

NOTARIAL CERTIFICATE

CANADA
PROVINCE OF ONTARIO

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TO ALL WHOM THESE PRESENTS
MAY COME, BE SEEN, OR KNOWN

I, GIULIO LAVECCHIA

a Notary Public, in and for the Province of Ontario, by Royal Authority duly appointed, residing at the Township of King, in the Regional Municipality of York

DO CERTIFY AND ATTEST that the paper-writing hereto annexed is a true photocopy of a document produced before me and purporting to be:

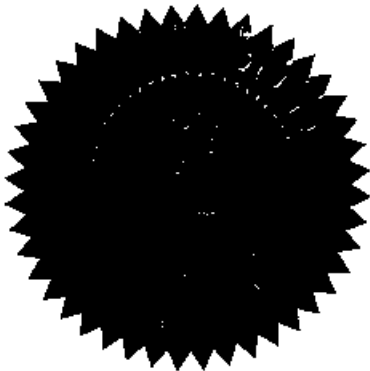
the declaration of York Region Standard Condominium Corporation No. 1424, registered on January 9th, 2020, as Instrument No. YR3054375,

the said copy of the above-noted document having been compared by me with the said original document, an act whereof being requested I have granted under my Notarial Form and Seal of Office to serve and avail as occasion shall or may require.

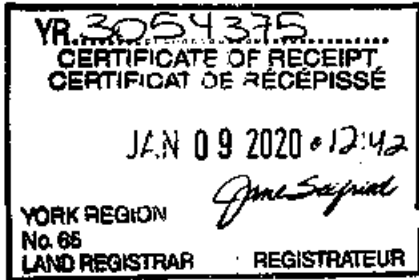
IN TESTIMONY WHEREOF I have hereunto subscribed my name, and affixed my Notarial Seal of Office, at the City of Toronto,

this 20th day of January, 2020

Giulio Lavecchia
A Notary Public in and for the
Province of Ontario



OFFICE SCHEDULE



**DECLARATION
CONDOMINIUM
ACT, 1998**

YORK REGION STANDARD CONDOMINIUM PLAN NO. 1424

NEW PROPERTY IDENTIFIER'S BLOCK 29955

RECENTLY: 03119-0341

DECLARANT: 1857481 ONTARIO INC.

**SOLICITOR: Alexander Foundos
DelZotto, Zorzi LLP**

**ADDRESS: 4810 Dufferin Street, Suite D
North York, ON M3H 5S8**

PHONE: 416-665-5555

FAX: 416-665-9653

No. OF UNITS 1022

FEES: \$75.90 + (\$5.00 x number of units) = \$5,185.90

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:

1857481 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 Richmond Hill, 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 ten (10) storey residential building (hereinafter referred to as "**Building A**") consisting of 142 highrise dwelling units (including Superintendent's Unit), a fifteen (15) storey residential building (hereinafter referred to as "**Building B**") consisting of 169 highrise dwelling units, and six townhouse blocks (hereinafter collectively referred to as the "**Townhouse Blocks**" and individually referred to as a "**Townhouse Block**") consisting of 45 townhouse dwelling units in the aggregate, being 356 dwelling units in total, together with 354 parking units, 311 locker units, and the Guest Suite Unit.

AND WHEREAS the Declarant intends that the Real Property, together with the building(s) 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 section 98(2) of the Act, allocate the cost of undertaking or implementing the proposed addition, alteration or improvement between this Condominium and the owner, establish and confirm the respective duties and responsibilities regarding the proposed addition, alteration or improvement (including, without limitation, the responsibility for the cost of repair after damage, maintenance and insurance with respect to same), and shall address or set out any other matters that may be prescribed from time to time by the regulations to the Act;
- b) the "**bicycle storage areas**" shall mean the designated bicycle storage rooms or areas situate on level A, and comprising part of the common elements of this Condominium (as hereinafter defined), and correspondingly intended to be used exclusively as bicycle storage areas for the residents of this Condominium, and for visitors to this Condominium, in accordance with the provisions of section 21 of this declaration;
- c) the "**Board**", the "**board**" or the "**board of directors**" 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;
- e) the "**common interest**" shall mean the interest in the common elements appurtenant to a unit;
- f) the "**Corporation**", or "**this Corporation**", or the "**Condominium**", or "**this Condominium**" 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 the following units intended to be occupied and used solely for the purposes set out in section

30 of this declaration, namely:

- i) units 1 to 45 inclusive on level 1, situate within the Townhouse Blocks comprising part of this Condominium (hereinafter sometimes individually referred to as a **"townhouse dwelling unit"** and collectively referred to as the **"townhouse dwelling units"**); and
- ii) unit 47 and units 49 to 61 inclusive on level 1, units 1 to 28 inclusive on levels 2 to 8 inclusive, units 1 to 24 inclusive on levels 9 and 10, units 1 to 12 inclusive on levels 11 to 13 inclusive, units 1 to 10 inclusive on level 14, and units 1 to 6 inclusive on level 15, situate within Building A and Building B comprising part of this Condominium (hereinafter sometimes individually referred to as a **"highrise dwelling unit"** and collectively referred to as the **"highrise dwelling units"**);
- h) the **"Governmental Authorities"** shall mean the City of Richmond Hill, and all other governmental authorities or agencies having jurisdiction over the development of the Real Property;
- i) the **"Guest Suite Unit"** shall mean unit 48 on level 1 in Building A, being a single bedroom suite having a three piece washroom, a closet, a bar fridge and a microwave oven (and no other cooking facilities), and intended to be used solely for the purposes set out in section 33 of this declaration;
- j) the **"Locker units"** shall mean units 158 to 299 inclusive on level A, and units 198 to 366 inclusive on level B, and intended to be owned, used and/or occupied in accordance with the provisions of sections 25 and 31 of this declaration;
- k) the **"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, tools, light fixture supplies and space parts;
- l) the **"multi-purpose/party rooms"** shall mean the rooms located on level 1 in Building A and in Building B, and comprising part of 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, and **"multi-purpose/party room"** shall mean any one of the multi-purpose/party rooms;
- m) 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;
- n) the **"parcel delivery rooms"** shall mean the rooms located on level 1 in Building A and in Building B, and comprising part of the Recreational Amenities (as hereinafter defined) and comprising part of the common elements of this Condominium, together with any 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 23 of this declaration;
- o) the **"parking units"** shall mean units 1 to 157 inclusive on level A, and units 1 to 197 inclusive on level B, and intended to be owned, used and/or occupied in accordance with the provisions of sections 26 and 31 of this declaration;
- p) the **"property"** shall mean the Real Property (including all buildings 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;
- q) the **"Recreational Amenities"** shall mean or include the following amenities, all of which comprise part of the common elements of this Condominium, namely, two (2) multi-purpose/party rooms, two (2) parcel delivery rooms, a fitness room, a "stretch" room, a library, and a billiards room 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 by the respective owners, residents and tenants of the dwelling units in this Condominium (and their respective invitees from time to time) exclusively, in accordance with and subject to the provisions of this declaration;
- r) the term **"repair"** when used or referred to in this declaration with respect to any item, matter or component, shall expressly include the obligation to repair and replace the item, matter or component (as the case may be) after damage or failure, but shall not include the obligation to repair or replace any improvements made to the item, matter or component unless the Act or this declaration provides otherwise;
- s) the **"rules"** shall mean the rules passed by the board, and becoming effective in accordance with the provisions of section 58 of the Act;
- t) the **"Superintendent's Unit"** shall mean unit 46 on level 1 in Building A, being a single bedroom suite intended to be used solely for the purposes set out in section 34 of this declaration;
- u) 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, unfettered and unchallenged discretion) within the exclusive use outdoor 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 41(e)(iv) of this declaration (but nevertheless subject to the overriding provisions of sections 41(e)(v) and (vi) of this declaration);

- v) 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;
- w) the "visitor parking spaces" shall mean the fifty-four (54) visitor parking spaces [thirty-three (33) of which are located on level 1 and twenty-one (21) of which are located on level A] 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

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 **townhouse dwelling unit shall include** all pipes, wires, cables, conduits, ducts, mechanical, electrical and similar apparatus and the branch piping extending to, but not including, the common pipe risers, all of which provide a service or utility to the particular unit, regardless of whether or not same are located outside the unit boundaries described in Schedule "C". Each townhouse dwelling unit **shall also include** the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, including the shut-off valve, all of which provide a service or utility to that particular unit, regardless of whether or not same are located outside the unit boundaries described in Schedule "C".
- b) Each **townhouse dwelling unit shall exclude** any load bearing wall or column that provides support to another unit or the common elements, all exterior doors and frames, all windows and frames, all pipes, wires, cables, conduits, ducts, shafts, flues and mechanical, electrical and similar apparatus, carbon monoxide detectors, fire alarms, security or sprinkler systems, all of which are situate in the unit and provide a service or utility to another unit(s) or the common elements. **Townhouse dwelling units 3, 4, 8, 12, 16, 20, 24, 28, 32, 35, 39 and 42 on level 1 shall also exclude** any Sump Pump (as hereinafter defined) and all appurtenant electrical and mechanical equipment that are situate in the unit(s) and provide a service to another unit(s) or the common elements.
- c) Each of the **highrise dwelling units, the Guest Suite Unit and the Superintendent's Unit shall include** all pipes, wires, cables, conduits, ducts, mechanical, electrical and similar apparatus and the branch piping extending to, but not including, the common pipe risers, all of which provide a service or utility to the particular unit, regardless of whether or not same are located outside the unit boundaries described in Schedule "C". Each of the highrise dwelling units, the Guest Suite Unit and the Superintendent's Unit **shall also include** the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, including the shut-off valve, all of which provide a service or utility to that particular unit, regardless of whether or not same are located outside the unit boundaries described in Schedule "C".
- d) Each of the **highrise dwelling units, the Guest Suite Unit and the Superintendent's Unit shall exclude** any load bearing wall

or column that provides support to another unit or the common elements, all exterior doors and frames, all windows and frames, all pipes, wires, cables, conduits, ducts, shafts, flues and mechanical, electrical and similar apparatus, carbon monoxide detectors, fire alarms, security or sprinkler systems, all of which are situate in the unit and provide a service or utility to another unit(s) or the common elements.

