

OFFICE SCHEDULE

<p>Number YR. <u>2184264</u> CERTIFICATE OF RECEIPT</p> <p>SEP 09 2014 <u>11:56</u></p> <p>YORK REGION No. 85 AURORA</p> <p><i>Jeff Hillert</i></p>	<p>DECLARATION CONDOMINIUM ACT, 1998</p>
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**YORK REGION STANDARD CONDOMINIUM PLAN NO. 1264
NEW PROPERTY IDENTIFIER'S BLOCK 29795
RECENTLY: Blk 1 Pl 65m4294, Markham; Pin 02988-0680
DECLARANT: 1826985 ONTARIO INC.**

SOLICITOR: Mary Critelli; DelZotto, Zorzi LLP	
ADDRESS: 4810 Dufferin Street, Suite D, Toronto, Ontario M3H 5S8	
PHONE: 416-665-5180	FAX: 416-665-9653

No. OF UNITS 1938

FEES: \$70.00 + (\$5.00 x number of units) = \$9,760.00

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:

1826985 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 upon the Real Property a twenty (20) storey residential building ("Building A"), a twenty (20) storey residential building with ground floor retail ("Building B"), and an eight (8) storey residential building with ground floor retail ("Building C") comprising, in the aggregate, 608 dwelling units (with no superintendent's suite), 12 commercial/retail units, 4 guest suite units, 672 parking units, 640 locker units, and 2 storage 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 levels A, B and C which are to be used solely in the manner or for the purposes set out in section 21 of the declaration;
- c) the "board" shall mean the board of directors of this Condominium (as hereinafter defined) from time to time;
- d) "Commercial/Retail Garbage Costs Share" has the meaning ascribed thereto in section 23(c) of this declaration;
- e) the "commercial/retail showering facility areas" shall mean those portions of the common elements on level 1 intended to be used for purposes of a commercial/retail showering facility, in accordance with section 24(c) of this declaration;
- f) the "commercial/retail units" shall mean units 30 to 41, both inclusive, on level 1, all of which are intended to be used solely for the purposes set out in section 33 of this declaration;
- g) the "common elements" shall mean all the property (as hereinafter defined), except the units;
- h) the "common interest" shall mean the interest in the common elements appurtenant to a unit;

- i) 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;
- j) the "dwelling units" shall mean, collectively, units 1 to 3, both inclusive, 5 to 21, both inclusive, and units 24 to 29, both inclusive, and unit 42 on level 1, units 2 to 64, both inclusive on level 2, units 1 to 66, both inclusive, on level 3, units 1 to 61, both inclusive, on levels 4 and 5, units 1 to 55, both inclusive, on level 6, units 1 to 43, both inclusive, on level 7, units 1 to 38, both inclusive, on level 8, units 1 to 17, both inclusive, on levels 9 to 18, both inclusive, and units 1 to 12, both inclusive, on levels 19 and 20, all of which are intended to be used solely for the purposes set out in section 29 of this declaration;
- k) 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;
- l) the "Guest Suite Units" shall mean units 4, 22 and 23 on level 1, and unit 1 on level 2, 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 32 of this declaration;
- m) "Handicapped Parking Units" shall mean parking units 1, 4, 21 and 32 on level A, units 19, 32, 43 and 65 on level B and units 21, 34, 45 and 67 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 30(c) of this declaration;
- n) the "locker units" shall mean units 180 to 319, both inclusive, and 321 to 330, both inclusive, on level A, units 246 to 490, both inclusive, on level B, and units 248 to 492, 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;
- o) the "multi-purpose/party room" shall mean the room located on level 1 and comprising part of the Recreational Amenities, 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;
- p) 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;
- q) the "parking units" shall mean units 1 to 179, and unit 320 on level A, units 1 to 245, both inclusive, on level B, and units 1 to 247, both inclusive, on level C, all of which are intended to be used solely for the purposes set out in section 30 of this declaration;
- r) the "pre-school children's play centre" shall mean the common elements room, with large outdoor terrace, located on level 2 and comprising part of the Recreational Amenities, together with all of the equipment, facilities and furnishings respectively contained therein from time to time, and intended to be used solely for the purposes set out in section 18A of this declaration;
- s) 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;
- t) "Proportionate Share of Utility Consumption" or "P.S.U.C." has the meaning ascribed to such term in section 34(b) of this declaration;
- u) the "Recreational Amenities" shall include the following amenities, all of which comprise part of the common elements of this Condominium, namely, a multi-purpose/party room with kitchen and bar, a dry sauna, a swimming pool, men's and women's change rooms, a gymnasium, a yoga/tai chi studio, a library/finance centre, a media room, a billiards room, a pre-school children's play centre, and an outdoor rooftop garden, together with all of the equipment, facilities and furnishings respectively contained within the aforementioned Recreational Amenities areas 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, 18A and 19 of this declaration;
- v) 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;
- w) the "storage locker units" shall mean units 493 and 494 on level C, which are intended to be used solely for the purposes set out in section 31 of this declaration;
- x) 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) certain dwelling units in this Condominium, pursuant to the provisions of Schedule "F" to this declaration;
- y) "Thermal Energy Service Agreement" means a thermal energy easement and service agreement made between the Declarant and Markham District Energy Inc. ("MDE"), and assumed by this Condominium, pursuant to which thermal energy for this Condominium is to be purchased from MDE sufficient to fill all of the Condominium buildings' heating and cooling requirements and other related uses, all at rates fixed in the Thermal Energy Service Agreement for an initial 20 year term plus up to 3 renewals.

of 10 years each at the option of the Condominium;

- z) 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;
- aa) the "visitor parking" shall mean the general visitor parking spaces comprising part of the common elements of this Condominium which are designated by the letter "V" on the condominium description plan filed concurrently herewith, together with the commercial/retail visitor parking spaces on level 1 comprising part of the common elements of this Condominium which are designated by the letter "CV" 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
- ab) the "visitor bicycle parking racks" shall mean the visitor bicycle racks located on level 1, and comprising part of the common elements of this Condominium, and which visitor bicycle racks are designated by the letter "VB" 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

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, mechanical and electrical apparatus and the branch piping extending to, but not including, the common pipe risers, all of which provide a service or utility to the particular Unit, regardless of whether or not same are located outside the Unit boundaries described in Schedule 'C'. Each Dwelling Unit and Guest Suite Unit shall also include the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, including the shut-off valve, all of which provide a service or utility to that particular Unit, regardless of whether or not same are located outside the Unit boundaries described in Schedule 'C'.
- b) Each Dwelling Unit and Guest Suite Unit shall exclude any load bearing wall or column that provides support to another Unit or the Common Element, exterior door and frame, window and frame, all pipes, wires, cables, conduits, ducts, shafts, flues and mechanical and electrical apparatus, carbon monoxide detectors, fire alarms, security or sprinkler systems, all of which are situated in the Unit and provide a service or utility to another Unit(s) or the Common Element.
- c) Each Commercial/Retail Unit shall include the exterior doors, door frames, windows and window frames, and all pipes, wires, cables, conduits, ducts, mechanical and electrical apparatus, including, but not limited to, the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, that provide a service or utility to the Unit only, regardless of whether or not same are located outside the boundaries of the Unit described in Schedule 'C'.
- d) Each Commercial/Retail Unit shall exclude any load bearing walls and columns, that provides support to another Unit or the Common Element and any pipe, wire, cable, conduit, duct, shaft, sprinkler, fire alarm, security system, carbon monoxide detector, mechanical and electrical apparatus, which are situated within the Unit and which provide a service or utility to another Unit or the Common Element.

- e) Each parking unit, locker unit and storage locker unit has no inclusions.
- f) Each parking unit, locker unit and storage locker unit shall exclude, all equipment or apparatus including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hoses, floor area drains and sump pumps, sprinklers, lighting, fixtures, air-conditioning or heating equipment appurtenant thereto, which provide any service to the Common Elements or Units, including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included), which may be located within any parking unit, locker unit or storage locker unit.

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: c/o Times Property Management Inc.
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 address(es) shall be:

Building A	8200 Birchmount Road, Markham, Ontario
Building B	1 Uptown Drive, Markham, Ontario
Building C	8228 Birchmount Road, Markham, Ontario

The Corporation's mailing address shall be: 1 Uptown Drive
Markham, Ontario, L3R 1A6

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 in the development and within the building units, the noise levels due to increasing road and/or rail traffic may occasionally interfere with some activities of the occupants as the noise exposure levels will exceed the sound level criteria of the Ministry of the Environment;
- b) Despite the inclusion of noise control features in this development area and within the dwelling units, the noise levels from increasing road and/or rail traffic may occasionally interfere with some activities of the occupants. This dwelling unit has, therefore, been equipped with forced air heating and ducting, etc. as well as central air conditioning which will allow windows to be kept closed, thereby achieving indoor sound levels with the limits recommended by the Ministry of the Environment. The air cooled condenser unit shall have a sound rating not exceeding 7.6 dets for unit cooling capacities up to 3.5 tons and shall comply with the City of Markham's noise by-law.
- c) This development is in proximity to existing and future commercial and/or institutional facilities whose activities may at times be audible.
- d) 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.
- e) Non-disabled unit owners and/or occupants of any non-visitor Handicapped Parking Unit shall be obligated, upon notification by the condominium corporation, to exchange, at no cost to the disabled driver, the use of the Handicapped Parking Unit with a

disabled driver's non-handicapped parking unit.

- f) Telephone and telecommunications facilities and services are authorized by the CRTC under the *Telecommunications Act*, and as such these services may be provided by telecommunications carriers other than the traditional carriers for such services. Owners and tenants are advised to satisfy themselves that such carriers servicing the lands provide sufficient service and facilities to meet their needs.
- g) The Director of Engineering may change the location of any sidewalks/walkways within the plan of subdivision. There will be a municipal and private sidewalk/walkway fronting and/or flanking this property. There will be a private but publicly accessible sidewalk within a municipal easement on the north side of "Street B" and the Corporation shall be responsible for its ownership, maintenance (including winter maintenance) and capital replacement.
- h) It is anticipated that there will be stormwater management infrastructure constructed on the Lands, including, without limitation, a rainwater collection cistern and irrigation system, green roofs, erosion control cisterns/chambers, permeable pavement and/or oil-grit separator(s), and the Condominium shall be responsible for the cleaning and maintenance of all such storm water management infrastructure (utilizing best management practice measures), including, without limitation, the long term maintenance thereof.
- i) Unit owners (and unit purchasers) are hereby notified that it is not the responsibility of The Regional Municipality of York to obtain (or to assist the Declarant to obtain) LEED certification for this 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 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 Recreational Amenities

- a) Subject to the overriding provisions of subsection 18(b) hereof, the Recreational Amenities 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 Recreational Amenities 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 Recreational Amenities, 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 Recreational Amenities (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 Recreational Amenities or any portion thereof (including the right to restrict the use of any amenities, facilities and/or equipment located within any portion of the Recreational Amenities), in order to best co-ordinate the operation and use of the Recreational Amenities 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 Recreational Amenities 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 Recreational Amenities 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 Recreational Amenities 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 Recreational Amenities 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 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 Recreational Amenities, 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 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 Recreational Amenities 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.

Section 18A - Use of the Pre-School Children's Play Centre

The pre-school children's play centre (comprising part of the Recreational Amenities) shall be used only by children of the owners, residents and/or tenants of the dwelling units in this Condominium who are between the ages of two and six, only under full and proper supervision by the child's parent or guardian or by another able adult over the age of 20 years who has been duly authorized by the child's parent or guardian to supervise such child, and only in strict compliance with any and all rules or regulations posted by the Corporation or its property

manager in the children's play centre from time to time. The Corporation shall have absolutely no obligation whatsoever, implied or otherwise, to provide supervision for the pre-school children's play centre at any time or to ensure compliance with either the usage restrictions set forth herein or with any rules and regulations posted in the pre-school children's play centre. By permitting or otherwise allowing their child to enter and/or use the pre-school children's play centre (whether with or without their direct knowledge of such entry or use), the respective dwelling unit owner(s), resident(s) and/or tenant(s) who are the parent(s) or guardian(s) of such child shall automatically assume full responsibility for any and all risks of injury, death, property damage or loss resulting from or related to such entry into and/or usage of the pre-school children's play centre, and shall be deemed to fully release and forever discharge the Declarant, the Corporation, the Corporation's property manager and each of their respective officers, directors, employees, agents, representatives and related or successor companies (collectively the "Releasees"), from and against any and all claims, losses, damages, costs, complaints, demands, actions and causes of action of every nature and kind whatsoever arising from or relating to the child's entry into, use of or attendance at the pre-school children's play centre, notwithstanding any negligence, breach of care or other default by any of the Releasees. Further, and in any event, the Releasees shall not be liable for any death, injury, property damage or loss arising from or relating to a child's entry into, use of or attendance at the pre-school children's play centre, whether or not any such death, injury, loss or damage results from the negligence, breach of care or other default of the Releasees or any of them. In addition, the dwelling unit owner(s), resident(s) and/or tenant(s) who are the parent(s) or guardian(s) of the child in question (and, in the case of a parent or guardian who is a tenant or resident, both the parent(s)/guardian(s) of such child and the dwelling unit owner(s) of the unit in which the parent(s) or guardian(s) reside) shall fully indemnify and save and hold the Releasees harmless from and against any and all claims, actions, damages, losses, costs (including legal costs and related expenses on a dollar for dollar basis), damages, injuries, expenses or liabilities incurred or suffered by the Releasees, or any of them, in connection with any injury, death, property damage or loss arising from or relating to the child's entry into, use of or attendance at the pre-school children's play centre, and all payments to be made (and liabilities incurred) by any such dwelling unit owner(s) pursuant hereto shall be deemed to be additional contributions towards the common expenses payable by such dwelling unit owner(s) and shall be recoverable as such (with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

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

The multi-purpose/party room (comprising part of the Recreational Amenities) 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 and Visitor Bicycle Parking Racks

a) Save as hereinafter otherwise provided to the contrary, it is expressly declared and stipulated that each of the general visitor parking spaces comprising part of the common elements of this Condominium and designated by the letter "V" on the condominium description plan filed, shall be used only by the visitors, guests and invitees of the respective owners, residents and tenants of the dwelling units from time to time, by the visitors, guests, customers, employees and invitees of the owners and tenants of the commercial/retail units 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) Save as hereinafter otherwise provided to the contrary, it is expressly declared and stipulated that each of the commercial/retail visitor parking spaces on level 1, comprising part of the common elements of this Condominium and designated by the letter "CV" on the condominium description plan, shall, during the hours of 7 a.m. to 9 p.m. only daily, be used only by the visitors, guests, customers and invitees of the owners and tenants of the commercial/retail units from time to time and by the Declarant and its employees, agents, representatives, contractors and invitees, for the purposes of parking thereon, on a temporary basis not to exceed a maximum of 2 hours, only one motor vehicle (or alternatively one or more bicycles) per space, and each such space shall be individually so designated by means of clearly visible signs. For clarity, employees of the owners and tenants of the commercial/retail units may not park in the commercial visitor parking spaces during the afore-mentioned hours of 7 a.m. to 9 p.m. daily.
- c) 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) 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.
- d) 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, 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.
- e) 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.
- f) Each of the visitor bicycle parking racks shall be used only by the visitors and guests of the respective owners, residents and tenants and occupants of the dwelling units and commercial/retail 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 bicycle per bicycle parking space, and each visitor bicycle parking space shall be individually so designated by means of a clearly visible sign.
- g) The use of bicycle covers for bicycles parked in the visitor bicycle parking racks is prohibited.

