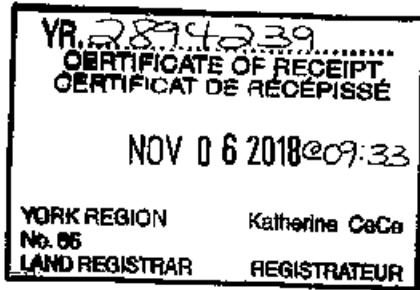


OFFICE SCHEDULE



**DECLARATION
CONDOMINIUM
ACT, 1998**

YORK REGION STANDARD CONDOMINIUM PLAN NO. 1391

NEW PROPERTY IDENTIFIER'S BLOCK 29922

RECENTLY: 02988-0782

DECLARANT: 1826919 Ontario Inc.

SOLICITOR: Alexander Foundos

**ADDRESS: DelZotto, Zorzi LLP
4810 Dufferin Street
Suite D
Toronto, Ontario M3H 5S8**

PHONE: 416-665-5184

FAX: 416-665-9653

No. OF UNITS 1,874

FEES: \$75.15 + (\$5.00 x number of units) = \$9,445.15

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:

1826919 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, in the Province of Ontario, 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-eight (28) storey residential building ("Building A"), and an eight (8) storey residential building ("Building B") comprising, in the aggregate, **613 dwelling units** (with no superintendent's suite), **2 guest suite units**, **651 parking units**, and **608 locker units**;

AND WHEREAS the Declarant intends that the Real Property, together with the buildings 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 (as hereinafter defined) 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 (as hereinafter defined) 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 residents' bicycle parking racks situate on levels A, B and C, and comprising part of the common elements of this Condominium, which shall be used or occupied solely in accordance with the provisions of 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) the "common elements" shall mean all the property (as hereinafter defined), except the units (as hereinafter defined);
- e) the "common interest" shall mean the interest in the common elements appurtenant to a unit (as hereinafter defined);
- f) the "Corporation", or "this Corporation", or the "Condominium", or "this Condominium", or the "Condominium Corporation" shall mean the standard condominium corporation created by the registration of this declaration, and the description filed concurrently herewith, pursuant to the provisions of the Act;
- g) the "dwelling units" shall mean, collectively, units 1 to 19, both inclusive, and units 21 to 41, both inclusive, on level 1, units 1 to 59, both inclusive, on level 2, units 1 to 63, both inclusive, on level 3, units 1 to 57, both inclusive, on levels 4 to 6, both inclusive, units 1 to 47, both inclusive, on level 7, units 1 to 39, both inclusive, on level 8, units 1 to 6, both inclusive, and unit 8 on level 9, units 1 to 10, both inclusive, on levels 10 to 26, both inclusive, units 1 to 8, both inclusive, on level 27

and units 1 to 9, both inclusive, on level 28, and intended to be used solely for the purposes set out in section 28 of this declaration;

- h) the "**EV Parking Unit(s)**" has the meaning ascribed to such term in section 29(d) of this declaration;
- i) the "**Governmental Authorities**" shall mean the City of Markham, and all other governmental authorities or agencies having jurisdiction over the development of the Real Property and/or the registration of this Condominium;
- j) "**Green Loan**" has the meaning ascribed to such term in section 46(w) of this declaration;
- k) the "**Guest Suite Units**" shall mean, collectively, unit 20 on level 1, and unit 7 on level 9, each being a single bedroom suite having a three piece washroom, a closet, and a bar fridge and microwave oven but no other cooking facilities, and intended to be used solely for the purposes set out in section 31 of this declaration;
- l) the "**Handicapped Parking Unit(s)**" has the meaning ascribed to such term in section 29(c) of this declaration;
- m) the "**Locker units**" shall mean units 172 to 296, both inclusive, on level A, units 241 to 460, both inclusive, on level B and units 241 to 503, both inclusive, on level C, and intended to be owned, used and/or occupied in accordance with the provisions of sections 25 and 30 of this declaration;
- n) "**Maintenance/Security/Miscellaneous Equipment**" shall mean certain chattels and equipment to be supplied by the Declarant for purposes of carrying out on-going maintenance, operation and upkeep of, and provision of security for, the Condominium, and including, without limitation, a tractor, luggage carts, recycling centre and garbage bins, radios, speed bumps, scissor lift, notice and bulletin boards, elevator blankets, holiday tree and decorations, management office computer, shelves and furnishings, copy machine, tools, light fixture supplies and spare parts;
- o) the "**multi-purpose/party room**" shall mean the room located on level 1 situate within the Recreational Amenities (as hereinafter defined) and comprising part of the common elements of this Condominium, and 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 171, both inclusive, on level A, units 1 to 240, both inclusive, on level B, and units 1 to 240, both inclusive, on level C, and intended to be owned, used and/or occupied in accordance with the provisions of sections 25 and 29 of this declaration;
- r) 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;
- s) "**Proportionate Share of Utility Consumption**" or "**P.S.U.C.**" has the meaning ascribed to such term in section 32(b) of this declaration;
- t) the "**Recreational Amenities**" shall mean or include the following amenities, all of which comprise part of the common elements of this Condominium, namely, a lobby/lounge, a multi-purpose/party room with bar and serverly on level 1, a library/Wi-Fi lounge on level 1, a billiards/ping-pong room on level 1, a card/games room on level 1, a gym/fitness centre on level 1, a multi-purpose lounge on level 9, an outdoor swimming pool and pool decks on level 9, an outdoor barbeque area on level 9, a parcel room on level 1 and washrooms and change rooms, together with all of the equipment, facilities and furnishings respectively contained within the aforementioned Recreational Amenities from time to time, and which are (or may at any time hereafter be) used in connection with the operation, enjoyment and/or maintenance thereof, and which recreational facilities and amenities are intended to be used and enjoyed by the Declarant and the respective owners, residents, tenants and invitees of the dwelling units in this Condominium exclusively, in accordance with the provisions of section 18 of this declaration;
- u) the "**rules**" shall mean the rules passed by the board, and becoming effective in accordance with the provisions of section 58 of the Act;
- v) 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 balcony, patio or terrace areas appurtenant to (or allocated to) certain dwelling units in this Condominium, pursuant to the provisions of Schedule "F" to this declaration, and which shall be maintained and repaired by the respective owners of said dwelling units in accordance with the provisions of section 39(c)(v) of this declaration [but nevertheless subject to the overriding provisions of section 39(c)(vi) of this declaration];
- w) "**Thermal Energy Service Agreement**" means a thermal energy easement and service agreement dated November 1, 2017, 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 25 year term plus up to 3 renewals of 10 years each at the option of the Condominium;

- x) 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;
- y) "Utility Monitor" has the meaning ascribed to such term in section 32(b) of this declaration;
- z) the "visitor parking spaces" 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, and are intended to be used solely for the purposes set out in section 20 of this declaration; and
- aa) the "visitor bicycle parking racks" shall mean the visitor bicycle spaces/racks situate on level 1, and comprising part of the common elements of this Condominium, and which visitor bicycle spaces/racks are designated by the letter "VB" on the condominium description plan filed concurrently herewith, and shall be used or occupied solely in accordance with the provisions of 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, and mechanical or similar apparatus that supply any service(s) to that particular unit only, and that lie within or beyond the unit boundaries thereof as more particularly set out in Schedule "C" annexed hereto, and **shall specifically include:**
 - i) the complete individual fan coil unit or system (and all equipment and fixtures appurtenant thereto, including the fan, coils, valves and controls, together with the supply and return branch pipes extending from the common vertical pipe risers, which carry or conduct either hot water or chilled water to any such unit) which provides both heating and cooling services to the dwelling unit exclusively, regardless of whether same is/are installed or located within or beyond the boundaries of said dwelling unit;
 - ii) all electrical receptacles, one-way intercom and alarm controls [save and except for the cable(s) servicing such controls and save and except for any in-suite heat detector and/or fire alarm that is connected to (or which ultimately links to) this Condominium's main fire annunciation or alarm panel, which shall accordingly comprise part of the common elements], ventilation fan units, light fixtures lying within suspended ceilings and similar apparatus that supply any service to any such dwelling unit only (regardless of whether same are installed or located within or beyond the boundaries of said dwelling unit); and
 - iii) any water and/or other branch piping extending to the common pipe risers, but expressly excluding any common pipe risers;
- b) **Each dwelling unit and Guest Suite Unit shall exclude:**
 - i) all concrete, concrete block or masonry portions of load bearing walls or columns located within the boundaries of said unit;

- ii) all pipes, wires, cables, conduits, ducts, shafts, flues, and mechanical or similar apparatus that supply any service to more than one unit, or to the common elements, or that may lie within the boundaries of any such unit but which do not service that particular unit;
 - iii) all the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system of the Condominium;
 - iv) any insulation or other similar material used for insulation on the underside of the concrete ceiling slab; and
 - v) all exterior door and frame, all exterior window and frame, as well as all exterior door and window hardware (such as door and/or window handles, locks, hinges and peep holes);
- c) **Each parking unit shall include** all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service(s) to that particular parking unit only, and that lie within or beyond the unit boundaries thereof as more particularly set out in Schedule "C" annexed hereto, and **shall specifically include** any special electrical outlet and any electricity check meter that has been installed by the Declarant (and/or any special electrical outlet, electricity check meter, and electrical charger or charging station installed by the unit owner with the permission of the Condominium) as an appurtenance thereto, in order to facilitate the provision of electricity to (as well as the measuring of the electricity so consumed by) any electric vehicle parked therein from time to time regardless of whether same is/are installed or located within or beyond the boundaries of said unit;
- d) **Each parking unit shall exclude** all fans, pipes, wires, cables, conduits, ducts, shafts, fire hoses, floor area drains, sump pumps, sprinklers, lighting, fixtures, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any unit and/or to the common elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any parking unit), and shall also exclude:
- i) any concrete columns, concrete walls or load bearing walls which may be located within (or comprise part of) the boundaries of any parking unit, together with any fire hose cabinets and steel guard rails abutting (or affixed to, or hanging from) any such columns or walls; and
 - ii) any waterproofing membrane, asphalt traffic topping or any other protective coating or substance affixed to, or installed upon, the unit side face or upper surface of the concrete floor slab beneath such parking unit; and
- e) **Each locker unit shall exclude** all fans, pipes, wires, cables, conduits, ducts, shafts, fire hoses, floor area drains, sump pumps, sprinklers, lighting, fixtures, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any unit and/or to the common elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any locker unit), and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within (or comprise part of) the boundaries of any locker unit, together with any fire hose cabinets abutting (or affixed to, or hanging from) any such columns or walls.

Section 6 - Common Interest and Common Expense Allocation

Each owner shall have an undivided interest in the common elements as a tenant-in-common with all other owners, and shall correspondingly be obliged to contribute to the common expenses, in the 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
330 Highway # 7 East, Suite 300
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	15 Water Walk Drive, Markham, Ontario L6G 0G2
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Building B
25 Water Walk Drive,
Markham Ontario
L6G 0G3

The Corporation's mailing address shall be:
15 Water Walk Drive
Markham, Ontario
L6G 0G2

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 attenuation features within the development area and within the individual dwelling units, noise levels will continue to increase, occasionally interfering with some activities of the building's occupants.
- b) Despite the inclusion of noise control features in this development area and within the dwelling units, the noise levels due to increasing road traffic [and proximity to Buttonville Airport if same has not been closed] may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the noise criteria of the Ministry of the Environment and Climate Change (the "MOECC"). The dwelling units have, therefore, been equipped with forced air heating and ducting, etc. as well as central air conditioning which will allow windows and exterior doors (if any) to remain closed, thereby achieving indoor sound levels with the limits recommended by the MOECC.
- c) This development is in proximity to existing and future commercial and/or institutional facilities whose activities may at times be audible.
- d) Telephone and telecommunications facilities and services are authorized by the Canadian Radio-Television and Telecommunications Commission 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.
- e) The Condominium will be responsible for maintenance of noise barriers and fences abutting York Region rights of way.
- f) There is (or shall be) a privately owned but publicly accessible sidewalk within a municipal easement on the north side of Rougeside Promenade more particularly described as Part 2 on Reference Plan 65R-34430 (the "**Public Walkway**") and the Condominium shall be responsible for its ownership, maintenance (including winter maintenance) and capital replacement.
- g) 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.
- h) Non-disabled unit owners and/or occupants of any non-visitor handicapped parking units 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.
- i) The Declaration shall contain provisions which implement the conditions outlined in the Minor Variance Consent Decision # A/188/17 (hereinafter referred to as the "**Variance Consent**"), which permitted the Declarant to provide 0.10 parking spaces per dwelling unit for visitors to this Condominium (which amounts to 61 visitor parking spaces for this Condominium in the aggregate in lieu of 0.12 parking spaces per dwelling for visitors, which amounts to 73 visitor parking spaces), on the express understanding and requirement that:
 - i) the Declarant (or a company related or affiliated thereto), shall create or provide 12 surface visitor parking spaces within the condominium project being developed to the west of this Condominium, on Block 3 on Plan 65M-4395, upon which the Declarant (or a company related or affiliated thereto) is developing a phased residential high-rise mixed-use condominium project marketed as the "Riverview Condominium Project" (hereinafter collectively referred to as the "**Riverview Condominium**"), in addition to any visitor parking requirements imposed by the City of Markham with

respect to the Riverview Condominium said 12 surface visitor parking spaces may be used by the visitors of this Condominium; and

- ii) the Declarant shall monitor and survey the visitor parking demands for this Condominium at two intervals, namely at six (6) months and again at one (1) year following the full occupancy of this Condominium, in order to anticipate and monitor any issues arising with respect to any deficit of visitor parking, and to plan for any remedial action, and with the survey method to be proposed by the Declarant's consultant to be agreed to by the City's Transportation Staff prior to the first survey being commissioned, and with all such costs and expenses of such monitoring and surveying to be borne solely by the Declarant.

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 buildings on the Real Property comprising the Condominium have 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) issued in accordance with the provisions of section 76 of the Act, 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) in this Condominium, 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 may otherwise be 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).

- 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 (or any other usual or customary services) to the Declarant's marketing/sales/construction/customer-service office(s) and said model suites; and
- c) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant and its authorized agents, representative and/or invitees over the common element areas of this Condominium, to and from the aforementioned sales/marketing office, construction office, customer service office and/or the temporary model suites, at all times during the opening hours of such offices and/or model suites, subject however to such reasonable and customary restrictions on access thereto as may be implemented or imposed by the security concierge situate in the lobby of (or elsewhere within the confines of) the Condominium;

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

Section 18 - Use of the 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. Furthermore, 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 dwelling units in this Condominium or such lesser number as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion. 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 (or 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 19- Use of the Level 1 Multi-Purpose/Party Room and Outdoor Swimming Pool

- a) The multi-purpose/party room located on level 1 (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. The use of the level 1 multi-purpose/party room shall be subject to the terms and provisions of any Applicable Zoning By-laws (as hereinafter defined) 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 level 1 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, meeting, 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 level 1 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.

- b) The use of the outdoor swimming pool facilities (comprising part of the Recreational Amenities) shall only be used by persons residing in this Condominium and to accommodate the respective parties and/or gathering(s) which are convened or arranged by (and which benefit) any of the owners and/or tenants of the dwelling units provided they reside in this Condominium and/or the Declarant (while the Declarant continues to own any unit in this Condominium). The use of the outdoor swimming pool shall be subject to the terms and provisions of any Applicable Zoning By-laws (as hereinafter defined) and regulations of the Governmental Authorities, and shall be governed by the rules and regulations of the Condominium in force from time to time. No glass containers shall be permitted in or around the outdoor swimming pool area.

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, and by the Declarant and its employees, agents, representatives, contractors, subcontractors 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 and/or marking.
- b) Notwithstanding anything provided in this declaration to the contrary, it is expressly declared and stipulated that:
- i) the Declarant, its marketing/sales staff, its authorized personnel or agents, and any prospective unit purchasers shall together have the right to use any of the visitor parking spaces (either individually or as a block of visitor parking spaces, with any such block to comprise no less than five (5) 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 transferred, conveyed or encumbered, nor shall any of the visitor parking spaces ever be used by any unit owner(s), resident(s) or tenant(s) of a unit, nor be made, converted to or considered part of any exclusive use portions of the common elements; and
 - iii) where any visitor parking space(s) is/are also designated for handicapped parking, then such visitor handicapped parking space(s) may only be used by a disabled or handicapped visitor to this Condominium, provided that he or she holds a valid disabled parking permit that is appropriately displayed or visible in their vehicle.
- c) Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the board of directors, the term "motor vehicle", when used in the context of visitor parking, shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan or truck, not exceeding 1.9 meters in height, and shall exclude any type of commercial vehicle or truck, as well as any trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the board of directors of this Condominium may wish to exclude from the property from time to time), but shall nevertheless specifically include any construction and/or loading vehicles used by the Declarant and/or any of its employees, agents, representatives or contractors in the course of constructing, completing, servicing and/or maintaining this Condominium or any portion thereof, as well as any service vehicles utilized in connection with the maintenance and/or repair of the units and/or common elements within this Condominium.
- d) The use and operation of the visitor parking spaces situate within the confines of this Condominium shall be monitored and controlled by the security concierge or security personnel retained by or on behalf of the Corporation.
- e) Each of the visitor bicycle parking racks shall be used only by the visitors and guests of the respective owners, residents, tenants and occupants of the dwelling units in this Condominium, from time to time, and by the Declarant and its employees, agents, representatives, contractors and invitees from time to time, for the purposes of parking thereon (on a temporary basis only) only one bicycle per bicycle parking space, and each visitor bicycle parking space shall be individually so designated by means of a clearly visible sign.
- f) The use of bicycle covers for bicycles parked in the visitor bicycle parking racks is prohibited.
- g) In addition, the Declarant has equipped two (2) common element visitor parking spaces on level 1 of this Condominium with an electric outlet and an electric charging station that can accommodate the parking of electric vehicles, with such visitor parking spaces to be utilized by the visitors to this Condominium on a "user pay" basis.

Section 21 - Use of the Residents' 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 unit owners, residents, tenants and occupants of the Condominiums, 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 - Garbage Storage/Recycling/Removal

- a) The owners, residents and tenants of the units in this Condominium will have access to, and use of garbage storage and recycling rooms equipped with an automated recycling and waste sorting system comprising part of the common elements of this Condominium, and intended to be used solely for the purposes of temporarily storing, sorting and recycling the garbage refuse emanating from any of the units in this Condominium.
- b) The Condominium and its 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 for the collection and removal of garbage and refuse emanating from the units and 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 garbage container bins to be moved between the garbage storage and recycling room, to a reinforced exterior concrete storage/collection pad that will accommodate the Condominium's 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 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 garbage refuse from this Condominium, in order to properly manoeuvre and transport the Condominium's garbage containers (situate within the residential garbage storage/recycling room), to the exterior concrete collection pad, and onto the garbage collection vehicles, and to act as a flagperson when such vehicles are reversing, and to ensure that no garbage containers whatsoever are left outside, except on the mornings of designated garbage pick-up days.

Section 23 - 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, garbage storage/recycling room, 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, representatives, contractors and/or sub-contractors 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 to any of the foregoing restricted common element areas for the purposes of inspection, upon giving 48 hours prior written notice thereof to the Corporation or its property manager.

Section 24 - 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 25 - Restrictions on Parking Units and Locker Units

a) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, the ownership, sale, leasing, charging, assignment, transfer or other conveyance or encumbrance of any parking unit(s) and/or locker unit(s) [hereinafter collectively referred to as the "Restricted Units" and individually referred to as a "Restricted Unit"] shall be subject to the following restrictions and limitations, namely:

- i) save and except for the Declarant and the Corporation, no one shall retain ownership of any Restricted Unit after he or she has sold and conveyed title to his or her dwelling unit within this Condominium;
- ii) any sale, transfer, assignment or other conveyance of any Restricted Unit shall be made only to the Declarant, or to the Corporation, or to any owner of a dwelling unit within this Condominium;
- iii) any lease of any Restricted Unit shall be made only to the Declarant, or to the Corporation, or to any owner or tenant of a dwelling unit within this Condominium, provided however that if any Restricted Unit is so leased to a tenant of a dwelling unit, then the term of such lease shall not extend beyond the term of the tenancy in respect of such dwelling unit;
- iv) where any Restricted Unit is leased to an owner of a dwelling unit in this Condominium, then upon the sale, transfer,

assignment or other conveyance of the lessee's dwelling unit, the lease in respect of such Restricted Unit shall also be assigned by the said lessee to the transferee or new owner of such dwelling unit, within thirty (30) days of the registration of the transfer of title to the said dwelling unit, failing which the lease of such Restricted Unit shall be automatically terminated and be of no further force or effect, and the Restricted Unit which is subject to such lease shall thereupon revert to the lessor thereof; and

- v) where the lessee of a Restricted Unit is an owner of a dwelling unit in this Condominium, and such lessee is deprived of possession and/or ownership of his or her dwelling unit through any legal action, by any party holding or claiming a registered mortgage, charge, execution, lien or other encumbrance against the said dwelling unit, then the lease in respect of such Restricted Unit shall be deemed to have been in default, and shall thereupon be automatically terminated and of no further force or effect, whereupon the Restricted Unit which is subject to such lease shall automatically revert to the lessor thereof.
- b) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Restricted Unit, in contravention of any of the foregoing provisions hereof, shall be automatically null and void, and of no force or effect whatsoever, and any lease of any Restricted Unit shall automatically be deemed and construed to be amended in order to accord with the foregoing provisions hereof.

Section 26 - The Corporation's Obligation to Acquire the Guest Suite Units from the Declarant

Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is expressly declared and stipulated that this Condominium shall be obliged to acquire the Guest Suite Units from the Declarant, for the total purchase price or consideration of \$440,000.00 in Canadian funds, inclusive of H.S.T. (with each of the Guest Suite Units being valued at \$220,00.00, inclusive of H.S.T.), in strict accordance with the following provisions, namely:

- a) Title to the Guest Suite Units shall be conveyed by the Declarant to this Condominium within 180 days after the registration of this declaration (with the date of registration of the transfer of title thereto in favour of the Condominium being hereinafter referred to as the "**Transfer Date**"), for the total consideration of \$440,000.00 (inclusive of H.S.T.), free and clear of any outstanding mortgages or charges (or on the basis that any such outstanding mortgages or charges so encumbering same are discharged forthwith following such conveyance, at the sole cost and expense of the Declarant), with such consideration being evidenced and secured by a first mortgage or charge taken back by (and registered against the Guest Suite Units in favour of) the Declarant (hereinafter referred to as the "**VTB Mortgage**"), and this Condominium shall accept the conveyance of title to the Guest Suite Units from the Declarant without requisitioning or requiring any other documents, certificates, statutory declarations, opinions, indemnities and/or undertakings from or by the Declarant or the Declarant's solicitors whatsoever in connection therewith;
- b) The VTB Mortgage shall have a ten (10) year term commencing on the Transfer Date and maturing ten (10) years from and after the Transfer Date (hereinafter referred to as the "**Maturity Date**"), shall bear interest at the rate of six percent (6%) per annum (hereinafter referred to as the "**Interest Rate**") computed and accruing from and after the Transfer Date, and shall incorporate the standard charge terms filed by Dye & Durham Co. Limited as no. 200033;
- c) The total outstanding indebtedness secured under the VTB Mortgage shall be repaid by way of 120 equal blended monthly payments of principal and interest, based on a 10 year amortization plan or term, with the first monthly payment of principal and interest to be due and payable on the first month immediately following the Transfer Date (hereinafter referred to as the "**First Payment Date**");
- d) The VTB Mortgage shall mature, and be fully due and payable on the Maturity Date;
- e) The VTB Mortgage may be assigned by the Declarant to any third party, including without limitation, any company related to (or affiliated with) the Declarant, or to the construction lender that financed the construction and completion of the Condominium (and which assignment may be given to the said construction lender in exchange for procuring a partial discharge of said lender's blanket mortgage so encumbering the Guest Suite Units);
- f) All blended monthly mortgage payments owing to the mortgagee under the VTB Mortgage (hereinafter referred to as the "**Mortgagee**") shall be made by way of a pre-authorized payment plan (pursuant to this Condominium's execution and delivery of a pre-authorized payment plan form prepared by or on behalf of the Declarant or the Mortgagee, accompanied by an unsigned cheque marked "void" from the bank account to be used by this Condominium for making all such payments to the Mortgagee), or alternatively made by way of a series of 12 post-dated cheques delivered to the Mortgagee on or before the First Payment Date, and delivered on the same date each year thereafter throughout the term of the VTB Mortgage;

- g) All payments on account of principal and/or interest that are owing or payable under or pursuant to the VTB Mortgage, and all other associated costs and/or charges related to the ownership of the Guest Suite Units, together with all realty taxes, insurance premiums and common expenses assessed against the Guest Suite Units (or otherwise attributable to same) and payable in connection therewith from time to time, together with all provincial and municipal land transfer taxes exigible in connection with the Declarant's transfer and conveyance of the Guest Suite Units to this Condominium (for a total value of consideration equal to the face principal sum of the VTB Mortgage), and all title registration fees payable in connection therewith, shall comprise part of the common expenses of this Condominium;
- h) In the event that the Declarant arranges a new mortgage loan to the Condominium from a third party lender to replace the VTB Mortgage and to pay off the Declarant for the unpaid purchase price of the Guest Suite Units, then 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 substitution for the VTB Mortgage as hereinbefore described.
- i) Once the Guest Suite Units have been transferred to the Condominium, the Guest Suite Units shall not be sold, transferred, assigned or conveyed to any other party, but rather, the Condominium shall retain ownership of same for the use and enjoyment of the visitors to this Condominium in accordance with section 31 of this declaration.
- j) 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 27 - 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 substantial indemnity 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). 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 short-term leasing or licensing of any dwelling unit(s) by or on behalf of the Declarant and/or any other dwelling unit owner(s), provided and so long as the initial term or duration of any lease, sub-lease, license or sub-license (as the case may be) is in each case no less than thirty (30) consecutive days, and accordingly 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 any short-term leasing or licensing arrangements in respect of any dwelling unit(s), provided and so long as the initial term or duration of any such lease, sub-lease, license or sub-license (as the case may be) is in each case no less than thirty (30) consecutive days.