- e) **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 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;
- f) **Each parking unit and locker unit shall exclude**, all equipment or apparatus including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hoses, floor area drains and sump pumps, sprinklers, lighting, fixtures, air-conditioning or heating equipment appurtenant thereto, which provide any service to the common elements or units, including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included), which may be located within any parking unit and locker unit.

Section 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 percent (100%).

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
350 Highway No. 7 East, PH7
Richmond Hill, Ontario
L4B 3N2

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

The Corporation's municipal address(es) shall be:

Building A	396 Highway No. 7 East, Richmond Hill, Ontario, L4B 0G7;
Building B	398 Highway No. 7 East, Richmond Hill, Ontario, L4B 0G6;
Townhouse Block C	392 Highway No. 7 East, Richmond Hill, Ontario, L4B 0G5;
Townhouse Block D	394 Highway No. 7 East, Richmond Hill, Ontario, L4B 0G5;
Townhouse Block E	388 Highway No. 7 East, Richmond Hill, Ontario, L4B 0G5;
Townhouse Block F	390 Highway No. 7 East, Richmond Hill, Ontario, L4B 0G5;
Townhouse Block G	384 Highway No. 7 East, Richmond Hill, Ontario, L4B 0G5; and
Townhouse Block H	386 Highway No. 7 East, Richmond Hill, Ontario, L4B 0G5.

The Corporation's mailing address shall be:

396 Highway No. 7 East
Richmond Hill, Ontario
L4B 0G7

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 building 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 on surrounding roads such as Highway No. 7, Highway No. 407 and Valleymede Drive (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 (hereinafter referred to as "MOECC"). The dwelling units have, therefore, been equipped with forced air heating and ducting, as well as central air conditioning which will allow windows and exterior doors (if any) to remain closed, thereby achieving indoor sound levels within 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 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.
- f) Non-disabled unit owners and/or occupants of any non-visitor handicapped parking units shall be obligated, upon notification by the 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.
- g) Unless the provincial funding model provides sufficient funds to construct new schools, there can be no assurance as to timing of new school construction nor a guarantee that public school accommodation will be provided within development area.
- h) Mail delivery will be from a designated community mailbox. The Declarant shall be responsible for notifying the owners and residents of the exact community mailbox locations.

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

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

Section 11 - Composition of First Board of Directors

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

PART 2 - COMMON EXPENSES

Section 12 - Specification of Common Expenses

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

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

authorized or ratified by any by-law;

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

Section 13 - Payment of Common Expenses

Each owner shall pay to the Corporation his or her proportionate share of the common expenses, and the assessment and collection of the contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision in this declaration or in any by-laws or rules of the Corporation in force from time to time [or a breach of any provision in any agreement(s) binding on the Corporation that is expressly authorized or ratified by any by-law] committed by any unit owner (and/or by members of his or her family, or by anyone residing in the owner's unit with the permission or knowledge of the owner, and/or his or her 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

- a) 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.
- b) 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 so contributed by or on behalf of this Condominium (together with all interest earned or accrued thereon) shall constitute an asset of the Corporation, and shall not be distributed to any unit 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 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 he or she 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 office(s) and 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 and unchallenged 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, representatives 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 any concierge personnel retained by or on behalf of this Condominium, and correspondingly situate in the lobby of (or elsewhere within the confines of) this 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 and unchallenged 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 aforementioned marketing/sales/construction/customer-service office(s), or may leave all fixtures or attached furnishings situate or maintained therein to or for the benefit of this Condominium, as determined by the Declarant in its sole, unfettered and unchallenged discretion.

Section 18 - Use of the Recreational Amenities

- a) Subject to the overriding provisions of section 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 section 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 and unchallenged discretion, to govern and control the use and operation of the Recreational Amenities (and any portion thereof) and the various amenities, services and/or facilities therein (or provided or operated 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 coordinate the operation and use of the Recreational Amenities with the Declarant's marketing, sales, construction and/or customer-service program(s) in respect of the units in 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 or operated 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 section 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 in connection with the units in this Condominium, 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 [and within any unsold dwelling unit(s) in this Condominium] as the Declarant may unilaterally determine or select, in its sole, unfettered and unchallenged discretion, until such time as the Declarant has sold and transferred title to all of the units in this Condominium. The cost of erecting, maintaining and ultimately dismantling the said marketing, sales, construction and/or customer-service offices, as well as the said model suites, shall be borne by the Declarant, but the Declarant shall not be charged for the use of the space so occupied, nor for any utility services (or 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. 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 and unchallenged discretion), subject however to such reasonable and customary restrictions on access thereto as may be implemented by the concierge personnel retained by and on behalf of the Corporation. 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 ongoing 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 and unchallenged discretion, until such time as the Declarant has sold and conveyed title to all of the dwelling units in this Condominium to the respective unit purchasers thereof. 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 leave any or all of same therein, to or for the benefit of this Condominium and the residents thereof, as determined by the Declarant in its sole, unfettered and unchallenged discretion.

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

The multi-purpose/party rooms located on level 1 in Building A and in Building B (comprising part of the Recreational Amenities and comprising part of the common elements of this Condominium) shall only be used to accommodate the respective parties and/or meetings which are convened or arranged by (and which benefit) any of the owners, residents and/or tenants of the dwelling units in this Condominium and/or the Declarant (while the Declarant continues to own any units in this Condominium). The use of the multi-purpose/party rooms shall be subject to the terms and provisions of any applicable by-laws and regulations of the Governmental Authorities, and shall also be governed by the rules and regulations of this Condominium 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 or night of use or occupancy of the multi-purpose/party room, in accordance with the rules and regulations passed by the board of directors from time to time in connection therewith. In addition, a security charge covering the cost of retaining temporary security personnel to monitor the access and egress of all guests or attendees of any such party or meeting (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 whatsoever involving its use or reservation of either or both of the multi-purpose/party rooms, 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 of this Condominium that has been convened for the purposes of formally conducting the business and affairs of this Condominium.

Section 20 - Use of the Visitor Parking Spaces

- a) Save as hereinafter otherwise provided to the contrary, it is expressly declared and stipulated that each of the visitor parking spaces (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 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 and unchallenged discretion), which right shall cease forthwith upon the sale of all dwelling units owned by the Declarant in this Condominium;
 - ii) none of the visitor parking spaces shall be assigned, leased or sold to any unit owner(s) or to any other party or parties, nor otherwise conveyed or encumbered, nor shall any of the visitor parking spaces ever be used by any unit owner(s), nor be made, converted to or considered part of any exclusive use portions of the common elements; and
 - iii) where any visitor parking space(s) is/are also designated for handicapped parking, then such visitor handicapped parking space(s) may only be used by a disabled or handicapped visitor to this Condominium, provided that he or she holds a valid accessible/disabled parking permit that is appropriately displayed or visible in his or her 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 may hereafter wish to exclude from the property, from time to time), but shall nevertheless specifically include any construction, loading and/or service vehicles used by or on behalf of the Declarant and/or any of its employees, agents, representatives, contractors and/or subcontractors in the course of constructing, completing, servicing, maintaining and/or repairing this Condominium or any portion(s) thereof, as well as any service vehicles utilized hereafter in connection with the servicing, maintenance and/or repair of any of the units and/or any portion of the 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 concierge personnel retained by or on behalf of this Condominium.
- e) The Declarant has equipped two (2) of the visitor parking spaces on level 1 with an electrical outlet and an electric charging station as an appurtenance thereto to be utilized on a "pay per use" and "first come, first served" basis, in order to accommodate (and to correspondingly service or charge) any electric vehicle that is intended to be parked therein, and the Corporation shall be responsible for maintaining and repairing the electrical outlet and the electric charging station appurtenant to said visitor parking spaces.

Section 21 - Use of the Bicycle Storage Areas

- a) The bicycle storage areas for the residents of this Condominium are situate on level A, and comprise part of the common elements of this Condominium, and shall be used only for the temporary storage of the bicycles of those dwelling unit owners in this Condominium (and/or their respective residents and/or tenants) on a "first come, first served" basis.
- b) The bicycle storage areas for the visitors to this Condominium are situate on level A, and comprise part of the common elements of this Condominium, and shall be used only for the temporary storage of the bicycles of visitors and guests of the respective owners, residents and tenants of the dwelling units in this Condominium from time to time, and shall likewise be used on a "first come, first served" basis.
- c) Only one bicycle is permitted to be parked in each bicycle parking space/rack and the use of each of the aforementioned bicycle storage areas shall be subject to the terms and provisions of any applicable by-laws and regulations of the Governmental Authorities, and shall also be governed by the rules and regulations of the Corporation in force from time to time.
- d) The use of bicycle covers for bicycles parked in the visitor bicycle storage areas is prohibited.

Section 22 - Use of the Residential Garbage Storage/Recycling Rooms

- a) The owners, residents and tenants of the dwelling units in this Condominium will have access to, and use of, garbage storage/recycling rooms (namely, garbage rooms situate on level A in Building A and in Building B, and a recycling room situate on level 1 in Building A) and comprising part of the common elements of this Condominium, which rooms shall be equipped with an automated recycling and waste sorting system, and intended to be used solely for the purposes of temporarily storing, sorting and recycling the garbage refuse emanating from the dwelling units and the common element areas of 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 Richmond Hill 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 dwelling 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/recycling rooms, to a reinforced exterior concrete storage/collection pad that will accommodate the Condominium's garbage bins. The City of Richmond Hill 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 rooms), 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 - Use of the Parcel Delivery Rooms

The parcel delivery rooms located on level 1 in Building A and in Building B (comprising part of the Recreational Amenities and comprising part of the common elements of this Condominium) shall only be used to facilitate the temporary storage and distribution of parcels ordered online from any third party retailers by the Declarant and the respective owners, residents and tenants of the highrise dwelling units only. Any parcels ordered online from any third party retailers by the owner, resident and tenant of any of the townhouse dwelling unit shall be delivered directly to his or her respective townhouse dwelling unit.

