwithstanding any Rules or By-Laws to the contrary, the Declarant and/or the Declarant's Related Entities shall be entitled to erect and maintain signs and displays for marketing/sales purposes, as well as model suites and one or more offices for marketing, sales, construction and/or customer-service purposes, upon any portion of the Common Elements (including without limitation the Amenity Space), and within or outside any unsold Units and within and at such other locations and having such dimensions as the Declarant may determine in its sole, absolute and unfettered discretion, all without any charge to the Declarant or Declarant's Related Entities for the use of the space(s) so occupied, nor for any utility service (or any other usual or customary services) supplied thereto or consumed thereby.

The Declarant, the Declarant's Related Entities, and any prospective Purchasers shall together have the right to ingress and egress upon and use of the Common Elements (including without limitation the Amenity Space) and use the Visitor Parking Spaces until five (5) years after the date that all Units in the Condominium have been sold and transferred by the Declarant.

The Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, delay, limit or restrict the access and egress of the Declarant and Declarant's Related Entities over the Common Elements of the Corporation, or prevent or interfere with the provision of utility services (or any other usual or customary services) supplied or consumed by the Declarant's signs, model suites, and marketing/sales/construction/customer-service office(s) until five (5) years after the date that all Units in the Corporation have been sold and transferred by the Declarant, whereupon the Declarant shall be entitled to remove all of the furnishings, chattels and equipment located in the said marketing, sales, construction or customer service offices and may at the Declarant's sole option and discretion leave all fixtures or attached furnishings therein to or for the benefit of the Corporation, provided that the Declarant shall be entitled at any time prior to the expiry of the aforesaid five-year period to remove any and all furnishings, chattels and equipment located in any marketing, sales, construction or customer services offices.

Section 3.5 Use of the Visitor Parking Spaces

- (a) Each of the Visitor Parking Spaces shall be used only by the visitors and guests of the Owners or occupants of Dwelling Units in the Condominium, and by the Declarant and its employees, agents, representatives, contractors and invitees, for the purposes of parking thereon only one motor vehicle per space, and each such space shall be individually so designated by means of clearly visible signs. The Visitor Parking Spaces will be maintained for the exclusive use of visitors and guests of Owners or occupants of Dwelling Units in the Condominium, subject to the Rules in force from time to time.
- (b) Where any Visitor Parking Space is also designated for handicapped parking, then such Visitor Parking Space may only be used by a disabled or handicapped visitor to this Condominium, provided that he or she holds a valid disabled parking permit that is appropriately displayed or visible in their vehicle.
- (c) None of the Visitor Parking Spaces shall be assigned, leased or sold to any Owner or to any other party, nor otherwise conveyed or encumbered. Notwithstanding the foregoing, subject to any applicable City of Markham requirements, the Declarant reserves the right to assign, lease, sell or otherwise convey or encumber the Visitor Parking Spaces to an electronic vehicle charging operator or any other party in its sole, absolute and unfettered discretion.
- (d) Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the Board, the term "**motor vehicle**", when used in the context of visitor parking, shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan, crossover, SUV or truck not exceeding 1.9 metres in height, and shall exclude any type of commercial vehicle, truck, trailer, recreational vehicle, motor-home, personal water craft, toboggans, boat and/or snowmobile (and such other vehicles as the

Board may wish to exclude from the Lands from time to time), but shall nevertheless specifically include any construction and/or loading vehicles used by the Declarant and/or any of its employees, agents, representatives, contractors or sub-contractors in the course of constructing, completing, servicing and/or maintaining this Condominium, or any of the Dwelling Units.

- (e) At the sole, absolute and unfettered discretion of the Declarant, one or more of the Visitor Parking Spaces may be equipped with electric charging stations for the use of charging electric cars.

Section 3.6 Modification of Common Elements, Assets and Services

(a) General Prohibition

Save as otherwise set out in this Declaration, no Owner or his Responsible Parties shall make any change, modification, addition, improvement or alteration whatsoever to the Common Elements or the assets of the Corporation including without limitation the Exclusive Use Common Elements, including any installation(s) thereon, nor vary, alter, modify, remove, decorate, renovate, maintain or repair any part of the Common Elements or assets of the Corporation (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 (which approval shall be in the sole, absolute and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board) and having entered into an Alteration 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 an addition, alteration, improvement or change to the Common Elements, a change in the assets of the Corporation, or a change in a service that the Corporation provides to the Owners in accordance with Section 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 66²/₃% of the Dwelling Units make a substantial addition, alteration improvement or change 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 Owners in accordance with Section 97(4), (5) and (6) of the Act. The cost of any addition, alteration, improvement or change that the Corporation makes (whether substantial or otherwise) shall form part of the common expenses.

Section 3.7 As-Built Drawings

A copy of the complete set of “as-built” architectural and structural plans and specifications for the buildings comprising this Condominium, including copies of all plans and specifications with respect to any addition(s), alteration(s), improvement(s) or renovation(s) made from time to time to the Common Elements or any portion thereof or to any Dwelling Unit(s), which required the prior written approval of the Board, shall be maintained in the office of the Corporation or the Corporation’s property Manager at all times, or at such other place as the Board may from time to time determine by resolution, for the use of the Corporation in rebuilding or repairing any damage to the Dwelling Units and/or the Common Elements (or any portion thereof), and for the use of any Owner or mortgagee of a Dwelling Unit in rebuilding or repairing any damage to any Dwelling Unit and/or Exclusive Use Common Element area appurtenant thereto.

Section 3.8 Declarant Rights

Notwithstanding anything provided in this Declaration to the contrary, and notwithstanding any Rules or By-Laws hereafter passed or enacted to the contrary, and in addition to any other rights of the Declarant or the Declarant’s Related Entities in this Declaration or otherwise, it is expressly stipulated and declared that:

- (a) the Declarant and/or the Declarant’s Related Entities 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, construction and/or customer-service program(s) with respect to any Dwelling Units in the Condominium;
- (b) the Declarant, its successors and assigns, the Declarant’s Related Entities or any person authorized by any one of them, (collectively the “**Permitted Entrants**”) shall for a period of five (5) years after the date that all Dwelling Units in the Condominium have been sold and transferred by the Declarant, be

entitled at all reasonable times, on reasonable notice (except in the case of an emergency or perceived emergency, in which event the Permitted Entrants shall have immediate entry into Dwelling Units) to enter Dwelling Units in order to make inspections or to do any work or repairs therein or thereon which may be deemed necessary by the Declarant in connection with the completion, rectification, construction or servicing of any installation, facility, or equipment in/on the Development, or which may be deemed necessary by the Declarant in connection with the registration of the Condominium, or for the purpose of effecting compliance in any manner with any subdivision, development, servicing or utility agreement or any by-law, rule or regulation of any Governmental Authority and such right shall be in addition to any rights and easements created under the Act. Notwithstanding the foregoing, in the event the Owner or occupier of the Dwelling Unit has not allowed access to the Permitted Entrants within 48 hours of written request, the Permitted Entrants may access the Dwelling Unit without any further notice and without liability on its part; and

- (c) 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 Declarant's Related Entities over the Common Elements of the Corporation (including the recreational facilities and amenities) until five (5) years after the date that all Dwelling Units in the Corporation have been sold and transferred by the Declarant, whereupon the Declarant shall be entitled to remove all of the furnishings, chattels and equipment located in the any marketing, sales, construction or customer service offices and may at the Declarant's sole option and discretion leave all fixtures or attached furnishings therein to or for the benefit of the Corporation.

Section 3.9 Pets

- (a) No animal, livestock or fowl, other than Permitted Pets (as such term is defined herein pursuant to ARTICLE 4 of this Declaration) are permitted to be on or about the Common Elements, including the Exclusive Use Common Elements.
- (b) Without limiting the generality of the foregoing, no pet that exceeds 30 lbs. in weight shall be permitted to be kept or allowed in any Dwelling Unit, the Exclusive Use Common Elements, or on or about the Common Elements.
- (c) No pet is to be left alone in or on the Common Elements, including but not limited to Exclusive Use Common Elements.
- (d) No pets are permitted to be on or about the Common Elements, including the Exclusive Use Common Elements, except for ingress to and egress from a Dwelling Unit.
- (e) Unless within the confines of a Dwelling Unit, all pets must be kept under personal supervision and control by the owner and shall be picked up or placed in a cage at all times during ingress and egress from a Dwelling Unit and while on the Common Elements within the Building. All pets must be kept under personal supervision and control of an Owner and on a leash while on the Common Elements outside of the Building.
- (f) No pet shall be left alone on the Common Elements or the Exclusive Use Common Elements, including but not limited to balconies.
- (g) Dog walking is strictly prohibited in the Common Elements within the Building, including but not limited to the underground parking lots.
- (h) Notwithstanding anything to the contrary in these Rules, no pet that is deemed by the Board in its sole and absolute discretion, to be a danger or nuisance to the residents of the Corporation is permitted to be on the or about the Common Elements or Exclusive Use Common Elements or kept as a pet in an Owner's Dwelling Unit. Within two (2) weeks of receipt of a written notice from the Board or the Manager requesting the removal of such pet, the Owner of the Unit in which the pet is kept shall permanently remove such animal from the Condominium.
- (i) No pet shall be permitted to soil or damage any part of the Common Elements whether by waste, excrement or otherwise, and in the event of same, the owner of the pet shall immediately make good such damage and effect the removal of waste and save harmless the Corporation from any expense in connection therewith.
- (j) Should a pet owner fail to clean up after his pet has soiled any part of the Common Elements or Exclusive Use Common Element, then the pet shall be deemed a nuisance and the owner of such pet shall, within two (2) weeks of receipt of written notice from the Board or the Manager, remove such

pet permanently from the Condominium.

- (k) All pets must be registered with the Board or the Manager prior to the pet entering into the Condominium. At the time of registration of a pet, the Owners must present an up to date vaccination record for the pet. As a part of the registration process, pet owners may have to pay a registration fee, in an amount to be determined in the sole, absolute and unfettered discretion of the Board, which may vary from time to time as necessary. The fee will be used to defray the costs of enforcement of this policy and the rectification of damages and wear and tear caused by pets in the Condominium.
- (l) Dog and cat owners are required to obtain and complete a kit designed for the purpose of taking a DNA sample (the “**DNA Kit**”) of such owner’s pet for identification purposes within two (2) weeks of the dog or cat being brought onto the Lands. As soon as the results of the DNA Kit is received by such Owner, then such results shall be filed with the Board and/or the Manager to be kept on file in order to aid in the enforcement of the foregoing rules regarding cleanup of excrement.
- (m) The foregoing paragraphs in this Section 3.9 shall apply to any and all pets belonging to the Owner’s visitors, guests, invitees, and Responsible Parties.

Section 3.10 Recycling and Waste Disposal Room

The Corporation shall designate and maintain a recycling and waste disposal room and will establish rules for the placing and temporary storage of garbage generated by Owners, including the manner of transferring and accumulating waste into the garbage room. Such recycling and waste disposal room is intended to be used for the purpose of temporarily storing, sorting and recycling garbage refuse from the Dwelling Units only. The Corporation shall arrange for garbage pick-up by engaging at its discretion, either municipal garbage pick-up service or private waste disposal firm to remove garbage. All costs relating to the removal of waste shall form part of the common expenses of the Corporation.

Section 3.11 Use of Multi-Purpose Room

The use of the multi-purpose room comprising part of the Common Elements shall only be used to accommodate the respective parties and/or meetings which are convened or arranged by the Declarant while it owns any unit in the Condominium, or any of the Owners and/or occupants of the Dwelling Units in the Condominium. The use of the multi-purpose room shall be subject to the terms and provisions of any applicable by-laws and regulations of the Governmental Authorities, and shall also be governed by the By-Laws, Rules and regulations of the Corporation in force from time to time. A damage deposit, together with a service and cleaning charge, may have to be paid, in advance, for each day or night of use or occupancy of the multi-purpose room, in accordance with the Rules and Regulations passed by the Board of Directors from time to time in connection therewith. In addition, a security charge covering the cost of retaining temporary security personnel to monitor the access and egress of all guests or attendees of any such party or meeting may be levied by the Board of Directors from time to time, in its sole, absolute and unfettered discretion. Notwithstanding the foregoing, no damage deposit, service and cleaning charge or security charge shall be required to be paid or posted by the Declarant under any circumstances involving its use or reservation of the multi-purpose room, nor shall any such deposit or charge be paid or posted with respect to any meeting(s) of the Board of Directors and/or the Unit Owners that has been convened for the purposes of formally conducting the business and affairs of the Condominium.

Section 3.12 Use of Property Management Office

The use of the property management office comprising part of the Common Elements shall only be used by the property Manager hired by the Corporation to manage the Condominium at no charge, and shall be subject to the terms and provisions of any applicable by-laws and regulations of the Governmental Authorities, and shall also be governed by the By-Laws, Rules and regulations of the Corporation in force from time to time.

Section 3.13 Use of Parcel Delivery Room

The Condominium may, at the sole, absolute and unfettered discretion of the Declarant include an automated parcel delivery room which may be unitized or form part of the common elements (the “**Parcel Delivery Room**”), whereby a third party contractor, at the expense of the Condominium, operates, oversees and/or manages the delivery, receipt of packages, notification to package recipients, and storage and retrieval of packages. In the event that the Declarant decides to implement the Parcel Delivery Room, the use of the Parcel Delivery Room for receiving parcel deliveries shall be mandatory for all Owners and the concierge and property Manager for the Condominium will not be responsible for receiving any parcel deliveries, nor be responsible for receipt of any parcel deliveries. Each of the Owners: (i) shall comply with

all rules and regulations of the third party contractor operating, overseeing and/or managing the Parcel Delivery Room; (ii) may have to provide confidential and personal information to the third party contractor in order to receive parcels; and (iii) may be required to use and access a smart cellphone, or other electronic devices akin to a computer or a cellphone in order to receive packages.