- 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, drainage, ventilation, 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 28 - Use of the Dwelling Units

- a) Each dwelling unit shall be occupied and used only for residential purposes, provided however that:
 - i) any such use complies with the provisions of all applicable zoning and building by-laws and regulations of the Governmental Authorities (with all such applicable zoning and building by-laws, as amended or varied from time to time,

being hereinafter collectively referred to as the "**Applicable Zoning By-laws**");

- ii) any lease, sub-lease, license or sub-license (as the case may be) of any dwelling unit or group of dwelling units (or with respect to any portion of any dwelling unit), shall in each case be for a minimum initial term or duration of not less than thirty (30) consecutive days, and may occur or be created and permitted on any number of occasions; and
 - iii) nothing contained in this declaration (nor in any by-laws, rules or board resolution hereafter passed or enacted) shall prevent or in any way restrict the Declarant from completing the building situate on the Real Property and all improvements thereto, nor 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 the said 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 and unchallenged 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, and unchallenged discretion) have been sold and transferred by the Declarant to each of the respective unit purchasers thereof.
- b) No tinted, coloured, mirrored or foil-lined interior window treatments or coverings (nor any sign, advertisement or notice of any kind, type or size) shall be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s) so as to be visible from the exterior of the Condominium. For greater clarity, only white or off-white window linings, backings or coverings (or only white or off-white window blinds or shutters) that are visible from the exterior of the Condominium may be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s).
- c) Notwithstanding anything contained in this declaration (or in any by-laws or rules hereafter passed or enacted) to the contrary, it is hereby expressly stipulated that the Corporation (and its authorized workmen, agents, representatives, contractors and/or sub-contractors) shall be entitled to gain reasonable access to (and through) each of those units in this Condominium which contains any clean-out valve or drain terminal that ultimately services any kitchen drain or plumbing stack that emanates from (or which benefits) any other unit(s) or common element area within this Condominium, as long as such access is attained between the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday (excluding however, any statutory holiday falling within such period), on at least 48 hours prior written notice to the intended or affected unit owner(s) or occupant(s) (with no such notice being required in the case of an emergency), for the purposes of enabling or facilitating the maintenance, repair, re-location and/or servicing of the aforementioned clean-out valve or drain terminal (and any appurtenant installations thereto), provided however that the Corporation shall be obliged to forthwith reimburse (and shall at all times indemnify and save harmless) each unit owner who has suffered or incurred any loss or damage to his or her unit (and/or to any personal belongings, chattels, fixtures or equipment situate therein) as a result of the exercise by the Corporation of the foregoing right of entry, or incurred as a result of the failure by the Corporation to properly or adequately maintain, repair and/or service any such clean-out valve or drain terminal.

Section 29 - 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, commercial vehicle or truck not exceeding 1.9 metres in height, and shall exclude 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) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is expressly declared and stipulated that parking units 119, 138 and 145 on level A, parking units 121, 162, 176, 194, and 207 on level B, and parking units 127, 162, 176, 194, 207 and 240 on level C, constitute non-visitor handicapped parking units (hereinafter individually referred to as a "**Handicapped Parking Unit**" and collectively referred to as the "**Handicapped Parking Units**"), and each of the Handicapped Parking Units are clearly designated for handicapped parking on the description plan sheet filed concurrently herewith. Non-disabled owners and/or occupants of a Handicapped Parking Unit (including a disabled unit owner who is not personally using or occupying the Handicapped Parking Unit) shall be obligated, upon notification by the Condominium, to exchange, at no cost to a disabled driver

who is a resident of this Condominium (and who holds a valid accessible/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.

- d) Parking units 83 to 100, both inclusive, 136, 137 and 139 to 144, both inclusive on level A (with each such parking unit being hereinafter individually referred to as an "EV Parking Unit", and with all such parking units being hereinafter collectively referred to as the "EV Parking Units") have been completed by the Declarant with a special electrical outlet as an appurtenance thereto, in order to accommodate any electric vehicle that may be owned or operated by the owner or tenant of such EV Parking Unit once an electric charger or electric charging station (hereinafter referred to as the "Electric Charging Station") has been installed by the owner of the EV Parking Unit as an appurtenance thereto, pursuant to the provisions of subsection 29(e) hereof. In addition, a separate electricity check meter has been already installed as an appurtenance to each EV Parking Unit, in order to measure and confirm the cost of the electricity consumed or utilized by any electric vehicle parked from time to time within any such EV Parking Unit on a periodic basis.
- e) Each owner of an EV Parking Unit that wishes to install the Electric Charging Station as an appurtenance to their EV Parking Unit, in order to accommodate and facilitate the charging of his or her electric vehicle, shall make arrangements with the Condominium for the installation of such Electric Charging Station, and shall correspondingly enter into an AAI Agreement with the Condominium, and which agreement shall, *inter alia*, authorize the installation of the Electric Charging Station and confirm that the owner of the EV Parking Unit will be responsible for repairing and maintaining the Electric Charging Station, together with the special electric outlet as appurtenance to the EV Parking Unit, and shall also be responsible for paying for the cost of the electricity so consumed in connection therewith, all at such owner's sole cost and expense (in addition to the common expenses attributable to such owner's Electrical Parking Unit), pursuant to the invoices periodically issued to the owner of the EV Parking Unit by the Utility Monitor retained by this Condominium in connection with the sub-metering, servicing and reading of the electricity check meter appurtenant to each of the EV Parking Units within this Condominium.
- f) The Condominium shall be obliged to pay for (or to reimburse the Utility Monitor for) all costs and expenses incurred in connection with the maintenance and/or repair of the electricity check meter so installed as an appurtenance to the EV Parking Unit.
- g) All arrears of any check-metered electricity consumption in respect of any EV Parking Units that arise because any of the invoices issued by the Utility Monitor in connection therewith have not been paid by the owner of the EV Parking Units, as and when any such invoices are due and payable 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 Condominium against the owner of the EV Parking Unit in the same manner (and to the same extent, and with all the same rights and powers) as any other common expenses, and accordingly all such arrears shall properly constitute the subject matter of a common expense arrears lien, and may be enforceable by way of such lien (ie. with all of the super priority rights applicable thereto, as provided for under the Act) against the delinquent owner's EV Parking Unit.
- h) It is expressly declared and acknowledged that in order to alter or convert (at any time after the registration of this Condominium) a regular parking unit into one that can accommodate and service an electric vehicle, the owner of said parking unit shall be obliged to obtain the prior permission of the Condominium thereto, and to correspondingly enter into an agreement with the Condominium that formally evidences and confirms the Condominium's approval of all required additions, alterations and/or improvements to the common elements in connection with such conversion, pursuant to section 98 of the Act [and which agreement typically makes such owner solely responsible for maintaining and repairing the Electric Charging Station (and any other required additions or equipment so installed), and for paying all electricity consumption charges for the electricity consumed by any vehicle parked therein from time to time (pursuant to the periodic readings of the electricity check meter appurtenant thereto), all at such owner's sole cost and expense]. While the size and capacity of the electrical transformer designed for this Condominium will be able to accommodate the EV Parking Units, and shall correspondingly be able to provide the additional electricity needed to power or service the Electric Charging Station to be attached to each of the EV Parking Units, said transformer will be designed and installed in compliance with the provisions of the Ontario Building Code that prevailed or applied as at the date that an above-grade building permit in respect of this Condominium had been issued by the City of Markham. However, despite the fact that certain provisions of the Act are designed and intended to promote and/or facilitate future alterations to the common elements so as to allow for the installation of electric charging stations, it is nevertheless expressly declared and acknowledged that there may not be sufficient electricity generated by this Condominium's electrical transformer, nor sufficient electrical capacity by said transformer, to accommodate (and provide the required or desired electricity to) all of the parking units situate within this Condominium, nor all of the electrical vehicle parking units that may be subsequently created (or that may wish to be created) by the Condominium (or by any of the respective unit owners in this Condominium) at any time after the registration of this Condominium, and that neither the Condominium nor any unit owners shall have (or be

entitled to pursue) any claim or cause of action against the Declarant and/or any other party or parties (nor be entitled to claim or demand any right to compensation and/or any other relief or remedy whatsoever) as a consequence thereof.

Section 30 - Use of the Locker Units

- a) Each locker unit shall be used and occupied only for storage purposes (including the storage of one or more bicycles and/or bicycle parts therein, provided same can be accommodated within the confines thereof), so long as such storage purposes do not constitute a nuisance, risk 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 provided further that the items intended to be stored within any locker unit shall not constitute (nor contain or comprise) a hazardous, contaminated, noxious, toxic or dangerous substance, nor pose a nuisance or danger to others. In addition, the use of any of the locker units shall be in strict accordance with the rules of the Condominium in force from time to time.
- b) The board may, from time to time, restrict the categories of items that may be stored or used in such locker units, and which (in the opinion of the board or the Condominium's property manager, acting reasonably) may cause a nuisance or danger to the other unit owners, the units and/or the common elements. However, the Declarant shall not be prevented from storing any items within (or using) any locker unit(s) so owned by the Declarant, in any manner and/or for any purposes not expressly prohibited by the applicable zoning by-laws or regulations of the Governmental Authorities.
- c) Each of the respective owners and/or tenants of any locker unit shall store all objects, materials, personal property and/or contents at least 30 centimetres above the floor or bottom of any such unit (ie. in an elevated location), and it is expressly declared and stipulated that the Declarant and the Corporation shall have no responsibility or liability whatsoever in connection with any loss or damage occasioned to any objects, materials, personal property and/or contents placed or stored within any locker unit that has been caused by any water leakage or dampness (howsoever originated or created), and each of the respective owners and/or tenants of any locker unit shall accordingly be estopped from making or pursuing any claim for compensation and/or damages in connection therewith.

Section 31 - 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 32 - Utility Consumption of Dwelling Units

- a) Water, electricity and heating and cooling service to the non-exclusive use common elements of this Condominium, shall be bulk-metered, and the cost thereof shall correspondingly comprise part of the common expenses. However, this Condominium has been designed so that:
 - i) each of the dwelling units shall be separately metered or sub-metered (and correspondingly separately invoiced) for electricity service provided to 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 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;
 - iii) each of the dwelling 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; and

- iv) separately sub-metered (and correspondingly separately invoiced) for thermal energy utilized by each dwelling unit and its appurtenant exclusive use common elements, pursuant to a check meter installed as an appurtenance to the dwelling unit's in-suite fan coil unit or system, and which system measures the volume of water coursing through (and utilized by) the dwelling unit's in-suite fan coil unit(s) or system(s), as well as measuring the respective water temperatures correspondingly entering and leaving the dwelling unit's fan coil unit(s) or system(s), in order to calculate the total amount of thermal energy utilized by (or in connection with) the dwelling unit's fan coil unit(s) or system(s), so that the cost of heating and cooling each dwelling unit shall not comprise part of the common expenses, but rather shall be borne and paid for solely by the dwelling unit owner.
- b) The Corporation will accordingly receive bulk invoices for the water, electricity and thermal energy services utilized or consumed by all of the units and common elements as a whole, from the local water, electricity and thermal energy 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, electricity and thermal energy service appurtenant to each of the dwelling units for the purposes of measuring and gauging the hot water, cold water, electricity and thermal energy 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 on a periodic basis, and to correspondingly issue invoices periodically to the owners of each of the dwelling units for the cost of their respective consumption of hot water, cold water, electricity and thermal energy, determined in accordance with the Utility Monitor's sub-meter readings. The Utility Monitor may also own the hot water, cold water, electricity and/or thermal energy 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 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 owners reflecting the cost of their respective hot water, cold water, electricity and thermal energy consumption [with the cost of such consumption by each of the dwelling 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 tenth (10th) day following the receipt of an invoice for same from the Utility Monitor (hereinafter referred to as the "**Due Date**"). In the event that any 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 to correspondingly issue invoices to each of the respective unit owners for their respective consumption of hot water, cold water, electricity and thermal energy services (determined in accordance with the aforementioned sub-meter readings), then in order to facilitate the payment of such invoices, each of the dwelling unit owners shall (forthwith following a written request made by the Corporation or the Utility Monitor to do so) make their requisite payments of the periodic invoices issued by the Utility Monitor from time to time, by way of a pre-authorized payment plan, and shall execute and deliver such bank forms, authorizations, documents and instruments (including the provision of an unsigned cheque marked "void" from the bank account to be used for making all such payments to the Utility Monitor) as may be reasonably required from time to time by the Corporation or the Utility Monitor in order to implement (and give full force and effect to) any such pre-authorized payment plan.
- f) Notwithstanding anything contained 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 all arrears of any check metered utilities (namely for hot water, cold water, electricity, and thermal energy, as applicable) that arise because any of the invoices issued by the Utility Monitor in connection therewith have not been paid by any dwelling unit owner(s) 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 check metered utilities shall properly constitute the subject matter of a common expense arrears lien, and may be enforceable by way of such lien (ie. with all of the super priority rights applicable thereto, as provided by or under the Act) against the delinquent owner's dwelling unit; provided however that if the immediately preceding clause is hereafter successfully judicially challenged, then same shall nevertheless not preclude, restrict or limit in any way (nor detract from or negatively effect) the Corporation's Utility Lien and the Condominium's enforcement thereof in accordance with the foregoing provisions of section 32(b), (c), (d) and (e) of this declaration.

Section 33 - 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 aforementioned 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 25 year term or longer with renewals) or from another thermal energy service provider. If, at some future time, the Condominium elects 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 and expense.

Section 34 - Temporary Model Suites

Notwithstanding anything contained in this declaration to the contrary, it is expressly declared and stipulated that any unsold dwelling units, parking units and/or locker units within this Condominium may be used by the Declarant as temporary model suites for marketing, leasing and/or sales purposes, in order to market, lease and/or sell the Declarant's remaining unsold inventory of dwelling units in this Condominium (or such lesser number as the Declarant may determine in its sole, subjective, unfettered, and unchallenged discretion). The Declarant, its sales staff and their respective invitees and authorized representatives shall be entitled to use the common elements of this Condominium for access to and egress from said model suites, and the Declarant shall be correspondingly entitled to maintain such model suites, together with the right to place or erect on the common elements (and/or within such units being utilized for temporary model suites) all marketing/sale displays and signs, until such time as all of the dwelling units within this Condominium (or such lesser number as the Declarant may determine or designate in its sole, subjective, unfettered and unchallenged discretion) have been sold and transferred by the Declarant to each of the respective unit purchasers thereof. Pending the sale and transfer of all such dwelling units, the Declarant shall be entitled to erect, post, affix and/or maintain all advertising signs and/or models for display purposes, at such locations and having such dimensions and designs as the Declarant may determine in its sole, subjective, unfettered and unchallenged discretion.

PART 6 - LEASING OF UNITS

Section 35 - Notification of Lease

- a) In accordance with the provisions of section 83 of the Act, where the owner of a unit leases his or her unit, or renews a lease in respect of his or her unit, the owner shall, within ten (10) 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 the form prescribed by section 40(1) 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 within ten (10) days of termination.
- c) In addition to the foregoing requirements, no owner, other than the Declarant, shall lease his or her dwelling, parking and/or locker unit(s) unless such owner first delivers to the Corporation a binding covenant or agreement signed by the tenant in favour of the Corporation to the following effect:
- "I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, 1998, S.O. 1998, as amended, as well as the declaration, by-laws and rules of the condominium corporation during the entire term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of common expenses, unless otherwise provided by the Condominium Act 1998, S.O. 1998, as amended."*
- d) The foregoing provisions set forth in subsections 35(a), (b) and (c) hereof pertaining to any tenancy of any dwelling unit in this Condominium, shall also apply, *mutatis mutandis* (ie. with all necessary modifications as the context may require) to any sub-tenancy or license to occupy that is hereafter granted or created with respect to any dwelling unit, parking unit and/or locker unit in this Condominium.
- e) Notwithstanding anything contained elsewhere in this declaration to the contrary, it is expressly declared and stipulated that the Declarant and each of the unit owners in this Condominium shall have the right to lease or sub-lease their respective dwelling units, parking units and/or locker units, from time to time, for any duration and on any number of occasions, provided and so long as the minimum initial term or duration of any lease or sub-lease thereof is not less than thirty (30) consecutive days, without requiring the consent of the Corporation or the board thereto, and without any restrictions or conditions being imposed by or on behalf of this Condominium with respect thereto, subject however to compliance with:
- i) the requirements set forth in the preceding subsections 35(a), (b), (c) and (d) hereof, as applicable; and
 - ii) the overriding provisions and restrictions set forth in sections 25 and 28(a) hereof, as applicable.
- Accordingly any by-law or rule hereafter passed or enacted which purports to impose any restrictions or conditions on the leasing or subleasing any of the dwelling units, parking units and/or locker units which conflict with (or are inconsistent with) the foregoing provisions hereof shall be deemed and construed to be ultra vires and unenforceable.

Section 36 - Tenant's Liability

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

Section 37 - Owner's Liability

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

PART 7 - MAINTENANCE AND REPAIRS

Section 38 - Maintenance and Repairs to the Units

- a) Save as otherwise specifically provided in this declaration to the contrary, each owner shall maintain his or her unit, and, subject to the provisions of this declaration, each owner shall repair his or her unit after damage, all at such owner's sole cost and expense, save and except for any requisite repair after normal wear and tear [which is included or encompassed within the obligation to

maintain, by virtue of section 90(2) of the Act] and/or any repair of damage for which the cost of repair is recovered under any policy of insurance held or maintained by the Corporation, in which case the Corporation shall be obliged to expend such insurance proceeds in order to undertake and complete all requisite repairs to the damaged unit [excluding, however, any and all improvements made to the damaged unit, as determined by reference to a standard unit for the class of unit to which the unit belongs, as more particularly described in a by-law of the Corporation made under subsection 56(1)(h) of the Act, or alternatively described in a schedule prepared by the Declarant and delivered to the Corporation at the turnover meeting in accordance with subsection 43(5)(h) of the Act, if and where the board has not yet enacted any such by-law].

- b) Each owner of a dwelling unit shall be responsible for the cost of maintaining and repairing the four-pipe vertical fan coil unit (including the fans, coils, filters, valves, pumps, controls, filters, etc., and all equipment appurtenant thereto) comprising all or part of the heating and/or cooling system servicing his or her dwelling unit (hereinafter collectively referred to as each dwelling unit's "Heating/Cooling System"), irrespective of whether same is installed or located within or beyond the boundaries of the dwelling unit, as more particularly delineated in Schedule "C" annexed to this declaration, provided however that all maintenance and repair work undertaken in connection therewith shall be arranged by the Corporation, and shall be carried out exclusively by the Corporation's authorized agents, representatives, employees and/or retained contractors or subcontractors, but shall nevertheless be paid for by the affected unit owner immediately upon the Corporation's presentation of an invoice for same, and in the event such invoice is not paid when due, then the provisions of subsection 38(d) and section 44 of this declaration shall apply. Each owner of a dwelling unit shall accordingly notify the Corporation or the Condominium's property manager regarding any needed maintenance and/or repair work to such owner's Heating/Cooling System (and any equipment appurtenant thereto), and shall allow the Corporation's authorized agents, representatives, employees and/or retained contractors or subcontractors, access thereto at all reasonable times in order to carry out said work.
- c) 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.
- d) 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).
- e) 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.
- f) 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 39 - Maintenance and Repairs to Common Elements

- a) Save as otherwise specifically provided elsewhere in this declaration to the contrary, the Corporation shall be obliged to maintain, and repair after damage, the common elements, but excluding any improvements to (and/or any facilities, equipment, services and/or amenities installed by any unit owner upon or within) any common element area designated for the exclusive use of any particular unit owner pursuant to Schedule "F" of this declaration.
- b) In order to maintain a uniform appearance and/or an aesthetically pleasing and compatible appearance throughout this Condominium, the Corporation's duty to maintain and repair shall extend to:
- i) all outdoor landscaping (whether characterized as hard or soft landscaping features or elements) situate within any non-exclusive use common element areas, and for the purposes of this declaration, such maintenance and repair work relative to such outdoor landscaping shall include, without limitation, grass cutting, trimming, fertilizing, weed control and watering;
 - ii) all outdoor walkways, stairways and driveways comprising part of the common elements, and for the purposes of this declaration, such maintenance and repair work relative to said walkways, stairways and driveways shall include the clearing of snow, ice and debris therefrom;
 - iii) all exterior perimeter fences or decorative walls erected by the Declarant along the boundaries of the Real Property (or any portion thereof), if applicable; and
 - iv) the exterior surfaces of doors which provide access to the units, and to exterior door frames, exterior window frames and all exterior surfaces of windows (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 39(a) and (b) hereof to the contrary, and subject to the execution of an AAI Agreement (entered into between the Corporation and the affected unit owner) where required by the Act, it is expressly stipulated and declared that:
- i) each dwelling 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 patio or terrace area appurtenant to his or her dwelling unit from placing, within the confines of such patio or 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 balcony, patio or terrace area appurtenant to (or allocated to) his or her dwelling unit pursuant to the provisions of Schedule "F" to this declaration, shall, subject to the overriding provisions of subparagraph 39(c)(vi) hereof, be responsible for the maintenance and repair of the balcony, patio or terrace landscaping (if any) situate within the confines of such exclusive use balcony, patio or 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 patio or 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 balcony, patio or 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;

vi) 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 balcony, patio or 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 balcony, patio or 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

vii) in the event that any dwelling unit owner responsible for maintaining and repairing the Terrace Landscaping situate within the confines of such owner's exclusive use balcony, patio or 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 dwelling 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). All light fixtures on exclusive use balconies shall be serviced (including, without limitation, bulb replacement) by the Corporation (or its authorized agents, representatives, employees and/or retained contractors) and unit owners are prohibited from servicing the balcony light fixtures themselves.

- e) Notwithstanding anything contained in this declaration to the contrary, it is hereby declared and stipulated that no one shall bring onto, place, affix, erect or install on or within any balcony, patio or terrace area any object, material or thing that exceeds the permissible load(s) set forth or contemplated in the structural plans or specifications of this Condominium.
- f) Each unit owner shall forthwith reimburse the Corporation for the cost of repairs made by the Corporation to any windows, and/or doors serving his or her unit, following damage to same caused by such owner's negligence or wilful misconduct, or caused by the negligence or wilful misconduct of the residents, tenants, invitees or licensees of his or her unit (or by anyone else for whose actions such owner is responsible, at law or in equity), and where the cost of rectifying any such damage is recoverable under any policy of insurance maintained by the Corporation, then the owner responsible for such damage as aforesaid shall forthwith reimburse the Corporation for the entire deductible amount payable under such insurance policy.
- g) The Corporation shall be responsible for the cost of repairing and/or replacing all door locks respectively leading into (or providing access to) each of the units (as and where applicable) that were originally installed by the Declarant and keyed to the Corporation's master key entry system, unless any such lock has been damaged by any owner, or by such owner's residents, tenants, invitees, licensees, contractors or customers, in which case the Corporation shall undertake and complete such repair or replacement, but the cost of same shall be borne solely by the affected unit owner, and any such replacement lock shall likewise be keyed to the Corporation's master key entry system. No one shall be entitled to repair or replace any lock on any door leading directly into (or providing access to) any of the units without the prior written approval of the board, and without having any such replacement lock keyed to the Corporation's master key entry system.
- h) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby declared and stipulated that where a unit owner is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance or repair of any matter, item or component comprising, involving or associated with any exclusive use common element area appurtenant to his or her unit, but which matter, item or component is not fully accessible from or by such owner's unit or exclusive use common element area, or alternatively where the Corporation is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance or repair of any portion of such owner's exclusive use common element area, then in either of such circumstances, such 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).
- i) In light of the fact that:
- i) section 90(2) of the Act provides that the obligation to maintain includes the obligation to repair after normal wear and tear;
 - ii) sections 93 to 95 inclusive of the Act oblige the Corporation to establish and maintain one or more reserve funds to cover the major repair and replacement of the common elements and assets of the Corporation;
 - iii) a unit owner who is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance of any matter, item or component comprising, involving or associated with any exclusive use common element area appurtenant to his or her unit, may accordingly be liable for any necessary repairs to such matter, item or component once same has deteriorated in the normal course of use, even though the Corporation may have adequate reserve funds to cover the cost of any major repair work thereto or the replacement thereof;
 - iv) repair after normal wear and tear (which falls under the rubric of maintenance) that becomes the responsibility of the unit owner individually, rather than of the Corporation, could be prejudicial or detrimental to the best interests of the Corporation, particularly if the requisite work involves (or may otherwise affect) the structural integrity of any portion of the building(s) comprising the Condominium, and is not carried out and completed in a proper, diligent and professional manner; and

- v) section 176 of the Act confirms that one cannot contract out of any provisions of the Act (including the alteration of the definition of maintenance or repair established by the Act), while section 91 of the Act expressly allows the declaration to alter or re-allocate the obligations of maintenance and repair respectively, between the Corporation and any one or more unit owners;

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

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

whereupon the Corporation shall be solely responsible for the maintenance and repair thereof, and the affected unit 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 40 - Insurance Maintained by the Corporation

a) **All-Risks Insurance**

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

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

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

or to any portion of the common elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit.

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

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

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

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

- i) if the Corporation has entered into an insurance trust agreement with an insurance trustee, then all proceeds arising from any insured loss or losses shall be payable to the said insurance trustee, save and except for any insurance proceeds arising from any single insured loss or occurrence that amounts to less than fifteen (15%) percent of the replacement cost of the property covered by the Corporation's insurance policy, in which case such proceeds shall be payable to the Corporation (or to the person or persons whom the Corporation specifies in writing), and not to the said insurance trustee, and if no insurance trustee has been retained by the Corporation then all proceeds arising from any insured loss or losses shall be payable directly to the Corporation (or to the person or persons whom the Corporation specifies in writing);
- ii) waivers of subrogation against the Corporation and its directors, officers, managers, agents, employees and designated representatives from time to time, and against the unit owners, and their respective residents, tenants, invitees or licensees, except for damage arising from or in connection with any vehicle impact, arson, fraud, vandalism or malicious mischief caused or contributed by any of the aforementioned parties or individuals;
- iii) such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days prior written notice sent by registered mail to all parties whose interests appear (or are expressly noted) thereon, and to the Insurance Trustee (as hereinafter defined), if applicable;
- iv) waivers of any defence based on co-insurance (other than pursuant to a stated amount co-insurance clause expressly set forth in the Corporation's insurance policy), or on any invalidity arising from any act, omission, or breach of a statutory condition, by any insured party;
- v) provisions confirming that the same shall be primary insurance in respect of any other insurance carried by the unit owner(s); and
- vi) waivers of the insurer's obligation or requirement to repair, rebuild or replace the damaged property, in the event that after damage, the government of the property is terminated pursuant to the Act.

Section 41 - General Provisions Regarding the Corporation's Insurance

- a) Prior to obtaining any policy or policies of insurance, and every three (3) years thereafter, and at such other times as the board may deem advisable, the board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the common elements and assets of the Corporation, for the purpose of determining the amount of insurance to be effected, and the cost of such appraisal shall be a common expense.
- b) The Corporation, the board, and its officers shall have the exclusive right, on behalf of the Corporation and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed, held or maintained by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment; provided however that the board may, in writing, authorize any owner to adjust any loss to his or her unit.
- c) Each and every mortgagee of any unit in this Condominium 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 any meeting(s) of owners (if and so long as the mortgage itself contains such a provision or entitlement), as well as the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired or replaced.

- d) A certificate or memorandum of all insurance policies (and endorsements thereto) maintained by the Corporation shall be issued as soon as possible to each owner, and to each mortgagee who has notified the Corporation of his or her interest in any unit. A notarial or certified copy of all such policies shall be delivered to each mortgagee who has notified the Corporation of his or her interest in any unit, and who has formally requested same. Renewal certificates or certificates of new insurance policies shall be furnished to each owner, and to each mortgagee who has notified the Corporation of his or her interest in any unit, no later than ten (10) days before the expiry of any current insurance policy. The master policies of the Corporation's insurance coverage shall be kept and maintained in the office of the Corporation (or at the office of the Corporation's property manager, from time to time), available for inspection by any owner or mortgagee on reasonable notice to the Corporation.
- e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance held or maintained by the Corporation, or to direct that loss (or any proceeds of such insurance) shall be payable in any manner other than as provided for in this declaration.