Section 24 - Restricted Access and/or Use of Certain Common Element Areas

Save as otherwise specifically provided elsewhere in this declaration to the contrary, it is hereby declared and stipulated that without the prior written consent of the board, no one other than the Declarant (and the authorized agents or representatives of the Declarant or the Corporation) shall have any right of access to any part of the common elements designated or used from time to time as a utilities area, service room, equipment room, electrical or mechanical room, building maintenance or storage area, building manager's office, the Declarant's marketing, sales, construction and/or customer-service office(s), any area used by the Declarant as a temporary model suite, any area used for operating or storing the machinery of the Corporation, any portion of the roof comprising part of the common elements of this Condominium, or any other parts of the common elements used for the care, maintenance or repair of the Condominium's property

generally. Save for the Declarant and its authorized agents, tenants and/or representatives from time to time, no one shall be entitled to place or affix any matter or thing directly on top of any rooftop structure which encloses or houses any mechanical or electrical equipment, or any heating or cooling equipment, as well as any elevator shafts, stairwells, catwalks, cooling towers, boiler rooms and/or fresh air ducts. The foregoing restrictions on access shall not apply to any mortgagee having a registered first mortgage or charge that encumbers at least twenty-five percent (25%) of the dwelling units in this Condominium, if such mortgagee is exercising a right of access for purposes of inspection, upon giving forty-eight (48) hours prior written notice thereof to the Corporation or its property manager.

Section 25 - Modification of Common Elements, Assets and Services

a) **General Prohibition**

Save as otherwise specifically provided in this declaration to the contrary, no owner shall make any change or alteration to the common elements (or to an installation upon the common elements), nor alter, decorate, renovate, maintain or repair any part of the common elements (except for maintaining or repairing those parts of the common elements that he or she 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, terrace, deck or porch 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 percent (66 2/3%) of the units, at a meeting duly called for such purpose, in accordance with the provisions of sections 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 sections 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 section 97(6) of the Act. The cost of any addition, alteration, improvement or change that the Corporation makes (whether substantial or otherwise) shall form part of the common expenses.

e) **As-Built Drawings**

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

PART 4 - OWNERSHIP OF UNITS

Section 26 - Restrictions on Parking Units and Locker Units

- a) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and subject to the overriding provisions of subparagraph (b) below, it is expressly declared and stipulated that the ownership, sale, leasing, charging, assignment, transfer and/or other conveyance or encumbrance of any or all of the parking units and/or locker units in this Condominium (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) a Restricted Unit shall only be owned by the Declarant or by the Corporation, or by an owner of a dwelling unit in this Condominium, and shall only be used or occupied by the Declarant, the Corporation or by an owner, resident or tenant of a dwelling unit in this Condominium;
 - ii) no one (other than the Declarant or the Corporation) shall retain ownership of any Restricted Unit after he or she has sold and conveyed title to his or her dwelling unit in this Condominium;
 - iii) 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;
 - iv) 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;
 - v) 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
 - vi) 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 in subparagraph (a) hereof shall be automatically null and void, and of no force or effect whatsoever, and any lease of any Restricted Unit shall automatically be deemed and construed to be amended in order to accord with the foregoing provisions hereof.

Section 27 - The Corporation’s Obligation to Acquire the Guest Suite Unit 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 Unit from the Declarant, for the total purchase price or consideration of Two Hundred and Twenty Thousand Dollars (\$220,000.00) in Canadian funds, inclusive of H.S.T., in strict accordance with the following provisions, namely:

- a) Title to the Guest Suite Unit shall be conveyed by the Declarant to this Condominium within thirty (30) 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 “**Guest Suite Transfer Date**”), for the total consideration of \$220,000.00 (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 Unit in favour of) the Declarant (hereinafter referred to as the “**Guest Suite VTB Mortgage**”), and this Condominium shall accept the conveyance of title to the Guest Suite Unit 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 Guest Suite VTB Mortgage shall have a ten (10) year term commencing on the Guest Suite Transfer Date and maturing ten (10) years from and after the Guest Suite Transfer Date (hereinafter referred to as the "Guest Suite Maturity Date"), shall bear interest at the rate of six percent (6%) per annum, calculated semi-annually, not in advance (hereinafter referred to as the "Guest Suite Interest Rate") computed and accruing from and after the Guest Suite 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 Guest Suite 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 Guest Suite Transfer Date (hereinafter referred to as the "Guest Suite First Payment Date");
- d) The Guest Suite VTB Mortgage shall mature, and be fully due and payable on the Guest Suite Maturity Date;
- e) The Guest Suite 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 Unit);
- f) All blended monthly mortgage payments owing to the mortgagee under the Guest Suite VTB Mortgage (hereinafter referred to as the "Guest Suite 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 Guest Suite 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 Guest Suite Mortgagee), or alternatively made by way of a series of 12 post-dated cheques delivered to the Guest Suite Mortgagee on or before the Guest Suite First Payment Date, and delivered on the same date each year thereafter throughout the term of the Guest Suite VTB Mortgage;
- g) All payments on account of principal and/or interest that are owing or payable under or pursuant to the Guest Suite VTB Mortgage, and all other associated costs and/or charges related to the ownership of the Guest Suite Unit, together with all realty taxes, insurance premiums and common expenses assessed against the Guest Suite Unit (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 Unit to this Condominium (for a total value of consideration equal to the face principal sum of the Guest Suite 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 Guest Suite VTB Mortgage and to pay off the Declarant for the unpaid purchase price of the Guest Suite Unit, 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 Guest Suite VTB Mortgage as hereinbefore described.
- i) Once the Guest Suite Unit has been transferred to the Condominium, the Guest Suite Unit 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 33 of this declaration.
- j) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of the 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.

Section 28 - The Corporation's Obligation to Acquire the Superintendent's Unit 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 Superintendent's Unit (along with a parking unit and a locker unit to be designated by the Declarant) from the Declarant, for the total purchase price or consideration of Three Hundred and Seven Thousand, Five Hundred Dollars (\$307,500.00) in Canadian funds, inclusive of H.S.T., in strict accordance with the following provisions, namely:

- a) Title to the Superintendent's Unit shall be conveyed by the Declarant to this Condominium within thirty (30) 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 "Superintendent Transfer Date"), for the total consideration of \$307,500.00 (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 Superintendent's Unit (together with the parking unit and locker unit so designated by the Declarant) in favour of] the Declarant (hereinafter referred to as the "**Superintendent VTB Mortgage**"), and this Condominium shall accept the conveyance of title to the Superintendent's Unit 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 Superintendent VTB Mortgage shall have a ten (10) year term commencing on the Superintendent Transfer Date and maturing ten (10) years from and after the Superintendent Transfer Date (hereinafter referred to as the "**Superintendent Maturity Date**"), shall bear interest at the rate of six percent (6%) per annum, calculated semi-annually, not in advance (hereinafter referred to as the "**Superintendent Interest Rate**") computed and accruing from and after the Superintendent 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 Superintendent 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 Superintendent Transfer Date (hereinafter referred to as the "**Superintendent First Payment Date**");
- d) The Superintendent VTB Mortgage shall mature, and be fully due and payable on the Superintendent Maturity Date;
- e) The Superintendent 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 Superintendent's Unit);
- f) All blended monthly mortgage payments owing to the mortgagee under the Superintendent VTB Mortgage (hereinafter referred to as the "**Superintendent 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 Superintendent 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 Superintendent Mortgagee), or alternatively made by way of a series of 12 post-dated cheques delivered to the Superintendent Mortgagee on or before the Superintendent First Payment Date, and delivered on the same date each year thereafter throughout the term of the Superintendent VTB Mortgage;
- g) All payments on account of principal and/or interest that are owing or payable under or pursuant to the Superintendent VTB Mortgage, and all other associated costs and/or charges related to the ownership of the Superintendent's Unit, together with all realty taxes, insurance premiums and common expenses assessed against the Superintendent's Unit (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 Superintendent's Unit to this Condominium (for a total value of consideration equal to the face principal sum of the Superintendent 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 Superintendent VTB Mortgage and to pay off the Declarant for the unpaid purchase price of the Superintendent's Unit, 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 Superintendent VTB Mortgage as hereinbefore described.
- i) Once the Superintendent's Unit has been transferred to the Condominium, the Superintendent's Unit 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 Condominium's superintendent in accordance with section 34 of this declaration.
- j) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of the Superintendent's 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 29 - General Use

- a) No unit shall be occupied or used by any owner, or by anyone else, in such a manner as is likely to damage or injure any person or property (including any other units or any portion of the common elements), nor in any manner that will unreasonably interfere

with the use or enjoyment by other owners of the common elements or their respective units, nor in any manner which might affect the structural integrity of any unit and/or the common elements, or that may result in the cancellation (or threat of cancellation) of any insurance policy obtained or maintained by the Corporation or otherwise referred to in this declaration, or that may significantly increase any insurance premium(s) or deductible amount with respect to any insurance policy of the Corporation, nor in such a manner as to lead to a breach by any owner (or by the Corporation) of any provision of this declaration, the by-laws or rules of this Condominium, and/or any agreement(s) binding on the Corporation and expressly authorized or ratified by any by-law. In the event that the use of a unit made by any owner (and/or by such owner's residents, tenants, employees, invitees or licensees), or by anyone else for whose actions such owner is responsible at law or in equity, causes injury to any person, or causes damage to such owner's unit and/or to any other unit(s) or to any part of the common elements, or results in the premium of any insurance policy obtained or maintained by the Corporation being significantly increased, or results in the payment of a deductible amount (or an increase in any deductible amount) with respect to any insurance policy of the Corporation, or results in any such policy being cancelled, then such owner shall fully indemnify and save the Corporation harmless from and against all costs, claims, damages and/or liabilities that the Corporation may suffer or incur as a consequence thereof, and such owner shall also be personally liable to pay and/or fully reimburse the Corporation for all costs and expenses incurred to fully redress or rectify any such injury or damage [including, without limitation, all deductible amounts and increased insurance premiums (if any), together with all legal fees and disbursements incurred by the Corporation in the collection of any of the aforementioned costs, on a substantial-indemnity scale], on the express understanding that all such costs, expenses, legal fees and disbursements may be recovered by the Corporation against such owner in the same manner, and to the same extent, as common expenses (and with corresponding lien rights in favour of the Corporation against such owner's unit, similar to the case of common expense arrears). The foregoing provisions of this subsection shall not, however, be construed so as to prohibit or restrict (nor shall same be applied in any manner which prohibits or restricts) the short term leasing, subleasing, licensing or sublicensing of any dwelling unit or group of dwelling units, whether in a furnished or unfurnished state, provided and so long as any such lease, sublease, license or sublicense (as the case may be) complies with the provisions of section 30(a) hereof, and the aforementioned indemnity and reimbursement provisions with respect to any increased insurance premiums and/or deductible amount(s) regarding the Corporation's insurance shall not apply with respect to any short term leasing, subleasing, licensing or sublicensing of dwelling unit or group of dwelling units, provided and so long as same complies with the provisions of section 30(a) hereof.