Section 3.14 No Smoking

Smoking of any kind (including, but not limited to tobacco, nicotine, cannabis, and marijuana), and also the use of vaporizers, e-cigarettes, pipes, water pipes, bongs and any other devices through which smoke or vapour is generated, is strictly prohibited in the Common Elements and Exclusive Use Common Elements of the Building. Except for tobacco and nicotine no other smoking shall be permitted within the Dwelling Units.

ARTICLE 4 UNITS AND EXCLUSIVE USE COMMON ELEMENT AREAS

Section 4.1 General Use of Units

- (a) 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 upon any portion of the Dwelling Units that:
- (i) will involve the operation of machinery or equipment with resulting transmission of noise and vibration to other Units or the Common Elements or which activity results in the discharge of smell/odour, undue disturbance, noise, or vibrations emanating from such Dwelling Unit into other Dwelling Units or the Common Elements;
 - (ii) 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, in any agreement(s) authorized by any By-Law and any agreements binding on the Corporation and expressly authorized or ratified by any By-Law, and any agreements entered into by the Declarant on behalf of the Corporation;
 - (iii) will result in a contravention of any laws of any Governmental Authority having jurisdiction over the Condominium;
 - (iv) is likely to damage or impair the structural integrity of all or any part of the Condominium, or injure any person;
 - (v) will unreasonably interfere with the use and enjoyment by the other Owners or their Responsible Parties of their Dwelling Units or of their Exclusive Use Common Element areas;
 - (vi) negatively impacts the esthetic appearance of the Condominium or any portion thereof;
 - (vii) obstruct access to any utility or other easements or public services;
 - (viii) encroach on Common Elements or another Owner's Dwelling Unit or Exclusive Use Common Element; or
 - (ix) 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.

In the event that the use of a Dwelling Unit by any Owner or his Responsible Parties contravenes any of the foregoing provisions, then such Owner shall indemnify and save the Corporation harmless from and against any and all costs, losses, damages, expenses and/or liabilities that the Corporation may suffer or incur as a result of said contravention and/or the cancellation of any insurance policy arising therefrom (including without limitation, any costs incurred to redress, rectify and/or relieve said contravention), and such Owner shall also be personally liable to pay and/or fully reimburse the Corporation for any increased insurance premiums payable by the Corporation as a result of such Owner's use, and all such costs and expenses may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

- (b) No one shall, by any conduct or activity undertaken in or upon any part of any Dwelling Unit, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to (or by virtue of) this Declaration, any By-Law of the Corporation, any agreement(s) authorized by any By-Law of the Corporation and/or any agreements entered into by the Declarant on behalf of the Corporation.

- (c) The Owner of a Dwelling Unit shall comply and shall require his Responsible Parties to comply with the Act, this Declaration, the By-Laws, the Rules any agreement(s) authorized by any By-Law and any agreements binding on the Corporation and expressly authorized or ratified by any By-Law and/or any agreements entered into by the Declarant on behalf of the Corporation, and the laws of any Governmental Authority having jurisdiction over the Condominium.
- (d) Save as otherwise provided in this Declaration to the contrary, no Owner or his Responsible Parties, other than the Declarant shall make any structural change, modification, addition or alteration in or to any Dwelling Unit, and without limiting the generality of the foregoing, to any boundary wall, load-bearing partition wall or floor, without the written consent of the Board without entering into an agreement with the Condominium which sets out that all additions, alterations, modification or improvements shall be carried out by agents, representatives or contractors retained by the Corporation at the sole cost, risk and expense of such Owner, and includes an acknowledgement and covenant by the Owner that the ongoing maintenance repairs and insurance in relation to such addition, alteration, modification or improvement shall be the sole responsibility of such Owner, and such other terms and conditions as may be satisfactory to the Board (hereinafter referred to as the “**Alteration Agreement**”). Any changes whether or not of a nature requiring the approval of the Board shall be made in accordance with the provisions of all relevant Governmental Authorities and their By-Laws, Rules, regulations or ordinances and if the approval of the Board is required, in accordance with the conditions, if any, of such approval by the Board.

Section 4.2 Occupation and Use of Dwelling Units and Exclusive Use Common Element Areas

Subject to the provisions of the Act, this Declaration, the By-Laws and the Rules passed pursuant thereto, the Owner of certain Dwelling Units shall have the exclusive use and enjoyment of those parts of the Common Elements as set out in Schedule “F” attached hereto. The occupation and use of the Dwelling Units and Exclusive Use Common Element areas shall be in accordance with the following restrictions and stipulations:

- (a) Subject to Section 4.3 below and the rights of the Declarant contained in the Declaration, each Dwelling Unit shall be occupied and used only as a private single family residential dwelling and for no other purposes; provided, however, that the foregoing shall not prevent: (i) the Declarant and the Declarant’s Related Entities from completing the Condominium, maintaining unsold Dwelling Units as models for display and sale purposes in the Condominium and otherwise maintaining construction or sales offices, displays and signs until five (5) years after all Dwelling Units have been sold and title transferred by the Declarant; and (ii) Dwelling Unit Owners from leasing Dwelling Units to tenants, on a short-term (of more 90 days or more) or long-term basis as furnished or unfurnished residential apartments and with or without ancillary cleaning or laundry services.
- (b) No animal, livestock or fowl of any kind other than two (2) general household domestic pets, being: cats, dogs, canaries, budgies, or other small caged birds, hamsters, chinchillas, ferrets, gerbils, guinea pigs, rabbits, and other small mammals that are kept in a cage at all times, or an aquarium of goldfish or tropical fish, as would be normal and acceptable as pets (considering the size and type of Dwelling Unit among other things) as determined in the sole, absolute and unfettered discretion of the Board (the “**Permitted Pets**”), shall be kept or allowed in any Dwelling Unit. No pet which is deemed by the Board or the Manager, in their sole, absolute and unfettered discretion, to be a nuisance or a danger to Owners, other residents or staff of the Condominium shall be kept by any Owner or his Responsible Parties in any Dwelling Unit. Such Owner or Responsible Party shall, within two (2) weeks of receipt of a written notice from the Board or the Manager requesting the removal of such pet, permanently remove such pet from the Condominium. No breeding of pets for sale or otherwise shall be carried on, in or around any Dwelling Unit. Notwithstanding anything contained in this Declaration, no pets are to be kept anywhere in the Condominium other than inside Dwelling Units. For the purposes of this Declaration, any animal which would prima facie, not be permitted to be kept in a Dwelling Unit pursuant to the terms of this paragraph (b), shall be deemed to compromise the safety, security or welfare of Owners and the property and assets of the Corporation and shall be deemed to constitute an unreasonable interference with the use and enjoyment of the Common Elements, Dwelling Units or assets of the Corporation.
- (c) No Owner or his Responsible Parties, without consent in writing from the Board shall install or construct any permanent or semi-permanent form of enclosure of any balcony, terrace or outdoor area forming part of the Exclusive Use Common Element, or adjoining his Dwelling Unit.
- (d) No Owner or his Responsible Parties other than the Declarant and the Declarant’s Related Entities shall, with respect to any Dwelling Unit or Exclusive Use Common Element Area, make any change, addition, modification or alteration, except for any change, addition, modification or alteration which is solely decorative in nature which is not visible from outside of the Dwelling Unit or Exclusive Use

Common Element Area, without the prior written consent of the Board, which consent shall be in the sole, absolute and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board, including without limitation, the execution of an Alteration Agreement with respect to Alterations to Common Elements.

- (e) For the purposes of this subparagraph (e), “**Vertical/Horizontal Party Wall**” means a vertical or horizontal wall constructed along the boundary between two Dwelling Units shown in the Description as a vertical plane. Save and except for the Declarant and the Declarant’s Related Entities who will not need the consent of the Board, where and to the extent that concrete, concrete block or masonry portions of walls/floors/ceilings or columns located within the Dwelling Unit are not load-bearing walls or columns, and contain no service conduits that service any other Dwelling Unit or the Common Elements, an Owner may, with prior written consent of the Board which may attach any reasonable condition to its consent, including obtaining the approval of the insurer of the Condominium and the Owner’s written agreement to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims, and/or liabilities which the Corporation may suffer or incur as a result of or in connection with such work:
- (1) erect, remove or alter any internal walls or partitions within his or her Dwelling Units; or
 - (2) where he/she is the Owner of two or more adjoining Dwelling Units, erect, remove or alter along all or part of those portions of the vertical or horizontal boundaries of each of such adjoining Dwelling Units shown in the Description as a line or plane, any Vertical/Horizontal Party Wall between his or her Dwelling Unit and such adjoining Dwelling Unit, or any soundproofing or insulating material on his or her Dwelling Unit side of such Vertical/Horizontal Party Wall.
- (ii) Prior to performing any work which an Owner is entitled to perform pursuant to clause (i) above, the Owner shall lodge with the Board the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer certifying that if the work is carried out in accordance with the drawings, specifications and data so lodged with the Board, the structural integrity of the Common Elements will not be impaired and such work will not interfere with or impair any structure where there is functioning or operating machinery and equipment which is part of the Common Elements. The forgoing shall not apply to the Declarant and Declarant’s Related Entities.
- (iii) All work performed under clause (i) above shall be carried out in accordance with:
- (1) the provisions of all relevant municipal and other governmental laws, by-laws, rules, regulations and ordinances;
 - (2) the provisions of the By-Laws of the Corporation and the conditions, if any, of approval by the Board; and
 - (3) the drawings, specifications and data lodged with the Board.
- (iv) Forthwith following completion of any work which an Owner is entitled to perform pursuant to clause (i) above, the Owner shall deliver a further certificate from the said architect and/or structural engineer, certifying that the work has in fact been completed in accordance with the drawings, specifications and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any structure or the functioning or operation of any machinery and equipment which is part of the Common Elements; or failing such certification, specifying in reasonable detail the reasons why such certification cannot be made. The forgoing shall not apply to the Declarant and Declarant’s Related Entities.
- (v) Notwithstanding the removal of the whole or any portion of any demising or partition wall or floor/ceiling as aforesaid, save and except for any Dwelling Unit which is unsold and owned by the Declarant, the adjoining Dwelling Units thereto shall still constitute two separate Dwelling Units, as illustrated in the Description and all rights and obligations of the Owner of the said two adjoining Dwelling Units, whether arising under the Act, this Declaration, the By-Laws or the Rules shall remain unchanged.

- (vi) All costs incurred by the Corporation relating to the work which the Owner is entitled to perform pursuant to this subparagraph (e) will be at the Owner's expense and collected in the same manner as common expenses.
- (f) No change is to be made in the colour of any exterior glass, window, door or screen of any Dwelling Unit except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls (including within or on any balcony, terrace or outdoor patio area which is visible to the outside), including awnings and/or storm shutters, doors or windows of the Building, nor shall any type of plant, shrubbery, flower, vine or grass be permitted outside any Dwelling Unit, except with the prior written consent of the Board, and further, when approved, subject to the Rules. No clothesline or similar device shall be allowed on any portion of the Condominium nor shall clothes or other laundry be hung anywhere in or on the Common Elements, including any Exclusive Use Common Elements. Subject to Board approval as hereinbefore noted, all shades, awnings or other window coverings shall be white on the outside and all draperies shall be lined in white to present a uniform appearance to the exterior of the Condominium.
- (g) Other than satellite dishes, antennas, or other communications-related devices or systems which may be installed by the Declarant on the roof or exterior of the Condominium no other exterior aerial, antenna or satellite dish shall be placed on the Condominium unless the Board consents in writing to the said antenna, aerial or satellite dish, which consent shall be in the sole, absolute and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board.
- (h) No signs, advertisements or notices of any type, size or kind shall be inscribed, painted, affixed, attached, hung or displayed on any part of the Dwelling Unit or Exclusive Use Common Element Area which shall be visible outside of such Dwelling Unit or Exclusive Use Common Element Area without the prior written consent of the Board, provided that this restriction shall not apply to the Declarant or its Related Parties.
- (i) In the event that the Board determines, in its sole discretion, acting reasonably that any noise, odour or offensive action is being transmitted from a Dwelling Unit or Exclusive Use Common Element area to another Dwelling Unit, another Dwelling Unit's Exclusive use Common Element Area or the Common Elements and that such noise, odour or offensive action is an annoyance and/or a nuisance and/or disruptive (regardless of whether the Dwelling Unit or Exclusive Use Common Element Area is adjacent to or wherever situated in relation to the offending Dwelling Unit), then the Owner of such Dwelling Unit shall at his or her own expense take such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the Board. In the event that the Owner of such Dwelling Unit fails to abate the noise, odour or offensive action, the Board shall take such steps as shall be necessary to abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or offensive action, which expenses are to include the solicitor's fees incurred by the Corporation on a substantial indemnity basis.
- (j) Notwithstanding anything contained in this Declaration to the contrary, no person shall bring onto, place, affix, erect or install on or within any balcony, patio or terrace area of an Owner's Exclusive Use Common Element Area, any object, material or thing that exceeds the permissible load(s) set forth or contemplated in the structural plans or specifications of the Condominium.
- (k) Barbeques may not be used in an Owner's Exclusive Use Common Elements or in any Dwelling Units.
- (l) Smoking of any kind (including, but not limited to tobacco, nicotine, cannabis, and marijuana), and also the use of vaporizers, e-cigarettes, pipes, water pipes, bongs and any other devices through which smoke or vapour is generated, is strictly prohibited in the Common Elements and Exclusive Use Common Elements of the Building. Except for tobacco, and nicotine no other smoking shall be permitted within the Dwelling Units.