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

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

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

- a) The insurance described in the foregoing provisions of this declaration constitutes the only insurance coverage required to be obtained and maintained by the Corporation. However, **in addition to the Corporation's insurance, the following insurance must be obtained and maintained by each unit owner, at his or her sole cost and expense, throughout the entire period of 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), together with property damage insurance for all furnishings, equipment, personal property and chattels contained within the owner's 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), for or in respect of 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]; 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 (in whole or in part);
- on the express understanding that the insurance coverage noted in the preceding subparagraphs (i) and (ii) above, shall not be resorted to merely (or only) if and when the Corporation's master insurance policy does not cover the damage so caused by the affected unit owner (or by the residents or tenants of the affected owner's unit), but rather shall constitute primary insurance that is always resorted to first and foremost if and when any such damage occurs, so that the Corporation's master insurance is, to the extent reasonably possible, not over-utilized.
- b) **The following insurance is strongly recommended to be obtained by each dwelling unit owner, at his or her sole cost and expense, although same is not mandatory, namely:**
- i) Insurance covering additional living expenses incurred by an owner, if forced to leave his or her dwelling unit by one of the hazards protected against under the Corporation's insurance policy or under the owner's personal insurance policy;

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

Section 44 - Indemnification of the Corporation by Unit Owners

- a) Each owner shall indemnify and save the Corporation harmless from and against any loss, cost, damage, injury or liability which the Corporation may suffer or incur resulting from (or caused by) any deliberate or wilful act or omission, or any negligent act or omission, of such owner (or of any resident, tenant, invitee or licensee of such owner's unit, or of anyone else for whose actions or omissions such owner is in law responsible) affecting the common elements (or any portion thereof), the owner's unit and/or any other unit(s), except for any loss, cost, damage, injury or liability insured against by the Corporation and for which proceeds of insurance sufficient to cover any such loss, cost, damage, injury or liability are paid or payable directly to (or for the benefit of) the Corporation. All payments to be made by any owner pursuant to this section shall be deemed to be additional contributions toward the common expenses payable by such owner, and shall be recoverable as such (with corresponding lien rights in favour of the Corporation in respect of any common expense arrears).
- b) Notwithstanding anything contained in this declaration to the contrary, it is expressly declared and stipulated that all costs and expenses (including the Corporation's insurance deductible, if applicable, and all legal fees on a solicitor and his/her own client basis or substantial-indemnity scale, as well as all applicable disbursements) incurred by the Corporation by reason of any breach of any provision(s) of the Act, this declaration, any by-law(s) and/or rule(s) of the Corporation in force from time to time (including a breach of any agreement binding upon the Corporation and expressly authorized or ratified by any by-law of the Corporation), or by reason of any damage or injury occasioned to any unit(s) or any portion of the common elements, committed by any unit owner (or by any resident(s) of such owner's unit, and/or by said owner's respective tenants, invitees or licensees, or by anyone else for whose actions or omissions such owner is in law responsible) shall be fully borne and paid for by (and shall ultimately be the sole responsibility of) such owner, and such owner shall accordingly be obliged to forthwith reimburse the Corporation for the aggregate of all such costs and expenses so incurred, failing which same shall be deemed for all purposes to constitute an additional contribution towards the common expenses payable by such owner, and shall be recoverable as such (with corresponding lien rights in favour of the Corporation against such owner's unit, similar to the case of common expense arrears).
- c) Without limiting the generality of the preceding provisions in subparagraphs (a) and (b) above, it is also expressly declared and stipulated that:
 - i) In the event of any damage in respect of which a claim is being made under the Corporation's insurance policy, each unit owner shall indemnify and save the Corporation harmless from and against the amount which is the lesser of:
 - A. any deductible amount payable by the Corporation under or pursuant to any policy of insurance held by the Corporation, that is applicable to the insurance claim for the repair of damage to such owner's unit and/or exclusive use common element area(s); or
 - B. the actual cost attributable to the repair of such owner's unit and/or exclusive use common element area(s); regardless of fault, so long as the damage is not caused by (nor the result of an act or omission on the part of) the Corporation and/or its directors, officers or agents.
 - ii) Should an incident cause damage to more than one unit [or to the exclusive use common element area(s) appurtenant to more than one unit], and where such damage was not caused by (nor the result of an act or omission on the part of) the Corporation and/or its directors, officers or agents, then the owner of each unit that has suffered such damage shall indemnify and save the Corporation harmless from and against the amount which is equivalent to such owner's proportionate share of the total deductible amount payable by the Corporation under or pursuant to any policy of insurance held by the Corporation (and that is applicable to the insurance claim for the repair of such damage), on the express understanding that the proportionate share of the deductible payable by each unit owner that has suffered damage shall be determined by the board of directors in its sole, unfettered and unchallenged discretion, after taking into account or applying the deductible thresholds provided in the immediately preceding subparagraph (i) above.
 - iii) The deductible amount for each policy of insurance held by the Corporation shall be deemed to be reasonable, unless otherwise determined by a court of competent jurisdiction, or by a mediator or arbitrator having jurisdiction to resolve any such dispute regarding the deductible.

Section 45 - Insurance Trust Agreement

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

PART 9 - DUTIES OF THE CORPORATION

Section 46 - Duties

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

- a) To cause electricity, water, thermal energy and all other requisite utility services to be provided to each of the units in this Condominium, and to the common elements, including, without limitation, the Recreational Amenities (and to all 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 of this Condominium 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 benefiting this Condominium, and to correspondingly repair and maintain the Pedestrian Walkway, and to remove snow, ice and debris therefrom, and to remove snow, ice and debris 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, contractors, subcontractors, invitees and/or licensees over any portion of the common elements, in order to facilitate the Declarant's construction, completion, maintenance and/or repair of any buildings and/or structures comprising part of this Condominium and 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 designated employees, agents, representatives, contractors, 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 (and to ensure, to the extent reasonably possible, that all owners, residents and tenants of this Condominium likewise abide by, and comply with) the terms and provisions of the following outstanding agreements [and any successor or supplementary agreement(s) and any amending agreement(s) with respect thereto] which may (or may not be) registered against the Real Property (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 City of Markham, pertaining to the development of this Condominium on the Real Property, and registered as Instrument No. YR2354353 as amended by amending agreement registered as Instrument No. YR2791561;
 - 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 City of Markham, registered as Instrument No. YR2016347;
 - iv) an outstanding shoring encroachment agreement made between 1771107 Ontario Inc. and The Corporation of the City of Markham, registered as Instrument No. YR2267961; and
 - v) outstanding restrictive covenants registered as Instrument No. YR2016351;
- on the express understanding that all costs and expenses incurred by the Condominium in connection with its compliance with the provisions of (and the obligations imposed by) any or all of the Outstanding Municipal Agreements shall comprise part of the common expenses of this Condominium;
- 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, insofar as same pertain or relate to this Condominium and/or the Real Property (or any portion thereof), 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, including without limitation, the obligation to illuminate, maintain and repair those common element areas which are directly affected or impacted by the Outstanding Municipal Agreements in accordance with the respective terms and provisions thereof, and pursuant to which the Declarant shall be fully released and discharged from all such assumed obligations and liabilities;
 - 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], nor alter the width of any driveways/drivelanes situate within the confines of this Condominium, 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) fully 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 or contravention of any term(s), provision(s) or obligation(s) outlined in any of the Outstanding Municipal Agreements so 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 or contravention of any term(s), provision(s) or obligation(s) outlined in any of the Outstanding Municipal Agreements so committed by the Corporation (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity);

on the express understanding that all costs and expenses incurred by this Condominium in connection with its fulfilment of the foregoing indemnity obligations shall comprise part of the common expenses of this Condominium;

- g) To enter into an agreement with the Declarant immediately after the registration of this Condominium (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 utility monitoring agreement with the Utility Monitor (initially designated by the Declarant to be Carma Billing Services Inc.), 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, on a periodic basis, and to correspondingly issue invoices to each of the respective dwelling unit owners for the cost of their respective consumption of cold water, 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 units (and to the electricity check meters appurtenant to each of the EV Parking Units), subject to any overriding obligation of the Corporation to pay for (or to forthwith reimburse the Utility Monitor for) the costs and expenses incurred in connection therewith; and
 - iii) charge back the cost of such sub-meter readings and invoicing services, to each of the dwelling unit owners (and to each of the EV Parking Units owners), along with a monthly administrative fee or charge imposed by the Utility Monitor in connection therewith;
- 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 the electricity check meters appurtenant to each of the EV Parking 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 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 (and/or against the EV Parking 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 each of the EV Parking Units), save except to the extent that such costs are the obligation of the Utility Monitor under its agreement with the Condominium from time to time.
- m) To arrange for the building property manager or another 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 garbage storage/recycling room), to the exterior concrete collection pad, and onto the garbage collection vehicles, and to act as a flagperson when such vehicles are reversing, and to ensure that no garbage containers whatsoever are left outside, except on the mornings of designated garbage pick-up days;
- n) To ensure (to the extent reasonably possible) that an AAI Agreement is entered into by the Corporation with any dwelling unit owner desiring to make any addition, alteration or improvement to any exclusive use common element area(s) appurtenant to such owner's dwelling unit (or to an installation upon the common elements), pursuant to the provisions of section 98 of the Act, on the express understanding that if such an agreement is entered into with anyone other than the Declarant, then the AAI Agreement shall allocate the entire cost of undertaking or implementing the proposed addition, alteration or improvement to the affected owner desiring to undertake or implement same, and shall impose the responsibility for the cost of maintaining, repairing and insuring any such addition, alteration or improvement onto said owner (even though the Corporation and its authorized agents, representatives, employees and retained contractors shall or may be responsible for carrying out and completing all requisite maintenance and repair work with respect thereto, all at such owner's sole cost, risk and expense), and the AAI Agreement shall address or set out any other matters that the board may deem advisable, and/or as may be prescribed from time to time by the regulations to the Act.
- o) To take all requisite steps to ensure that no part of the outdoor rooftop area and/or any balconies, patios or terrace areas appurtenant to any of the dwelling units in this Condominium, 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;
- p) To take all requisite steps to ensure that none of the trees, plants and/or landscaping materials, features or treatments installed by the Declarant upon or within any of the exclusive use common element areas appurtenant to any of the dwelling units in this Condominium (if applicable), are altered, removed or destroyed, and to ensure (to the extent reasonably possible) that nothing is done (or permitted to be done) which would reduce the density of the foliage and landscaping materials situate thereon, on the

express understanding that if any such trees, plants and/or landscaping materials should hereafter perish or shall otherwise be required to be replaced, then the replacement trees, plants and/or landscaping materials shall (to the greatest extent reasonably possible) be of the same type, size, and maturity as those being replaced (but at no cost or charge to the Declarant therefor);

q) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of the *Professional Engineers Act*, R.S.O. 1990, as amended, or alternatively a certificate of practice within the meaning of the *Architects Act*, R.S.O. 1990, as amended) to conduct a performance audit of the common elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (hereinafter referred to as the "Performance Audit") at any time between the 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 Tarrion Warranty Corporation pursuant to section 44(9) of the Act;

r) To facilitate the procurement by the Declarant of (and assist and co-operate with the Declarant in obtaining) third party authentication of this Condominium's energy performance from Natural Resources Canada, an agency of the Federal Government of Canada and/or by the City of Markham Energy Efficiency Office, or by some other equivalent or comparable third party peer review that is qualified to provide confirmation that this Condominium has been designed and constructed to achieve suitable energy performance targets (and correspondingly designed to use approximately 25% less energy than a comparable building designed to the specifications of the 1997 Model National Energy Code For Buildings, as determined by third-party verified energy performance modelling), and to endeavour to attain or achieve "LEED" certification (ie. by this the Condominium having attained at least the minimum number of credits required for certification by the Leadership in Energy and Environmental Design, in respect of the "green building rating system") as determined by the Canada Green Building Council or the United States Green Building Council, a national non-governmental organization, or by any other comparable independent third party energy-modelling agency, 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 the failure to have this Condominium ultimately achieve or attain LEED certification status, nor shall the Declarant be responsible or liable for maintaining this Condominium according to the LEED certified standard after the point of its initial certification (if LEED certification is, in fact, ever achieved or attained), under any circumstances whatsoever;

- s) To maintain and keep in good repair the Declarant's logo or hallmark of distinction (or that of any other company associated, affiliated or related to the Declarant, including without limitation, the logo or hallmark of Times Developments or any derivative thereof) which has been permanently installed or affixed by the Declarant within the lobby of (or elsewhere within the common elements of) this Condominium, all as more particularly located, illustrated, identified or otherwise referred to in the condominium description plan filed concurrently herewith, and to ensure that no actions or steps are taken by the Corporation (or by anyone else) to remove, relocate, tarnish, deface, damage or alter (in any way or manner) the aforementioned logo or hallmark;
- t) 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);
- u) To acquire the Guest Suite Units from the Declarant pursuant to (and in accordance with) the provisions of section 26 of this declaration (and to execute all requisite documents and affidavits (and provide all such additional assurances) as may be reasonably required to implement such conveyance, and specifically the electronic registration of a transfer of title to the Guest Suite Units from the Declarant to this Condominium, and the VTB Mortgage from this Condominium to and in favour of the Declarant, registered in the Land Titles Division of the York Region Land Registry Office (No. 65), without requiring or requisitioning any clearances, certificates, statutory declarations, undertakings, indemnities, opinions and/or any other documents or matters from the Declarant or its solicitors whatsoever in connection therewith), and to pay the land transfer taxes exigible in connection with said conveyance (and all registration fees in connection therewith), and to also pay all blended payments of principal and interest due and owing under the VTB Mortgage to the mortgagee thereof, as and when due, and to pay all outstanding realty taxes and common expenses assessed against the Guest Suite Units from time to time, and to observe (and comply with) all of the terms and provisions of the VTB Mortgage. In the event that the Declarant arranges a new mortgage loan to the Condominium from a third party lender to replace the VTB Mortgage and to pay off the Declarant for the unpaid purchase price of the Guest Suite Units, then 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 substitution for the VTB Mortgage;
- v) To acquire the Maintenance/Security/Miscellaneous Equipment from the Declarant, for the total purchase price of \$100,000.00 inclusive of HST, and to be paid in one lump sum payment in the amount of \$100,000.00, inclusive of HST, on the first anniversary of the date of registration of this Condominium;
- 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" designated or selected by the Declarant, including a lender that may be related, associated or affiliated with 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, **in the amount of approximately \$1,000,000.00 in Canadian funds** (hereinafter referred to as the "**Green Loan**"), 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 costs incurred by the Declarant in connection with the acquisition and/or installation of various energy-efficient equipment and building materials used in the design and/or construction of this Condominium (hereinafter collectively referred to as the "**Energy-Efficient Equipment & Materials**"), and intended to generate energy-related cost savings (estimated by a third party energy modelling professional or consultant to be equal to, or greater than, the costs associated with the Green Loan on any annual basis) that will benefit this Condominium and the respective unit owners thereof during the remaining useful life of the installed Energy-Efficient Equipment & Materials. The Green Loan, together with all interest accrued thereon at the aforementioned rate, shall be repaid by the Corporation to the Green Lender by way of 120 equal and consecutive blended monthly payments of principal and interest, based on a 10 year amortization plan. In addition to executing and delivering the aforementioned loan agreement and general security agreement to and in favour of the Green Lender, together with the aforementioned irrevocable direction re funds (authorizing and directing the Green Lender to make the entire loan proceeds of the Green Loan payable to the Declarant, or to whomsoever and in whatsoever manner the Declarant may in writing direct), the Corporation shall be obliged to execute and deliver any other security documents or instruments which may be required or desired by the Green Lender to evidence and/or secure the outstanding Green Loan, and all costs and expenses associated therewith. The foregoing will give rise to a security interest being granted by the Corporation to and in favour of the Green Lender (in first priority position) in and to all of the Energy Efficient Equipment & Materials so installed, and said security

interest in favour of the Green Lender shall be evidenced and perfected by way of a financing statement registered against the Corporation under the *Personal Property Security Act*, R.S.O. 1990, as amended (hereinafter referred to as the "PPSA"), and, if the Green Lender so desires, 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:

- i) accept, at any time hereafter, title to any parking unit or locker unit that the Declarant may wish to hereafter convey to this Condominium (if and when the Declarant chooses to do so, in its sole, unfettered and unchallenged discretion), and which parking or locker unit may be encumbered by an outstanding collateral charge given by the Declarant as chargor to and in favour of the Green Lender as chargee (on a non-recourse basis against the Declarant/chargor) as collateral security for or in connection with the Green Loan (hereinafter referred to as the "Green Charge"), and given to the Green Lender so that it will have mortgagee status to apply for a compliance order against the Corporation in the event this Condominium fails to repay the loan indebtedness at any time throughout the duration of the outstanding Green Loan, or thereafter;
 - ii) execute and deliver to the Declarant's solicitor the requisite land transfer tax affidavit and all other documents and instruments (including any irrevocable eReg authorization and direction) necessary to authorize and effect the electronic registration of the transfer of any such parking unit or locker unit from the Declarant as transferor to the Corporation as transferee, and the corresponding assumption by the Corporation of the Green Charge (and all obligations secured thereunder), provided that such conveyance is made for nil consideration, and without this Condominium or its solicitors requiring or requisitioning anything else from the Declarant or its solicitors in connection therewith (and specifically without requiring or requisitioning any clearances, undertakings, indemnities, certificates, statutory declarations and/or opinions from the Declarant and/or its solicitors whatsoever); and
 - iii) fully repay the Green Loan over its 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 Green Loan) shall comprise part of the common expenses of this Condominium, and shall be reflected in the annual operating budget(s) 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 33 of this declaration;
 - y) To enter into an assignment and assumption agreement with the Declarant and MDE with respect to the assumption of the Thermal Energy Service Agreement;
 - z) 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;
 - aa) If applicable, to clean 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;
 - bb) To enter into (and to abide by the terms and provisions of) an assumption agreement with the Declarant, and with or without Rogers Communications Inc. (hereinafter referred to as "Rogers") as a party or signatory thereto, but nevertheless enforceable by Rogers against the Corporation (hereinafter referred to as the "Assumption of the Bulk Internet Agreement"), pursuant to which the Corporation shall formally evidence and confirm its assumption of all outstanding and/or ongoing obligations and liabilities of the Declarant arising under a bulk internet service agreement entered between the Declarant and Rogers for the provision by Rogers of broadband internet services on a bulk basis to this Condominium (hereinafter referred to as the "Bulk Internet Agreement"), pursuant to which:
 - i) Rogers shall provide broadband internet services on a bulk billing basis to this Condominium (comprising up to approximately 150 Mbps of download speed/capacity and up to 15 Mbps of upload speed/capacity), with corresponding unlimited usage;
 - ii) Rogers shall provide and retain ownership of the internet modems, which shall be returned to Rogers in good working order, reasonable wear and tear excepted, upon the expiry or termination of the Bulk Internet Agreement;

- iii) the initial term of the Bulk Internet Agreement is seven (7) years, commencing upon the first occupancy of any dwelling unit in this Condominium (the "Initial Term"), and the annual cost or rate for such bulk internet service shall be \$20.00 per dwelling unit per month, plus H.S.T. during the Initial Term; and
- iv) this Condominium shall have the unilateral right and option (exercisable no later than 90 days prior to the expiry of the Initial Term) to extend such bulk internet service for an additional three (3) years thereafter (hereinafter referred to as the "Extension Term"), at an annual cost or rate during the first year of the Extension Term equivalent to \$30.00 per dwelling unit per month plus H.S.T., with annual rate increases during the balance of the Extension Term as set out in Schedule A to the Bulk Internet Agreement.

All amounts payable to Rogers for the above-described bulk internet service shall comprise part of the common expenses of this Condominium;

- cc) To illuminate, maintain and repair all outdoor driveways, roadways, sidewalks and stairwells (if any) comprising part of the common elements, together with all indoor driveways, walkways and ramps situate within the underground parking garage serving this Condominium and which correspondingly comprise part of the common elements of this Condominium;
- dd) To periodically inspect the underground parking garage of this Condominium (which is located below grade and which may correspondingly be situate below the water table) to determine the existence and location of any minor shrinkage cracks (and any corresponding water leakage and dampness) that may occur from time to time in portions of the below-grade structure of this Condominium, and to correspondingly undertake periodic maintenance and repairs with respect to all such cracks, as part of this Condominium's ongoing maintenance responsibilities, all at this Corporation's sole cost and expense;
- ee) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the pedestrian and/or vehicular access and egress over the common interior roadway, boulevard and adjoining walkways, the garage ramps, and all underground garage driveways and walkways situate within the boundaries of this Condominium, by the Declarant and its designated representatives, agents, employees, contractors, sub-contractors, invitees and/or licensees, and by the unit owners of this Condominium from time to time, and their respective residents, tenants, invitees and licensees from time to time;
- ff) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the pedestrian egress from any portion of this Condominium's underground parking garage areas and from the stairwell areas comprising part of the common elements of this Condominium, for fire and emergency purposes, through the designated stairwells and fire exit doors situate within this Condominium, by the Declarant and the respective unit owners of this Condominium from time to time, and their respective residents, tenants, invitees, occupants and licensees from time to time; and
- gg) To take all reasonable steps to cause the Corporation's authorized agents, employees, representatives, contractors and/or sub-contractors to gain reasonable access to (and through) any or all of the dwelling units in this Condominium, which contain any clean-out valve or drain terminal that ultimately services any kitchen drain or plumbing stack that emanates from (or which benefits or services) any other unit(s) or common element area within this Condominium, provided that such access is attained only between the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday (excluding however, any statutory holiday falling within such period), on at least 48 hours prior written notice to the intended or affected dwelling unit owner(s) or occupant(s) [with no such notice being required in the case of an emergency], for the purposes of enabling or facilitating the Corporation's maintenance, repair, relocation and/or servicing of the aforementioned clean-out valve or drain terminal (and any appurtenances thereto), and to forthwith reimburse (and concomitantly indemnify and save harmless) each owner of a dwelling unit who has suffered or incurred any loss or damage to his or her unit (and/or to any personal belongings, chattels, fixtures or equipment situate therein) as a result of the exercise by the Corporation of the foregoing right of entry, or incurred as a result of the failure by the Corporation to properly or adequately maintain, repair and/or service any such clean-out valve or drain terminal.

PART 10 - GENERAL MATTERS

Section 47 - Rights of Entry

- a) The Corporation and/or any insurer of the property (or any part thereof), and their respective agents, employees or authorized representatives, and any other person authorized by the board, shall be entitled to enter any unit (or any part of the common elements over which any owner has the exclusive use), at all reasonable times and upon giving reasonable notice, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies maintained by the Corporation, remedying any condition which might result in damage to the property, and/or carrying out any duty imposed upon the Corporation. In addition, the authorized agents or representatives of the Corporation and/or any public or private utility companies or authorities requiring access to any unit(s) for the purposes of reading, inspecting,

repairing and/or replacing any utility meter(s) (or other appurtenant equipment) contained therein, shall be entitled to enter any such unit(s), or any part of the common elements in respect of which any owner has the exclusive use, for any of the foregoing purposes, at all reasonable times upon giving prior reasonable notice of such desired entry.

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

Section 48 - Invalidity

Each of the provisions of this declaration shall be deemed independent and severable, and the invalidity or unenforceability (in whole or in part) of any one or more of such provisions, shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of this declaration, and in such event, all of the other provisions of this declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 49 - Waiver

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

Section 50 - Notice

- a) Except as otherwise provided in the Act, or as hereinbefore set forth, any notice, direction or other instrument required or desired to be given or delivered, shall be given as follows:
 - i) **To an owner**, by giving same to him or her (or to any director or officer of a corporate owner), either personally or by email or by ordinary mail postage prepaid, addressed to him or her at the email address or address for service given by such owner in writing to the Corporation [pursuant to section 46.1(3) 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 email or by ordinary mail, postage prepaid, addressed to such mortgagee at the email address or address for service given by such mortgagee in writing to the Corporation [pursuant to sections 46.1(3) 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 email or by ordinary mail, postage prepaid, addressed to the Corporation at its email address or address for service.

- iv) **To the Declarant**, by giving same to any director or officer of the Declarant, either personally or by email or by bonded courier, addressed to the Declarant at its email address or 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 East, Suite 202, Markham, Ontario L3R 2A2.
- b) Any notice delivered by registered mail shall be deemed to have been delivered, received and effective on the second (2nd) day (excluding Saturdays, Sundays and statutory holidays) following the day on which such notice was posted or mailed. Any notice delivered by hand or by courier shall be deemed to have been received on the same day that it has been so delivered. Any notice delivered by email or telefax shall be deemed to have been received on the next day (excluding Saturdays, Sundays and statutory holidays) following the date on which same was so transmitted by telefax or e-mail, provided (and so long as): (i) a confirmation of successful telefax transmission is maintained by the transmitting party, which indicates or confirms that the transmission of such telefaxed notice was successful; or (ii) a copy of the e-mailed transmission is maintained by the transmitting party which confirms that the transmission of such e-mailed notice was sent.
- c) In the event of a postal strike or other interruption of mail service, all notices shall be delivered personally, by bonded courier, by email or by telefax to the intended party or parties.

Section 51 - Interpretation of the Declaration

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

Section 52 - Headings

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

DATED at the City of Markham, this 31st day of October, 2018.

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

1826919 ONTARIO INC.


Per: _____

Name: Saeid Aghaei
Authorized Signing Officer

I have authority to bind the Corporation

SCHEDULE "A"TO THE DECLARATION OF 1826919 ONTARIO INC.LEGAL DESCRIPTION

P.I.N. 02988-0782(LT)
Block 2 on Plan 65M-4395
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 2 on Plan 65R34430 in favour of The Corporation of the City of Markham as set out in Instrument YR2018417;

Subject to an easement in favour of Rogers Communication Inc. as set out in Instrument No. YR2796650.

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

Dated this 5th day of October, 2018

Messrs. DelZotto, Zorzi LLP,
solicitors and duly
authorized agents for
1826919 ONTARIO INC.

Per: 
Alexander Foundos

SCHEDULE "B"

TO THE DECLARATION OF 1826919 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 YR2544211, collaterally secured by a general assignment of rents, notice of which was registered as Instrument Number YR2544212 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 general assignment of rents, and the interests under same, 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 22nd day of OCTOBER, 2018.

THE BANK OF NOVA SCOTIA

Per:

Name:
Title:

<p>Alex Byrne Assistant General Manager Real Estate Credit</p>

Per:

Name:
Title:

BNS DOCUMENT

NO. 5870/18

APPROVED FOR

EXECUTION

I/We have the authority to bind the Bank.

SCHEDULE "B"

TO THE DECLARATION OF 1826919 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 YR2487665 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 9th day of October, 2018.

AVIVA INSURANCE COMPANY OF CANADA

Per: 

Name:
Title:

Denise Fraser
Authorized Signing Officer

Per: _____

Name:
Title:

I/We have the authority to bind the Corporation.

SCHEDULE "C"

Each Dwelling Unit, Guest Suite Unit, Parking Unit, Tandem Parking 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 to 19 inclusive and 21 to 41 inclusive on Level 1, Units 1 to 59 inclusive on Level 2, Units 1 to 63 inclusive on Level 3, Units 1 to 57 inclusive on Levels 4 to 6 inclusive, Units 1 to 47 inclusive on Level 7, Units 1 to 39 inclusive on Level 8, Units 1 to 6 inclusive and 8 on Level 9, Units 1 to 10 inclusive on Level 10 to 26 inclusive, Units 1 to 8 inclusive on Level 27 and Units 1 to 9 inclusive on Level 28).