- 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 the 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), telecommunications 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 or slope of the Real Property (or any portion thereof), nor alter, obstruct or interfere with any driveways and/or any drainage pattern(s) in respect 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 provision(s) of this declaration.

- e) Save and except as may otherwise be expressly permitted by any other provisions 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 may otherwise be expressly permitted by any other provision of this declaration, 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, 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 subsection 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 elsewhere 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 area(s) appurtenant thereto.

Section 30 - Use of the Dwelling Units

- a) Save as otherwise expressly provided in this declaration to the contrary, it is hereby declared and stipulated that 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 City of Richmond Hill governing the Real Property (with all such applicable zoning and building by-laws and regulations, as may hereafter be amended or varied from time to time, being hereinafter collectively referred to as the "**Applicable Zoning By-laws**");
 - ii) any lease, sublease, license or sublicense (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 ninety (90) consecutive days;
 - iii) the Corporation shall not hereafter:
 - A. impose or charge (either directly or indirectly) any form of security (whether as a refundable deposit or otherwise), nor any tenant, occupant or guest registration fee, nor any exchange of key fee, nor any other type of administration fee(s) or charge(s) whatsoever, nor demand or require any tenant, occupant or guest registration and/or any additional notification(s) or information above and beyond the minimum required by section 83 of the Act (and by any regulations promulgated thereunder from time to time, pertaining to the leasing of any unit), in connection with any short-term rental arrangements made (or intended to be made) with respect to any dwelling unit(s) in this Condominium; and/or
 - B. restrict, limit or interfere with (either directly or indirectly), nor place any conditions upon, the right of any unit owner's tenants, subtenants, licensees, sublicensees or occupants to access and use all of the non-exclusive use common element areas of this Condominium, including without limitation, all of this Condominium's recreational facilities and/or amenities,
- so long as the initial term or duration of any lease, sublease, license or sublicense (as the case may be) so entered into has, in each case, a minimum initial term or duration of not less than ninety (90) consecutive days, as hereinbefore required, and accordingly any by-law, rule or board resolution hereafter passed or enacted which purports to do so in contravention of the foregoing provisions shall be deemed and construed to be ultra vires and unenforceable; and

- iv) 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 percent (25%) 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, conveyed 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) A sump-pump and pit, and all ancillary equipment, fixtures and/or installations (hereinafter collectively referred to as the "**Sump Pump**") are situate along and/or beneath the concrete surface of the basement floor in townhouse dwelling units 3, 4, 8, 12, 16, 20, 24, 28, 32, 35, 39 and 42 on level 1 (hereinafter individually referred to as a "**Sump Pump Townhome**", and collectively referred to as the "**Sump Pump Townhomes**"). The Sump Pump shall be monitored remotely twenty-four (24) hours a day, seven (7) days a week by the property manager or their designated agent. In light of the fact that the Sump Pump located in any of the Sump Pump Townhomes services both the townhouse dwelling unit in which it is located and other townhouse dwelling units in this Condominium, as well as any common element area within this Condominium, and notwithstanding anything contained in this declaration (or in any by-laws or rules hereafter passed or enacted) to the contrary, it is hereby declared and expressly stipulated that the owner(s) and occupants(s) of the Sump Pump Townhomes shall be obliged to allow the property manager and/or the Corporation (and its authorized workmen, agents, representatives, contractors, sub-contractors and/or service personnel) reasonable access to (and through) each of their Sump Pump Townhomes which contains a Sump Pump, 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 forty-eight (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 inspection, maintenance, repair, replacement, relocation and/or servicing of the Sump Pump (and all ancillary equipment, fixtures and/or 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, replace and/or service any such Sump Pump. In the event the owner of a Sump Pump Townhome violates the provisions of this section, such unit owner shall indemnify the Corporation and any unit owner(s) for all costs, expenses and liabilities, damages and losses suffered or incurred as a result of such contravention (all of which may be recovered by the Corporation against such owner in the same manner as common expenses). The Sump Pump will form part of the common elements and shall be inspected, maintained, repaired, replaced, relocated and serviced by the Condominium and the costs thereof shall comprise part of the common expenses. The electricity consumed by each Sump Pump will not be separately check metered and will therefore comprise part of the electricity consumption of the townhouse dwelling unit in which the Sump Pump is located and the cost thereof will be charged to the townhouse dwelling unit in which the Sump Pump is located.
- d) A private in-suite elevator has been installed by the Declarant within each of townhouse dwelling units 1, 2, 5, 7, 9, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 26, 28, 29, 30, 31, 32, 33, 35, 36, 38, 39 and 41 on level 1 (hereinafter collectively referred to as the "**Elevator Townhomes**"), and subject to any available warranties so provided by the manufacturer and/or installer of said private in-suite elevator (if applicable), it is hereby declared and stipulated that the owner of each of the Elevator Townhomes shall be solely and exclusively responsible for all of the ongoing costs of operating, insuring, maintaining and/or repairing the said elevator (and all equipment, fixtures and/or installations ancillary or appurtenant thereto), including all periodic inspections required by all applicable municipal and/or provincial legislation and the cost of compliance therewith, as and when required, on

the express understanding and stipulation that:

- i) the common expenses of this Condominium shall not include or cover the operation, maintenance and/or repair costs, associated with (or attributable to) any of the aforementioned in-suite elevators, nor shall the Corporation be obliged to pay for same, in whole or in part; and
- ii) the owner of each of the Elevator Townhomes shall be solely and exclusively responsible for arranging and retaining (at such owner's sole cost and expense) a remote monitoring alarm service in connection with the operation of such owner's in-suite elevator (ie. to call on an emergency basis, if and when someone is occupying the elevator when it suddenly fails to operate), inasmuch as said elevator will not be connected to this Condominium's concierge station or building superintendent, and therefore the failure to retain such a monitoring alarm service for the private elevator's operation will be at the owner's sole risk.

Section 31 - Use of the Parking Units

- a) Each parking unit shall be used and occupied for motor vehicle parking purposes only, in strict accordance with the rules of the Corporation in force from time to time. Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the board, the term "motor vehicle", when used in the context of parking units, shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan or truck not exceeding 1.9 metres in height, and shall exclude any type of commercial vehicle or truck, and any trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the board may hereafter wish to exclude from the property, from time to time), but shall nevertheless specifically include any construction, loading and/or service vehicles used by or on behalf of the Declarant and/or any of its employees, agents, representatives, contractors and/or subcontractors in the course of constructing, completing, servicing, maintaining and/or repairing this Condominium or any portion(s) thereof, as well as any service vehicles utilized hereafter in connection with the servicing, maintenance and/or repair of any of the units and/or any portion of the common elements within this Condominium.
- b) The owner of a parking unit shall maintain same in a clean and sightly condition. The Corporation may make a 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 124, 127, 153 and 157 on level A, and parking units 57, 128, 131 and 195 on level B, 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 Corporation, 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 1 to 7 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 an electrical outlet as an appurtenance thereto, in order to accommodate (and correspondingly service or charge) any electric vehicle that may be owned or operated by the owner or tenant of such parking unit. In the event that an owner of an EV Parking Unit wishes to install an electric charging station as an appurtenance to their EV Parking Unit, then such owner shall:
 - (i) make arrangements with the Condominium for the installation of an electric charging station, and shall correspondingly enter into an AAI Agreement with the Condominium, 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 same, all at the owner's sole cost and expense; and
 - (ii) make arrangements with the Utility Monitor (as hereinafter defined) and the Condominium for an electricity check meter to be installed as an appurtenance to such 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, all at such owner's sole cost and expense.

The Condominium shall be obliged to pay (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, but the owner of the EV Parking Unit shall nevertheless be responsible for the cost of maintaining and repairing the charger (or charging station) and the electrical outlet, 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 EV 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). All arrears of any check-metered electricity consumption in respect of any EV Parking Unit 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 Unit, 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 (or by the Utility Monitor, as agent for 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.

- e) 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 (ie. a parking unit with an electrical outlet, a charger or charging station, and an electricity check meter installed as an appurtenance thereto), 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 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]. 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 aforementioned electrical charger or charging station appurtenant to each of the EV Parking Units so created by the Declarant, 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 building department of the City of Richmond Hill. 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 parking units that may be subsequently created (or that may wish to be created) by the Corporation (or by any of the respective unit owners in this Condominium) at any time after the registration of this Condominium, and that neither the Corporation 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 32 - Use of the Locker Units

- a) Each locker unit shall be used and occupied for storage purposes (including the storage of one or more bicycles therein, if same can be accommodated within the confines thereof), 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.

Section 33 - Use of the Guest Suite Unit

The Guest Suite Unit shall only be used to provide overnight accommodation exclusively for the guests or invitees 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 use or occupancy of the Guest Suite Unit, in such amount, and upon such terms and conditions, as the board of directors may establish from time to time. The use of the Guest Suite Unit shall be subject to the terms and provisions of any applicable by-laws and regulations of the Governmental Authorities, and any agreement(s) entered into by the Corporation with any management/cleaning firm pertaining to same, and shall also be governed by the rules and regulations of the Condominium in force from time to time.

Section 34 - Use of the Superintendent's Unit

The Superintendent's Unit shall be used and occupied solely and exclusively as the residence for the building superintendent retained or employed by or on behalf of this Condominium from time to time, to assist in the general maintenance and repair of the common elements of this Condominium.

