

OFFICE SCHEDULE

<p>Number YR <u>2043510</u> <b>CERTIFICATE OF RECEIPT</b> OCT 04 2013 14:23</p> <p>YORK REGION No. 65 AURORA</p> <p><i>Jeff Hilbert</i> LAND REGISTRAR</p>	<p><b>DECLARATION CONDOMINIUM ACT, 1998</b></p>
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**YORK REGION STANDARD CONDOMINIUM PLAN NO. 1239**

**NEW PROPERTY IDENTIFIER'S BLOCK 29770**

**RECENTLY: PT BLOCK 50 PLAN 65M3226 MARKHAM**

**PIN: 03029-1425**

**DECLARANT: 1811471 ONTARIO INC.**

**SOLICITOR: MARY G. CRITELLI**

**DELZOTTO, ZORZI  
4810 DUFFERIN STREET, SUITE D  
TORONTO, ONTARIO M3H 5S8**

**PHONE: 416-665-5180**

**FAX: 416-665-9653**

**No. OF UNITS 1390**

**FEES: \$70.00 + (\$5.00 x 1390) = \$7,020.00**

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS declaration (hereinafter referred to as this or the "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 (all of which are hereinafter collectively referred to as the "Act"), by:

**1811471 ONTARIO 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 certain lands and premises situate in the City of Markham, and being more particularly described in Schedule "A" annexed hereto, and in the description submitted concurrently herewith by the Declarant for registration in accordance with the Act (hereinafter referred to as the "description"), and which lands are sometimes hereinafter referred to as the "Real Property" or the "Lands";

AND WHEREAS the Declarant has constructed buildings upon the Real Property comprising **438 dwelling units** (including 416 highrise dwelling units and 22 townhouse dwelling units and with no designated superintendent's suite), **2 guest suite units**, **523 parking units**, and **427 locker units**;

AND WHEREAS the Declarant intends that the Real Property, together with the building constructed thereon, shall be governed by the Act, and that the registration of this declaration and the description will create a freehold **standard condominium corporation**;

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

PART I - INTRODUCTION

**Section 1 - Definitions**

In addition to those words, terms or phrases specifically defined elsewhere in this declaration, the words, terms or phrases used in this declaration shall have the meanings ascribed to them in the Act, unless this declaration specifies otherwise, or unless the context otherwise requires, and in particular, the words, terms or phrases set out below shall have the meanings respectively ascribed to them as follows:

- a) the "**AAI Agreement**" shall mean the agreement that may be entered into by this Condominium with any owner desiring to make any addition, alteration or improvement to the common elements (or to an installation upon the common elements), pursuant to the provisions of section 98 of the Act, and which agreement shall, amongst other things, specify who will have ownership of the proposed addition, alteration or improvement to the common elements under subsection 98(2) of the Act, allocate the cost of undertaking or implementing the proposed addition, alteration or improvement between this Condominium and the owner, establish and confirm the respective duties and responsibilities regarding the proposed addition, alteration or improvement (including without limitation, the responsibility for the cost of repair after damage, maintenance and insurance with respect to same), and shall address or set out any other matters that may be prescribed from time to time by the regulations to the Act;
- b) the "**bicycle parking racks**" shall mean the bicycle parking racks forming part of the common elements on level A and which are to be used solely in the manner or for the purposes set out in section 20A of this declaration;
- c) the "**board**" shall mean the board of directors of this Condominium from time to time;
- d) the "**common elements**" shall mean all the property, except the units;
- e) the "**common interest**" shall mean the interest in the common elements appurtenant to a unit;

- f) the "Corporation", or "this Corporation", or the "Condominium", or "this Condominium" shall mean the standard condominium corporation created by the registration of this declaration, and the description filed concurrently herewith, pursuant to the provisions of the Act;
- g) the "dwelling units" shall mean, collectively, the Highrise Dwelling Units and the Townhouse Dwelling Units (each as hereinafter defined) which are intended to be used solely for the purposes set out in section 30 of this declaration;
- h) the "Eden Park Towers I Condominium" means York Region Standard Condominium Corporation No. 1199, comprising 457 dwelling units, together with ancillary parking and locker units, and registered on the lands adjacent to the west of the Real Property;
- i) the "Governmental Authorities" shall mean the City of Markham, and all other governmental authorities or agencies having jurisdiction over the development of the Real Property;
- j) the "Guest Suite Units" shall mean the units 27 and 48 on level 1, each being a single bedroom suite having a three piece washroom and a closet, a bar fridge and microwave oven but no other cooking facilities, and intended to be used solely for the purposes set out in section 33 of this declaration;
- k) "Handicapped Parking Units" shall mean parking units 16, 27 and 28 on level B, and units 14, 25 and 35 on level C, and "Handicapped Parking Unit" shall mean any one of the Handicapped Parking Units, all of which are subject to the provisions set out in subsection 31(d) of this declaration;
- l) the "Highrise Dwelling Units" shall mean units 23 to 26, both inclusive, units 28 to 47, both inclusive, and units 49, 50 and 51 on level 1, units 1 to 36, both inclusive, on levels 2 and 3, units 1 to 34, both inclusive, on levels 4 to 11, both inclusive, units 1 to 24, both inclusive on level 12, and units 1 to 21, both inclusive, on level 13;
- m) the "locker units" shall mean units 138 to 277, both inclusive on level A, units 193 to 348, both inclusive, on level B, and units 195 to 325, both inclusive, on level C, all of which are intended to be used solely for the purposes set out in section 32 of this declaration;
- n) the "multi-purpose/party room" shall mean the room located on level 1 within (and comprising part of) the Recreation Centre, containing a wet bar/kitchenette and a lounge/seating area, together with all of the equipment, facilities and furnishings respectively contained therein from time to time, and intended to be used solely in the manner or for the purposes set out in section 19 of this declaration;
- o) an "owner" shall mean the owner or owners of the freehold estate in a unit and its appurtenant common interests [and save as otherwise hereinafter expressly provided to the contrary, the term "owner" includes the Declarant with respect to any units in this Condominium which the Declarant has retained ownership, and that have not yet been transferred and conveyed by the Declarant to another person, corporation or other legal entity], but does not include a mortgagee unless in possession;
- p) the "parking units" shall mean units 1 to 137, both inclusive on level A, units 1 to 192, both inclusive on level B and units 1 to 194, both inclusive, on level C, all of which are intended to be used solely for the purposes set out in section 31 of this declaration;
- q) the "property" shall mean the Real Property (including all buildings and structures situate thereon) and the interests appurtenant thereto described in the description (and more particularly set out in Schedule "A" annexed hereto), and shall include any lands and interests appurtenant thereto that are added to the common elements after the registration of this declaration;
- r) "Proportionate Share" of each of the Two Condominiums, with respect to the allocation or apportionment of the Shared Driveway/Walkway Costs between them, shall mean that percentage or proportion attributable to each of the Two Condominiums, derived by dividing each condominium's respective number of registered dwelling units by the total number of registered dwelling units in the Two Condominiums collectively (and with the respective interest or share of each of the Two Condominiums, as so determined, being sometimes hereinafter individually referred to as its "Proportionate Share", and with the respective interests or shares of both of the Two Condominiums being hereinafter collectively referred to as their respective "Proportionate Shares");
- s) "P.S.U.C." or "Proportionate Share of Utility Consumption" shall have the meaning ascribed to such term in Section 30 (c) of this declaration;
- t) the "Recreation Centre" shall mean or include the indoor recreation centre located on levels 1 and 2 and comprising part of the common elements of this Condominium, and containing a library, billiards room, exercise room, swimming pool, men's and women's change rooms (with saunas), social media room, and multi-purpose/party room with kitchen, together with all of the equipment, facilities and furnishings respectively contained therein from time to time, and which are (or may at any time hereafter be) used in connection with the operation, enjoyment and/or maintenance thereof, and which recreational facilities and amenities are intended to be used and enjoyed by the Declarant and the respective owners, residents, tenants and invitees of the dwelling units in this Condominium exclusively, in accordance with the provisions of section 18 of this declaration;
- u) the "rules" shall mean the rules passed by the board of directors of this Condominium (hereinafter called the "board"), and becoming effective in accordance with the provisions of section 58 of the Act;
- v) the "Shared Driveway/Walkway" shall mean that driveway /walkway, comprising part of the common element areas of the Eden Park Towers I Condominium, running from South Park Road to the Condominium, and situate adjacent to the west of the Real Property and designated as Part 1 on Plan 65R-33408, being a driveway/walkway that is shared with Eden Park Towers I Condominium and which is intended to be used for purposes of vehicular and pedestrian access and egress between the Condominium and South Park Road;

- w) the "Shared Driveway/Walkway Agreement" shall mean the easement and cost-sharing agreement between Eden Park Towers I Condominium and the Declarant (with the latter entering into same for and on behalf of this Condominium), dated May 14<sup>th</sup>, 2013 and registered in the Land Titles Division of the Land Registry Office of York Region (No. 65) on May 21, 2013 as Instrument YR1979437, which agreement provides, amongst other things, for the use, administration, illumination, operation, maintenance, repair and insuring of the Shared Driveway/Walkway, and the corresponding allocation, sharing and payment of the Shared Driveway/Walkway Costs between the Two Condominiums, in accordance with their respective Proportionate Shares. For the purposes of this declaration, the term "Shared Driveway/Walkway Agreement" shall be deemed to include any supplementary agreement, counterpart agreement and/or assumption agreement that is subsequently entered into by this Condominium (shortly after its registration under the Act), with the Declarant or its affiliate as a party or signatory thereto, and with or without Eden Park Towers I Condominium as a party or signatory thereto (hereinafter referred to as the "Counterpart Agreement"), and which agreement shall evidence and confirm, amongst other things, the formal assumption by this Condominium of the Declarant's obligations under the Shared Driveway/Walkway Agreement, insofar as same effects or relates to this Condominium (including without limitation, the obligation to pay this Condominium's Proportionate Share of the Shared Driveway/Walkway Costs), and the corresponding release of the Declarant (or its affiliate) from its obligations or liabilities thereunder, and which agreement shall be enforceable by each of the Two Condominiums directly against each of the other Two Condominiums even though they are not signatories to the same agreement or counterpart agreement;
- x) the "Shared Driveway/Walkway Budget" shall mean the budget, prepared not less than once annually following the registration of this Condominium, outlining the projected Shared Driveway/Walkway Costs (as hereinafter defined) to be incurred for the ensuing 12 month period immediately following the preparation and submission of same, and which budget(s) shall be formulated in accordance with the terms and provisions of the Shared Driveway/Walkway Agreement;
- y) the "Shared Driveway/Walkway Committee" shall mean the committee composed of four members, two of which shall be members of the board of directors of the Eden Park Towers I Condominium and two of which shall be members of the board of directors of this Condominium, for purposes of assisting in the preparation of the Shared Roadway/Walkway Budgets from time to time, and administering, governing, managing, controlling and/or operating the Shared Roadway/Walkway on behalf of each of the Two Condominiums, and correspondingly reporting to (and making recommendations to) each of the Two Condominiums in connection with any joint by-laws or rules respecting the Shared Roadway/Walkway, enacted in accordance with the provisions of section 59 of the Act;
- z) the "Shared Driveway/Walkway Costs" shall mean the aggregate of all costs and expenses incurred in connection with the use, operation, administration, insuring, maintenance and repair of the Shared Driveway/Walkway, which costs shall be shared between the Two Condominiums pursuant to the provisions of this declaration and the Shared Driveway/Walkway Agreement, including without limitation, the costs and expenses incurred in connection with the illumination, maintenance and repair of the Shared Driveway/Walkway, as well as the cost of snow removal, roadway cleaning and landscape maintenance with respect to thereto as well as the cost of procuring all requisite fire, property damage and public liability insurance coverage for the Two Condominiums, with respect to damage and/or injury occasioned to persons and/or property upon or within the Shared Driveway/Walkway (providing a minimum coverage of \$5 million dollars per occurrence), together with all fees paid or payable to any insurance trustee which may be appointed or retained to administer said insurance proceeds;
- aa) the "Terrace Landscaping" shall mean the trees, shrubs, plantings, hard landscaped finishes and features, fences, screens, stonework, planter boxes and/or any other similar items or materials installed or planted by the Declarant (in its sole and unchallenged discretion) within the exclusive use outdoor terrace areas appurtenant to (or allocated to) those dwelling units in this Condominium as more particularly described in Schedule "F" to this declaration;
- ab) the "Townhouse Dwelling Units" shall mean units 1 to 22 inclusive on level 1;
- ac) the "Two Condominiums" shall mean, collectively, this Condominium and the Eden Park Towers I Condominium;
- ad) a "unit" shall mean a part of the lands included in the description and designated as a unit by the description, and shall comprise the space enclosed by its boundaries and all the material parts of the said lands within such space, in accordance with this declaration and the description, and shall expressly include or exclude (as the case may be) those pipes, wires, cables, conduits, ducts, equipment and/or mechanical or similar apparatus as are more particularly described in section 5 of this declaration. For greater certainty, the definition of a "unit", insofar as it relates to the duty to maintain (pursuant to section 90 of the Act) and the duty to repair (pursuant to section 89 of the Act) as provided or stipulated in this declaration, shall extend to all building components, finishes, fixtures and features installed within any unit by the Declarant in accordance with the architectural and/or structural plans pertaining to this Condominium, notwithstanding that such installations (or any portion thereof) may have occurred after the registration of this declaration, provided that same are described in the schedule delivered by the Declarant to the Corporation pursuant to section 43(5)(h) of the Act, or alternatively included within the description of the standard unit (for the class of unit to which each unit belongs) as described in a by-law hereafter enacted by the Corporation under section 56(1)(h) of the Act;
- ae) the "visitor parking" shall mean the indoor visitor parking spaces located on level A, and comprising part of the common elements of this Condominium, and which visitor parking spaces are designated by the letter "V" on the condominium description plan filed concurrently herewith, and are intended to be used solely for the purposes set out in section 20 of this declaration; and

## **Section 2 - Statement Confirming the Act Governs the Lands**

The lands described in Schedule "A" annexed hereto, and in the description filed concurrently herewith, together with all interests appurtenant thereto, shall be governed by the Act.

**Section 3 - Statement Confirming the Type of Condominium Created**

The registration of this declaration, and the description filed concurrently herewith, will create a freehold condominium corporation that constitutes a standard condominium corporation.

**Section 4 - Consent of Outstanding Mortgagees**

The consent of every person having a registered mortgage or charge against the Real Property (or any interests appurtenant thereto) is contained in **Schedule "B"** annexed hereto.

**Section 5 - Inclusions/Exclusions from Units**

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

- a) Each dwelling unit and guest suite unit **shall include** all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus and the heating, air-conditioning and ventilation equipment and appurtenant fixtures attached thereto that supply any service or utility to that particular unit only and **shall specifically include:**
- i) in the Highrise Dwelling Units, the complete fan coil unit or system (and all equipment and fixtures appurtenant thereto, including, the fan, coils, valves, and controls, etc.) comprising all of the heating/air conditioning system servicing the dwelling unit and (regardless of whether same is/are installed or located within or beyond the boundaries of said unit);
  - ii) in the Townhouse Dwelling Units, the gas-powered high efficiency forced air heating and integrated hot water system and condenser (and all equipment and fixtures appurtenant thereto) comprising all of the heating/air conditioning system servicing the dwelling unit and, where applicable, the gas fireplace (regardless of whether same is/are installed or located within or beyond the boundaries of said unit);
  - iii) all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus that supply any service to the particular unit only (regardless of whether same is/are installed or located within or beyond the boundaries of said unit);
  - iv) all electrical receptacles, one-way intercom and alarm controls [save and except for the cable(s) servicing such controls and save and except for any in-suite heat detector and/or fire alarm that is connected to (or which ultimately links to) this Condominium's main fire annunciation or alarm panel, which shall accordingly comprise part of the common elements], ventilation fan units, light fixtures lying within suspended ceilings and similar apparatus that supply any service to any such unit only (regardless of whether same are installed or located within or beyond the boundaries of said unit); and
  - v) any water and/or other branch piping extending to the common pipe risers, but expressly excluding any common pipe risers.
- b) Notwithstanding anything hereinbefore provided to the contrary, each dwelling unit and guest suite unit **shall exclude:**
- i) all concrete, concrete block or masonry portions of load bearing walls or columns located within any such units;
  - ii) all pipes, wires, cables, conduits, ducts, flues, and mechanical or similar apparatus that supply any service to more than one unit, or to the common elements, or that may lie within the boundaries of any particular unit but which do not service that particular unit;
  - iii) all the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system of the Condominium;
  - iv) any rigid insulation or other similar material used for insulation on the underside of the concrete ceiling slab; and
  - v) all exterior door and exterior window hardware (such as door and/or window handles, locks, hinges and peep holes); all concrete, concrete block or masonry portions of load bearing walls, slabs or columns, exterior doors, door frames, windows and window frames and any pipes, wires, cables, conduits, ducts, shafts, flues, and mechanical or similar apparatus that supply any service to more than one unit, or to the common elements and that may lie within the boundaries of the unit but which do not service that particular unit;
- c) each parking unit **shall exclude** all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any unit and/or to the common elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any parking unit), and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within (or comprise part of) the boundaries of any parking unit, together with any fire hose cabinets and steel guard rails abutting (or affixed to, or hanging from) any such columns or walls; and
- d) each locker unit **shall exclude** all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any unit and/or to the common elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any locker unit), and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within (or comprise part of) the boundaries of any locker unit, together with any fire hose cabinets abutting (or affixed to, or hanging from) any such columns or walls.

**Section 6 - Common Interest and Common Expense Allocation**

Each owner shall have an undivided interest in the common elements as a tenant-in-common with all other owners, and shall contribute to the common expenses, in the same proportions set forth opposite each unit number in Schedule "D" annexed hereto. The total of the proportions of the common interests and the common expenses shall each be one hundred (100%) percent.

**Section 7 - Address for Service, Municipal Addresses and Mailing Address of the Corporation**

The Corporation's **address for service** shall be: 330 Highway #7 East  
Suite PH3  
Richmond Hill, Ontario  
L4B 3P8

or such other address as the Corporation may determine by resolution of the board.

The Corporation's **municipal addresses** shall be: 277, 279-297, 301-323 and 325 South Park Road  
Markham, Ontario

The Corporation's **mailing address** shall be: 277 South Park Road  
Markham, Ontario L3T 0B7

**Section 8 - Exclusive Use Common Elements**

The owners of the units listed in Schedule "F" annexed hereto shall have the exclusive use and enjoyment of those portions of the common elements more particularly described in said Schedule "F" which are respectively allocated or appurtenant to said units, subject however to such use and enjoyment being regulated by the provisions of the Act, this declaration and the by-laws and rules of the Corporation.

**Section 9 - Conditions of the Approval Authority**

There are no conditions that the approval authority [as defined in section 1(1) of the Act] requires this declaration to mention or include, save and except for the following, namely:

- a) Despite the inclusion of noise control features on Block 50, Plan 65M-3226 (which includes this Condominium) and/or within the individual buildings/premises therein, future noise levels from Highway No. 7 and Highway No. 407 will exceed the noise exposure criteria of the City of Markham, and may continue to be of concern, occasionally interfering with some activities of the building and dwelling occupants. In order to achieve a suitable indoor noise environment, windows may have to remain closed.
- b) The dwelling units have been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Markham's and the Ministry of the Environment's noise criteria.
- c) The Corporation shall be responsible for all maintenance of all internal sidewalks and walkways and other connections which lead from the Condominium and intersect with any public walkway, including, without limitation, removal of snow and ice, and the Corporation shall be responsible for any liability that may result due to its failure to so maintain such internal sidewalks, walkways and other connections.
- d) The private access and services for watermain, storm sewer and sanitary sewer are shared by multiple owners within the Condominium.

**Section 10 - Certificate(s) of Architect and/or Engineer(s)**

The certificate(s) of the Declarant's architect(s) and/or engineer(s), confirming that the building on the Real Property comprising the Condominium has been constructed in accordance with the regulations made under the Act, is/are contained in Schedule "G" annexed hereto.

**Section 11 - Composition of First Board of Directors**

Pursuant to the provisions of section 42(4) of the Act, it is hereby declared that the first board of directors of this Condominium shall consist of five (5) persons, and such composition of the board shall continue until a by-law increasing or decreasing said number has been duly enacted at any time following the turnover meeting (convened in accordance with the provisions of section 43 of the Act) in respect of this Condominium.

## **PART 2 - COMMON EXPENSES**

### **Section 12 - Specification of Common Expenses**

The common expenses shall comprise the expenses of the performance of the objects and duties of the Corporation, and such other costs and expenses incurred by or on behalf of the Corporation that are specifically designated as (or collectible as) common expenses pursuant to the provisions of the Act and/or this declaration, including without limitation, those specific expenses which are listed in Schedule "E" annexed hereto. Notwithstanding anything provided in Schedule "E" to the contrary, in an effort to ensure that the Corporation does not incur large unfunded financial obligations (or a large indebtedness) without the specific consent of the owners, the common expenses shall exclude monies required to be raised:

- a) to pay for any undertaking which costs more than \$25,000.00 and which is not required or contemplated by law, or the Act, or by any provision in this declaration or in any of the by-laws of the Corporation (hereinafter individually referred to as a "by-law", and collectively referred to as the "by-laws"), or in any agreement(s) binding on the Corporation that is expressly authorized or ratified by any by-law; or
- b) to pay (or repay) the cost of any borrowing of money for or on behalf of the Corporation which is in excess of \$25,000.00, or that increases the outstanding indebtedness of the Corporation to more than \$25,000.00, and which is not required or contemplated by any provision in this declaration or in any by-law, or in any agreement(s) binding on the Corporation that is expressly authorized or ratified by any by-law;

unless such undertaking and its cost, or such borrowing and its cost (as the case may be) have received specific approval by a majority of the owners who are present (in person or by proxy) at a meeting duly called for the purpose of obtaining such approval.