2. BOUNDARIES OF THE GUEST SUITE UNITS

(being Units 20 on Level 1 and Unit 7 on Level 9).

- 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 PARKING UNITS

(being Units 1 to 68 inclusive and Units 70 to 171 inclusive on Level A, Units 1 to 240 inclusive on Level B and Units 1 to 122 inclusive and Units 125 to 240 inclusive on Level C).

4. BOUNDARIES OF THE TANDEM PARKING UNITS

(being Unit 69 on Level A and Units 123 and 124 on Level C).

- a) Each Parking Unit and Tandem Parking Unit is bounded vertically by:
 - i) the plane established 2.00 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 and Tandem 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 172 to 296 inclusive on Level A, Units 241 to 460 inclusive on Level B and Units 241 to 503 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.

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.

Sept. 5, 2018
Dated


R.J. Visser,
Ontario Land Surveyor

Reference should be made to the provisions of the Declaration itself on page 3, 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.

Riverside Condominiums
Schedule D

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Dwelling Unit	1	1	0.167116	x 1 =	0.167116
Dwelling Unit	2	1	0.162906	x 1 =	0.162906
Dwelling Unit	3	1	0.162906	x 1 =	0.162906
Dwelling Unit	4	1	0.162906	x 1 =	0.162906
Dwelling Unit	5	1	0.159749	x 1 =	0.159749
Dwelling Unit	6	1	0.139333	x 1 =	0.139333
Dwelling Unit	7	1	0.147121	x 1 =	0.147121
Dwelling Unit	8	1	0.112603	x 1 =	0.112603
Dwelling Unit	9	1	0.136386	x 1 =	0.136386
Dwelling Unit	10	1	0.136597	x 1 =	0.136597
Dwelling Unit	11	1	0.136386	x 1 =	0.136386
Dwelling Unit	12	1	0.133650	x 1 =	0.133650
Dwelling Unit	13	1	0.148383	x 1 =	0.148383
Dwelling Unit	14	1	0.158907	x 1 =	0.158907
Dwelling Unit	15	1	0.126916	x 1 =	0.126916
Dwelling Unit	16	1	0.126916	x 1 =	0.126916
Dwelling Unit	17	1	0.138703	x 1 =	0.138703
Dwelling Unit	18	1	0.138703	x 1 =	0.138703
Dwelling Unit	19	1	0.126284	x 1 =	0.126284
Guest Suite Unit	20	1	0.000001	x 1 =	0.000001
Dwelling Unit	21	1	0.146280	x 1 =	0.146280
Dwelling Unit	22	1	0.138070	x 1 =	0.138070
Dwelling Unit	23	1	0.136598	x 1 =	0.136598
Dwelling Unit	24	1	0.138070	x 1 =	0.138070
Dwelling Unit	25	1	0.122495	x 1 =	0.122495
Dwelling Unit	26	1	0.192584	x 1 =	0.192584
Dwelling Unit	27	1	0.138071	x 1 =	0.138071
Dwelling Unit	28	1	0.133862	x 1 =	0.133862
Dwelling Unit	29	1	0.138071	x 1 =	0.138071
Dwelling Unit	30	1	0.147753	x 1 =	0.147753
Dwelling Unit	31	1	0.146911	x 1 =	0.146911
Dwelling Unit	32	1	0.137440	x 1 =	0.137440
Dwelling Unit	33	1	0.133862	x 1 =	0.133862
Dwelling Unit	34	1	0.138071	x 1 =	0.138071
Dwelling Unit	35	1	0.192584	x 1 =	0.192584
Dwelling Unit	36	1	0.122495	x 1 =	0.122495
Dwelling Unit	37	1	0.138070	x 1 =	0.138070
Dwelling Unit	38	1	0.136598	x 1 =	0.136598
Dwelling Unit	39	1	0.133230	x 1 =	0.133230
Dwelling Unit	40	1	0.146280	x 1 =	0.146280
Dwelling Unit	41	1	0.122285	x 1 =	0.122285
Dwelling Unit	1	2	0.159118	x 1 =	0.159118
Dwelling Unit	2	2	0.145858	x 1 =	0.145858
Dwelling Unit	3	2	0.141648	x 1 =	0.141648
Dwelling Unit	4	2	0.145647	x 1 =	0.145647
Dwelling Unit	5	2	0.146068	x 1 =	0.146068
Dwelling Unit	6	2	0.135546	x 1 =	0.135546
Dwelling Unit	7	2	0.128810	x 1 =	0.128810
Dwelling Unit	8	2	0.210473	x 1 =	0.210473
Dwelling Unit	9	2	0.142280	x 1 =	0.142280
Dwelling Unit	10	2	0.169220	x 1 =	0.169220
Dwelling Unit	11	2	0.167116	x 1 =	0.167116
Dwelling Unit	12	2	0.162906	x 1 =	0.162906
Dwelling Unit	13	2	0.162906	x 1 =	0.162906
Dwelling Unit	14	2	0.162906	x 1 =	0.162906
Dwelling Unit	15	2	0.159749	x 1 =	0.159749

**Riverside Condominiums
Schedule D**

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Dwelling Unit	16	2	0.139333	x 1 =	0.139333
Dwelling Unit	17	2	0.147121	x 1 =	0.147121
Dwelling Unit	18	2	0.112603	x 1 =	0.112603
Dwelling Unit	19	2	0.136386	x 1 =	0.136386
Dwelling Unit	20	2	0.136597	x 1 =	0.136597
Dwelling Unit	21	2	0.136386	x 1 =	0.136386
Dwelling Unit	22	2	0.133650	x 1 =	0.133650
Dwelling Unit	23	2	0.148383	x 1 =	0.148383
Dwelling Unit	24	2	0.137229	x 1 =	0.137229
Dwelling Unit	25	2	0.126916	x 1 =	0.126916
Dwelling Unit	26	2	0.126916	x 1 =	0.126916
Dwelling Unit	27	2	0.126916	x 1 =	0.126916
Dwelling Unit	28	2	0.154699	x 1 =	0.154699
Dwelling Unit	29	2	0.134282	x 1 =	0.134282
Dwelling Unit	30	2	0.114287	x 1 =	0.114287
Dwelling Unit	31	2	0.122285	x 1 =	0.122285
Dwelling Unit	32	2	0.131547	x 1 =	0.131547
Dwelling Unit	33	2	0.138703	x 1 =	0.138703
Dwelling Unit	34	2	0.138703	x 1 =	0.138703
Dwelling Unit	35	2	0.126284	x 1 =	0.126284
Dwelling Unit	36	2	0.116181	x 1 =	0.116181
Dwelling Unit	37	2	0.146280	x 1 =	0.146280
Dwelling Unit	38	2	0.138070	x 1 =	0.138070
Dwelling Unit	39	2	0.136598	x 1 =	0.136598
Dwelling Unit	40	2	0.138070	x 1 =	0.138070
Dwelling Unit	41	2	0.122495	x 1 =	0.122495
Dwelling Unit	42	2	0.192584	x 1 =	0.192584
Dwelling Unit	43	2	0.138071	x 1 =	0.138071
Dwelling Unit	44	2	0.133862	x 1 =	0.133862
Dwelling Unit	45	2	0.138071	x 1 =	0.138071
Dwelling Unit	46	2	0.148805	x 1 =	0.148805
Dwelling Unit	47	2	0.148805	x 1 =	0.148805
Dwelling Unit	48	2	0.138071	x 1 =	0.138071
Dwelling Unit	49	2	0.133862	x 1 =	0.133862
Dwelling Unit	50	2	0.138071	x 1 =	0.138071
Dwelling Unit	51	2	0.192584	x 1 =	0.192584
Dwelling Unit	52	2	0.122495	x 1 =	0.122495
Dwelling Unit	53	2	0.138070	x 1 =	0.138070
Dwelling Unit	54	2	0.136598	x 1 =	0.136598
Dwelling Unit	55	2	0.133230	x 1 =	0.133230
Dwelling Unit	56	2	0.146280	x 1 =	0.146280
Dwelling Unit	57	2	0.116181	x 1 =	0.116181
Dwelling Unit	58	2	0.126284	x 1 =	0.126284
Dwelling Unit	59	2	0.122285	x 1 =	0.122285
Dwelling Unit	1	3	0.159118	x 1 =	0.159118
Dwelling Unit	2	3	0.108183	x 1 =	0.108183
Dwelling Unit	3	3	0.117444	x 1 =	0.117444
Dwelling Unit	4	3	0.117444	x 1 =	0.117444
Dwelling Unit	5	3	0.145858	x 1 =	0.145858
Dwelling Unit	6	3	0.141648	x 1 =	0.141648
Dwelling Unit	7	3	0.145647	x 1 =	0.145647
Dwelling Unit	8	3	0.146068	x 1 =	0.146068
Dwelling Unit	9	3	0.135546	x 1 =	0.135546
Dwelling Unit	10	3	0.128810	x 1 =	0.128810
Dwelling Unit	11	3	0.210473	x 1 =	0.210473
Dwelling Unit	12	3	0.142069	x 1 =	0.142069
Dwelling Unit	13	3	0.142069	x 1 =	0.142069

**Riverside Condominiums
Schedule D**

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Dwelling Unit	14	3	0.148173	x 1 =	0.148173
Dwelling Unit	15	3	0.154487	x 1 =	0.154487
Dwelling Unit	16	3	0.131125	x 1 =	0.131125
Dwelling Unit	17	3	0.131125	x 1 =	0.131125
Dwelling Unit	18	3	0.131125	x 1 =	0.131125
Dwelling Unit	19	3	0.127967	x 1 =	0.127967
Dwelling Unit	20	3	0.128388	x 1 =	0.128388
Dwelling Unit	21	3	0.169010	x 1 =	0.169010
Dwelling Unit	22	3	0.127126	x 1 =	0.127126
Dwelling Unit	23	3	0.136597	x 1 =	0.136597
Dwelling Unit	24	3	0.136386	x 1 =	0.136386
Dwelling Unit	25	3	0.133650	x 1 =	0.133650
Dwelling Unit	26	3	0.146279	x 1 =	0.146279
Dwelling Unit	27	3	0.137229	x 1 =	0.137229
Dwelling Unit	28	3	0.126916	x 1 =	0.126916
Dwelling Unit	29	3	0.126916	x 1 =	0.126916
Dwelling Unit	30	3	0.126916	x 1 =	0.126916
Dwelling Unit	31	3	0.125231	x 1 =	0.125231
Dwelling Unit	32	3	0.134282	x 1 =	0.134282
Dwelling Unit	33	3	0.114287	x 1 =	0.114287
Dwelling Unit	34	3	0.122285	x 1 =	0.122285
Dwelling Unit	35	3	0.131547	x 1 =	0.131547
Dwelling Unit	36	3	0.138703	x 1 =	0.138703
Dwelling Unit	37	3	0.138703	x 1 =	0.138703
Dwelling Unit	38	3	0.126284	x 1 =	0.126284
Dwelling Unit	39	3	0.116181	x 1 =	0.116181
Dwelling Unit	40	3	0.146280	x 1 =	0.146280
Dwelling Unit	41	3	0.138070	x 1 =	0.138070
Dwelling Unit	42	3	0.136598	x 1 =	0.136598
Dwelling Unit	43	3	0.138070	x 1 =	0.138070
Dwelling Unit	44	3	0.122495	x 1 =	0.122495
Dwelling Unit	45	3	0.175325	x 1 =	0.175325
Dwelling Unit	46	3	0.111550	x 1 =	0.111550
Dwelling Unit	47	3	0.107342	x 1 =	0.107342
Dwelling Unit	48	3	0.111550	x 1 =	0.111550
Dwelling Unit	49	3	0.135965	x 1 =	0.135965
Dwelling Unit	50	3	0.133230	x 1 =	0.133230
Dwelling Unit	51	3	0.135965	x 1 =	0.135965
Dwelling Unit	52	3	0.111550	x 1 =	0.111550
Dwelling Unit	53	3	0.107342	x 1 =	0.107342
Dwelling Unit	54	3	0.111550	x 1 =	0.111550
Dwelling Unit	55	3	0.175325	x 1 =	0.175325
Dwelling Unit	56	3	0.122495	x 1 =	0.122495
Dwelling Unit	57	3	0.138070	x 1 =	0.138070
Dwelling Unit	58	3	0.136598	x 1 =	0.136598
Dwelling Unit	59	3	0.133230	x 1 =	0.133230
Dwelling Unit	60	3	0.146280	x 1 =	0.146280
Dwelling Unit	61	3	0.116181	x 1 =	0.116181
Dwelling Unit	62	3	0.126284	x 1 =	0.126284
Dwelling Unit	63	3	0.122285	x 1 =	0.122285
Dwelling Unit	1	4	0.155119	x 1 =	0.155119
Dwelling Unit	2	4	0.108183	x 1 =	0.108183
Dwelling Unit	3	4	0.117444	x 1 =	0.117444
Dwelling Unit	4	4	0.117444	x 1 =	0.117444
Dwelling Unit	5	4	0.145858	x 1 =	0.145858
Dwelling Unit	6	4	0.141648	x 1 =	0.141648
Dwelling Unit	7	4	0.145647	x 1 =	0.145647

**Riverside Condominiums
Schedule D**

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Dwelling Unit	8	4	0.146068	x 1 =	0.146068
Dwelling Unit	9	4	0.135546	x 1 =	0.135546
Dwelling Unit	10	4	0.128810	x 1 =	0.128810
Dwelling Unit	11	4	0.218682	x 1 =	0.218682
Dwelling Unit	12	4	0.142069	x 1 =	0.142069
Dwelling Unit	13	4	0.142069	x 1 =	0.142069
Dwelling Unit	14	4	0.147964	x 1 =	0.147964
Dwelling Unit	15	4	0.154278	x 1 =	0.154278
Dwelling Unit	16	4	0.136597	x 1 =	0.136597
Dwelling Unit	17	4	0.135965	x 1 =	0.135965
Dwelling Unit	18	4	0.135965	x 1 =	0.135965
Dwelling Unit	19	4	0.132808	x 1 =	0.132808
Dwelling Unit	20	4	0.133440	x 1 =	0.133440
Dwelling Unit	21	4	0.174272	x 1 =	0.174272
Dwelling Unit	22	4	0.145647	x 1 =	0.145647
Dwelling Unit	23	4	0.153014	x 1 =	0.153014
Dwelling Unit	24	4	0.102080	x 1 =	0.102080
Dwelling Unit	25	4	0.126916	x 1 =	0.126916
Dwelling Unit	26	4	0.126916	x 1 =	0.126916
Dwelling Unit	27	4	0.126916	x 1 =	0.126916
Dwelling Unit	28	4	0.125231	x 1 =	0.125231
Dwelling Unit	29	4	0.133650	x 1 =	0.133650
Dwelling Unit	30	4	0.114288	x 1 =	0.114288
Dwelling Unit	31	4	0.122285	x 1 =	0.122285
Dwelling Unit	32	4	0.131547	x 1 =	0.131547
Dwelling Unit	33	4	0.138703	x 1 =	0.138703
Dwelling Unit	34	4	0.138703	x 1 =	0.138703
Dwelling Unit	35	4	0.126284	x 1 =	0.126284
Dwelling Unit	36	4	0.116181	x 1 =	0.116181
Dwelling Unit	37	4	0.185638	x 1 =	0.185638
Dwelling Unit	38	4	0.119548	x 1 =	0.119548
Dwelling Unit	39	4	0.179535	x 1 =	0.179535
Dwelling Unit	40	4	0.116391	x 1 =	0.116391
Dwelling Unit	41	4	0.112183	x 1 =	0.112183
Dwelling Unit	42	4	0.116391	x 1 =	0.116391
Dwelling Unit	43	4	0.135965	x 1 =	0.135965
Dwelling Unit	44	4	0.133230	x 1 =	0.133230
Dwelling Unit	45	4	0.135965	x 1 =	0.135965
Dwelling Unit	46	4	0.116391	x 1 =	0.116391
Dwelling Unit	47	4	0.112183	x 1 =	0.112183
Dwelling Unit	48	4	0.116391	x 1 =	0.116391
Dwelling Unit	49	4	0.179535	x 1 =	0.179535
Dwelling Unit	50	4	0.122495	x 1 =	0.122495
Dwelling Unit	51	4	0.138070	x 1 =	0.138070
Dwelling Unit	52	4	0.136598	x 1 =	0.136598
Dwelling Unit	53	4	0.133230	x 1 =	0.133230
Dwelling Unit	54	4	0.146280	x 1 =	0.146280
Dwelling Unit	55	4	0.116181	x 1 =	0.116181
Dwelling Unit	56	4	0.126284	x 1 =	0.126284
Dwelling Unit	57	4	0.122285	x 1 =	0.122285
Dwelling Unit	1	5	0.155119	x 1 =	0.155119
Dwelling Unit	2	5	0.108183	x 1 =	0.108183
Dwelling Unit	3	5	0.117444	x 1 =	0.117444
Dwelling Unit	4	5	0.117444	x 1 =	0.117444
Dwelling Unit	5	5	0.145858	x 1 =	0.145858
Dwelling Unit	6	5	0.141648	x 1 =	0.141648
Dwelling Unit	7	5	0.145647	x 1 =	0.145647

Riverside Condominiums
Schedule D

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Dwelling Unit	8	5	0.146068	x 1 =	0.146068
Dwelling Unit	9	5	0.135546	x 1 =	0.135546
Dwelling Unit	10	5	0.128810	x 1 =	0.128810
Dwelling Unit	11	5	0.218682	x 1 =	0.218682
Dwelling Unit	12	5	0.142069	x 1 =	0.142069
Dwelling Unit	13	5	0.142069	x 1 =	0.142069
Dwelling Unit	14	5	0.147964	x 1 =	0.147964
Dwelling Unit	15	5	0.154278	x 1 =	0.154278
Dwelling Unit	16	5	0.136597	x 1 =	0.136597
Dwelling Unit	17	5	0.135965	x 1 =	0.135965
Dwelling Unit	18	5	0.135965	x 1 =	0.135965
Dwelling Unit	19	5	0.132808	x 1 =	0.132808
Dwelling Unit	20	5	0.133440	x 1 =	0.133440
Dwelling Unit	21	5	0.174272	x 1 =	0.174272
Dwelling Unit	22	5	0.145647	x 1 =	0.145647
Dwelling Unit	23	5	0.153014	x 1 =	0.153014
Dwelling Unit	24	5	0.102080	x 1 =	0.102080
Dwelling Unit	25	5	0.126916	x 1 =	0.126916
Dwelling Unit	26	5	0.126916	x 1 =	0.126916
Dwelling Unit	27	5	0.126916	x 1 =	0.126916
Dwelling Unit	28	5	0.125231	x 1 =	0.125231
Dwelling Unit	29	5	0.133650	x 1 =	0.133650
Dwelling Unit	30	5	0.114288	x 1 =	0.114288
Dwelling Unit	31	5	0.122285	x 1 =	0.122285
Dwelling Unit	32	5	0.131547	x 1 =	0.131547
Dwelling Unit	33	5	0.138703	x 1 =	0.138703
Dwelling Unit	34	5	0.138703	x 1 =	0.138703
Dwelling Unit	35	5	0.126284	x 1 =	0.126284
Dwelling Unit	36	5	0.116181	x 1 =	0.116181
Dwelling Unit	37	5	0.185638	x 1 =	0.185638
Dwelling Unit	38	5	0.119548	x 1 =	0.119548
Dwelling Unit	39	5	0.179535	x 1 =	0.179535
Dwelling Unit	40	5	0.116391	x 1 =	0.116391
Dwelling Unit	41	5	0.112183	x 1 =	0.112183
Dwelling Unit	42	5	0.116391	x 1 =	0.116391
Dwelling Unit	43	5	0.135965	x 1 =	0.135965
Dwelling Unit	44	5	0.133230	x 1 =	0.133230
Dwelling Unit	45	5	0.135965	x 1 =	0.135965
Dwelling Unit	46	5	0.116391	x 1 =	0.116391
Dwelling Unit	47	5	0.112183	x 1 =	0.112183
Dwelling Unit	48	5	0.116391	x 1 =	0.116391
Dwelling Unit	49	5	0.179535	x 1 =	0.179535
Dwelling Unit	50	5	0.122495	x 1 =	0.122495
Dwelling Unit	51	5	0.138070	x 1 =	0.138070
Dwelling Unit	52	5	0.136598	x 1 =	0.136598
Dwelling Unit	53	5	0.133230	x 1 =	0.133230
Dwelling Unit	54	5	0.146280	x 1 =	0.146280
Dwelling Unit	55	5	0.116181	x 1 =	0.116181
Dwelling Unit	56	5	0.126284	x 1 =	0.126284
Dwelling Unit	57	5	0.122285	x 1 =	0.122285
Dwelling Unit	1	6	0.155119	x 1 =	0.155119
Dwelling Unit	2	6	0.108183	x 1 =	0.108183
Dwelling Unit	3	6	0.117444	x 1 =	0.117444
Dwelling Unit	4	6	0.117444	x 1 =	0.117444
Dwelling Unit	5	6	0.145858	x 1 =	0.145858
Dwelling Unit	6	6	0.141648	x 1 =	0.141648
Dwelling Unit	7	6	0.145647	x 1 =	0.145647

**Riverside Condominiums
Schedule D**

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Dwelling Unit	8	6	0.146068	x 1 =	0.146068
Dwelling Unit	9	6	0.135546	x 1 =	0.135546
Dwelling Unit	10	6	0.128810	x 1 =	0.128810
Dwelling Unit	11	6	0.218682	x 1 =	0.218682
Dwelling Unit	12	6	0.142069	x 1 =	0.142069
Dwelling Unit	13	6	0.142069	x 1 =	0.142069
Dwelling Unit	14	6	0.147964	x 1 =	0.147964
Dwelling Unit	15	6	0.154278	x 1 =	0.154278
Dwelling Unit	16	6	0.136597	x 1 =	0.136597
Dwelling Unit	17	6	0.135965	x 1 =	0.135965
Dwelling Unit	18	6	0.135965	x 1 =	0.135965
Dwelling Unit	19	6	0.132808	x 1 =	0.132808
Dwelling Unit	20	6	0.133440	x 1 =	0.133440
Dwelling Unit	21	6	0.174272	x 1 =	0.174272
Dwelling Unit	22	6	0.145647	x 1 =	0.145647
Dwelling Unit	23	6	0.153014	x 1 =	0.153014
Dwelling Unit	24	6	0.102080	x 1 =	0.102080
Dwelling Unit	25	6	0.126916	x 1 =	0.126916
Dwelling Unit	26	6	0.126916	x 1 =	0.126916
Dwelling Unit	27	6	0.126916	x 1 =	0.126916
Dwelling Unit	28	6	0.125231	x 1 =	0.125231
Dwelling Unit	29	6	0.133650	x 1 =	0.133650
Dwelling Unit	30	6	0.114288	x 1 =	0.114288
Dwelling Unit	31	6	0.122285	x 1 =	0.122285
Dwelling Unit	32	6	0.131547	x 1 =	0.131547
Dwelling Unit	33	6	0.138703	x 1 =	0.138703
Dwelling Unit	34	6	0.138703	x 1 =	0.138703
Dwelling Unit	35	6	0.126284	x 1 =	0.126284
Dwelling Unit	36	6	0.116181	x 1 =	0.116181
Dwelling Unit	37	6	0.185638	x 1 =	0.185638
Dwelling Unit	38	6	0.119548	x 1 =	0.119548
Dwelling Unit	39	6	0.179535	x 1 =	0.179535
Dwelling Unit	40	6	0.116391	x 1 =	0.116391
Dwelling Unit	41	6	0.112183	x 1 =	0.112183
Dwelling Unit	42	6	0.116391	x 1 =	0.116391
Dwelling Unit	43	6	0.135965	x 1 =	0.135965
Dwelling Unit	44	6	0.133230	x 1 =	0.133230
Dwelling Unit	45	6	0.135965	x 1 =	0.135965
Dwelling Unit	46	6	0.116391	x 1 =	0.116391
Dwelling Unit	47	6	0.112183	x 1 =	0.112183
Dwelling Unit	48	6	0.116391	x 1 =	0.116391
Dwelling Unit	49	6	0.179535	x 1 =	0.179535
Dwelling Unit	50	6	0.122495	x 1 =	0.122495
Dwelling Unit	51	6	0.138070	x 1 =	0.138070
Dwelling Unit	52	6	0.136598	x 1 =	0.136598
Dwelling Unit	53	6	0.133230	x 1 =	0.133230
Dwelling Unit	54	6	0.146280	x 1 =	0.146280
Dwelling Unit	55	6	0.116181	x 1 =	0.116181
Dwelling Unit	56	6	0.126284	x 1 =	0.126284
Dwelling Unit	57	6	0.122285	x 1 =	0.122285
Dwelling Unit	1	7	0.114288	x 1 =	0.114288
Dwelling Unit	2	7	0.183112	x 1 =	0.183112
Dwelling Unit	3	7	0.128809	x 1 =	0.128809
Dwelling Unit	4	7	0.218682	x 1 =	0.218682
Dwelling Unit	5	7	0.142069	x 1 =	0.142069
Dwelling Unit	6	7	0.142069	x 1 =	0.142069