Section 4.3 Leasing of Dwelling Units

- (a) Other than the Declarant with respect to any unsold Units, no owner shall be permitted to lease or rent any Dwelling Unit(s) for a period or term of less than 90 days, excluding any renewal or extension periods. Any lease or tenancy granted by an Owner, or any sublease by any subtenant, of any Dwelling Unit shall be for a minimum term of 90 days not including any renewals thereof. Any lease or tenancy of any Dwelling Unit for an initial term of less than 90 days shall be void. The Owner shall be obligated to terminate any such lease which is for a term of less than 90 days. The leasing of a Dwelling Unit on a daily or weekly basis is strictly prohibited.
- (b) Where an Owner leases his Dwelling Unit, the Owner shall within 10 days of entering into a lease (which term includes offer to lease) or a renewal thereof:

- (i) notify the Corporation that the Dwelling Unit is leased;
 - (ii) provide the Corporation with the tenant's name, the Owner's address and a copy of the lease or renewal or a summary of it in the form prescribed by Section 40 of Regulation 49/01 to the Act; and
 - (iii) provide the tenant with a copy of the Declaration, By-Laws and Rules of the Corporation.
- (c) If a lease of a Dwelling Unit is terminated and not renewed, the Owner of the Dwelling Unit shall notify the Corporation in writing within 10 days of termination.
- (d) No tenant shall be liable for the payment of Common Expenses unless notified by the Corporation that the Owner is in default of Common Expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the Common Expenses and shall pay the same to the Corporation.
- (e) Any Owner leasing his Dwelling Unit shall not be relieved thereby from any of his obligations with respect to the Dwelling Unit, which shall be joint and several with his tenant.
- (f) No Owner shall lease his Dwelling Unit unless he delivers to the Corporation a covenant or agreement signed by the tenant in favour of the Corporation, to the following effect:
- "I acknowledge and agree that I, and my servants, agents, tenants, family, invitees and licensees from time to time will, in using the Dwelling Unit rented by me and the Common Elements, comply with the Condominium Act, the Declaration, the By-Laws of the Condominium, all Rules of the Condominium, any agreements entered into by the Declarant on behalf of the Corporation, and any agreement(s) authorized by the By-Laws of the Condominium, during the entire term of my tenancy, and will be subject to the same duties imposed by the above as if I were an Owner, except for the payment of Common Expenses unless otherwise provided by the *Condominium Act, 1998*, as amended."
- (g) The Declarant and each of the Owners shall have the right to lease or rent their respective Dwelling Units from time to time, for any duration, on any number of occasions, within any given period of time, and whether in a furnished or unfurnished state, without the consent of the Corporation or the Board thereto, and without any restrictions or conditions being imposed with respect thereto, save and except for those set forth in the preceding Section 4.3(a) to Section 4.3(f), inclusive hereof which restrictions shall only apply to the Owners and not to the Declarant.
- (h) The Corporation shall not, either directly or indirectly, restrict, limit, or interfere with (nor place any conditions upon) the right of the Declarant or any unit Owner(s) to lease or rent such Owner's Dwelling Unit, either on a short term (of 90 days or more) or long term lease/licence arrangement, and whether in a furnished or unfurnished state, and any By-Law or Rule hereafter passed or enacted which purports to do so shall be deemed and construed to be ultra vires and unenforceable.
- (i) The term of any lease of a Parking Unit, EV Parking Unit, or Locker Unit, shall terminate immediately upon the tenant ceasing to occupy a Dwelling Unit.
- (j) Notwithstanding anything to the contrary in this Declaration, the Declarant shall have the right to lease any Units owned by the Declarant for periods of less than 90 days and shall have the right to lease, sell and/or transfer Parking Units, EV Parking Units, and/or Locker Units, separately from any Dwelling Unit to any person.

Section 4.4 Occupation and Use of Parking Units and EV Parking Units

- (a) Each Parking Unit and EV Parking Unit (if any) shall be occupied and used only as a private parking space and without restricting any wider definition of motor vehicle as may hereinafter be imposed by the Board, "motor vehicle" when used in the context of Parking Units shall be restricted to private passenger automobiles, station wagons, mini-vans, SUVs or trucks not exceeding 1.9 metres in height. It shall be the responsibility of the Owners to ensure that their vehicles can be properly operated and/or parked in the parking structure within the Condominium. The Owners of Parking Units and EV Parking Units shall not permit any portion of any motor vehicle parked within a Parking Unit or EV Parking Unit to protrude beyond the boundaries of the Parking Unit or EV Parking Unit and encroach upon any portion of the Common Elements or upon any other Unit.
- (b) Each Owner of a Parking Unit shall maintain his Parking Unit or EV Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of the Parking Units and EV Parking Units.

- (c) Subject to Section 4.3(j) hereof and the requirements of any applicable Governmental Authority, any or all of the Parking Units and EV Parking Units may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, any sale, transfer, assignment or other conveyance of any Parking Unit shall be made only to the Declarant, to the Corporation or to any Owner of a Dwelling Unit in the Condominium. Parking Units and EV Parking Units may be leased to tenants, in actual occupation of Dwelling Units in the Condominium for a term not exceeding the term of the tenant's lease of the Dwelling Unit. Any instrument or other document purporting to affect a sale, transfer, assignment, lease or other conveyance of any Parking Unit or EV Parking Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever.
- (d) The Declarant, at its option, shall have the right to use and allow the Declarant's Related Entities and its sales staff, authorized personnel, customers or any prospective Purchaser or tenant to use any unsold Parking Unit or EV Parking Unit which right shall continue until such time as all Units have been sold and conveyed.
- (e) Notwithstanding the provisions of this Section 4.4, in the event that the Corporation becomes the Owner of any of the Parking Units or EV Parking Units, the Board may, from time to time, designate the said Parking Units for alternate uses, provided that such alternate use is in compliance with the requirements and by-laws of the applicable authorities and has been approved by the requisite number of Owners at a meeting duly called for that purpose.
- (f) The Owner of an EV Parking Unit shall be responsible for installing, maintaining and repairing the charging station which is to be attached to the electrical rough-in installed by the Declarant. The installation, maintenance, repair to and use of such charging station if not installed by the Declarant, shall be arranged by the Owner with a licensed electrician approved by the Board.

Section 4.5 Occupation and Use of Locker Units

- (a) Each Locker Unit may only be used for the storage of non-combustible and non-hazardous materials, which materials shall not constitute a danger or nuisance to the residents of the Corporation, the Units or the Common Elements. The Board may, from time to time, restrict the categories of items that may be stored or used in the Locker Units which (in the opinion of the Board or the Condominium's property Manager, acting reasonably) may cause a nuisance or danger to the other Owners, the Units or the Common Elements. However, the Declarant shall not be prevented from storing any items within or using the Locker Units owned by it, in any manner and/or for any purposes not expressly prohibited by the applicable zoning by-laws or regulations of any Governmental Authorities. The contents of the Locker Units are the responsibility of the Owners and the Corporation is not responsible for changes in temperature or humidity of Locker Units.
- (b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel, customers or any prospective Purchaser or tenant to use any unsold Locker Unit which right shall continue until such time as all Units have been sold and conveyed.
- (c) Any or all of the Locker Units may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, any sale, transfer, assignment or other conveyance of any Locker Unit shall be made only to the Declarant, to the Corporation, or to any Owner of a Dwelling Unit in the Condominium.
- (d) Locker Units may be leased to tenants in actual occupation of Dwelling Units in the Condominium for a term not exceeding the term of the tenant's lease of the Dwelling Unit. Any instrument or other document purporting to affect a sale, transfer, assignment or other conveyance of any Locker Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever.
- (e) Notwithstanding the provisions of this Section 4.5, in the event that the Corporation becomes the Owner of any of the Locker Units, the Board may, from time to time, designate the said Locker Units for alternate uses, provided that such alternate use is in compliance with the requirements and by-laws of the applicable authorities and has been approved by the requisite number of Owners at a meeting duly called for the purpose.

Section 4.6 Restrictions on Parking Units, EV Parking Units and Locker Units

Save and except for Parking Units, EV Parking Units and Locker Units owned by the Declarant, which may be sold, leased, charged, assigned, transferred or encumbered as the Declarant (or its successors and assigns) may in its absolute and unfettered discretion determine, the ownership, sale, leasing, charging, assignment, transfer or other conveyance or encumbrance of any Parking Unit, EV Parking Unit or Locker Unit shall be subject to the following restrictions and limitations:

- (a) no one shall retain ownership of any Parking Unit, EV Parking Unit or Locker Unit after he has sold and conveyed title to his Dwelling Unit;
- (b) any sale, transfer, assignment or other conveyance of any Parking Unit, EV Parking Unit or Locker Unit shall be made only to the Declarant or to the Corporation or to any other Owner of a Dwelling Unit;
- (c) any lease of any Parking Unit, EV Parking Unit or Locker Unit shall be made only to the Declarant, the Corporation or to any other Owner or tenant of a Dwelling Unit, provided however that if any Parking Unit, EV Parking Unit or Locker Unit is so leased to a tenant of a Dwelling Unit, then the term of such lease shall not extend beyond the term of the tenancy in respect of such Dwelling Unit; and
- (d) any instrument or other document purporting to effect a sale, transfer, assignment, mortgage, lease, or other conveyance of any Parking Unit, EV Parking Unit or Locker Unit in contravention of any of the foregoing shall be automatically null and void and of no force or effect whatsoever and any lease of any Parking Unit, EV Parking Unit or Locker Unit shall automatically.

Section 4.7 Handicapped Parking Units

Parking Units ● on Level ●, Parking Unit ● on Level ● and Parking Unit ● on Level ● are each designated for the use of a person with a disability (hereinafter, a “**Handicapped Parking Unit**”) and shall be subject to the following:

- (a) In the event that a “disabled person” or “person with a disability” (a “disabled person” or “person with a disability” is in this Section 4.7 called a “Disabled Person”) as defined in the regulations enacted pursuant to the *Highway Traffic Act* (Ontario), as amended from time to time (the “HTA”) who has been issued a disabled person parking permit pursuant to the HTA (a disabled person or person with a disability who has been issued a disabled person parking permit pursuant to the HTA which is still in force is in this Section 4.7 called a “**Disabled Driver**”), including a driver whose licence plate incorporates the international symbol of access for persons with a disability and issued by another jurisdiction, purchases or leases a Dwelling Unit and a Parking Unit which is not designated for the use of a Disabled Person, the Owner or any person occupying a Handicapped Parking Unit shall (if not a Disabled Person), upon notice from the Corporation and at the request of the Disabled Driver, exchange the right to occupy a Handicapped Parking Unit with the Disabled Driver for the Parking Unit which was purchased or leased by the Disabled Driver, said exchange of the right to occupy said space to continue for the full period of the Disabled Driver's ownership or lease of a Dwelling Unit.
- (b) When a Disabled Driver requests an exchange of occupancy rights for a Handicapped Parking Unit, the Corporation shall forthwith notify the Owner of and any person occupying the Handicapped Parking Unit and the Owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice provided said owner or occupant is not a Disabled Person.
- (c) No rent charges, fees or costs whatsoever shall be charged by the Owner.

Section 4.8 Occupation and Use of Guest Unit

The Guest Unit shall be used, subject to availability, to provide overnight accommodation for the guests of Owners and tenants of the Dwelling Units and a rental fee together with a service and cleaning charge will be required to be paid, in advance for each night of occupancy of a Guest Unit in accordance with the Rules. Alternatively, the Guest Unit may be available for such other uses including residential uses, as permitted by the applicable Governmental Authorities having jurisdiction. The use of the Guest Unit shall be subject to the terms and provisions of all applicable municipal by-laws and regulations, any agreement(s) entered into by the Corporation with any management/cleaning firm pertaining to same and the Rules. The Corporation may at its sole, absolute and unfettered discretion choose to require a security

deposit prior to providing such accommodation. Information about applicable fees for the booking and use of the Guest Unit may be found in the Budget for the Corporation.

Section 4.9 Smart Entry System

In the event that the Declarant, at its sole, absolute and unfettered discretion, outfit each entrance to the Dwelling Unit and to the Building and its common areas with an electronic device activated entry system (“**Smart Entry System**”), such Smart Entry System shall require the Owners to use an electronic device akin to a cellphone or, a card akin to a credit card which is compatible with the Smart Entry System (the “**Device**”) to allow entrance by the Owner into the Building and the Dwelling Unit. In the event that the Smart Entry System is implemented in the Condominium, then exterior entrances to the Building and entrance to Dwelling Units shall require the mandatory use of a Device and each of the Owners are solely responsible for obtaining and/or accessing a compatible Device to enter the Dwelling Unit and the Building, at the Purchaser’s sole cost.