### **Section 13 - Payment of Common Expenses**

Each owner shall pay to the Corporation his or her proportionate share of the common expenses, and the assessment and collection of the contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision in this declaration or in any by-laws or rules of the Corporation in force from time to time (or a breach of any provision in any agreement(s) binding on the Corporation that is expressly authorized or ratified by any by-law) committed by any unit owner (and/or by members of his or her family, or by anyone residing in the owner's unit with the permission or knowledge of the owner, and/or their respective tenants, invitees or licensees), including without limitation, the cost of any increase in the Corporation's insurance premiums (and any deductible amount) as contemplated in section 16(a) below caused by any unit owner (or by those for whose acts such owner is responsible, at law or in equity) 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 (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

### **Section 14 - Reserve Fund**

The Corporation shall establish and maintain one or more reserve funds, and shall collect from the owners, as part of their respective contributions towards the common expenses, all amounts that are reasonably expected to provide sufficient funds for the major repair and replacement of the common elements and assets of the Corporation, all in accordance with the provisions of the Act. No part of any reserve fund shall be used except for the purposes for which such fund was established. The amount in all reserve funds shall constitute an asset of the Corporation, and shall not be distributed to any owner(s) except upon the termination of the Corporation, in accordance with the provisions of the Act.

### **Section 15 - Status Certificate**

The Corporation shall provide a status certificate to any requesting party who has paid the fees charged by the Corporation for same, in accordance with the provisions of section 76 of the Act, together with all requisite accompanying documents, statements and information prescribed by the Act in connection therewith. The Corporation shall forthwith provide the Declarant (and/or any purchaser, transferee or mortgagee of a unit from the Declarant) with a status certificate (and all such accompanying documentation, statements and information) as may be requested from time to time by or on behalf of the Declarant (or by any such purchaser, transferee or mortgagee) in connection with the Declarant's sale, transfer or mortgage of any unit(s), all at no charge or fee to the Declarant whatsoever.

**PART 3 - OCCUPATION, USE AND MODIFICATION OF THE COMMON ELEMENTS**

**Section 16 - General Use of the Common Element Areas**

- (a) Save as otherwise provided in this declaration to the contrary, each owner may make reasonable use of (and has the right to enjoy) the whole or any part of the common elements, including those exclusive use common element areas allocated or appurtenant to his or her unit in **Schedule "F"** annexed hereto, 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) binding on the Corporation and expressly authorized or ratified 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, within any unit or 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, and in any agreement(s) binding on the Corporation and expressly authorized or ratified by any by-law;
  - ii) is likely to damage the property of the Condominium, injure any person, or impair the structural integrity of any unit or common element area;
  - iii) will unreasonably interfere with the use and enjoyment by the other owners of the common elements and/or their respective units; 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 or any portion thereof by any owner (or by the occupants of any dwelling unit residing therein with the consent or knowledge of the owner of said unit, or by anyone else for whose acts or omissions said unit owner is responsible or liable, either at law or in equity) contravenes any of the foregoing provisions, then such owner shall indemnify and save the Corporation harmless from and against any and all costs, damages, expenses and/or liabilities that the Corporation may suffer or incur as a result of said contravention, and/or as a result of the cancellation of any such insurance policy of the Corporation 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 (as well as the entire deductible amount with respect to any insurance policy or policies of the Corporation) paid or payable by the Corporation as a result thereof, and all such costs and expenses may be recovered by the Corporation against such owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation against such owner's unit, similar to the case of common expense arrears). However, none of the foregoing provisions shall be construed so as to prohibit or restrict (nor shall same be applied in any manner which prohibits or restricts) the transient residential rental accommodation arrangements made (or to be made from time to time) by or on behalf of the Declarant and/or any other dwelling unit owner(s), and the aforementioned indemnity and reimbursement provisions with respect to any increased insurance premiums and/or deductible amount(s) regarding the Corporation's insurance shall not apply with respect to the transient residential rental accommodation arrangements made (or to be made from time to time) by or on behalf of the Declarant and/or any other dwelling unit owner(s).

- 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, privilege, easement or benefit given to any party, person or other entity pursuant to (or by virtue of) this declaration, any by-law and/or any agreement(s) binding on the Corporation that is expressly authorized or ratified by any by-law.
- c) Save as otherwise provided in this declaration to the contrary, no owner shall make any change or alteration to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements (except for maintaining those parts of the common elements which each unit owner has a duty to maintain, in accordance with the provisions hereinafter set forth), without obtaining the prior approval of the Corporation thereto in accordance with the provisions of the Act.

**Section 17 - Declarant's Use of the Common Element Areas**

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

- a) the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the common elements, for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any unsold units in this Condominium, from time to time;
- b) the Declarant and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for



marketing/sale 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, and within or outside any unsold units, at such locations and having such dimensions as the Declarant may determine in its sole, unfettered, unchallenged and unreviewable discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or any one else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (and any other usual or customary services) to the Declarant's marketing/sales/construction/customer-service office(s) and said model suites; 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 its authorized agents, representative and/or invitees over the common element areas of this Condominium, to and from the aforementioned sales/marketing office, construction office, customer service office and/or the temporary model suites, at all times during the opening hours of such offices and/or model suites, subject however to such reasonable and customary restrictions on access thereto as may be implemented or imposed by the security concierge situate in the lobby of (or elsewhere within the confines of) the Condominium;

until such time as all of the dwelling units in this Condominium (or such lesser number as the Declarant may determine or designate in its sole, unfettered, unchallenged and unreviewable discretion) have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof, whereupon the Declarant shall be entitled to remove all of the furnishings, chattels and equipment located in the said marketing/sales/construction/customer-service office(s), or may (at the Declarant's sole option and discretion) leave all fixtures or attached furnishings maintained therein to or for the benefit of this Condominium.

#### **Section 18 - Use of the Recreation Centre**

- a) Subject to the overriding provisions of subsection 18(b) hereof, the Recreation Centre and the various amenities, services and facilities located therein (or provided therefrom) shall be accessed, used and enjoyed only by the Declarant and the owners of the dwelling units in this Condominium, together with their respective residents, tenants and invitees, during the opening hours of the Recreation Centre established from time to time, for general recreational purposes, for meetings convened to conduct the business and affairs of this Condominium, and for such social, athletic and other recreational uses as are consistent with the equipment, facilities and/or amenities situate within (or comprising part of) the Recreation Centre, in accordance with all by-laws and regulations of the Governmental Authorities. However, subject to the overriding provisions of subsection 18(b) hereof, and until such time as the turnover meeting for this Condominium has been convened pursuant to the provisions of section 43 of the Act, the Declarant shall have the unilateral right, in its sole, unfettered, unchallenged and unreviewable discretion, to govern and control the use and operation of the Recreation Centre (and any portion thereof) and the various amenities, services or facilities therein (or provided therefrom), and to establish hours of use, and to designate or restrict areas of use, with respect to the Recreation Centre or any portion thereof (including the right to restrict the use of any amenities, facilities and/or equipment located within any portion of the Recreation Centre), in order to best co-ordinate the operation and use of the Recreation Centre with the Declarant's marketing, sales, construction and/or customer-service program(s) for this Condominium. From and after the date of this Condominium's turnover meeting, the use, enjoyment and operation of the Recreation Centre and the various amenities, services or facilities therein (or provided therefrom) shall be governed by the rules and regulations passed by the board of directors from time to time in connection therewith, subject however to the overriding provisions of subsection 18(b) hereof, on the express understanding that no rule(s) or regulation(s) hereafter passed or enacted by the board shall interfere with (or diminish) the right of the Declarant to maintain its marketing, sales, construction and/or customer-service offices and temporary model suites within the Recreation Centre in accordance with the provisions hereinafter set forth.
- b) Notwithstanding any other provision(s) contained in this declaration to the contrary, and notwithstanding any rules or by-laws of the Corporation hereafter passed or enacted to the contrary, it is hereby declared and stipulated that the Declarant shall be entitled to use and occupy any portion of the Recreation Centre exclusively for the Declarant's marketing, sales, construction and/or customer-service programs, and to erect and maintain one or more marketing, sales, construction and/or customer-service offices, as well as one or more temporary model suites, at such locations within any portion of the Recreation Centre as the Declarant may unilaterally determine or select, in its sole, unfettered, unchallenged and unreviewable discretion, until such time as the Declarant has sold and transferred title to all of the dwelling units in this Condominium. The cost of erecting, maintaining and ultimately dismantling the said marketing, sales, construction and/or customer-service offices, as well as the said model suites, shall be borne by the Declarant, but the Declarant shall not be charged for the use of the space so occupied, nor for any utility services (and any other usual or customary services) supplied thereto, nor shall the Corporation (or anyone else acting on behalf of the Corporation),

nor any owner, tenant or resident in this Condominium prevent, limit or interfere with the provision of said utility services (and such other usual or customary services) to the said marketing, sales, construction and/or customer-service offices, and to the said model suites.

- c) The Corporation shall also ensure that no actions, steps or measures are taken by anyone which would prohibit, restrict or interrupt the access and egress over the common element areas of this Condominium by the Declarant, and its employees, agents, representatives and/or invitees, to and from the aforementioned marketing, sales, construction and/or customer-service offices, and the said model suites, at all times during the opening hours of the said offices and model suites (as determined by the Declarant in its sole, unfettered, unchallenged and unreviewable discretion), subject however to such reasonable and customary restrictions on access thereto as may be implemented by the security concierge or security personnel retained by and on behalf of the Corporation.
- d) The Declarant shall also be entitled to erect, affix and maintain signs for marketing and/or sales purposes upon or within any part of the Recreation Centre, and within or outside any unsold unit(s), pursuant to the Declarant's on-going marketing program in respect of this Condominium, at such locations and having such dimensions and designs as the Declarant may determine in its sole, unfettered, unchallenged and unreviewable discretion, until such time as the Declarant has sold and conveyed title to all of the dwelling units in this Condominium. The Declarant shall be entitled at any time, and from time to time, to remove all of the furnishings, fixtures, chattels and equipment located in any model suite and/or in any marketing, sales, construction and/or customer service office(s) situate within the Recreation Centre or any portion thereof, or may (at the sole option and discretion of the Declarant) leave any or all of same therein, to or for the benefit of the Condominium and the residents thereof.
- e) Notwithstanding any other provision of this declaration to the contrary, a dwelling unit owner who has leased his or her dwelling unit and who is not residing in the Condominium building, shall not, for the duration of such lease, be entitled to have access to, or use and enjoy, the Recreation Centre and/or any of the amenities, services and/or facilities located therein.

#### **Section 19- Use of the Multi-Purpose/Party Room**

The use of the multi-purpose/party room (comprising part of the common elements situate within the Recreation Centre on level 15 of this Condominium) shall only be used to accommodate the respective parties and/or meetings which are convened or arranged by (and which benefit) the Declarant (while it owns any unit in this Condominium), or any of the owners, residents and/or tenants of the dwelling units in this Condominium. In addition, the multi-purpose/party room may also be reserved by any owners, residents and/or tenants of the dwelling units for the purposes of providing classes or instruction, of a type approved by the board from time to time, for any group of owners, residents and/or tenants, provided that the Condominium shall have no responsibility whatsoever to pay any fees, costs or expenses to any instructor or teacher providing such classes or instruction or any other costs related thereto and all such fees, costs and expenses shall be the sole responsibility of the person(s) reserving the multi-purpose/party room. The use of the multi-purpose/party 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 rules and regulations of the Corporation in force from time to time. A damage deposit, together with a service/cleaning charge, may have to be paid, in advance, for each day/night of use or occupancy of the multi-purpose/party 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, class or instruction (as the case may be) may be levied by the board of directors from time to time, in its sole and unfettered discretion. However, no damage deposit, service/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/party 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 this Condominium.

#### **Section 20 - Use of the Visitor Parking Spaces**

- a) Save as hereinafter otherwise provided to the contrary, it is expressly declared and stipulated that each of the visitor parking spaces shall be used only by the visitors and guests of the respective owners, residents and tenants of the dwelling units in this Condominium, from time to time, and by the Declarant and its employees, agents, representatives, contractors and invitees from time to time, for the purposes of parking thereon (on a temporary basis only) only one motor vehicle per space, and each visitor parking space shall be individually so designated by means of a clearly visible sign.
- b) Notwithstanding anything provided in this declaration to the contrary, it is expressly declared and stipulated that:

- i) the Declarant, its marketing/sales staff, its authorized personnel or agents, and any prospective unit purchasers shall together have the right to use any of the visitor parking spaces (either individually or as a block of visitor parking spaces, with any such block to comprise no less than five (5) underground visitor parking spaces, and to be designated by the Declarant in its sole, unfettered, unchallenged and unreviewable discretion), which right shall cease forthwith upon the sale of all dwelling units owned by the Declarant in this Condominium;
  - ii) none of the visitor parking spaces shall be assigned, leased or sold to any unit owner(s) or to any other party or parties, nor otherwise conveyed or encumbered, nor shall any of the visitor parking spaces ever be used by any unit owner(s), nor be made, converted to or considered part of any exclusive use portions of the common elements; and
  - iii) where any visitor parking space(s) is/are also designated for handicapped parking, then such visitor handicapped parking space(s) 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) Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the board of directors, the term "motor vehicle", when used in the context of visitor parking, parking units or exclusive use parking spaces shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan or truck, not exceeding 1.9 meters in height, and shall exclude any type of commercial vehicle or truck, as well as any trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the board of directors of this Condominium may wish to exclude from the property 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 or contractors in the course of constructing, completing, servicing and/or maintaining this Condominium or any portion thereof, as well as any service vehicles utilized in connection with the maintenance and/or repair of the units and/or common elements within this Condominium.
- d) The use and operation of the visitor parking spaces situate within the confines of this Condominium shall be monitored and controlled by the security concierge or security personnel retained by or on behalf of the Corporation.

#### **Section 20A - Use of the Bicycle Parking Room**

The bicycle parking room comprising part of the common elements, shall be used solely for the purposes of bicycle storage for the bicycles of the unit owners, residents, tenants and occupants of the Condominium, in strict accordance with the rules of the Corporation in force from time to time.

#### **Section 20B - Use of Exclusive Use Parking Spaces**

The owners of those Townhouse Dwelling Units which have appurtenant exclusive use parking spaces, as more particularly described in Schedule "F" to this declaration, shall use and occupy same for motor vehicle parking purposes only, in strict accordance with the rules of the Corporation in force from time to time and the provisions of Section 31(a) and (b) of this declaration with respect to parking units shall also apply to such appurtenant exclusive use parking spaces.

#### **Section 21 - Use of Garbage Storage/Recycling Room**

- a) The owners, residents and tenants of the dwelling units in this Condominium will have access to, and use of, a garbage storage and recycling room equipped with an automated recycling and waste sorting system comprising part of the common elements of this Condominium, and intended to be used solely for the purposes of temporarily storing, sorting and recycling the garbage refuse emanating exclusively from any of the dwelling units in this Condominium.
- b) The Condominium and its owners, residents and tenants shall be obliged to comply with the garbage pick-up and recycling requirements established by the City of Markham from time to time.
- c) Municipal garbage pick-up service will be available to this Condominium only for the collection and removal of garbage and refuse emanating from the dwelling units (and from the common element areas of this Condominium), on designated or scheduled municipal garbage pick-up days. Accordingly, on designated municipal garbage collection and pick-up days only, the Corporation shall arrange for this Condominium's residential garbage container bins to be moved between the residential garbage storage and recycling room, to a reinforced exterior concrete storage/collection pad that will accommodate the Condominium's residential garbage bins. The City of Markham may, in turn, require payment of a service charge from the Corporation associated with the municipality's provision of containerized garbage collection services for the residential component of this Condominium, and if so, all such municipal garbage collection charges shall constitute part of the common expenses of the Corporation.
- d) The Corporation shall arrange for a trained person to be present at all times during the collection/removal of residential garbage refuse from this Condominium, in order to properly manoeuvre and transport the Condominium's garbage containers (situate

within the residential garbage storage/recycling room), to the exterior concrete collection pad, and onto the garbage collection vehicles, and to act as a flagperson when such vehicles are reversing, and to ensure that no garbage containers whatsoever are left outside, except on the mornings of designated garbage pick-up days;

**Section 22 - Restricted Access and/or Use of Certain Common Element Areas**

- a) Save as otherwise specifically provided elsewhere in this declaration to the contrary, it is hereby declared and stipulated that without the prior written consent of the board, no one other than the Declarant (and the authorized agents or representatives of the Declarant or the Corporation) shall have any right of access to any part of the common elements designated or used from time to time as a utilities area, service room, equipment room, electrical or mechanical room, building maintenance or storage area, building manager's office, the Declarant's marketing, sales, construction and/or customer-service office(s), any area used by the Declarant as a temporary model suite, any area used for operating or storing the machinery of the Corporation, any portion of the roof comprising part of the common elements of this Condominium, or any other parts of the common elements used for the care, maintenance or repair of the Condominium's property generally. Save for the Declarant and its authorized agents and/or representatives from time to time, no one shall be entitled to place or affix any matter or thing directly on top of any rooftop structure which encloses or houses any mechanical or electrical equipment, or any heating or cooling equipment, as well as any elevator shafts, stairwells, catwalks, cooling towers, boiler rooms and/or fresh air ducts. The foregoing restrictions on access shall not apply to any mortgagee having a registered first mortgage or charge that encumbers at least twenty-five (25%) percent of the dwelling units in this Condominium, if such mortgagee is exercising a right of access for purposes of inspection, upon giving 48 hours prior written notice thereof to the Corporation or its property manager.
- b) None of the owners or tenants of any of the dwelling units, nor any of their respective agents, representatives, contractors, invitees or licensees, shall have any right of access to (nor any use or enjoyment of) the Condominium's mechanical, electrical and/or telephone or telecom room(s).

**Section 23 - Modification of Common Elements, Assets and Services**

- a) **General Prohibition**  
Save as otherwise specifically provided in this declaration to the contrary, no owner shall make any change or alteration to the common elements (or to an installation upon the common elements), nor alter, decorate, renovate, maintain or repair any part of the common elements (except for maintaining or repairing those parts of the common elements that any such owner has a duty to maintain or repair in accordance with the provisions of this declaration), without obtaining the prior written approval of the Corporation in accordance with the Act, and correspondingly entering into an AAI Agreement with the Corporation in respect of any proposed addition, alteration or improvement to the common elements in accordance with the provisions of section 98 of the Act. Without limiting the generality of the foregoing, and save and except for the Declarant, no owner of a dwelling unit shall erect or install any type of balcony, patio or terrace enclosure or privacy screen/fence upon any portion of the common elements (whether exclusive use or otherwise), without having the construction, erection or installation of same, as well as the specific design, size, colour, specifications and location of same (together with all financial commitments by any such owner with respect to the future maintenance, repair and insurance costs of same) first approved in writing by the board, and ultimately confirmed by the provisions of an AAI Agreement entered into with the Corporation.
- b) **Substantial Additions, Alterations or Improvements**  
The Corporation may make any substantial addition, alteration or improvement to (or renovation of) the common elements or any portion thereof, or any substantial change in the assets of the Corporation, or any substantial change(s) in any service(s) that the Corporation provides to the owners, only upon obtaining the affirmative vote of owners thereto who own at least sixty-six and two-thirds (66 2/3%) percent of the units, at a meeting duly called for such purpose, in accordance with the provisions of subsections 97(4) and (5) of the Act.
- c) **Non-Substantial Additions, Alterations or Improvements**  
The Corporation may make any non-substantial addition, alteration or improvement to (or renovation of) the common elements or any portion thereof, or may make any non-substantial change to the assets of the Corporation, or any non-substantial change(s) in any service(s) that the Corporation provides to the owners, in accordance with the provisions of subsections 97(2) and (3) of the Act.

d) **Determining Whether any Addition, Alteration or Improvement is Substantial**

Whether any addition, alteration or improvement to (or renovation of) the common elements, or any change in the assets of the Corporation, or any change in any service provided by the Corporation to the owners, is to be considered substantial or not, shall be determined or confirmed in accordance with the provisions of subsection 97(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.

e) **As-Built Drawings**

A copy of the complete set of "as-built" architectural and structural plans and specifications for the buildings comprising this Condominium and situate on the Real Property, 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 unit(s)] which required the prior written approval of the board, shall be maintained in the office of the Corporation or of its property manager at all times, or at such other place as the board shall from time to time determine by resolution, for the use of the Corporation in rebuilding or repairing any damage to the building, any of the units and/or the common elements (or any portion thereof), and for the use of any owner or mortgagee of a unit in rebuilding or repairing any damage to any unit and/or exclusive use common element area appurtenant thereto.

**PART 4 - THE SHARED DRIVEWAY/WALKWAY**

**Section 24 - Operation of (and Budgeting for) The Shared Driveway/Walkway**

The manner in which the Shared Driveway/Walkway is utilized, operated, maintained and/or repaired, as well as the preparation and submission of the Shared Driveway/Walkway Budget(s), shall, subject to the terms and provisions of the Shared Driveway/Walkway Agreement, be governed and controlled by the Shared Driveway/Walkway Committee on behalf of the Two Condominiums.

**Section 25 - Responsibility for Paying the Shared Driveway/Walkway Costs**

It is hereby expressly declared and stipulated that the Shared Driveway/Walkway Costs shall be allocated and paid for as follows:

- a) From and after the date of registration of this Condominium, this Condominium shall pay and be solely responsible for its Proportionate Share of the Shared Driveway/Walkway Costs and the Eden Park - Towers I Condominium shall pay and be responsible for its Proportionate Share of the Shared Driveway/Walkway Costs.
- b) Upon the registration of this Condominium, the Declarant shall be automatically released, relieved and fully discharged from any further obligation or liability whatsoever to pay any portion of the Shared Driveway/Walkway Costs. Forthwith upon the request of the Declarant made at any time following registration of this Condominium, this Condominium shall execute a formal release of the Declarant in order to evidence and confirm the foregoing cessation of the Declarant's liability for any further portion of the Shared Driveway/Walkway Costs, together with such further documents and/or assurances as the Declarant may reasonably require.
- c) Since this Condominium comprises 438 registered dwelling units, and the Eden Park Towers I Condominium comprises 457 registered dwelling units, this Condominium's Proportionate Share is 48.94%, while the Eden Park Towers I Condominium's Proportionate Share is 51.06%.