Section 21 - Use of the Bicycle Parking Racks

The Bicycle Parking Racks comprising part of the common elements, shall be used solely for the purposes of bicycle storage for the bicycles of the owners, residents, tenants and occupants of the dwelling units and commercial/retail units in this Condominium, subject to the rules passed by the board from time to time to regulate the use thereof. The use of bicycle covers for bicycles stored in the Bicycle Parking Racks is prohibited.

Section 22 - Residential Garbage Storage/Recycling/Removal

- 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 (ie tri-sorter type), situate on level 1 or A. and 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 dwelling unit 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.
- e) The City of Markham will arrange for the collection and removal of the garbage refuse from the residential component of this Condominium only.

Section 23 - Commercial/Retail Garbage Storage/Recycling/Removal

The City of Markham will arrange for the collection and removal of the garbage refuse from the residential component of this Condominium only. Insofar as the collection, storage, recycling and/or disposal of the commercial/retail garbage is concerned:

- a) the commercial/retail garbage room shall only be used for the purpose of the temporary storage of garbage emanating solely and exclusively from the commercial/retail units, and access to the commercial/retail garbage room shall be restricted to the Declarant and the Corporation, and their respective authorized agents, workmen or representatives, and to the respective owners and tenants of each of the commercial/retail units and their respective authorized agents, workmen or representatives;
- b) since there is no municipal garbage pick-up service for the commercial/retail component of this Condominium, the Corporation shall arrange private garbage pick-up to provide all required garbage collection and removal services for the garbage and refuse emanating from their respective commercial/retail units, and the Corporation or its property manager shall co-ordinate the scheduling of all garbage pick-up and removal services with respect to the commercial/retails, including the timing and frequency of the transportation of such commercial/retail unit owner's garbage from the commercial/retail garbage room to the designated exterior garbage pad;
- c) the Corporation shall charge back to each commercial/retail unit owner a share of the costs of collecting, recycling and/or disposing of the garbage emanating from the commercial/retail units (including the cost of acquiring or leasing 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 commercial/retail unit owners' garbage and refuse) (the "Commercial/Retail Garbage Costs Share") such Commercial/Retail Garbage Costs Share to be determined, allocated and invoiced to the commercial/retail unit owner by the Corporation or its property manager, based on the type of use being made of the commercial/retail unit from time to time and the size of such commercial/retail unit. The Commercial/Retail Garbage Costs Shared shall not be part of the common expenses attributable to such owner's commercial/retail unit but shall be payable by each commercial/retail unit in addition to common expenses. The Corporation shall be entitled to charge and levy interest against such owner on any unpaid Commercial/Retail Garbage Costs Share, and on costs and expenses incurred by the Corporation in to collect or attempt to collect same, including legal costs 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 Commercial/Retail Garbage Costs Share commencing to accrue on the 10th day following such unit owner's receipt of an invoice for such Commercial/Retail Garbage Costs Share, and interest on any collection costs or expenses commencing to accrue from the date(s) that 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. The Corporation shall be entitled to add, to the extent permitted by law, the outstanding amount owing by the commercial/retail owner on account of such owner's Commercial/Retail Garbage Costs Share, together with all collection costs and expenses and accrued interest, to the common expenses that are otherwise due and owing or payable by such commercial/retail.

- owner to the Corporation, and to recover same from such commercial/retail owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation as apply to common expense arrears;
- d) on designated garbage collection and pick-up days only, commercial/retail garbage container bins will be moved between the commercial/retail garbage room, to the designated reinforced exterior concrete pad that will accommodate the garbage bins from the commercial/retail component of this Condominium; and
- e) the Corporation shall arrange for a trained person to be present at all times during the pick-up and removal of the commercial/retail garbage from this Condominium, in order to properly manoeuvre the commercial/retail garbage containers to the exterior concrete pad, and onto the garbage collection vehicles, and to act as a flagperson when such vehicles are reversing.

Section 24 - 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, tenants 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, tenants or occupants of any of the commercial/retail units, nor any of their respective agents, representatives, employees, contractors, invitees, licensees or customers, shall have any right of access to, nor any use or enjoyment of, any portion of the Recreational Amenities, nor any of the equipment, facilities or amenities contained therein or operated therefrom from time to time whatsoever, nor any portion of the common elements situate above level 1 (including being prohibited from using any of the Condominium's elevators above level 1), nor any portion of the common elements reserved for the exclusive use of any of the dwelling units wheresoever situate within this Condominium. However, notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby expressly declared and stipulated that the owners and tenants of each of the commercial/retail units, and their respective authorized agents, representatives, employees and contractors, shall nevertheless be entitled to full and complete unimpeded pedestrian access and egress over, across and upon all outdoor and indoor walkways, corridors, stairwells and/or ramps within this Condominium which lead to:
- i) the commercial/retail units, the commercial/retail garbage room and/or the commercial service areas, all of which are situate on level 1, together with any fire exit stairwells and corridors (wheresoever situate) for emergency egress purposes;
 - ii) the independent HVAC heating and cooling units or systems (including any independent air-conditioning system or condenser), together with all equipment, fixtures and installations appurtenant thereto, which provide heating and/or cooling services to any of the commercial/retail units (all of which equipment, fixtures, installations and/or systems are located on levels 1 and/or A);
 - iii) those areas on level 1 or A of this Condominium which contain or house the water and electricity meters or check meters appurtenant to each of the commercial/retail units, together with all switch gears, breaker panels and other electrical equipment and appurtenances thereto, utilized in connection with the operation or servicing of the commercial/retail units; and
 - iv) this Condominium's mechanical, electrical and/or telephone or telecom room(s), utilized in connection with the operation or servicing of the commercial/retail units (or any portion thereof);
- subject however to such reasonable and customary restrictions on access thereto as may be implemented by any security personnel retained by or on behalf of the Corporation.

- c) Only the Corporation, the property manager, and the owners, tenants and occupants of the commercial/retail units, and their employees and authorized contractors, shall have any right of access to, nor any use or enjoyment of, the commercial/retail showering facility areas.

Section 25 - 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 - OWNERSHIP OF UNITS

Section 26 - Restrictions on Parking, Locker and Storage Locker Units

- a) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and save and except for any parking 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), locker unit(s) and/or storage 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 and/or commercial/retail 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 or commercial/retail 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 or commercial/retail unit within this Condominium, provided however that if any Restricted Unit is so leased to a tenant of a dwelling unit or commercial/retail unit, then the term of such lease shall not extend beyond the term of the tenancy in respect of such dwelling unit or commercial retail unit;
 - iv) where any Restricted Unit is leased to an owner of a dwelling unit or commercial/retail unit in this Condominium, then upon the sale, transfer, assignment or other conveyance of the lessee's dwelling unit or commercial/retail 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 or commercial/retail unit, within thirty (30) days of the registration of the transfer of title to the said dwelling unit or commercial/retail 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; and
 - v) where the lessee of a Restricted Unit is an owner of a dwelling unit or commercial/retail unit in this Condominium, and such lessee is deprived of possession and/or ownership of his or her dwelling unit or commercial/retail 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 or commercial/retail 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 27 - Corporation to Purchase and Own Guest Suite Units

- a) The Declarant shall sell and transfer the Guest Suite Units to the Corporation within 30 days of the registration of this Condominium, at an aggregate purchase price of \$600,000.00, inclusive of all applicable harmonized sales taxes, for the four Guest Suite Units. The purchase price shall be paid by the Corporation by the giving back to the Declarant of a vendor take back first mortgage for a ten year term, bearing interest at the rate of six (6%) per cent per annum, calculated semi-annually, not in advance, repayable monthly principal plus interest with a 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 any of them to any other party, but shall, rather retain ownership of same for use in accordance with section 32 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 5 - OCCUPATION AND USE OF UNITS

Section 28 - 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 29 - 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).

Section 30 - Use of the Parking Units

- a) Each parking unit shall be used and occupied for motor vehicle and/or bicycle 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, 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. 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.
- c) Non-disabled unit owners and/or occupants of any non-visitor Handicapped Parking Unit, (including, without limitation, 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 31 - Use of the Locker Units and Storage Locker Units

Each locker unit and each storage 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 or storage 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) or storage 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.

Section 32 - 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 rental fee (together with a service/cleaning charge) 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 Units 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 33 - Use of the Commercial/Retail Units

The occupation and use of the commercial/retail units shall be in accordance with the following restrictions and stipulations:

- a) Save as hereinafter otherwise provided to the contrary, the commercial/retail units shall be used and occupied only for commercial/retail purposes in conformity with the applicable zoning by-laws or regulations of the Governmental Authorities, provided, however, that the foregoing shall not restrict or prevent the Declarant from completing the building situate on the Real Property and all improvements thereto, and maintaining any commercial/retail units as a model for display, sale and/or leasing purposes, and maintaining construction or customer-service offices, displays and signs therein, pursuant to the Declarant's ongoing marketing/sales/construction/customer-service programs in respect of this Condominium, at such locations and having such dimensions as the Declarant may determine in its sole discretion, until such time as all units in this Condominium (or such lesser number as the Declarant may determine in its sole and unfettered discretion) have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof.
- b) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby expressly declared and stipulated that

under no circumstances shall any owner be permitted to use (or allow any other party to use) his or her commercial/retail unit (or any portion thereof) for any of the following uses or purposes (the "Prohibited Purposes") namely:

- i) any use or business involving the sale, preparation, consumption storage, manufacture and/or utilization of food in any manner whatsoever save and except for a coffee shop. For purposes of this provision a "coffee shop" means an establishment which sells coffee, tea, non-alcoholic beverages and/or light pre-prepared snacks and refreshments for take-out or consumption on the premises;
 - ii) any use involving or requiring the consumption, storage, manufacture or utilization of any toxic waste or contaminant;
 - iii) any purpose (or in any manner) which would likely constitute a nuisance to (or otherwise interfere with) the other unit owners or occupants in this Condominium, or the owners or occupants of any building(s) adjacent to the Real Property, by reason of the creation or emission from such owner's commercial/retail unit of vibrations, odours, gases, smoke, noise, extremely bright lights, fumes, cinders, soot, waste or otherwise;
 - iv) the administration of any treatment, procedure and/or use determined to be obnoxious or offensive by the Declarant or the board of directors of this Condominium (acting reasonably), nor for any use or purpose which may contravene the applicable zoning by-laws or regulations of the Governmental Authorities;
 - v) any use or purpose which, in the reasonable opinion of the board, is incompatible with the residential nature of the balance of the Condominium (and the possible presence of children within the Condominium or in the neighbouring vicinity thereof), such as an adult entertainment or x-rated video store or parlour, at which is offered services, entertainment or items appealing to (or designed to appeal to) erotic or sexual appetites or inclinations, or any other use or purpose that is similar or analogous thereto, regardless of whether same is otherwise lawfully permitted by the applicable zoning by-laws or regulations of the Governmental Authorities; or
 - vi) an abortuary, or a medical clinic or medical office dispensing medical services to the public whose primary practice or ancillary services may likely cause the insurance premiums of the Condominium to increase substantially beyond that which would otherwise be ordinarily attributable to the commercial/retail uses allowed under the applicable zoning by-laws or regulations of the Governmental Authorities, or which may likely pose a greater degree of risk, nuisance or danger to the residents and occupants of this Condominium, as determined by the Declarant or the board of directors of this Condominium (acting reasonably), regardless of whether same is otherwise lawfully permitted by the applicable zoning by-laws or regulations of the Governmental Authorities.
- c) Each commercial/retail unit owner shall, at such owner's sole cost and expense, be solely responsible for:
- i) determining and satisfying himself or herself as to whether his or her commercial/retail unit may be lawfully or properly used for such owner's intended use; and
 - ii) obtaining an occupancy permit (or such other occupancy authorization issued by the Governmental Authorities), and any other consents or permissions to any use proposed to be made of such owner's commercial/retail unit, as required by the Governmental Authorities pursuant to any applicable legislation, by-law, rule or regulation.
- d) The owner of each commercial/retail unit shall be entitled to affix and maintain a sign on the exterior face of the building provided that:
- i) the sign may only be placed directly on the exterior of the commercial/retail unit and only in the area above the window mullions;
 - ii) the dimensions of the sign shall be such that the sign does not exceed 4 m. in length and 50 cm in height;
 - iii) only illuminated channel letter signage is permitted;
 - iv) the sign shall be in strict conformity with all applicable zoning by-laws and municipal requirements;
 - iv) the design of the sign must be approved by the board before the sign is affixed; and
 - v) the owner shall maintain the sign in good and functional condition at all times at the owner's sole cost and expense.
- No other exterior signage shall be permitted, however, interior signage affixed to or placed in windows shall be permitted provided that such interior signage does not cover more than ten (10%) of the window area. No materials, boxes or other items may be displayed in or stored adjacent to the windows.
- e) Notwithstanding any provision contained in this declaration or in any bylaws or rules hereafter passed or enacted to the contrary, each owner of a commercial/retail unit shall be responsible for connecting his or her unit to the Condominium's servicing and utilities systems, and to the public or local utility authority's systems (and shall also be responsible for any changes made to the servicing systems with respect to his or her unit, implemented from time to time), all at such owner's sole cost, risk and expense, subject however to the following overriding provisions, namely:

- i) the commercial/retail unit owner shall first submit detailed plans, drawings and specifications to both the board and the Declarant (for their information only), outlining the unit's servicing requirements (and/or changes thereto) and the desired outlets for such unit;
 - ii) the consulting engineer that is retained by the commercial/retail unit owner to implement the aforementioned servicing plans shall then certify to the Corporation and to the Declarant that the plans and specifications so submitted are in conformity with the Ontario Building Code and the Electrical Code (if applicable), and the public or local utility authority's requirements, and in accordance with the schedule of tolerances (or maximum consumption capacities) pertaining to the various utilities provided to the Condominium, as specified or outlined by the architect and/or engineer which had been retained by the Declarant in connection with the overall servicing, design and operation of the Condominium, in order to ensure that the Condominium's overall water, thermal energy, hydro-electric and/or sanitary sewer consumption or usage does not exceed permitted or acceptable levels (so as to avoid power blackouts, water shortages, etc.);
 - iii) the cost of implementing the physical hook-up work, and procuring all requisite permits, licenses and approvals as are required in accordance with the applicable zoning by-laws, the public or local utility authority's guidelines or requirements, and the Ontario Building Code and the Electrical Code (if applicable) shall be borne by the owner of the subject commercial/retail unit, along with the cost of procuring adequate liability insurance to cover any potential claim(s) for loss and/or damage to persons and/or property occasioned by the negligent hook-up or installation of any services to the unit (with coverage not less than two million dollars per occurrence), and a certified copy of said policy (naming both the Declarant, while it owns any unit in this Condominium, and the Corporation, as co-insureds) shall be submitted to the board and the Declarant (along with evidence that the annual premium(s) for such insurance coverage has been paid by such unit owner) prior to the commencement of any such work;
 - iv) the Corporation shall, forthwith upon demand, provide the commercial/retail unit owner with copies of all relevant plans, drawings and specifications of the Condominium which are in the board's possession or control (ie. pertaining to the Condominium's heating/cooling, lighting, electrical, mechanical, plumbing and servicing systems, etc.), in order to assist such owner's consultants to determine the safest and most expeditious manner of connecting the said unit to the Condominium's various servicing systems; and
 - v) the Corporation shall ensure that no actions or steps are taken by or on behalf of any other owner, resident or occupant within this Condominium, or by anyone else, which would limit, restrict or interfere with the commercial/retail unit owner's access to, and egress from, his or her unit, and all non-exclusive use common element areas on level 1 and level A respectively, at all reasonable times, in order to allow such owner (and such owner's tenants and duly authorized employees, agents, representatives and/or contractors) to carry out and complete all requisite servicing work as hereinbefore provided or contemplated.
- f) Notwithstanding any provision contained in this declaration or in any bylaws or rules hereafter passed or enacted to the contrary (and subject to compliance with the provisions of section 33(g) below), the owner of the commercial/retail unit shall, at his or her sole cost, risk and expense, be entitled to affix, attach, install, replace, pierce, puncture, or protrude onto any part of his or her unit, and/or implement and complete any Minor Installations upon or within any part of his or her commercial/retail unit, as well as those portions of the common element areas located on (or immediately adjacent to) level A and/or level 1 which contain any pipes, wires, cables or conduits that lead to (and exclusively service) his or her commercial/retail unit, all without having to obtain the consent of the board or any other unit owner(s) thereto, in order to carry out or implement any of the following, namely:
- i) to install, alter, repair or replace any servicing equipment, fixture or system which services (or is intended to service) his or her commercial/retail unit exclusively, including without limitation, any air-conditioning system, refrigeration system, heating system, plumbing system, sewage or drainage system, electrical system, mechanical system, lighting system, ecology or air filtration/ventilation system, fire alarm or fire prevention system, sound insulation or heat insulation system, sprinkler system, security system and/or loading or storage system;
 - ii) to alter the configuration of any non-load bearing wall(s) situate within the commercial/retail unit, and/or to perform the commercial/retail unit Partition Removal;
 - iii) to erect, replace, cover or re-cover any partition wall(s) or interior glass panel(s)/window(s), and/or rear door(s) situate within (or leading into) any such commercial/retail unit, together with all glass, plastic or other material(s) enclosing said unit (or contained therein) which constitutes part of said unit; and

- iv) to install, alter, remove or replace any floor covering, wall covering, ceiling covering, light fixture(s), and/or other similar finishings or installations within the subject commercial/retail unit, and generally to implement and carry out all similar improvements to or renovations of the said unit which the owner wishes to make, in order to assist such owner in the operation or conduct of his or her commercial/retail business, or any other activity lawfully carried out (or intended to be carried out) therefrom.
- g) Prior to the commencement of any of the work described or contemplated in the preceding section 33(f), the commercial/retail unit owner intending to implement or carry out such work shall comply with the following, namely:
 - i) provide copies of all plans, drawings and specifications prepared by the commercial/retail unit owner's architect or engineer to both the Declarant and the board, showing in reasonable detail, the proposed installation, removal and/or alteration work, accompanied by a certificate from said architect or engineer confirming to both the Declarant and the board that such work will not unduly disturb, interrupt or interfere with (nor damage) any of the equipment or services that provide power or any utility services to any portion of the common elements, or to any dwelling unit, or to any other commercial/retail unit, or to the Commercial service areas, and further confirming that such work complies with the provisions of the applicable zoning by-laws and regulations of the Governmental Authorities, and the Ontario Building Code and the Electrical Code (if applicable); and
 - ii) ensure that any work or construction activity is carried out only between the hours of 8:00 a.m. to 8:00 p.m. - Monday through Saturday (thereby excluding Sundays and statutory holidays), and establish and implement reasonable measures to ensure that any noise, vibration or interference likely to be caused to any other owner or owners (or to the pedestrian access to and egress from the commercial/ retail showering facility areas and/or any of the commercial/retail units) is minimized to a reasonable extent, and thereafter implement such measures throughout the course of undertaking and completing such work;
- h) Any work or construction activity contemplated by the provisions of section 33(f) hereof, which is carried out by an owner of a commercial/retail unit in accordance with the provisions of section 33(g) hereof, shall not be considered or construed, under any circumstances, to constitute a substantial addition, alteration, improvement to or renovation of the common elements, within the meaning or context of subsections 97(4), (5) and (6) of the Act.
- i) Notwithstanding anything contained in this declaration or in any by-laws or rules hereafter passed or enacted to the contrary, each owner of a commercial/retail unit shall, in addition to his or her proportionate share of the common expenses more particularly set out in Schedule "D" annexed hereto, pay and be solely responsible for the following, namely:
 - i) the cost of all electricity, hot water and cold water services utilized or consumed by his or her commercial/retail unit (including the cost, on a per unit basis, of having the sub-meters or consumption meters appurtenant to each owner's commercial/retail unit read on a periodic basis, and having periodic invoices issued, and correspondingly having all monies owing thereunder from time to time duly collected and accounted for);
 - ii) the cost of maintaining and repairing all windows and doors contained within (or leading into) his or her unit, and all glass, plastic and other materials enclosing said unit (or contained therein) which constitutes part of such unit, including without limitation, the cost of cleaning and replacing (as and when necessary or desired) all signs affixed to the interior of said unit, which shall be maintained and repaired by the Corporation), as well as all plate glass windows and doors situate within (or leading into) his or her unit, together with the cost of insuring all such plate glass windows, doors and signs;
 - iii) the cost of maintaining and repairing all mechanical, electrical, lighting, heating, cooling, refrigeration and plumbing equipment, fixtures and systems, and all appurtenances thereto, which provide power and/or any other service exclusively to his or her commercial/retail unit, including without limitation, any sewage or drainage system, ecology or air filtration/ventilation system, fire alarm or fire prevention system, sound insulation system, heat insulation system, sprinkler system, security system and/or loading or storage system, regardless of whether such equipment, fixtures and/or systems lie within (or beyond) the boundaries of such unit, as monumented in Schedule "C" of this declaration (and as further described in section 5 of this declaration); and
 - iv) its respective Commercial/Retail Garbage Costs Share;

The foregoing is not intended to constitute a complete or exhaustive list of those costs or expenses for which a commercial/retail unit owner shall be directly responsible, and is not intended to restrict or limit (in any manner) the various costs or expenses for which such an owner will be directly responsible pursuant to the Act, or any other provision(s) of this declaration.

- j) Notwithstanding any provision in this declaration or in any by-laws or rules hereafter passed or enacted to the contrary, it is hereby expressly declared and stipulated that the Declarant and each of the owners of any of the commercial/retail units shall be entitled to remove all or any portion of any non-load bearing partition or demising wall that separates two adjoining commercial/retail units, and which comprises part of any such unit(s), as monumented in Schedule "C" annexed hereto (hereinafter referred to as the "Commercial/Retail Unit Partition Removal"), provided such adjoining units are owned by the same party or parties, without having to obtain the consent of the board or any other unit owner(s) thereto, and provided further that such removal or alteration work complies with the provisions of section 33(f) hereof, and all applicable by-laws and regulations of the Governmental Authorities. Notwithstanding any Commercial/Retail Unit Partition Removal as aforesaid, the adjoining units affected thereby shall still constitute two separate commercial/retail units, as illustrated in the description filed concurrently herewith, and all obligations of the owner of the said two adjoining units, whether arising under the Act, this declaration, the by-laws or the rules of this Condominium (or any agreement(s) authorized by any by-law) shall remain unchanged. Where any partition or demising wall has been so removed, the owner of the two adjoining commercial/retail units may thereafter resurrect or reconstruct said wall, without having to obtain the prior consent of the board or any other unit owner(s) thereto, provided such reconstruction work complies with the original specifications with respect thereto, and with all applicable by-laws and regulations of the Governmental Authorities, and provided further that said partition or demising wall is erected in the exact same location as originally constructed by the Declarant, as illustrated and delineated in the description filed concurrently herewith, with the final siting and relocation of such wall to be certified to the board by an accredited Ontario Land Surveyor, all without any cost, charge or expense to the Corporation whatsoever.
- k) Notwithstanding anything contained in this declaration or in any by-laws or rules hereafter passed or enacted to the contrary, the Corporation and its authorized workmen, agents, representatives and/or contractors shall be entitled to gain reasonable access to (and through) the commercial/retail unit (including any access doors located within any wall(s), floor(s) or ceiling(s) of such units) during those hours of any day when the commercial/retail unit is not ordinarily open for business to the general public, on at least 48 hours prior written notice to the intended or affected unit owner(s) [with no such notice being required in the case of an emergency], for the purposes of maintaining, repairing and/or servicing any clean-out valve(s), plumbing stack(s), shut-off valve(s), electrical and/or mechanical switching mechanism(s), and all other utility, mechanical, electrical, plumbing and/or sewage equipment, installations and/or systems, and any appurtenances thereto, which service or benefit any other unit(s) and/or the common elements or any portion thereof. The Corporation shall be obliged to forthwith reimburse (and shall at all times indemnify and save harmless) the owner of the commercial/retail unit who has suffered or incurred any loss or damage to his or her unit (and/or to any goods, chattels, fixtures or equipment situate therein) as a result of the Corporation's exercise of the foregoing right to enter the said unit and maintain, repair and/or service the foregoing equipment, installation and/or systems (or incurred as a result of the Corporation's failure to properly or adequately maintain, repair and/or service same), including without limitation, any loss of revenue occasioned by the interruption of any business operated from such unit.

Section 34 - Utility Consumption

- a) Water, electricity and thermal energy heating and cooling service to the units and the common elements of this Condominium, will be bulk-metered to the Corporation. However, this Condominium has been designed so that:
- i) each of the dwelling units and commercial/retail units shall be separately metered or sub-metered (and correspondingly separately invoiced) for electricity service provided to such unit and its appurtenant exclusive use common elements by a sub-meter, or consumption meter appurtenant to such unit that is read by the Utility Monitor (as herein after defined), and, accordingly, such unit's consumption of electricity (including the electricity consumption relating to any exclusive use common area appurtenant to such unit) shall not comprise part of the common expenses, but rather shall be borne and paid for solely by the owner of such unit;
 - ii) each of the dwelling units and commercial/retail units shall be separately sub-metered (and correspondingly separately invoiced) for cold water service provided to such unit and its appurtenant exclusive use common elements, pursuant to a sub-meter or consumption meter appurtenant to such unit that is read by the Utility Monitor (as hereinafter defined) and which measures the amount of cold water flow to such unit (and its appurtenant exclusive use common elements) and, accordingly, such unit's consumption of cold water (including the cold water consumption relating to any exclusive use common area appurtenant to such unit) shall not comprise part of the common expenses, but rather shall be borne and paid for solely by the owner of such unit; and

- iii) each of the dwelling units and commercial/retail units shall be separately sub-metered (and correspondingly separately invoiced) for hot water service provided to such unit and its appurtenant exclusive use common elements, pursuant to a sub-meter or consumption meter appurtenant to such unit that is read by the Utility Monitor(as hereinafter defined) and which measures the amount of hot water flow to such unit (and its appurtenant exclusive use common elements), so that the cost of heating such unit's water shall not comprise part of the common expenses, but rather shall be borne and paid for solely by the owner of such unit.
- b) The Corporation will accordingly receive bulk invoices for the water and electricity services utilized or consumed by all of the units and common elements as a whole, from the local water 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 sub-meters for hot water, cold water and electricity service appurtenant to each of the dwelling units and commercial/retail units for the purposes of measuring and gauging the hot water, cold water and electricity service consumed by each such unit owner. 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 of the dwelling units and commercial/retail units on a periodic basis, and to correspondingly issue invoices periodically to the owners of each of the dwelling units and commercial/retail units for the cost of their respective consumption of hot water, cold water and electricity, determined in accordance with the Utility Monitor's sub-meter readings. The Utility Monitor may also own the hot water, cold water and/or 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 and commercial/retail 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 and commercial/retail unit owners, reflecting the cost of their respective hot water, cold water and electricity consumption [with the cost of such consumption by each of the dwelling units and commercial/retail units respectively (and any exclusive use common element areas respectively appurtenant thereto), being hereinafter collectively referred to as each such unit owner's "Proportionate Share of Utility Consumption" or "P.S.U.C."]; and each 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 sixteenth (16th) 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 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 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.

- c) Any monies received by the Corporation arising from the sale of the Defaulting Owner's 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 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 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 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 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.
- d) 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 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 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 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 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 LSUC - CBAO Committee On Electronic Registration Of Title Documents on March 29th, 2004 (and posted onto the Law Society's website on April 8th, 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.
- e) In light of the fact that the Corporation has retained (or will shortly hereafter be retaining) the services of the Utility Monitor to read the sub-meters appurtenant to each of the dwelling units and commercial/retail units, and to correspondingly issue invoices to each of the respective unit owners for their respective consumption of hot water, cold water and electricity services (determined in accordance with the aforementioned sub-meter readings), then in order to facilitate the payment of such invoices, each of the dwelling and commercial/retail 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 35 - Off-Site Heating and Cooling Facilities

This Condominium shall utilize off-site heating and cooling facilities to provide heating and cooling service for the Condominium buildings. Markham District Energy ("MDE") owns and operates a central utility plant ("CUP") at 8100 Warden Avenue in Markham. MDE has constructed at the CUP, all facilities necessary in order to provide the Condominium with its full hot water and chilled water service requirements for heating and cooling purposes only, including, without limitation, chillers, boilers and distribution piping from the CUP to this Condominium's buildings. MDE has also constructed an energy transfer station and energy distribution system in this Condominium. MDE is responsible for the operation, maintenance, repair/replacement and insurance of all these facilities at MDE's sole cost during the term of the Thermal Energy Service Agreement. With the exception of the afore-mentioned energy transfer station, no facilities to heat and/or cool water are contained within the Condominium buildings themselves and the Condominium shall be obliged to purchase its all of its thermal energy requirements either from MDE (during the 20 year term or longer) or from another thermal energy service provider. If, at some future time, the Condominium elected to purchase from another thermal energy service provider, MDE may be entitled to remove any equipment installed within the energy transfer station and the Condominium would have to make arrangements to purchase such equipment from MDE and/or replace same its own cost .