ARTICLE 5 MAINTENANCE AND REPAIRS

Section 5.1 Maintenance and Repair of Unit and Exclusive Use Common Element by Owner

Each Owner shall maintain his Dwelling Units and Exclusive Use Common Elements in a clean and good condition, and subject to the provisions of the Act and of this Declaration, each Owner is to repair his Dwelling Unit after damage, all at his own expense. Each Owner is responsible for all damages to any and all other Dwelling Units and the Condominium, which are caused by the failure of the Owner to so maintain and repair his/her/its Dwelling Unit. Without limiting the generality of the foregoing, each Owner shall:

- (a) maintain and repair the Dwelling Unit(s) at his own expense subject to the provisions of the Declaration and the Act;
- (b) maintain the terrace, patio and/or balcony of the Exclusive Use Common Elements in a clean and slightly condition;
- (c) maintain all planters situate wholly or partly within an Owner’s Exclusive Use Common Element. Each Owner or his Responsible Parties shall be responsible for watering and maintaining all flowers, plants, planter boxes, trees, shrubs and other landscaping features located within the Exclusive Use Common Element in accordance with standards prescribed by the Corporation. Owners shall select plant materials which enhance the appearance of the Condominium. The Board shall have the right to require the removal of anything which contravenes this provision, it being the intent of Corporation to maintain an aesthetically appealing and uniform appearance with respect to the Condominium. If an Owner is in default of any of his obligations herein, then the Corporation reserves the right (but shall not have the obligation) to perform any of the Owner’s obligations and all costs and expenses incurred by the Corporation in connection therewith shall be paid by the defaulting Owner forthwith after written demand. Such amounts may be added to the monthly contribution toward Common Expenses applicable to such Owner and shall be treated in all respects as Common Expenses applicable to such Owner and shall be recoverable as such (with corresponding lien rights in favour of the Condominium);
- (d) be responsible for damage to any part of the Condominium including without limitation the Exclusive Use Common Element adjoining the Owner’s Dwelling Unit, which are caused by the Owner or his Responsible Parties save and except for damages for the cost of repairing same may be recovered under any policy of insurance held by the Corporation provided that the Owner shall be responsible for paying any deductibles and any other costs incurred by the Corporation which is not covered under the policy of insurance. All such repairs shall be carried out by the Corporation (other than damage limited to the interior of the Dwelling Unit) at the sole expense of the Owner, save and except for the costs of repair, which may be recovered under any policy of insurance held by the Corporation provided that the Owner shall be responsible for paying any deductibles and any other costs incurred by the Corporation which is not covered under the policy of insurance;
- (e) clean and maintain the interior surfaces of windows and doors to the Dwelling Unit and maintain and clean the exterior surfaces of windows and doors of the Dwelling Unit that are accessible by the Owner through the Dwelling Unit;
- (f) be responsible for the cost of maintaining and repairing the fan-coil unit (including the fans, coils, filters, valves, pumps, controls etc., and all equipment appurtenant thereto) comprising all or part of the heating and/or cooling system servicing his or her Dwelling Unit (hereinafter collectively referred to as each dwelling unit's "**Heating/Cooling System**"), irrespective of whether same is installed or located within or beyond the boundaries of the Dwelling Unit, as more particularly set out in Schedule "C" of

this Declaration, provided however that all maintenance and repair work undertaken in connection therewith shall be arranged by the Corporation, and shall be carried out exclusively by the Corporation's authorized agents, representatives, employees and/or retained contractors or subcontractors, but shall be wholly paid for by the affected Unit Owner immediately upon receipt by such Owner of an invoice from the Corporation for such work. In the event such invoice is not paid by the Owner when due, then the provisions of Section 6.1 shall apply. Each Owner shall accordingly notify the Corporation or the Condominium's property Manager regarding any needed maintenance and/or repair work to such owner's Heating/Cooling System, and shall allow the Corporation's authorized agents, representatives, employees and/or retained contractors or subcontractors, access thereto at all reasonable times in order to carry out said work. The decision to replace any component associated with any such heating, air-conditioning and ventilation equipment, if any, shall be at the sole discretion of the Board or its agent;

- (g) be responsible for cleaning and sweeping of and keeping in a clean and orderly condition, any and all areas forming part of an Owner's Exclusive Use Common Element including without limitation any balcony, porch or terrace. No Owner may alter or repair any Exclusive Use Common Element Area including without limitation any balcony, patio or terrace area (or any portion of the exterior window glazing) nor alter or change the colour, texture and/or materials constituting same without the prior written consent of the Board). Each Owner shall forthwith upon occurrence of any required repair or maintenance to any area forming part of an Owner's Exclusive Use Common Element notify the Corporation in writing thereof. Upon the Corporation's request, each Owner shall provide access to the Exclusive Use Common Element of such Owner, to the Corporation's authorized representatives, servants, agents or contractors for the purposes of facilitating and/or expediting any requisite maintenance or repair made to same or to any other Dwelling Unit or the Common Elements. Notwithstanding anything else contained in this Declaration, the Corporation shall be responsible for maintaining and repairing an Owner's Exclusive Use Common Elements;
- (h) an Owner shall be permitted, upon approval by the Board, to install tile or floor covering which is impermeable to water or bonded to the concrete floor of any balcony, terrace or porch areas forming part of an Owner's Exclusive Use Common Element so as to prevent moisture or water penetration onto the concrete surface, and incorporates proper details such as drains and/or balcony rail anchors and upturns and downturns at the balcony perimeter. Prior to consenting to the installation of any such tile or floor covering, the Board may require the Owner to undertake to perform such works to the standards and specifications provided by the Board to the Owner, and may further require the Owner to engage a contractor or workmen from a list provided by the Board. In the event that any such installation of tile or floor covering of an Owner's Exclusive Use Common Element needs to be removed or replaced in order to accommodate any requisite repair work to the Common Elements, then the cost of such removal and/or replacement shall be borne solely by the Owner;
- (i) with respect to any other landscaping materials or elements constructed, erected or installed by the Declarant on or within any Exclusive Use Common Element balcony, patio or terrace area, the Owner shall be responsible for the cleaning, removal of debris, and removal of weeds from such other landscape materials or elements;
- (j) maintain the bathtub enclosures, tiles in the bathroom areas and tiles, exhaust fans located in the kitchen of the Dwelling Unit;
- (k) maintain his Parking Unit, Locker Unit and EV Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provisions in its annual budget for the cleaning of such Units; and
- (l) maintain and repair the electrical charging station installed for the Owner's EV Parking Unit, provided that prior to any works or repairs being undertaken, the Owner shall obtain the written consent of the Board, and the Board may as a condition of providing its consent, require that all such repairs and works be carried out by the Corporation or its agents, at the sole expense of the Owner.

If an Owner is required to make any repairs pursuant to this Section to equipment, areas, systems, or component which is not fully accessible to the Owner from his/her Dwelling Unit, then such Owner shall not undertake such repairs, and shall instead notify the Corporation of the required repair and shall provide reasonable access in, through, to, or from such Owner's Dwelling Unit to the Corporation or the Corporation's authorized agents, representatives, employees and/or contractors in order to facilitate such repairs by the Corporation, which work shall be carried out at the sole cost and expense of the Owner.

Section 5.2 Responsibility of Owner for Damage

Each Owner shall be responsible for all damage to any and all other Dwelling Units and to the Common Elements including the Exclusive Use Common Elements, which are caused by the Owner or his Responsible Parties, 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 provided that the Owner shall be responsible for paying any deductibles and any other costs incurred by the Corporation which is not covered under the policy of insurance.

Section 5.3 Corporation May Make Repairs

The Corporation shall make any repairs that an Owner is obligated to make and that he does not make within a reasonable time or in an emergency situation such repairs may be forthwith made by the Corporation or the Corporation may otherwise enforce the terms of or compliance with the Declaration, and in such an event or events an Owner shall be deemed to have consented to have repairs done to his Dwelling Unit by the Corporation and shall also consent to any enforcement of the Declaration by the Corporation, and an Owner shall reimburse the Corporation in full for the costs of such repairs and enforcement, including any legal or collection costs incurred by the Corporation in order to collect the costs and repairs, and all such sums of money are to bear interest at the Prime Rate of interest of the Corporation's banker plus 5% per annum, calculated and compounded monthly not in advance, or such other interest rate as may be established, from time to time, by the Board. The Corporation may collect all such sums of money in such instalments as the Board may decide upon, which instalments shall be added to the monthly contributions towards the Common Expenses of such Owner, after delivery of notice from the Corporation thereof. All such payments are to be additional contributions towards the Common Expenses and recoverable as such.

Section 5.4 Maintenance and Repairs by the Corporation

The Corporation shall, subject to the provisions of this Declaration and the Act, be responsible for the maintenance and repair of the Common Elements including but not limited to the following:

- (a) repair and maintenance of the roof and exterior walls of all buildings in the Condominium;
- (b) (save as otherwise specifically provided in this Declaration to the contrary), maintain, and repair, the Common Elements, Exclusive Use Common Element terraces, balconies, terraces and/or porches (other than any improvements to, and/or any facilities, services or amenities installed by any Unit Owner). In order to maintain a uniformity of appearance throughout the Corporation, the Corporation's duty to maintain and repair shall extend to all exterior surfaces of doors and door locks which provide access to the Dwelling Units, exterior door frames, exterior window frames and all exterior window surfaces, and any exterior perimeter fences erected by the Declarant along the boundaries of the Condominium. This duty to maintain and repair shall extend to all doors which provide access to the Dwelling Units, all windows (except the cleaning of the interior surface of all windows in a Dwelling Unit and the exterior surface of such windows which are accessible from such Dwelling Unit or from the Exclusive Use Common Element of that Dwelling Unit, which shall be the responsibility of such Dwelling Unit Owner);
- (c) maintain all outdoor landscaping comprising part of the Common Elements save and except for landscaping located within an Exclusive Use Common Element;
- (d) maintain and repair all private roadways, sidewalks, driveways, outdoor walkways comprising part of the Common Elements including without limitation, snow and ice removal, picking up debris, paving, sealing, and removal;
- (e) maintain, repair or replace all gates, perimeter fences, decorative walls, retaining walls, or other structures comprising part of the Common Elements;
- (f) maintain, repair and replace all exterior surfaces of doors, windows, door frames, window frames, skylights, save and except for the cleaning and maintenance of the exterior surfaces of doors and windows of any Dwelling Unit which are accessible by the Owner through the Dwelling Unit;
- (g) the Corporation shall be responsible for the cost of repairing and/or replacing all door locks respectively leading into (or providing access to) each of the units (as and where applicable) that were originally installed by the Declarant and keyed to the Corporation's master key entry system, unless any such lock has been damaged by any Owner, or an Owner's Responsible Parties, in which case the Corporation shall undertake and complete such repair or replacement, but the cost of same shall be borne solely by such Owner, and any such replacement lock shall likewise be keyed to the Corporation's master key entry system. No one shall be entitled to repair or replace any lock or place any additional locks on any door leading directly into (or providing access to) any of the Dwelling Units or Exclusive Use Common

Element without the prior written approval of the Board. Where such consent has been granted by the Board, said Owner and its Responsible Parties shall forthwith provide the Corporation with keys to all new locks (as well as keys to all additional locks) so installed, and all such new or additional locks shall be keyed to the Corporation's master key entry system;

- (h) maintain and repair the Parking Units, Locker Units, EV Parking Units and the Common Elements at its own expense and shall be responsible for the maintenance and repair of Exclusive Use Common Elements, however, the Corporation shall not be responsible for the maintenance and repair those parts of the aforesaid Units and Common Elements which are required to be maintained and repaired by the Owners pursuant to Section 5.1; and
- (i) maintain and repair the Smart Entry System.

ARTICLE 6 INDEMNIFICATION

Section 6.1 Indemnity

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 or his Responsible Parties to or with respect to the Common Elements and/or any 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 in which case such Owner shall be responsible for paying any deductibles payable to the insurance company on such insurance policy.

All payments to be made by an Owner pursuant to this Section shall be deemed to be additional contributions towards Common Expenses payable by such Owner and shall be recoverable as such (with corresponding lien rights in favour of the Corporation similar to the case of Common Expense arrears).

Without limiting the generality of the foregoing and notwithstanding anything contained in this Declaration to the contrary, all costs and expense (including legal fees, as well as all applicable disbursements) incurred by the Corporation by reason of a breach of the Act, this Declaration, By-Laws, and/or Rules of the Corporation in force from time to time (including a breach of any agreement authorized or ratified by any By-Law of the Corporation and any agreement entered into by the Declarant on behalf of the Corporation), committed by any Owner or his Responsible Parties shall be fully borne and paid for by (and shall ultimately be the sole responsibility of) such Owner, and such Owner shall accordingly be obliged to forthwith reimburse the Corporation for the aggregate of all such costs and expenses so incurred, failing which same shall be deemed for all purposes to constitute an additional contribution towards the Common Expenses payable by such Owner, and shall be recoverable as such (with corresponding lien rights in favour of the Corporation against such Owner's Unit, similar to the case of Common Expense arrears) and such amounts owed or owing by an Owner to the Corporation shall bear interest at the Prime Rate plus 5% per annum, calculated and compounded monthly not in advance, or such other interest rate as may be established, from time to time, by the Board from the due date until paid.

ARTICLE 7 INSURANCE

Section 7.1 Insurance Maintained by the Corporation

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance as well as insurance against such other perils or events as the Board may from time to time deem advisable, in one or more policies:

(a) "All Risk" Insurance

Insurance against "all risks" (including 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 Common Elements including any improvements or betterments;
- (ii) personal property owned by the Corporation excluding furnishings, furniture and other personal property supplied or installed by the Owners or his Responsible Parties; and
- (iii) the Units, except for any improvements or betterments made or acquired by the Owners or his Responsible Parties to any Units provided however any improvements or betterments made or acquired by the Declarant to any Units held by the Declarant and unsold shall be excluded from this exception,

in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy 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 his Responsible Parties, whether by an act or omission, causes damage to such Owner's 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 Unit. Without limiting the generality of the foregoing, it is hereby declared and stipulated that the Corporation shall also ensure that all-risk insurance has been obtained for the Shared Facilities on a full replacement cost thereof, in the event that the Declarant (prior to the establishment of the Shared Facilities committee) has failed to obtain and maintain such required insurance coverage, and all premiums and other costs and charges incurred in connection with the insurance policy for the Shared Facilities shall comprise part of the Shared Facilities Costs.

(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 shall contain the following provisions, if available and at a reasonable cost:

- (i) waivers of subrogation against the Corporation, its directors, officers, Manager, agents, employees and servants and against the Owners and his Responsible Parties, except for damage arising from arson, fraud, vehicle impact, vandalism or wilful misconduct caused by any one of the above;
- (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least 60 days prior written notice to the Corporation , if any;
- (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 Lands 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 together with boiler, machinery and pressure vessel insurance (if applicable), 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 Five Million Dollars (\$5,000,000.00) 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 his Responsible Parties.

Section 7.2 General Provisions

- (a) The insurance obtained and maintained by the Corporation may be subject to a loss deductible, which may vary in respect of the various perils insured against as advised is prudent by the Corporation's insurance advisors or manager. The Corporation's responsibility to insure against major perils (as defined in the Act) in respect of property damage to a Dwelling Unit shall be limited, to the extent permitted by the Act, to those elements comprising a standard unit to which the damaged unit belongs (the "**Standard Unit**", as defined in the By-Laws of the Corporation) and the responsibility to insure such Dwelling Unit shall not include the responsibility to insure betterments to such Dwelling Unit which are not part of the Standard Unit.
- (b) 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, shall be bound by such adjustment.

- (c) 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 Section 7.2 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.
- (d) A certificate or memorandum of 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 maintained pursuant to Section 47(2) of the Act. 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.
- (e) 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.
- (f) Where insurance proceeds are received by the Corporation or any other person other than the Insurance Trustee (as hereinafter defined), they shall be held in trust and applied for the same purposes as are specified otherwise in this Article 7.
- (g) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and in any event, at least every three 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.