Section 35 - Utility Consumption of the Dwelling Units

a) Water, electricity and natural gas service to the non-exclusive use common element areas of this Condominium will be bulk-metered and the cost of same shall correspondingly comprise part of the common expenses. However, this Condominium has been designed so that:

- i) each of the highrise dwelling units in this Condominium shall be:
 - A) separately sub-metered (and correspondingly separately invoiced) for electricity service provided to the highrise dwelling unit and its appurtenant exclusive use common elements, pursuant to a check meter, sub-meter or consumption meter appurtenant to the highrise dwelling unit that is read by the Utility Monitor (as hereinafter defined), and, accordingly, the highrise dwelling unit's consumption of electricity (including the electricity consumption relating to any exclusive use common area appurtenant to the highrise dwelling unit) shall not comprise part of the common expenses, but rather shall be borne and paid for solely by the owner of the highrise dwelling unit;
 - B) separately sub-metered (and correspondingly separately invoiced) for cold water service provided to the highrise dwelling unit and its appurtenant exclusive use common elements, pursuant to a check meter, sub-meter or consumption meter appurtenant to the highrise dwelling unit that is read by the Utility Monitor (as hereinafter defined), and, accordingly, the highrise dwelling unit's consumption of cold water (including the cold water consumption relating to any exclusive use common area appurtenant to the highrise dwelling unit) shall not comprise part of the common expenses, but rather shall be borne and paid for solely by the owner of the highrise dwelling unit; and
 - C) separately sub-metered (and correspondingly separately invoiced) for hot water service provided to the highrise dwelling unit and its appurtenant exclusive use common elements, pursuant to a check meter, sub-meter or consumption meter appurtenant to the highrise dwelling unit that is read by the Utility Monitor (as hereinafter defined), and, accordingly, the highrise dwelling unit's consumption of hot water (including the hot water consumption relating to any exclusive use common area appurtenant to the highrise dwelling unit) shall not comprise part of the common expenses, but rather shall be borne and paid for solely by the owner of the highrise dwelling unit; and
- ii) Each of the townhouse dwelling units in this Condominium shall be:
 - A) separately metered (and correspondingly separately invoiced) for electricity service provided to the townhouse dwelling unit and its appurtenant exclusive use common elements, pursuant to a separate meter appurtenant to the townhouse dwelling unit that is read and invoiced directly by the electricity service provider, namely, Alectra Utilities, and, accordingly, the townhouse dwelling unit's consumption of electricity (including the electricity consumption relating to any exclusive use common area appurtenant to the townhouse dwelling unit) shall not comprise part of the common expenses, but rather shall be borne and paid for solely by the owner of the townhouse dwelling unit;
 - B) separately sub-metered (and correspondingly separately invoiced) for cold water service provided to the townhouse dwelling unit and its appurtenant exclusive use common elements, pursuant to a check meter, sub-meter or consumption meter appurtenant to the townhouse dwelling unit that is read by the Utility Monitor (as hereinafter defined), and, accordingly, the townhouse dwelling unit's consumption of cold water (including the

cold water consumption relating to any exclusive use common area appurtenant to the townhouse dwelling unit) shall not comprise part of the common expenses, but rather shall be borne and paid for solely by the owner of the townhouse dwelling unit; and

- C) separately metered (and correspondingly separately invoiced) for natural gas service provided to the townhouse dwelling unit and its appurtenant exclusive use common elements, pursuant to a separate meter appurtenant to the townhouse dwelling unit that is read and invoiced directly by the natural gas service provider, namely, Enbridge Gas, and, accordingly, the townhouse dwelling unit's consumption of natural gas (including the natural gas consumption relating to any exclusive use common area appurtenant to the townhouse dwelling unit) shall not comprise part of the common expenses, but rather shall be borne and paid for solely by the owner of the townhouse dwelling unit.
- b) The Corporation will receive the bulk invoices for the water, electricity and natural gas services utilized or consumed by all of the dwelling units (as the case may be) and common elements as a whole, as well as any EV Parking Units (if applicable), from the local water, electricity and natural gas 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, in an effort to promote conservation of the amount of water and electricity being utilized in this Condominium, the Declarant has installed separate check or consumption meters for hot water, cold water and electricity service appurtenant to each of the highrise dwelling units in this Condominium (for the purposes of measuring and gauging the hot water, cold water and electricity consumed by each owner's highrise dwelling unit, and by any exclusive use common element areas appurtenant thereto), together with separate check or consumption meters for cold water service appurtenant to each of the townhouse dwelling units in this Condominium (for the purposes of measuring and gauging the cold water consumed by each owner's townhouse dwelling unit, and by any exclusive use common element areas appurtenant thereto).
- c) The Corporation shall retain the services of one or more third party utility contractors or monitors (hereinafter referred to as the "**Utility Monitor**"), who shall initially be Provident Energy Management Inc. (hereinafter referred to as "**Provident**"), and who shall read and monitor:
- i) the check meters for hot water, cold water and electricity appurtenant to each of the highrise dwelling units, on a periodic basis, and shall correspondingly issue invoices periodically to each of the respective highrise dwelling unit owners for the cost of their respective consumption of hot water, cold water and electricity service, determined in accordance with the Utility Monitor's sub-meter readings; and
 - ii) the check meters for cold water appurtenant to each of the townhouse dwelling units, on a periodic basis, and shall correspondingly issue invoices periodically to each of the respective townhouse dwelling unit owners for the cost of their respective consumption of cold water, determined in accordance with the Utility Monitor's sub-meter reading.
- d) The servicing agreement entered into between this Condominium and the Utility Monitor (hereinafter referred to as the "**Utility Monitoring Agreement**") shall make the Utility Monitor responsible for attending to the maintenance, repair and/or replacement, as and when necessary, of the check meters appurtenant to each of the dwelling units in this Condominium (as well as the electricity check meters appurtenant to each of the EV Parking Units, if applicable), in order to ensure that each check or consumption meter operates properly, subject however to the overriding obligation of the Corporation to fully pay for (or to forthwith fully reimburse the Utility Monitor for) all costs and expenses incurred in connection with such maintenance or repair work and/or replacement (all of which costs so incurred by the Corporation shall comprise part of the common expenses). In turn, the Utility Monitor shall be entitled to charge a monthly administration fee directly to each of the dwelling unit owners and to the owner of any EV Parking Unit, if applicable (incorporated as part of each unit owner's respective periodic invoices for the cost of water and electricity service so consumed), as compensation for the Utility Monitor's reading and invoicing services. The Utility Monitor's monthly administration fee or charge may also be subject to increase, on an annual basis, to reflect the proportionate increase (if any) in the Consumer Price Index, on each anniversary of the date of registration of this Condominium.
- e) Forthwith following the Corporation's receipt of each of the Bulk Utility Bills, the Corporation shall cause the Utility Monitor to read the check meters for hot water, cold water and electricity appurtenant to each of the highrise dwelling units, as well as the cold water check meter appurtenant to each of the townhouse 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 Corporation) shall thereafter issue and submit its own separate periodic invoice(s) to each of

the dwelling unit owners reflecting the cost for their respective hot water, cold water and electricity consumption, as the case may be [with the cost of the hot water, cold water and electricity service so consumed, as the case may be, by each of the dwelling units (and any exclusive use common element areas appurtenant thereto), being hereinafter collectively referred to as each dwelling unit owner's "Proportionate Share of Residential Utility Consumption" or "P.S.R.U.C."].

- f) Each dwelling unit owner shall be obliged to pay to the Utility Monitor (as agent for the Corporation) his or her P.S.R.U.C. on or before the date set out in the invoice issued by the Utility Monitor, following each dwelling unit owner's receipt of same (hereinafter referred to as the "Due Date"). In the event that any dwelling unit owner fails to pay to the Utility Monitor his or her P.S.R.U.C. on or before the Due Date, then in addition to any other rights, remedies or powers available to the Corporation (at common law, by statute, or in equity), the Corporation shall be entitled to:
- i) charge and levy interest against such owner (hereinafter referred to as the "Defaulting Owner") on such unpaid P.S.R.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 19.56% per annum, calculated monthly not in advance, with interest on the unpaid P.S.R.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.R.U.C. amount, together with all outstanding interest accrued thereon as aforesaid, to the common expenses that are otherwise due and owing or payable by such Defaulting Owner to the Corporation, and to recover same from the Defaulting Owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation as apply to common expense arrears); and/or
 - iii) maintain and enforce a lien against the Defaulting Owner's dwelling unit, as security for the payment of his or her P.S.R.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.
- g) Any monies received by the Corporation arising from the sale of the Defaulting Owner's dwelling unit pursuant to the Corporation's enforcement of the Utility Lien shall be applied by the Corporation in the following order of priority, namely:
- i) firstly, to pay and fully satisfy all outstanding charges or similar encumbrances, if any, registered against the Defaulting Owner's dwelling unit which, at law, have priority over the Utility Lien;
 - ii) secondly, to pay or reimburse the Corporation for all costs and expenses incurred in connection with its enforcement of the Utility Lien, and the ultimate sale of the Defaulting Owner's unit thereby or thereunder, including without limitation, all legal, accounting, advertising, brokerage and other related fees, expenses and disbursements, together with all monies paid to prior encumbrancers in respect of such dwelling unit;
 - iii) thirdly, to pay or reimburse the Corporation for (or in respect of) the Defaulting Owner's P.S.R.U.C. amount, as the case may be, 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 19.56% per annum, calculated monthly, not in advance;
 - iv) fourthly, to pay and attempt to satisfy the claims of any subsequently registered lienholders, chargees or other

encumbrancers (registered against such Defaulting Owner's dwelling unit after the registration of the Corporation's Utility Lien), in accordance with their respective priorities pursuant to the provisions of the *Land Titles Act*, R.S.O. 1990, as amended, and any applicable provisions of the Act; and