Section 36 - Temporary Model Suites

At the time of registration, several unsold dwelling, commercial/retail, 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 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 6 - LEASING OF UNITS

Section 37 - 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) In addition to the foregoing requirements, no owner, other than the Declarant, shall lease his or her, no owner, other than the Declarant, shall lease his or her commercial/retail unit 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 both myself, and my employees and agents, and our respective invitees, licensees and customers from time to time, shall, in using and occupying the commercial/retail unit rented by me and the common elements for the purposes of operating a _____ business or office, comply with The Condominium Act 1998, S.O. 1998, as

amended, and in doing so, I further acknowledge and agree that:

- a) *I will be subject to the same duties imposed by The Condominium Act, 1998, S.O. 1998, as amended, the declaration, by-laws and rules of the condominium corporation as if I were the owner of the commercial/retail unit, except for the payment of common expenses, unless such payment is required by The Condominium Act, 1998, S.O. 1998, as amended or the declaration of the condominium corporation; and*
- b) *that neither I, nor any of my agents, employees, invitees, licensees or customers shall have any right of access to, nor any use or enjoyment of, the Recreational Amenities (nor any of the equipment, facilities or amenities contained therein), nor to any portion of the common elements situate above level 1 (including being prohibited from using any of the Condominium's elevators), nor to any portion of the common elements reserved for the exclusive use of any of the dwelling units, wheresoever situate within this Condominium, nor any other part of the common elements of this Condominium, save and except for all outdoor and indoor walkways, corridors, stairwells and ramps within this Condominium which lead to:*
 - i) *the commercial/retail units, the commercial/retail garbage room and/or the commercial service areas, all of which are situate on level 1, together with any fire exit stairwells and corridors (wheresoever situate) for emergency egress purposes;*
 - ii) *the independent HVAC heating and cooling units or systems (including any independent air-conditioning system or condenser), together with all equipment, fixtures and installations appurtenant thereto, which provide heating and/or cooling services to any of the commercial/retail units (all of which equipment, fixtures, installations and/or systems are located on levels 1 and/or A);*
 - iii) *those areas on level 1 or A of this Condominium which contain or house the water and electricity meters or check meters appurtenant to each of the commercial/retail units, together with all switch gears, breaker panels and other electrical equipment and appurtenances thereto, utilized in connection with the operation or servicing of the commercial/retail units; and*
 - iv) *this Condominium's mechanical, electrical and/or telephone or telecom room(s), utilized in connection with the operation or servicing of the commercial/retail units (or any portion thereof);**subject however to such reasonable and customary restrictions on access thereto as may be implemented by any security personnel retained by or on behalf of the Corporation.*
- e) 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).
- f) 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 38 - 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 39 - 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 7 - MAINTENANCE AND REPAIRS

Section 40 - 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 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 section 40(f) and section 46 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.
- d) Each owner of a commercial/retail unit shall be solely responsible for:
- i) the maintenance and repair of all windows and doors contained within (or leading into) his or her unit, and all glass, plastic and other materials enclosing said unit (or otherwise contained therein) which constitutes part of such unit, including without limitation, the cost of maintaining, repairing and/or replacing all signs and advertising materials placed within such owner's commercial/retail unit (as and when necessary or desired by such owner), as well as all plate glass windows and doors situate within (or leading into) his or her commercial/retail unit, together with the cost of insuring all such plate glass windows, doors and signs; and
 - ii) the cost of maintaining and repairing all mechanical, electrical, lighting, heating, cooling, refrigeration and plumbing equipment, fixtures and systems, and all appurtenances thereto, which provide power and/or any other service exclusively to his or her commercial/retail unit, including without limitation, any applicable sewage or drainage system, ecology or air filtration/ventilation system, fire alarm or fire prevention system, sound insulation system, heat insulation system, sprinkler system, security system and/or loading or storage system that exclusively serves such owner's commercial/retail unit, regardless of whether such equipment, fixtures and/or systems lie within (or beyond) the boundaries of such unit, as monumented in Schedule "C" of this declaration (and as further described in section 5 of this declaration); provided however that all maintenance and repair work required to be undertaken in connection with the heating and/or cooling equipment, installations and/or systems serving any commercial/retail unit 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 section 40(f) and section 46 of this declaration shall apply. Each owner of a commercial/retail 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 and/or cooling system (and any equipment appurtenant thereto), 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.
- e) 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.

- f) 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 installments (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).
- g) 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.
- 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 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 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).

Section 41 - 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 sections 41 (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 38(c)(vii) hereof, be responsible for the maintenance and repair of the terrace landscaping (if any) situate within the confines of such exclusive use terrace area (hereinafter referred to as "Terrace Landscaping"), 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 situated 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 owner 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) if any commercial/retail unit owner has the exclusive use of an outdoor patio area appurtenant to (or allocated to) his or her commercial/retail unit pursuant to the provisions of Schedule "F" to this declaration, then such commercial/retail unit owner shall be responsible for the cleaning, sweeping and general maintenance thereof, and such outdoor patio area (and the adjoining City sidewalk area for which a license to use and to temporarily encroach upon has been obtained by the affected commercial/retail unit owner) may be used for the temporary display of goods sold within the commercial/retail unit to which it is appurtenant and/or for the temporary placement of tables and chairs thereon for the use of the patrons of the commercial/retail unit to which it is appurtenant, provided however that the affected commercial/retail unit owner has first obtained all requisite approvals thereto from the City of Markham (and any other relevant Governmental Authorities), but in no case shall anything be permanently affixed to (nor permanently placed within the confines of) such outdoor patio area or adjoining City sidewalk area;
- f) 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.
- g) 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.
- h) 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.
- i) 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 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 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).

j) 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 owner 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 8 - INSURANCE

Section 42 - 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 43 - 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 44 - 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 45 - 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;
 - iv) For each of the commercial/retail unit owners:
 - A. Plate glass insurance covering the cost of repairing and/or replacing any glass or plastic windows, doors and/or enclosure(s) forming part of (or contained within) any portion of the commercial/retail unit; and
 - B. Business interruption insurance, insuring any loss and/or damage arising from the inability of any owner of a commercial/retail unit to operate his or her business therefrom, due to any damage to his or her unit, or arising from any action taken by the Corporation which would prevent the operation of such business; and
 - v) Any other insurance deemed necessary or desirable by any unit owner and his or her insurance advisors.

Section 46 - 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 47 - 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 9 - DUTIES OF THE CORPORATION

Section 48 - 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 electricity, water and all other requisite utility services to be provided to each of the units in this Condominium, and to the common elements, including the Recreational Amenities (and all recreational amenities, services and/or facilities situated therein or operated therefrom, from time to time), and to ensure that the Recreational Amenities (and all amenities, equipment and facilities situate 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 the Pedestrian Walkway and from the 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 Recreational Amenities (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 control agreement between the Declarant and The Corporation of the Town of Markham pertaining to the development of this Condominium on the Real Property, and registered as Instrument No. YR1801451 as amended by amending agreements made between the Declarant and The Corporation of the City of Markham registered as Instrument Nos. YR2084505 and YR2174924;
 - ii) an outstanding Section 37 agreement made between 1771107 Ontario Inc. and The Corporation of the Town of Markham, registered as Instrument No. YR1563594;

- iii) an outstanding residential subdivision agreement made between 1771107 Ontario Inc. and The Corporation of the Town of Markham, registered as Instrument No. YR1740834; and
 - iv) an outstanding shoring encroachment agreement between the Declarant and The Corporation of the Town of Markham, registered as Instrument No. YR1775992;
- f) To assume, perform and fulfil, 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 "Assumption Agreement"), 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 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 fulfilment 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, immediately after the registration of this Condominium if so required 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 (for nil consideration), immediately after the registration of this Condominium if so required 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"), 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;
- j) To observe, abide by and comply with all of the outstanding terms and provisions of any easement/servicing agreement heretofore entered into between the Declarant and any of the Telecommunications Service Providers pertaining to the provision of cable television and other telecommunication services to the Condominium;
- 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, hot water and electricity sub-meters appurtenant to each of the dwelling units and commercial/retail units, on a periodic basis, and to correspondingly issue invoices to each of the respective dwelling unit and commercial/retail owners for the cost of their respective consumption of cold water, hot water and electricity determined in accordance with the Utility Monitor's sub-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 and commercial/retail 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 and commercial/retail unit owners;
- l) To take all reasonable steps to ensure that the cold water, electricity and hot water sub-meters, appurtenant to each of the dwelling units and commercial/retail 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 and hot water consumption 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 and commercial/retail 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 and commercial/retail 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 private garbage pick-up to provide all required garbage collection and removal services for the garbage and refuse emanating from their respective commercial/retail units, and the Corporation or its property manager shall co-ordinate the scheduling of all garbage pick-up and removal services with respect to the commercial/retails, including the timing and frequency of the transportation of such commercial/retail unit owner's garbage from the commercial/retail garbage room to the designated exterior garbage pad;

- n) To collect the Commercial/Retail Garbage Costs Share from each of the commercial/retail unit owners;
- o) To arrange for a trained person to be present at all times during the collection/removal of garbage and refuse from this Condominium, in order to properly manoeuvre and transport the Condominium's garbage containers (situate within the residential and commercial 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;
- p) 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.
- q) 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 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;
- r) 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;
- s) 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 6th month and the 10th 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 11th 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;

- t) 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, 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;
- u) 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);
- v) To purchase the Guest Suite Units from the Declarant, within 30 days of the registration of this Condominium, at an aggregate purchase price of \$600,000.00, inclusive of any applicable harmonized sales taxes, for the two Guest Suite Units. 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 for a ten year term, bearing interest at the rate of six (6%) per cent per annum, calculated semi-annually,

not in advance, repayable monthly principal plus interest with a 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;

- w) 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 approximately \$1,000,000.00 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 approximately 10 years, by way of 120 equal and consecutive blended monthly payments of principal and interest, based on a 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 10 years following the registration of this Condominium;
- x) To purchase all of the Condominium's thermal energy requirements from Markham District Energy ("MDE") as provided in Section 35 of this declaration and to enter into an assignment and assumption agreement with the Declarant and MDE with respect to the assumption of the Thermal Energy Service Agreement;
- y) If requested by the Declarant, to grant easements to MDE to permit it to maintain its energy transfer station and equipment in the Condominium building and permitting access through the common elements to such energy transfer station and equipment;
- z) Save as otherwise provided or contemplated in this declaration, to ensure that no actions or steps are taken by or on behalf of the Corporation or by any unit owners (nor by any of their respective tenants, residents, employees, invitees or licensees) which would limit, restrict or interfere with the general public's access to and egress from any of the commercial/retail units;
- aa) To cleaning and maintenance of all storm water management infrastructure constructed on the Lands, including, without limitation, a rainwater collection cistern and irrigation system, green roofs, erosion control cisterns/chambers, permeable pavement and/or oil-grit separator(s), utilizing best management practice measures, and including, without limitation, the long term maintenance thereof;
- ab) To abide by, and comply with, the terms and provisions of the outstanding restrictive covenant (including, without limitation, all provisions in favour of The Corporation of the Town of Markham) registered against the Lands as Instrument No. YR1741187;
- ac) To assume and agree to be bound by the provisions of an outstanding agreement made between the Declarant and The Regional Municipality of York ("Region"), whereby permission was given to the Region to enter upon part of the Lands for the purposes of carrying out works in connection with the widening of Highway #7 (the "Permission to Enter Agreement") and to enter into an assumption agreement with the Declarant in respect of the Permission to Enter Agreement, with or without the Region as a party or signatory thereto, but nevertheless enforceable by the Region against the Corporation in order to evidence and confirm the

foregoing assumption by the Corporation the Permission to Enter Agreement .

- ad) To assume and agree to be bound by the provisions of an outstanding Shoring Encroachment Agreement dated August 19th, 2011 made between the Declarant and The Regional Municipality of York (the "Region Shoring Encroachment Agreement"), and to enter into an assumption agreement with the Declarant in respect of the Region Shoring Encroachment Agreement, with or without the Region as a party or signatory thereto, but nevertheless enforceable by the Region against the Corporation in order to evidence and confirm the foregoing assumption by the Corporation of the Region Shoring Encroachment Agreement .

PART 10 - GENERAL MATTERS

Section 49 - 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 50 - 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 51 - 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 52 - 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: 3985 Highway No. 7, Ste. 202, Markham, Ontario L3R 2A2.
- 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 53 - 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 54 - 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 18th day of July, 2014.

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

1826985 ONTARIO INC.


Per. _____

Saeid Aghaei - Authorized Signing Officer

I have authority to bind the Corporation

SCHEDULE "A"
TO THE DECLARATION OF 1826985 ONTARIO INC.
LEGAL DESCRIPTION

All of P.I.N. 02988-0680(I.T)
Block 1 on Plan 65M-4294
City of Markham
registered in the Land Titles Division of the York Region Registry Office (No. 65)
(hereinafter referred to as the "Real Property" or the "Lands").

Subject to an easement in gross over Part 1 on Plan 65R-33341 in favour of The Corporation of the City of Markham for sidewalk purposes, all as more particularly set out in Instrument No. YR1743263;

Subject to an easement in gross in favour of Rogers Communications Inc. for purposes of providing television, internet, telephony and other communications services, all as more particularly set out in Instrument No. YR2157563;

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 at Toronto this 18th day of July, 2014.

Messrs. DelZotto, Zorzi LLP, solicitors and duly
authorized agents for

1826985 ONTARIO INC.

Per: _____


Mary Critelli

SCHEDULE "B"

TO THE DECLARATION OF 1826985 ONTARIO INC.

CONSENT OF CHARGE

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

1. The Bank of Nova Scotia 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 YR1774430 in the Land Titles Division of the York Region Land Registry Office (No. 65).
2. The Bank of Nova Scotia 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 Bank of Nova Scotia hereby postpones the aforementioned mortgage and the interests under it, to the declaration, and the easements described in Schedule "A" to the declaration.
4. The Bank of Nova Scotia is entitled by law to grant this consent and postponement.

DATED this 25th day of July, 2014.

THE BANK OF NOVA SCOTIA

BNS DOCUMENT
NO. 456414
APPROVED FOR
EXECUTION

Per: [Signature]
Name:
Title:

Per: RICHARD CLARENCE GUNNE
Name: Assistant General Manager
Title: Real Estate Credit

We have the authority to bind the Bank.

SCHEDULE "B"

TO THE DECLARATION OF 1826985 ONTARIO INC.

CONSENT OF CHARGE

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

1. Aviva Insurance Company of Canada 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 YR1775848 in the Land Titles Division of the York Region Registry Office (No. 65).
2. Aviva Insurance Company of Canada 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. Aviva Insurance Company of Canada hereby postpones the mortgage and the interests under it to the declaration, and the easements described in Schedule "A" to the declaration.
4. Aviva Insurance Company of Canada is entitled by law to grant this consent and postponement.

DATED this 18th day of July, 2014.

AVIVA INSURANCE COMPANY OF CANADA

Per: 

Name: Brian Argue
 Title: Authorized Signing Officer

Per: _____

Name:
 Title:

I/We have the authority to bind the Corporation.