Section 7.3 Indemnity Insurance

The Corporation shall obtain and maintain insurance for the benefit of directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against any liability, cost, charge or expense incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against any of the aforesaid liabilities, costs, charges or expenses incurred by them as a result of contravention of the provisions of the Act, or of a breach of their duty to act honestly and in good faith.

Section 7.4 Insurance Maintained by the Owner

- (a) It is acknowledged that the insurance provided for in Section 7.1, Section 7.2, and Section 7.3 are the only insurance required 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 cost and expense throughout the period of his/her ownership of a Unit:
 - (i) insurance on the Owner's Unit and all betterments and improvements thereto and on all furnishings, fixtures, equipment, decoration and personal property of the Owner contained within the Unit and the personal property and chattels stored elsewhere on the Condominium, including automobiles, and for loss of use and occupancy of the Unit in the event of damage. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or wilful misconduct caused or contributed by any of the aforementioned parties;
 - (ii) public liability insurance covering any liability of any Owner and his Responsible Parties, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation, with a limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence; and
 - (iii) insurance covering the deductible on the Corporation's main insurance policy for which an Owner may be responsible.
- (b) The following insurance is strongly recommended to be obtained by each Owner, at his or her sole cost and expense, although same is not mandatory:
 - (i) insurance covering additional living expenses incurred by an Owner, if forced to leave his or her Unit due to one of the hazards insured against under the Corporation's insurance

policy or under the Owner's personal insurance policy;

- (ii) insurance covering any special assessments levied against an Owner's Unit by the Corporation;
- (iii) contingent insurance coverage, in the event that the Corporation's insurance is inadequate to fully cover any particular damage or injury involving or otherwise affecting any Owner and/or his or her Dwelling Unit; and
- (iv) any other insurance deemed necessary or desirable by any Owner and his or her insurance advisors.

ARTICLE 8 DUTIES OF THE CORPORATION

Section 8.1 Duties of the Corporation

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 (which are not intended to be exhaustive), namely:

- (a) to not interfere with the supply of (and insofar as the requisite services are supplied from the Corporation's property, to cause), heat, electricity, water, gas and all other requisite utility services to be provided to the Condominium so that same are fully functional and operable during normal or customary hours of use;
- (b) to operate, maintain and keep in good repair (or cause to be operated, maintained and/or kept in good repair) as would a prudent owner of similar premises at all times, the Common Elements, including without limiting the generality of the foregoing, the Declarant's or Declarant's Related Entities' logo or hallmark of distinction which has been permanently installed or affixed by the Declarant within the Common Elements as more particularly located, illustrated, identified or otherwise referred to in the condominium Description plan filed concurrently herewith, and to ensure that no actions or steps are taken by the Corporation (or by anyone else) to remove, relocate, tarnish, deface, damage or alter (in any way or manner) the aforementioned logo or hallmark;
- (c) to enter into, abide by and comply with the terms and provisions of any outstanding subdivision, condominium, site plan, development, encroachment, easement, or similar agreements, as well enter into an assumption agreement with the Declarant, the City of Markham or other Governmental Authorities relating thereto, if so required by the Declarant, the City of Markham or other Governmental Authorities, in which the Corporation shall formally confirm its assumption of all outstanding and ongoing obligations and liabilities of the Declarant arising out of any such agreements (collectively the "**Municipal Agreements**") and indemnify the Declarant from all costs, claims damages and/or liabilities in connection with a breach by the Corporation of its duties hereunder or in the Municipal Agreements. Such Municipal Agreements may include but is not limited to, hiring or retaining professional engineers or other consultants, complete and pay for the maintenance and repair of structures including but not limited to roads, boundary fencing, berms, engineered crash wall, storm sewer systems, water mains, other services, and which Municipal Agreements may or may not be registered on title to the Dwelling Units and/or Common Elements of the Condominium;
- (d) to enter into an agreement with the Declarant immediately after the registration of this Declaration, if so required by the Declarant or the City of Markham or other Governmental Authorities pursuant to which the Corporation shall formally grant the Declarant and the Declarant's Related Entities a license or if required by the Declarant an easement, to enter upon the Common Elements for the purposes of complying with all of the terms and provisions of the Municipal Agreements, which license or easement shall automatically expire upon the completion and fulfillment of all obligations of the Declarant thereunder (but in no case later than 21 years following the registration of this Declaration, in order to obviate any contravention of the subdivision control and part-lot control provisions of the *Planning Act* (Ontario), as amended) and which license shall be duly authorized by a By-Law;
- (e) to grant, immediately after the registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers, cable television operators, telecommunications service providers, or other service provides over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of Utilities, cable television and internet lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of Utilities, cable television service, internet, or other services to the Condominium and Dwelling Units and for such purposes shall enact such By-Laws or Rules as may be required to sanction the foregoing;

- (f) to comply (and insofar as possible compel the observance and/or compliance by all Owners, residents and their respective tenants and/or invitees) with all of the requirements set forth in this Declaration, the By-Laws, the Rules and any agreements authorized by the Act or any By-Law and any agreement entered into by the Declarant on behalf of the Corporation;
- (g) to take all reasonable steps to ensure that none of the trees, plants and/or landscaping materials or landscaping structures installed by the Declarant upon or within any of the Exclusive Use Common Element Areas or Common Elements (if any), are altered, removed or destroyed, and to ensure that nothing is done (or permitted to be done) which would reduce the density of the foliage and landscaping materials situate thereon, on the express understanding that if any such trees, plants and/or landscaping materials should hereafter perish or shall otherwise be required to be replaced, then the replacement trees, plants and/or landscaping materials shall (to the greatest extent reasonably possible) be of the same type, size, and maturity as those being replaced, but at no cost or charge to the Declarant therefor;
- (h) to ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner, or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the ability of the Declarant or Declarant's Related Entities to utilize portions of the Common Elements for its marketing, sale or construction programs;
- (i) to ensure that no actions or steps are taken by the Corporation, or by anyone else, which would prohibit, limit or restrict the pedestrian and/or vehicular access and egress over the roadways forming part of the Shared Facilities by the Declarant and the Owners of the Other Projects from time to time, and their respective residents, tenants and invitees from time to time, as expressly provided or contemplated in this declaration and/or as specified in the Reciprocal Agreement;
- (j) to ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner, or their respective tenants or invitees which would limit, prohibit, restrict, hinder, or interfere with the ability of another Owner or the Declarant to lease out its Dwelling Unit and appurtenant Exclusive Use Common Element as set out in Section 4.3(g);
- (k) to ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner, which would prohibit, limit or restrict the access to, egress from and/or use and enjoyment of any easement or licence granted over the Lands and by the Building or the Other Projects. The Corporation agrees to allow the Declarant and Declarant's Related Entities to make all necessary connections to the Condominium and to allow any wooden, concrete, steel or other forms or structures from the Other Projects to tie into the existing piles or structures of the Condominium and to further grant temporary easements or licences, to the Other Projects, if required by the Declarant or Declarant's Related Entities;
- (l) to ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would limit, restrict, or interfere with the rights of any adjoining land owners to effect and complete such construction, addition, alteration, maintenance, repair, improvement and/or renovation of any adjacent development (including the Other Projects) or to such Owner's Dwelling Unit, provided same are otherwise in compliance with this Declaration, easements or licenses granted to such adjoining owner by the Declarant, and applicable zoning by-laws;
- (m) to enter into all required agreements or other documentation for either direct contracting of or assumption of existing agreements relating to the supply of any Utility or the leasing of any equipment or service relating to the heating, ventilating and air conditioning systems serving the Condominium and to comply with the said agreements, including without limitation agreements between the Declarant and the Utilities Suppliers;
- (n) when the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of the *Professional Engineers Act, R.S.O. 1990*, as amended, or alternatively a certificate of practice within the meaning of the *Architects Act, R.S.O. 1990*, as amended) to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of Section 44 of the Act (the "**Performance Audit**") or if the Corporation intends to perform or cause to be performed any maintenance, repair or replacement work (which maintenance, repair or replacement work is herein called the "**Repair Work**") on the Common Elements within the first 12 months after the Declaration is registered, then the Corporation shall have a duty:
 - (i) with respect to the Performance Audit, to permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "**Performance Auditor**")

- while same is being conducted, and to provide the Declarant with a least 15 days written notice prior to the commencement of the Performance Audit;
- (ii) to permit the Declarant and Declarant's Related Entities to carry out or cause to be carried out, any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so, in its sole and absolute discretion); and
 - (iii) with respect to the Repair Work to permit the Declarant and Declarant's Related Entities to carry out or cause to be carried out any such Repair Work (if the Declarant chooses to do so, in its sole and absolute discretion) and to give the Declarant ample notice to do so.
- (o) to take all reasonable steps to collect from each Owner his proportionate share of the Common Expenses and to maintain and to enforce the Corporation's rights arising from this Declaration, against any Dwelling Unit in respect of which the Owner has defaulted in the payment of Common Expenses;
 - (p) to take all reasonable steps to ensure that check or sub-meters appurtenant to an Owner's Dwelling Unit are maintained in good working order, regularly tested and maintained and that such meters are read by the Corporation, or its representative, or the Utilities Supplier and to issue invoices to Owners for the usage of Utilities measured by such meters. The Corporation, or its representative, or the Utilities Supplier shall be permitted to issue invoices containing estimated utility usage amounts provided that at least once annually, the Corporation, its representative or the Utilities Supplier shall complete for each Dwelling Unit, an adjustment of the utility usage amount with the bulk bill received from the local utility provider;
 - (q) not to interfere with easements or rights-of way in favour of the public, for pedestrian access through the Lands;
 - (r) to take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration;
 - (s) to assume any leases, licenses, or agreements entered into by the Declarant for or on behalf of the Corporation, including without limitation the agreements relating to the management of the recreational facilities and providing recreational and lifestyle services, subject to the rights of the Corporation, if any, to terminate such agreements after Turn Over Meeting in accordance with the terms of the Act;
 - (t) to enter into or assume a management agreement entered into by the Declarant and Times Property Management Inc. appointing Times Property Management Inc. as the property Manager for the Condominium;
 - (u) to enter into an Alteration Agreement with any Owners who proposes to implement any addition, alteration or improvement to its Dwelling Unit or its appurtenant Exclusive Use Common Element which may be consented by the Board, which sets out that all additions, alterations or improvements shall be carried out by agents, representatives or contractors retained by the Corporation at the sole cost, risk and expense of such Owner, and includes an acknowledgement and covenant by the Owner that the ongoing maintenance repairs and insurance in relation to such addition, alteration or improvement shall be the sole responsibility of such Owner, and such other terms and conditions as may be satisfactory to the Board;
 - (v) to enter into the Reciprocal Agreement or enter into an assumption agreement with respect to the Reciprocal Agreement as soon as reasonably possible after the registration of the Condominium and to: (1) comply with all of the terms and conditions of such agreements, (2) take all actions reasonably necessary as may be required to fulfil the Corporation's duties and obligations pursuant to the Reciprocal Agreement, (3) compel observance and compliance with such agreements by all Owners of the Condominium and their Responsible Parties, (4) nominate two members of the shared facilities committee as set out in the Reciprocal Agreement, (5) provide for the maintenance and repair of Shared Facilities, (6) keep records related to the Shared Facilities, and (7) pay the Corporation's proportionate share of Shared Facilities Costs;
 - (w) to execute, forthwith upon the request of the Declarant at any time following the registration of this Condominium, such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the formal cessation of the Declarant's obligations and liabilities with respect to any and all agreements which have been assumed by the Corporation;
 - (x) It will be a duty of the Corporation to purchase, and it is required to accept a transfer from the Declarant (and pay the land transfer tax with respect thereto) and accept title to the three Guest Unit, being Unit

10 on Level 1 of the Building (the “**Purchased Property**”), upon the following terms and conditions:

- (i) the Corporation will pay the sum of Three Hundred and Fifty Eight Thousand Dollars (\$358,000.00) (plus HST, land transfer taxes, registration costs and legal fees), being the purchase price of the Guest Unit (collectively the “**Purchase Price**”);
 - (ii) there shall be no initial deposit paid by the Corporation to the Declarant, but the Corporation shall pay for HST, land transfer taxes, registration costs and legal fees at the time of transfer of title of the Purchased Property to the Corporation, and the balance of the Purchase Price shall be secured by a charge against the Guest Unit in favour of the Declarant or as it may in writing direct, bearing interest at the rate of 6% per annum calculated and compounded monthly, for a term of 10 years commencing on the date of registration of the mortgage and terminating on the day that is 10 years less a day after the date of registration (the “**Term**”);
 - (iii) in the first year of the Term the mortgage shall be repayable, interest only, which interest shall be accrued and paid on the first anniversary of the date of registration of the mortgage;
 - (iv) starting in the second year of the Term, the mortgage shall be repaid in blended monthly installments payable on the first day of each month, on account of principal and interest, with principal amortized over the remaining nine (9) years of the Term;
 - (v) the charge shall be fully open and shall be drawn by the Declarant’s solicitor on terms and conditions satisfactory to the Declarant including the requirement of the Corporation to execute and deliver a mortgage statement within five (5) days of written request thereof;
 - (vi) title to the Purchased Property shall be transferred to the Corporation within 60 days of registration of the Condominium or at such earlier date as the Declarant may in its discretion deem appropriate;
 - (vii) all payments to be made to the Declarant shall be made by the Corporation from the monies collected on account of Common Expenses;
 - (viii) the Corporation shall at all times after registration of the transfer of title to the Purchased Property be responsible for and pay all Common Expenses and other payments including realty taxes relating to the Purchased Property;
 - (ix) where there is any default in payment by the Corporation to the Declarant of the Purchase Price or interest thereon as and when same is due, the Declarant may give written notice to the Corporation of such default and if such default is not cured within 10 days of such written notice being given, the Declarant shall have the immediate right to exercise all rights, remedies available to it under the charge, at law or in equity; and
 - (x) the Corporation shall, if so directed by the Declarant, enter into an agreement with the Declarant containing the terms and conditions of this Section 8.1(x) and such other terms as are required by the Declarant;
- (y) in the event that any unsold Parking Units, EV Parking Units and/or Locker Units (or any other Units) retained by the Declarant are hereafter transferred and conveyed to the Corporation (either for valuable consideration or for nil consideration, and whether in conjunction with any negotiated settlement or release of any claim by or on behalf of the Condominium, or otherwise), the Corporation shall require nothing more than the electronic transfer of title thereto (and the electronic registration of all discharges in respect of any outstanding mortgages or charges encumbering same or an undertaking of the Declarant’s solicitors undertaking to discharge such mortgage within a reasonable time after the transfer, if applicable, along with satisfactory evidence that there are no outstanding arrears of realty taxes assessed against same), and without requiring or requisitioning any other documents, certificates, statutory declarations, opinions, indemnities and/or undertakings from or by (or on behalf of) the Declarant or the Declarant’s solicitors in connection therewith;
- (z) to ensure that on designated or scheduled municipal garbage pickup days only, arrangements are made for the Condominium’s garbage container bins to be moved from the garbage storage/recycling room, to a reinforced exterior concrete storage/collection pad, and that the building Superintendent or another trained person is present at all times during the removal of the garbage and refuse from this Condominium to supervise the removal of garbage;