**Section 26 - The Shared Driveway/Walkway Committee**

- a) The Shared Driveway/Walkway Committee shall be initially composed of four members, two of which shall be appointed by the board of directors of the Eden Towers I Condominium and two of which shall be appointed by the Declarant. Following this Condominium's turnover meeting pursuant to section 43 of the Act, the board of directors of this Condominium shall appoint two members to the Shared Driveway/Walkway Committee to replace the two members appointed by the Declarant.
- b) The Shared Driveway/Walkway Committee shall be established for the purposes of assisting in the preparation of the Shared Driveway/Walkway Budget from time to time, and administering, governing, managing, controlling and/or operating the Shared Driveway/Walkway on behalf of the Two Condominiums, and correspondingly reporting to (and making recommendations to) the Two Condominiums from time to time in connection with any joint by-laws or rules respecting the Shared Driveway/Walkway, enacted in accordance with the provisions of section 59 of the Act.
- c) All such appointments to the Shared Driveway/Walkway Committee shall be for a period of one year each (unless such appointment is terminated earlier by the appointment of a replacement member). At least one representative of each of the Two Condominiums must be present, in person or represented by proxy, in order to constitute a quorum for any meeting held or

convened by the Shared Driveway/Walkway Committee, and all decisions or recommendations of the Shared Driveway/Walkway Committee shall be determined, effected and evidenced by the unanimous vote of all members who are present (or represented by proxy) at any such meeting(s), and the chairman of such meeting(s) shall not have a casting or deciding vote.

- d) Any meeting(s) of the Shared Driveway/Walkway Committee may be held or convened by way of teleconference, or any other form of communication system that allows all of the members of the Shared Driveway/Walkway Committee (or their respective proxies) to participate concurrently, and to communicate with each other simultaneously and instantaneously, provided that all of the members of the Shared Driveway/Walkway Committee participating in a meeting held or convened by such means have consented thereto, and a member (or his or her proxy) so participating in any such meeting held or convened by such means shall be deemed for all purposes to be present at such meeting. All of the members of the Shared Driveway/Walkway Committee may, by written resolution signed by all of them, provide their collective consent, in advance, to have any or all meetings of the Shared Driveway/Walkway Committee conducted in the manner contemplated herein, without the necessity of requiring new consents prior to each and every meeting, provided that such resolution (and the standing consent referred to therein) shall be automatically rendered ineffective from and after (but not prior to) the delivery to the Shared Driveway/Walkway Committee by any member of a written notice revoking his or her consent to such resolution.
- e) The Shared Driveway/Walkway Committee shall, inter alia, thereafter be responsible for the following:
- i) making recommendations to each of the Two Condominiums from time to time regarding any rules, regulations or procedures to be implemented with respect to the use, operation, illumination, maintenance and/or repair of the Shared Driveway/Walkway, including, without limitation, rules and procedures with respect to the use, illumination, and/or repair of the Shared Driveway/Walkway, and the manner in which all maintenance and/or repair work with respect to same shall be carried out;
  - ii) making arrangements for the illumination, maintenance and/or repair of the Shared Driveway/Walkway, including all requisite cleaning and snow removal services, and any equipment and fixtures utilized in connection with the illumination, operation, maintenance or repair of the Shared Driveway/Walkway, as well as all landscaping materials, elements, components and/or features comprising any portion of the Shared Driveway/Walkway, and procuring all requisite fire, property damage and public liability insurance coverage for each of the Two Condominiums, with respect to damage and/or injury occasioned to persons and/or property upon or within the Shared Driveway/Walkway or any portion thereof (providing a minimum coverage of \$5 million dollars per occurrence);
  - iii) making arrangements for the provision of all requisite utilities in respect of the use or operation of the Shared Driveway/Walkway; and
  - d) preparing and submitting the Shared Driveway/Walkway Budget to each of the Two Condominiums, not less than once annually, outlining the Shared Driveway/Walkway Costs (inclusive of the costs of the matters listed in subparagraphs (i), (ii) and (iii) above), for incorporation by each of the Two Condominiums as part of their respective overall annual budgets, in accordance with the foregoing provisions hereof.
- f) All recommendations made (and all actions taken) by the Shared Driveway/Walkway Committee shall, as soon as reasonably possible thereafter, be submitted and/or considered for adoption, ratification and confirmation by the board of directors of each of the Two Condominiums, and where deemed necessary or appropriate, for ratification and approval by the respective owners of each of the Two Condominiums at a joint owners' meeting, or alternatively at separate owners' meetings, duly called for that purpose. In addition, the respective boards of directors of the Two Condominiums shall jointly determine such other provisions relating to the conduct, activities and operation of the Shared Driveway/Walkway Committee as may be consistent with the provisions of the Act, the provisions of their respective declarations, and the provisions of this Agreement, in accordance with the procedures governing the making, amending or repealing of joint by-laws or rules set forth in section 59 of the Act.

#### **PART 5 - OWNERSHIP OF UNITS**

##### **Section 27 - Restrictions on Ownership of Parking and Locker Units**

- a) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and save and except for any parking unit(s), parking/locker unit(s) and/or locker unit(s) owned by the Declarant or the Corporation, the ownership, sale, leasing, charging, assignment, transfer or other conveyance or encumbrance of any parking unit(s) and/or locker unit(s) [hereinafter collectively referred to as the "Restricted Units" and individually referred to as a "Restricted Unit"] shall be subject to the following restrictions and limitations, namely:
- i) no one shall retain ownership of any Restricted Unit after he or she has sold and conveyed title to his or her dwelling unit within this Condominium;
  - ii) any sale, transfer, assignment or other conveyance of any Restricted Unit shall be made only to the Declarant, or to the Corporation, or to any owner of a dwelling unit within this Condominium;

- iii) any lease of any Restricted Unit shall be made only to the Declarant, or to the Corporation, or to any owner or tenant of a dwelling unit within this Condominium, provided however that if any Restricted 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;
  - iv) where any Restricted Unit is leased to an owner of a dwelling unit in this Condominium, then upon the sale, transfer, assignment or other conveyance of the lessee's dwelling unit, the lease in respect of such Restricted Unit shall also be assigned by the said lessee to the transferee or new owner of such dwelling unit, within thirty (30) days of the registration of the transfer of title to the said dwelling unit, failing which the lease of such Restricted Unit shall be automatically terminated and be of no further force or effect, and the Restricted Unit which is subject to such lease shall thereupon revert to the lessor thereof;
  - v) where the lessee of a Restricted Unit is an owner of a dwelling unit in this Condominium, and such lessee is deprived of possession and/or ownership of his or her dwelling unit through any legal action, by any party holding or claiming a registered mortgage, charge, execution, lien or other encumbrance against the said dwelling unit, then the lease in respect of such Restricted Unit shall be deemed to have been in default, and shall thereupon be automatically terminated and of no further force or effect, whereupon the Restricted Unit which is subject to such lease shall automatically revert to the lessor thereof.
- b) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Restricted Unit, in contravention of any of the foregoing provisions hereof, shall be automatically null and void, and of no force or effect whatsoever, and any lease of any Restricted Unit shall automatically be deemed and construed to be amended in order to accord with the foregoing provisions hereof.

#### **Section 28 - Corporation to Purchase and Own the Guest Suite Units**

- a) The Declarant shall sell and transfer the Guest Suite Units to the Corporation within sixty (60) days after the registration of this Condominium, at a purchase price of \$300,000.00 for both Guest Suite Units, inclusive of all applicable harmonized sales taxes. The purchase price shall be paid by the Corporation by the giving back to the Declarant of a vendor take back first mortgage having a term of ten (10) years, bearing interest at the rate of six (6%) per cent per annum, calculated semi-annually, not in advance, repayable monthly principal plus interest over a ten (10) year amortization period. The Corporation shall execute a land transfer tax affidavit to be attached to the transfer/deed of the Guest Suite Units from the Declarant to the Condominium and shall cause to be registered on title such transfer/deed of land as well as a charge/mortgage of land reflecting the above payment terms. In the event that the Declarant arranges for a mortgage from a third party lender for the purposes of satisfying the purchase price of the Guest Suite Units, the Corporation shall grant a charge/mortgage of land to such third party lender, (and shall be responsible for all costs associated with the granting of such charge/mortgage) in addition to or in substitution for the vendor take back mortgage hereinbefore described.
- b) Once the Guest Suite Units have been transferred to the Corporation pursuant to the foregoing clause (a), the Corporation shall not sell, transfer, assign or convey the Guest Suite Units or either of them to any other party, but shall, rather retain ownership of same for use in accordance with section 33 of this declaration.
- c) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Guest Suite Unit, in contravention of any of the foregoing provisions hereof, shall be automatically null and void, and of no force or effect whatsoever.

#### **PART 6 - OCCUPATION AND USE OF UNITS**

#### **Section 29 - General Use**

- a) No unit shall be occupied or used by any owner, or by anyone else, in such a manner as is likely to damage or injure any person or property (including any other units or any portion of the common elements), nor in any manner that will unreasonably interfere with the use or enjoyment by other owners of the common elements or their respective units, nor in any manner which might affect the structural integrity of any unit and/or the common elements, or that may result in the cancellation (or threat of cancellation) of any insurance policy obtained or maintained by the Corporation or otherwise referred to in this declaration, or that may significantly increase any insurance premium(s) or deductible amount with respect to any insurance policy of the Corporation, nor in such a manner as to lead to a breach by any owner (or by the Corporation) of any provision of this declaration, the by-laws or rules of this Condominium, and/or any agreement(s) binding on the Corporation and expressly authorized or ratified by any by-law. In the event that the use of a unit made by any owner (and/or by such owner's residents, tenants, employees, invitees or licensees), or by anyone else for whose actions such owner is responsible at law or in equity, causes injury to any person, or causes damage to such owner's unit and/or to any other unit(s) or to any part of the common elements, or results in the premium of any insurance policy obtained or maintained by the Corporation being significantly increased, or results in the payment of a deductible amount (or an increase in any deductible amount) with respect to any insurance policy of the Corporation, or results in any such

policy being cancelled, then such owner shall fully indemnify and save the Corporation harmless from and against all costs, claims, damages and/or liabilities that the Corporation may suffer or incur as a consequence thereof, and such owner shall also be personally liable to pay and/or fully reimburse the Corporation for all costs and expenses incurred to fully redress or rectify any such injury or damage [including without limitation, all deductible amounts and increased insurance premiums (if any), together with all legal fees and disbursements incurred by the Corporation in the collection of any of the aforementioned costs, on a solicitor and client basis], on the express understanding that all such costs, expenses, legal fees and disbursements may be recovered by the Corporation against such owner in the same manner, and to the same extent, as common expenses (and with corresponding lien rights in favour of the Corporation against such owner's unit, similar to the case of common expense arrears). The foregoing provisions of this subparagraph shall not, however, be construed so as to prohibit or restrict (nor shall same be applied in any manner which prohibits or restricts) the transient residential rental accommodation arrangements made (or to be made from time to time) by or on behalf of the Declarant and/or any other dwelling unit owner(s), and the aforementioned indemnity and reimbursement provisions with respect to any increased insurance premiums and/or deductible amounts regarding the Corporation's insurance shall not apply with respect to the transient residential rental accommodation arrangements made (or to be made from time to time) by or on behalf of the Declarant and/or any other dwelling unit owner(s).

- b) The owner of each unit shall comply (and shall require all residents, tenants, invitees and/or licensees of his or her unit to comply) with the provisions of the Act, this declaration, the by-laws and rules of this Condominium, and any agreement(s) binding on the Corporation or expressly authorized or ratified by any by-law(s) of the Corporation.
- c) Save as otherwise expressly provided in this declaration to the contrary, no one other than the Declarant shall make any structural change, renovation, alteration or addition whatsoever to his or her unit, without the prior written consent of the Corporation, on the express understanding that such consent shall be in the sole and unfettered discretion of the board, and may be subject to such terms and conditions as the board may determine or impose from time to time. When requesting such consent, the owner shall provide to the board a copy of the plans relating to the proposed structural change, renovation, alteration or addition, and such other information as may be required by the board. The board, or its authorized agent, shall review such plans and information for the purpose of confirming that the proposed structural change, renovation, alteration or addition will not:
- i) adversely affect the structural integrity of the unit or any other unit(s);
  - ii) detract from or unreasonably interfere with the use or enjoyment of any other unit(s) by the respective owner(s) or occupant(s) of same;
  - iii) negatively impact the aesthetic appearance of this Condominium or any portion thereof;
  - iv) increase the insurance premiums relating to any policy of insurance maintained by the Corporation;
  - v) obstruct access to any utility easement(s) or public service(s);
  - vi) encroach upon the common elements (except in a minor way, if at all), nor upon or with respect to any other unit(s);
  - vii) alter the grading of the Real Property (or any portion thereof), nor obstruct any drainage pattern(s) of the Real Property; and
  - viii) violate any provisions of any by-law(s) or ordinance(s) of any of the Governmental Authorities, or any provisions of any agreement(s) or restriction(s) binding on the Corporation.
- d) Without limiting the generality of the foregoing, no change shall be made or permitted to the colour of any exterior glass, window, door, screen or other installation(s) appurtenant to (or associated with) any unit, except with the prior written consent of the board, and each owner shall ensure that nothing is affixed, attached to, hung, displayed or otherwise placed on any portion of the exterior walls (including awnings and/or storm shutters), and/or the exterior doors or windows of this Condominium, except with the prior written consent of the board, or save and except as may otherwise be permitted by any other provisions of this declaration.
- e) Save and except as may otherwise be expressly permitted by any other provision(s) of this declaration, no sign, advertisement or notice of any type, size or kind shall be inscribed, painted, affixed, attached, hung or displayed on any part of any unit (whether within the interior or exterior of any unit, and whether temporary or otherwise), without the express written consent of the board. This restriction shall not, however, apply to the Declarant under any circumstances whatsoever.
- f) Save as otherwise provided or contemplated in this declaration to the contrary, no boundary, load-bearing or demising wall(s) in respect of any unit, nor any portion of the floor (excluding the floor finish) or ceiling (excluding the ceiling finish) of any unit, nor the door of any unit leading directly to any common element hallway or corridor, or to any outdoor common element area, nor any portion of the Condominium's heating, cooling, plumbing, security, fire prevention, mechanical and/or electrical installations or systems (and/or any appurtenant fixtures and equipment) contained in (or forming part of) any unit, shall be



removed, extended or otherwise altered without the prior written consent of the board, but the provisions of this subparagraph shall not require any owner to obtain the consent of the board for the purpose of painting or decorating the interior surface of any wall, floor, ceiling or door of any unit which is not visible from the exterior of said unit.

- g) Save as may otherwise be expressly provided in this declaration to the contrary, no owner shall install any fencing, privacy screen or enclosure, nor any deck, planter boxes or other landscaping treatments or features, within the confines of his or her unit (nor within any exclusive use common element areas appurtenant thereto) without the prior written consent of the board. In order to maintain a uniform appearance and/or an aesthetically pleasing and compatible appearance throughout this Condominium, and to ensure compliance with all applicable municipal building and zoning restrictions, the board shall have the right to prescribe the height, type, size, design and colour of all fencing, privacy screens, enclosures, decks, planter boxes and/or other landscaping treatments or features proposed to be constructed or installed by any owner as an appurtenance to his or her unit (or with respect to any exclusive use common element areas appurtenant thereto).

### **Section 30 - Use of the Dwelling Units**

- a) Each dwelling unit shall be occupied and used only for residential purposes, and/or for the business of providing transient residential rental accommodation on a furnished and/or unfurnished suite basis (with or without ancillary maid, cleaning and/or laundry services), through short term or long term license/lease arrangements, in accordance with the provisions of the applicable zoning by-law(s) of the Governmental Authorities, as may be amended from time to time, and for no other purpose whatsoever, provided however that the foregoing shall not prevent or in any way restrict:
- i) the Declarant from completing the building situate on the Real Property and all improvements thereto, nor shall the foregoing prevent the Declarant, while owning and seeking to sell any of the dwelling units in this Condominium (or any mortgagee who has a registered mortgage or charge against not less than twenty-five (25%) percent of the dwelling units in this Condominium, and who seeks to sell the dwelling units so encumbered by said mortgage or charge) from utilizing any of such dwelling units for the purposes of creating and/or maintaining therein one or more marketing, sales, construction and/or customer-service office(s), as well as advertising signs and temporary model suites for display purposes (at such locations and having such dimensions and designs as the Declarant or such mortgagee may determine in their respective sole, unfettered, unchallenged and unreviewable discretion), until such time as all of the dwelling units in this Condominium (or such lesser number as the Declarant may determine in its sole, unfettered, unchallenged and unreviewable discretion) have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof; and
  - ii) any unit owner, or any property manager acting on behalf of any unit owner or group of unit owners, from leasing or renting any dwelling unit(s) in this Condominium from time to time, for any duration and on any number of occasions, and whether in a furnished or unfurnished state, with or without ancillary maid, cleaning and/or laundry services.
- b) No tinted, coloured, mirrored or foil-lined interior window treatments or coverings (nor any sign, advertisement or notice of any kind, type or size) shall be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s) so as to be visible from the exterior of the Condominium. For greater clarity, only white or off-white window linings, backings or coverings (or only white or off-white window blinds or shutters) that are visible from the exterior of the Condominium may be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s)
- c) Water, electricity and gas service to the non-exclusive use common element areas of this Condominium, will be bulk-metered, and shall correspondingly comprise part of the common expenses. However, this Condominium has been designed so that:
- i) each of the dwelling units shall be separately metered or sub-metered (and correspondingly separately invoiced) for electricity service provided to the dwelling unit and its appurtenant exclusive use common elements by a check meter, sub-meter or consumption meter appurtenant to the dwelling unit that is read by the Utility Monitor (as herein after defined), and, accordingly, the dwelling unit's consumption of electricity (including the electricity consumption relating to any exclusive use common area appurtenant to such dwelling unit) shall not comprise part of the common expenses, but rather shall be borne and paid for solely by the dwelling unit owner;
  - ii) each of the dwelling units shall be separately sub-metered (and correspondingly separately invoiced) for cold water service provided to the dwelling unit and its appurtenant exclusive use common elements, pursuant to a check meter, sub-meter or consumption meter appurtenant to the dwelling unit that is read by the Utility Monitor (as hereinafter defined) and which measures the amount of cold water flow to the dwelling unit (and its appurtenant exclusive use common elements) and, accordingly, the dwelling unit's consumption of cold water (including the cold water consumption relating to any exclusive use common area appurtenant to such dwelling unit) shall not comprise part of the common expenses, but rather shall be borne and paid for solely by the dwelling unit owner;
  - iii) each of the Highrise Dwelling Units shall be separately sub-metered (and correspondingly separately invoiced) for hot water service provided to the dwelling unit and its appurtenant exclusive use common elements, pursuant to a check meter, sub-meter or consumption meter appurtenant to the Highrise Dwelling Unit that is read by the Utility Monitor (as hereinafter defined) and which measures the amount of hot water flow to the Highrise Dwelling Unit (and its appurtenant exclusive use common elements) and the gas consumption used to heat that water, so that the cost of heating the dwelling unit's water shall not comprise part of the common expenses, but rather shall be borne and paid for solely by the Highrise Dwelling Unit owner; and

- iv) each of the Townhouse Dwelling Units shall be separately sub-metered (and correspondingly separately invoiced) for natural gas service provided to the dwelling unit and its appurtenant exclusive use common elements, pursuant to a check meter, sub-meter or consumption meter appurtenant to the Townhouse Dwelling Unit that is read by the Utility Monitor (as hereinafter defined) and which measures the amount of the Townhouse Dwelling Unit's (and its appurtenant exclusive use common elements) natural gas consumption, so that the cost of such natural gas consumption shall not comprise part of the common expenses, but rather shall be borne and paid for solely by the Townhouse Dwelling Unit owner;

The Corporation will accordingly receive bulk invoices for the water, gas and electricity services utilized or consumed by all of the units and common elements as a whole, from the local water, gas and electricity authorities or providers respectively, pursuant to readings taken by such authorities or providers on a bulk meter basis (hereinafter referred to as the "Bulk Utility Bills"), and the Corporation shall pay, in full, the Bulk Utility Bills on behalf of all of the respective unit owners in this Condominium, as and when due. However, as previously indicated, in an effort to promote energy conservation in this Condominium, the Declarant has arranged the installation of separate check or consumption meters for cold water and electricity service appurtenant to each of the dwelling units, for hot water appurtenant to each of the Highrise Dwelling Units, and for natural gas appurtenant to each of the Townhouse Dwelling Units, for the purposes of measuring and gauging the cold water, electricity, hot water and gas service consumed by each dwelling unit owner, as applicable. The Corporation shall retain the services of one or more third party contractors (hereinafter referred to as the "Utility Monitor"), to read the sub-meters appurtenant to each dwelling unit on a periodic basis, and to correspondingly issue invoices periodically to the owners of each of the Units for the cost of their respective consumption of hot water, gas, cold water and electricity service, as applicable, determined in accordance with the Utility Monitor's sub-meter readings. The Utility Monitor may be the owner of the hot water, gas, cold water and electricity sub-meters. Forthwith following the Condominium's receipt of each of the Bulk Utility Bills, the Condominium shall cause the Utility Monitor to read the sub-meters appurtenant to each of the dwelling units, as applicable, either by a direct visual reading or by remote electronic/computerized means, or by any other method, provided same is reasonably reliable and accurate, and the Utility Monitor (as agent for and on behalf of the Condominium) shall thereafter issue and submit its own separate periodic invoice(s) to each of the dwelling unit owners, reflecting the cost of their respective hot water, gas, cold water and electricity consumption, as applicable [with the cost of such consumption by each of the dwelling units (and any exclusive use common element areas respectively appurtenant thereto), being hereinafter collectively referred to as each dwelling unit owner's "Proportionate Share of Utility Consumption" or "P.S.U.C."], and each dwelling unit owner shall be obliged to pay to the Utility Monitor (as agent for the Condominium) his or her P.S.U.C. on or before the tenth (10th) day following the receipt of an invoice for same from the Utility Monitor (hereinafter referred to as the "Due Date"). In the event that any dwelling unit owner fails to pay to the Utility Monitor his or her P.S.U.C., on or before the Due Date, then in addition to any other rights, remedies or powers available to the Condominium (at common law, by statute, or in equity), the Condominium shall be entitled to:

- i) charge and levy interest against such owner (hereinafter referred to as the "Defaulting Owner") on such unpaid P.S.U.C. amount, and on all costs and expenses incurred by the Corporation (or the Utility Monitor on behalf of the Corporation) in collecting (or attempting to collect) same, including all legal expenses incurred by the Corporation (or by the Utility Monitor on behalf of the Corporation) on a solicitor-and-client basis or substantial-indemnity scale, at a rate equal to 24% per annum, calculated monthly not in advance, with interest on the unpaid P.S.U.C. amount commencing to accrue from and after the Due Date, and with interest on all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from and after the respective dates that the Corporation (or the Utility Monitor, on behalf of the Corporation) incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid,
- ii) add, to the extent permitted by law, the outstanding amount owing by the Defaulting Owner for such unpaid P.S.U.C. amount, together with all outstanding interest accrued thereon as aforesaid, to the common expenses that are otherwise due and owing or payable by such Defaulting Owner to the Corporation, and to recover same from the Defaulting Owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation as apply to common expense arrears); and/or
- iii) maintain and enforce a lien against the Defaulting Owner's dwelling unit, as security for the payment of his or her P.S.U.C. amount, and for all costs and expenses incurred by the Corporation (or by the Utility Monitor, on behalf of the Corporation) in collecting (or attempting to collect) same, together with all outstanding interest accruing thereon as aforesaid (hereinafter referred to as the "Utility Lien"), and it is hereby declared and stipulated that the Utility Lien shall be enforceable by the Corporation 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 Corporation (as a prerequisite to the registration and/or enforcement of the Utility Lien) to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Corporation 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 Corporation.