SCHEDULE "C"

Each Dwelling Unit, Guest Suite Unit, Commercial/Retail Unit, Parking Unit, Storage Locker Unit and Locker Unit, shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 8 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 8 inclusive of the Description and all dimensions shall have reference to them.

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

1. BOUNDARIES OF THE DWELLING UNITS

(being Units 1, 2, 3, 5 to 21 inclusive, 24 to 29 inclusive and Unit 42 on Level 1, Units 2 to 64 inclusive on Level 2, Units 1 to 66 inclusive on Level 3, Units 1 to 61 inclusive on Levels 4 and 5, Units 1 to 55 inclusive on Level 6, Units 1 to 43 inclusive on Level 7, Units 1 to 38 inclusive on Level 8, Units 1 to 17 inclusive on Levels 9 to 18 inclusive and Units 1 to 12 inclusive on Levels 19 and 20).

2. BOUNDARIES OF THE GUEST SUITE UNITS

(being Units 4, 22 and 23 on Level 1 and Units 1 on level 2).

- a) Each Dwelling Unit and Guest Suite Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production.
 - ii) the lower surface and plane of the concrete ceiling slab and production.
- b) Each Dwelling Unit and Guest Suite Unit is bounded horizontally by one or a combination of the following:
 - i) the backside surface and plane of the drywall sheathing on all exterior walls or walls separating a Unit from another Unit or the Common Element.
 - ii) the unit side surface and plane of all exterior doors, door and window frames, the said doors and windows being in a closed position and the unit side surface of the 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.

3. BOUNDARIES OF THE COMMERCIAL/RETAIL UNITS

(being Units 30 to 41 inclusive on Level 1).

- a) Each Commercial/Retail Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production.
 - ii) the lower surface and plane of the concrete ceiling slab and production.
- b) Each Commercial/Retail Unit is bounded horizontally by one or a combination of the following:
 - i) the unit side surface and plane of the concrete or concrete block wall and production.
 - ii) the backside surface and plane of the drywall sheathing on walls separating the Unit from another Unit or the Common Element.

- iii) the vertical plane established by measurement, separating one Unit from another such Unit.
- iv) the exterior surface and plane of the exterior doors, door frames, windows and window frames, said doors and windows being in a closed position and the unit side surface of all glass panels contained therein.
- v) the vertical plane established by the centre line of the demising wall, separating one Unit from another such Unit.
- vi) the vertical plane established by the centre line of columns and production.

4. **BOUNDARIES OF THE PARKING UNITS**

(being Units 1 to 179 inclusive and Unit 320 on Level A, Units 1 to 245 inclusive on Level B and Units 1 to 247 inclusive on Level C).

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

5. **BOUNDARIES OF THE LOCKER UNITS**

(being Units 180 to 319 inclusive and Units 321 to 330 inclusive on Level A, Units 246 to 490 inclusive on Level B and Units 248 to 492 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 frame.
- b) Each Locker Unit is bounded horizontally by one or a combination of the following:
 - i) the backside surface and plane of the drywall sheathing and production on walls separating the unit from the Common Element.

- ii) the unit side surface of the concrete or concrete block walls and production on walls or columns separating the unit from the common element.
- iii) the unit side surface and plane of the steel wire mesh and frame separating one Unit from another such Unit or the common element.
- iv) the unit side surface and plane of the steel wire mesh door and frame, said door being in a closed position.

6. **BOUNDARIES OF THE STORAGE LOCKER UNIT**

(being Units 493 and 494 on Level C).

- a) The Storage Locker Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production.
 - iii) the lower surface and plane of the steel wire mesh and frame.
- b) The Storage Locker Unit is bounded horizontally by one or a combination of the following:
 - iv) the backside surface and plane of the drywall sheathing and production on walls separating the unit from the common element.
 - v) the unit side surface of the concrete or concrete block walls and production on walls or columns separating the unit from the common element.
 - vi) the unit side surface and plane of the steel wire mesh and frame separating one Unit from another such Unit or the common element.
 - iv) the unit side surface and plane of the steel wire mesh door and frame, said door being in a closed position.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part I, Sheets 1 to 8 inclusive of the Description.

July 30, 2014
Dated

R.J. Visser
R.J. Visser,
Ontario Land Surveyor

- Section 5 of -

RBL

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.

UPTOWN MARKHAM - RIVER PARK - HIGH-RISE BUILDINGS A, B & C Schedule D

Table with columns: Building, Unit Type, Municipal Address, Suite No, Unit No, Level No, Proportion of Common Interest, No. of Units, Total Proportion of Common Interest, Proportion of Common Expenses, No. of Units, Total Proportion of Common Expenses. Rows include details for Building B, Building C, and Building A.

UPTOWN MARKHAM - RIVER PARK - HIGH-RISE BUILDINGS A, B & C
Schedule D

Building	Unit Type	Municipal					Proportion of Common Interest	No. of Units	Total		No. of Units	Total	
		Address			Suite No.	Unit No.			Level No.	Proportion of Common Interest		Proportion of Common Expenses	Proportion of Common Expenses
	Dwelling Unit	8228 Birchmount Rd.	223	53	2	0.150160	x 1 =	0.150160	0.150575	x 1 =	0.150575		
	Dwelling Unit	8228 Birchmount Rd.	225	54	2	0.150160	x 1 =	0.150160	0.150575	x 1 =	0.150575		
	Dwelling Unit	8228 Birchmount Rd.	226	55	2	0.143291	x 1 =	0.143291	0.143686	x 1 =	0.143686		
	Dwelling Unit	8228 Birchmount Rd.	227	56	2	0.143291	x 1 =	0.143291	0.143686	x 1 =	0.143686		
	Dwelling Unit	8228 Birchmount Rd.	228	57	2	0.170385	x 1 =	0.170385	0.170856	x 1 =	0.170856		
	Dwelling Unit	8228 Birchmount Rd.	229	58	2	0.121540	x 1 =	0.121540	0.121876	x 1 =	0.121876		
	Dwelling Unit	8228 Birchmount Rd.	230	59	2	0.125738	x 1 =	0.125738	0.126085	x 1 =	0.126085		
	Dwelling Unit	8228 Birchmount Rd.	231	60	2	0.141193	x 1 =	0.141193	0.141583	x 1 =	0.141583		
	Dwelling Unit	8228 Birchmount Rd.	232	61	2	0.148062	x 1 =	0.148062	0.148470	x 1 =	0.148470		
	Dwelling Unit	8228 Birchmount Rd.	233	62	2	0.111427	x 1 =	0.111427	0.111735	x 1 =	0.111735		
	Dwelling Unit	8228 Birchmount Rd.	235	63	2	0.122685	x 1 =	0.122685	0.123024	x 1 =	0.123024		
	Dwelling Unit	8228 Birchmount Rd.	236	64	2	0.095973	x 1 =	0.095973	0.096238	x 1 =	0.096238		
Building A	Dwelling Unit	8200 Birchmount Rd.	301	1	3	0.104941	x 1 =	0.104941	0.105230	x 1 =	0.105230		
	Dwelling Unit	8200 Birchmount Rd.	302	2	3	0.129936	x 1 =	0.129936	0.130294	x 1 =	0.130294		
	Dwelling Unit	8200 Birchmount Rd.	303	3	3	0.106849	x 1 =	0.106849	0.107144	x 1 =	0.107144		
	Dwelling Unit	8200 Birchmount Rd.	305	4	3	0.113717	x 1 =	0.113717	0.114031	x 1 =	0.114031		
	Dwelling Unit	8200 Birchmount Rd.	306	5	3	0.124021	x 1 =	0.124021	0.124363	x 1 =	0.124363		
	Dwelling Unit	8200 Birchmount Rd.	307	6	3	0.124021	x 1 =	0.124021	0.124363	x 1 =	0.124363		
	Dwelling Unit	8200 Birchmount Rd.	308	7	3	0.124021	x 1 =	0.124021	0.124363	x 1 =	0.124363		
	Dwelling Unit	8200 Birchmount Rd.	309	8	3	0.140620	x 1 =	0.140620	0.141009	x 1 =	0.141009		
	Dwelling Unit	8200 Birchmount Rd.	310	9	3	0.111809	x 1 =	0.111809	0.112118	x 1 =	0.112118		
	Dwelling Unit	8200 Birchmount Rd.	311	10	3	0.117915	x 1 =	0.117915	0.118241	x 1 =	0.118241		
	Dwelling Unit	8200 Birchmount Rd.	312	11	3	0.118487	x 1 =	0.118487	0.118815	x 1 =	0.118815		
	Dwelling Unit	8200 Birchmount Rd.	315	12	3	0.117152	x 1 =	0.117152	0.117475	x 1 =	0.117475		
	Dwelling Unit	8200 Birchmount Rd.	316	13	3	0.095401	x 1 =	0.095401	0.095664	x 1 =	0.095664		
	Dwelling Unit	8200 Birchmount Rd.	317	14	3	0.122685	x 1 =	0.122685	0.123024	x 1 =	0.123024		
	Dwelling Unit	8200 Birchmount Rd.	318	15	3	0.132988	x 1 =	0.132988	0.133356	x 1 =	0.133356		
	Dwelling Unit	8200 Birchmount Rd.	319	16	3	0.129363	x 1 =	0.129363	0.129720	x 1 =	0.129720		
	Dwelling Unit	8200 Birchmount Rd.	320	17	3	0.166760	x 1 =	0.166760	0.167221	x 1 =	0.167221		
	Dwelling Unit	8200 Birchmount Rd.	321	18	3	0.119823	x 1 =	0.119823	0.120154	x 1 =	0.120154		
	Dwelling Unit	8200 Birchmount Rd.	322	19	3	0.119632	x 1 =	0.119632	0.119963	x 1 =	0.119963		
	Dwelling Unit	8200 Birchmount Rd.	323	20	3	0.170767	x 1 =	0.170767	0.171238	x 1 =	0.171238		
Building B	Dwelling Unit	1 Uptown Dr.	301	21	3	0.116389	x 1 =	0.116389	0.116710	x 1 =	0.116710		
	Dwelling Unit	1 Uptown Dr.	302	22	3	0.138522	x 1 =	0.138522	0.138904	x 1 =	0.138904		
	Dwelling Unit	1 Uptown Dr.	303	23	3	0.139285	x 1 =	0.139285	0.139669	x 1 =	0.139669		
	Dwelling Unit	1 Uptown Dr.	305	24	3	0.123257	x 1 =	0.123257	0.123598	x 1 =	0.123598		
	Dwelling Unit	1 Uptown Dr.	306	25	3	0.191564	x 1 =	0.191564	0.192093	x 1 =	0.192093		
	Dwelling Unit	1 Uptown Dr.	307	26	3	0.223237	x 1 =	0.223237	0.223854	x 1 =	0.223854		
	Dwelling Unit	1 Uptown Dr.	308	27	3	0.139285	x 1 =	0.139285	0.139669	x 1 =	0.139669		
	Dwelling Unit	1 Uptown Dr.	309	28	3	0.136423	x 1 =	0.136423	0.136799	x 1 =	0.136799		
	Dwelling Unit	1 Uptown Dr.	310	29	3	0.137186	x 1 =	0.137186	0.137565	x 1 =	0.137565		
	Dwelling Unit	1 Uptown Dr.	311	30	3	0.140620	x 1 =	0.140620	0.141009	x 1 =	0.141009		
	Dwelling Unit	1 Uptown Dr.	312	31	3	0.146535	x 1 =	0.146535	0.146940	x 1 =	0.146940		
	Dwelling Unit	1 Uptown Dr.	315	32	3	0.165043	x 1 =	0.165043	0.165499	x 1 =	0.165499		
	Dwelling Unit	1 Uptown Dr.	316	33	3	0.112000	x 1 =	0.112000	0.112309	x 1 =	0.112309		
	Dwelling Unit	1 Uptown Dr.	317	34	3	0.150924	x 1 =	0.150924	0.151340	x 1 =	0.151340		
	Dwelling Unit	1 Uptown Dr.	318	35	3	0.113717	x 1 =	0.113717	0.114031	x 1 =	0.114031		
Building C	Dwelling Unit	8228 Birchmount Rd.	301	36	3	0.110474	x 1 =	0.110474	0.110779	x 1 =	0.110779		
	Dwelling Unit	8228 Birchmount Rd.	302	37	3	0.130126	x 1 =	0.130126	0.130485	x 1 =	0.130485		
	Dwelling Unit	8228 Birchmount Rd.	303	38	3	0.130126	x 1 =	0.130126	0.130485	x 1 =	0.130485		
	Dwelling Unit	8228 Birchmount Rd.	305	39	3	0.130126	x 1 =	0.130126	0.130485	x 1 =	0.130485		
	Dwelling Unit	8228 Birchmount Rd.	306	40	3	0.114481	x 1 =	0.114481	0.114797	x 1 =	0.114797		
	Dwelling Unit	8228 Birchmount Rd.	307	41	3	0.114481	x 1 =	0.114481	0.114797	x 1 =	0.114797		
	Dwelling Unit	8228 Birchmount Rd.	308	42	3	0.129172	x 1 =	0.129172	0.129529	x 1 =	0.129529		
	Dwelling Unit	8228 Birchmount Rd.	309	43	3	0.129172	x 1 =	0.129172	0.129529	x 1 =	0.129529		
	Dwelling Unit	8228 Birchmount Rd.	310	44	3	0.135087	x 1 =	0.135087	0.135460	x 1 =	0.135460		
	Dwelling Unit	8228 Birchmount Rd.	311	45	3	0.135850	x 1 =	0.135850	0.136225	x 1 =	0.136225		
	Dwelling Unit	8228 Birchmount Rd.	312	46	3	0.132798	x 1 =	0.132798	0.133164	x 1 =	0.133164		
	Dwelling Unit	8228 Birchmount Rd.	315	47	3	0.127455	x 1 =	0.127455	0.127807	x 1 =	0.127807		
	Dwelling Unit	8228 Birchmount Rd.	316	48	3	0.116770	x 1 =	0.116770	0.117093	x 1 =	0.117093		
	Dwelling Unit	8228 Birchmount Rd.	317	49	3	0.102460	x 1 =	0.102460	0.102743	x 1 =	0.102743		
	Dwelling Unit	8228 Birchmount Rd.	318	50	3	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676		
	Dwelling Unit	8228 Birchmount Rd.	319	51	3	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676		
	Dwelling Unit	8228 Birchmount Rd.	320	52	3	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676		
	Dwelling Unit	8228 Birchmount Rd.	321	53	3	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676		
	Dwelling Unit	8228 Birchmount Rd.	322	54	3	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676		
	Dwelling Unit	8228 Birchmount Rd.	323	55	3	0.142338	x 1 =	0.142338	0.142731	x 1 =	0.142731		
	Dwelling Unit	8228 Birchmount Rd.	325	56	3	0.142338	x 1 =	0.142338	0.142731	x 1 =	0.142731		
	Dwelling Unit	8228 Birchmount Rd.	326	57	3	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676		
	Dwelling Unit	8228 Birchmount Rd.	327	58	3	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676		
	Dwelling Unit	8228 Birchmount Rd.	328	59	3	0.165997	x 1 =	0.165997	0.166455	x 1 =	0.166455		
	Dwelling Unit	8228 Birchmount Rd.	329	60	3	0.108375	x 1 =	0.108375	0.108674	x 1 =	0.108674		
	Dwelling Unit	8228 Birchmount Rd.	330	61	3	0.113908	x 1 =	0.113908	0.114223	x 1 =	0.114223		
	Dwelling Unit	8228 Birchmount Rd.	331	62	3	0.129363	x 1 =	0.129363	0.129720	x 1 =	0.129720		
	Dwelling Unit	8228 Birchmount Rd.	332	63	3	0.135850	x 1 =	0.135850	0.136225	x 1 =	0.136225		
	Dwelling Unit	8228 Birchmount Rd.	333	64	3	0.100171	x 1 =	0.100171	0.100447	x 1 =	0.100447		
	Dwelling Unit	8228 Birchmount Rd.	335	65	3	0.122685	x 1 =	0.122685	0.123024	x 1 =	0.123024		
	Dwelling Unit	8228 Birchmount Rd.	336	66	3	0.095973	x 1 =	0.095973	0.096238	x 1 =	0.096238		
Building A	Dwelling Unit	8200 Birchmount Rd.	501-601	1	4-5	0.104941	x 2 =	0.209882	0.105230	x 2 =	0.210460		
	Dwelling Unit	8200 Birchmount Rd.	502-602	2	4-5	0.165043	x 2 =	0.330086	0.165499	x 2 =	0.330998		
	Dwelling Unit	8200 Birchmount Rd.	503-603	3	4-5	0.106849	x 2 =	0.213698	0.107144	x 2 =	0.214288		
	Dwelling Unit	8200 Birchmount Rd.	505-605	4	4-5	0.113717	x 2 =	0.227434	0.114031	x 2 =	0.228062		
	Dwelling Unit	8200 Birchmount Rd.	506-606	5	4-5	0.124021	x 2 =	0.248042	0.124363	x 2 =	0.248726		
	Dwelling Unit	8200 Birchmount Rd.	507-607	6	4-5	0.124021	x 2 =	0.248042	0.124363	x 2 =	0.248726		
	Dwelling Unit	8200 Birchmount Rd.	508-608	7	4-5	0.124021	x 2 =	0.248042	0.124363	x 2 =	0.248726		
	Dwelling Unit	8200 Birchmount Rd.	509-609	8	4-5	0.140620	x 2 =	0.281240	0.141009	x 2 =	0.282018		
	Dwelling Unit	8200 Birchmount Rd.	510-610	9	4-5	0.111809	x 2 =	0.223618	0.112118	x 2 =	0.224236		
	Dwelling Unit	8200 Birchmount Rd.	511-611	10	4-5	0.117915	x 2 =	0.235830	0.118241	x 2 =	0.236482		
	Dwelling Unit	8200 Birchmount Rd.	512-612	11	4-5	0.118487	x 2 =	0.236974	0.118815	x 2 =	0.237630		
	Dwelling Unit	8200 Birchmount Rd.	515-615	12	4-5	0.117152	x 2 =	0.234304	0.117475	x 2 =	0.234950		
	Dwelling Unit	8200 Birchmount Rd.	516-616	13	4-5	0.095401	x 2 =	0.190802	0.095664	x 2 =	0.191328		
	Dwelling Unit	8200 Birchmount Rd.	517-617	14	4-5	0.122685	x 2 =	0.245370	0.123024	x 2 =	0.246048		
	Dwelling Unit	8200 Birchmount Rd.	518-618	15	4-5	0.132988	x 2 =	0.265976	0.133356	x 2 =	0.266712		
	Dwelling Unit	8200 Birchmount Rd.	519-619	16	4-5	0.129363	x 2 =	0.258726	0.129720	x 2 =	0.259440		
	Dwelling Unit	8200 Birchmount Rd.	520-620	17	4-5	0.166760	x 2 =	0.333520	0.167221	x 2 =	0.334442		
	Dwelling Unit	8200 Birchmount Rd.	521-621	18	4-5	0.119823	x 2 =	0.239646	0.120154	x 2 =	0.240306		
	Dwelling Unit	8200 Birchmount Rd.	522-622	19	4-5	0.119632	x 2 =	0.239264	0.119963	x 2 =	0.239928		
	Dwelling Unit	8200 Birchmount Rd.	523-623	20	4-5	0.170767	x 2 =	0.341534	0.171238	x 2 =	0.342476		