- (aa) if applicable, to facilitate, assist and co-operate and take all action as may be required by the Declarant in order for the Declarant to attain LEED certification for the Condominium, including without limitation: (1) permitting access by the Declarant, the Declarant's Related Parties, and representatives of Governmental Authorities to the Units and the Common Elements, from time to time and at all reasonable times, (2) maintaining and repairing all Units and Common Elements in a manner which will continue, maintain or perpetuate the Condominium's LEED certification, provided that the Declarant shall not be responsible or liable in any way to any Person if the Condominium does not in fact achieve LEED certification, nor will the Declarant be responsible for maintaining any LEED certification which is attained for the Condominium;
- (bb) to file with the Registrar and remit the appropriate fees associated therewith, the initial return, turn-over return, annual return and any other returns as are required in the Act to be submitted by the Condominium, as and when required under the Act;
- (cc) to pay any fees to the Condominium Authority as may be required under the Act;
- (dd) to apply to the Condominium Authority Tribunal for the resolution of disputes prescribed in the Act between the Corporation and Owners, occupiers, mortgagees of Units in the Condominium;
- (ee) to prepare and distribute all information certificates to Owners and all other Persons entitled thereto, as and when required by the Act;
- (ff) in the event that the Declarant, in its sole, absolute and unfettered discretion, installs electrical charging stations for any Visitor Parking Spaces, then such electric charging stations shall be transferred by the Declarant to the Condominium and it will be a duty of the Corporation to purchase such electric charging stations, at a price not to exceed \$80,000.00 plus applicable taxes per electric charging station. Such purchase price shall be payable on such terms as the Declarant may determine in its sole, absolute and unfettered discretion

ARTICLE 9 GENERAL MATTERS AND ADMINISTRATION

Section 9.1 Rights of Entry

- (a) The Corporation; the Declarant, its successors and assigns, and/or the Declarant's Related Entities, (until title to all of the Dwelling Units have been transferred to the respective Owners); any insurer of the Condominium or any part thereof, its respective agents; representatives of Governmental Authorities authorized by the Declarant, and any other person authorized by the Board, shall be entitled to enter, or temporarily attach or affix cables, swing stage, scaffolding or any other equipment, mechanism or apparatus to, any Dwelling Unit or Exclusive Use Common Elements, the Common Elements, or any other part of the Condominium, 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 purposes of making inspections, adjusting losses, making repairs, maintaining landscaped Common Element areas and planters which form part of the Common Elements, cleaning exterior windows, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the Lands, carrying out any duty imposed upon the Corporation, or carrying out any other maintenance or repair work desired to be undertaken by the Corporation.
- (b) In case of emergency, an agent of the Corporation may enter a Dwelling Unit at any time and without notice for the purpose of repairing the Dwelling Unit, Common Elements or Exclusive Use Common Elements, or for the purpose of correcting any condition, which might result in damage or loss to the Condominium. The Corporation or any one authorized by it may determine whether an emergency exists.
- (c) If an Owner shall not be personally present to grant entry to his Dwelling Unit, the Corporation, or its agents, may enter upon such Dwelling 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 right and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatsoever for the care or supervision of any Dwelling Unit except as specifically provided in this Declaration and the By-Laws.
- (e) The Declarant and/or the Declarant's Related Entities, without any obligation to first obtain consent from the Board, or any Owner, shall be entitled, from time to time, to enter in and upon any Dwelling Unit owned by the Declarant or any part of the Condominium including the Common Elements (including without limitation the use of stairwells and elevators) or Exclusive Use Common Elements,

to complete any construction or maintenance work in any Dwelling Unit including, without limitation, the right to use any required machinery or equipment the Declarant deems necessary in order to complete any such work.

ARTICLE 10 SHARED FACILITIES

(a) Pursuant to the Reciprocal Agreement, until the Shared Facilities Committee (as defined in the Reciprocal Agreement), the Pavilia Park Towns shall control and govern the use, operation, maintenance and repair of the Shared Facilities, including the preparation of a Shared Facilities Budget, provided however that all such costs and expenses incurred by the Pavilia Park Towns in connection therewith shall form part of the Shared Facilities Costs, to be shared by the Pavilia Park Towns, the Condominium, and if applicable, the owner of the Commercial Development, in each of their Proportionate Shares (for the purposes of this ARTICLE 10, Proportionate Share shall have the meaning ascribed to it in the Reciprocal Agreement).

(b) The Condominium shall be obligated to pay its Proportionate Share of the Shared Facilities Costs pursuant to the terms of the Reciprocal Agreement.

(c) The Condominium shall adopt, and be bound by all decisions of the Declarant with respect to the Shared Facilities including without limitation the Shared Facilities Budget, the Shared Facilities Costs, and any works pertaining to the Shared Facilities, prior to the establishment of the Shared Facilities Committee.

(d) Upon the establishment of the Shared Facilities Committee, the manner in which the Shared Facilities are to be utilized, operated, maintained and/or repaired, as well as the preparation and submission of the Shared Facilities Budgets, shall, subject to the terms and provisions of the Reciprocal Agreement, be governed and controlled by the Shared Facilities Committee.

(e) Forthwith upon the request of the Declarant made at any time following registration of the Condominium, the Condominium shall execute a formal release of the Declarant in order to evidence and confirm the release of the Declarant's liability for any obligations under the Reciprocal Agreement in respect of the Condominium, together with such further documents and/or assurances as the Declarant may reasonably require in this regard.

(f) The Shared Facilities Committee shall be established pursuant to the Reciprocal Agreement and all recommendations and resolutions passed by the Shared Facilities Committee shall as soon as reasonably possible thereafter, be submitted for adoption, ratification, and confirmation by the Board of Directors of the Condominium, and where necessary or appropriate, by the Owners of the Condominium at an owner's meeting.

ARTICLE 11 MISCELLANEOUS

Section 11.1 Trademarks and copyright

The Declarant and/or the Declarant's Related Entities shall retain ownership, control and the right to use all names, logos, sketches, images, plans, artist renderings, and scale models associated with the Condominium. The Declarant and/or the Declarant's Related Entities shall be permitted to use same in any marketing materials or in any other manner as the Declarant or the Declarant's Related Entities may deem appropriate at any time before or after the registration of the Condominium.

Section 11.2 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 the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 11.3 Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the By-Laws or any other Rules 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.

Section 11.4 Construction of Declaration

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

Section 11.5 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.

Section 11.6 Notice

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted, may be given as follows:

- (a) to an Owner (if an individual, by giving same to him, or if a Corporation, by giving same to any director or officer of the Owner) either personally, by courier or by ordinary mail, postage prepaid, addressed to the Owner at the address for service given by the Owner to the Corporation for the purposes of notice, or if no such address has been given to the Corporation, then to such Owner at his respective Dwelling Unit address;
- (b) to a mortgagee who has notified the Corporation of its interest in any Dwelling Unit, at such address as is given by each mortgagee to the Corporation for the purpose of notice, by courier or ordinary mail, postage prepaid;
- (c) to the Corporation, by giving same to any director or officer of the Corporation, either personally, by courier or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service as hereinbefore set out; and
- (d) to the Declarant, by giving same to any director or officer of the Declarant, either personally, by courier, or by facsimile transmission, addressed to the Declarant at its address for service from time to time.

Any such notice, statement, document or other communication delivered, sent by electronic mail, or sent by fax if transmission is confirmed to be successful by a transmission report shall be deemed to have been validly and effectively given and received on the date of delivery or transmission to such other party if delivered, or sent prior to 5:00 p.m. on a Business Day, or if delivered, or sent after 5:00pm on a Business Day or if delivered or sent on a day which is not a Business Day then such notice, statement, document or other communication shall be deemed to have been validly and effectively given and received on the next Business Day. If any notice, statement, document or other communication is sent by registered mailed, then it shall be deemed to be validly and effectively given and received on the fourth day following the date of mailing; and if sent by regular mail, it shall be deemed to be validly and effectively given and received on the fourth day following the date of mailing. In the event that the post office is on strike or if postal delivery is interrupted, such notice, statement, document or other communication shall be delivered and the provisions with respect to notice by registered mail shall not be applicable.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hand of its proper officer duly authorized in that behalf on this ● day of ●, 20●.

Times 4502 Inc.

Per: _____
 Name:
 Title: President
 I have authority to bind the Corporation.

Schedule “A” - Legal Description of the Lands

In the City of Markham, formerly in the Town of Markham, in the Regional Municipality of York and in the Province of Ontario being composed of part of Block 45, Registered Plan 65M-3226, designated as PARTS 1 and 9, Plan 65R-37288.

SUBJECT TO an easement in favour of the City of Markham, formerly the Corporation of the Town of Markham over part of Block 45, Registered Plan 65M-3226, designated as PART 9, Plan 65R-37288, for the purposes as set out in Instrument LT1272429.

(Being part of P.I.N. 03029-1416 (LT) (Absolute).

NOTE:

The final boundaries of the Condominium shall be defined precisely on a Reference Plan of Survey deposited in the Land Titles Division of the Land Registry Office prior to Condominium registration. The declarant shall at its own discretion, determine the final Condominium boundaries as well as enter into agreements and accept and transfer appurtenant and servient easements to provide for access and to facilitate the servicing of this Condominium and the adjacent lands.

Schedule “B” - Consent of Encumbrancers

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

1. I (We) _____ have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act*, 1998, registered as Number _____ in the Land Registry Office for the Land Titles (or Registry) Division of _____.

OR

I (We) _____ have a mortgage registered against land owned by the declarant that is included in the property but not included in a phase, including the buildings and structures on the land, registered as Number _____ in the Land Registry Office for the Land Titles (or Registry) Division of _____.

2. I (We) consent to the registration of (this declaration/ this amendment to the declaration, which is not an amendment for creating a phase), pursuant to the *Condominium Act*, 1998, against the land or the interests appurtenant to the land, as the land and the interests are described in the Description.

3. I (We) postpone the mortgage and the interests under it to the Declarant and the easements described in Schedule “A” to the Declaration.

4. I am (We are) entitled by law to grant this consent (and postponement).

Dated this _____ day of _____, _____.

[Name of Mortgagee]

Per: _____

Name:

Title:

I have authority to bind the Corporation.

Schedule “C” – Boundaries of Units

Each Dwelling Unit, Guest Unit, Parking Unit and Locker Unit, shall, comprise the area within the heavy lines shown on Part 1, Sheets 1 to ____ both inclusive of the Description with respect to the Unit numbers indicated thereon. The monuments controlling the extent of the Units are the physical surfaces referred to immediately below, and are illustrated on Part 1, Sheets 1 to ____ both inclusive 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 DWELLING UNITS

(being Units 1 to 9 inclusive and 11 to 20 inclusive on Level 1, Units 1 to 20 inclusive on Level 2, Units 1 to 24 inclusive on Levels 3 to 29 inclusive, Units 1 to 18 inclusive on Level 30, Units 1 to 15 inclusive on Level 31, Units 1 to 14 inclusive on Level 32, Units 1 to 13 inclusive on Level 33, Units 1 to 8 inclusive on Level 34, Units 1 to 6 inclusive on Level 35 and Units 1 to 5 inclusive on Level 36).

2. BOUNDARIES OF THE GUEST UNIT

(being Unit 10 on Level 1).

- a) Each Dwelling Unit and Guest Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production.
 - ii) the lower surface and plane of the concrete ceiling slab and production.
- b) Each Dwelling Unit and Guest Unit is bounded horizontally by:
 - i) the backside surface and plane of the drywall sheathing and production on all exterior/perimeter walls separating one Unit from another Unit or from the Common Element.
 - ii) the unit side surfaces and planes of the exterior doors, door frames, windows and window frames, said doors and windows being in a closed position, and the unit side surfaces of all glass panels contained therein.
 - iii) in the vicinity of ducts, pipe spaces and concrete columns, the Unit boundaries are the backside surfaces and planes of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

3. BOUNDARIES OF THE PARKING UNITS

(being 898 Units on Levels A, B, C and/or D).

- a) Each Parking Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete garage floor slab and production.
 - ii) the plane 2.00 metres perpendicularly distant above and parallel to the upper surface and plane of the concrete garage floor slab.
- b) Each Parking Unit is bounded horizontally by one or a combination of the following:
 - i) the vertical plane established by measurement.
 - ii) the plane defined by the line and face of concrete columns and the production thereof.
 - iii) the plane defined by the centre-line of columns and the production thereof.
 - iv) the unit side surface and plane of the concrete or concrete block walls and the production thereof.
 - v) the vertical plane established perpendicular to the concrete wall and passing through the centre line of the concrete column and production thereof.