- d) Any monies received by the Corporation arising from the sale of the Defaulting Owner's dwelling unit pursuant to the Corporation's enforcement of the Utility Lien shall be applied by the Corporation in the following order of priority, namely:
- i) firstly, to pay and fully satisfy all outstanding charges or similar encumbrances, if any, registered against the Defaulting Owner's dwelling unit which, at law, have 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 ultimate sale of the Defaulting Owner's dwelling unit 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 dwelling unit;
  - iii) thirdly, to pay or reimburse the Corporation for (or in respect of) the Defaulting Owner's P.S.U.C. amount, 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 Utility Monitor'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 dwelling unit after the 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 any applicable provisions of the Act; 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.
- c) The execution by the Corporation of a certificate confirming that the Corporation does, or does not, maintain or claim the Utility Lien against a particular dwelling unit, pursuant to the foregoing provisions of this section, shall constitute irrefutable evidence and proof of same, and the Corporation shall be obliged to execute such a certificate forthwith upon its receipt of a written request for same from the Declarant, any prospective purchaser or mortgagee of any such dwelling unit, the then current registered owner thereof, or from any other party interested in such information, at a charge, fee or expense to the party so requesting same not exceeding \$100 inclusive of all applicable taxes (but at no charge, fee or expense whatsoever to the Declarant requesting same). Any registered mortgagee, or any purchaser or prospective mortgagee of the Defaulting Owner's dwelling unit shall, upon payment to the Corporation of the full amount secured by the Utility Lien so maintained by the Corporation pursuant to the foregoing provisions of this section, have the right to receive a full and complete discharge or an absolute assignment thereof, provided that such party must first deliver written notice to the Corporation requesting such discharge or assignment, setting forth a date and time for the delivery of such discharge or assignment [which date shall not be less than ten (10) days, nor more than thirty (30) days following the delivery of such notice], and with the exchange of such discharge or assignment for the monies owing to the Corporation therefor to take place and/or be governed by the following: since electronic registration is now mandatory in the Land Titles Division of the York Region Land Registry Office (No. 65), the exchange of such discharge or assignment for the monies owing to the Corporation shall be undertaken pursuant to (and in accordance with) the provisions of a document registration agreement [in the form adopted by the Joint ISLC - CBAO Committee On Electronic Registration Of Title Documents on March 29<sup>th</sup>, 2004 (and posted onto the Law Society's website on April 8<sup>th</sup>, 2004), or any successor version thereof], and upon the Corporation's receipt of the full amount secured by the Utility Lien, the Corporation shall direct its solicitor to electronically execute and release for registration the discharge or assignment of the Utility Lien to the other party's solicitor.
- f) In light of the fact that the Corporation has retained (or will shortly hereafter be retaining) the services of the Utility Monitor to read each of the hot water, cold water, electricity and natural gas check meters, as applicable, appurtenant to each of the dwelling units, and to correspondingly issue invoices to each of the respective dwelling unit owners for their respective consumption of hot water, cold water, electricity and natural gas service, as applicable (determined in accordance with the aforementioned sub-meter readings), then in order to facilitate the payment of such invoices, each of the dwelling unit owners shall (forthwith following a written request made by the Corporation or the Utility Monitor to do so) make their requisite payments of the periodic invoices issued by the Utility Monitor from time to time, by way of a pre-authorized payment plan, and shall execute and deliver such bank forms, authorizations, documents and instruments (including the provision of an unsigned cheque marked "void" from the bank account to be used for making all such payments to the Utility Monitor) as may be reasonably required from time to time by the Corporation or the Utility Monitor in order to implement (and give full force and effect to) any such pre-authorized payment plan.

### **Section 31 - Use of the Parking Units**

- a) Each parking unit shall be used and occupied for motor vehicle parking purposes only, in strict accordance with the rules of the Corporation in force from time to time. 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 parking units, visitor parking spaces or exclusive use parking

spaces, shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan or truck not exceeding 1.9 metres in height, and shall exclude any type of commercial vehicle or truck, and any trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the board may wish to exclude from the property, 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 or contractors in the course of constructing, completing, servicing and/or maintaining this Condominium (or any portion thereof), as well as any service vehicles utilized hereafter in connection with the maintenance and/or repair of the units and/or common elements within this Condominium (or any portion thereof).

- b) The owner of a parking unit shall maintain same in a clean and sightly condition. Without limitation, the owner shall be responsible for cleaning concrete floor in event of oil or other leakage spills .
- c) The Corporation may make provision in/its annual budget for the cleaning and sweeping of the parking units, either in their totality, or in groups of parking units.
- d) Non-disabled unit owners and/or occupants of any non-visitor handicapped parking units (hereinafter individually referred to as a "Handicapped Parking Unit" and collectively as the "Handicapped Parking Units"), (including a disabled unit owner who is not personally using or occupying any Handicapped Parking Unit) shall be obligated, upon notification by the condominium corporation, to exchange, at no cost to a disabled driver who is a resident of this Condominium (and who holds a valid disabled parking permit that is appropriately displayed or visible in their vehicle), the use of the Handicapped Parking Unit with the disabled driver's non-handicapped parking unit, throughout the duration of such disabled person's residency in this Condominium.

#### **Section 32 - Use of the Locker Units**

Each locker unit shall be used and occupied for storage purposes (including the storage of one or more bicycles therein, if same can be accommodated within the confines thereof), and for such general or hobby purposes as shall not constitute a nuisance or danger to the other owners, nor to any of the other units or common elements, nor result in the violation or contravention of any applicable zoning or building by-law(s) and/or any fire, health or safety regulation(s) of the Governmental Authorities, and any such use shall be in strict accordance with the rules of the Corporation in force from time to time. The board may, from time to time, restrict the categories of items that may be stored or used in such locker units, and which (in the opinion of the board or the Condominium's property manager, acting reasonably) may cause a nuisance or danger to the other unit owners, the units and/or the common elements. However, the Declarant shall not be prevented from storing any items within (or using) any locker unit(s) owned by it, in any manner and/or for any purposes not expressly prohibited by the applicable zoning by-laws or regulations of the Governmental Authorities. No items may be stored on top of any locker unit.

#### **Section 33 - Use of the Guest Suite Units**

The Guest Suite Units shall only be used to provide overnight accommodation exclusively for the guests of the owners, residents and/or tenants of the dwelling units in this Condominium from time to time, and a fee, together with a service/cleaning charge and/or damage deposit, shall be paid in advance for each night of occupancy of a Guest Suite Unit, in such amount, and upon such terms and conditions, as the board of directors may establish from time to time. The use of the Guest Suite Unit shall be subject to the provisions of all applicable by-laws and regulations of the Governmental Authorities, and also subject to the provisions of any agreement(s) entered into by the Declarant with any management/cleaning firm pertaining to same, and shall also be governed by the rules and regulations of the Condominium.

#### **Section 34 - Temporary Model Suites**

At the time of registration, several unsold dwelling, parking and/or locker units in this Condominium may be used as temporary model suites for marketing, leasing and/or sales purposes, and the Declarant, its sales staff and their respective invitees and authorized representatives shall be entitled to use the common elements for access to and egress from said model suites. The Declarant shall be entitled to maintain such model suites, together with the right to place or erect on the common elements (and/or within such units being utilized for temporary model suites) all marketing/sale displays and signs, until such time as all of the dwelling units in this Condominium (or such lesser number as the Declarant may determine in its sole, unfettered, unchallenged and unreviewable discretion) have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof.

### **PART 7 - LEASING OF UNITS**

#### **Section 35 - Notification of Lease**

- a) In accordance with the provisions of section 83 of the Act, where the owner of a unit leases his or her unit, or renews a lease in respect of his or her unit, the owner shall, within thirty (30) days of entering into a lease or any renewal thereof:
  - i) notify the Corporation in writing that the unit has been leased;
  - ii) provide the Corporation with the lessee's name, the owner's address for service and a copy of the lease or renewal, or a

summary of it in accordance with Form 5, as prescribed by section 40 of O.Reg. 49/01 under the Act; and

- iii) provide the lessee with a copy of this declaration, along with copies of the by-laws and rules of the Corporation.
- b) If a lease of a unit is terminated and not renewed, the owner of the unit shall notify the Corporation in writing of same.
- c) In addition to the foregoing requirements, no owner, other than the Declarant, shall lease his or her dwelling, parking and/or unit(s) unless such owner first delivers to the Corporation a binding covenant or agreement signed by the tenant in favour of the Corporation to the following effect:  
*"I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the unit rented by me and the common elements, comply with The Condominium Act 1998, S.O. 1998, as amended, as well as the declaration, by-laws and rules of the condominium corporation during the entire term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of common expenses, unless otherwise provided by The Condominium Act 1998, S.O. 1998, as amended."*
- d) The Declarant and each of the unit owners in this Condominium shall have the right to lease or rent their respective dwelling units from time to time, for any duration, on any number of occasions, 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 subparagraphs 34 (a), (b) and (c) hereof, as may be applicable.
- e) 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 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.

#### **Section 36 - Tenant's Liability**

No tenant shall be liable for the payment of common expenses unless notified in writing by the Corporation that the landlord/owner of the unit which the said tenant is occupying is in default of payment of common expenses, and requiring the said tenant to pay to the Corporation an amount equal to the defaulted payment, in which case the tenant shall deduct from the rent otherwise payable to the said landlord/owner, an amount equal to the defaulted payment, and shall forthwith pay same to the Corporation.

#### **Section 37 - Owner's Liability**

Any owner leasing his or her unit shall not be relieved thereby from any of his or her obligations with respect to the unit, which obligations shall be joint and several with his or her tenant.

### **PART 8 - MAINTENANCE AND REPAIRS**

#### **Section 38 - Maintenance and Repairs to the Units**

- a) Save as otherwise specifically provided in this declaration to the contrary, each owner shall maintain his or her unit, and, subject to the provisions of this declaration, each owner shall repair his or her unit after damage, all at such owner's sole cost and expense, save and except for any requisite repair after normal wear and tear [which is included or encompassed within the obligation to maintain, by virtue of section 90(2) of the Act] and/or any repair of damage for which the cost of repair is recovered under any policy of insurance held or maintained by the Corporation, in which case the Corporation shall be obliged to expend such insurance proceeds in order to undertake and complete all requisite repairs to the damaged unit [excluding, however, any and all improvements made to the damaged unit, as determined by reference to a standard unit for the class of unit to which the unit belongs, as more particularly described in a by-law of the Corporation made under subsection 56(1)(h) of the Act, or alternatively described in a schedule prepared by the Declarant and delivered to the Corporation at the turnover meeting in accordance with subsection 43(5)(h) of the Act, if and where the board has not yet enacted any such by-law].
- b) Each owner of a Highrise Dwelling Unit shall 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 delineated in Schedule "C" annexed to 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 nevertheless be paid for by the affected unit owner immediately upon the Corporation's presentation of an invoice for same, and in the event

such invoice is not paid when due, then the provisions of subsection 38(e) and section 44 of this declaration shall apply. Each owner of a dwelling unit 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 any equipment appurtenant thereto), as well as any needed maintenance or repair work to the aforementioned fireplace chimney/exhaust pipe (if so installed by the Declarant within the owner's dwelling unit), 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.

- c) Without limiting the generality of the foregoing, each Townhouse Dwelling Unit owner having:
- i) a fireplace constructed or installed by the Declarant as part of his or her Townhouse Dwelling Unit, shall be responsible for the cleaning, sweeping and overall maintenance and repair of the fireplace itself and the flue appurtenant to such fireplace, while the Corporation shall be responsible for the maintenance and repair of the chimney or exterior portion(s) of the exhaust pipe appurtenant to such fireplace;
  - ii) a gas-powered high efficiency forced air heating and integrated hot water system (including all pipes, conduits, equipment and appurtenances thereto) constructed or installed by the Declarant as part of his or her Townhouse Dwelling Unit, shall be responsible for the maintenance and repair thereof (whether installed or located wholly or partially within or beyond the boundaries of the Townhouse Dwelling Unit), and regardless of whether the said system or any part thereof is (or may be) rented, or subject to a rental equipment contract which purports to transfer the responsibility for the maintenance and repair thereof onto lessor thereof 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 contractors, agents and/or representatives, but shall nevertheless be paid for by the affected unit owner immediately upon the Corporation's presentation of an invoice for same, and in the event such invoice is not paid when due, the provisions of subsection (g) of this paragraph shall apply. Each owner of a Townhouse Dwelling Unit shall accordingly notify the Corporation or the Condominium's property manager regarding any needed maintenance and/or repair work to the vertical fan coil unit (and all appurtenant equipment thereto), and shall allow the Corporation's authorized contractors, agents and/or representatives access thereto at all reasonable times in order to carry out said work; and/or
  - iii) an air-conditioning condenser(s) (and all appurtenant equipment with respect thereto) installed by the Declarant to service such Townhouse Dwelling Unit, shall be responsible for the maintenance and repair thereof (whether installed or located wholly or partially within or beyond the boundaries of such Townhouse Dwelling Unit) 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 contractors, agents and/or representatives, but shall nevertheless be paid for by the affected unit owner immediately upon the Corporation's presentation of an invoice for same, and in the event such invoice is not paid when due, the provisions of subsection (g) of this paragraph shall apply. Each owner of a Townhouse Dwelling Unit shall accordingly notify the Corporation or the Condominium's property manager regarding any needed maintenance and/or repair work to the air-conditioning condenser(s) (and all appurtenant equipment) serving such Townhouse Dwelling Unit.
- d) Notwithstanding anything hereinbefore provided to the contrary, it is hereby declared and stipulated that each unit owner shall be responsible for all damages to any other unit(s), and to the common elements, which are caused by the failure of such owner to maintain and repair his or her unit in accordance with the provisions of this declaration, save and except for any damages for which the cost of repairing same has been (or will be) recovered or reimbursed under any policy of insurance held or maintained by the Corporation, provided however that any such owner who has failed to so maintain or repair his or her unit shall nevertheless be responsible for fully reimbursing the Corporation forthwith for any insurance deductible amount paid or payable by or on behalf of the Corporation in connection with any insured claim submitted or pursued in respect of any such damages.
- e) In accordance with the provisions of section 92 of the Act, the Corporation shall make any repairs that any owner is obligated to make (and that he or she does not make within a reasonable time), after written notice is given to such owner by the Corporation. In such event, the said owner shall be deemed to have consented to having repairs done to his or her unit by the Corporation, and shall reimburse the Corporation in full for the cost of such repairs, including any legal fees and collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such costs shall bear interest at the rate of twenty-four (24%) percent per annum, calculated monthly not in advance, until paid by said owner. The Corporation may collect such costs in one or more instalments (as the board may decide upon), and same shall be added to the monthly contributions towards the common expenses of such owner, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and be recoverable as such (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).
- f) In addition to the requirements of section 123 of the Act [which are imposed upon the Corporation when the building has been substantially damaged, as expressly defined or determined in accordance with the provisions of subsection 123(2) of the Act], the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any unit (and of their corresponding entitlement to exercise the right of the unit owner to vote), notice that substantial damage has occurred to

the property of the Condominium, together with notice of the meeting to be held to determine whether or not to repair such damage.

- g) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby declared and stipulated that where a unit owner is responsible (pursuant to the provisions of this declaration) for the maintenance or repair of any matter, item or component which is not fully accessible from or by such owner's unit (or any exclusive use common element areas appurtenant thereto), or alternatively where the Corporation is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance or repair of any portion of such owner's unit, then in either of such circumstances, such owner shall not undertake or complete said maintenance or repair work, but rather shall be obliged to notify the Corporation of the needed or desired maintenance or repair work with respect to same, and shall provide reasonable access to or through such owner's unit (and to any exclusive use common element areas appurtenant thereto) to the Corporation's authorized agents, representatives, employees and/or retained contractors in order to facilitate such maintenance or repair work by the Corporation's authorized agents, representatives, employees and/or retained contractors, and said work shall be carried out and completed at the sole cost and expense of such owner (unless the Corporation was obliged to carry out said work, at its sole cost and expense, in accordance with any of the foregoing provisions hereof). In those circumstances where the owner is solely responsible for the cost of any maintenance or repair work undertaken by the Corporation's authorized agents, representatives, employees and/or retained contractors as hereinbefore provided, the Corporation shall invoice such owner for all costs and expenses incurred in connection with any such maintenance or repair work so undertaken, and the unit owners shall forthwith pay same to the Corporation, failing which all such costs and expenses shall be added to the monthly contributions towards the common expenses of such owner, and shall be treated in all respects as common expenses, and be recoverable as such (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

**Section 39 - Maintenance and Repairs to Common Elements**

- a) Save as otherwise specifically provided elsewhere in this declaration to the contrary, the Corporation shall be obliged to maintain, and repair after damage, the common elements, but excluding any improvements to (and/or any facilities, equipment, services and/or amenities installed by any unit owner upon or within) any common element area designated for the exclusive use of any particular unit owner pursuant to Schedule "F" of this declaration.
- b) In order to maintain a uniform appearance and/or an aesthetically pleasing and compatible appearance throughout this Condominium, the Corporation's duty to maintain and repair shall extend to:
- i) all outdoor landscaping (whether characterized as hard or soft landscaping features or elements) situate within any non-exclusive use common element areas, and for the purposes of this declaration, such maintenance and repair work relative to such outdoor landscaping shall include, without limitation, grass cutting, trimming, fertilizing, weed control and watering;
  - ii) all outdoor walkways, stairways and driveways comprising part of the common elements, and for the purposes of this declaration, such maintenance and repair work relative to said walkways, stairways and driveways shall include the clearing of snow, ice and debris therefrom;
  - iii) all exterior perimeter fences or decorative walls erected by the Declarant along the boundaries of the Real Property (or any portion thereof), if applicable; and
  - iv) the exterior surfaces of doors which provide access to the units, and to exterior door frames, exterior window frames and all exterior surfaces of windows and skylights, if any [except for the maintenance of the exterior surfaces of windows within any dwelling units that are accessible by balconies, patios or terraces, in respect of which the responsibility for maintenance only, but not for repairs, shall reside solely with the affected dwelling unit owner(s)].
- c) Notwithstanding anything provided in the preceding section 39 (a) and (b) hereof to the contrary, and subject to the execution of an AAI Agreement (entered into between the Corporation and the affected unit owner) where required by the Act, it is expressly stipulated and declared that:
- i) each unit owner shall be responsible for the maintenance of all interior door and interior window surfaces with respect to his or her unit;
  - ii) each dwelling unit owner having exclusive use of any balcony, patio or terrace area, shall be responsible for the cleaning, sweeping and general maintenance thereof, and may install any tile or floor covering (excluding any carpeting and underpadding) within any such balcony, patio or terrace area, provided such owner takes all reasonable measures to ensure (as far as reasonably possible) that the concrete surface of such balcony, patio or terrace area remains clean, dry and impervious to water penetration (with a view to avoiding concrete deterioration, delamination and/or corrosion), and provided further that:
    - A) any such tile or floor covering is impermeable to water, or bonded to the concrete balcony floor so as to prevent

water or moisture penetration onto the concrete surface (and incorporates proper details at all protruding elements, such as drains and/or balcony rail anchors, as well as termination details, such as upturns and downturns at the balcony perimeter);