UPTOWN MARKHAM - RIVER PARK - HIGH-RISE BUILDINGS A, B & C
Schedule D

Building	Unit Type	Municipal Address	Suite No.	Unit No.	Level No.	Proportion of Common Interest	No. of Units	Total	Proportion of	No. of Units	Total	
								Proportion of Common Interest	Common Expenses		Proportion of Common Expenses	
Building B	Dwelling Unit	1 Uptown Dr.	501-601	21	4-5	0.116389	x 2 =	0.232778	0.116710	x 2 =	0.233420	
	Dwelling Unit	1 Uptown Dr.	502-602	22	4-5	0.138522	x 2 =	0.277044	0.138904	x 2 =	0.277808	
	Dwelling Unit	1 Uptown Dr.	503-603	23	4-5	0.139285	x 2 =	0.278570	0.139669	x 2 =	0.279338	
	Dwelling Unit	1 Uptown Dr.	505-605	24	4-5	0.123257	x 2 =	0.246514	0.123598	x 2 =	0.247196	
	Dwelling Unit	1 Uptown Dr.	506-606	25	4-5	0.119632	x 2 =	0.239264	0.119963	x 2 =	0.239926	
	Dwelling Unit	1 Uptown Dr.	507-607	26	4-5	0.133561	x 2 =	0.267122	0.133930	x 2 =	0.267860	
	Dwelling Unit	1 Uptown Dr.	508-608	27	4-5	0.115816	x 2 =	0.231632	0.116136	x 2 =	0.232272	
	Dwelling Unit	1 Uptown Dr.	509-609	28	4-5	0.115625	x 2 =	0.231250	0.115945	x 2 =	0.231890	
	Dwelling Unit	1 Uptown Dr.	510-610	29	4-5	0.120968	x 2 =	0.241936	0.121302	x 2 =	0.242604	
	Dwelling Unit	1 Uptown Dr.	511-611	30	4-5	0.115435	x 2 =	0.230870	0.115753	x 2 =	0.231506	
	Dwelling Unit	1 Uptown Dr.	512-612	31	4-5	0.122113	x 2 =	0.244226	0.122450	x 2 =	0.244900	
	Dwelling Unit	1 Uptown Dr.	515-615	32	4-5	0.150733	x 2 =	0.301466	0.151149	x 2 =	0.302298	
	Dwelling Unit	1 Uptown Dr.	516-616	33	4-5	0.112000	x 2 =	0.224000	0.112309	x 2 =	0.224618	
	Dwelling Unit	1 Uptown Dr.	517-617	34	4-5	0.150924	x 2 =	0.301848	0.151340	x 2 =	0.302680	
	Dwelling Unit	1 Uptown Dr.	518-618	35	4-5	0.113717	x 2 =	0.227434	0.114031	x 2 =	0.228062	
Building C	Dwelling Unit	8228 Birchmount Rd.	501-601	36	4-5	0.110474	x 2 =	0.220948	0.110779	x 2 =	0.221558	
	Dwelling Unit	8228 Birchmount Rd.	502-602	37	4-5	0.130126	x 2 =	0.260252	0.130485	x 2 =	0.260970	
	Dwelling Unit	8228 Birchmount Rd.	503-603	38	4-5	0.130126	x 2 =	0.260252	0.130485	x 2 =	0.260970	
	Dwelling Unit	8228 Birchmount Rd.	505-605	39	4-5	0.130126	x 2 =	0.260252	0.130485	x 2 =	0.260970	
	Dwelling Unit	8228 Birchmount Rd.	506-606	40	4-5	0.114481	x 2 =	0.228962	0.114797	x 2 =	0.229594	
	Dwelling Unit	8228 Birchmount Rd.	507-607	41	4-5	0.114481	x 2 =	0.228962	0.114797	x 2 =	0.229594	
	Dwelling Unit	8228 Birchmount Rd.	508-608	42	4-5	0.108184	x 2 =	0.216368	0.108483	x 2 =	0.216966	
	Dwelling Unit	8228 Birchmount Rd.	509-609	43	4-5	0.176491	x 2 =	0.352982	0.176978	x 2 =	0.353956	
	Dwelling Unit	8228 Birchmount Rd.	510-610	44	4-5	0.181261	x 2 =	0.362522	0.181761	x 2 =	0.363522	
	Dwelling Unit	8228 Birchmount Rd.	511-611	45	4-5	0.130316	x 2 =	0.260632	0.130676	x 2 =	0.261352	
	Dwelling Unit	8228 Birchmount Rd.	512-612	46	4-5	0.130316	x 2 =	0.260632	0.130676	x 2 =	0.261352	
	Dwelling Unit	8228 Birchmount Rd.	515-615	47	4-5	0.130316	x 2 =	0.260632	0.130676	x 2 =	0.261352	
	Dwelling Unit	8228 Birchmount Rd.	516-616	48	4-5	0.130316	x 2 =	0.260632	0.130676	x 2 =	0.261352	
	Dwelling Unit	8228 Birchmount Rd.	517-617	49	4-5	0.130316	x 2 =	0.260632	0.130676	x 2 =	0.261352	
	Dwelling Unit	8228 Birchmount Rd.	518-618	50	4-5	0.142338	x 2 =	0.284676	0.142731	x 2 =	0.285462	
	Dwelling Unit	8228 Birchmount Rd.	519-619	51	4-5	0.142338	x 2 =	0.284676	0.142731	x 2 =	0.285462	
	Dwelling Unit	8228 Birchmount Rd.	520-620	52	4-5	0.130316	x 2 =	0.260632	0.130676	x 2 =	0.261352	
	Dwelling Unit	8228 Birchmount Rd.	521-621	53	4-5	0.130316	x 2 =	0.260632	0.130676	x 2 =	0.261352	
	Dwelling Unit	8228 Birchmount Rd.	522-622	54	4-5	0.165997	x 2 =	0.331994	0.166455	x 2 =	0.332910	
	Dwelling Unit	8228 Birchmount Rd.	523-623	55	4-5	0.108375	x 2 =	0.216750	0.108674	x 2 =	0.217348	
	Dwelling Unit	8228 Birchmount Rd.	525-625	56	4-5	0.113908	x 2 =	0.227816	0.114223	x 2 =	0.228446	
	Dwelling Unit	8228 Birchmount Rd.	526-626	57	4-5	0.129363	x 2 =	0.258726	0.129720	x 2 =	0.259440	
	Dwelling Unit	8228 Birchmount Rd.	527-627	58	4-5	0.135850	x 2 =	0.271700	0.136225	x 2 =	0.272450	
	Dwelling Unit	8228 Birchmount Rd.	528-628	59	4-5	0.100171	x 2 =	0.200342	0.100447	x 2 =	0.200894	
	Dwelling Unit	8228 Birchmount Rd.	529-629	60	4-5	0.122685	x 2 =	0.245370	0.123024	x 2 =	0.246048	
	Dwelling Unit	8228 Birchmount Rd.	530-630	61	4-5	0.095973	x 2 =	0.191946	0.096238	x 2 =	0.192476	
	Building A	Dwelling Unit	8200 Birchmount Rd.	701	1	6	0.104941	x 1 =	0.104941	0.105230	x 1 =	0.105230
		Dwelling Unit	8200 Birchmount Rd.	702	2	6	0.165043	x 1 =	0.165043	0.165499	x 1 =	0.165499
		Dwelling Unit	8200 Birchmount Rd.	703	3	6	0.106849	x 1 =	0.106849	0.107144	x 1 =	0.107144
		Dwelling Unit	8200 Birchmount Rd.	705	4	6	0.113717	x 1 =	0.113717	0.114031	x 1 =	0.114031
Dwelling Unit		8200 Birchmount Rd.	706	5	6	0.124021	x 1 =	0.124021	0.124363	x 1 =	0.124363	
Dwelling Unit		8200 Birchmount Rd.	707	6	6	0.124021	x 1 =	0.124021	0.124363	x 1 =	0.124363	
Dwelling Unit		8200 Birchmount Rd.	708	7	6	0.124021	x 1 =	0.124021	0.124363	x 1 =	0.124363	
Dwelling Unit		8200 Birchmount Rd.	709	8	6	0.140620	x 1 =	0.140620	0.141009	x 1 =	0.141009	
Dwelling Unit		8200 Birchmount Rd.	710	9	6	0.111809	x 1 =	0.111809	0.112118	x 1 =	0.112118	
Dwelling Unit		8200 Birchmount Rd.	711	10	6	0.117915	x 1 =	0.117915	0.118241	x 1 =	0.118241	
Dwelling Unit		8200 Birchmount Rd.	712	11	6	0.118487	x 1 =	0.118487	0.118815	x 1 =	0.118815	
Dwelling Unit		8200 Birchmount Rd.	715	12	6	0.117152	x 1 =	0.117152	0.117475	x 1 =	0.117475	
Dwelling Unit		8200 Birchmount Rd.	716	13	6	0.095401	x 1 =	0.095401	0.095664	x 1 =	0.095664	
Dwelling Unit		8200 Birchmount Rd.	717	14	6	0.122685	x 1 =	0.122685	0.123024	x 1 =	0.123024	
Dwelling Unit		8200 Birchmount Rd.	718	15	6	0.132988	x 1 =	0.132988	0.133356	x 1 =	0.133356	
Dwelling Unit		8200 Birchmount Rd.	719	16	6	0.129363	x 1 =	0.129363	0.129720	x 1 =	0.129720	
Dwelling Unit		8200 Birchmount Rd.	720	17	6	0.166760	x 1 =	0.166760	0.167221	x 1 =	0.167221	
Dwelling Unit		8200 Birchmount Rd.	721	18	6	0.119823	x 1 =	0.119823	0.120154	x 1 =	0.120154	
Dwelling Unit		8200 Birchmount Rd.	722	19	6	0.119632	x 1 =	0.119632	0.119963	x 1 =	0.119963	
Dwelling Unit		8200 Birchmount Rd.	723	20	6	0.170767	x 1 =	0.170767	0.171238	x 1 =	0.171238	
Building B	Dwelling Unit	1 Uptown Dr.	701	21	6	0.116389	x 1 =	0.116389	0.116710	x 1 =	0.116710	
	Dwelling Unit	1 Uptown Dr.	702	22	6	0.239455	x 1 =	0.239455	0.240117	x 1 =	0.240117	
	Dwelling Unit	1 Uptown Dr.	703	23	6	0.239455	x 1 =	0.239455	0.240117	x 1 =	0.240117	
	Dwelling Unit	1 Uptown Dr.	705	24	6	0.130890	x 1 =	0.130890	0.131251	x 1 =	0.131251	
	Dwelling Unit	1 Uptown Dr.	706	25	6	0.122113	x 1 =	0.122113	0.122450	x 1 =	0.122450	
	Dwelling Unit	1 Uptown Dr.	707	26	6	0.150733	x 1 =	0.150733	0.151149	x 1 =	0.151149	
	Dwelling Unit	1 Uptown Dr.	708	27	6	0.112000	x 1 =	0.112000	0.112309	x 1 =	0.112309	
	Dwelling Unit	1 Uptown Dr.	709	28	6	0.150924	x 1 =	0.150924	0.151340	x 1 =	0.151340	
	Dwelling Unit	1 Uptown Dr.	710	29	6	0.113717	x 1 =	0.113717	0.114031	x 1 =	0.114031	
	Building C	Dwelling Unit	8228 Birchmount Rd.	701	30	6	0.110474	x 1 =	0.110474	0.110779	x 1 =	0.110779
Dwelling Unit		8228 Birchmount Rd.	702	31	6	0.130126	x 1 =	0.130126	0.130485	x 1 =	0.130485	
Dwelling Unit		8228 Birchmount Rd.	703	32	6	0.130126	x 1 =	0.130126	0.130485	x 1 =	0.130485	
Dwelling Unit		8228 Birchmount Rd.	705	33	6	0.130126	x 1 =	0.130126	0.130485	x 1 =	0.130485	
Dwelling Unit		8228 Birchmount Rd.	706	34	6	0.114481	x 1 =	0.114481	0.114797	x 1 =	0.114797	
Dwelling Unit		8228 Birchmount Rd.	707	35	6	0.114481	x 1 =	0.114481	0.114797	x 1 =	0.114797	
Dwelling Unit		8228 Birchmount Rd.	708	36	6	0.108184	x 1 =	0.108184	0.108483	x 1 =	0.108483	
Dwelling Unit		8228 Birchmount Rd.	709	37	6	0.176491	x 1 =	0.176491	0.176978	x 1 =	0.176978	
Dwelling Unit		8228 Birchmount Rd.	710	38	6	0.181261	x 1 =	0.181261	0.181761	x 1 =	0.181761	
Dwelling Unit		8228 Birchmount Rd.	711	39	6	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676	
Dwelling Unit		8228 Birchmount Rd.	712	40	6	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676	
Dwelling Unit		8228 Birchmount Rd.	715	41	6	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676	
Dwelling Unit		8228 Birchmount Rd.	716	42	6	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676	
Dwelling Unit		8228 Birchmount Rd.	717	43	6	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676	
Dwelling Unit		8228 Birchmount Rd.	718	44	6	0.142338	x 1 =	0.142338	0.142731	x 1 =	0.142731	
Dwelling Unit		8228 Birchmount Rd.	719	45	6	0.142338	x 1 =	0.142338	0.142731	x 1 =	0.142731	
Dwelling Unit		8228 Birchmount Rd.	720	46	6	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676	
Dwelling Unit		8228 Birchmount Rd.	721	47	6	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676	
Dwelling Unit		8228 Birchmount Rd.	722	48	6	0.165997	x 1 =	0.165997	0.166455	x 1 =	0.166455	
Dwelling Unit		8228 Birchmount Rd.	723	49	6	0.108375	x 1 =	0.108375	0.108674	x 1 =	0.108674	
Dwelling Unit		8228 Birchmount Rd.	725	50	6	0.113908	x 1 =	0.113908	0.114223	x 1 =	0.114223	
Dwelling Unit		8228 Birchmount Rd.	726	51	6	0.129363	x 1 =	0.129363	0.129720	x 1 =	0.129720	
Dwelling Unit		8228 Birchmount Rd.	727	52	6	0.135850	x 1 =	0.135850	0.136225	x 1 =	0.136225	
Dwelling Unit		8228 Birchmount Rd.	728	53	6	0.100171	x 1 =	0.100171	0.100447	x 1 =	0.100447	
Dwelling Unit		8228 Birchmount Rd.	729	54	6	0.122685	x 1 =	0.122685	0.123024	x 1 =	0.123024	
Dwelling Unit		8228 Birchmount Rd.	730	55	6	0.095973	x 1 =	0.095973	0.096238	x 1 =	0.096238	
Building A		Dwelling Unit	8200 Birchmount Rd.	801	1	7	0.165806	x 1 =	0.165806	0.166264	x 1 =	0.166264
		Dwelling Unit	8200 Birchmount Rd.	802	2	7	0.170004	x 1 =	0.170004	0.170473	x 1 =	0.170473