- vi) the vertical plane established by measurement and perpendicular to the concrete wall.

4. **BOUNDARIES OF THE LOCKER UNITS**

(being 767 Units on Levels 1, A, B, C and/or D).

- a) Each Locker Unit is bounded vertically by one or a combination of the following:
 - i) the upper surface and plane of the concrete floor slab and production.
 - ii) the lower surface and plane of the steel wire mesh and frame and production.
 - iii) the lower surface and plane of the concrete ceiling slab and production.
- b) Each Locker Unit is bounded horizontally by one or a combination of the following:
 - i) the unit side surface and plane of the concrete or concrete block walls, where applicable and production thereof.
 - ii) the backside surface and plane of the drywall sheathing and production thereof, where applicable.
 - iii) the unit side surface of the steel wire mesh and frame and production.
 - iv) the unit side surface of the exterior door and frame, said door being in a closed position.

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, Sheets 1 to ___ inclusive of the Description.

Dated

Ontario Land Surveyor

Reference should be made to the provisions of the Declaration itself, in order to determine the maintenance and repair responsibilities for any Unit and whether specific physical components (such as any wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

NOTE:

The declarant reserves the right to change the number of Units. The unit boundary definitions for the Units may change to reflect the “as-built” conditions at the time of registration.

January 24, 2018

Ref: 2120-28.SCC

Updated: 22-Jan-2018

Pavilia Towers
Schedule D

Building	Unit Type	Model	Size	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Building A	Dwelling Unit	A/1K+D-R	692	1	1	0.100530	x 1 =	0.100530
	Dwelling Unit	A/2M+D	1,230	2	1	0.178688	x 1 =	0.178688
	Dwelling Unit	A/2N+D	1,290	3	1	0.187404	x 1 =	0.187404
	Dwelling Unit	A/2J+D	1,096	4	1	0.159221	x 1 =	0.159221
	Dwelling Unit	A/3C	1,326	5	1	0.192634	x 1 =	0.192634
	Dwelling Unit	A/1M+D	818	6	1	0.118835	x 1 =	0.118835
	Dwelling Unit	A/1N+D	849	7	1	0.123338	x 1 =	0.123338
	Dwelling Unit	A/2L	1,117	8	1	0.162272	x 1 =	0.162272
	Dwelling Unit	A/1K+D	692	9	1	0.100531	x 1 =	0.100531
Building B	Guest Unit	B/GS-1	558	10	1	0.000001	x 1 =	0.000001
	Dwelling Unit	B/3AA	1,256	11	1	0.182465	x 1 =	0.182465
	Dwelling Unit	B/1C	622	12	1	0.090361	x 1 =	0.090361
	Dwelling Unit	B/2F	1,129	13	1	0.164015	x 1 =	0.164015
	Dwelling Unit	B/3D+D	1,380	14	1	0.200479	x 1 =	0.200479
	Dwelling Unit	B/2K+D	1,350	15	1	0.196121	x 1 =	0.196121
	Dwelling Unit	B/2C+D	956	16	1	0.138883	x 1 =	0.138883
	Dwelling Unit	B/2C+D	956	17	1	0.138883	x 1 =	0.138883
	Dwelling Unit	B/2C+D	956	18	1	0.138883	x 1 =	0.138883
	Dwelling Unit	B/ST+D	674	19	1	0.097915	x 1 =	0.097915
Dwelling Unit	B/2J+D	1,241	20	1	0.180286	x 1 =	0.180286	
Building A	Dwelling Unit	A/1J+D	692	1	2	0.100530	x 1 =	0.100530
	Dwelling Unit	A/2H+D	1,040	2	2	0.151086	x 1 =	0.151086
	Dwelling Unit	A/1H+D	666	3	2	0.096753	x 1 =	0.096753
	Dwelling Unit	A/3A	1,258	4	2	0.182755	x 1 =	0.182755
	Dwelling Unit	A/2J+D	1,096	5	2	0.159221	x 1 =	0.159221
	Dwelling Unit	A/3C	1,326	6	2	0.192634	x 1 =	0.192634
	Dwelling Unit	A/1M+D	818	7	2	0.118835	x 1 =	0.118835
	Dwelling Unit	A/1B+D	639	8	2	0.092831	x 1 =	0.092831
	Dwelling Unit	A/2B	882	9	2	0.128132	x 1 =	0.128132
	Dwelling Unit	A/1K+D	692	10	2	0.100531	x 1 =	0.100531
Building B	Dwelling Unit	B/1N+D	692	11	2	0.100530	x 1 =	0.100530
	Dwelling Unit	B/2A	835	12	2	0.121304	x 1 =	0.121304
	Dwelling Unit	B/1D+D	626	13	2	0.090942	x 1 =	0.090942
	Dwelling Unit	B/1M+D	676	14	2	0.098206	x 1 =	0.098206
	Dwelling Unit	B/2F	1,129	15	2	0.164015	x 1 =	0.164015
	Dwelling Unit	B/3D+D	1,380	16	2	0.200479	x 1 =	0.200479
	Dwelling Unit	B/3E+D	1,442	17	2	0.209486	x 1 =	0.209486
	Dwelling Unit	B/1K+D	672	18	2	0.097625	x 1 =	0.097625
	Dwelling Unit	B/2D+D	968	19	2	0.140626	x 1 =	0.140626
	Dwelling Unit	B/1N+D-R	692	20	2	0.100530	x 1 =	0.100530
Building A	Dwelling Unit	A/1F+D	648	1	3	0.094138	x 1 =	0.094138
	Dwelling Unit	A/2A	810	2	3	0.117673	x 1 =	0.117673
	Dwelling Unit	A/1H+D	666	3	3	0.096753	x 1 =	0.096753
	Dwelling Unit	A/1C+D	641	4	3	0.093121	x 1 =	0.093121
	Dwelling Unit	A/2C+D	908	5	3	0.131909	x 1 =	0.131909
	Dwelling Unit	A/1D+D	642	6	3	0.093267	x 1 =	0.093267
	Dwelling Unit	A/1E+D	644	7	3	0.093557	x 1 =	0.093557
	Dwelling Unit	A/2G	1,036	8	3	0.150505	x 1 =	0.150505
	Dwelling Unit	A/1A+D	616	9	3	0.089490	x 1 =	0.089490
	Dwelling Unit	A/1B+D	639	10	3	0.092831	x 1 =	0.092831
	Dwelling Unit	A/2B	882	11	3	0.128132	x 1 =	0.128132
	Dwelling Unit	A/1G+D	648	12	3	0.094138	x 1 =	0.094138
Building B	Dwelling Unit	B/1H+D-R	648	13	3	0.094138	x 1 =	0.094138
	Dwelling Unit	B/2A	835	14	3	0.121304	x 1 =	0.121304
	Dwelling Unit	B/1A	581	15	3	0.084405	x 1 =	0.084405
	Dwelling Unit	B/1E+D	631	16	3	0.091669	x 1 =	0.091669
	Dwelling Unit	B/2E	1,112	17	3	0.161545	x 1 =	0.161545
	Dwelling Unit	B/1J+D	670	18	3	0.097334	x 1 =	0.097334
	Dwelling Unit	B/1L+D	674	19	3	0.097915	x 1 =	0.097915
	Dwelling Unit	B/2B	905	20	3	0.131474	x 1 =	0.131474
	Dwelling Unit	B/1F+D	632	21	3	0.091814	x 1 =	0.091814
	Dwelling Unit	B/1B	595	22	3	0.086439	x 1 =	0.086439
	Dwelling Unit	B/2A-R	835	23	3	0.121304	x 1 =	0.121304
	Dwelling Unit	B/1H+D	648	24	3	0.094138	x 1 =	0.094138
Building A	Dwelling Unit	A/1F+D	648	1	4	0.094138	x 1 =	0.094138
	Dwelling Unit	A/2A	810	2	4	0.117673	x 1 =	0.117673
	Dwelling Unit	A/1H+D	666	3	4	0.096753	x 1 =	0.096753
	Dwelling Unit	A/1C+D	641	4	4	0.093121	x 1 =	0.093121
	Dwelling Unit	A/2C+D	908	5	4	0.131909	x 1 =	0.131909
	Dwelling Unit	A/1D+D	642	6	4	0.093267	x 1 =	0.093267
	Dwelling Unit	A/1E+D	644	7	4	0.093557	x 1 =	0.093557
	Dwelling Unit	A/2G	1,036	8	4	0.150505	x 1 =	0.150505
	Dwelling Unit	A/1A+D	616	9	4	0.089490	x 1 =	0.089490
	Dwelling Unit	A/1B+D	639	10	4	0.092831	x 1 =	0.092831
	Dwelling Unit	A/2B	882	11	4	0.128132	x 1 =	0.128132
	Dwelling Unit	A/1G+D	648	12	4	0.094138	x 1 =	0.094138
Building B	Dwelling Unit	B/1H+D-R	648	13	4	0.094138	x 1 =	0.094138
	Dwelling Unit	B/2A	835	14	4	0.121304	x 1 =	0.121304
	Dwelling Unit	B/1A	581	15	4	0.084405	x 1 =	0.084405
	Dwelling Unit	B/1E+D	631	16	4	0.091669	x 1 =	0.091669

Pavilia Towers
Schedule D

Building	Unit Type	Model	Size	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
	Dwelling Unit	B/2E	1,112	17	4	0.161545	x 1 =	0.161545
	Dwelling Unit	B/1J+D	670	18	4	0.097334	x 1 =	0.097334
	Dwelling Unit	B/1L+D	674	19	4	0.097915	x 1 =	0.097915
	Dwelling Unit	B/2B	905	20	4	0.131474	x 1 =	0.131474
	Dwelling Unit	B/1F+D	632	21	4	0.091814	x 1 =	0.091814
	Dwelling Unit	B/1B	595	22	4	0.086439	x 1 =	0.086439
	Dwelling Unit	B/2A-R	835	23	4	0.121304	x 1 =	0.121304
	Dwelling Unit	B/1H+D	648	24	4	0.094138	x 1 =	0.094138
Building A	Dwelling Unit	A/1F+D	648	1	5-29	0.094138	x 25 =	2.353450
	Dwelling Unit	A/2A	810	2	5-29	0.117673	x 25 =	2.941825
	Dwelling Unit	A/1H+D	666	3	5-29	0.096753	x 25 =	2.418825
	Dwelling Unit	A/1C+D	641	4	5-29	0.093121	x 25 =	2.328025
	Dwelling Unit	A/2C+D	908	5	5-29	0.131909	x 25 =	3.297725
	Dwelling Unit	A/1D+D	642	6	5-29	0.093267	x 25 =	2.331675
	Dwelling Unit	A/1E+D	644	7	5-29	0.093557	x 25 =	2.338925
	Dwelling Unit	A/2G	1,036	8	5-29	0.150505	x 25 =	3.762625
	Dwelling Unit	A/1A+D	616	9	5-29	0.089490	x 25 =	2.237250
	Dwelling Unit	A/1B+D	639	10	5-29	0.092831	x 25 =	2.320775
	Dwelling Unit	A/2B	882	11	5-29	0.128132	x 25 =	3.203300
	Dwelling Unit	A/1G+D	648	12	5-29	0.094138	x 25 =	2.353450
Building B	Dwelling Unit	B/1G+D	648	13	5-29	0.094138	x 25 =	2.353450
	Dwelling Unit	B/2A	835	14	5-29	0.121304	x 25 =	3.032600
	Dwelling Unit	B/1A	581	15	5-29	0.084405	x 25 =	2.110125
	Dwelling Unit	B/1E+D	631	16	5-29	0.091669	x 25 =	2.291725
	Dwelling Unit	B/2E	1,112	17	5-29	0.161545	x 25 =	4.038625
	Dwelling Unit	B/1J+D	670	18	5-29	0.097334	x 25 =	2.433350
	Dwelling Unit	B/1L+D	674	19	5-29	0.097915	x 25 =	2.447875
	Dwelling Unit	B/2B	905	20	5-29	0.131474	x 25 =	3.286850
	Dwelling Unit	B/1F+D	632	21	5-29	0.091814	x 25 =	2.295350
	Dwelling Unit	B/1B	595	22	5-29	0.086439	x 25 =	2.160975
	Dwelling Unit	B/2A-R	835	23	5-29	0.121304	x 25 =	3.032600
	Dwelling Unit	B/1H+D	648	24	5-29	0.094138	x 25 =	2.353450
Building A	Dwelling Unit	A/1F+D	648	1	30	0.094138	x 1 =	0.094138
	Dwelling Unit	A/2A	810	2	30	0.117673	x 1 =	0.117673
	Dwelling Unit	A/1H+D	666	3	30	0.096753	x 1 =	0.096753
	Dwelling Unit	A/1C+D	641	4	30	0.093121	x 1 =	0.093121
	Dwelling Unit	A/2C+D	908	5	30	0.131909	x 1 =	0.131909
	Dwelling Unit	A/1D+D	642	6	30	0.093267	x 1 =	0.093267
	Dwelling Unit	A/1E+D	644	7	30	0.093557	x 1 =	0.093557
	Dwelling Unit	A/2G	1,036	8	30	0.150505	x 1 =	0.150505
	Dwelling Unit	A/1A+D	616	9	30	0.089490	x 1 =	0.089490
	Dwelling Unit	A/1B+D	639	10	30	0.092831	x 1 =	0.092831
	Dwelling Unit	A/2B	882	11	30	0.128132	x 1 =	0.128132
	Dwelling Unit	A/1G+D	648	12	30	0.094138	x 1 =	0.094138
Building B	Dwelling Unit	B/3B+D	1,308	13	30	0.190019	x 1 =	0.190019
	Dwelling Unit	B/3A	1,143	14	30	0.166049	x 1 =	0.166049
	Dwelling Unit	B/3J+D	1,785	15	30	0.259315	x 1 =	0.259315
	Dwelling Unit	B/3C	1,344	16	30	0.195249	x 1 =	0.195249
	Dwelling Unit	B/3F+D	1,537	17	30	0.223287	x 1 =	0.223287
	Dwelling Unit	B/2G+D	1,157	18	30	0.168083	x 1 =	0.168083
Building A	Dwelling Unit	A/1F+D	648	1	31	0.094138	x 1 =	0.094138
	Dwelling Unit	A/2A	810	2	31	0.117673	x 1 =	0.117673
	Dwelling Unit	A/1H+D	666	3	31	0.096753	x 1 =	0.096753
	Dwelling Unit	A/3G	1,573	4	31	0.228517	x 1 =	0.228517
	Dwelling Unit	A/3B+D	1,312	5	31	0.190600	x 1 =	0.190600
	Dwelling Unit	A/3J+D	1,645	6	31	0.238976	x 1 =	0.238976
	Dwelling Unit	A/1B+D	639	7	31	0.092831	x 1 =	0.092831
	Dwelling Unit	A/2B	882	8	31	0.128132	x 1 =	0.128132
	Dwelling Unit	A/1G+D	648	9	31	0.094138	x 1 =	0.094138
Building B	Dwelling Unit	B/2H+D	1,165	10	31	0.169245	x 1 =	0.169245
	Dwelling Unit	B/3A	1,143	11	31	0.166049	x 1 =	0.166049
	Dwelling Unit	B/3J+D	1,785	12	31	0.259315	x 1 =	0.259315
	Dwelling Unit	B/3C	1,344	13	31	0.195249	x 1 =	0.195249
	Dwelling Unit	B/3F+D	1,537	14	31	0.223287	x 1 =	0.223287
	Dwelling Unit	B/2G+D	1,157	15	31	0.168083	x 1 =	0.168083
Building A	Dwelling Unit	A/1F+D	648	1	32	0.094138	x 1 =	0.094138
	Dwelling Unit	A/2A	810	2	32	0.117673	x 1 =	0.117673
	Dwelling Unit	A/1H+D	666	3	32	0.096753	x 1 =	0.096753
	Dwelling Unit	A/3G	1,573	4	32	0.228517	x 1 =	0.228517
	Dwelling Unit	A/3B+D	1,312	5	32	0.190600	x 1 =	0.190600
	Dwelling Unit	A/3J+D	1,645	6	32	0.238976	x 1 =	0.238976
	Dwelling Unit	A/1B+D	639	7	32	0.092831	x 1 =	0.092831
	Dwelling Unit	A/2B	882	8	32	0.128132	x 1 =	0.128132
	Dwelling Unit	A/1G+D	648	9	32	0.094138	x 1 =	0.094138
Building B	Dwelling Unit	B/2H+D	1,165	10	32	0.169245	x 1 =	0.169245
	Dwelling Unit	B/3A	1,143	11	32	0.166049	x 1 =	0.166049
	Dwelling Unit	B/3H	1,770	12	32	0.257136	x 1 =	0.257136
	Dwelling Unit	B/3G	1,570	13	32	0.228081	x 1 =	0.228081
	Dwelling Unit	B/2G+D	1,157	14	32	0.168083	x 1 =	0.168083
Building A	Dwelling Unit	A/2K	1,103	1	33	0.160238	x 1 =	0.160238
	Dwelling Unit	A/2D+D	978	2	33	0.142079	x 1 =	0.142079
	Dwelling Unit	A/3D	1,472	3	33	0.213844	x 1 =	0.213844