- B) details of the installation of such tile or floor covering are supplied by the unit owner to the board or the Corporation's property manager, and such installation has been duly approved by the board or the Corporation's property manager (as the case may be), or alternatively, such proposed tile or floor covering has been approved for installation by the declarant's original design engineer (at the expense of the unit owner), with such approval being confirmed in writing and addressed and delivered to the board; and
  - C) in the event that any such tile or floor covering 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 affected unit owner;
- iii) save and except as otherwise provided in this declaration to the contrary, each dwelling unit owner having exclusive use of any balcony, patio or terrace area, shall not alter or repair said balcony, patio or terrace area, nor apply any paint, stucco, wallpaper, varnish, stain or other materials or finishes to any portion thereof (nor to 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 Corporation;
- iv) each dwelling unit owner having the benefit of interlocking and/or paved stones, planter boxes, wrought iron fences (or any other type of privacy fence) and/or any other landscaping materials or elements constructed, erected or installed by the Declarant on or within any exclusive use balcony, patio or terrace area appurtenant to the unit of such owner (hereinafter collectively referred to as the "Exclusive-Use Landscaping Materials"), shall be responsible for the maintenance and repair thereof, and for the watering and maintenance of all flowers, plants and soil materials growing or placed within same, provided however that all waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, and all other materials or substances installed by the Declarant immediately beneath (or on the underside of) the interlocking/paved stones shall be maintained and repaired by the Corporation (at the Corporation's sole cost and expense), and provided further that:
- A) if any interlocking stones, concrete slabs, paved stones and/or planter boxes comprising part of the Exclusive-Use Landscaping Materials are required to be removed, replaced and/or reset in order to enable or facilitate the Corporation's maintenance and repair of the aforementioned waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, etc., then the Corporation shall (in the absence of any damage caused thereto by the negligence or wilful misconduct of such owner, or of the residents, tenants, invitees or licensees of such owner's unit) be responsible for the cost of such removal, replacement and/or resetting, and shall (to the extent reasonably possible) restore the same to its original condition (at no cost to the affected owner); and
  - B) no maintenance or repair work intended to be implemented by any owner with respect to the Exclusive-Use Landscaping Materials (or any portion thereof) which might give rise to a change in the colour, texture, design, size, style, composition or appearance thereof shall be made or undertaken by anyone other than the Declarant (or the Declarant's designated agents, representatives, employees and/or retained contractors), or by any contractor(s) approved by the board for and on behalf of the affected owner (at such owner's sole cost, risk and expense), without the prior written consent of the Corporation;
- on the express understanding that the foregoing shall not be construed so as to prohibit or restrict any owner having an exclusive use terrace area appurtenant to his or her dwelling unit from placing, within the confines of such terrace area, any flowers, plants, trees, shrubs or other landscaping materials which are growing in one or more portable self-contained planter boxes, and the consent of the Corporation need not be sought or obtained with respect thereto;
- v) each dwelling unit owner having the exclusive use of an outdoor terrace area appurtenant to (or allocated to) his or her dwelling unit pursuant to the provisions of Schedule "F" to this declaration, shall, subject to the overriding provisions of subparagraph 39(c)(vii) hereof, be responsible for the maintenance and repair of the Terrace Landscaping (if any), as well as the maintenance and repair of all drains, drainage pipes and hose bibs exclusively servicing such dwelling unit's exclusive use common element terrace area, including without limitation, the responsibility for watering and maintaining all flowers, plants, shrubs and/or trees growing or placed within same, as well as the responsibility for maintaining and repairing all interlocking stones, concrete slabs, paved stones, planter boxes, wrought iron fences (or any other type of privacy fence), and any other materials or features constructed, erected or installed upon or within (or otherwise affixed to) said exclusive use terrace area, provided however that:
- A) all waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, and all other materials or substances installed by or on behalf of the Declarant immediately beneath (or on the underside of) any interlocking stones, concrete slabs and/or paved stones shall be maintained and repaired by the Corporation (at no cost or charge to the affected owner); and
  - B) if any interlocking stones, concrete slabs and/or paved stones are required to be removed, replaced and/or reset in order to enable or facilitate the Corporation's maintenance and repair of the aforementioned waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, etc., then the Corporation shall (in the absence of any damage caused thereto by such owner's negligence or wilful misconduct) be responsible for the cost of such removal, replacement and/or resetting, and shall (to the extent reasonably possible) restore the same to its original condition;
- vii) notwithstanding anything hereinbefore provided to the contrary, it is expressly declared and stipulated that no addition, alteration, maintenance or repair work which, if implemented by any unit owner, would entail or give rise to a change in the colour, texture, design, size, style or materials comprising any of the interlocking stones, concrete slabs, paved



stones, wrought iron fencing (or any other type of privacy fence or screen), planter boxes, plants, trees, shrubs and/or other landscaping materials or features installed by the Declarant upon or within any portion of the common elements, and which are not growing or situate within one or more portable self-contained planter boxes, whether in the course of carrying out such owner's maintenance and repair responsibilities as hereinbefore provided or otherwise, shall be made or implemented without the prior written consent of the Corporation. The owner effecting or implementing any such addition, alteration, maintenance or repair work (or on whose behalf same is being undertaken) shall, despite the consent of the Corporation having been obtained thereto, nevertheless be solely responsible and liable for any damage caused (either directly or indirectly) to any concrete, waterproofing membrane, drainage pipe or other component(s) of the common elements, or to any other unit(s), as a result of any such addition, alteration, maintenance and/or repair having been made by or on behalf of such owner, and shall indemnify and save the Corporation harmless from and against all costs, claims, damages and/or liabilities arising therefrom. The foregoing shall not be construed so as to prohibit or restrict any unit owner that has the exclusive use of an outdoor terrace area appurtenant to (or allocated to) his or her unit (pursuant to the provisions of Schedule "F" annexed hereto) from placing, within the confines of said exclusive use outdoor terrace area, any plants, trees, shrubs or other landscaping materials or features which are growing in one or more portable self-contained planter boxes, and the consent of the Corporation need not be sought or obtained with respect thereto; and

- viii) in the event that any dwelling unit owner responsible for maintaining and repairing the Terrace Landscaping situate within the confines of such owner's exclusive use terrace area (in accordance with the foregoing provisions of this declaration) fails to do so, then the Corporation shall be empowered (but not obliged) to enter upon or within any exclusive use common element areas appurtenant to such owner's dwelling unit, in order to enable the Corporation to carry out and complete the maintenance and repair responsibilities of such owner regarding the Terrace Landscaping, on such owner's behalf, and in such case the said owners shall be responsible for reimbursing the Corporation for all costs and expenses incurred by the Corporation in so doing, and all payments to be made by any owner pursuant to this provision shall be deemed to constitute additional contributions towards the common expenses payable by such owner, and shall be recoverable as such (and with corresponding lien rights in favour of the Corporation similar to the case of common expenses arrears).
- d) Each unit owner having the exclusive use of a balcony, patio or terrace area shall, upon the Corporation's request, provide access thereto to the Corporation (or to any of its authorized agents, representatives, employees and/or retained contractors), for the purpose of facilitating or expediting the maintenance or repair thereof and/or any unit(s) or common element area(s) in this Condominium, and shall also allow the Declarant and/or the Condominium to temporarily attach or affix to the exterior of any owner's dwelling unit (and/or to any exclusive use common element area appurtenant thereto) a davit arm and appurtenant cables, as well as a swing stage and window washing scaffolding, and/or any other equipment, mechanisms and/or apparatus required or desired to enable or facilitate the cleaning of all windows exterior to the dwelling units not accessible by any balcony, patio or terrace area, and/or any other maintenance or repair work desired to be undertaken by the Corporation to any exterior building components of the Condominium, as well as any maintenance or repair work in respect of the Terrace Landscaping [ie. if and when the unit owner(s) primarily responsible for maintaining or repairing the Terrace Landscaping fail(s) to do so].
- e) Notwithstanding anything contained in this declaration to the contrary, it is hereby declared and stipulated that no one shall bring onto, place, affix, erect or install on or within any balcony, patio or terrace area any object, material or thing that exceeds the permissible load(s) set forth or contemplated in the structural plans or specifications of this Condominium.
- f) Each unit owner shall forthwith reimburse the Corporation for the cost of repairs made by the Corporation to any windows, skylights and/or doors serving his or her unit, following damage to same caused by such owner's negligence or wilful misconduct, or caused by the negligence or wilful misconduct of the residents, tenants, invitees or licensees of his or her unit (or by anyone else for whose actions such owner is responsible, at law or in equity), and where the cost of rectifying any such damage is recoverable under any policy of insurance maintained by the Corporation, then the owner responsible for such damage as aforesaid shall forthwith reimburse the Corporation for the entire deductible amount payable under such insurance policy.
- 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 by such owner's residents, tenants, invitees, licensees, contractors or customers, in which case the Corporation shall undertake and complete such repair or replacement, but the cost of same shall be borne solely by the affected unit 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 on any door leading directly into (or providing access to) any of the units without the prior written approval of the board, and without having any such replacement lock keyed to the Corporation's master key entry system.
- h) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby declared and stipulated that where a unit owner is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance or repair of any matter, item or component comprising, involving or associated with any exclusive use common element area appurtenant to his or her unit, but which matter, item or component is not fully accessible from or by such owner's unit or exclusive use common element

area, or alternatively where the Corporation is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance or repair of any portion of such owner's exclusive use common element area, then in either of such circumstances, such owners shall not undertake or complete said maintenance or repair work, but rather shall be obliged to notify the Corporation of the needed or desired maintenance or repair work with respect to same, and shall provide reasonable access to or through such owner's unit (and to any exclusive use common element areas appurtenant thereto) to the Corporation's authorized agents, representatives, employees and/or retained contractors in order to facilitate such maintenance or repair work by the Corporation's authorized agents, representatives, employees and/or retained contractors, and said work shall be carried out and completed at the sole cost and expense of such owner (unless the Corporation was obliged to carry out said work, at its sole cost and expense, in accordance with any of the foregoing provisions hereof). In those circumstances where the owner is solely responsible for the cost of any maintenance or repair work undertaken by the Corporation's authorized agents, representatives, employees and/or retained contractors as hereinbefore provided, the Corporation shall invoice such owner for all costs and expenses incurred in connection with any such maintenance or repair work so undertaken, and the unit owner shall forthwith pay same to the Corporation, failing which all such costs and expenses shall be added to the monthly contributions towards the common expenses of such owner, and shall be treated in all respects as common expenses, and be recoverable as such (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

i) In light of the fact that:

- i) section 90(2) of the Act provides that the obligation to maintain includes the obligation to repair after normal wear and tear;
- ii) sections 93 to 95 inclusive of the Act oblige the Corporation to establish and maintain one or more reserve funds to cover the major repair and replacement of the common elements and assets of the Corporation;
- iii) a unit owner who is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance of any matter, item or component comprising, involving or associated with any exclusive use common element area appurtenant to his or her unit, may accordingly be liable for any necessary repairs to such matter, item or component once same has deteriorated in the normal course of use, even though the Corporation may have adequate reserve funds to cover the cost of any major repair work thereto or the replacement thereof;
- iv) repair after normal wear and tear (which falls under the rubric of maintenance) that becomes the responsibility of the unit owner individually, rather than of the Corporation, could be prejudicial or detrimental to the best interests of the Corporation, particularly if the requisite work involves (or may otherwise affect) the structural integrity of any portion of the building(s) comprising the Condominium, and is not carried out and completed in a proper, diligent and professional manner; and
- v) section 176 of the Act confirms that one cannot contract out of any provisions of the Act (including the alteration of the definition of maintenance or repair established by the Act), while section 91 of the Act expressly allows the declaration to alter or re-allocate the obligations of maintenance and repair respectively, between the Corporation and any one or more unit owners;

it is hereby declared and stipulated that notwithstanding anything hereinbefore or hereinafter provided in this declaration to the contrary, in those circumstances where a unit owner is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance or repair of any matter, item or component comprising, involving or associated with any exclusive use common element area appurtenant to his or her unit (excluding however all improvements made thereto which were not originally installed by or on behalf of the Declarant), then such obligation to maintain or repair shall automatically shift to (and devolve upon) the Corporation immediately before the earlier of:

- A. the date when such matter, item or component has been damaged [provided however that if such damage has been caused, either directly or indirectly, by or through the fault, negligent act or omission of the affected owner (or of such owner's residents, tenants, invitees and/or licensees), then the Corporation shall attend to the repair of such damage, but such repair shall be carried out at the sole cost and expense of the affected owner, and the latter shall fully indemnify and save the Corporation harmless from all costs, damages, expenses and/or liabilities incurred by the Corporation in doing so]; or
- B. the date when such matter, item or component has (through normal wear and tear) deteriorated to the point where it requires repair or replacement (for health or safety reasons, or for any other legitimate reason as may be determined by the board from time to time);

whereupon the Corporation shall be solely responsible for the maintenance and repair thereof, and the affected unit owners shall correspondingly be obliged in such circumstances to notify the Corporation of such required maintenance or repair work, and the Corporation's authorized agents, representatives, employees and/or retained contractors shall thereafter carry out such maintenance or repair work, at the Corporation's sole cost and expense (either as a direct expenditure from the Corporation's reserve fund or otherwise), unless the matter, item or component is being repaired because of damage caused by the fault, negligent act or omission of the affected owner (or of such owner's residents, tenants, invitees and/or licensees), in which latter case the

entire cost of the repair work shall be borne solely by the affected owner as hereinbefore provided. Once the said matter, item or component has been fully repaired, restored or replaced by the Corporation as aforesaid, then the ongoing obligation thereafter to maintain or repair same shall revert back to the affected owner, as previously provided for in this declaration, subject however to the same automatic shifting of said obligation onto the Corporation at the times and in the circumstances expressly contemplated in subparagraphs A) and B) above.

#### **PART 9 - INSURANCE**

##### **Section 40 - Insurance Maintained by the Corporation**

###### **a) All-Risks Insurance**

The Corporation shall obtain and maintain insurance against "all risks" (including insurance against damage caused by fire and "major perils" as defined in section 99(2) the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy, as well as insurance against such other perils or events as the board may from time to time deem advisable, in respect of the Corporation's obligation to repair, and in respect of the unit owners' interests in the units and common elements, in connection with any damage to:

- i) the common elements, including any improvements or betterments made to the Condominium's recreational facilities and amenities (or any portion thereof) from time to time;
- ii) the personal property owned by the Corporation, but excluding all furnishings, furniture and other personal property supplied or installed by any of the unit owners; and
- iii) the units, except for any improvements or betterments made thereto or acquired by any of the unit owners;

in an amount equal to the full replacement cost of such real and personal property, and of the units and common elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause as determined by the board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the units and/or the common elements (or any portion thereof), provided however that if an owner, tenant or other person residing in the unit with the knowledge or permission of the owner, through 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.

###### **b) Public Liability, Property Damage and Boiler Insurance**

The Corporation shall obtain and maintain public liability and property damage insurance, together with boiler, machinery and pressure vessel insurance (if applicable), with limits to be determined by the board [but in no event less than two million dollars (\$2,000,000.00) of coverage per occurrence], insuring the Corporation against its liability resulting from breach of its duty as occupier of the common elements, and/or arising from the ownership, use and/or operation (by or on behalf of the Corporation) of boilers, machinery, pressure vessels and/or motor vehicles.

###### **c) General Provisions Regarding Policies of Insurance**

The foregoing policy or policies of insurance shall be required to insure the interests of the Corporation and the unit owners from time to time, as their respective interests may appear (with all mortgagee endorsements being subject to the overriding provisions of the Act, this declaration, and the provisions of any applicable insurance trust agreement), and same shall contain (and be subject to) the following provisions, namely:

- i) if the Corporation has entered into an insurance trust agreement with an insurance trustee, then all proceeds arising from any insured loss or losses shall be payable to the said insurance trustee, save and except for any insurance proceeds arising from any single insured loss or occurrence that amounts to less than fifteen (15%) percent of the replacement cost of the property covered by the Corporation's insurance policy, in which case such proceeds shall be payable to the Corporation (or to the person or persons whom the Corporation specifies in writing), and not to the said insurance trustee, and if no insurance trustee has been retained by the Corporation then all proceeds arising from any insured loss or losses shall be payable directly to the Corporation (or to the person or persons whom the Corporation specifies in writing);
- ii) waivers of subrogation against the Corporation and its directors, officers, managers, agents, employees and designated representatives from time to time, and against the unit owners, and their respective residents, tenants, invitees or licensees, except for damage arising from or in connection with any vehicle impact, arson, fraud, vandalism or malicious mischief caused or contributed by any of the aforementioned parties or individuals;
- iii) such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days prior written notice sent by registered mail to all parties whose interests appear (or are expressly noted) thereon, and to the Insurance Trustee (as hereinafter defined), if applicable;

- iv) waivers of any defence based on co-insurance (other than pursuant to a stated amount co-insurance clause expressly set forth in the Corporation's insurance policy), or on any invalidity arising from any act, omission, or breach of a statutory condition, by any insured party;
- v) provisions confirming that the same shall be primary insurance in respect of any other insurance carried by the unit owner(s); and
- vi) waivers of the insurer's obligation or requirement to repair, rebuild or replace the damaged property, in the event that after damage, the government of the property is terminated pursuant to the Act.

**Section 41 - General Provisions Regarding the Corporation's Insurance**

- a) Prior to obtaining any policy or policies of insurance, and every three (3) years thereafter, and at such other times as the board may deem advisable, the board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the common elements and assets of the Corporation, for the purpose of determining the amount of insurance to be effected, and the cost of such appraisal shall be a common expense.
- b) The Corporation, the board, and its officers shall have the exclusive right, on behalf of the Corporation and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed, held or maintained by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment; provided however that the board may, in writing, authorize any owner to adjust any loss to his or her unit.
- c) Every mortgagee shall be deemed to have agreed to waive any right to have the proceeds of any insurance applied on account of the mortgage indebtedness. The preceding sentence shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent to any matters at meetings of owners (if the mortgage itself contains such a provision or entitlement), as well as the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired or replaced.
- d) A certificate or memorandum of all insurance policies (and endorsements thereto) maintained by the Corporation shall be issued as soon as possible to each owner, and to each mortgagee who has notified the Corporation of his or her interest in any unit. A notarial or certified copy of all such policies shall be delivered to each mortgagee who has notified the Corporation of his or her interest in any unit, and who has formally requested same. Renewal certificates or certificates of new insurance policies shall be furnished to each owner, and to each mortgagee who has notified the Corporation of his or her interest in any unit, no later than ten (10) days before the expiry of any current insurance policy. The master policies of the Corporation's insurance coverage shall be kept and maintained in the office of the Corporation (or at the office of the Corporation's property manager, from time to time), 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 held or maintained by the Corporation, or to direct that loss (or any proceeds of such insurance) shall be payable in any manner other than as provided for in this declaration.

**Section 42 - Indemnity Insurance for Directors and Officers of the Corporation**

The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in subsections 38(1)(a) and (b) of the Act, including any liability, cost, charge or expense incurred by them in the execution of their respective duties (hereinafter collectively referred to as the "Liabilities"), provided however that such insurance shall not indemnify any of the directors or officers against any of the Liabilities respectively incurred by them as a result of a breach of their duty to act honestly and in good faith, or in contravention of the provisions of the Act.

**Section 43 - Insurance to be Maintained by Each of the Unit Owners**

- a) The insurance described in the foregoing provisions of this declaration constitutes the only insurance coverage required to be obtained and maintained by the Corporation. However, in addition to the Corporation's insurance, **the following insurance shall be obtained and maintained by each unit owner, at his or her sole cost and expense, throughout the entire period of his or her respective ownership, namely:**
  - i) All-risks insurance that provides adequate coverage, on a replacement cost basis, in respect of any and all additions, upgrades, betterments and/or improvements made to the owner's unit (to the extent that same are not included as part of the standard unit for the class of unit to which the owner's unit belongs, and correspondingly not covered by the master insurance policy obtained and maintained by the Corporation), together with property damage insurance for all furnishings, equipment, personal property and chattels of the owner contained within his or her unit (or stored elsewhere

within the confines of the Condominium property), including his or her automobile(s) and/or bicycle(s), as well as insurance for the loss of use and occupancy of the owner's unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation and its directors, officers, managers, agents, employees and designated representatives from time to time, and against all other unit owners (and any residents, tenants, invitees or licensees of such other units), except for any damage arising from (or in connection with) any vehicle impact, arson, fraud, vandalism or malicious mischief caused or contributed by any of the aforementioned parties or individuals;

- ii) Public liability insurance (providing coverage of not less than \$2 million dollars per occurrence), covering the liability of any owner (including any resident, tenant, invitee or licensee of such owner's unit), to the extent that any damage occasioned to any other unit(s) or to the common elements, or to any personal property situate within any other unit(s) or the common elements, is not covered by any public liability and/or property damage insurance obtained and maintained by the Corporation; and
  - iii) Insurance covering any deductible amount under the Corporation's master insurance policy, that is payable by a unit owner or for which a unit owner may be responsible for reimbursing the Corporation.
- b) The following insurance is strongly recommended to be obtained by each unit owner, at his or her sole cost and expense, although same is not mandatory, namely:
- i) Insurance covering additional living expenses incurred by an owner, if forced to leave his or her dwelling unit by one of the hazards protected 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 unit; and
  - iv) Any other insurance deemed necessary or desirable by any unit owner and his or her insurance advisors.

#### **Section 44 - Indemnification of the Corporation by Unit Owners**

- a) Each owner shall indemnify and save the Corporation harmless from and against any loss, cost, damage, injury or liability which the Corporation may suffer or incur resulting from (or caused by) any deliberate or wilful act or omission, or any negligent act or omission, of such owner (or of any resident, tenant, invitee or licensee of such owner's unit, or of anyone else for whose actions or omissions such owner is in law responsible) affecting the common elements (or any portion thereof), the owner's unit and/or any other unit(s), except for any loss, cost, damage, injury or liability insured against by the Corporation and for which proceeds of insurance sufficient to cover any such loss, cost, damage, injury or liability are paid or payable directly to (or for the benefit of) the Corporation. All payments to be made by any owner pursuant to this section shall be deemed to be additional contributions toward the 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).
- b) Notwithstanding anything contained in this declaration to the contrary, it is expressly declared and stipulated that all costs and expenses (including the Corporation's insurance deductible, if applicable, and all legal fees on a solicitor and his/her own client basis or substantial-indemnity scale, as well as all applicable disbursements) incurred by the Corporation by reason of any breach of any provision(s) of the Act, this declaration, any by-law(s) and/or rule(s) of the Corporation in force from time to time (including a breach of any agreement binding upon the Corporation and expressly authorized or ratified by any by-law of the Corporation), or by reason of any damage or injury occasioned to any unit(s) or any portion of the common elements, committed by any unit owner (or by any resident(s) of such owner's unit, and/or by said owner's respective tenants, invitees or licensees, or by anyone else for whose actions or omissions such owner is in law responsible) 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).
- c) Without limiting the generality of the preceding provisions in subparagraphs (a) and (b) above, it is also expressly declared and stipulated that:
  - i) In the event of any damage in respect of which a claim is being made under the Corporation's insurance policy, each unit owner shall indemnify and save the Corporation harmless from and against the amount which is the lesser of:
    - A. any deductible amount payable by the Corporation under or pursuant to any policy of insurance held by the Corporation, that is applicable to the insurance claim for the repair of damage to such owner's unit and/or exclusive use common element area(s); or

- B. the actual cost attributable to the repair of such owner's unit and/or exclusive use common element area(s);
- regardless of fault, so long as the damage is not caused by (nor the result of an act or omission on the part of) the Corporation and/or its directors, officers or agents.
- ii) Should an incident cause damage to more than one unit [or to the exclusive use common element area(s) appurtenant to more than one unit], and where such damage was not caused by (nor the result of an act or omission on the part of) the Corporation and/or its directors, officers or agents, then the owner of each unit that has suffered such damage shall indemnify and save the Corporation harmless from and against the amount which is equivalent to such owner's proportionate share of the total deductible amount payable by the Corporation under or pursuant to any policy of insurance held by the Corporation (and that is applicable to the insurance claim for the repair of such damage), on the express understanding that the proportionate share of the deductible payable by each unit owner that has suffered damage shall be determined by the board of directors in its sole, unfettered and unchallenged discretion, after taking into account or applying the deductible thresholds provided in the immediately preceding subparagraph (i) above.
- iii) The deductible amount for each policy of insurance held by the Corporation shall be deemed to be reasonable, unless otherwise determined by a court of competent jurisdiction, or by a mediator or arbitrator having jurisdiction to resolve any such dispute regarding the deductible.