- v) fifthly, the surplus or residue, if any, shall thereafter be paid to the Defaulting Owner, or to his or her heirs, estate trustees, successors or assigns.
- h) The execution by the Corporation of a certificate confirming that the Corporation does, or does not, maintain or claim the Utility Lien against a particular dwelling unit, pursuant to the foregoing provisions of this section, shall constitute irrefutable evidence and proof of same, and the Corporation shall be obliged to execute such a certificate forthwith upon its receipt of a written request for same from the Declarant, any prospective purchaser or mortgagee of any such 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 \$100.00 plus H.S.T. (but at no charge, fee or expense whatsoever to the Declarant requesting same). Any registered mortgagee, or any purchaser or prospective mortgagee of the Defaulting Owner's dwelling unit shall, upon payment to the Corporation of the full amount secured by the Utility Lien so maintained by the Corporation pursuant to the foregoing provisions of this section, have the right to receive a full and complete discharge or an absolute assignment thereof, provided that such party must first deliver written notice to the Corporation requesting such discharge or assignment, setting forth a date and time for the delivery of such discharge or assignment [which date shall not be less than ten (10) days, nor more than thirty (30) days following the delivery of such notice], and with the exchange of such discharge or assignment for the monies owing to the Corporation therefor to take place and/or be governed by the following: since electronic registration is now mandatory in the Land Titles Division of the York Region 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.
- i) 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 aforementioned sub-meters appurtenant to each of the dwelling units, and to correspondingly issue invoices to each of the respective dwelling unit owners for their respective consumption of check metered utilities (namely, for hot water, cold water and electricity, as applicable) determined in accordance with the aforementioned sub-meter readings, then in order to facilitate the payment of such invoices, each of the dwelling unit owners shall (forthwith following a written request made by the Corporation or the Utility Monitor to do so) make their requisite payments of the periodic invoices issued by the Utility Monitor from time to time, by way of a pre-authorized payment plan, and shall execute and deliver such bank forms, authorizations, documents and instruments (including the provision of an unsigned cheque marked "void" from the bank account to be used for making all such payments to the Utility Monitor) as may be reasonably required from time to time by the Corporation or the Utility Monitor in order to implement (and give full force and effect to) any such pre-authorized payment plan.
- j) 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 and electricity, 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 (i.e. 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 sections 35(c) to (j) inclusive of this declaration.
- k) 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 employees, 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 or services) 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 forty-eight (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, relocation 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.

- 1) The cost of each EV Parking Unit's electricity consumption (reflecting the electricity utilized or consumed by any electric vehicle parked from time to time within each EV Parking Unit) shall not comprise part of the common expenses. The cost of such electricity consumption shall form part of such EV Parking Unit owner's P.S.R.U.C. amount and the provisions of section 35 of this declaration shall apply *mutatis mutandis* to the EV Parking Unit owners's P.S.R.U.C. amount arising from the electricity consumption of the EV Parking Unit.

Section 36 - 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 unsold inventory of dwelling units in this Condominium. 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 units in this Condominium (or such lesser number as the Declarant may determine or designate in its sole, 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, unfettered and unchallenged discretion.

PART 6 - LEASING OF UNITS

Section 37 - Notification of Lease

- a) In accordance with the provisions of section 83 of the Act, where the owner of a unit leases his or her unit, or renews a lease in respect of his or her unit, the owner shall, within 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 the termination.
- c) In addition to the foregoing requirements, no owner, other than the Declarant, shall lease his or her dwelling unit, parking unit(s) 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 provisions set forth in sections 37(a), (b) and (c) hereof pertaining to any tenancy of any dwelling unit in this Condominium, shall also apply, *mutatis mutandis*, to any subtenancy 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) The Declarant and each of the unit owners in this Condominium shall have the right to lease or sublease their respective dwelling units, parking units and/or locker units from time to time, without the consent of the Corporation or the board thereto, and without any restrictions or conditions being imposed with respect thereto, subject however to:

- i) the requirements set forth in the preceding subsections 37(a), (b), (c) and (d) hereof, as applicable; and
- ii) the overriding provisions and restrictions set forth in section 26 and section 30(a) hereof, as applicable.

Accordingly, any by-law or rule hereafter passed or enacted that purports to impose any restrictions or conditions on leasing or subleasing any of the dwelling units, parking units and/or locker units that conflict (or are inconsistent) with the foregoing provisions hereof shall be deemed and construed to be ultra vires and unenforceable.

Section 38 - Tenant's Liability

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

Section 39 - Owner's Liability

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

PART 7 - MAINTENANCE AND REPAIRS

Section 40 - Maintenance and Repairs to the Units

- a) Save as otherwise specifically provided in this declaration to the contrary, each owner shall maintain his or her unit, and, subject to the provisions of this declaration, each owner shall repair his or her unit after damage, all at such owner's sole cost and expense, save and except for any requisite repair after normal wear and tear [which is included or encompassed within the obligation to maintain, by virtue of section 90(2) of the Act] and/or any repair of damage for which the cost of repair is recovered under any policy of insurance held or maintained by the Corporation, in which case the Corporation shall be obliged to expend such insurance proceeds in order to undertake and complete all requisite repairs to the damaged unit [excluding, however, any and all improvements made to the damaged unit, as determined by reference to a standard unit for the class of unit to which the unit belongs, as more particularly described in a by-law of the Corporation made under section 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 section 43(5)(h) of the Act, if and where the board has not yet enacted any such by-law].
- b) Without limiting the generality of the foregoing, each owner having a private in-suite elevator installed within such owner's dwelling unit, shall be solely and exclusively responsible for the operation, maintenance and repair of said elevator (and all equipment, fixtures and/or installations ancillary or appurtenant thereto), including all periodic inspections required by all applicable municipal and/or provincial legislation and the cost of compliance therewith, as and when required, and also responsible for arranging and retaining (at such owner's sole cost and expense) a remote monitoring alarm service in connection with the operation of such owner's in-suite elevator (ie. to call on an emergency basis, if and when someone is occupying the elevator when it suddenly fails to operate).
- c) 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).
- d) Each of the highrise dwelling units shall be equipped with a two-pipe fan coil system which will provide both heating and air conditioning services thereto. The aforementioned fan coil system will be served by a "supply" pipe and a "return" pipe, which will carry or conduct either hot water or chilled water depending on the season (i.e. with the fan coil unit providing heat only during the winter season and cold air only during the summer season). Accordingly, while the in-suite climate of each highrise dwelling unit can be modified by the thermostat mounted on the wall within each suite, the heating and cooling of the highrise dwelling unit is nevertheless dependent upon the Condominium building's overall heating/cooling system, and the highrise dwelling unit will be heated or cooled only if (and to the extent that) the Condominium is supplying hot or cold water to the individual fan coil systems. Each owner of a highrise dwelling unit shall be responsible for the cost of maintaining and repairing the two-pipe fan coil unit (including the fans, coils, filters, valves, pumps, controls, etc., and all equipment appurtenant thereto) comprising all or part of the heating and/or cooling system servicing his or her highrise dwelling unit (hereinafter collectively

referred to as each highrise dwelling unit's "Heating/Cooling System"), irrespective of whether same is installed or located within or beyond the boundaries of the highrise dwelling unit, as more particularly outlined or 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, contractors and/or subcontractors, but shall nevertheless be paid for by the affected unit owner immediately upon the Corporation's presentation of an invoice for same, 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 shall correspondingly be deemed to constitute common expense arrears and be recoverable as such [and with corresponding lien rights against such delinquent owner's unit(s), in favour of the Corporation, in respect of any such common expense arrears], and in the event any such invoice is not paid when due, then the provisions of section 40(g) and section 46 of this declaration shall also apply. Each owner of a highrise 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, contractors and/or subcontractors, access thereto at all reasonable times in order to carry out said work.

- e) Each of the townhouse dwelling units shall be equipped with a gas-powered energy efficient combination forced air heating and integrated hot water system, which will supply domestic hot water and space heating services thereto, as well as a separate condenser to provide air-conditioning services to the townhouse dwelling unit (hereinafter collectively referred to as the "HVAC Equipment"). The HVAC Equipment will include, *inter alia*, one or more hot water tanks or boilers (hereinafter referred to as the "Hot Water Tank/Boilers") which are leased from the supplier (hereinafter referred to as the "Supplier") at a monthly rental rate which is subject to change from time to time. These rental payments shall be the townhouse dwelling unit owner's sole responsibility and shall not form part of the common expenses. The Supplier shall carry out the maintenance and repair of the Hot Water Tank/Boilers. Each owner of a townhouse dwelling unit shall be responsible for the cost of maintaining and repairing the HVAC Equipment, and such cost shall not form part of the common expenses, but rather shall be borne by (and be the sole responsibility of) the owner of the townhouse dwelling unit (whether same is installed or located within or beyond the boundaries of the townhouse dwelling unit, as more particularly outlined or 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, contractors and/or subcontractors, but shall nevertheless be paid for by the affected unit owner immediately upon the Corporation's presentation of an invoice for same, 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 shall correspondingly be deemed to constitute common expense arrears and be recoverable as such [and with corresponding lien rights against such delinquent owner's unit(s), in favour of the Corporation, in respect of any such common expense arrears], and in the event such invoice is not paid when due, then the provisions of section 40(g) and section 46 of this declaration shall apply. Each owner of a townhouse dwelling unit shall accordingly notify the Corporation or the Condominium's property manager regarding any needed maintenance and/or repair work to such owner's HVAC Equipment, and shall allow the Corporation's authorized agents, representatives, employees, contractors and/or subcontractors, access thereto at all reasonable times in order to carry out said work.
- f) Notwithstanding anything hereinbefore provided to the contrary, it is hereby declared and stipulated that each 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.
- g) 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 percent (24%) 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).

- h) 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 section 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.
- i) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby declared and stipulated that where a unit owner is responsible (pursuant to the 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, contractors and/or subcontractors in order to facilitate such maintenance or repair work by the Corporation's authorized agents, representatives, employees, contractors and/or subcontractors, 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, contractors and/or subcontractors 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 shall correspondingly be deemed to constitute common expense arrears and be recoverable as such [and with corresponding lien rights against such delinquent owner's unit (s), in favour of the Corporation, similar to the case of common expense arrears].

Section 41 - Maintenance and Repairs to Common Elements

- a) Save as otherwise specifically provided elsewhere in this declaration to the contrary, the Corporation shall be obliged to maintain, and repair after damage, the common elements (including without limitation, the Recreational Amenities and all amenities, services and facilities situated therein or operated therefrom), but excluding any improvements to (and/or any facilities, services and/or amenities installed by any unit owner upon or within) any common element area(s) designated for the exclusive use of any particular unit owner(s) 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, including any stairs and/or porches leading directly to the front door of each of the townhouse dwelling units in this Condominium, and for the purposes of this declaration, such maintenance and repair work relative to said walkways, stairways, driveways, stairs and/or porches 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; 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, terraces or decks, in respect of which the responsibility for maintenance only, but not for repairs, shall reside solely with the affected dwelling unit owner(s)].