**Riverside Condominiums
Schedule D**

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Dwelling Unit	7	7	0.147964	x 1 =	0.147964
Dwelling Unit	8	7	0.154278	x 1 =	0.154278
Dwelling Unit	9	7	0.136597	x 1 =	0.136597
Dwelling Unit	10	7	0.135965	x 1 =	0.135965
Dwelling Unit	11	7	0.135965	x 1 =	0.135965
Dwelling Unit	12	7	0.132808	x 1 =	0.132808
Dwelling Unit	13	7	0.133440	x 1 =	0.133440
Dwelling Unit	14	7	0.174272	x 1 =	0.174272
Dwelling Unit	15	7	0.145647	x 1 =	0.145647
Dwelling Unit	16	7	0.153014	x 1 =	0.153014
Dwelling Unit	17	7	0.102080	x 1 =	0.102080
Dwelling Unit	18	7	0.126916	x 1 =	0.126916
Dwelling Unit	19	7	0.126916	x 1 =	0.126916
Dwelling Unit	20	7	0.126916	x 1 =	0.126916
Dwelling Unit	21	7	0.125231	x 1 =	0.125231
Dwelling Unit	22	7	0.133650	x 1 =	0.133650
Dwelling Unit	23	7	0.114288	x 1 =	0.114288
Dwelling Unit	24	7	0.122285	x 1 =	0.122285
Dwelling Unit	25	7	0.131547	x 1 =	0.131547
Dwelling Unit	26	7	0.138703	x 1 =	0.138703
Dwelling Unit	27	7	0.138703	x 1 =	0.138703
Dwelling Unit	28	7	0.126284	x 1 =	0.126284
Dwelling Unit	29	7	0.116181	x 1 =	0.116181
Dwelling Unit	30	7	0.185638	x 1 =	0.185638
Dwelling Unit	31	7	0.119548	x 1 =	0.119548
Dwelling Unit	32	7	0.179535	x 1 =	0.179535
Dwelling Unit	33	7	0.116391	x 1 =	0.116391
Dwelling Unit	34	7	0.112183	x 1 =	0.112183
Dwelling Unit	35	7	0.116391	x 1 =	0.116391
Dwelling Unit	36	7	0.135965	x 1 =	0.135965
Dwelling Unit	37	7	0.133230	x 1 =	0.133230
Dwelling Unit	38	7	0.135965	x 1 =	0.135965
Dwelling Unit	39	7	0.116391	x 1 =	0.116391
Dwelling Unit	40	7	0.112183	x 1 =	0.112183
Dwelling Unit	41	7	0.116391	x 1 =	0.116391
Dwelling Unit	42	7	0.179535	x 1 =	0.179535
Dwelling Unit	43	7	0.119548	x 1 =	0.119548
Dwelling Unit	44	7	0.185638	x 1 =	0.185638
Dwelling Unit	45	7	0.116181	x 1 =	0.116181
Dwelling Unit	46	7	0.126284	x 1 =	0.126284
Dwelling Unit	47	7	0.122285	x 1 =	0.122285
Dwelling Unit	1	8	0.114287	x 1 =	0.114287
Dwelling Unit	2	8	0.183112	x 1 =	0.183112
Dwelling Unit	3	8	0.128809	x 1 =	0.128809
Dwelling Unit	4	8	0.218682	x 1 =	0.218682
Dwelling Unit	5	8	0.142069	x 1 =	0.142069
Dwelling Unit	6	8	0.142069	x 1 =	0.142069
Dwelling Unit	7	8	0.138281	x 1 =	0.138281
Dwelling Unit	8	8	0.124601	x 1 =	0.124601
Dwelling Unit	9	8	0.193846	x 1 =	0.193846
Dwelling Unit	10	8	0.190899	x 1 =	0.190899
Dwelling Unit	11	8	0.206264	x 1 =	0.206264
Dwelling Unit	12	8	0.145226	x 1 =	0.145226
Dwelling Unit	13	8	0.110710	x 1 =	0.110710
Dwelling Unit	14	8	0.102080	x 1 =	0.102080
Dwelling Unit	15	8	0.126916	x 1 =	0.126916
Dwelling Unit	16	8	0.126916	x 1 =	0.126916

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Updated: 22-Oct-2018

Riverside Condominiums
Schedule D

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Dwelling Unit	17	8	0.126916	x 1 =	0.126916
Dwelling Unit	18	8	0.125231	x 1 =	0.125231
Dwelling Unit	19	8	0.133650	x 1 =	0.133650
Dwelling Unit	20	8	0.114287	x 1 =	0.114287
Dwelling Unit	21	8	0.122285	x 1 =	0.122285
Dwelling Unit	22	8	0.131547	x 1 =	0.131547
Dwelling Unit	23	8	0.138703	x 1 =	0.138703
Dwelling Unit	24	8	0.138703	x 1 =	0.138703
Dwelling Unit	25	8	0.126284	x 1 =	0.126284
Dwelling Unit	26	8	0.116181	x 1 =	0.116181
Dwelling Unit	27	8	0.193426	x 1 =	0.193426
Dwelling Unit	28	8	0.178482	x 1 =	0.178482
Dwelling Unit	29	8	0.171537	x 1 =	0.171537
Dwelling Unit	30	8	0.159749	x 1 =	0.159749
Dwelling Unit	31	8	0.202687	x 1 =	0.202687
Dwelling Unit	32	8	0.202687	x 1 =	0.202687
Dwelling Unit	33	8	0.159749	x 1 =	0.159749
Dwelling Unit	34	8	0.171537	x 1 =	0.171537
Dwelling Unit	35	8	0.178482	x 1 =	0.178482
Dwelling Unit	36	8	0.193426	x 1 =	0.193426
Dwelling Unit	37	8	0.116181	x 1 =	0.116181
Dwelling Unit	38	8	0.126284	x 1 =	0.126284
Dwelling Unit	39	8	0.122285	x 1 =	0.122285
Dwelling Unit	1	9	0.114287	x 1 =	0.114287
Dwelling Unit	2	9	0.183112	x 1 =	0.183112
Dwelling Unit	3	9	0.128809	x 1 =	0.128809
Dwelling Unit	4	9	0.218682	x 1 =	0.218682
Dwelling Unit	5	9	0.142069	x 1 =	0.142069
Dwelling Unit	6	9	0.142069	x 1 =	0.142069
Guest Suite Unit	7	9	0.000001	x 1 =	0.000001
Dwelling Unit	8	9	0.114287	x 1 =	0.114287
Dwelling Unit	1	10	0.114287	x 1 =	0.114287
Dwelling Unit	2	10	0.183112	x 1 =	0.183112
Dwelling Unit	3	10	0.128809	x 1 =	0.128809
Dwelling Unit	4	10	0.218682	x 1 =	0.218682
Dwelling Unit	5	10	0.142069	x 1 =	0.142069
Dwelling Unit	6	10	0.142069	x 1 =	0.142069
Dwelling Unit	7	10	0.211947	x 1 =	0.211947
Dwelling Unit	8	10	0.130493	x 1 =	0.130493
Dwelling Unit	9	10	0.182059	x 1 =	0.182059
Dwelling Unit	10	10	0.114287	x 1 =	0.114287
Dwelling Unit	1	11	0.114287	x 1 =	0.114287
Dwelling Unit	2	11	0.183112	x 1 =	0.183112
Dwelling Unit	3	11	0.128809	x 1 =	0.128809
Dwelling Unit	4	11	0.218682	x 1 =	0.218682
Dwelling Unit	5	11	0.142069	x 1 =	0.142069
Dwelling Unit	6	11	0.142069	x 1 =	0.142069
Dwelling Unit	7	11	0.211947	x 1 =	0.211947
Dwelling Unit	8	11	0.130493	x 1 =	0.130493
Dwelling Unit	9	11	0.182059	x 1 =	0.182059
Dwelling Unit	10	11	0.114287	x 1 =	0.114287

**Riverside Condominiums
Schedule D**

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Dwelling Unit	1	12	0.114287	x 1 =	0.114287
Dwelling Unit	2	12	0.183112	x 1 =	0.183112
Dwelling Unit	3	12	0.128809	x 1 =	0.128809
Dwelling Unit	4	12	0.218682	x 1 =	0.218682
Dwelling Unit	5	12	0.142069	x 1 =	0.142069
Dwelling Unit	6	12	0.142069	x 1 =	0.142069
Dwelling Unit	7	12	0.211947	x 1 =	0.211947
Dwelling Unit	8	12	0.130493	x 1 =	0.130493
Dwelling Unit	9	12	0.182059	x 1 =	0.182059
Dwelling Unit	10	12	0.114287	x 1 =	0.114287
Dwelling Unit	1	13	0.114287	x 1 =	0.114287
Dwelling Unit	2	13	0.183112	x 1 =	0.183112
Dwelling Unit	3	13	0.128809	x 1 =	0.128809
Dwelling Unit	4	13	0.218682	x 1 =	0.218682
Dwelling Unit	5	13	0.142069	x 1 =	0.142069
Dwelling Unit	6	13	0.142069	x 1 =	0.142069
Dwelling Unit	7	13	0.211947	x 1 =	0.211947
Dwelling Unit	8	13	0.130493	x 1 =	0.130493
Dwelling Unit	9	13	0.182059	x 1 =	0.182059
Dwelling Unit	10	13	0.114287	x 1 =	0.114287
Dwelling Unit	1	14	0.114287	x 1 =	0.114287
Dwelling Unit	2	14	0.183112	x 1 =	0.183112
Dwelling Unit	3	14	0.128809	x 1 =	0.128809
Dwelling Unit	4	14	0.218682	x 1 =	0.218682
Dwelling Unit	5	14	0.142069	x 1 =	0.142069
Dwelling Unit	6	14	0.142069	x 1 =	0.142069
Dwelling Unit	7	14	0.211947	x 1 =	0.211947
Dwelling Unit	8	14	0.130493	x 1 =	0.130493
Dwelling Unit	9	14	0.182059	x 1 =	0.182059
Dwelling Unit	10	14	0.114287	x 1 =	0.114287
Dwelling Unit	1	15	0.114287	x 1 =	0.114287
Dwelling Unit	2	15	0.183112	x 1 =	0.183112
Dwelling Unit	3	15	0.128809	x 1 =	0.128809
Dwelling Unit	4	15	0.218682	x 1 =	0.218682
Dwelling Unit	5	15	0.142069	x 1 =	0.142069
Dwelling Unit	6	15	0.142069	x 1 =	0.142069
Dwelling Unit	7	15	0.211947	x 1 =	0.211947
Dwelling Unit	8	15	0.130493	x 1 =	0.130493
Dwelling Unit	9	15	0.182059	x 1 =	0.182059
Dwelling Unit	10	15	0.114287	x 1 =	0.114287
Dwelling Unit	1	16	0.114287	x 1 =	0.114287
Dwelling Unit	2	16	0.183112	x 1 =	0.183112
Dwelling Unit	3	16	0.128809	x 1 =	0.128809
Dwelling Unit	4	16	0.218682	x 1 =	0.218682
Dwelling Unit	5	16	0.142069	x 1 =	0.142069
Dwelling Unit	6	16	0.142069	x 1 =	0.142069
Dwelling Unit	7	16	0.211947	x 1 =	0.211947
Dwelling Unit	8	16	0.130493	x 1 =	0.130493

**Riverside Condominiums
Schedule D**

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Dwelling Unit	9	16	0.182059	x 1 =	0.182059
Dwelling Unit	10	16	0.114287	x 1 =	0.114287
Dwelling Unit	1	17	0.114287	x 1 =	0.114287
Dwelling Unit	2	17	0.183112	x 1 =	0.183112
Dwelling Unit	3	17	0.128809	x 1 =	0.128809
Dwelling Unit	4	17	0.218682	x 1 =	0.218682
Dwelling Unit	5	17	0.142069	x 1 =	0.142069
Dwelling Unit	6	17	0.142069	x 1 =	0.142069
Dwelling Unit	7	17	0.211947	x 1 =	0.211947
Dwelling Unit	8	17	0.130493	x 1 =	0.130493
Dwelling Unit	9	17	0.182059	x 1 =	0.182059
Dwelling Unit	10	17	0.114287	x 1 =	0.114287
Dwelling Unit	1	18	0.114287	x 1 =	0.114287
Dwelling Unit	2	18	0.183112	x 1 =	0.183112
Dwelling Unit	3	18	0.128809	x 1 =	0.128809
Dwelling Unit	4	18	0.218682	x 1 =	0.218682
Dwelling Unit	5	18	0.142069	x 1 =	0.142069
Dwelling Unit	6	18	0.142069	x 1 =	0.142069
Dwelling Unit	7	18	0.211947	x 1 =	0.211947
Dwelling Unit	8	18	0.130493	x 1 =	0.130493
Dwelling Unit	9	18	0.182059	x 1 =	0.182059
Dwelling Unit	10	18	0.114287	x 1 =	0.114287
Dwelling Unit	1	19	0.114287	x 1 =	0.114287
Dwelling Unit	2	19	0.183112	x 1 =	0.183112
Dwelling Unit	3	19	0.128809	x 1 =	0.128809
Dwelling Unit	4	19	0.218682	x 1 =	0.218682
Dwelling Unit	5	19	0.142069	x 1 =	0.142069
Dwelling Unit	6	19	0.142069	x 1 =	0.142069
Dwelling Unit	7	19	0.211947	x 1 =	0.211947
Dwelling Unit	8	19	0.130493	x 1 =	0.130493
Dwelling Unit	9	19	0.182059	x 1 =	0.182059
Dwelling Unit	10	19	0.114287	x 1 =	0.114287
Dwelling Unit	1	20	0.114287	x 1 =	0.114287
Dwelling Unit	2	20	0.183112	x 1 =	0.183112
Dwelling Unit	3	20	0.128809	x 1 =	0.128809
Dwelling Unit	4	20	0.218682	x 1 =	0.218682
Dwelling Unit	5	20	0.142069	x 1 =	0.142069
Dwelling Unit	6	20	0.142069	x 1 =	0.142069
Dwelling Unit	7	20	0.211947	x 1 =	0.211947
Dwelling Unit	8	20	0.130493	x 1 =	0.130493
Dwelling Unit	9	20	0.182059	x 1 =	0.182059
Dwelling Unit	10	20	0.114287	x 1 =	0.114287
Dwelling Unit	1	21	0.114287	x 1 =	0.114287
Dwelling Unit	2	21	0.183112	x 1 =	0.183112
Dwelling Unit	3	21	0.128809	x 1 =	0.128809
Dwelling Unit	4	21	0.218682	x 1 =	0.218682
Dwelling Unit	5	21	0.142069	x 1 =	0.142069
Dwelling Unit	6	21	0.142069	x 1 =	0.142069

Riverside Condominiums
Schedule D

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Dwelling Unit	7	21	0.211947	x 1 =	0.211947
Dwelling Unit	8	21	0.130493	x 1 =	0.130493
Dwelling Unit	9	21	0.182059	x 1 =	0.182059
Dwelling Unit	10	21	0.114287	x 1 =	0.114287
Dwelling Unit	1	22	0.114287	x 1 =	0.114287
Dwelling Unit	2	22	0.183112	x 1 =	0.183112
Dwelling Unit	3	22	0.128809	x 1 =	0.128809
Dwelling Unit	4	22	0.218682	x 1 =	0.218682
Dwelling Unit	5	22	0.142069	x 1 =	0.142069
Dwelling Unit	6	22	0.142069	x 1 =	0.142069
Dwelling Unit	7	22	0.211947	x 1 =	0.211947
Dwelling Unit	8	22	0.130493	x 1 =	0.130493
Dwelling Unit	9	22	0.182059	x 1 =	0.182059
Dwelling Unit	10	22	0.114287	x 1 =	0.114287
Dwelling Unit	1	23	0.114287	x 1 =	0.114287
Dwelling Unit	2	23	0.183112	x 1 =	0.183112
Dwelling Unit	3	23	0.128809	x 1 =	0.128809
Dwelling Unit	4	23	0.218682	x 1 =	0.218682
Dwelling Unit	5	23	0.142069	x 1 =	0.142069
Dwelling Unit	6	23	0.142069	x 1 =	0.142069
Dwelling Unit	7	23	0.211947	x 1 =	0.211947
Dwelling Unit	8	23	0.130493	x 1 =	0.130493
Dwelling Unit	9	23	0.182059	x 1 =	0.182059
Dwelling Unit	10	23	0.114287	x 1 =	0.114287
Dwelling Unit	1	24	0.114287	x 1 =	0.114287
Dwelling Unit	2	24	0.183112	x 1 =	0.183112
Dwelling Unit	3	24	0.128809	x 1 =	0.128809
Dwelling Unit	4	24	0.218682	x 1 =	0.218682
Dwelling Unit	5	24	0.142069	x 1 =	0.142069
Dwelling Unit	6	24	0.142069	x 1 =	0.142069
Dwelling Unit	7	24	0.211947	x 1 =	0.211947
Dwelling Unit	8	24	0.130493	x 1 =	0.130493
Dwelling Unit	9	24	0.182059	x 1 =	0.182059
Dwelling Unit	10	24	0.114287	x 1 =	0.114287
Dwelling Unit	1	25	0.114287	x 1 =	0.114287
Dwelling Unit	2	25	0.183112	x 1 =	0.183112
Dwelling Unit	3	25	0.128809	x 1 =	0.128809
Dwelling Unit	4	25	0.218682	x 1 =	0.218682
Dwelling Unit	5	25	0.142069	x 1 =	0.142069
Dwelling Unit	6	25	0.142069	x 1 =	0.142069
Dwelling Unit	7	25	0.211947	x 1 =	0.211947
Dwelling Unit	8	25	0.130493	x 1 =	0.130493
Dwelling Unit	9	25	0.182059	x 1 =	0.182059
Dwelling Unit	10	25	0.114287	x 1 =	0.114287
Dwelling Unit	1	26	0.114287	x 1 =	0.114287
Dwelling Unit	2	26	0.183112	x 1 =	0.183112
Dwelling Unit	3	26	0.128809	x 1 =	0.128809
Dwelling Unit	4	26	0.218682	x 1 =	0.218682

Riverside Condominiums
Schedule D

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Dwelling Unit	5	26	0.142069	x 1 =	0.142069
Dwelling Unit	6	26	0.142069	x 1 =	0.142069
Dwelling Unit	7	26	0.211947	x 1 =	0.211947
Dwelling Unit	8	26	0.130493	x 1 =	0.130493
Dwelling Unit	9	26	0.182059	x 1 =	0.182059
Dwelling Unit	10	26	0.114287	x 1 =	0.114287
Dwelling Unit	1	27	0.110919	x 1 =	0.110919
Dwelling Unit	2	27	0.223102	x 1 =	0.223102
Dwelling Unit	3	27	0.234468	x 1 =	0.234468
Dwelling Unit	4	27	0.136386	x 1 =	0.136386
Dwelling Unit	5	27	0.136386	x 1 =	0.136386
Dwelling Unit	6	27	0.222470	x 1 =	0.222470
Dwelling Unit	7	27	0.232152	x 1 =	0.232152
Dwelling Unit	8	27	0.110919	x 1 =	0.110919
Dwelling Unit	1	28	0.270880	x 1 =	0.270880
Dwelling Unit	2	28	0.223102	x 1 =	0.223102
Dwelling Unit	3	28	0.234468	x 1 =	0.234468
Dwelling Unit	4	28	0.320552	x 1 =	0.320552
Dwelling Unit	5	28	0.320552	x 1 =	0.320552
Dwelling Unit	6	28	0.166063	x 1 =	0.166063
Dwelling Unit	7	28	0.274879	x 1 =	0.274879
Dwelling Unit	8	28	0.169641	x 1 =	0.169641
Dwelling Unit	9	28	0.299925	x 1 =	0.299925
Parking Unit	1	A	0.014032	x 1 =	0.014032
Parking Unit	2	A	0.014032	x 1 =	0.014032
Parking Unit	3	A	0.014032	x 1 =	0.014032
Parking Unit	4	A	0.014032	x 1 =	0.014032
Parking Unit	5	A	0.014032	x 1 =	0.014032
Parking Unit	6	A	0.014032	x 1 =	0.014032
Parking Unit	7	A	0.014032	x 1 =	0.014032
Parking Unit	8	A	0.014032	x 1 =	0.014032
Parking Unit	9	A	0.014032	x 1 =	0.014032
Parking Unit	10	A	0.014032	x 1 =	0.014032
Parking Unit	11	A	0.014032	x 1 =	0.014032
Parking Unit	12	A	0.014032	x 1 =	0.014032
Parking Unit	13	A	0.014032	x 1 =	0.014032
Parking Unit	14	A	0.014032	x 1 =	0.014032
Parking Unit	15	A	0.014032	x 1 =	0.014032
Parking Unit	16	A	0.014032	x 1 =	0.014032
Parking Unit	17	A	0.014032	x 1 =	0.014032
Parking Unit	18	A	0.014032	x 1 =	0.014032
Parking Unit	19	A	0.014032	x 1 =	0.014032
Parking Unit	20	A	0.014032	x 1 =	0.014032
Parking Unit	21	A	0.014032	x 1 =	0.014032
Parking Unit	22	A	0.014032	x 1 =	0.014032
Parking Unit	23	A	0.014032	x 1 =	0.014032
Parking Unit	24	A	0.014032	x 1 =	0.014032
Parking Unit	25	A	0.014032	x 1 =	0.014032
Parking Unit	26	A	0.014032	x 1 =	0.014032
Parking Unit	27	A	0.014032	x 1 =	0.014032
Parking Unit	28	A	0.014032	x 1 =	0.014032
Parking Unit	29	A	0.014032	x 1 =	0.014032
Parking Unit	30	A	0.014032	x 1 =	0.014032
Parking Unit	31	A	0.014032	x 1 =	0.014032

Riverside Condominiums
Schedule D

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Parking Unit	32	A	0.014032	x 1 =	0.014032
Parking Unit	33	A	0.014032	x 1 =	0.014032
Parking Unit	34	A	0.014032	x 1 =	0.014032
Parking Unit	35	A	0.014032	x 1 =	0.014032
Parking Unit	36	A	0.014032	x 1 =	0.014032
Parking Unit	37	A	0.014032	x 1 =	0.014032
Parking Unit	38	A	0.014032	x 1 =	0.014032
Parking Unit	39	A	0.014032	x 1 =	0.014032
Parking Unit	40	A	0.014032	x 1 =	0.014032
Parking Unit	41	A	0.014032	x 1 =	0.014032
Parking Unit	42	A	0.014032	x 1 =	0.014032
Parking Unit	43	A	0.014032	x 1 =	0.014032
Parking Unit	44	A	0.014032	x 1 =	0.014032
Parking Unit	45	A	0.014032	x 1 =	0.014032
Parking Unit	46	A	0.014032	x 1 =	0.014032
Parking Unit	47	A	0.014032	x 1 =	0.014032
Parking Unit	48	A	0.014032	x 1 =	0.014032
Parking Unit	49	A	0.014032	x 1 =	0.014032
Parking Unit	50	A	0.014032	x 1 =	0.014032
Parking Unit	51	A	0.014032	x 1 =	0.014032
Parking Unit	52	A	0.014032	x 1 =	0.014032
Parking Unit	53	A	0.014032	x 1 =	0.014032
Parking Unit	54	A	0.014032	x 1 =	0.014032
Parking Unit	55	A	0.014032	x 1 =	0.014032
Parking Unit	56	A	0.014032	x 1 =	0.014032
Parking Unit	57	A	0.014032	x 1 =	0.014032
Parking Unit	58	A	0.014032	x 1 =	0.014032
Parking Unit	59	A	0.014032	x 1 =	0.014032
Parking Unit	60	A	0.014032	x 1 =	0.014032
Parking Unit	61	A	0.014032	x 1 =	0.014032
Parking Unit	62	A	0.014032	x 1 =	0.014032
Parking Unit	63	A	0.014032	x 1 =	0.014032
Parking Unit	64	A	0.014032	x 1 =	0.014032
Parking Unit	65	A	0.014032	x 1 =	0.014032
Parking Unit	66	A	0.014032	x 1 =	0.014032
Parking Unit	67	A	0.014032	x 1 =	0.014032
Parking Unit	68	A	0.014032	x 1 =	0.014032
Parking Unit	69	A	0.014032	x 1 =	0.014032
Parking Unit	70	A	0.014032	x 1 =	0.014032
Parking Unit	71	A	0.014032	x 1 =	0.014032
Parking Unit	72	A	0.014032	x 1 =	0.014032
Parking Unit	73	A	0.014032	x 1 =	0.014032
Parking Unit	74	A	0.014032	x 1 =	0.014032
Parking Unit	75	A	0.014032	x 1 =	0.014032
Parking Unit	76	A	0.014032	x 1 =	0.014032
Parking Unit	77	A	0.014032	x 1 =	0.014032
Parking Unit	78	A	0.014032	x 1 =	0.014032
Parking Unit	79	A	0.014032	x 1 =	0.014032
Parking Unit	80	A	0.014032	x 1 =	0.014032
Parking Unit	81	A	0.014032	x 1 =	0.014032
Parking Unit	82	A	0.014032	x 1 =	0.014032
Parking Unit	83	A	0.014032	x 1 =	0.014032
Parking Unit	84	A	0.014032	x 1 =	0.014032
Parking Unit	85	A	0.014032	x 1 =	0.014032
Parking Unit	86	A	0.014032	x 1 =	0.014032
Parking Unit	87	A	0.014032	x 1 =	0.014032
Parking Unit	88	A	0.014032	x 1 =	0.014032
Parking Unit	89	A	0.014032	x 1 =	0.014032
Parking Unit	90	A	0.014032	x 1 =	0.014032
Parking Unit	91	A	0.014032	x 1 =	0.014032
Parking Unit	92	A	0.014032	x 1 =	0.014032
Parking Unit	93	A	0.014032	x 1 =	0.014032
Parking Unit	94	A	0.014032	x 1 =	0.014032

**Riverside Condominiums
Schedule D**

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Parking Unit	95	A	0.014032	x 1 =	0.014032
Parking Unit	96	A	0.014032	x 1 =	0.014032
Parking Unit	97	A	0.014032	x 1 =	0.014032
Parking Unit	98	A	0.014032	x 1 =	0.014032
Parking Unit	99	A	0.014032	x 1 =	0.014032
Parking Unit	100	A	0.014032	x 1 =	0.014032
Parking Unit	101	A	0.014032	x 1 =	0.014032
Parking Unit	102	A	0.014032	x 1 =	0.014032
Parking Unit	103	A	0.014032	x 1 =	0.014032
Parking Unit	104	A	0.014032	x 1 =	0.014032
Parking Unit	105	A	0.014032	x 1 =	0.014032
Parking Unit	106	A	0.014032	x 1 =	0.014032
Parking Unit	107	A	0.014032	x 1 =	0.014032
Parking Unit	108	A	0.014032	x 1 =	0.014032
Parking Unit	109	A	0.014032	x 1 =	0.014032
Parking Unit	110	A	0.014032	x 1 =	0.014032
Parking Unit	111	A	0.014032	x 1 =	0.014032
Parking Unit	112	A	0.014032	x 1 =	0.014032
Parking Unit	113	A	0.014032	x 1 =	0.014032
Parking Unit	114	A	0.014032	x 1 =	0.014032
Parking Unit	115	A	0.014032	x 1 =	0.014032
Parking Unit	116	A	0.014032	x 1 =	0.014032
Parking Unit	117	A	0.014032	x 1 =	0.014032
Parking Unit	118	A	0.014032	x 1 =	0.014032
Parking Unit	119	A	0.014032	x 1 =	0.014032
Parking Unit	120	A	0.014032	x 1 =	0.014032
Parking Unit	121	A	0.014032	x 1 =	0.014032
Parking Unit	122	A	0.014032	x 1 =	0.014032
Parking Unit	123	A	0.014032	x 1 =	0.014032
Parking Unit	124	A	0.014032	x 1 =	0.014032
Parking Unit	125	A	0.014032	x 1 =	0.014032
Parking Unit	126	A	0.014032	x 1 =	0.014032
Parking Unit	127	A	0.014032	x 1 =	0.014032
Parking Unit	128	A	0.014032	x 1 =	0.014032
Parking Unit	129	A	0.014032	x 1 =	0.014032
Parking Unit	130	A	0.014032	x 1 =	0.014032
Parking Unit	131	A	0.014032	x 1 =	0.014032
Parking Unit	132	A	0.014032	x 1 =	0.014032
Parking Unit	133	A	0.014032	x 1 =	0.014032
Parking Unit	134	A	0.014032	x 1 =	0.014032
Parking Unit	135	A	0.014032	x 1 =	0.014032
Parking Unit	136	A	0.014032	x 1 =	0.014032
Parking Unit	137	A	0.014032	x 1 =	0.014032
Parking Unit	138	A	0.014032	x 1 =	0.014032
Parking Unit	139	A	0.014032	x 1 =	0.014032
Parking Unit	140	A	0.014032	x 1 =	0.014032
Parking Unit	141	A	0.014032	x 1 =	0.014032
Parking Unit	142	A	0.014032	x 1 =	0.014032
Parking Unit	143	A	0.014032	x 1 =	0.014032
Parking Unit	144	A	0.014032	x 1 =	0.014032
Parking Unit	145	A	0.014032	x 1 =	0.014032
Parking Unit	146	A	0.014032	x 1 =	0.014032
Parking Unit	147	A	0.014032	x 1 =	0.014032
Parking Unit	148	A	0.014032	x 1 =	0.014032
Parking Unit	149	A	0.014032	x 1 =	0.014032
Parking Unit	150	A	0.014032	x 1 =	0.014032
Parking Unit	151	A	0.014032	x 1 =	0.014032
Parking Unit	152	A	0.014032	x 1 =	0.014032
Parking Unit	153	A	0.014032	x 1 =	0.014032
Parking Unit	154	A	0.014032	x 1 =	0.014032
Parking Unit	155	A	0.014032	x 1 =	0.014032
Parking Unit	156	A	0.014032	x 1 =	0.014032
Parking Unit	157	A	0.014032	x 1 =	0.014032