#### **Section 45 - Insurance Trust Agreement**

The Corporation may at any time hereafter enter into an insurance trust agreement (hereinafter referred to as the "Insurance Trust Agreement") with a trust company registered under The Loan and Trust Corporations Act R.S.O. 1990, as amended, or with a chartered bank or other firm qualified to act as an insurance trustee (hereinbefore and hereinafter referred to as the "Insurance Trustee"), but shall not be obliged to do so. However, if an Insurance Trust Agreement is ultimately entered into between the Corporation and the Insurance Trustee, then save as hereinafter otherwise provided, the Insurance Trust Agreement shall stipulate that the Insurance Trustee shall hold all insurance proceeds (in respect of any and all claims made under any of the Corporation's insurance policies from time to time) in trust, and shall disburse said proceeds in satisfaction of the respective obligations of the Corporation and the unit owners to repair or replace any damage occasioned to any unit(s) and/or the common elements (or any portion thereof), in accordance with the provisions of the Act and this declaration. If substantial damage has occurred to the Condominium [for which the cost of repair is estimated to equal or exceed twenty-five (25%) percent of the replacement cost of all buildings and structures located on the property, as set out in section 123(2) of the Act], and the board has registered a notice terminating the government of the property by or under the Act [following an affirmative vote in favour of terminating the Condominium by owners of at least eighty (80%) percent of the units, pursuant to section 123(7) of the Act], then the Insurance Trustee shall hold all proceeds of insurance received for and on behalf of the owners, in the proportions reflecting their respective interests in the common elements, and shall pay such proceeds (and all other amounts then held by the Insurance Trustee, less all outstanding fees and disbursements owed by the Corporation to the Insurance Trustee pursuant to the provisions of the Insurance Trust Agreement) to the respective owners in such proportions, forthwith following the registration of the aforementioned notice of termination, subject however to paying or applying any owner's proportionate share of such proceeds to pay and satisfy the amount due under any outstanding certificate(s) of lien which may be registered in favour of the Corporation against such owner's unit, and to thereafter pay and satisfy the amount due and owing to any outstanding mortgagees encumbering the owner's unit (in the order of their respective priority). Despite anything contained in this declaration or in any Insurance Trust Agreement to the contrary, it is hereby declared and stipulated that if the proceeds of insurance payable on any one loss or occurrence under any policy of insurance held or maintained by the Corporation amounts to less than fifteen (15%) percent of the replacement cost of the property covered by such policy, then such proceeds shall be paid directly to the Corporation, or to any other person whom the Corporation may specify and direct in writing, as expressly provided or contemplated in section 100(1) of the Act (or alternatively such proceeds shall be re-directed and paid to the Corporation by the Insurance Trustee in accordance with the provisions of the Insurance Trust Agreement), and such proceeds shall correspondingly be promptly utilized by or on behalf of the Corporation for the repair or replacement of the damaged unit(s) and/or common element area(s), as the case may be.

### **PART 10 - DUTIES OF THE CORPORATION**

#### **Section 46 - Duties**

In addition to any other duties set out elsewhere in this declaration, and specified in the by-laws of the Corporation, the Corporation shall have the following duties, namely:

- a) To cause water, electricity, natural gas and all other requisite utility services to be provided to each of the dwelling units in this Condominium, as well as to the common elements, including, without limitation, the Recreation Centre (and all recreational amenities, services, equipment and/or facilities situated therein or operated therefrom), and to ensure that the Recreation Centre (and all amenities, equipment and facilities situated therein or operated therefrom) are fully functional and operable during normal

or customary hours of use (as determined by the Declarant prior to the turnover meeting convened pursuant to section 43 of the Act, and thereafter as determined by the board of directors from time to time);

- b) To maintain and repair any retaining walls or exterior perimeter fences erected along the boundaries of this Condominium (or any portion thereof), as well as this Condominium's landscaping treatments and features (including all planters, and both hard and soft landscaping elements) installed within any non-exclusive use common element areas, and to clean and remove all dirt, debris and snow from all portions of the internal roadway/driveway and garage ramp leading into the underground parking garage serving and benefitting this Condominium, and to correspondingly remove snow, ice and debris from all sidewalk areas, including those public sidewalk areas along the perimeter of this Condominium;
- c) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the access and egress of the Declarant and its designated agents, representatives, employees and contractors over any portion of the common elements, in order to facilitate the Declarant's construction and completion of all buildings and structures situate within the confines of the Real Property;
- d) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the access to, egress from and/or use of the Recreation Centre (and all amenities, services, equipment and facilities situate therein or operated therefrom) by the Declarant and its authorized employees, agents, representatives, retained contractors or subcontractors, invitees and/or licensees, in connection with any of the marketing, sales, construction and/or customer-service programs or operations implemented by the Declarant from time to time in connection with this Condominium, as expressly contemplated or provided for in this declaration;
- e) To abide by, and comply with, the terms and provisions of the following outstanding agreements (and any successor or supplementary agreement(s) with respect thereto) which are (or may be) registered against the units and/or common elements of this Condominium (hereinafter collectively referred to as the "**Outstanding Municipal Agreements**"), namely:
  - i) an outstanding site plan agreement between the Declarant and the former Town of Markham (now City of Markham), pertaining to the development of this Condominium on the Real Property, and registered as Instrument No. YR1636311; and
  - ii) if, applicable, an outstanding condominium development agreement (or site works completion agreement) between the Declarant and the City of Markham pertaining, amongst other things, to the maintenance of grading and drainage patterns, emergency fire/access routes, landscaping, and/or other site completion matters or outstanding municipal concerns generally involving the ongoing operation and maintenance of this Condominium;
- f) To assume, perform, fulfil and comply with, immediately after the registration of this declaration, all of the outstanding and/or ongoing obligations and liabilities of the Declarant arising under the Outstanding Municipal Agreements, including the obligation to maintain the works, services and/or facilities constructed or installed by the Declarant upon or within the Real Property, and to execute and deliver such further documents and/or assurances as the City of Markham and/or the Declarant may hereafter require or desire, from time to time, in order to evidence and confirm the foregoing assumption by the Corporation of said obligations and liabilities. The foregoing duty shall also expressly include the obligation of this Condominium to:
  - i) enter into (and abide by the terms and provisions of) an assumption agreement with the Declarant and with or without the City of Markham as a party or signatory thereto, but nevertheless enforceable by the City of Markham against the Corporation (hereinafter referred to as the "**Agreement Re Outstanding Municipal Agreements**"), pursuant to which the Corporation shall formally evidence and confirm its assumption of all outstanding and ongoing obligations and liabilities of the Declarant arising under any or all of the Outstanding Municipal Agreements;
  - ii) not alter the grading or slope of the Real Property (or any portion thereof), nor obstruct or interfere with any drains or drainage pattern(s) in respect of the Real Property (nor permit or allow any one else to alter the grading and/or slope of the Real Property, or to alter or interfere with any drains or drainage pattern(s) in respect of the Real Property), except in accordance with the grading and drainage plans approved by the City of Markham, without the prior written consent of the City of Markham, and to maintain any such alterations to the grading, slope and/or drainage patterns of the Real Property so approved by the City of Markham; and
  - iii) indemnify and save the Declarant harmless, from and against all costs, claims, damages and/or liabilities which the Declarant may hereafter suffer or incur as a result of (or in connection with):
    - A. any claim or proceeding hereafter made or pursued against the Declarant by the City of Markham because of any breach of any term(s) or provision(s) of any of the Outstanding Municipal Agreements committed by the Corporation (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity); and/or
    - B. any security heretofore provided or posted by the Declarant with the City of Markham (to ensure the fulfilment of any outstanding obligations arising under any of the Outstanding Municipal Agreements) being drawn down

upon by the City of Markham (in whole or in part), as a direct or indirect result of any breach of any term(s) or provision(s) of any of the Outstanding Municipal Agreements committed by the Corporation (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity);

- g) To enter into an agreement with the Declarant immediately after the registration of this declaration (hereinafter referred to as the "**License Agreement**"), if so required by the Governmental Authorities and/or requested by the Declarant, pursuant to which the Corporation shall formally grant the Declarant a license (for nil consideration) to enter upon the common elements for the purposes of complying with all of the terms and provisions of the Outstanding Municipal Agreements, which license shall automatically expire upon the completion and fulfillment of all obligations of the Declarant thereunder (but in no case later than 21 years less a day 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 R.S.O. 1990, as amended*), and which license shall be duly authorized by a by-law of the Corporation enacted in accordance with the provisions of the Act;
- h) To grant, after the registration of this Condominium, if so requested by the Declarant, an easement in perpetuity in favour of the local electricity authority or provider (hereinafter referred to as the "**Electricity Company**"), over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, inspection, maintenance and/or repair of the Electricity Company's electricity plant, pipes, cables, conduits, service lines, wires and equipment (and all necessary appurtenances thereto) in order to facilitate the supply of electricity to each of the dwelling units and designated portions of the common elements in this Condominium, and if so requested by the Electricity Company, to enter into (and abide by the terms and provisions of) an agreement with the Electricity Company pertaining to the provision of electricity to this Condominium (hereinafter referred to as the "**Electricity Agreement**");
- i) To grant, after the registration of this Condominium, if so requested by the Declarant, an easement in perpetuity in favour of the local gas authority or provider (hereinbefore and hereinafter referred to as the "**Gas Supplier**" or the "**Gas Company**"), over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, inspection, maintenance and/or repair of the Gas Company's pipes, cables, conduits, service lines, wires and equipment (and all necessary appurtenances thereto) in order to facilitate the supply of natural gas to the Condominium, and if so requested by the Gas Company, to enter into (and abide by the terms and provisions of) an agreement with the Gas Company pertaining to the provision of natural gas to this Condominium (hereinafter referred to as the "**Gas Agreement**");
- j) To grant (for nil consideration), after the registration of this Condominium if so requested by the Declarant, an easement in perpetuity in favour of one or more cable television, telephone and/or telecommunication service providers (hereinafter collectively referred to as the "**Telecommunication Service Providers**"), over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, inspection, maintenance and/or repair of cable television, telephone and/or other telecommunication service lines, wires, cables and equipment (and all necessary appurtenances thereto) in order to facilitate the supply of cable television, telephone and/or other telecommunication services to each of the units and designated portions of the common elements in this Condominium by any or all of the Telecommunication Service Providers (with each unit owner being separately billed or invoiced directly by the Telecommunication Service Providers for all cable television, telephone and any other telecommunication services so consumed), and if so requested by any or all of the Telecommunication Service Providers, the Corporation shall enter into, (and abide by the terms and provisions of) one or more easement/servicing agreements between this Condominium and each of the Telecommunication Service Providers, pertaining to the provision of cable television, telephone and/or other telecommunication services to this Condominium (hereinafter collectively referred to as the "**Telecommunication Agreements**"), or, alternatively, this Condominium shall assume all of the outstanding obligations of the Declarant and be bound by any Telecommunications Agreements entered into by the Declarant with the Telecommunications Service Providers prior to the registration of this Condominium, on the express understanding that:
- i) any or all of the Telecommunication Service Providers may retain ownership of all wires, cables, conduits and appurtenant equipment associated with the provision and distribution of its/their cable television, telephone and/or other telecommunication services to this Condominium; and
- ii) the aforementioned easements and/or the Telecommunication Agreements may specifically allow each of the Telecommunication Service Providers access to and from the common elements of this Condominium for the purposes of facilitating the promotion and marketing of their respective telecommunication services and products, from time to time;
- k) To enter into, and abide by the provisions of a servicing agreement with the Utility Monitor, pursuant to which the Utility Monitor shall be retained by the Corporation to:
- i) read the cold water, electricity, hot water and natural gas sub- meters, as applicable, appurtenant to each of the dwelling units, on a periodic basis, and to correspondingly issue invoices to each of the respective dwelling unit owners for the cost of their respective consumption of cold water, electricity, hot water and natural gas, as applicable, determined in



accordance with the Utility Monitor's check meter readings;

- ii) attend to the maintenance, repair and/or replacement, as and when necessary, of the sub-meters appurtenant to each of the dwelling units, subject to any overriding obligation of the Corporation to pay for (or to forthwith reimburse the Utility Monitor for) the costs and expenses incurred in connection therewith; and
  - iii) charge back the cost of such sub-meter readings and invoicing services, to each of the dwelling unit owners;
- l) To take all reasonable steps to ensure that the cold water, electricity, hot water and natural gas check meters, as applicable, appurtenant to each of the dwelling units, are maintained in good working order and properly tested and serviced from time to time, and that said sub-meters are read by the Utility Monitor (and invoices reflecting the cost of cold water, electricity, hot water and natural gas consumption, as applicable, based on said sub-meter readings, are correspondingly issued by the Utility Monitor) on a periodic basis, as and when required in accordance with the foregoing provisions of this declaration, and to correspondingly:
- i) collect from each dwelling unit owner his or her unpaid P.S.U.C. amount(s) from time to time, and to maintain and enforce the Corporation's Utility Lien against the dwelling unit of each Defaulting Owner, pursuant to the foregoing provisions of this declaration; and
  - ii) pay for (or forthwith fully reimburse the Utility Monitor for) all costs and expenses incurred in connection with any required maintenance, repair and/or replacement of any of the meters and/or sub-meters appurtenant to each of the dwelling units save except to the extent that such costs are the obligation of the Utility Monitor under its agreement with the Condominium from time to time.
- m) To arrange for a trained person to be present at all times during the collection/removal of residential garbage refuse from this Condominium, in order to properly manoeuvre and transport the Condominium's garbage containers (situate within the residential garbage storage/recycling room), to the exterior concrete collection pad, and onto the garbage collection vehicles, and to act as a flagperson when such vehicles are reversing, and to ensure that no garbage containers whatsoever are left outside, except on the mornings of designated garbage pick-up days;
- n) To ensure (to the extent reasonably possible) that an AAI Agreement is entered into by the Corporation with any dwelling unit owner desiring to make any addition, alteration or improvement to any exclusive use common element area(s) appurtenant to such owner's dwelling unit (or to an installation upon the common elements), pursuant to the provisions of section 98 of the Act, on the express understanding that if such an agreement is entered into with anyone other than the Declarant, then the AAI Agreement shall allocate the entire cost of undertaking or implementing the proposed addition, alteration or improvement to the affected owner desiring to undertake or implement same, and shall impose the responsibility for the cost of maintaining, repairing and insuring any such addition, alteration or improvement onto said owner (even though the Corporation and its authorized agents, representatives, employees and retained contractors shall or may be responsible for carrying out and completing all requisite maintenance and repair work with respect thereto, all at such owner's sole cost, risk and expense), and the AAI Agreement shall address or set out any other matters that the board may deem advisable, and/or as may be prescribed from time to time by the regulations to the Act.
- o) To take all requisite steps to ensure that no part of the outdoor balconies, patios or terrace areas are used by any person or persons in a manner which creates or results in an excessive level of noise and/or light, or which creates or results in (or if continued, is likely to create or result in) any other nuisance (including, without limitation, odours) which may unreasonably interfere with the use and enjoyment of the adjacent or neighbouring lands, and to endeavour to ensure that any disturbance of the quiet enjoyment of such adjacent or neighbouring lands, by light, sound, sight or any other matter, is minimized to the greatest extent reasonably possible;
- p) To take all requisite steps to ensure that none of the trees, plants and/or landscaping materials, features or treatments installed by the Declarant upon or within any of the exclusive use common element areas appurtenant to any of the dwelling units in this Condominium (if applicable), are altered, removed or destroyed, and to ensure (to the extent reasonably possible) 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);
- To ensure that no actions or steps are taken by or on behalf of the Corporation, or by anyone else, which would prohibit, limit or restrict the Declarant and/or any other unit owner(s), or any property manager acting on behalf of any unit owner or group of unit owners, from leasing or renting any dwelling unit(s) in this Condominium from time to time, for any duration and on any

number of occasions, and whether in a furnished or unfurnished state (with or without ancillary maid, cleaning and/or laundry services), and to ensure that no by-laws or rules are hereafter passed or enacted by the Corporation which would limit, restrict or otherwise affect:

- i) the minimum duration of any proposed tenancy, license or occupancy period in respect of any dwelling unit(s), or the number or frequency of any leases or licenses of any dwelling unit(s) within any given period of time, and/or impose any restrictions (or additional conditions to be satisfied) regarding the transient residential rental accommodation arrangements made (or to be made from time to time) by or on behalf of the Declarant and/or any other unit owner(s); and
  - ii) any services (in the nature of cleaning, maid or housekeeping services) intended to be provided by the Declarant and/or any other unit owner(s) to or for the benefit of any short term or long term tenants, licensees or occupants of any dwelling units;
- q) 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 and section 12 of O.Reg.48/01 (hereinafter referred to as the "**Performance Audit**") at any time between the 6<sup>th</sup> month and the 10<sup>th</sup> month following the registration of this declaration, then the Corporation shall have a duty to:
- i) 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 at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and
  - ii) permit the Declarant and its authorized employees, agents and representatives to carry 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);
- for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the 11<sup>th</sup> month following the registration of this declaration and the corresponding completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the board of directors of this Condominium and to Tarion Warranty Corporation pursuant to section 44(9) of the Act;
- r) To facilitate the procurement by the Declarant of (and assist and co-operate with the Declarant in obtaining) third party authentication of this Condominium's energy performance from Natural Resources Canada, an agency of the Federal Government of Canada and/or by the City of Markham Energy Efficiency Office, or by some other equivalent or comparable third party peer review that is qualified to provide confirmation that this Condominium has been designed and constructed to achieve suitable energy performance targets (and correspondingly designed to use approximately 25% less energy than a comparable building designed to the specifications of the 1997 Model National Energy Code For Buildings, as determined by third-party verified energy performance modelling), and to endeavour to attain or achieve "**LEED**" certification (ie. by this the Condominium having attained at least the minimum number of credits required for certification by the Leadership in Energy and Environmental Design, in respect of the "**green building rating system**") as determined by the Canada Green Building Council or the United States Green Building Council, following the completion and occupancy of this Condominium. The foregoing duty shall also include the obligation of this Condominium to:
- i) permit, to the extent reasonably possible, access by representatives of governmental agencies (together with representatives of environmental and/or energy-related consultants retained by the Declarant) to the individual units and common elements of this Condominium from time to time, in order to facilitate their inspection of the aforementioned energy efficient equipment and materials so installed by the Declarant within this Condominium, and to enable them to measure the resulting energy output or consumption (and the corresponding energy savings achieved);
  - ii) ensure, to the extent reasonably possible, that the units and common elements are utilized, maintained and repaired in a manner which will continue, maintain or perpetuate this Condominium's LEED certification or certified standard, in terms of energy efficiency (if LEED certification was, in fact, ever achieved or attained); and
  - iii) allow the Declarant and its consultants to monitor and use the aforementioned energy data for a period of five years following the date of registration of this Condominium, for research and for future design, development, redevelopment, renovation and/or retrofitting purposes, on the express understanding that the Declarant shall not be responsible or liable in any way for maintaining the Condominium according to the LEED certified standard after the point of its initial certification, under any circumstances whatsoever;
- s) To maintain and keep in good repair the Declarant's logo or hallmark of distinction (or that of any other company associated,

affiliated or related to the Declarant, including without limitation, the logo or hallmark of Times Developments or any derivative thereof) which has been permanently installed or affixed by the Declarant within the lobby of (or elsewhere within the common elements of) this Condominium, all 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;

To take all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses, and to maintain and enforce the Corporation's lien arising pursuant to the provisions of section 85 of the Act, against each unit in respect of which the owner has defaulted in the payment of common expenses (or has otherwise defaulted in the payment of any monies that are, by virtue of the provisions of this declaration, collectible or recoverable by the Corporation against such owner in the same manner as common expenses);

- t) To enter into an assumption or counterpart agreement to the Shared Driveway/Walkway Agreement with the Declarant as soon as reasonably possible after the registration of this declaration, and to abide by and comply with all of the terms and provisions of the Shared Driveway/Walkway Agreement insofar as this Condominium and the Real Property are concerned, and to the extent possible, compel the observance and compliance with the provisions of the Shared Driveway/Walkway Agreement by all unit owners in this Condominium, and their respective residents, tenants and invitees;
- u) To purchase the Guest Suite Units from the Declarant, within 30 days of the registration of this Condominium, at a total purchase price of \$300,000.00 for both Guest Suite Units, inclusive of any applicable harmonized sales taxes. The purchase price shall be paid by the Corporation by the giving back to the Declarant of a vendor take back first mortgage secured against the Guest Suite Units having a term of ten (10) years, bearing interest at the rate of six (6%) per cent per annum, calculated semi-annually, not in advance, repayable monthly principal plus interest over the ten (10) year amortization period. The Corporation shall execute a land transfer tax affidavit to be attached to the transfer/deed of the Guest Suite Units from the Declarant to the Condominium and shall cause to be registered on title such transfer/deed of land as well as a charge/mortgage of land reflecting the above payment terms. In the event that the Declarant arranges for a mortgage from a third party lender for the purposes of satisfying the purchase price of the Guest Suite Units, the Corporation shall grant a charge/mortgage of land to such third party lender, (and shall be responsible for all costs associated with the granting of such charge/mortgage) in addition to or in substitution for the vendor take back mortgage hereinbefore described, and the Corporation shall pay and be responsible for any realty taxes and common expense payments applicable to the Guest Suite Units for the period from and after the date of registration of the transfer/deed; and
- v) To enter into, and abide by the provisions of, a loan agreement and a general security agreement with (and in favour of) any lender of a "green building loan" to this Condominium so arranged or designated by the Declarant and which may or may not be affiliated with or related to the Declarant (hereinafter referred to as the "Green Lender"), and to also provide the Green Lender with any other security documents or instruments which may be required to evidence and/or secure an outstanding loan to be made by the Green Lender to the Corporation shortly after the registration of this declaration (sometimes referred to colloquially as a "green building loan" and hereinafter referred to as the "Green Loan") in the amount of \$700,000.00, bearing interest at a rate of six (6%) per cent per annum, and with all such loan proceeds to be advanced directly to the Declarant by the Green Lender, pursuant to the Corporation's irrevocable direction re funds, in order to fund and/or reimburse the Declarant for the incremental costs incurred as a result of its acquisition of various energy-efficient equipment and building materials used in the construction of this Condominium, and intended to generate energy-related cost savings (estimated by third party energy modelling professionals to be greater than, or equal to, the costs associated with the Green Loan) that will benefit this Condominium and the respective unit owners thereof during the life of the installed equipment and materials. The foregoing security interest in favour of the Green Lender shall constitute a first security interest in all of the aforementioned energy-efficient equipment and building materials, and shall be evidenced and perfected by way of a financing statement registered against the Corporation under The Personal Property Security Act (hereinafter referred to as the "PPSA"), and by way of a notice of security interest under section 54(1) of the PPSA registered against the title to the common elements and each of the units in this Condominium. The foregoing duty shall also include the obligation of this Condominium to fully repay the Green Loan over a term of ten (10) years, by way of 120 equal and consecutive blended monthly payments of principal and interest, based on a ten (10) year amortization plan, with such payments to commence on the first day of the month immediately following the interest adjustment date of said loan (being the first day of the first calendar month following the date of the loan advance by the Green Lender to the Declarant), and all such payments of principal and interest (and any other associated costs and charges related to the said Green Loan) shall comprise part of the common expenses of this Condominium, and shall be reflected in the annual operating budgets of this Condominium during each

of the ten (10) years following the registration of this Condominium;