- c) 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.
- d) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is expressly declared and stipulated that with respect to each of the dwelling units situate on level 1 in this Condominium, namely units 1 to 45 inclusive on level 1, unit 47 on level 1 and units 49 to 61 inclusive on level 1 (hereinafter collectively referred to as the **"Ground Floor Units"**):
 - i) The Corporation shall be responsible for the following maintenance and repair obligations pertaining to certain portions of the outdoor common elements in respect of the Ground Floor Units (hereinafter collectively referred to as the **"Ground Floor Maintenance & Repair Obligations"**), namely:
 - A. the maintenance and repair of all hard and soft landscaping elements and materials situate within the confines of any front yard area and/or patio area that comprises all or part of any exclusive use common element area appurtenant to any of the Ground Floor Units (pursuant to Schedule "F" of the declaration), including without limitation, all plants, shrubs, trees and other vegetation, as well as all soil, paver stones, fencing, railings, lattice work, stone and/or wood materials, and any lighting and/or drainage materials installed by the Declarant or the Corporation within such front yard area and/or patio area, and such maintenance responsibilities shall expressly include grass cutting, weed removal, the pruning and trimming of shrubs and trees, and the cleaning and removal of fallen leaves;
 - B. the removal of snow and ice from all walkways leading to and from the respective front door of each of the Ground Floor Units, and for salting said walkways in an effort to keep same free from ice, irrespective of whether all or part of such walkways comprise part of the exclusive use common element areas appurtenant to any of the Ground Floor Units; and
 - C. the repair of all hard landscaping elements and materials installed by the Declarant and/or the Corporation within the confines of any enclosed rear yard or rear patio area that comprises all or part of any exclusive use common element area appurtenant to any of the Ground Floor Units (pursuant to Schedule "F" of the declaration), including the Condominium's repair of any paver stones, railings, lattice work, fencing, wood materials, decks, and any lighting and/or drainage materials situate within such rear yard or rear patio area, provided however that any owner of any of the Ground Floor Units having the benefit of such rear yard or rear patio area appurtenant to his or her dwelling unit shall be obliged to provide the Condominium's authorized workmen or representatives with reasonable access to such enclosed rear yard or rear patio area to enable or facilitate the Condominium's repair work in connection therewith;and all costs and expenses incurred in connection therewith shall correspondingly comprise part of the common expenses of this Condominium, and be reflected in this Condominium's annual operating budget(s); and
 - ii) Each of the respective owners of the Ground Floor Units shall be responsible for:
 - A. keeping the walkway leading to and from the front door of such owner's dwelling unit, together with any outdoor patio area appurtenant to such owner's dwelling unit, clean and free of debris, and in a broom-swept condition, all at such owner's sole cost and expense; and
 - B. the landscape maintenance and general cleaning of any rear yard or rear patio area appurtenant to such owner's dwelling unit, including without limitation, the removal of weeds and any fallen leaves or other debris within such rear yard or rear patio area, all at such owner's sole cost and expense.
- e) Notwithstanding anything provided in the preceding sections 41 (a) and (b) hereof to the contrary, and subject to the execution of an AAI Agreement (entered into between the Corporation and the affected unit owner) where required by the Act, it is expressly stipulated and declared that:
 - i) each dwelling unit owner having exclusive use of any balcony, patio, terrace, deck or porch area, shall be responsible for the cleaning, sweeping and general maintenance thereof, and may install any tile or floor covering (excluding any carpeting and under-padding) within any such balcony, patio, terrace or porch area, provided such owner takes all reasonable measures to ensure (as far as reasonably possible) that the concrete surface of such balcony, patio, terrace or porch 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 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 rail anchors, as well as termination details, such as upturns and downturns at the perimeter of such area);

- 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;
- ii) save and except as otherwise provided in this declaration to the contrary, each dwelling unit owner having exclusive use of any balcony, patio, terrace, deck or porch area, shall not alter or repair said balcony, patio, terrace, deck or porch 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;
- iii) 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, terrace or porch area appurtenant to the dwelling unit of such owner (hereinafter collectively referred to as the "Exclusive-Use Landscaping Materials"), shall be responsible for the maintenance and repair thereof, and for the watering and maintenance of all flowers, plants and soil materials growing or placed within same, provided however that all waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, and all other materials or substances installed by the Declarant immediately beneath (or on the underside of) the interlocking/paved stones shall be maintained and repaired by the Corporation (at the Corporation's sole cost and expense), and provided further that:
- A) if any interlocking stones, concrete slabs, paved stones and/or planter boxes comprising part of the Exclusive-Use Landscaping Materials are required to be removed, replaced and/or reset in order to enable or facilitate the Corporation's maintenance and repair of the aforementioned waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, etc., then the Corporation shall (in the absence of any damage caused thereto by the negligence or wilful misconduct of such owner, or of the residents, tenants, invitees or licensees of such owner's unit) be responsible for the cost of such removal, replacement and/or resetting, and shall (to the extent reasonably possible) restore the same to its original condition (at no cost to the affected owner); and
- B) no maintenance or repair work intended to be implemented by any owner with respect to the Exclusive-Use Landscaping Materials (or any portion thereof) which might give rise to a change in the colour, texture, design, size, style, composition or appearance thereof shall be made or undertaken by anyone other than the Declarant (or the Declarant's designated agents, representatives, employees and/or retained contractors), or by any contractor(s) approved by the board for and on behalf of the affected owner (at such owner's sole cost, risk and expense), without the prior written consent of the Corporation;
- on the express understanding that the foregoing shall not be construed so as to prohibit or restrict any owner having an exclusive use patio, terrace or porch area appurtenant to his or her dwelling unit from placing, within the confines of such patio, terrace or porch 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;
- iv) each dwelling unit owner having the exclusive use of an outdoor patio, terrace or porch 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 sections 41(e)(v) and (vi) hereof, be responsible for the maintenance and repair of the patio, terrace or porch landscaping (if any) situate within the confines of such exclusive use patio, terrace or porch 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, terrace or porch 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 patio, terrace or porch 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;
- v) 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 owner of a dwelling unit that has the exclusive use of an outdoor patio, terrace or porch area appurtenant to (or allocated to) his or her dwelling unit pursuant to the provisions of Schedule "F" annexed hereto from placing, within the confines of said exclusive use outdoor patio, terrace or porch 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
- vi) 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 patio, terrace or porch 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).
- f) Each dwelling unit owner having the exclusive use of a balcony, patio, terrace, deck or porch 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, terrace, deck or porch area, and/or any other maintenance or repair work desired to be undertaken by the

Corporation to any exterior building component(s) 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].

- g) Notwithstanding anything contained in this declaration to the contrary, no one shall bring onto, place, affix, erect or install on or within any balcony, patio, terrace, deck or porch area:
- i) any hot tub, whirlpool, waterfall, fountain, fish pond, bird bath, reflecting pool, sprinkler system, gazebo, storage shed, trellis, pergola or other similar installation or structure, without the prior written consent of the Condominium thereto; and
 - ii) any object, material or thing that exceeds the permissible load(s) set forth in (or contemplated by) the structural plans and/or specifications of this Condominium.
- h) 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.
- i) 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 or contractors, 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 or this Condominium's property manager, and without having any such replacement lock keyed to the Corporation's master key entry system.
- j) 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, contractors and/or subcontractors in order to facilitate such maintenance or repair work by the Corporation's authorized agents, representatives, employees, contractors and/or subcontractors, 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, contractors and/or subcontractors 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).
- k) 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 category or 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, contractors and/or subcontractors 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 (if appropriate or applicable to any major repair or replacement so undertaken) 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 sections 41(i)(A) and (B) above.

PART 8 - INSURANCE

Section 42 - Insurance Maintained by the Corporation

a) All-Risks Insurance

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

- i) the common elements, including any and all improvements or betterments made by or on behalf of the Corporation to any portion of the common elements from time to time, including the Recreational Amenities and all recreational facilities and

amenities contained therein or operated therefrom (or any portion thereof);

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 percent (15%) 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 an insurance trust agreement has been entered into;

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 (in other words, the Condominium) is terminated pursuant to the provisions of the Act.

Section 43 - General Provisions Regarding the Corporation's Insurance

a) Prior to obtaining any policy or policies of insurance, and every three (3) years thereafter, and at such other times as the board

may deem advisable, the board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the common elements and assets of the Corporation, for the purpose of determining the amount of insurance to be effected, and the cost of such appraisal shall be a common expense.

- b) The Corporation, the board, and its officers shall have the exclusive right, on behalf of the Corporation and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed, held or maintained by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment; provided, however, that the board may, in writing, authorize any owner to adjust any loss to his or her unit.
- c) 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 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 44 - Indemnity Insurance for Directors and Officers of the Corporation

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

Section 45 - Insurance Maintained by Each of the Dwelling 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 dwelling 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 two million dollars (\$2,000,000.00) 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 restored 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 46 - Indemnification of the Corporation by Unit Owners

a) Each owner shall indemnify and save the Corporation harmless from and against any loss, cost, damage, injury or liability which the Corporation may suffer or incur resulting from (or caused by) any deliberate or wilful act or omission, or any negligent act or omission, of such owner (or of any resident, tenant, invitee or licensee of such owner's unit, or of anyone else for whose actions or omissions such owner is in law responsible) affecting the common elements (or any portion thereof), the owner's unit and/or any other unit(s), except for any loss, cost, damage, injury or liability insured against by the Corporation and for which proceeds of insurance sufficient to cover any such loss, cost, damage, injury or liability are paid or payable directly to (or for the benefit of) the Corporation. All payments to be made by any owner pursuant to this section shall be deemed to be additional contributions toward the common expenses payable by such owner, and shall be recoverable as such (with corresponding lien rights in favour of the Corporation in respect of any common expense arrears).

b) Notwithstanding anything contained in this declaration to the contrary, it is expressly declared and stipulated that each unit owner shall be obliged to fully indemnify and save the Corporation harmless for the full amount of any insurance deductible that is ultimately payable by the Corporation as a result of any act or omission of said unit owner that has either directly or indirectly caused (or given rise to) any insurance claim, together with all other costs and expenses (including the Corporation's legal fees on a solicitor and his/her own client basis or substantial-indemnity scale, as well as all applicable disbursements) incurred or payable by the Corporation in connection therewith, including all costs and expenses incurred 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(s) 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 to 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], and all of such costs and expenses (including the Corporation's insurance deductible as aforesaid) 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 by the Corporation, 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, in respect of any common expense arrears).

c) Without limiting the generality of the provisions in the preceding subparagraphs (a) and (b) above, it is also expressly declared and stipulated that:

i) In the event of any damage in respect of which a claim is being made under the Corporation's insurance policy, each unit owner shall indemnify and save the Corporation harmless from and against the amount which is the lesser of:

A) any deductible amount payable by the Corporation under or pursuant to any policy of insurance held by the Corporation, that is applicable to the insurance claim for the repair of damage to such owner's unit and/or exclusive use common element area(s); or

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

Section 47 - Insurance Trust Agreement

- a) The Corporation may at any time hereafter, and from time to time, enter into (but shall not be obliged to 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").
- b) 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:
- i) 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; and
- ii) if substantial damage has occurred to the Condominium [for which the cost of repair is estimated to equal or exceed twenty-five percent (25%) 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 percent (80%) 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).
- c) 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 percent (15%) 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 specifies, as expressly provided or contemplated in section 100(1) of the Act (or alternatively such proceeds shall be re-directed and paid to the Corporation by the Insurance Trustee in accordance with the provisions of the Insurance Trust Agreement), and such proceeds shall correspondingly be promptly utilized by or on behalf of the Corporation for the repair or replacement of the damaged unit(s) and/or common element area(s), as the case may be.