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Updated: 22-Oct-2018

**Riverside Condominiums
Schedule D**

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Parking Unit	158	A	0.014032	x 1 =	0.014032
Parking Unit	159	A	0.014032	x 1 =	0.014032
Parking Unit	160	A	0.014032	x 1 =	0.014032
Parking Unit	161	A	0.014032	x 1 =	0.014032
Parking Unit	162	A	0.014032	x 1 =	0.014032
Parking Unit	163	A	0.014032	x 1 =	0.014032
Parking Unit	164	A	0.014032	x 1 =	0.014032
Parking Unit	165	A	0.014032	x 1 =	0.014032
Parking Unit	166	A	0.014032	x 1 =	0.014032
Parking Unit	167	A	0.014032	x 1 =	0.014032
Parking Unit	168	A	0.014032	x 1 =	0.014032
Parking Unit	169	A	0.014032	x 1 =	0.014032
Parking Unit	170	A	0.014032	x 1 =	0.014032
Parking Unit	171	A	0.014032	x 1 =	0.014032
Locker Unit	172	A	0.002506	x 1 =	0.002506
Locker Unit	173	A	0.002506	x 1 =	0.002506
Locker Unit	174	A	0.002506	x 1 =	0.002506
Locker Unit	175	A	0.002506	x 1 =	0.002506
Locker Unit	176	A	0.002506	x 1 =	0.002506
Locker Unit	177	A	0.002506	x 1 =	0.002506
Locker Unit	178	A	0.002506	x 1 =	0.002506
Locker Unit	179	A	0.002506	x 1 =	0.002506
Locker Unit	180	A	0.002506	x 1 =	0.002506
Locker Unit	181	A	0.002506	x 1 =	0.002506
Locker Unit	182	A	0.002506	x 1 =	0.002506
Locker Unit	183	A	0.002506	x 1 =	0.002506
Locker Unit	184	A	0.002506	x 1 =	0.002506
Locker Unit	185	A	0.002506	x 1 =	0.002506
Locker Unit	186	A	0.002506	x 1 =	0.002506
Locker Unit	187	A	0.002506	x 1 =	0.002506
Locker Unit	188	A	0.002506	x 1 =	0.002506
Locker Unit	189	A	0.002506	x 1 =	0.002506
Locker Unit	190	A	0.002506	x 1 =	0.002506
Locker Unit	191	A	0.002506	x 1 =	0.002506
Locker Unit	192	A	0.002506	x 1 =	0.002506
Locker Unit	193	A	0.002506	x 1 =	0.002506
Locker Unit	194	A	0.002506	x 1 =	0.002506
Locker Unit	195	A	0.002506	x 1 =	0.002506
Locker Unit	196	A	0.002506	x 1 =	0.002506
Locker Unit	197	A	0.002506	x 1 =	0.002506
Locker Unit	198	A	0.002506	x 1 =	0.002506
Locker Unit	199	A	0.002506	x 1 =	0.002506
Locker Unit	200	A	0.002506	x 1 =	0.002506
Locker Unit	201	A	0.002506	x 1 =	0.002506
Locker Unit	202	A	0.002506	x 1 =	0.002506
Locker Unit	203	A	0.002506	x 1 =	0.002506
Locker Unit	204	A	0.002506	x 1 =	0.002506
Locker Unit	205	A	0.002506	x 1 =	0.002506
Locker Unit	206	A	0.002506	x 1 =	0.002506
Locker Unit	207	A	0.002506	x 1 =	0.002506
Locker Unit	208	A	0.002506	x 1 =	0.002506
Locker Unit	209	A	0.002506	x 1 =	0.002506
Locker Unit	210	A	0.002506	x 1 =	0.002506
Locker Unit	211	A	0.002506	x 1 =	0.002506
Locker Unit	212	A	0.002506	x 1 =	0.002506
Locker Unit	213	A	0.002506	x 1 =	0.002506
Locker Unit	214	A	0.002506	x 1 =	0.002506
Locker Unit	215	A	0.002506	x 1 =	0.002506
Locker Unit	216	A	0.002506	x 1 =	0.002506
Locker Unit	217	A	0.002506	x 1 =	0.002506
Locker Unit	218	A	0.002506	x 1 =	0.002506
Locker Unit	219	A	0.002506	x 1 =	0.002506
Locker Unit	220	A	0.002506	x 1 =	0.002506

Riverside Condominiums
Schedule D

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Locker Unit	221	A	0.002506	x 1 =	0.002506
Locker Unit	222	A	0.002506	x 1 =	0.002506
Locker Unit	223	A	0.002506	x 1 =	0.002506
Locker Unit	224	A	0.002506	x 1 =	0.002506
Locker Unit	225	A	0.002506	x 1 =	0.002506
Locker Unit	226	A	0.002506	x 1 =	0.002506
Locker Unit	227	A	0.002506	x 1 =	0.002506
Locker Unit	228	A	0.002506	x 1 =	0.002506
Locker Unit	229	A	0.002506	x 1 =	0.002506
Locker Unit	230	A	0.002506	x 1 =	0.002506
Locker Unit	231	A	0.002506	x 1 =	0.002506
Locker Unit	232	A	0.002506	x 1 =	0.002506
Locker Unit	233	A	0.002506	x 1 =	0.002506
Locker Unit	234	A	0.002506	x 1 =	0.002506
Locker Unit	235	A	0.002506	x 1 =	0.002506
Locker Unit	236	A	0.002506	x 1 =	0.002506
Locker Unit	237	A	0.002506	x 1 =	0.002506
Locker Unit	238	A	0.002506	x 1 =	0.002506
Locker Unit	239	A	0.002506	x 1 =	0.002506
Locker Unit	240	A	0.002506	x 1 =	0.002506
Locker Unit	241	A	0.002506	x 1 =	0.002506
Locker Unit	242	A	0.002506	x 1 =	0.002506
Locker Unit	243	A	0.002506	x 1 =	0.002506
Locker Unit	244	A	0.002506	x 1 =	0.002506
Locker Unit	245	A	0.002506	x 1 =	0.002506
Locker Unit	246	A	0.002506	x 1 =	0.002506
Locker Unit	247	A	0.002506	x 1 =	0.002506
Locker Unit	248	A	0.002506	x 1 =	0.002506
Locker Unit	249	A	0.002506	x 1 =	0.002506
Locker Unit	250	A	0.002506	x 1 =	0.002506
Locker Unit	251	A	0.002506	x 1 =	0.002506
Locker Unit	252	A	0.002506	x 1 =	0.002506
Locker Unit	253	A	0.002506	x 1 =	0.002506
Locker Unit	254	A	0.002506	x 1 =	0.002506
Locker Unit	255	A	0.002506	x 1 =	0.002506
Locker Unit	256	A	0.002506	x 1 =	0.002506
Locker Unit	257	A	0.002506	x 1 =	0.002506
Locker Unit	258	A	0.002506	x 1 =	0.002506
Locker Unit	259	A	0.002506	x 1 =	0.002506
Locker Unit	260	A	0.002506	x 1 =	0.002506
Locker Unit	261	A	0.002506	x 1 =	0.002506
Locker Unit	262	A	0.002506	x 1 =	0.002506
Locker Unit	263	A	0.002506	x 1 =	0.002506
Locker Unit	264	A	0.002506	x 1 =	0.002506
Locker Unit	265	A	0.002506	x 1 =	0.002506
Locker Unit	266	A	0.002506	x 1 =	0.002506
Locker Unit	267	A	0.002506	x 1 =	0.002506
Locker Unit	268	A	0.002506	x 1 =	0.002506
Locker Unit	269	A	0.002506	x 1 =	0.002506
Locker Unit	270	A	0.002506	x 1 =	0.002506
Locker Unit	271	A	0.002506	x 1 =	0.002506
Locker Unit	272	A	0.002506	x 1 =	0.002506
Locker Unit	273	A	0.002506	x 1 =	0.002506
Locker Unit	274	A	0.002506	x 1 =	0.002506
Locker Unit	275	A	0.002506	x 1 =	0.002506
Locker Unit	276	A	0.002506	x 1 =	0.002506
Locker Unit	277	A	0.002506	x 1 =	0.002506
Locker Unit	278	A	0.002506	x 1 =	0.002506
Locker Unit	279	A	0.002506	x 1 =	0.002506
Locker Unit	280	A	0.002506	x 1 =	0.002506
Locker Unit	281	A	0.002506	x 1 =	0.002506
Locker Unit	282	A	0.002506	x 1 =	0.002506
Locker Unit	283	A	0.002506	x 1 =	0.002506

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**Riverside Condominiums
Schedule D**

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Locker Unit	284	A	0.002506	x 1 =	0.002506
Locker Unit	285	A	0.002506	x 1 =	0.002506
Locker Unit	286	A	0.002506	x 1 =	0.002506
Locker Unit	287	A	0.002506	x 1 =	0.002506
Locker Unit	288	A	0.002506	x 1 =	0.002506
Locker Unit	289	A	0.002506	x 1 =	0.002506
Locker Unit	290	A	0.002506	x 1 =	0.002506
Locker Unit	291	A	0.002506	x 1 =	0.002506
Locker Unit	292	A	0.002506	x 1 =	0.002506
Locker Unit	293	A	0.002506	x 1 =	0.002506
Locker Unit	294	A	0.002506	x 1 =	0.002506
Locker Unit	295	A	0.002506	x 1 =	0.002506
Locker Unit	296	A	0.002506	x 1 =	0.002506
Parking Unit	1	B	0.014032	x 1 =	0.014032
Parking Unit	2	B	0.014032	x 1 =	0.014032
Parking Unit	3	B	0.014032	x 1 =	0.014032
Parking Unit	4	B	0.014032	x 1 =	0.014032
Parking Unit	5	B	0.014032	x 1 =	0.014032
Parking Unit	6	B	0.014032	x 1 =	0.014032
Parking Unit	7	B	0.014032	x 1 =	0.014032
Parking Unit	8	B	0.014032	x 1 =	0.014032
Parking Unit	9	B	0.014032	x 1 =	0.014032
Parking Unit	10	B	0.014032	x 1 =	0.014032
Parking Unit	11	B	0.014032	x 1 =	0.014032
Parking Unit	12	B	0.014032	x 1 =	0.014032
Parking Unit	13	B	0.014032	x 1 =	0.014032
Parking Unit	14	B	0.014032	x 1 =	0.014032
Parking Unit	15	B	0.014032	x 1 =	0.014032
Parking Unit	16	B	0.014032	x 1 =	0.014032
Parking Unit	17	B	0.014032	x 1 =	0.014032
Parking Unit	18	B	0.014032	x 1 =	0.014032
Parking Unit	19	B	0.014032	x 1 =	0.014032
Parking Unit	20	B	0.014032	x 1 =	0.014032
Parking Unit	21	B	0.014032	x 1 =	0.014032
Parking Unit	22	B	0.014032	x 1 =	0.014032
Parking Unit	23	B	0.014032	x 1 =	0.014032
Parking Unit	24	B	0.014032	x 1 =	0.014032
Parking Unit	25	B	0.014032	x 1 =	0.014032
Parking Unit	26	B	0.014032	x 1 =	0.014032
Parking Unit	27	B	0.014032	x 1 =	0.014032
Parking Unit	28	B	0.014032	x 1 =	0.014032
Parking Unit	29	B	0.014032	x 1 =	0.014032
Parking Unit	30	B	0.014032	x 1 =	0.014032
Parking Unit	31	B	0.014032	x 1 =	0.014032
Parking Unit	32	B	0.014032	x 1 =	0.014032
Parking Unit	33	B	0.014032	x 1 =	0.014032
Parking Unit	34	B	0.014032	x 1 =	0.014032
Parking Unit	35	B	0.014032	x 1 =	0.014032
Parking Unit	36	B	0.014032	x 1 =	0.014032
Parking Unit	37	B	0.014032	x 1 =	0.014032
Parking Unit	38	B	0.014032	x 1 =	0.014032
Parking Unit	39	B	0.014032	x 1 =	0.014032
Parking Unit	40	B	0.014032	x 1 =	0.014032
Parking Unit	41	B	0.014032	x 1 =	0.014032
Parking Unit	42	B	0.014032	x 1 =	0.014032
Parking Unit	43	B	0.014032	x 1 =	0.014032
Parking Unit	44	B	0.014032	x 1 =	0.014032
Parking Unit	45	B	0.014032	x 1 =	0.014032
Parking Unit	46	B	0.014032	x 1 =	0.014032
Parking Unit	47	B	0.014032	x 1 =	0.014032
Parking Unit	48	B	0.014032	x 1 =	0.014032
Parking Unit	49	B	0.014032	x 1 =	0.014032

**Riverside Condominiums
Schedule D**

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Parking Unit	50	B	0.014032	x 1 =	0.014032
Parking Unit	51	B	0.014032	x 1 =	0.014032
Parking Unit	52	B	0.014032	x 1 =	0.014032
Parking Unit	53	B	0.014032	x 1 =	0.014032
Parking Unit	54	B	0.014032	x 1 =	0.014032
Parking Unit	55	B	0.014032	x 1 =	0.014032
Parking Unit	56	B	0.014032	x 1 =	0.014032
Parking Unit	57	B	0.014032	x 1 =	0.014032
Parking Unit	58	B	0.014032	x 1 =	0.014032
Parking Unit	59	B	0.014032	x 1 =	0.014032
Parking Unit	60	B	0.014032	x 1 =	0.014032
Parking Unit	61	B	0.014032	x 1 =	0.014032
Parking Unit	62	B	0.014032	x 1 =	0.014032
Parking Unit	63	B	0.014032	x 1 =	0.014032
Parking Unit	64	B	0.014032	x 1 =	0.014032
Parking Unit	65	B	0.014032	x 1 =	0.014032
Parking Unit	66	B	0.014032	x 1 =	0.014032
Parking Unit	67	B	0.014032	x 1 =	0.014032
Parking Unit	68	B	0.014032	x 1 =	0.014032
Parking Unit	69	B	0.014032	x 1 =	0.014032
Parking Unit	70	B	0.014032	x 1 =	0.014032
Parking Unit	71	B	0.014032	x 1 =	0.014032
Parking Unit	72	B	0.014032	x 1 =	0.014032
Parking Unit	73	B	0.014032	x 1 =	0.014032
Parking Unit	74	B	0.014032	x 1 =	0.014032
Parking Unit	75	B	0.014032	x 1 =	0.014032
Parking Unit	76	B	0.014032	x 1 =	0.014032
Parking Unit	77	B	0.014032	x 1 =	0.014032
Parking Unit	78	B	0.014032	x 1 =	0.014032
Parking Unit	79	B	0.014032	x 1 =	0.014032
Parking Unit	80	B	0.014032	x 1 =	0.014032
Parking Unit	81	B	0.014032	x 1 =	0.014032
Parking Unit	82	B	0.014032	x 1 =	0.014032
Parking Unit	83	B	0.014032	x 1 =	0.014032
Parking Unit	84	B	0.014032	x 1 =	0.014032
Parking Unit	85	B	0.014032	x 1 =	0.014032
Parking Unit	86	B	0.014032	x 1 =	0.014032
Parking Unit	87	B	0.014032	x 1 =	0.014032
Parking Unit	88	B	0.014032	x 1 =	0.014032
Parking Unit	89	B	0.014032	x 1 =	0.014032
Parking Unit	90	B	0.014032	x 1 =	0.014032
Parking Unit	91	B	0.014032	x 1 =	0.014032
Parking Unit	92	B	0.014032	x 1 =	0.014032
Parking Unit	93	B	0.014032	x 1 =	0.014032
Parking Unit	94	B	0.014032	x 1 =	0.014032
Parking Unit	95	B	0.014032	x 1 =	0.014032
Parking Unit	96	B	0.014032	x 1 =	0.014032
Parking Unit	97	B	0.014032	x 1 =	0.014032
Parking Unit	98	B	0.014032	x 1 =	0.014032
Parking Unit	99	B	0.014032	x 1 =	0.014032
Parking Unit	100	B	0.014032	x 1 =	0.014032
Parking Unit	101	B	0.014032	x 1 =	0.014032
Parking Unit	102	B	0.014032	x 1 =	0.014032
Parking Unit	103	B	0.014032	x 1 =	0.014032
Parking Unit	104	B	0.014032	x 1 =	0.014032
Parking Unit	105	B	0.014032	x 1 =	0.014032
Parking Unit	106	B	0.014032	x 1 =	0.014032
Parking Unit	107	B	0.014032	x 1 =	0.014032
Parking Unit	108	B	0.014032	x 1 =	0.014032
Parking Unit	109	B	0.014032	x 1 =	0.014032
Parking Unit	110	B	0.014032	x 1 =	0.014032
Parking Unit	111	B	0.014032	x 1 =	0.014032
Parking Unit	112	B	0.014032	x 1 =	0.014032

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Updated: 22-Oct-2018

Riverside Condominiums
Schedule D

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Parking Unit	113	B	0.014032	x 1 =	0.014032
Parking Unit	114	B	0.014032	x 1 =	0.014032
Parking Unit	115	B	0.014032	x 1 =	0.014032
Parking Unit	116	B	0.014032	x 1 =	0.014032
Parking Unit	117	B	0.014032	x 1 =	0.014032
Parking Unit	118	B	0.014032	x 1 =	0.014032
Parking Unit	119	B	0.014032	x 1 =	0.014032
Parking Unit	120	B	0.014032	x 1 =	0.014032
Parking Unit	121	B	0.014032	x 1 =	0.014032
Parking Unit	122	B	0.014032	x 1 =	0.014032
Parking Unit	123	B	0.014032	x 1 =	0.014032
Parking Unit	124	B	0.014032	x 1 =	0.014032
Parking Unit	125	B	0.014032	x 1 =	0.014032
Parking Unit	126	B	0.014032	x 1 =	0.014032
Parking Unit	127	B	0.014032	x 1 =	0.014032
Parking Unit	128	B	0.014032	x 1 =	0.014032
Parking Unit	129	B	0.014032	x 1 =	0.014032
Parking Unit	130	B	0.014032	x 1 =	0.014032
Parking Unit	131	B	0.014032	x 1 =	0.014032
Parking Unit	132	B	0.014032	x 1 =	0.014032
Parking Unit	133	B	0.014032	x 1 =	0.014032
Parking Unit	134	B	0.014032	x 1 =	0.014032
Parking Unit	135	B	0.014032	x 1 =	0.014032
Parking Unit	136	B	0.014032	x 1 =	0.014032
Parking Unit	137	B	0.014032	x 1 =	0.014032
Parking Unit	138	B	0.014032	x 1 =	0.014032
Parking Unit	139	B	0.014032	x 1 =	0.014032
Parking Unit	140	B	0.014032	x 1 =	0.014032
Parking Unit	141	B	0.014032	x 1 =	0.014032
Parking Unit	142	B	0.014032	x 1 =	0.014032
Parking Unit	143	B	0.014032	x 1 =	0.014032
Parking Unit	144	B	0.014032	x 1 =	0.014032
Parking Unit	145	B	0.014032	x 1 =	0.014032
Parking Unit	146	B	0.014032	x 1 =	0.014032
Parking Unit	147	B	0.014032	x 1 =	0.014032
Parking Unit	148	B	0.014032	x 1 =	0.014032
Parking Unit	149	B	0.014032	x 1 =	0.014032
Parking Unit	150	B	0.014032	x 1 =	0.014032
Parking Unit	151	B	0.014032	x 1 =	0.014032
Parking Unit	152	B	0.014032	x 1 =	0.014032
Parking Unit	153	B	0.014032	x 1 =	0.014032
Parking Unit	154	B	0.014032	x 1 =	0.014032
Parking Unit	155	B	0.014032	x 1 =	0.014032
Parking Unit	156	B	0.014032	x 1 =	0.014032
Parking Unit	157	B	0.014032	x 1 =	0.014032
Parking Unit	158	B	0.014032	x 1 =	0.014032
Parking Unit	159	B	0.014032	x 1 =	0.014032
Parking Unit	160	B	0.014032	x 1 =	0.014032
Parking Unit	161	B	0.014032	x 1 =	0.014032
Parking Unit	162	B	0.014032	x 1 =	0.014032
Parking Unit	163	B	0.014032	x 1 =	0.014032
Parking Unit	164	B	0.014032	x 1 =	0.014032
Parking Unit	165	B	0.014032	x 1 =	0.014032
Parking Unit	166	B	0.014032	x 1 =	0.014032
Parking Unit	167	B	0.014032	x 1 =	0.014032
Parking Unit	168	B	0.014032	x 1 =	0.014032
Parking Unit	169	B	0.014032	x 1 =	0.014032
Parking Unit	170	B	0.014032	x 1 =	0.014032
Parking Unit	171	B	0.014032	x 1 =	0.014032
Parking Unit	172	B	0.014032	x 1 =	0.014032
Parking Unit	173	B	0.014032	x 1 =	0.014032
Parking Unit	174	B	0.014032	x 1 =	0.014032
Parking Unit	175	B	0.014032	x 1 =	0.014032

**Riverside Condominiums
Schedule D**

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Parking Unit	176	B	0.014032	x 1 =	0.014032
Parking Unit	177	B	0.014032	x 1 =	0.014032
Parking Unit	178	B	0.014032	x 1 =	0.014032
Parking Unit	179	B	0.014032	x 1 =	0.014032
Parking Unit	180	B	0.014032	x 1 =	0.014032
Parking Unit	181	B	0.014032	x 1 =	0.014032
Parking Unit	182	B	0.014032	x 1 =	0.014032
Parking Unit	183	B	0.014032	x 1 =	0.014032
Parking Unit	184	B	0.014032	x 1 =	0.014032
Parking Unit	185	B	0.014032	x 1 =	0.014032
Parking Unit	186	B	0.014032	x 1 =	0.014032
Parking Unit	187	B	0.014032	x 1 =	0.014032
Parking Unit	188	B	0.014032	x 1 =	0.014032
Parking Unit	189	B	0.014032	x 1 =	0.014032
Parking Unit	190	B	0.014032	x 1 =	0.014032
Parking Unit	191	B	0.014032	x 1 =	0.014032
Parking Unit	192	B	0.014032	x 1 =	0.014032
Parking Unit	193	B	0.014032	x 1 =	0.014032
Parking Unit	194	B	0.014032	x 1 =	0.014032
Parking Unit	195	B	0.014032	x 1 =	0.014032
Parking Unit	196	B	0.014032	x 1 =	0.014032
Parking Unit	197	B	0.014032	x 1 =	0.014032
Parking Unit	198	B	0.014032	x 1 =	0.014032
Parking Unit	199	B	0.014032	x 1 =	0.014032
Parking Unit	200	B	0.014032	x 1 =	0.014032
Parking Unit	201	B	0.014032	x 1 =	0.014032
Parking Unit	202	B	0.014032	x 1 =	0.014032
Parking Unit	203	B	0.014032	x 1 =	0.014032
Parking Unit	204	B	0.014032	x 1 =	0.014032
Parking Unit	205	B	0.014032	x 1 =	0.014032
Parking Unit	206	B	0.014032	x 1 =	0.014032
Parking Unit	207	B	0.014032	x 1 =	0.014032
Parking Unit	208	B	0.014032	x 1 =	0.014032
Parking Unit	209	B	0.014032	x 1 =	0.014032
Parking Unit	210	B	0.014032	x 1 =	0.014032
Parking Unit	211	B	0.014032	x 1 =	0.014032
Parking Unit	212	B	0.014032	x 1 =	0.014032
Parking Unit	213	B	0.014032	x 1 =	0.014032
Parking Unit	214	B	0.014032	x 1 =	0.014032
Parking Unit	215	B	0.014032	x 1 =	0.014032
Parking Unit	216	B	0.014032	x 1 =	0.014032
Parking Unit	217	B	0.014032	x 1 =	0.014032
Parking Unit	218	B	0.014032	x 1 =	0.014032
Parking Unit	219	B	0.014032	x 1 =	0.014032
Parking Unit	220	B	0.014032	x 1 =	0.014032
Parking Unit	221	B	0.014032	x 1 =	0.014032
Parking Unit	222	B	0.014032	x 1 =	0.014032
Parking Unit	223	B	0.014032	x 1 =	0.014032
Parking Unit	224	B	0.014032	x 1 =	0.014032
Parking Unit	225	B	0.014032	x 1 =	0.014032
Parking Unit	226	B	0.014032	x 1 =	0.014032
Parking Unit	227	B	0.014032	x 1 =	0.014032
Parking Unit	228	B	0.014032	x 1 =	0.014032
Parking Unit	229	B	0.014032	x 1 =	0.014032
Parking Unit	230	B	0.014032	x 1 =	0.014032
Parking Unit	231	B	0.014032	x 1 =	0.014032
Parking Unit	232	B	0.014032	x 1 =	0.014032
Parking Unit	233	B	0.014032	x 1 =	0.014032
Parking Unit	234	B	0.014032	x 1 =	0.014032
Parking Unit	235	B	0.014032	x 1 =	0.014032
Parking Unit	236	B	0.014032	x 1 =	0.014032
Parking Unit	237	B	0.014032	x 1 =	0.014032
Parking Unit	238	B	0.014032	x 1 =	0.014032