UPTOWN MARKHAM - RIVER PARK - HIGH-RISE BUILDINGS A, B & C
Schedule D

Building	Unit Type	Municipal			Level No.	Proportion of Common Interest	No. of Units	Total		No. of Units	Total	
		Address	Suite No.	Unit No.				Proportion of Common Interest	Proportion of Common Expenses		Proportion of Common Expenses	
Building A	Dwelling Unit	8200 Birchmount Rd.	803	3	7	0.106849	x 1 =	0.106849	0.107144	x 1 =	0.107144	
	Dwelling Unit	8200 Birchmount Rd.	805	4	7	0.113717	x 1 =	0.113717	0.114031	x 1 =	0.114031	
	Dwelling Unit	8200 Birchmount Rd.	806	5	7	0.168668	x 1 =	0.168668	0.169134	x 1 =	0.169134	
	Dwelling Unit	8200 Birchmount Rd.	807	6	7	0.189656	x 1 =	0.189656	0.190180	x 1 =	0.190180	
	Dwelling Unit	8200 Birchmount Rd.	808	7	7	0.227053	x 1 =	0.227053	0.227680	x 1 =	0.227680	
	Dwelling Unit	8200 Birchmount Rd.	809	8	7	0.237166	x 1 =	0.237166	0.237821	x 1 =	0.237821	
	Dwelling Unit	1 Uptown Dr.	801	9	7	0.116389	x 1 =	0.116389	0.116710	x 1 =	0.116710	
Building B	Dwelling Unit	1 Uptown Dr.	802	10	7	0.239455	x 1 =	0.239455	0.240117	x 1 =	0.240117	
	Dwelling Unit	1 Uptown Dr.	803	11	7	0.239455	x 1 =	0.239455	0.240117	x 1 =	0.240117	
	Dwelling Unit	1 Uptown Dr.	805	12	7	0.130890	x 1 =	0.130890	0.131251	x 1 =	0.131251	
	Dwelling Unit	1 Uptown Dr.	806	13	7	0.122113	x 1 =	0.122113	0.122450	x 1 =	0.122450	
	Dwelling Unit	1 Uptown Dr.	807	14	7	0.150733	x 1 =	0.150733	0.151149	x 1 =	0.151149	
	Dwelling Unit	1 Uptown Dr.	808	15	7	0.112000	x 1 =	0.112000	0.112309	x 1 =	0.112309	
	Dwelling Unit	1 Uptown Dr.	809	16	7	0.150924	x 1 =	0.150924	0.151340	x 1 =	0.151340	
Building C	Dwelling Unit	1 Uptown Dr.	810	17	7	0.113717	x 1 =	0.113717	0.114031	x 1 =	0.114031	
	Dwelling Unit	8228 Birchmount Rd.	RG01	18	7	0.110474	x 1 =	0.110474	0.110779	x 1 =	0.110779	
	Dwelling Unit	8228 Birchmount Rd.	RG02	19	7	0.130126	x 1 =	0.130126	0.130485	x 1 =	0.130485	
	Dwelling Unit	8228 Birchmount Rd.	RG03	20	7	0.130126	x 1 =	0.130126	0.130485	x 1 =	0.130485	
	Dwelling Unit	8228 Birchmount Rd.	RG05	21	7	0.130126	x 1 =	0.130126	0.130485	x 1 =	0.130485	
	Dwelling Unit	8228 Birchmount Rd.	RG06	22	7	0.114481	x 1 =	0.114481	0.114797	x 1 =	0.114797	
	Dwelling Unit	8228 Birchmount Rd.	RG07	23	7	0.114481	x 1 =	0.114481	0.114797	x 1 =	0.114797	
Building A	Dwelling Unit	8228 Birchmount Rd.	RG08	24	7	0.108184	x 1 =	0.108184	0.108483	x 1 =	0.108483	
	Dwelling Unit	8228 Birchmount Rd.	RG09	25	7	0.176491	x 1 =	0.176491	0.176978	x 1 =	0.176978	
	Dwelling Unit	8228 Birchmount Rd.	RG10	26	7	0.181261	x 1 =	0.181261	0.181761	x 1 =	0.181761	
	Dwelling Unit	8228 Birchmount Rd.	RG11	27	7	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676	
	Dwelling Unit	8228 Birchmount Rd.	RG12	28	7	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676	
	Dwelling Unit	8228 Birchmount Rd.	RG15	29	7	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676	
	Dwelling Unit	8228 Birchmount Rd.	RG16	30	7	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676	
	Dwelling Unit	8228 Birchmount Rd.	RG17	31	7	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676	
	Dwelling Unit	8228 Birchmount Rd.	RG18	32	7	0.142338	x 1 =	0.142338	0.142731	x 1 =	0.142731	
	Dwelling Unit	8228 Birchmount Rd.	RG19	33	7	0.142338	x 1 =	0.142338	0.142731	x 1 =	0.142731	
	Dwelling Unit	8228 Birchmount Rd.	RG20	34	7	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676	
	Dwelling Unit	8228 Birchmount Rd.	RG21	35	7	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676	
	Dwelling Unit	8228 Birchmount Rd.	RG22	36	7	0.165997	x 1 =	0.165997	0.166455	x 1 =	0.166455	
	Dwelling Unit	8228 Birchmount Rd.	RG23	37	7	0.108375	x 1 =	0.108375	0.108674	x 1 =	0.108674	
	Dwelling Unit	8228 Birchmount Rd.	RG25	38	7	0.113908	x 1 =	0.113908	0.114223	x 1 =	0.114223	
	Dwelling Unit	8228 Birchmount Rd.	RG26	39	7	0.129363	x 1 =	0.129363	0.129720	x 1 =	0.129720	
	Dwelling Unit	8228 Birchmount Rd.	RG27	40	7	0.135850	x 1 =	0.135850	0.136225	x 1 =	0.136225	
	Dwelling Unit	8228 Birchmount Rd.	RG28	41	7	0.100171	x 1 =	0.100171	0.100447	x 1 =	0.100447	
	Dwelling Unit	8228 Birchmount Rd.	RG29	42	7	0.122685	x 1 =	0.122685	0.123024	x 1 =	0.123024	
	Dwelling Unit	8228 Birchmount Rd.	RG30	43	7	0.095973	x 1 =	0.095973	0.096238	x 1 =	0.096238	
	Building B	Dwelling Unit	8200 Birchmount Rd.	901	1	8	0.165806	x 1 =	0.165806	0.166264	x 1 =	0.166264
		Dwelling Unit	8200 Birchmount Rd.	902	2	8	0.170004	x 1 =	0.170004	0.170473	x 1 =	0.170473
		Dwelling Unit	8200 Birchmount Rd.	903	3	8	0.106849	x 1 =	0.106849	0.107144	x 1 =	0.107144
		Dwelling Unit	8200 Birchmount Rd.	905	4	8	0.113717	x 1 =	0.113717	0.114031	x 1 =	0.114031
		Dwelling Unit	8200 Birchmount Rd.	906	5	8	0.168668	x 1 =	0.168668	0.169134	x 1 =	0.169134
Dwelling Unit		8200 Birchmount Rd.	907	6	8	0.189656	x 1 =	0.189656	0.190180	x 1 =	0.190180	
Dwelling Unit		8200 Birchmount Rd.	908	7	8	0.227053	x 1 =	0.227053	0.227680	x 1 =	0.227680	
Dwelling Unit		8200 Birchmount Rd.	909	8	8	0.237166	x 1 =	0.237166	0.237821	x 1 =	0.237821	
Dwelling Unit		1 Uptown Dr.	901	9	8	0.116389	x 1 =	0.116389	0.116710	x 1 =	0.116710	
Building C	Dwelling Unit	1 Uptown Dr.	902	10	8	0.239455	x 1 =	0.239455	0.240117	x 1 =	0.240117	
	Dwelling Unit	1 Uptown Dr.	903	11	8	0.239455	x 1 =	0.239455	0.240117	x 1 =	0.240117	
	Dwelling Unit	1 Uptown Dr.	905	12	8	0.130890	x 1 =	0.130890	0.131251	x 1 =	0.131251	
	Dwelling Unit	1 Uptown Dr.	906	13	8	0.122113	x 1 =	0.122113	0.122450	x 1 =	0.122450	
	Dwelling Unit	1 Uptown Dr.	907	14	8	0.150733	x 1 =	0.150733	0.151149	x 1 =	0.151149	
	Dwelling Unit	1 Uptown Dr.	908	15	8	0.112000	x 1 =	0.112000	0.112309	x 1 =	0.112309	
	Dwelling Unit	1 Uptown Dr.	909	16	8	0.150924	x 1 =	0.150924	0.151340	x 1 =	0.151340	
	Dwelling Unit	1 Uptown Dr.	910	17	8	0.113717	x 1 =	0.113717	0.114031	x 1 =	0.114031	
	Building A	Dwelling Unit	8228 Birchmount Rd.	PH01	18	8	0.110474	x 1 =	0.110474	0.110779	x 1 =	0.110779
Dwelling Unit		8228 Birchmount Rd.	PH02	19	8	0.130126	x 1 =	0.130126	0.130485	x 1 =	0.130485	
Dwelling Unit		8228 Birchmount Rd.	PH03	20	8	0.130126	x 1 =	0.130126	0.130485	x 1 =	0.130485	
Dwelling Unit		8228 Birchmount Rd.	PH05	21	8	0.130126	x 1 =	0.130126	0.130485	x 1 =	0.130485	
Dwelling Unit		8228 Birchmount Rd.	PH06	22	8	0.114481	x 1 =	0.114481	0.114797	x 1 =	0.114797	
Dwelling Unit		8228 Birchmount Rd.	PH07	23	8	0.114481	x 1 =	0.114481	0.114797	x 1 =	0.114797	
Dwelling Unit		8228 Birchmount Rd.	PH08	24	8	0.141574	x 1 =	0.141574	0.141965	x 1 =	0.141965	
Dwelling Unit		8228 Birchmount Rd.	PH09	25	8	0.214651	x 1 =	0.214651	0.215244	x 1 =	0.215244	
Dwelling Unit		8228 Birchmount Rd.	PH10	26	8	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676	
Dwelling Unit		8228 Birchmount Rd.	PH11	27	8	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676	
Dwelling Unit		8228 Birchmount Rd.	PH12	28	8	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676	
Dwelling Unit		8228 Birchmount Rd.	PH15	29	8	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676	
Dwelling Unit		8228 Birchmount Rd.	PH16	30	8	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676	
Dwelling Unit		8228 Birchmount Rd.	PH17	31	8	0.142338	x 1 =	0.142338	0.142731	x 1 =	0.142731	
Dwelling Unit		8228 Birchmount Rd.	PH18	32	8	0.142338	x 1 =	0.142338	0.142731	x 1 =	0.142731	
Dwelling Unit		8228 Birchmount Rd.	PH19	33	8	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676	
Dwelling Unit		8228 Birchmount Rd.	PH20	34	8	0.130316	x 1 =	0.130316	0.130676	x 1 =	0.130676	
Dwelling Unit		8228 Birchmount Rd.	PH21	35	8	0.165997	x 1 =	0.165997	0.166455	x 1 =	0.166455	
Dwelling Unit		8228 Birchmount Rd.	PH22	36	8	0.186985	x 1 =	0.186985	0.187501	x 1 =	0.187501	
Dwelling Unit		8228 Birchmount Rd.	PH23	37	8	0.122685	x 1 =	0.122685	0.123024	x 1 =	0.123024	
Dwelling Unit		8228 Birchmount Rd.	PH25	38	8	0.095973	x 1 =	0.095973	0.096238	x 1 =	0.096238	
Building B		Dwelling Unit	8200 Birchmount Rd.	1001-2101	1	9-18	0.165806	x 10 =	1.658060	0.166264	x 10 =	1.662640
		Dwelling Unit	8200 Birchmount Rd.	1002-2102	2	9-18	0.170004	x 10 =	1.700040	0.170473	x 10 =	1.704730
		Dwelling Unit	8200 Birchmount Rd.	1003-2103	3	9-18	0.106849	x 10 =	1.068490	0.107144	x 10 =	1.071440
		Dwelling Unit	8200 Birchmount Rd.	1005-2105	4	9-18	0.113717	x 10 =	1.137170	0.114031	x 10 =	1.140310
	Dwelling Unit	8200 Birchmount Rd.	1006-2106	5	9-18	0.168668	x 10 =	1.686680	0.169134	x 10 =	1.691340	
	Dwelling Unit	8200 Birchmount Rd.	1007-2107	6	9-18	0.189656	x 10 =	1.896560	0.190180	x 10 =	1.901800	
	Dwelling Unit	8200 Birchmount Rd.	1008-2108	7	9-18	0.227053	x 10 =	2.270530	0.227680	x 10 =	2.276800	
	Dwelling Unit	8200 Birchmount Rd.	1009-2109	8	9-18	0.237166	x 10 =	2.371660	0.237821	x 10 =	2.378210	
	Dwelling Unit	1 Uptown Dr.	1001-2101	9	9-18	0.116389	x 10 =	1.163890	0.116710	x 10 =	1.167100	
Building C	Dwelling Unit	1 Uptown Dr.	1002-2102	10	9-18	0.239455	x 10 =	2.394550	0.240117	x 10 =	2.401170	
	Dwelling Unit	1 Uptown Dr.	1003-2103	11	9-18	0.239455	x 10 =	2.394550	0.240117	x 10 =	2.401170	
	Dwelling Unit	1 Uptown Dr.	1005-2105	12	9-18	0.130890	x 10 =	1.308900	0.131251	x 10 =	1.312510	
	Dwelling Unit	1 Uptown Dr.	1006-2106	13	9-18	0.122113	x 10 =	1.221130	0.122450	x 10 =	1.224500	
	Dwelling Unit	1 Uptown Dr.	1007-2107	14	9-18	0.150733	x 10 =	1.507330	0.151149	x 10 =	1.511490	
	Dwelling Unit	1 Uptown Dr.</										