Pavilia Towers
Schedule D

Building	Unit Type	Model	Size	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
	Dwelling Unit	A/3H	1,607	4	33	0.233456	x 1 =	0.233456
	Dwelling Unit	A/1L+D	696	5	33	0.101111	x 1 =	0.101111
	Dwelling Unit	A/1B+D	639	6	33	0.092831	x 1 =	0.092831
	Dwelling Unit	A/2B	882	7	33	0.128132	x 1 =	0.128132
	Dwelling Unit	A/1G+D	648	8	33	0.094138	x 1 =	0.094138
Building B	Dwelling Unit	B/2H+D	1,165	9	33	0.169245	x 1 =	0.169245
	Dwelling Unit	B/3A	1,143	10	33	0.166049	x 1 =	0.166049
	Dwelling Unit	B/3H	1,770	11	33	0.257136	x 1 =	0.257136
	Dwelling Unit	B/3G	1,570	12	33	0.228081	x 1 =	0.228081
	Dwelling Unit	B/2G+D	1,157	13	33	0.168083	x 1 =	0.168083
Building A	Dwelling Unit	A/2K	1,103	1	34	0.160238	x 1 =	0.160238
	Dwelling Unit	A/2D+D	978	2	34	0.142079	x 1 =	0.142079
	Dwelling Unit	A/3D	1,472	3	34	0.213844	x 1 =	0.213844
	Dwelling Unit	A/3H	1,607	4	34	0.233456	x 1 =	0.233456
	Dwelling Unit	A/1L+D	696	5	34	0.101111	x 1 =	0.101111
	Dwelling Unit	A/1B+D	639	6	34	0.092831	x 1 =	0.092831
	Dwelling Unit	A/2B	882	7	34	0.128132	x 1 =	0.128132
	Dwelling Unit	A/1G+D	648	8	34	0.094138	x 1 =	0.094138
Building A	Dwelling Unit	A/2K	1,103	1	35	0.160238	x 1 =	0.160238
	Dwelling Unit	A/2D+D	978	2	35	0.142079	x 1 =	0.142079
	Dwelling Unit	A/3D	1,472	3	35	0.213844	x 1 =	0.213844
	Dwelling Unit	A/3H	1,607	4	35	0.233456	x 1 =	0.233456
	Dwelling Unit	A/2F+D	1,035	5	35	0.150359	x 1 =	0.150359
	Dwelling Unit	A/2E	1,011	6	35	0.146873	x 1 =	0.146873
Building A	Dwelling Unit	A/2K	1,103	1	36	0.160238	x 1 =	0.160238
	Dwelling Unit	A/2D+D	978	2	36	0.142079	x 1 =	0.142079
	Dwelling Unit	A/3D	1,472	3	36	0.213844	x 1 =	0.213844
	Dwelling Unit	A/3F+D	1,565	4	36	0.227354	x 1 =	0.227354
	Dwelling Unit	A/3E+D	1,525	5	36	0.221543	x 1 =	0.221543
	Parking Unit		N/A	N/A	G	0.013037	x 0 =	0.000000
	Locker Unit		N/A	1-31	G	0.001862	x 31 =	0.057722
			N/A					
	Parking Unit		N/A	N/A	LG	0.013037	x 0 =	0.000000
	Locker Unit		N/A	1-269	LG	0.001862	x 269 =	0.500878
			N/A					
	Parking Unit		N/A	1-151	P1	0.013037	x 151 =	1.968587
	Locker Unit		N/A	152-246	P1	0.001862	x 95 =	0.176890
			N/A					
	Parking Unit		N/A	1-250	P2	0.013037	x 250 =	3.259250
	Locker Unit		N/A	251-370	P2	0.001862	x 120 =	0.223440
			N/A					
	Parking Unit		N/A	1-250	P3	0.013037	x 250 =	3.259250
	Locker Unit		N/A	251-376	P3	0.001862	x 126 =	0.234612
			N/A					
	Parking Unit		N/A	1-247	P4	0.013037	x 247 =	3.220139
	Locker Unit		N/A	248-373	P4	0.001862	x 126 =	0.234612
								100.000000

Schedule "E" – Common Expenses

Common expenses shall include but shall not be limited to the following:

- (a) All expenses of the Corporation incurred by it or by the Board in the performance of the objects and duties of the Corporation, whether such objects and duties are imposed under the provisions of the Condo Act, this Declaration, or any agreements entered into by the Corporation, assumed by the Corporation or performed pursuant to the by-laws or Rules of the Corporation.
- (b) All sums of money properly levied or charged to the Corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities, and services including without limiting the generality of the foregoing, levies or charges payable on account of:
 - (i) the procurement and maintenance of any insurance coverage required or permitted by the Condo Act, or this Declaration and which this Declaration provides is not to be borne solely by a Unit Owner;
 - (ii) each Dwelling Unit will have a submeter for hot and cold water and electricity with each Owner bearing the costs of hot and cold water and electricity used and consumed in that Owner's Dwelling Unit and EV Parking Unit(s). All EV Parking Units shall have a submeter. There will be one bulk meter to the Building with the cost of gas usage to heat and cool the Dwelling Units and Common Elements for the Building, which will form part of the Common Expenses. The Common Elements for the Building will have a bulk meter for electricity and hot and cold water supply ;
 - (iii) the cost of repairing, maintaining and replacing (if required) the hot and cold water and electricity submeters appurtenant to each Dwelling Unit, unless such cost is billed to the individual Owner directly;
 - (iv) fuel, including natural gas for the Units and Common Elements to the extent not metered separately for any Unit;
 - (v) cable television or other similar service serving the Common Elements;
 - (vi) realty taxes (including local improvement charges) levied against the Common Elements and any Units owned by the Corporation;
 - (vii) snow ploughing and removal and landscaping, including irrigation of such landscaping;
 - (viii) garbage collection, the collection of recyclable materials and waste disposal for the Units and Common Elements unless same is provided by the Municipality;
 - (ix) maintenance materials, tools, equipment and supplies; and
 - (x) window washing.
- (c) The cost of obtaining and maintaining fidelity bonds if required, as provided in the by-laws of the Corporation, if any.
- (d) All sums of money paid or payable by the Corporation to or for the benefit of any and all persons, firms or companies engaged or retained by the Corporation, its Board or by its duly authorized agents, servants and employees, for the purpose of performing any or all of the duties of the Corporation.
- (e) All sums of money paid or payable by the Corporation in the performance of its objects, duties and powers including without limitation legal, engineering, accounting, auditing, expert appraising, consulting, advising, maintenance, managerial, secretarial and professional advice and services required by the Corporation.
- (f) All sums of money paid or payable by the Corporation to conduct a performance audit of the Common Elements pursuant to the provisions of Section 44 of the Act, to obtain a reserve fund study pursuant to Section 94(4) of the Act, together with all comprehensive studies, and updated studies (including those based on a site inspection or otherwise) at the times and in the manner required to fully comply with the provisions of the Act, to obtain audited financial statements of the Corporation (both for or in respect of the Turn Over Meeting and each annual general meeting thereafter), and to conduct or procure all other studies, audits, inventories or reports as may be required by the Act from time to time.

- (g) All sums of money assessed by the Corporation for the reserve fund to be paid by every Owner as part of their contribution towards Common Expenses, for the major repair and replacement of Common Elements and assets of the Corporation in accordance with the Condo Act and this Declaration.
- (h) All sums of money paid by the Corporation for any addition, alteration, improvement to or renovation of the Common Elements or assets of the Corporation, save such costs or expenses as this Declaration imposes on any Owner.
- (i) The cost of borrowing money to carry out the duties of the Corporation and the repayment thereof including principal and interest, and the repayment of debts incurred for the objects of the Corporation.
- (j) All sums of money paid or payable by the Corporation for the acquisition or retention of real property for the use and enjoyment of the Land or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the Common Elements.
- (k) All sums of money paid or payable by the Corporation for the utilization of any easement, lease or right required, necessary or desirable for the maintenance of access and supply of service to the Land.
- (l) The cost of maintaining security as determined by the Board in its discretion, including any security staff and the cost of repairing, maintaining, replacing and leasing of security equipment.
- (m) All expenses incurred by the Corporation or by its Board in enforcing any of the by-laws or Rules of the Corporation from time to time, and in effecting compliance therewith by all the Owners and their respective residents or guests unless these expenses are able to be charged or levied against the individual Owners, as contemplated by this Declaration.
- (n) The cost of maintenance, repair, operation, replacement, furnishing, fixturing and equipping the Common Elements.
- (o) All sums of money paid or payable by the Corporation pursuant to the provisions of Section 97 of the Act, as amended.
- (p) The cost of insurance appraisals.
- (q) The fees and disbursements of the insurance trustee, if any.
- (r) 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.
- (s) Common Expenses and realty taxes payable by the Corporation in respect of any Unit owned by the Corporation.
- (t) All costs relating to the transfer of any surplus Units or any transfers of easements to the Corporation.
- (u) All sums of money payable pursuant to or in accordance with, any encumbrance or agreement registered from time to time against title to the Land or entered into by the Corporation.
- (v) All sums of money payable pursuant to or in accordance with the Reciprocal Agreement.
- (w) All costs for major capital repairs or replacements to any component part of the electricity distribution system including, without limitation, the re-wiring of cables and or the replacement of major components such as conduits, bus ducts, transformers, fuses, main breakers, switches, switchboards, cabinets, distribution panels or related components.
- (x) Lease payments respecting any servicing tractor and shuttle bus serving the Condominium.
- (y) All costs associated with operating, maintaining and repairing any backup power system.
- (z) All sums of money paid or payable on account of realty taxes (including local improvement charges) levied against the property (until such time as such taxes are levied against the individual units), and against those parts of the Common Elements that are leased for business purposes upon which the lessee carries on an undertaking for gain.

Schedule "F" – Exclusive Use Portions of the Common Elements

Subject to the provisions of the Declaration, the By-Laws and Rules of the Corporation and the right of entry in favour 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 Owner(s) of certain Dwelling Units on Levels 1 to 36 inclusive, shall have the exclusive use of a balcony or terrace, where applicable, to which the said Units provide direct and sole access.

NOTE:

The upper limit and extent of the exclusive use for each balcony and terrace, shall be to the lower surface and plane of the uppermost ceiling slab and production of the Dwelling Unit that has access to the said balcony and terrace.

Schedule "G" – Certificate of Architect

CERTIFICATE OF ARCHITECT

(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM CORPORATION)

(UNDER CLAUSES 5 (8) (A) OR (B) OF ONTARIO REGULATION 48/01 OR CLAUSE 8 (1) (E) OR (H) OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

I certify that:

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

- 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.
- 5. 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.
- 9. All installations with respect to the provision of electricity are in place.
- 10. There are no indoor and 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 _____ day of _____, _____.

Signature

Print Name

(Architect)