**Riverside Condominiums
Schedule D**

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Parking Unit	239	B	0.014032	x 1 =	0.014032
Parking Unit	240	B	0.014032	x 1 =	0.014032
Locker Unit	241	B	0.002506	x 1 =	0.002506
Locker Unit	242	B	0.002506	x 1 =	0.002506
Locker Unit	243	B	0.002506	x 1 =	0.002506
Locker Unit	244	B	0.002506	x 1 =	0.002506
Locker Unit	245	B	0.002506	x 1 =	0.002506
Locker Unit	246	B	0.002506	x 1 =	0.002506
Locker Unit	247	B	0.002506	x 1 =	0.002506
Locker Unit	248	B	0.002506	x 1 =	0.002506
Locker Unit	249	B	0.002506	x 1 =	0.002506
Locker Unit	250	B	0.002506	x 1 =	0.002506
Locker Unit	251	B	0.002506	x 1 =	0.002506
Locker Unit	252	B	0.002506	x 1 =	0.002506
Locker Unit	253	B	0.002506	x 1 =	0.002506
Locker Unit	254	B	0.002506	x 1 =	0.002506
Locker Unit	255	B	0.002506	x 1 =	0.002506
Locker Unit	256	B	0.002506	x 1 =	0.002506
Locker Unit	257	B	0.002506	x 1 =	0.002506
Locker Unit	258	B	0.002506	x 1 =	0.002506
Locker Unit	259	B	0.002506	x 1 =	0.002506
Locker Unit	260	B	0.002506	x 1 =	0.002506
Locker Unit	261	B	0.002506	x 1 =	0.002506
Locker Unit	262	B	0.002506	x 1 =	0.002506
Locker Unit	263	B	0.002506	x 1 =	0.002506
Locker Unit	264	B	0.002506	x 1 =	0.002506
Locker Unit	265	B	0.002506	x 1 =	0.002506
Locker Unit	266	B	0.002506	x 1 =	0.002506
Locker Unit	267	B	0.002506	x 1 =	0.002506
Locker Unit	268	B	0.002506	x 1 =	0.002506
Locker Unit	269	B	0.002506	x 1 =	0.002506
Locker Unit	270	B	0.002506	x 1 =	0.002506
Locker Unit	271	B	0.002506	x 1 =	0.002506
Locker Unit	272	B	0.002506	x 1 =	0.002506
Locker Unit	273	B	0.002506	x 1 =	0.002506
Locker Unit	274	B	0.002506	x 1 =	0.002506
Locker Unit	275	B	0.002506	x 1 =	0.002506
Locker Unit	276	B	0.002506	x 1 =	0.002506
Locker Unit	277	B	0.002506	x 1 =	0.002506
Locker Unit	278	B	0.002506	x 1 =	0.002506
Locker Unit	279	B	0.002506	x 1 =	0.002506
Locker Unit	280	B	0.002506	x 1 =	0.002506
Locker Unit	281	B	0.002506	x 1 =	0.002506
Locker Unit	282	B	0.002506	x 1 =	0.002506
Locker Unit	283	B	0.002506	x 1 =	0.002506
Locker Unit	284	B	0.002506	x 1 =	0.002506
Locker Unit	285	B	0.002506	x 1 =	0.002506
Locker Unit	286	B	0.002506	x 1 =	0.002506
Locker Unit	287	B	0.002506	x 1 =	0.002506
Locker Unit	288	B	0.002506	x 1 =	0.002506
Locker Unit	289	B	0.002506	x 1 =	0.002506
Locker Unit	290	B	0.002506	x 1 =	0.002506
Locker Unit	291	B	0.002506	x 1 =	0.002506
Locker Unit	292	B	0.002506	x 1 =	0.002506
Locker Unit	293	B	0.002506	x 1 =	0.002506
Locker Unit	294	B	0.002506	x 1 =	0.002506
Locker Unit	295	B	0.002506	x 1 =	0.002506
Locker Unit	296	B	0.002506	x 1 =	0.002506
Locker Unit	297	B	0.002506	x 1 =	0.002506
Locker Unit	298	B	0.002506	x 1 =	0.002506
Locker Unit	299	B	0.002506	x 1 =	0.002506
Locker Unit	300	B	0.002506	x 1 =	0.002506
Locker Unit	301	B	0.002506	x 1 =	0.002506

Riverside Condominiums
Schedule D

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Locker Unit	302	B	0.002506	x 1 =	0.002506
Locker Unit	303	B	0.002506	x 1 =	0.002506
Locker Unit	304	B	0.002506	x 1 =	0.002506
Locker Unit	305	B	0.002506	x 1 =	0.002506
Locker Unit	306	B	0.002506	x 1 =	0.002506
Locker Unit	307	B	0.002506	x 1 =	0.002506
Locker Unit	308	B	0.002506	x 1 =	0.002506
Locker Unit	309	B	0.002506	x 1 =	0.002506
Locker Unit	310	B	0.002506	x 1 =	0.002506
Locker Unit	311	B	0.002506	x 1 =	0.002506
Locker Unit	312	B	0.002506	x 1 =	0.002506
Locker Unit	313	B	0.002506	x 1 =	0.002506
Locker Unit	314	B	0.002506	x 1 =	0.002506
Locker Unit	315	B	0.002506	x 1 =	0.002506
Locker Unit	316	B	0.002506	x 1 =	0.002506
Locker Unit	317	B	0.002506	x 1 =	0.002506
Locker Unit	318	B	0.002506	x 1 =	0.002506
Locker Unit	319	B	0.002506	x 1 =	0.002506
Locker Unit	320	B	0.002506	x 1 =	0.002506
Locker Unit	321	B	0.002506	x 1 =	0.002506
Locker Unit	322	B	0.002506	x 1 =	0.002506
Locker Unit	323	B	0.002506	x 1 =	0.002506
Locker Unit	324	B	0.002506	x 1 =	0.002506
Locker Unit	325	B	0.002506	x 1 =	0.002506
Locker Unit	326	B	0.002506	x 1 =	0.002506
Locker Unit	327	B	0.002506	x 1 =	0.002506
Locker Unit	328	B	0.002506	x 1 =	0.002506
Locker Unit	329	B	0.002506	x 1 =	0.002506
Locker Unit	330	B	0.002506	x 1 =	0.002506
Locker Unit	331	B	0.002506	x 1 =	0.002506
Locker Unit	332	B	0.002506	x 1 =	0.002506
Locker Unit	333	B	0.002506	x 1 =	0.002506
Locker Unit	334	B	0.002506	x 1 =	0.002506
Locker Unit	335	B	0.002506	x 1 =	0.002506
Locker Unit	336	B	0.002506	x 1 =	0.002506
Locker Unit	337	B	0.002506	x 1 =	0.002506
Locker Unit	338	B	0.002506	x 1 =	0.002506
Locker Unit	339	B	0.002506	x 1 =	0.002506
Locker Unit	340	B	0.002506	x 1 =	0.002506
Locker Unit	341	B	0.002506	x 1 =	0.002506
Locker Unit	342	B	0.002506	x 1 =	0.002506
Locker Unit	343	B	0.002506	x 1 =	0.002506
Locker Unit	344	B	0.002506	x 1 =	0.002506
Locker Unit	345	B	0.002506	x 1 =	0.002506
Locker Unit	346	B	0.002506	x 1 =	0.002506
Locker Unit	347	B	0.002506	x 1 =	0.002506
Locker Unit	348	B	0.002506	x 1 =	0.002506
Locker Unit	349	B	0.002506	x 1 =	0.002506
Locker Unit	350	B	0.002506	x 1 =	0.002506
Locker Unit	351	B	0.002506	x 1 =	0.002506
Locker Unit	352	B	0.002506	x 1 =	0.002506
Locker Unit	353	B	0.002506	x 1 =	0.002506
Locker Unit	354	B	0.002506	x 1 =	0.002506
Locker Unit	355	B	0.002506	x 1 =	0.002506
Locker Unit	356	B	0.002506	x 1 =	0.002506
Locker Unit	357	B	0.002506	x 1 =	0.002506
Locker Unit	358	B	0.002506	x 1 =	0.002506
Locker Unit	359	B	0.002506	x 1 =	0.002506
Locker Unit	360	B	0.002506	x 1 =	0.002506
Locker Unit	361	B	0.002506	x 1 =	0.002506
Locker Unit	362	B	0.002506	x 1 =	0.002506
Locker Unit	363	B	0.002506	x 1 =	0.002506
Locker Unit	364	B	0.002506	x 1 =	0.002506

Riverside Condominiums
Schedule D

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Locker Unit	365	B	0.002506	x 1 =	0.002506
Locker Unit	366	B	0.002506	x 1 =	0.002506
Locker Unit	367	B	0.002506	x 1 =	0.002506
Locker Unit	368	B	0.002506	x 1 =	0.002506
Locker Unit	369	B	0.002506	x 1 =	0.002506
Locker Unit	370	B	0.002506	x 1 =	0.002506
Locker Unit	371	B	0.002506	x 1 =	0.002506
Locker Unit	372	B	0.002506	x 1 =	0.002506
Locker Unit	373	B	0.002506	x 1 =	0.002506
Locker Unit	374	B	0.002506	x 1 =	0.002506
Locker Unit	375	B	0.002506	x 1 =	0.002506
Locker Unit	376	B	0.002506	x 1 =	0.002506
Locker Unit	377	B	0.002506	x 1 =	0.002506
Locker Unit	378	B	0.002506	x 1 =	0.002506
Locker Unit	379	B	0.002506	x 1 =	0.002506
Locker Unit	380	B	0.002506	x 1 =	0.002506
Locker Unit	381	B	0.002506	x 1 =	0.002506
Locker Unit	382	B	0.002506	x 1 =	0.002506
Locker Unit	383	B	0.002506	x 1 =	0.002506
Locker Unit	384	B	0.002506	x 1 =	0.002506
Locker Unit	385	B	0.002506	x 1 =	0.002506
Locker Unit	386	B	0.002506	x 1 =	0.002506
Locker Unit	387	B	0.002506	x 1 =	0.002506
Locker Unit	388	B	0.002506	x 1 =	0.002506
Locker Unit	389	B	0.002506	x 1 =	0.002506
Locker Unit	390	B	0.002506	x 1 =	0.002506
Locker Unit	391	B	0.002506	x 1 =	0.002506
Locker Unit	392	B	0.002506	x 1 =	0.002506
Locker Unit	393	B	0.002506	x 1 =	0.002506
Locker Unit	394	B	0.002506	x 1 =	0.002506
Locker Unit	395	B	0.002506	x 1 =	0.002506
Locker Unit	396	B	0.002506	x 1 =	0.002506
Locker Unit	397	B	0.002506	x 1 =	0.002506
Locker Unit	398	B	0.002506	x 1 =	0.002506
Locker Unit	399	B	0.002506	x 1 =	0.002506
Locker Unit	400	B	0.002506	x 1 =	0.002506
Locker Unit	401	B	0.002506	x 1 =	0.002506
Locker Unit	402	B	0.002506	x 1 =	0.002506
Locker Unit	403	B	0.002506	x 1 =	0.002506
Locker Unit	404	B	0.002506	x 1 =	0.002506
Locker Unit	405	B	0.002506	x 1 =	0.002506
Locker Unit	406	B	0.002506	x 1 =	0.002506
Locker Unit	407	B	0.002506	x 1 =	0.002506
Locker Unit	408	B	0.002506	x 1 =	0.002506
Locker Unit	409	B	0.002506	x 1 =	0.002506
Locker Unit	410	B	0.002506	x 1 =	0.002506
Locker Unit	411	B	0.002506	x 1 =	0.002506
Locker Unit	412	B	0.002506	x 1 =	0.002506
Locker Unit	413	B	0.002506	x 1 =	0.002506
Locker Unit	414	B	0.002506	x 1 =	0.002506
Locker Unit	415	B	0.002506	x 1 =	0.002506
Locker Unit	416	B	0.002506	x 1 =	0.002506
Locker Unit	417	B	0.002506	x 1 =	0.002506
Locker Unit	418	B	0.002506	x 1 =	0.002506
Locker Unit	419	B	0.002506	x 1 =	0.002506
Locker Unit	420	B	0.002506	x 1 =	0.002506
Locker Unit	421	B	0.002506	x 1 =	0.002506
Locker Unit	422	B	0.002506	x 1 =	0.002506
Locker Unit	423	B	0.002506	x 1 =	0.002506
Locker Unit	424	B	0.002506	x 1 =	0.002506
Locker Unit	425	B	0.002506	x 1 =	0.002506
Locker Unit	426	B	0.002506	x 1 =	0.002506
Locker Unit	427	B	0.002506	x 1 =	0.002506

**Riverside Condominiums
Schedule D**

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Locker Unit	428	B	0.002506	x 1 =	0.002506
Locker Unit	429	B	0.002506	x 1 =	0.002506
Locker Unit	430	B	0.002506	x 1 =	0.002506
Locker Unit	431	B	0.002506	x 1 =	0.002506
Locker Unit	432	B	0.002506	x 1 =	0.002506
Locker Unit	433	B	0.002506	x 1 =	0.002506
Locker Unit	434	B	0.002506	x 1 =	0.002506
Locker Unit	435	B	0.002506	x 1 =	0.002506
Locker Unit	436	B	0.002506	x 1 =	0.002506
Locker Unit	437	B	0.002506	x 1 =	0.002506
Locker Unit	438	B	0.002506	x 1 =	0.002506
Locker Unit	439	B	0.002506	x 1 =	0.002506
Locker Unit	440	B	0.002506	x 1 =	0.002506
Locker Unit	441	B	0.002506	x 1 =	0.002506
Locker Unit	442	B	0.002506	x 1 =	0.002506
Locker Unit	443	B	0.002506	x 1 =	0.002506
Locker Unit	444	B	0.002506	x 1 =	0.002506
Locker Unit	445	B	0.002506	x 1 =	0.002506
Locker Unit	446	B	0.002506	x 1 =	0.002506
Locker Unit	447	B	0.002506	x 1 =	0.002506
Locker Unit	448	B	0.002506	x 1 =	0.002506
Locker Unit	449	B	0.002506	x 1 =	0.002506
Locker Unit	450	B	0.002506	x 1 =	0.002506
Locker Unit	451	B	0.002506	x 1 =	0.002506
Locker Unit	452	B	0.002506	x 1 =	0.002506
Locker Unit	453	B	0.002506	x 1 =	0.002506
Locker Unit	454	B	0.002506	x 1 =	0.002506
Locker Unit	455	B	0.002506	x 1 =	0.002506
Locker Unit	456	B	0.002506	x 1 =	0.002506
Locker Unit	457	B	0.002506	x 1 =	0.002506
Locker Unit	458	B	0.002506	x 1 =	0.002506
Locker Unit	459	B	0.002506	x 1 =	0.002506
Locker Unit	460	B	0.002506	x 1 =	0.002506
Parking Unit	1	C	0.014032	x 1 =	0.014032
Parking Unit	2	C	0.014032	x 1 =	0.014032
Parking Unit	3	C	0.014032	x 1 =	0.014032
Parking Unit	4	C	0.014032	x 1 =	0.014032
Parking Unit	5	C	0.014032	x 1 =	0.014032
Parking Unit	6	C	0.014032	x 1 =	0.014032
Parking Unit	7	C	0.014032	x 1 =	0.014032
Parking Unit	8	C	0.014032	x 1 =	0.014032
Parking Unit	9	C	0.014032	x 1 =	0.014032
Parking Unit	10	C	0.014032	x 1 =	0.014032
Parking Unit	11	C	0.014032	x 1 =	0.014032
Parking Unit	12	C	0.014032	x 1 =	0.014032
Parking Unit	13	C	0.014032	x 1 =	0.014032
Parking Unit	14	C	0.014032	x 1 =	0.014032
Parking Unit	15	C	0.014032	x 1 =	0.014032
Parking Unit	16	C	0.014032	x 1 =	0.014032
Parking Unit	17	C	0.014032	x 1 =	0.014032
Parking Unit	18	C	0.014032	x 1 =	0.014032
Parking Unit	19	C	0.014032	x 1 =	0.014032
Parking Unit	20	C	0.014032	x 1 =	0.014032
Parking Unit	21	C	0.014032	x 1 =	0.014032
Parking Unit	22	C	0.014032	x 1 =	0.014032
Parking Unit	23	C	0.014032	x 1 =	0.014032
Parking Unit	24	C	0.014032	x 1 =	0.014032
Parking Unit	25	C	0.014032	x 1 =	0.014032
Parking Unit	26	C	0.014032	x 1 =	0.014032
Parking Unit	27	C	0.014032	x 1 =	0.014032
Parking Unit	28	C	0.014032	x 1 =	0.014032
Parking Unit	29	C	0.014032	x 1 =	0.014032

Riverside Condominiums
Schedule D

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Parking Unit	30	C	0.014032	x 1 =	0.014032
Parking Unit	31	C	0.014032	x 1 =	0.014032
Parking Unit	32	C	0.014032	x 1 =	0.014032
Parking Unit	33	C	0.014032	x 1 =	0.014032
Parking Unit	34	C	0.014032	x 1 =	0.014032
Parking Unit	35	C	0.014032	x 1 =	0.014032
Parking Unit	36	C	0.014032	x 1 =	0.014032
Parking Unit	37	C	0.014032	x 1 =	0.014032
Parking Unit	38	C	0.014032	x 1 =	0.014032
Parking Unit	39	C	0.014032	x 1 =	0.014032
Parking Unit	40	C	0.014032	x 1 =	0.014032
Parking Unit	41	C	0.014032	x 1 =	0.014032
Parking Unit	42	C	0.014032	x 1 =	0.014032
Parking Unit	43	C	0.014032	x 1 =	0.014032
Parking Unit	44	C	0.014032	x 1 =	0.014032
Parking Unit	45	C	0.014032	x 1 =	0.014032
Parking Unit	46	C	0.014032	x 1 =	0.014032
Parking Unit	47	C	0.014032	x 1 =	0.014032
Parking Unit	48	C	0.014032	x 1 =	0.014032
Parking Unit	49	C	0.014032	x 1 =	0.014032
Parking Unit	50	C	0.014032	x 1 =	0.014032
Parking Unit	51	C	0.014032	x 1 =	0.014032
Parking Unit	52	C	0.014032	x 1 =	0.014032
Parking Unit	53	C	0.014032	x 1 =	0.014032
Parking Unit	54	C	0.014032	x 1 =	0.014032
Parking Unit	55	C	0.014032	x 1 =	0.014032
Parking Unit	56	C	0.014032	x 1 =	0.014032
Parking Unit	57	C	0.014032	x 1 =	0.014032
Parking Unit	58	C	0.014032	x 1 =	0.014032
Parking Unit	59	C	0.014032	x 1 =	0.014032
Parking Unit	60	C	0.014032	x 1 =	0.014032
Parking Unit	61	C	0.014032	x 1 =	0.014032
Parking Unit	62	C	0.014032	x 1 =	0.014032
Parking Unit	63	C	0.014032	x 1 =	0.014032
Parking Unit	64	C	0.014032	x 1 =	0.014032
Parking Unit	65	C	0.014032	x 1 =	0.014032
Parking Unit	66	C	0.014032	x 1 =	0.014032
Parking Unit	67	C	0.014032	x 1 =	0.014032
Parking Unit	68	C	0.014032	x 1 =	0.014032
Parking Unit	69	C	0.014032	x 1 =	0.014032
Parking Unit	70	C	0.014032	x 1 =	0.014032
Parking Unit	71	C	0.014032	x 1 =	0.014032
Parking Unit	72	C	0.014032	x 1 =	0.014032
Parking Unit	73	C	0.014032	x 1 =	0.014032
Parking Unit	74	C	0.014032	x 1 =	0.014032
Parking Unit	75	C	0.014032	x 1 =	0.014032
Parking Unit	76	C	0.014032	x 1 =	0.014032
Parking Unit	77	C	0.014032	x 1 =	0.014032
Parking Unit	78	C	0.014032	x 1 =	0.014032
Parking Unit	79	C	0.014032	x 1 =	0.014032
Parking Unit	80	C	0.014032	x 1 =	0.014032
Parking Unit	81	C	0.014032	x 1 =	0.014032
Parking Unit	82	C	0.014032	x 1 =	0.014032
Parking Unit	83	C	0.014032	x 1 =	0.014032
Parking Unit	84	C	0.014032	x 1 =	0.014032
Parking Unit	85	C	0.014032	x 1 =	0.014032
Parking Unit	86	C	0.014032	x 1 =	0.014032
Parking Unit	87	C	0.014032	x 1 =	0.014032
Parking Unit	88	C	0.014032	x 1 =	0.014032
Parking Unit	89	C	0.014032	x 1 =	0.014032
Parking Unit	90	C	0.014032	x 1 =	0.014032
Parking Unit	91	C	0.014032	x 1 =	0.014032
Parking Unit	92	C	0.014032	x 1 =	0.014032

**Riverside Condominiums
Schedule D**

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Parking Unit	93	C	0.014032	x 1 =	0.014032
Parking Unit	94	C	0.014032	x 1 =	0.014032
Parking Unit	95	C	0.014032	x 1 =	0.014032
Parking Unit	96	C	0.014032	x 1 =	0.014032
Parking Unit	97	C	0.014032	x 1 =	0.014032
Parking Unit	98	C	0.014032	x 1 =	0.014032
Parking Unit	99	C	0.014032	x 1 =	0.014032
Parking Unit	100	C	0.014032	x 1 =	0.014032
Parking Unit	101	C	0.014032	x 1 =	0.014032
Parking Unit	102	C	0.014032	x 1 =	0.014032
Parking Unit	103	C	0.014032	x 1 =	0.014032
Parking Unit	104	C	0.014032	x 1 =	0.014032
Parking Unit	105	C	0.014032	x 1 =	0.014032
Parking Unit	106	C	0.014032	x 1 =	0.014032
Parking Unit	107	C	0.014032	x 1 =	0.014032
Parking Unit	108	C	0.014032	x 1 =	0.014032
Parking Unit	109	C	0.014032	x 1 =	0.014032
Parking Unit	110	C	0.014032	x 1 =	0.014032
Parking Unit	111	C	0.014032	x 1 =	0.014032
Parking Unit	112	C	0.014032	x 1 =	0.014032
Parking Unit	113	C	0.014032	x 1 =	0.014032
Parking Unit	114	C	0.014032	x 1 =	0.014032
Parking Unit	115	C	0.014032	x 1 =	0.014032
Parking Unit	116	C	0.014032	x 1 =	0.014032
Parking Unit	117	C	0.014032	x 1 =	0.014032
Parking Unit	118	C	0.014032	x 1 =	0.014032
Parking Unit	119	C	0.014032	x 1 =	0.014032
Parking Unit	120	C	0.014032	x 1 =	0.014032
Parking Unit	121	C	0.014032	x 1 =	0.014032
Parking Unit	122	C	0.014032	x 1 =	0.014032
Parking Unit	123	C	0.014032	x 1 =	0.014032
Parking Unit	124	C	0.014032	x 1 =	0.014032
Parking Unit	125	C	0.014032	x 1 =	0.014032
Parking Unit	126	C	0.014032	x 1 =	0.014032
Parking Unit	127	C	0.014032	x 1 =	0.014032
Parking Unit	128	C	0.014032	x 1 =	0.014032
Parking Unit	129	C	0.014032	x 1 =	0.014032
Parking Unit	130	C	0.014032	x 1 =	0.014032
Parking Unit	131	C	0.014032	x 1 =	0.014032
Parking Unit	132	C	0.014032	x 1 =	0.014032
Parking Unit	133	C	0.014032	x 1 =	0.014032
Parking Unit	134	C	0.014032	x 1 =	0.014032
Parking Unit	135	C	0.014032	x 1 =	0.014032
Parking Unit	136	C	0.014032	x 1 =	0.014032
Parking Unit	137	C	0.014032	x 1 =	0.014032
Parking Unit	138	C	0.014032	x 1 =	0.014032
Parking Unit	139	C	0.014032	x 1 =	0.014032
Parking Unit	140	C	0.014032	x 1 =	0.014032
Parking Unit	141	C	0.014032	x 1 =	0.014032
Parking Unit	142	C	0.014032	x 1 =	0.014032
Parking Unit	143	C	0.014032	x 1 =	0.014032
Parking Unit	144	C	0.014032	x 1 =	0.014032
Parking Unit	145	C	0.014032	x 1 =	0.014032
Parking Unit	146	C	0.014032	x 1 =	0.014032
Parking Unit	147	C	0.014032	x 1 =	0.014032
Parking Unit	148	C	0.014032	x 1 =	0.014032
Parking Unit	149	C	0.014032	x 1 =	0.014032
Parking Unit	150	C	0.014032	x 1 =	0.014032
Parking Unit	151	C	0.014032	x 1 =	0.014032
Parking Unit	152	C	0.014032	x 1 =	0.014032
Parking Unit	153	C	0.014032	x 1 =	0.014032
Parking Unit	154	C	0.014032	x 1 =	0.014032
Parking Unit	155	C	0.014032	x 1 =	0.014032

**Riverside Condominiums
Schedule D**

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Parking Unit	156	C	0.014032	x 1 =	0.014032
Parking Unit	157	C	0.014032	x 1 =	0.014032
Parking Unit	158	C	0.014032	x 1 =	0.014032
Parking Unit	159	C	0.014032	x 1 =	0.014032
Parking Unit	160	C	0.014032	x 1 =	0.014032
Parking Unit	161	C	0.014032	x 1 =	0.014032
Parking Unit	162	C	0.014032	x 1 =	0.014032
Parking Unit	163	C	0.014032	x 1 =	0.014032
Parking Unit	164	C	0.014032	x 1 =	0.014032
Parking Unit	165	C	0.014032	x 1 =	0.014032
Parking Unit	166	C	0.014032	x 1 =	0.014032
Parking Unit	167	C	0.014032	x 1 =	0.014032
Parking Unit	168	C	0.014032	x 1 =	0.014032
Parking Unit	169	C	0.014032	x 1 =	0.014032
Parking Unit	170	C	0.014032	x 1 =	0.014032
Parking Unit	171	C	0.014032	x 1 =	0.014032
Parking Unit	172	C	0.014032	x 1 =	0.014032
Parking Unit	173	C	0.014032	x 1 =	0.014032
Parking Unit	174	C	0.014032	x 1 =	0.014032
Parking Unit	175	C	0.014032	x 1 =	0.014032
Parking Unit	176	C	0.014032	x 1 =	0.014032
Parking Unit	177	C	0.014032	x 1 =	0.014032
Parking Unit	178	C	0.014032	x 1 =	0.014032
Parking Unit	179	C	0.014032	x 1 =	0.014032
Parking Unit	180	C	0.014032	x 1 =	0.014032
Parking Unit	181	C	0.014032	x 1 =	0.014032
Parking Unit	182	C	0.014032	x 1 =	0.014032
Parking Unit	183	C	0.014032	x 1 =	0.014032
Parking Unit	184	C	0.014032	x 1 =	0.014032
Parking Unit	185	C	0.014032	x 1 =	0.014032
Parking Unit	186	C	0.014032	x 1 =	0.014032
Parking Unit	187	C	0.014032	x 1 =	0.014032
Parking Unit	188	C	0.014032	x 1 =	0.014032
Parking Unit	189	C	0.014032	x 1 =	0.014032
Parking Unit	190	C	0.014032	x 1 =	0.014032
Parking Unit	191	C	0.014032	x 1 =	0.014032
Parking Unit	192	C	0.014032	x 1 =	0.014032
Parking Unit	193	C	0.014032	x 1 =	0.014032
Parking Unit	194	C	0.014032	x 1 =	0.014032
Parking Unit	195	C	0.014032	x 1 =	0.014032
Parking Unit	196	C	0.014032	x 1 =	0.014032
Parking Unit	197	C	0.014032	x 1 =	0.014032
Parking Unit	198	C	0.014032	x 1 =	0.014032
Parking Unit	199	C	0.014032	x 1 =	0.014032
Parking Unit	200	C	0.014032	x 1 =	0.014032
Parking Unit	201	C	0.014032	x 1 =	0.014032
Parking Unit	202	C	0.014032	x 1 =	0.014032
Parking Unit	203	C	0.014032	x 1 =	0.014032
Parking Unit	204	C	0.014032	x 1 =	0.014032
Parking Unit	205	C	0.014032	x 1 =	0.014032
Parking Unit	206	C	0.014032	x 1 =	0.014032
Parking Unit	207	C	0.014032	x 1 =	0.014032
Parking Unit	208	C	0.014032	x 1 =	0.014032
Parking Unit	209	C	0.014032	x 1 =	0.014032
Parking Unit	210	C	0.014032	x 1 =	0.014032
Parking Unit	211	C	0.014032	x 1 =	0.014032
Parking Unit	212	C	0.014032	x 1 =	0.014032
Parking Unit	213	C	0.014032	x 1 =	0.014032
Parking Unit	214	C	0.014032	x 1 =	0.014032
Parking Unit	215	C	0.014032	x 1 =	0.014032
Parking Unit	216	C	0.014032	x 1 =	0.014032
Parking Unit	217	C	0.014032	x 1 =	0.014032
Parking Unit	218	C	0.014032	x 1 =	0.014032