UPTOWN MARKHAM - RIVER PARK - HIGH-RISE BUILDINGS A, B & C
Schedule D

Building	Unit Type	Municipal Address	Suite No.	Unit No.	Level No.	Proportion of Common Interest	No. of Units	Total		No. of Units	Total Proportion of Common Expenses
								Proportion of Common Interest	Proportion of Common Expenses		
Building A	Dwelling Unit	8200 Birchmount Rd.	RG01	1	19	0.202058	x 1 =	0.202058	0.202616	x 1 =	0.202616
	Dwelling Unit	8200 Birchmount Rd.	RG02	2	19	0.199008	x 1 =	0.199008	0.199555	x 1 =	0.199555
	Dwelling Unit	8200 Birchmount Rd.	RG03	3	19	0.204539	x 1 =	0.204539	0.205103	x 1 =	0.205103
	Dwelling Unit	8200 Birchmount Rd.	RG05	4	19	0.204539	x 1 =	0.204539	0.205103	x 1 =	0.205103
	Dwelling Unit	8200 Birchmount Rd.	RG06	5	19	0.196144	x 1 =	0.196144	0.196685	x 1 =	0.196685
	Dwelling Unit	8200 Birchmount Rd.	RG07	6	19	0.203585	x 1 =	0.203585	0.204147	x 1 =	0.204147
Building B	Dwelling Unit	1 Uptown Dr.	RG01	7	19	0.241363	x 1 =	0.241363	0.242030	x 1 =	0.242030
	Dwelling Unit	1 Uptown Dr.	RG02	8	19	0.246515	x 1 =	0.246515	0.247198	x 1 =	0.247198
	Dwelling Unit	1 Uptown Dr.	RG03	9	19	0.131271	x 1 =	0.131271	0.131634	x 1 =	0.131634
	Dwelling Unit	1 Uptown Dr.	RG05	10	19	0.195953	x 1 =	0.195953	0.196494	x 1 =	0.196494
	Dwelling Unit	1 Uptown Dr.	RG06	11	19	0.167905	x 1 =	0.167905	0.168369	x 1 =	0.168369
	Dwelling Unit	1 Uptown Dr.	RG07	12	19	0.136814	x 1 =	0.136814	0.136991	x 1 =	0.136991
Building A	Dwelling Unit	8200 Birchmount Rd.	PH01	1	20	0.202058	x 1 =	0.202058	0.202616	x 1 =	0.202616
	Dwelling Unit	8200 Birchmount Rd.	PH02	2	20	0.275135	x 1 =	0.275135	0.275895	x 1 =	0.275895
	Dwelling Unit	8200 Birchmount Rd.	PH03	3	20	0.204539	x 1 =	0.204539	0.205103	x 1 =	0.205103
	Dwelling Unit	8200 Birchmount Rd.	PH05	4	20	0.204539	x 1 =	0.204539	0.205103	x 1 =	0.205103
	Dwelling Unit	8200 Birchmount Rd.	PH06	5	20	0.270938	x 1 =	0.270938	0.271688	x 1 =	0.271688
	Dwelling Unit	8200 Birchmount Rd.	PH07	6	20	0.203585	x 1 =	0.203585	0.204147	x 1 =	0.204147
Building B	Dwelling Unit	1 Uptown Dr.	PH01	7	20	0.241363	x 1 =	0.241363	0.242030	x 1 =	0.242030
	Dwelling Unit	1 Uptown Dr.	PH02	8	20	0.246515	x 1 =	0.246515	0.247198	x 1 =	0.247198
	Dwelling Unit	1 Uptown Dr.	PH03	9	20	0.131271	x 1 =	0.131271	0.131634	x 1 =	0.131634
	Dwelling Unit	1 Uptown Dr.	PH05	10	20	0.195953	x 1 =	0.195953	0.196494	x 1 =	0.196494
	Dwelling Unit	1 Uptown Dr.	PH06	11	20	0.167905	x 1 =	0.167905	0.168369	x 1 =	0.168369
	Dwelling Unit	1 Uptown Dr.	PH07	12	20	0.136814	x 1 =	0.136814	0.136991	x 1 =	0.136991
	Parking Unit			1-179	A	0.012755	x 179 =	2.283145	0.012755	x 179 =	2.283145
	Locker Unit			180-319	A	0.002278	x 140 =	0.318920	0.002278	x 140 =	0.318920
	Parking Unit			320	A	0.012755	x 1 =	0.012755	0.012755	x 1 =	0.012755
	Locker Unit			321-330	A	0.002278	x 10 =	0.022780	0.002278	x 10 =	0.022780
	Parking Unit			1-245	B	0.012755	x 245 =	3.124975	0.012755	x 245 =	3.124975
	Locker Unit			246-490	B	0.002278	x 245 =	0.558110	0.002278	x 245 =	0.558110
	Parking Unit			1-247	C	0.012755	x 247 =	3.150485	0.012755	x 247 =	3.150485
	Locker Unit			248-492	C	0.002278	x 245 =	0.558110	0.002278	x 245 =	0.558110
	Storage Locker Unit			493-494	C	0.001139	x 2 =	0.002278	0.001139	x 2 =	0.002278
								100.000000			100.000000

1826985 Ontario Inc. hereby confirms the percentages and calculation herein.

1826985 Ontario Inc. 

Per: Saaid Aghaei - Authorized Signing Officer

I have authority to bind the Corporation.

SCHEDULE "E"
TO THE DECLARATION OF 1826985 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, commercial/retail 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 and commercial/retail unit owners only, for the cost of the hot water consumption attributable to each of their respective units (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the sub-meter for hot water appurtenant to each of the units (and comprising part of each unit owner's P.S.U.C. amount); and
 - ii) each of the dwelling unit and commercial/retail unit owners, for the cost of the cold water consumption attributable to each of their respective units (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the sub-meter for cold water appurtenant to each of the 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, commercial/retail 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 and commercial retail unit owners, for the cost of the electricity consumption attributable to each of their respective units (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the sub-meter for electricity appurtenant to each of the units (and comprising part of each unit owner's P.S.U.C. amount);
 - c) thermal energy service for heating and cooling service on a bulk basis (for the dwelling units, commercial/retail units and common elements);
 - 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) the cost of sorting, storing, recycling and/or disposing of the garbage and refuse emanating from the commercial/retail units, 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 commercial/retail garbage and refuse on the express understanding that the Corporation shall ultimately charge back a share of such costs (the Commercial/Retail Garbage Costs Share) to each of the commercial/retail unit owners, such Commercial/Retail Garbage Costs Share to be determined, allocated and invoice by the Corporation based on the type and amount of garbage emanating from such commercial/retail unit, and shall be reimbursed by each of the commercial/retail unit owners for its respective share of such costs;
 - f) maintenance and landscaping materials, tools and supplies; and
 - g) the cost of maintaining, repairing and/or replacing (as and when required) the cold water, hot water and electricity sub-meters appurtenant to each of the dwelling units (to the extent that such costs are not the responsibility of a Utility Monitor).

Accordingly, the cost of hot water, cold water, and electricity so consumed or utilized by each of the dwelling unit and commercial/retail units, and the cost of garbage removal costs for the commercial/retail units, shall not constitute or be construed as a common expense, but rather shall be borne and paid for by each dwelling unit and commercial/retail unit owner, as applicable.

Notwithstanding anything hereinbefore provided in this Schedule (or in the declaration to which this schedule is annexed) to the contrary, it is hereby declared and stipulated that all arrears of any sub-metered utilities (namely domestic hot water, cold water and/or electricity) that arise because any of the invoices issued by the Utility Monitor in connection therewith were not paid by any unit owner as and when due, shall, to the extent permitted by law, thereupon be deemed and construed to constitute common expenses (and shall thereby specifically become common expense arrears), and may thereafter be collected by the Corporation in the same manner (and to the same extent, and with all the same rights and powers) as any other common expense arrears, and accordingly all such arrears of any sub-metered utilities shall properly constitute the subject matter of a common expense arrears lien, and be enforceable by way of such lien (ie. with all of the super priority rights applicable thereto) against the delinquent owner's unit; provided however that if the preceding clause is hereafter successfully judicially challenged, same shall nevertheless not preclude, restrict nor limit, in any way (nor

detract from or negatively effect) the Condominium's Utility Lien enforcement thereof in accordance with the provisions of the declaration.

In addition, each of the dwelling unit owners and commercial/retail units owners shall be separately invoiced for cable television and telephone services, and accordingly the cost of cable television and telephone services (so consumed or utilized by each of the dwelling unit and commercial/retail 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 48 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 48 (e) 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; and
 - c) all monies payable by the Corporation to Markham District Energy Inc. for thermal energy service.
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 46 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)].
14. All sums of money paid or payable by the Corporation to the Green Lender in connection with the repayment of the Green Loan, including all blended monthly payments made (or to be made) on account of principal and interest, and all other costs and expenses incurred or associated with the Green Loan and/or the security documentation in connection therewith, as expressly contemplated in section 48(v) of this declaration.
16. 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 sections 27 and 48(v) of this declaration.

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 Dwelling Units on Levels 1 to 20 inclusive, shall have the exclusive use of a patio, balcony/balconies or terrace/terraces, where applicable, to which the Units will have direct and/or sole access.
- b) the Owner(s) of certain Dwelling Units on Level 1, shall have the exclusive use of a patio 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 letter "P".
- c) the Owner(s) of certain Dwelling Units on Level 1, shall have the exclusive use of a patio and front porch to which the said Units provide direct access designated on Sheet 1, Part 2 of the Description, in heavy outline and numbered the same as the Unit with the prefix letters "PO".
- d) the Owner(s) of certain Commercial/Retail Units on Level 1, shall have the exclusive use of those portions of the Common Elements designated as Sign Bands and designated with (S), having the same prefix as the Commercial/Retail Units as illustrated on Sheet 1, Part 2 of the description.

NOTE:

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

SCHEDULE "G"
TO THE DECLARATION OF 1826985 ONTARIO INC.
FOR A STANDARD CONDOMINIUM CORPORATION

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

River Park Condominium known as: 8200 and 8228 Birchmount Road, and 1 Uptown Drive,
Markham, 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 15 day of July, 2014

(signature)
Name: Steven Kirshenblatt
Title: Architect

Schedule "G"

**To the Declaration of 1826985 Ontario Inc.
For Standard Condominium Corporation**

Certificate of Engineer
(Under clause 8(1) (e) or (h) of the Condominium Act, 1998)

We certify that:

Each building on the Property at 8200 and 8228 Birchmount Road, Markham, Ontario - River Park Condominium has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect the following matters:-

1. The exterior building envelope, including roof 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 subfloor.
3. Except as otherwise specified in the regulations, walls and ceiling of the common elements, excluding interior structural walls and columns in a unit, are complete to the drywall (including taping and sanding) plaster or other final covering.
4. All underground garage 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 licence, 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 and operable.
7. All installation 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. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.
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 28th day of July, 2014



M. V. SHORE ASSOCIATES (1993) LIMITED

Name: Bill Chan, PEng
Title: Engineer

I have authority to bind the Corporation

SCHEDULE "G"
TO THE DECLARATION OF 1826985 ONTARIO INC.
FOR A STANDARD CONDOMINIUM CORPORATION

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

I certify that:

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

(Check whichever boxes are applicable)

- 1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weatherresistant 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 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 JULY, 2014.


 Name: STEVE SCHAEFER, P.Eng.
 Title: Professional Engineer