#### **PART 11 - GENERAL MATTERS**

##### **Section 47 - Rights of Entry**

- a) The Corporation and/or any insurer of the property (or any part thereof), and their respective agents, employees or authorized representatives, and any other person authorized by the board, shall be entitled to enter any unit (or any part of the common elements over which any owner has the exclusive use), at all reasonable times and upon giving reasonable notice, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies maintained by the Corporation, remedying any condition which might result in damage to the property, and/or carrying out any duty imposed upon the Corporation. In addition, the authorized agents or representatives of the Corporation and/or any public or private utility companies or authorities requiring access to any unit(s) for the purposes of reading, inspecting, repairing and/or replacing any utility meter(s) (or other appurtenant equipment) contained therein, shall be entitled to enter any such unit(s), or any part of the common elements in respect of which any owner has the exclusive use, for any of the foregoing purposes, at all reasonable times upon giving prior reasonable notice of such desired entry.
- b) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter any unit at any time without notice, for the purpose of repairing the unit, the common elements or any part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property or assets of the Corporation, or of any unit owner(s) and/or any resident(s), tenant(s), invitee(s) and/or licensee(s) of any unit(s), or which may violate any public health or safety regulation. The Corporation or any one authorized by it may determine whether such an emergency exists, in their sole and unfettered discretion, acting reasonably, and such right of entry shall not impose upon the Corporation (or any of its authorized agents or representatives) any duty or liability to monitor or supervise the unit.
- c) If any owner, resident or tenant of a unit is not personally present to grant entry into such unit, then the Corporation, or its authorized agent(s) or representative(s), may enter into said unit without rendering the Corporation [or such agent(s) or representative(s)] liable to any claim of trespass, or any other claim or cause of action for damages by reason thereof, provided that reasonable care has been exercised while entering and being present within said unit.
- d) The rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not (and shall not) impose upon them any responsibility or liability whatsoever for the care or supervision of any unit, except as otherwise specifically provided in this declaration or in any by-law(s) of the Corporation.
- e) The Corporation shall retain a master key to all locks controlling entry into each unit (as and where applicable) that were originally installed by the Declarant and keyed to the Corporation's master key entry system. No owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her unit (nor on any doors within said unit), nor with respect to any door(s) leading to any part of the exclusive use common element areas appurtenant to such owner's unit, without the prior written consent of the board. Where such consent has been granted by the board, said owner 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.

##### **Section 48 - 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 or enforceability of the remainder of this declaration, and in such event, all of the other provisions of this declaration shall continue in full force and effect as if such invalid provision had never been included herein.

##### **Section 49 - Waiver**

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

##### **Section 50 - Notice**

- a) Except as otherwise provided in the Act, or as hereinbefore set forth, any notice, direction or other instrument required or desired to be given or delivered, shall be given as follows:

- i) **To an owner**, by giving same to him or her (or to any director or officer of a corporate owner), either personally or by ordinary mail postage prepaid, addressed to him or her at the address for service given by such owner in writing to the Corporation [pursuant to subsections 47(1)(c)(i) and (4) of the Act] for its record, or if no such address has been given to the Corporation, then to such owner at his or her respective dwelling unit.
  - ii) **To a mortgagee** who has notified the Corporation of his or her name and corresponding interest in any unit (and of such mortgagee's corresponding right or entitlement to vote at a meeting of owners in the place and stead of the unit owner/mortgagor), by giving same to such mortgagee (or to any director or officer of such corporate mortgagee) either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee in writing to the Corporation [pursuant to subsections 47(1)(c)(ii) and (4) of the Act] for its record.
  - iii) **To the Corporation**, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.
  - iv) **To the Declarant**, by giving same to any director or officer of the Declarant, either personally or by bonded courier, addressed to the Declarant at its address for service from time to time [or alternatively by facsimile transmission, if the Declarant agrees in writing that the person or party desiring to give any notice to it may do so in this manner, at the telefax number so provided by the Declarant from time to time], and as at the date of registration of this declaration, the Declarant's address for service is: 330 Highway No. 7, PH3, Richmond Hill, Ontario L4B 3P8.
- b) Where any notice is mailed as aforesaid, such notice shall be deemed to have been received (and to be effective) on the second (2nd) day following the day on which same was mailed. If any notice is delivered personally, by courier, or by facsimile transmission, then such notice shall be deemed to have been received (and to be effective) on the next day following the day on which same was personally delivered, couriered or telefaxed, as the case may be, and provided further that if any notice is telefaxed, then a confirmation of such telefax transmission must be received by the transmitting party at the time of such telefax transmission (otherwise same shall be deemed not to have been properly or sufficiently telefaxed to the intended party or recipient).
- c) In the event of a postal strike or other interruption of mail service, all notices shall be delivered personally, by bonded courier or by telefax to the intended party or parties.

**Section 51 - Interpretation of the Declaration**

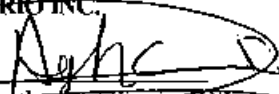
This declaration shall be read and construed with all changes of gender and/or number as may be required by the context.

**Section 52 - Headings**

The headings used throughout the body of this declaration form no part of this declaration, but shall be deemed to be inserted for convenience of reference only.

**DATED** at the City of Markham, this 22<sup>nd</sup> day of August, 2013.

**IN WITNESS WHEREOF** the Declarant has hereunto executed this declaration under the hand of its duly authorized signing officer.

1811471 ONTARIO INC.  
Per:   
Saeid Aghaei - Authorized Signing Officer  
I have authority to bind the Corporation

SCHEDULE "A"TO THE DECLARATION OF 1811471 ONTARIO INC.LEGAL DESCRIPTION

Those lands and premises in the City Markham, Province of Ontario bearing **Property Identification No. 03029-1425 (LT)**, and composed of part of Block 50 on Plan 65M-3226 more particularly designated as Part 2 on Reference Plan 65R-31766, registered in the Land Titles Division of the York Region Registry Office (No. 65) (hereinafter referred to as the "**Real Property**" or the "**Lands**").

Together with an easement and right of way over that part of the common elements on Level 1 of York Region Condominium Plan No. 1199 designated as Part 1 on Plan 65R-33408 (the "**Shared Driveway/ Walkway**") as set out in Instrument Nos. YR1775509 and YR1979402;

Subject to an easement or right in the nature of an easement, upon, over, in, under and across that portion of the Real Property comprising all of the non-exclusive use common elements on all levels of this Condominium, to and in favour of Rogers Communications Inc. (the "**Cable Company**"), as set out in Instrument No. YR1746223;

*In our opinion, based solely on the parcel register or abstract index, and the plans and documents recorded therein, the legal description set out above is correct, and the easements hereinbefore described (if any) will exist in law upon the registration of the declaration and description, and the Declarant is the registered owner of the aforementioned lands, and the appurtenant easements hereinbefore described (if any).*

Dated this 24<sup>th</sup> day of September, 2013.

Messrs. DelZotto, Zorzi LLP, solicitors and duly authorized agents for **1811471 ONTARIO INC.**

Per:   
Mary Critch

**SCHEDULE "B"**

**TO THE DECLARATION OF 1811471 ONTARIO INC.**


**CONSENT OF CHARGE**


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

1. The undersigned has a registered mortgages within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* (hereinafter referred to as the "Act") registered as Instrument Nos. **YR675777, YR1552078 and YR1734478**, in the Land Titles Division of the York Region Land Registry Office (No. 65).
2. The undersigned hereby consents to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. The undersigned hereby postpones the aforementioned mortgage and general assignment of rents, and the interests under same, to the declaration, and the easements described in Schedule "A" to the declaration.
4. The undersigned is entitled by law to grant this consent and postponement.

DATED this 27 day of August, 2013.

HSBC BANK CANADA

Per:   
Name: **SHELLEY MURPHY**  
Title: **Assistant Vice-President**

Per:   
Name: **JEFF PARKER**  
Title: **VICE PRESIDENT COMMERCIAL REAL ESTATE**

We have the authority to bind the Bank.

**SCHEDULE "B"**

**TO THE DECLARATION OF 1811471 ONTARIO INC.**

**CONSENT OF CHARGE**

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

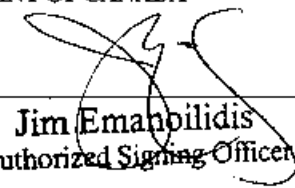
1. The undersigned has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* (hereinafter referred to as the "Act") registered as Instrument Number YR1624904 in the Land Titles Division of the York Region Land Registry Office (No. 65).
2. The undersigned hereby consents to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. The undersigned hereby postpones the mortgage and the interests under it to the declaration, and the easements described in Schedule "A" to the declaration.
4. The undersigned is entitled by law to grant this consent and postponement.

DATED this 23<sup>rd</sup> day of August, 2013.

AVIVA INSURANCE COMPANY OF CANADA

Per: \_\_\_\_\_

Name:  
Title:

  
**Jim Emanopolidis**  
**Authorized Signing Officer**

Per: \_\_\_\_\_

Name:  
Title:

**I**  
~~We~~ have the authority to bind the Corporation.



**SCHEDULE "C"**

Each Highrise Dwelling Unit, Townhouse Dwelling Unit, Guest Suite Unit, Parking Unit and Locker Unit, shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 7 inclusive of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheets 1 to 7 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 HIGHRISE DWELLING UNITS**

(being Units 23 to 26 inclusive, 28 to 47 inclusive and 49, 50 and 51 inclusive on Level 1, Units 1 to 36 inclusive on Levels 2 and 3, Units 1 to 34 inclusive on Levels 4 to 11 inclusive, Units 1 to 24 inclusive on Level 12 and Units 1 to 21 inclusive on Level 13).

2. **BOUNDARIES OF THE TOWNHOUSE DWELLING UNITS**

(being Units 1 to 22 inclusive on Level 1).

3. **BOUNDARIES OF THE GUEST SUITE UNITS**

(being Units 27 and 48 on Level 1)

1, 2, and 3 hereinafter referred to as "Unit".

a) Each "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.
- iii) the upper surface and plane of the concrete floor and production, located in the lowermost storey for the Townhouse Dwelling Units.
- iv) the upper surface and plane of the drywall sheathing ceiling and production, located in the uppermost storey for the Townhouse Dwelling Units.

b) Each "Unit" is bounded horizontally by:

- i) the backside surface and plane of the drywall sheathing and production separating one unit from another such unit or from the common element.
- ii) the unit side surface of all exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position, and the unit side surface of all glass panels contained therein.
- iii) in the vicinity of ducts, pipe spaces and concrete columns, the Unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

4. **BOUNDARIES OF THE PARKING UNITS**

(being Units 1 to 137 inclusive on Level A, Units 1 to 192 inclusive on Level B and Units 1 to 194 inclusive on Level C).

- a) Each Parking Unit is bounded vertically by:
- i) the upper surface and plane of the concrete floor slab and production.
  - ii) the plane measured 2.10 metres perpendicularly above and parallel to the concrete floor slab.
- b) Each Parking Unit is bounded horizontally by one or a combination of:
- i) the plane defining the line and face of the concrete columns and/or walls and production.
  - ii) the vertical plane established by the centre-line of columns and/or the production thereof.
  - iii) the vertical plane established by measurement.
  - iv) the vertical plane established by measurement and perpendicular to the concrete wall, located at the rear of the Unit.
  - v) the vertical plane established perpendicular to the concrete wall, located at the rear of the Unit, and passing through the centre-line of the concrete columns and/or the production thereof.
  - vi) the unit side surface and plane of the concrete/concrete block wall and/or the production thereof.

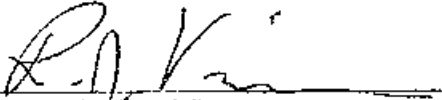
5. **BOUNDARIES OF THE LOCKER UNITS**

(being Units 138 to 277 inclusive on Level A, Units 193 to 348 inclusive on Level B and Units 195 to 325 inclusive on Level C).

- a) Each Locker 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 steel wire mesh and steel frame.
- b) Each Locker Unit is bounded horizontally by one or a combination of the following:
- i) the unit side surface and plane of the steel wire mesh and steel frame.
  - ii) the vertical plane established by measurement.
  - iii) the backside surface and plane of the drywall sheathing and production.
  - iv) the unit side surface and plane of the concrete/concrete block wall and production.

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 I, Sheets 1 to 7 inclusive of the Description

AUG. 26, 2013  
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.

**EDEN PARK PHASE II**  
**Schedule "D" to Declaration**

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Townhouse Dwelling Unit	1	1	0.189351	x 1 =	0.189351
Townhouse Dwelling Unit	2	1	0.189351	x 1 =	0.189351
Townhouse Dwelling Unit	3	1	0.189351	x 1 =	0.189351
Townhouse Dwelling Unit	4	1	0.189351	x 1 =	0.189351
Townhouse Dwelling Unit	5	1	0.189351	x 1 =	0.189351
Townhouse Dwelling Unit	6	1	0.189351	x 1 =	0.189351
Townhouse Dwelling Unit	7	1	0.189351	x 1 =	0.189351
Townhouse Dwelling Unit	8	1	0.189351	x 1 =	0.189351
Townhouse Dwelling Unit	9	1	0.189351	x 1 =	0.189351
Townhouse Dwelling Unit	10	1	0.189351	x 1 =	0.189351
Townhouse Dwelling Unit	11	1	0.189351	x 1 =	0.189351
Townhouse Dwelling Unit	12	1	0.189351	x 1 =	0.189351
Townhouse Dwelling Unit	13	1	0.189351	x 1 =	0.189351
Townhouse Dwelling Unit	14	1	0.189351	x 1 =	0.189351
Townhouse Dwelling Unit	15	1	0.189351	x 1 =	0.189351
Townhouse Dwelling Unit	16	1	0.189351	x 1 =	0.189351
Townhouse Dwelling Unit	17	1	0.189351	x 1 =	0.189351
Townhouse Dwelling Unit	18	1	0.189351	x 1 =	0.189351
Townhouse Dwelling Unit	19	1	0.189351	x 1 =	0.189351
Townhouse Dwelling Unit	20	1	0.189351	x 1 =	0.189351
Townhouse Dwelling Unit	21	1	0.189351	x 1 =	0.189351
Townhouse Dwelling Unit	22	1	0.189351	x 1 =	0.189351
High-rise Dwelling Unit	23	1	0.193097	x 1 =	0.193097
High-rise Dwelling Unit	24	1	0.193097	x 1 =	0.193097
High-rise Dwelling Unit	25	1	0.176090	x 1 =	0.176090
High-rise Dwelling Unit	26	1	0.194929	x 1 =	0.194929
Guest Suite Unit	27	1	0.000001	x 1 =	0.000001
High-rise Dwelling Unit	28	1	0.248305	x 1 =	0.248305
High-rise Dwelling Unit	29	1	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	30	1	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	31	1	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	32	1	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	33	1	0.166409	x 1 =	0.166409
High-rise Dwelling Unit	34	1	0.256678	x 1 =	0.256678
High-rise Dwelling Unit	35	1	0.149663	x 1 =	0.149663
High-rise Dwelling Unit	36	1	0.195713	x 1 =	0.195713
High-rise Dwelling Unit	37	1	0.176090	x 1 =	0.176090
High-rise Dwelling Unit	38	1	0.176090	x 1 =	0.176090
High-rise Dwelling Unit	39	1	0.195713	x 1 =	0.195713
High-rise Dwelling Unit	40	1	0.149663	x 1 =	0.149663
High-rise Dwelling Unit	41	1	0.256678	x 1 =	0.256678
High-rise Dwelling Unit	42	1	0.166409	x 1 =	0.166409
High-rise Dwelling Unit	43	1	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	44	1	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	45	1	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	46	1	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	47	1	0.248305	x 1 =	0.248305
Guest Suite Unit	48	1	0.000001	x 1 =	0.000001
High-rise Dwelling Unit	49	1	0.176090	x 1 =	0.176090
High-rise Dwelling Unit	50	1	0.193097	x 1 =	0.193097
High-rise Dwelling Unit	51	1	0.193097	x 1 =	0.193097
High-rise Dwelling Unit	1	2	0.167979	x 1 =	0.167979
High-rise Dwelling Unit	2	2	0.193097	x 1 =	0.193097
High-rise Dwelling Unit	3	2	0.193097	x 1 =	0.193097
High-rise Dwelling Unit	4	2	0.231298	x 1 =	0.231298
High-rise Dwelling Unit	5	2	0.249090	x 1 =	0.249090
High-rise Dwelling Unit	6	2	0.158036	x 1 =	0.158036
High-rise Dwelling Unit	7	2	0.156728	x 1 =	0.156728
High-rise Dwelling Unit	8	2	0.231036	x 1 =	0.231036
High-rise Dwelling Unit	9	2	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	10	2	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	11	2	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	12	2	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	13	2	0.166409	x 1 =	0.166409
High-rise Dwelling Unit	14	2	0.256678	x 1 =	0.256678
High-rise Dwelling Unit	15	2	0.149663	x 1 =	0.149663
High-rise Dwelling Unit	16	2	0.245688	x 1 =	0.245688
High-rise Dwelling Unit	17	2	0.176090	x 1 =	0.176090
High-rise Dwelling Unit	18	2	0.162484	x 1 =	0.162484
High-rise Dwelling Unit	19	2	0.162484	x 1 =	0.162484
High-rise Dwelling Unit	20	2	0.176090	x 1 =	0.176090
High-rise Dwelling Unit	21	2	0.245688	x 1 =	0.245688

**EDEN PARK PHASE II**  
**Schedule "D" to Declaration**

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
High-rise Dwelling Unit	22	2	0.149663	x 1 =	0.149663
High-rise Dwelling Unit	23	2	0.256678	x 1 =	0.256678
High-rise Dwelling Unit	24	2	0.166409	x 1 =	0.166409
High-rise Dwelling Unit	25	2	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	26	2	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	27	2	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	28	2	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	29	2	0.231036	x 1 =	0.231036
High-rise Dwelling Unit	30	2	0.156728	x 1 =	0.156728
High-rise Dwelling Unit	31	2	0.158036	x 1 =	0.158036
High-rise Dwelling Unit	32	2	0.249090	x 1 =	0.249090
High-rise Dwelling Unit	33	2	0.231298	x 1 =	0.231298
High-rise Dwelling Unit	34	2	0.193097	x 1 =	0.193097
High-rise Dwelling Unit	35	2	0.193097	x 1 =	0.193097
High-rise Dwelling Unit	36	2	0.167979	x 1 =	0.167979
High-rise Dwelling Unit	1	3	0.167979	x 1 =	0.167979
High-rise Dwelling Unit	2	3	0.193097	x 1 =	0.193097
High-rise Dwelling Unit	3	3	0.193097	x 1 =	0.193097
High-rise Dwelling Unit	4	3	0.231298	x 1 =	0.231298
High-rise Dwelling Unit	5	3	0.262957	x 1 =	0.262957
High-rise Dwelling Unit	6	3	0.173997	x 1 =	0.173997
High-rise Dwelling Unit	7	3	0.156728	x 1 =	0.156728
High-rise Dwelling Unit	8	3	0.231036	x 1 =	0.231036
High-rise Dwelling Unit	9	3	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	10	3	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	11	3	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	12	3	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	13	3	0.166409	x 1 =	0.166409
High-rise Dwelling Unit	14	3	0.256678	x 1 =	0.256678
High-rise Dwelling Unit	15	3	0.149663	x 1 =	0.149663
High-rise Dwelling Unit	16	3	0.245688	x 1 =	0.245688
High-rise Dwelling Unit	17	3	0.176090	x 1 =	0.176090
High-rise Dwelling Unit	18	3	0.162484	x 1 =	0.162484
High-rise Dwelling Unit	19	3	0.162484	x 1 =	0.162484
High-rise Dwelling Unit	20	3	0.176090	x 1 =	0.176090
High-rise Dwelling Unit	21	3	0.245688	x 1 =	0.245688
High-rise Dwelling Unit	22	3	0.149663	x 1 =	0.149663
High-rise Dwelling Unit	23	3	0.256678	x 1 =	0.256678
High-rise Dwelling Unit	24	3	0.166409	x 1 =	0.166409
High-rise Dwelling Unit	25	3	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	26	3	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	27	3	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	28	3	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	29	3	0.231036	x 1 =	0.231036
High-rise Dwelling Unit	30	3	0.156728	x 1 =	0.156728
High-rise Dwelling Unit	31	3	0.173997	x 1 =	0.173997
High-rise Dwelling Unit	32	3	0.262957	x 1 =	0.262957
High-rise Dwelling Unit	33	3	0.231298	x 1 =	0.231298
High-rise Dwelling Unit	34	3	0.193097	x 1 =	0.193097
High-rise Dwelling Unit	35	3	0.193097	x 1 =	0.193097
High-rise Dwelling Unit	36	3	0.167979	x 1 =	0.167979
High-rise Dwelling Unit	1	4	0.167979	x 1 =	0.167979
High-rise Dwelling Unit	2	4	0.193097	x 1 =	0.193097
High-rise Dwelling Unit	3	4	0.193097	x 1 =	0.193097
High-rise Dwelling Unit	4	4	0.214814	x 1 =	0.214814
High-rise Dwelling Unit	5	4	0.277086	x 1 =	0.277086
High-rise Dwelling Unit	6	4	0.272638	x 1 =	0.272638
High-rise Dwelling Unit	7	4	0.231036	x 1 =	0.231036
High-rise Dwelling Unit	8	4	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	9	4	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	10	4	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	11	4	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	12	4	0.166409	x 1 =	0.166409
High-rise Dwelling Unit	13	4	0.256678	x 1 =	0.256678
High-rise Dwelling Unit	14	4	0.149663	x 1 =	0.149663
High-rise Dwelling Unit	15	4	0.245688	x 1 =	0.245688
High-rise Dwelling Unit	16	4	0.176090	x 1 =	0.176090
High-rise Dwelling Unit	17	4	0.162484	x 1 =	0.162484
High-rise Dwelling Unit	18	4	0.162484	x 1 =	0.162484
High-rise Dwelling Unit	19	4	0.176090	x 1 =	0.176090
High-rise Dwelling Unit	20	4	0.245688	x 1 =	0.245688
High-rise Dwelling Unit	21	4	0.149663	x 1 =	0.149663
High-rise Dwelling Unit	22	4	0.256678	x 1 =	0.256678