**Riverside Condominiums
Schedule D**

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Parking Unit	219	C	0.014032	x 1 =	0.014032
Parking Unit	220	C	0.014032	x 1 =	0.014032
Parking Unit	221	C	0.014032	x 1 =	0.014032
Parking Unit	222	C	0.014032	x 1 =	0.014032
Parking Unit	223	C	0.014032	x 1 =	0.014032
Parking Unit	224	C	0.014032	x 1 =	0.014032
Parking Unit	225	C	0.014032	x 1 =	0.014032
Parking Unit	226	C	0.014032	x 1 =	0.014032
Parking Unit	227	C	0.014032	x 1 =	0.014032
Parking Unit	228	C	0.014032	x 1 =	0.014032
Parking Unit	229	C	0.014032	x 1 =	0.014032
Parking Unit	230	C	0.014032	x 1 =	0.014032
Parking Unit	231	C	0.014032	x 1 =	0.014032
Parking Unit	232	C	0.014032	x 1 =	0.014032
Parking Unit	233	C	0.014032	x 1 =	0.014032
Parking Unit	234	C	0.014032	x 1 =	0.014032
Parking Unit	235	C	0.014032	x 1 =	0.014032
Parking Unit	236	C	0.014032	x 1 =	0.014032
Parking Unit	237	C	0.014032	x 1 =	0.014032
Parking Unit	238	C	0.014032	x 1 =	0.014032
Parking Unit	239	C	0.014032	x 1 =	0.014032
Parking Unit	240	C	0.014032	x 1 =	0.014032
Locker Unit	241	C	0.002506	x 1 =	0.002506
Locker Unit	242	C	0.002506	x 1 =	0.002506
Locker Unit	243	C	0.002506	x 1 =	0.002506
Locker Unit	244	C	0.002506	x 1 =	0.002506
Locker Unit	245	C	0.002506	x 1 =	0.002506
Locker Unit	246	C	0.002506	x 1 =	0.002506
Locker Unit	247	C	0.002506	x 1 =	0.002506
Locker Unit	248	C	0.002506	x 1 =	0.002506
Locker Unit	249	C	0.002506	x 1 =	0.002506
Locker Unit	250	C	0.002506	x 1 =	0.002506
Locker Unit	251	C	0.002506	x 1 =	0.002506
Locker Unit	252	C	0.002506	x 1 =	0.002506
Locker Unit	253	C	0.002506	x 1 =	0.002506
Locker Unit	254	C	0.002506	x 1 =	0.002506
Locker Unit	255	C	0.002506	x 1 =	0.002506
Locker Unit	256	C	0.002506	x 1 =	0.002506
Locker Unit	257	C	0.002506	x 1 =	0.002506
Locker Unit	258	C	0.002506	x 1 =	0.002506
Locker Unit	259	C	0.002506	x 1 =	0.002506
Locker Unit	260	C	0.002506	x 1 =	0.002506
Locker Unit	261	C	0.002506	x 1 =	0.002506
Locker Unit	262	C	0.002506	x 1 =	0.002506
Locker Unit	263	C	0.002506	x 1 =	0.002506
Locker Unit	264	C	0.002506	x 1 =	0.002506
Locker Unit	265	C	0.002506	x 1 =	0.002506
Locker Unit	266	C	0.002506	x 1 =	0.002506
Locker Unit	267	C	0.002506	x 1 =	0.002506
Locker Unit	268	C	0.002506	x 1 =	0.002506
Locker Unit	269	C	0.002506	x 1 =	0.002506
Locker Unit	270	C	0.002506	x 1 =	0.002506
Locker Unit	271	C	0.002506	x 1 =	0.002506
Locker Unit	272	C	0.002506	x 1 =	0.002506
Locker Unit	273	C	0.002506	x 1 =	0.002506
Locker Unit	274	C	0.002506	x 1 =	0.002506
Locker Unit	275	C	0.002506	x 1 =	0.002506
Locker Unit	276	C	0.002506	x 1 =	0.002506
Locker Unit	277	C	0.002506	x 1 =	0.002506
Locker Unit	278	C	0.002506	x 1 =	0.002506
Locker Unit	279	C	0.002506	x 1 =	0.002506
Locker Unit	280	C	0.002506	x 1 =	0.002506
Locker Unit	281	C	0.002506	x 1 =	0.002506

**Riverside Condominiums
Schedule D**

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Locker Unit	282	C	0.002506	x 1 =	0.002506
Locker Unit	283	C	0.002506	x 1 =	0.002506
Locker Unit	284	C	0.002506	x 1 =	0.002506
Locker Unit	285	C	0.002506	x 1 =	0.002506
Locker Unit	286	C	0.002506	x 1 =	0.002506
Locker Unit	287	C	0.002506	x 1 =	0.002506
Locker Unit	288	C	0.002506	x 1 =	0.002506
Locker Unit	289	C	0.002506	x 1 =	0.002506
Locker Unit	290	C	0.002506	x 1 =	0.002506
Locker Unit	291	C	0.002506	x 1 =	0.002506
Locker Unit	292	C	0.002506	x 1 =	0.002506
Locker Unit	293	C	0.002506	x 1 =	0.002506
Locker Unit	294	C	0.002506	x 1 =	0.002506
Locker Unit	295	C	0.002506	x 1 =	0.002506
Locker Unit	296	C	0.002506	x 1 =	0.002506
Locker Unit	297	C	0.002506	x 1 =	0.002506
Locker Unit	298	C	0.002506	x 1 =	0.002506
Locker Unit	299	C	0.002506	x 1 =	0.002506
Locker Unit	300	C	0.002506	x 1 =	0.002506
Locker Unit	301	C	0.002506	x 1 =	0.002506
Locker Unit	302	C	0.002506	x 1 =	0.002506
Locker Unit	303	C	0.002506	x 1 =	0.002506
Locker Unit	304	C	0.002506	x 1 =	0.002506
Locker Unit	305	C	0.002506	x 1 =	0.002506
Locker Unit	306	C	0.002506	x 1 =	0.002506
Locker Unit	307	C	0.002506	x 1 =	0.002506
Locker Unit	308	C	0.002506	x 1 =	0.002506
Locker Unit	309	C	0.002506	x 1 =	0.002506
Locker Unit	310	C	0.002506	x 1 =	0.002506
Locker Unit	311	C	0.002506	x 1 =	0.002506
Locker Unit	312	C	0.002506	x 1 =	0.002506
Locker Unit	313	C	0.002506	x 1 =	0.002506
Locker Unit	314	C	0.002506	x 1 =	0.002506
Locker Unit	315	C	0.002506	x 1 =	0.002506
Locker Unit	316	C	0.002506	x 1 =	0.002506
Locker Unit	317	C	0.002506	x 1 =	0.002506
Locker Unit	318	C	0.002506	x 1 =	0.002506
Locker Unit	319	C	0.002506	x 1 =	0.002506
Locker Unit	320	C	0.002506	x 1 =	0.002506
Locker Unit	321	C	0.002506	x 1 =	0.002506
Locker Unit	322	C	0.002506	x 1 =	0.002506
Locker Unit	323	C	0.002506	x 1 =	0.002506
Locker Unit	324	C	0.002506	x 1 =	0.002506
Locker Unit	325	C	0.002506	x 1 =	0.002506
Locker Unit	326	C	0.002506	x 1 =	0.002506
Locker Unit	327	C	0.002506	x 1 =	0.002506
Locker Unit	328	C	0.002506	x 1 =	0.002506
Locker Unit	329	C	0.002506	x 1 =	0.002506
Locker Unit	330	C	0.002506	x 1 =	0.002506
Locker Unit	331	C	0.002506	x 1 =	0.002506
Locker Unit	332	C	0.002506	x 1 =	0.002506
Locker Unit	333	C	0.002506	x 1 =	0.002506
Locker Unit	334	C	0.002506	x 1 =	0.002506
Locker Unit	335	C	0.002506	x 1 =	0.002506
Locker Unit	336	C	0.002506	x 1 =	0.002506
Locker Unit	337	C	0.002506	x 1 =	0.002506
Locker Unit	338	C	0.002506	x 1 =	0.002506
Locker Unit	339	C	0.002506	x 1 =	0.002506
Locker Unit	340	C	0.002506	x 1 =	0.002506
Locker Unit	341	C	0.002506	x 1 =	0.002506
Locker Unit	342	C	0.002506	x 1 =	0.002506
Locker Unit	343	C	0.002506	x 1 =	0.002506
Locker Unit	344	C	0.002506	x 1 =	0.002506

Riverside Condominiums
Schedule D

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Locker Unit	345	C	0.002506	x 1 =	0.002506
Locker Unit	346	C	0.002506	x 1 =	0.002506
Locker Unit	347	C	0.002506	x 1 =	0.002506
Locker Unit	348	C	0.002506	x 1 =	0.002506
Locker Unit	349	C	0.002506	x 1 =	0.002506
Locker Unit	350	C	0.002506	x 1 =	0.002506
Locker Unit	351	C	0.002506	x 1 =	0.002506
Locker Unit	352	C	0.002506	x 1 =	0.002506
Locker Unit	353	C	0.002506	x 1 =	0.002506
Locker Unit	354	C	0.002506	x 1 =	0.002506
Locker Unit	355	C	0.002506	x 1 =	0.002506
Locker Unit	356	C	0.002506	x 1 =	0.002506
Locker Unit	357	C	0.002506	x 1 =	0.002506
Locker Unit	358	C	0.002506	x 1 =	0.002506
Locker Unit	359	C	0.002506	x 1 =	0.002506
Locker Unit	360	C	0.002506	x 1 =	0.002506
Locker Unit	361	C	0.002506	x 1 =	0.002506
Locker Unit	362	C	0.002506	x 1 =	0.002506
Locker Unit	363	C	0.002506	x 1 =	0.002506
Locker Unit	364	C	0.002506	x 1 =	0.002506
Locker Unit	365	C	0.002506	x 1 =	0.002506
Locker Unit	366	C	0.002506	x 1 =	0.002506
Locker Unit	367	C	0.002506	x 1 =	0.002506
Locker Unit	368	C	0.002506	x 1 =	0.002506
Locker Unit	369	C	0.002506	x 1 =	0.002506
Locker Unit	370	C	0.002506	x 1 =	0.002506
Locker Unit	371	C	0.002506	x 1 =	0.002506
Locker Unit	372	C	0.002506	x 1 =	0.002506
Locker Unit	373	C	0.002506	x 1 =	0.002506
Locker Unit	374	C	0.002506	x 1 =	0.002506
Locker Unit	375	C	0.002506	x 1 =	0.002506
Locker Unit	376	C	0.002506	x 1 =	0.002506
Locker Unit	377	C	0.002506	x 1 =	0.002506
Locker Unit	378	C	0.002506	x 1 =	0.002506
Locker Unit	379	C	0.002506	x 1 =	0.002506
Locker Unit	380	C	0.002506	x 1 =	0.002506
Locker Unit	381	C	0.002506	x 1 =	0.002506
Locker Unit	382	C	0.002506	x 1 =	0.002506
Locker Unit	383	C	0.002506	x 1 =	0.002506
Locker Unit	384	C	0.002506	x 1 =	0.002506
Locker Unit	385	C	0.002506	x 1 =	0.002506
Locker Unit	386	C	0.002506	x 1 =	0.002506
Locker Unit	387	C	0.002506	x 1 =	0.002506
Locker Unit	388	C	0.002506	x 1 =	0.002506
Locker Unit	389	C	0.002506	x 1 =	0.002506
Locker Unit	390	C	0.002506	x 1 =	0.002506
Locker Unit	391	C	0.002506	x 1 =	0.002506
Locker Unit	392	C	0.002506	x 1 =	0.002506
Locker Unit	393	C	0.002506	x 1 =	0.002506
Locker Unit	394	C	0.002506	x 1 =	0.002506
Locker Unit	395	C	0.002506	x 1 =	0.002506
Locker Unit	396	C	0.002506	x 1 =	0.002506
Locker Unit	397	C	0.002506	x 1 =	0.002506
Locker Unit	398	C	0.002506	x 1 =	0.002506
Locker Unit	399	C	0.002506	x 1 =	0.002506
Locker Unit	400	C	0.002506	x 1 =	0.002506
Locker Unit	401	C	0.002506	x 1 =	0.002506
Locker Unit	402	C	0.002506	x 1 =	0.002506
Locker Unit	403	C	0.002506	x 1 =	0.002506
Locker Unit	404	C	0.002506	x 1 =	0.002506
Locker Unit	405	C	0.002506	x 1 =	0.002506
Locker Unit	406	C	0.002506	x 1 =	0.002506
Locker Unit	407	C	0.002506	x 1 =	0.002506

**Riverside Condominiums
Schedule D**

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Locker Unit	408	C	0.002506	x 1 =	0.002506
Locker Unit	409	C	0.002506	x 1 =	0.002506
Locker Unit	410	C	0.002506	x 1 =	0.002506
Locker Unit	411	C	0.002506	x 1 =	0.002506
Locker Unit	412	C	0.002506	x 1 =	0.002506
Locker Unit	413	C	0.002506	x 1 =	0.002506
Locker Unit	414	C	0.002506	x 1 =	0.002506
Locker Unit	415	C	0.002506	x 1 =	0.002506
Locker Unit	416	C	0.002506	x 1 =	0.002506
Locker Unit	417	C	0.002506	x 1 =	0.002506
Locker Unit	418	C	0.002506	x 1 =	0.002506
Locker Unit	419	C	0.002506	x 1 =	0.002506
Locker Unit	420	C	0.002506	x 1 =	0.002506
Locker Unit	421	C	0.002506	x 1 =	0.002506
Locker Unit	422	C	0.002506	x 1 =	0.002506
Locker Unit	423	C	0.002506	x 1 =	0.002506
Locker Unit	424	C	0.002506	x 1 =	0.002506
Locker Unit	425	C	0.002506	x 1 =	0.002506
Locker Unit	426	C	0.002506	x 1 =	0.002506
Locker Unit	427	C	0.002506	x 1 =	0.002506
Locker Unit	428	C	0.002506	x 1 =	0.002506
Locker Unit	429	C	0.002506	x 1 =	0.002506
Locker Unit	430	C	0.002506	x 1 =	0.002506
Locker Unit	431	C	0.002506	x 1 =	0.002506
Locker Unit	432	C	0.002506	x 1 =	0.002506
Locker Unit	433	C	0.002506	x 1 =	0.002506
Locker Unit	434	C	0.002506	x 1 =	0.002506
Locker Unit	435	C	0.002506	x 1 =	0.002506
Locker Unit	436	C	0.002506	x 1 =	0.002506
Locker Unit	437	C	0.002506	x 1 =	0.002506
Locker Unit	438	C	0.002506	x 1 =	0.002506
Locker Unit	439	C	0.002506	x 1 =	0.002506
Locker Unit	440	C	0.002506	x 1 =	0.002506
Locker Unit	441	C	0.002506	x 1 =	0.002506
Locker Unit	442	C	0.002506	x 1 =	0.002506
Locker Unit	443	C	0.002506	x 1 =	0.002506
Locker Unit	444	C	0.002506	x 1 =	0.002506
Locker Unit	445	C	0.002506	x 1 =	0.002506
Locker Unit	446	C	0.002506	x 1 =	0.002506
Locker Unit	447	C	0.002506	x 1 =	0.002506
Locker Unit	448	C	0.002506	x 1 =	0.002506
Locker Unit	449	C	0.002506	x 1 =	0.002506
Locker Unit	450	C	0.002506	x 1 =	0.002506
Locker Unit	451	C	0.002506	x 1 =	0.002506
Locker Unit	452	C	0.002506	x 1 =	0.002506
Locker Unit	453	C	0.002506	x 1 =	0.002506
Locker Unit	454	C	0.002506	x 1 =	0.002506
Locker Unit	455	C	0.002506	x 1 =	0.002506
Locker Unit	456	C	0.002506	x 1 =	0.002506
Locker Unit	457	C	0.002506	x 1 =	0.002506
Locker Unit	458	C	0.002506	x 1 =	0.002506
Locker Unit	459	C	0.002506	x 1 =	0.002506
Locker Unit	460	C	0.002506	x 1 =	0.002506
Locker Unit	461	C	0.002506	x 1 =	0.002506
Locker Unit	462	C	0.002506	x 1 =	0.002506
Locker Unit	463	C	0.002506	x 1 =	0.002506
Locker Unit	464	C	0.002506	x 1 =	0.002506
Locker Unit	465	C	0.002506	x 1 =	0.002506
Locker Unit	466	C	0.002506	x 1 =	0.002506
Locker Unit	467	C	0.002506	x 1 =	0.002506
Locker Unit	468	C	0.002506	x 1 =	0.002506
Locker Unit	469	C	0.002506	x 1 =	0.002506
Locker Unit	470	C	0.002506	x 1 =	0.002506

**Riverside Condominiums
Schedule D**

Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Locker Unit	471	C	0.002506	x 1 =	0.002506
Locker Unit	472	C	0.002506	x 1 =	0.002506
Locker Unit	473	C	0.002506	x 1 =	0.002506
Locker Unit	474	C	0.002506	x 1 =	0.002506
Locker Unit	475	C	0.002506	x 1 =	0.002506
Locker Unit	476	C	0.002506	x 1 =	0.002506
Locker Unit	477	C	0.002506	x 1 =	0.002506
Locker Unit	478	C	0.002506	x 1 =	0.002506
Locker Unit	479	C	0.002506	x 1 =	0.002506
Locker Unit	480	C	0.002506	x 1 =	0.002506
Locker Unit	481	C	0.002506	x 1 =	0.002506
Locker Unit	482	C	0.002506	x 1 =	0.002506
Locker Unit	483	C	0.002506	x 1 =	0.002506
Locker Unit	484	C	0.002506	x 1 =	0.002506
Locker Unit	485	C	0.002506	x 1 =	0.002506
Locker Unit	486	C	0.002506	x 1 =	0.002506
Locker Unit	487	C	0.002506	x 1 =	0.002506
Locker Unit	488	C	0.002506	x 1 =	0.002506
Locker Unit	489	C	0.002506	x 1 =	0.002506
Locker Unit	490	C	0.002506	x 1 =	0.002506
Locker Unit	491	C	0.002506	x 1 =	0.002506
Locker Unit	492	C	0.002506	x 1 =	0.002506
Locker Unit	493	C	0.002506	x 1 =	0.002506
Locker Unit	494	C	0.002506	x 1 =	0.002506
Locker Unit	495	C	0.002506	x 1 =	0.002506
Locker Unit	496	C	0.002506	x 1 =	0.002506
Locker Unit	497	C	0.002506	x 1 =	0.002506
Locker Unit	498	C	0.002506	x 1 =	0.002506
Locker Unit	499	C	0.002506	x 1 =	0.002506
Locker Unit	500	C	0.002506	x 1 =	0.002506
Locker Unit	501	C	0.002506	x 1 =	0.002506
Locker Unit	502	C	0.002506	x 1 =	0.002506
Locker Unit	503	C	0.002506	x 1 =	0.002506
					100.00000000

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SCHEDULE "E"
TO THE DECLARATION OF 1826919 ONTARIO INC.
COMMON EXPENSES

1. All expenses of the Corporation incurred by it in the performance of its objects and duties, whether such objects and duties are imposed under the provisions of the Act, the declaration, the by-laws or rules of the Corporation.
2. All sums of money payable by the Corporation for the procurement and maintenance of any insurance coverage required or permitted by the Act or the declaration, as well as the cost of obtaining, from time to time, an appraisal from an independent qualified appraiser of the full replacement cost of the units, common elements and assets of the Corporation, for the purposes of determining the amount of insurance to be obtained.
3. All sums of money paid or payable for utilities and services serving the units and the common elements, including without limitation, monies payable on account of:
 - a) water on a bulk basis (for each of the dwelling units and the common elements), on the express understanding that the Corporation shall ultimately be reimbursed by (through payments made directly to the Utility Monitor by):
 - i) each of the dwelling unit owners, 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 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 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) each of the dwelling 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) all amounts payable to Markham District Energy for thermal energy service on a bulk basis pursuant to the Thermal Energy Service Agreement, on the express understanding that the Corporation shall ultimately be reimbursed by (through payments made directly to the Utility Monitor by) each of the dwelling unit owners, for the cost of the thermal energy 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 thermal energy appurtenant to each of the units (and comprising part of each unit owner's P.S.U.C. amount);
 - d) the cost of sorting, storing, recycling and/or disposing of the garbage emanating from the units and common element areas of this Condominium, in the event that municipal garbage pickup service is no longer available for the 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 garbage and refuse;
 - e) maintenance and landscaping materials, tools and supplies;
 - f) 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); and
 - g) the cost of attaining bulk internet service from Rogers Communications Inc., or from any successor provider of bulk internet service to the respective residents of this Condominium.

Accordingly, the cost of hot water, cold water, electricity and thermal energy so consumed or utilized by each of the dwelling units shall not constitute or be construed as a common expense, but rather shall be borne and paid for by each dwelling unit as applicable.

In addition, the EV Parking Units shall separately sub-metered for electricity consumption and invoiced on a periodic basis by the Utility Monitor [as agent for (or contractor with) the Corporation] for the cost of electricity services consumed (predicated on the reading of the electricity check meters appurtenant to such EV Parking Units), and such costs shall not comprise part of the common expenses and shall be payable by each EV Parking Unit owner in addition to the EV Parking Unit's common expenses.

In addition, each of the dwelling unit 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) shall not constitute or be construed as a common expense, but rather shall be borne and paid for by each dwelling unit owner.

4. All sums of money required by the Corporation for the acquisition or retention of real property, for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements;
5. All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance of its objects and duties;

6. All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, or by its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation;
7. All sums of money assessed by the Corporation for the reserve fund to be paid by every owner as part of their respective contributions towards the common expenses, for the major repair and replacement of the common elements and assets of the Corporation;
8. All sums of money paid or payable by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation;
9. All sums of money paid or payable on account of realty taxes (including local improvement charges) levied against the property (until such time as such taxes are levied against the individual units), and against those parts of the common elements that are leased for business purposes upon which the lessee carries on an undertaking for gain;
10. The fees and disbursements of the Insurance Trustee, if an insurance trust agreement is so entered into by or on behalf of this Condominium;
11. All sums of money paid or payable by the Corporation to conduct a performance audit of the common elements pursuant to the provisions of section 44 of the Act, to obtain a reserve fund study pursuant to section 94(4) of the Act [together with all comprehensive studies, and updated studies (including those based on a site inspection or otherwise) at the times and in the manner required to fully comply with the provisions of the Act], to obtain audited financial statements of the Corporation (both for or in respect of the turnover meeting and each annual general meeting thereafter), and to conduct or procure all other studies, audits, inventories or reports as may be required by the Act from time to time;
12. All sums of money paid or payable by the Corporation in order to comply with the duties set forth in section 46 of the declaration, including without limitation:
 - a) all expenses incurred by the Corporation in complying with the terms and provisions of the Outstanding Municipal Agreements; and
 - 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;
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 44 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(w) of this declaration;
15. All sums of money paid or payable by the Corporation in connection with its acquisition and ownership of the Guest Suite Units, in accordance with the provisions of section 26 and 46(u) of the declaration, including without limitation, all land transfer taxes and transfer registration fees, and all monies payable under or pursuant to the provisions of the VTB Mortgage; and
16. All sums of money paid or payable by the Corporation in respect of the purchase of the Maintenance/Security/Miscellaneous Equipment from the Declarant pursuant to section 46(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 Dwelling Units 1 to 13 inclusive and Units 21 to 40 inclusive on Level 1, shall have the exclusive use of a patio, as illustrated in heavy outline on Sheet 1, Part 2 of the Description, being numbered the same number as the Unit with a prefix letter "P", to which the said Units provide direct access.
- b) the Owner(s) of Dwelling Units 14, 15, 16, 17, 18 and 19 on Level 1, shall have the exclusive use of a patio, as illustrated on Sheet 1, Part 1 of the Description, to which the Units will have direct and sole access.
- c) the Owner(s) of certain Dwelling Units on Levels 2 to 28 inclusive, shall have the exclusive use of a balcony/balconies or terrace/terraces, where applicable, to which the Units will have direct and sole access.

NOTE:

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

SCHEDULE "G"

TO THE DECLARATION OF 1826919 ONTARIO INC.

15-25 Water Walk Dr.
Markham, Ontario, L3R 1L5

CERTIFICATE OF ARCHITECT

(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 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.

OR

- ~~There are no underground garages.~~
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.

OR

- ~~There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.~~
- ~~6. All installations with respect to the provision of water and sewage services are in place.~~
- ~~7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.~~
- ~~8. All installations with respect to the provision of air conditioning are in place.~~

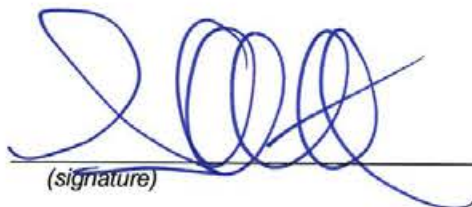
OR

- ~~There are no installations with respect to the provision of air conditioning.~~
- ~~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.

OR

- ~~There are no indoor or outdoor swimming pools.~~
11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 16 day of OCT, 2018.


(signature)

STEVEN KIRSHENBLATT

(print name)

Steven Kirshenblatt - Partner, Architect (OAA)
Kirkor Architects and Planners

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SCHEDULE "G"

CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO THE DECLARATION FOR A STANDARD OR LEASEHOLD
CONDOMINIUM CORPORATION)

(under clauses 5(8)(a) or (b) of Ontario Regulation 48/01 or clause 8(1)(e) or (h) of the *Condominium Act, 1998*)

Condominium Act, 1998

I certify that:

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

(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 dry wall (including taping and sanding), plaster or other final covering.~~
- 4. All underground garages have walls and floor assemblies in place.
OR
 There are no underground garages.
- 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.
OR
 There are no elevating devices as defined in the ~~*Elevating Devices Act*~~, except for elevating devices contained wholly in a unit and designed for use only within the unit.
- 6. All installations with respect to the provision of water and sewage services are in place.
- 7. All installations with respect to the provision of heat and ventilation are in place, and heat and ventilation can be provided.
- 8. All installations with respect to the provision of air conditioning are in place.
OR
 ~~There are no installations with respect to the provision of air conditioning.~~
- 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.~~
OR
 ~~There are no indoor and outdoor swimming pools.~~
- 11. ~~Except as otherwise specified in the regulations, the boundaries of the units are completed to the dry wall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.~~

DATED this 22 day of OCT, 20 18.

(signature) JOSEPH KWOK

(print name)

(Strike out whichever is not applicable:
Architect
Professional Engineer)