**EDEN PARK PHASE II**  
**Schedule "D" to Declaration**

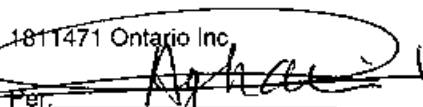
Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
High-rise Dwelling Unit	23	4	0.166409	x 1 =	0.166409
High-rise Dwelling Unit	24	4	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	25	4	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	26	4	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	27	4	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	28	4	0.231036	x 1 =	0.231036
High-rise Dwelling Unit	29	4	0.272638	x 1 =	0.272638
High-rise Dwelling Unit	30	4	0.277086	x 1 =	0.277086
High-rise Dwelling Unit	31	4	0.214814	x 1 =	0.214814
High-rise Dwelling Unit	32	4	0.193097	x 1 =	0.193097
High-rise Dwelling Unit	33	4	0.193097	x 1 =	0.193097
High-rise Dwelling Unit	34	4	0.167979	x 1 =	0.167979
High-rise Dwelling Unit	1	5-10	0.167979	x 6 =	1.007874
High-rise Dwelling Unit	2	5-10	0.193097	x 6 =	1.158582
High-rise Dwelling Unit	3	5-10	0.193097	x 6 =	1.158582
High-rise Dwelling Unit	4	5-10	0.214814	x 6 =	1.288884
High-rise Dwelling Unit	5	5-10	0.277086	x 6 =	1.662516
High-rise Dwelling Unit	6	5-10	0.272638	x 6 =	1.635828
High-rise Dwelling Unit	7	5-10	0.231036	x 6 =	1.386216
High-rise Dwelling Unit	8	5-10	0.169288	x 6 =	1.015728
High-rise Dwelling Unit	9	5-10	0.169288	x 6 =	1.015728
High-rise Dwelling Unit	10	5-10	0.169288	x 6 =	1.015728
High-rise Dwelling Unit	11	5-10	0.169288	x 6 =	1.015728
High-rise Dwelling Unit	12	5-10	0.166409	x 6 =	0.998454
High-rise Dwelling Unit	13	5-10	0.256678	x 6 =	1.540068
High-rise Dwelling Unit	14	5-10	0.149663	x 6 =	0.897978
High-rise Dwelling Unit	15	5-10	0.245688	x 6 =	1.474128
High-rise Dwelling Unit	16	5-10	0.176090	x 6 =	1.056540
High-rise Dwelling Unit	17	5-10	0.162484	x 6 =	0.974904
High-rise Dwelling Unit	18	5-10	0.162484	x 6 =	0.974904
High-rise Dwelling Unit	19	5-10	0.176090	x 6 =	1.056540
High-rise Dwelling Unit	20	5-10	0.245688	x 6 =	1.474128
High-rise Dwelling Unit	21	5-10	0.149663	x 6 =	0.897978
High-rise Dwelling Unit	22	5-10	0.256678	x 6 =	1.540068
High-rise Dwelling Unit	23	5-10	0.166409	x 6 =	0.998454
High-rise Dwelling Unit	24	5-10	0.169288	x 6 =	1.015728
High-rise Dwelling Unit	25	5-10	0.169288	x 6 =	1.015728
High-rise Dwelling Unit	26	5-10	0.169288	x 6 =	1.015728
High-rise Dwelling Unit	27	5-10	0.169288	x 6 =	1.015728
High-rise Dwelling Unit	28	5-10	0.231036	x 6 =	1.386216
High-rise Dwelling Unit	29	5-10	0.272638	x 6 =	1.635828
High-rise Dwelling Unit	30	5-10	0.277086	x 6 =	1.662516
High-rise Dwelling Unit	31	5-10	0.214814	x 6 =	1.288884
High-rise Dwelling Unit	32	5-10	0.193097	x 6 =	1.158582
High-rise Dwelling Unit	33	5-10	0.193097	x 6 =	1.158582
High-rise Dwelling Unit	34	5-10	0.167979	x 6 =	1.007874
High-rise Dwelling Unit	1	11	0.167979	x 1 =	0.167979
High-rise Dwelling Unit	2	11	0.193097	x 1 =	0.193097
High-rise Dwelling Unit	3	11	0.193097	x 1 =	0.193097
High-rise Dwelling Unit	4	11	0.212459	x 1 =	0.212459
High-rise Dwelling Unit	5	11	0.277086	x 1 =	0.277086
High-rise Dwelling Unit	6	11	0.272638	x 1 =	0.272638
High-rise Dwelling Unit	7	11	0.231036	x 1 =	0.231036
High-rise Dwelling Unit	8	11	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	9	11	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	10	11	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	11	11	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	12	11	0.166409	x 1 =	0.166409
High-rise Dwelling Unit	13	11	0.256678	x 1 =	0.256678
High-rise Dwelling Unit	14	11	0.149663	x 1 =	0.149663
High-rise Dwelling Unit	15	11	0.243857	x 1 =	0.243857
High-rise Dwelling Unit	16	11	0.176090	x 1 =	0.176090
High-rise Dwelling Unit	17	11	0.162484	x 1 =	0.162484
High-rise Dwelling Unit	18	11	0.162484	x 1 =	0.162484
High-rise Dwelling Unit	19	11	0.176090	x 1 =	0.176090
High-rise Dwelling Unit	20	11	0.243857	x 1 =	0.243857
High-rise Dwelling Unit	21	11	0.149663	x 1 =	0.149663
High-rise Dwelling Unit	22	11	0.256678	x 1 =	0.256678
High-rise Dwelling Unit	23	11	0.166409	x 1 =	0.166409
High-rise Dwelling Unit	24	11	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	25	11	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	26	11	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	27	11	0.169288	x 1 =	0.169288

**EDEN PARK PHASE II  
Schedule "D" to Declaration**

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
High-rise Dwelling Unit	28	11	0.231036	x 1 =	0.231036
High-rise Dwelling Unit	29	11	0.272638	x 1 =	0.272638
High-rise Dwelling Unit	30	11	0.277086	x 1 =	0.277086
High-rise Dwelling Unit	31	11	0.212459	x 1 =	0.212459
High-rise Dwelling Unit	32	11	0.193097	x 1 =	0.193097
High-rise Dwelling Unit	33	11	0.193097	x 1 =	0.193097
High-rise Dwelling Unit	34	11	0.167979	x 1 =	0.167979
High-rise Dwelling Unit	1	12	0.167979	x 1 =	0.167979
High-rise Dwelling Unit	2	12	0.193097	x 1 =	0.193097
High-rise Dwelling Unit	3	12	0.279180	x 1 =	0.279180
High-rise Dwelling Unit	4	12	0.326015	x 1 =	0.326015
High-rise Dwelling Unit	5	12	0.319212	x 1 =	0.319212
High-rise Dwelling Unit	6	12	0.245951	x 1 =	0.245951
High-rise Dwelling Unit	7	12	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	8	12	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	9	12	0.245951	x 1 =	0.245951
High-rise Dwelling Unit	10	12	0.319212	x 1 =	0.319212
High-rise Dwelling Unit	11	12	0.326015	x 1 =	0.326015
High-rise Dwelling Unit	12	12	0.248567	x 1 =	0.248567
High-rise Dwelling Unit	13	12	0.248567	x 1 =	0.248567
High-rise Dwelling Unit	14	12	0.326015	x 1 =	0.326015
High-rise Dwelling Unit	15	12	0.319212	x 1 =	0.319212
High-rise Dwelling Unit	16	12	0.245951	x 1 =	0.245951
High-rise Dwelling Unit	17	12	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	18	12	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	19	12	0.245951	x 1 =	0.245951
High-rise Dwelling Unit	20	12	0.319212	x 1 =	0.319212
High-rise Dwelling Unit	21	12	0.326015	x 1 =	0.326015
High-rise Dwelling Unit	22	12	0.279180	x 1 =	0.279180
High-rise Dwelling Unit	23	12	0.193097	x 1 =	0.193097
High-rise Dwelling Unit	24	12	0.167979	x 1 =	0.167979
High-rise Dwelling Unit	1	13	0.193097	x 1 =	0.193097
High-rise Dwelling Unit	2	13	0.279180	x 1 =	0.279180
High-rise Dwelling Unit	3	13	0.326015	x 1 =	0.326015
High-rise Dwelling Unit	4	13	0.319212	x 1 =	0.319212
High-rise Dwelling Unit	5	13	0.245951	x 1 =	0.245951
High-rise Dwelling Unit	6	13	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	7	13	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	8	13	0.245951	x 1 =	0.245951
High-rise Dwelling Unit	9	13	0.319212	x 1 =	0.319212
High-rise Dwelling Unit	10	13	0.326015	x 1 =	0.326015
High-rise Dwelling Unit	11	13	0.178445	x 1 =	0.178445
High-rise Dwelling Unit	12	13	0.178445	x 1 =	0.178445
High-rise Dwelling Unit	13	13	0.326015	x 1 =	0.326015
High-rise Dwelling Unit	14	13	0.319212	x 1 =	0.319212
High-rise Dwelling Unit	15	13	0.245951	x 1 =	0.245951
High-rise Dwelling Unit	16	13	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	17	13	0.169288	x 1 =	0.169288
High-rise Dwelling Unit	18	13	0.245951	x 1 =	0.245951
High-rise Dwelling Unit	19	13	0.319212	x 1 =	0.319212
High-rise Dwelling Unit	20	13	0.326015	x 1 =	0.326015
High-rise Dwelling Unit	21	13	0.279180	x 1 =	0.279180
Parking	1-137	A	0.019279	x 137 =	2.641223
Lockers	138-277	A	0.003443	x 140 =	0.482020
Parking	1-192	B	0.019279	x 192 =	3.701568
Lockers	193-348	B	0.003443	x 156 =	0.537108
Parking	1-194	C	0.019279	x 194 =	3.740126
Lockers	195-325	C	0.003443	x 131 =	0.451033
					<b>100.000000</b>

1811471 Ontario Inc. hereby confirms the percentages and calculations herein.

1811471 Ontario Inc.

Per:   
Saeid Aghaei – Authorized Signing Officer  
I have authority to bind the Corporation

Dated this 22 day of Aug, 2013.

## SCHEDULE "E"

TO THE DECLARATION OF 1811471 ONTARIO INC.COMMON EXPENSES

1. All expenses of the Corporation incurred by it in the performance of its objects and duties, whether such objects and duties are imposed under the provisions of the Act, the declaration, the by-laws or rules of the Corporation.
2. All sums of money payable by the Corporation for the procurement and maintenance of any insurance coverage required or permitted by the Act or the declaration, as well as the cost of obtaining, from time to time, an appraisal from an independent qualified appraiser of the full replacement cost of the units, common elements and assets of the Corporation, for the purposes of determining the amount of insurance to be obtained.
3. All sums of money paid or payable for utilities and services serving the units and the common elements, including without limitation, monies payable on account of:
  - a) water on a bulk basis (for each of the dwelling units and the common elements), on the express understanding that the Corporation shall ultimately be reimbursed by (through payments made directly to the Utility Monitor by):
    - i) each of the Highrise Dwelling Unit owners only, for the cost of the hot water consumption attributable to each of their respective dwelling units (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the check or consumption meter for hot water appurtenant to each of the dwelling units (and comprising part of each dwelling unit owner's P.S.U.C. amount); and
    - ii) each of the dwelling unit owners, for the cost of the cold water consumption attributable to each of their respective dwelling units (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the check or consumption meter for cold water appurtenant to each of the dwelling units (and comprising part of each dwelling unit owner's P.S.U.C. amount);
  - b) electricity on a bulk basis (for each of the dwelling units and the common elements), on the express understanding that the Corporation shall ultimately be reimbursed by (through payments made directly to the Utility Monitor by):
    - i) each of the dwelling unit owners, for the cost of the electricity consumption attributable to each of their respective dwelling units (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the check or consumption meter for electricity appurtenant to each of the dwelling units (and comprising part of each dwelling unit owner's P.S.U.C. amount);
  - c) gas on a bulk basis for (for the dwelling units and common elements) on the express understanding that the Corporation shall ultimately be reimbursed by (through payments made directly to the Utility Monitor by):
    - i) each of the Townhouse Dwelling Unit owners, for the cost of the natural gas consumption attributable to each of their respective dwelling units (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the check or consumption meter for electricity appurtenant to each of the dwelling units (and comprising part of each dwelling unit owner's P.S.U.C. amount); and
    - ii) each of the Highrise Dwelling Unit owners for the cost of gas heating of their hot water, and incorporated within cost of the hot water consumption attributable to each of their respective dwelling units (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the check or consumption meter for hot water appurtenant to each of the dwelling units (and comprising part of each dwelling unit owner's P.S.U.C. amount) as set out in subparagraph (a) (i) above;
  - d) the cost of sorting, storing, recycling and/or disposing of the residential garbage emanating from the dwelling units and common element areas of this Condominium, in the event that municipal garbage pickup service is no longer available for the residential component of this Condominium, including the cost of all required garbage containers or bins transportable on rollers, and the cost of retaining one or more private garbage pick-up firms to provide all required garbage collection and removal services for such residential garbage and refuse;
  - e) maintenance and landscaping materials, tools and supplies; and
  - f) the cost of maintaining, repairing and/or replacing (as and when required) the cold water, hot water and electricity check meters appurtenant to each of the dwelling units (to the extent that such costs are not the responsibility of a Utility Monitor).

In addition, each of the dwelling unit owners shall be separately invoiced for cable television and telephone services, and accordingly the cost of heating and cooling the dwelling unit, as well as the cost of water, electricity, cable television and telephone services (so consumed or utilized by each of the dwelling unit owners) shall not constitute or be construed as a common expense, but rather shall be borne and paid for by each dwelling unit owner.

In the event that the Corporation decides or elects, at any time after the registration of the declaration, to purchase cable television and/or other telecommunication services on a bulk basis, for the entire building, then all sums of money payable by the Corporation for such bulk services shall thereupon comprise part of the common expenses of the Corporation.



4. All sums of money required by the Corporation for the acquisition or retention of real property, for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements.
5. All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance of its objects and duties.
6. All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, or by its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation.
7. All sums of money assessed by the Corporation for the reserve fund to be paid by every owner as part of their respective contributions towards the common expenses, for the major repair and replacement of the common elements and assets of the Corporation.
8. All sums of money paid or payable by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation.
9. 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.
10. The fees and disbursements of the Insurance Trustee, if an insurance trust agreement is so entered into by or on behalf of this Condominium.
11. 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 turnover 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.
12. All sums of money paid or payable by the Corporation in order to comply with the duties set forth in section 46 of the declaration, including without limitation:
  - a) all expenses incurred by the Corporation in complying with the terms and provisions of the Outstanding Municipal Agreements [as defined in section 46 (g) of the declaration];
  - b) all monies payable by the Corporation to the Utility Monitor in accordance with the terms and provisions of the Utility Monitoring Agreement entered into between the Corporation and the Utility Monitor;
  - c) all monies payable by the Corporation for Shared Driveway/Walkway Costs or otherwise payable pursuant to the provisions of the Shared Driveway/Walkway Agreement;
  - d) all monies payable by the Corporation in connection with the Green Loan (as defined in section 46 (v) of this declaration) on account of principal, interest and other charges; and
  - e) mortgage, realty tax and common expenses payments and all other costs and expenses payable in respect of the Guest Suite Units to be purchased by the Corporation from the Declarant pursuant to section 46(u) of this declaration.
13. All costs and expenses (including legal fees on a solicitor and client basis or substantial-indemnity scale, together with all applicable disbursements) incurred by the Corporation in the course of enforcing any of the provisions of the declaration, by-laws and/or rules of the Corporation from time to time (including the provisions of all agreements binding on the Corporation or expressly authorized or ratified by any of the by-laws of the Corporation), and effecting compliance therewith by all unit owners and their respective residents, tenants, invitees and/or licensees [save and except for those costs and expenses collected or recoverable by the Corporation against any unit owner(s) in the event of any breach of the provisions of the declaration, by-laws and/or rules, pursuant to the general indemnity provisions of section 43 of the declaration, or any other applicable provisions of the declaration entitling the Corporation to seek reimbursement of costs or indemnification from any owner(s)].

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**SCHEDULE "F"**

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 Highrise Dwelling Units on Level 1, shall have the exclusive use of a patio to which the said Units provide direct access.
- b) the Owner(s) of certain Highrise Dwelling Units on Levels 2 to 13 inclusive, shall have the exclusive use of a balcony or terrace, where applicable, to which the said Units provide direct and sole access.
- c) the Owner(s) of certain Townhouse Dwelling Units on Level 1, shall have the exclusive use of a terrace/balcony and/or roof top terrace, where applicable, to which the said Units provide direct and sole access.
- d) the Owner(s) of certain Townhouse Dwelling Units on Level 1, shall have the exclusive use of a Front Porch to which the said Units provide direct access as designated on Sheet 1, Part 2 of the Description, in heavy outline and numbered the same as the Unit with the prefix letters "PO".
- e) the Owner(s) of certain Townhouse Dwelling Units on Level 1, shall have the exclusive use of an Entrance Walk Out Area to which the said Units provide direct access as designated on Sheet 1, Part 2 of the Description, in heavy outline and numbered the same as the Unit with the prefix letters "WO".
- f) the Owner(s) of Townhouse Dwelling Units 1, 2, 3, 4, 5 and 6 on Level 1, shall have the exclusive use of a Parking area (space) to which the said Units provide direct access as designated on Sheet 1, PART 2 of the Description, in heavy outline and numbered the same as the Unit with the prefix letters "PA".

**SCHEDULE "G"**  
**TO THE DECLARATION OF 18114171 ONTARIO INC.**  
**FOR A STANDARD CONDOMINIUM CORPORATION**

**CERTIFICATE OF ARCHITECT OR ENGINEER**  
 (under clause 8(1)(e) or (h) of the *Condominium Act, 1998*)

Eden Park Phase II Condominium known as: 277-325 South Park Road, Thornhill, Ontario

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:

(Check whichever boxes are applicable)

1.  The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2.  Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3.  Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4.  All underground garages have walls and floor assemblies in place.
5.  All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.
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.  The indoor swimming pool are roughed-in to the extent that it is ready to receive finishes, equipment and accessories.  
There is no outdoor swimming pool.
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 21<sup>st</sup> day of August, 2013.

  
 (signature)

Name: Steven Kirshenblatt  
 Title: Architect



SCHEDULE "G"  
TO THE DECLARATION OF 1811471 ONTARIO INC.  
FOR A STANDARD CONDOMINIUM CORPORATION

CERTIFICATE OF ARCHITECT OR ENGINEER  
(under clause 8(1)(e) or (h) of the *Condominium Act, 1998*)

I certify that:

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(Check whichever boxes are applicable)

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- ~~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.~~  All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.
- ~~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.~~  The indoor swimming pool is roughed-in to the extent that it is ready to receive finishes, equipment and accessories. There is no outdoor swimming pool.
- ~~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 21<sup>st</sup> day of August, 2013.

Russell Greaves

Name:  
Title: Architect or Professional Engineer



**SCHEDULE "G"**  
**TO THE DECLARATION OF 1811471 ONTARIO INC.**  
**FOR A STANDARD CONDOMINIUM CORPORATION**

**CERTIFICATE OF ARCHITECT OR ENGINEER**  
(under clause 8(1)(e) or (h) of the *Condominium Act, 1998*)

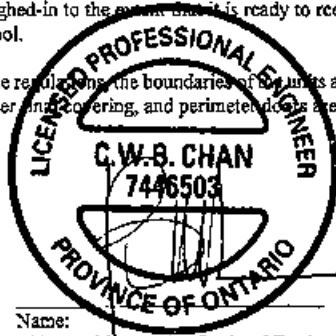
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- 6.  All installations with respect to the provision of water and sewage services are in place.
- 7.  All installations with respect to the provision of heat and ventilation are in place, and heat and ventilation can be provided.
- 8.  All installations 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.  The indoor swimming pool is roughed-in to the extent that it is ready to receive finishes, equipment and accessories. There is no outdoor swimming pool.
- 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 22 day of 8, 2013.



Name:  
Title: Architect or Professional Engineer

**SCHEDULE "G"**  
**TO THE DECLARATION OF 1811471 ONTARIO INC.**  
**FOR A STANDARD CONDOMINIUM CORPORATION**

**CERTIFICATE OF ARCHITECT OR ENGINEER**  
(under clause 8(1)(e) or (h) of the *Condominium Act, 1998*)

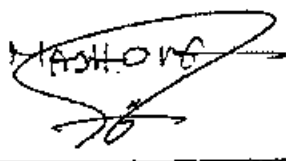
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- 9.  All installations with respect to the provision of electricity are in place.
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- 11.  Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this 21 day of AUG., 2013.



Name:  
Title: Architect or Professional Engineer