PART 9 - DUTIES OF THE CORPORATION

Section 48 - Duties

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

- a) To cause water, electricity, natural gas and all other requisite utility services to be provided to each of the units and the common elements in this Condominium, including without limitation, the Recreational Amenities (and to all amenities and facilities situate therein or operating therefrom);
- b) To ensure that the Recreational Amenities (and all amenities, equipment and facilities situate therein or operated therefrom) are fully functional and operable during normal or customary hours of use (as determined by the Declarant prior to the turnover meeting convened pursuant to section 43 of the Act, and thereafter as determined by the board of directors from time to time);
- c) To perform and fulfil the Ground Floor Maintenance & Repair Obligations [as outlined in section 41(d) hereof] as and when required, and to also 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 without limitation, all planters, and both hard and soft landscaping elements) installed within any non-exclusive use common element areas, and to clean and remove all dirt, debris and snow from all portions of the internal roadway/driveway and garage ramp leading into the underground parking garage serving and benefitting this Condominium, and to correspondingly remove snow, ice and debris from the public sidewalk areas along the perimeter of this Condominium;
- d) To illuminate, maintain and repair all outdoor walkways and stairways (if any) comprising part of the common elements, together with all indoor driveways, walkways and ramps situate within the underground parking garage and which correspondingly comprise part of the common elements of this Condominium;
- e) 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:
 - (i) the Declarant and its designated or authorized agents, representatives, employees, contractors and/or subcontractors over any portion of the common elements, in order to facilitate the Declarant's construction and completion of all buildings and structures comprising part of this Condominium and situate within the confines of the Real Property; and
 - (ii) the Declarant and its designated or authorized agents, representatives, employees, contractors, subcontractors, invitees and/or licensees, over any portion of the non-exclusive use common elements, in order to facilitate access to and egress from each of the Declarant's sales offices, customer service offices and/or temporary model suites which may be situate within the confines of any unsold dwelling units retained by the Declarant, as well as those portions of the Recreational Amenities utilized by the Declarant in connection with the marketing and sale of the Declarant's remaining unsold inventory of dwelling units in this Condominium, until such time as all dwelling units within this Condominium (or such lesser number as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion) have been sold and transferred by the Declarant to each of the respective unit purchasers thereof;
- f) 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 or authorized employees, agents, representatives, contractors, subcontractors, invitees and/or licensees, in connection with the Declarant's marketing and sales efforts and/or customer-service programs implemented from time to time in connection with any of the dwelling units in this Condominium, as expressly contemplated or provided for in this declaration;
- g) To periodically inspect the underground parking garage areas of this Condominium situate on levels A and B respectively (which are located below grade and correspondingly 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;
- h) To take all requisite steps to ensure that all easement areas appurtenant to this Condominium (and/or appurtenant to the Real Property), if any, as well as all servient easement areas comprising part of the common elements [and which correspondingly burden or encumber the Real Property (or any portion thereof)], if any, are maintained and repaired, as and when required, in accordance with the provisions of the Site Plan Agreement (as such term is hereinafter defined) pertaining thereto;
- i) To ensure that no actions or steps are taken by the Corporation, or by any one else, that would prohibit, limit, or restrict pedestrian egress from any portion of this Condominium's underground parking garage and from the stairwell areas comprising part of the

common elements of this Condominium, for fire and emergency exit purposes, by any of the respective residents and occupants of (or visitors to) any portion of this Condominium from time to time, through any of the garage stairwells and fire exit doors situate within this Condominium that lead directly to the exterior;

- j) 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 roadways, boulevards 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, subcontractors, 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;
- k) To ensure that on designated or scheduled garbage pickup days only, arrangements are made for this Condominium's residential garbage container bins to be moved from the garbage storage/recycling rooms, to a reinforced exterior concrete storage/collection pad, and that the building superintendent or another trained person is present, as and when required, during the removal of the residential garbage and refuse from this Condominium, in order to properly manoeuvre the residential garbage containers to the exterior concrete storage/collection pad, and onto the garbage collection vehicles, and to act as a flagperson when such vehicles are reversing (if applicable), and to ensure that no garbage containers whatsoever are left outside, except on the mornings of designated garbage pick-up days;
- l) 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 an outstanding site plan agreement [and any successor or supplementary agreement(s) and any amending agreement(s) with respect thereto] which may or may not be registered against the title to the Real Property, entered into between the Declarant and the City of Richmond Hill, pertaining to the development of this Condominium on the Real Property, and which agreement provides for, amongst other things, the maintenance of grading and drainage patterns, emergency fire/access routes, residential garbage storage and pickup, stormwater management measures, landscaping and tree preservation, and/or other site completion matters, and also addresses other outstanding municipal concerns involving or affecting the ongoing operation and maintenance of this Condominium, and registered on August 2nd, 2017 in the Land Titles Division of the York Region Registry Office (No. 65) as **Instrument No. YR2712017**, and as further amended by an agreement registered on April 5th, 2018, as **Instrument No. YR2812773** (which agreement, as so amended, is hereinafter referred to as the "**Site Plan Agreement**");
- m) 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 or imposed by the Site Plan Agreement, 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 Richmond Hill 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 Richmond Hill as a party or signatory thereto, but nevertheless enforceable by each of the Declarant and the City of Richmond Hill against the Corporation (hereinafter referred to as the "**Assumption of Site Plan 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 the Site Plan Agreement, on the express understanding that all costs and expenses incurred in connection therewith shall comprise part of the common expenses of this Condominium, and shall accordingly be borne and paid for solely by this Condominium, 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 driveway(s) situate within the confines of this Condominium, except in accordance with the grading and building siting control plan(s) approved by the City of Richmond Hill, without the prior written consent of the City of Richmond Hill thereto, and to maintain any such alterations to the grading, slope and/or drainage patterns of the Real Property so approved by the City of Richmond Hill;
 - iii) not prevent, restrict or interfere with any actions or steps taken (or desired or intended to be taken) by or on behalf of the City of Richmond Hill in connection with the City of Richmond Hill's maintenance and/or repair of any municipal roads, sidewalks or road allowances situate adjacent to this Condominium, and/or any City-owned structures,

components, installations and/or equipment that encroach within or beneath any portion of the exterior common elements of this Condominium, and to not tamper, alter or interfere with any of the maintenance or repair work so undertaken (or desired to be undertaken) by or on behalf of the City of Richmond Hill, nor with any City-owned structures, components, installations, and/or equipment; 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 Richmond Hill because of any breach of any term(s), provision(s) or obligation(s) outlined in the Site Plan Agreement 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 Richmond Hill (to ensure the fulfilment of any outstanding obligations arising under the Site Plan Agreement) being drawn down upon by the City of Richmond Hill (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 the Site Plan Agreement 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;

- n) To enter into a license agreement with the Declarant shortly after the registration of this Condominium (hereinafter referred to as the "License Agreement"), if so desired or 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 the terms and provisions of the Site Plan Agreement, which license shall automatically expire upon the completion and fulfilment of all obligations of the Declarant thereunder [but in no case later than twenty-one (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;
- o) To grant, at any time after the registration of this Condominium if so required by the Declarant, an easement in perpetuity, for nil consideration, 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");
- p) To grant, at any time after the registration of this Condominium if so requested by the Declarant, an easement in perpetuity, for nil consideration, in favour of the local natural gas authority or provider (hereinbefore and hereinafter referred to as the "Gas Supplier" or the "Gas Company"), over, under, upon, across, and through the common elements, for the purposes of facilitating the construction, installation, operation, inspection, maintenance, and/or repair of the Gas Company's pipes, cables, conduits, service lines, wires, and equipment (and all necessary appurtenances thereto) in order to facilitate the supply of natural gas to this Condominium, and if so requested by the Gas Company, to enter into (and abide by the terms and provisions of) an agreement with the Gas Company pertaining to the provision of natural gas to this Condominium (hereinafter referred to as the "Gas Agreement");
- q) To grant, at any time after the registration of this Condominium if so requested by the Declarant, an easement in perpetuity, for nil consideration, 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;
- r) To enter into (and abide by the provisions of) a servicing agreement with the Utility Monitor (initially designated by the Declarant to be Provident Energy Management 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 highrise dwelling units, and to read the cold water sub-meter appurtenant to each of the townhouse dwelling units, and to read the electricity check meter appurtenant to each of the EV Parking Units (if applicable), on a periodic basis, and to correspondingly issue invoices to each of the respective unit owners for the cost of their respective consumption of cold water, hot water and electricity (as the case may be), 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 each of the cold water, hot water and electricity sub- meters appurtenant to each of the highrise dwelling units, as well as the cold water sub-meter appurtenant to each of the townhouse dwelling units, subject to the overriding obligation of the Corporation to fully pay for (or to forthwith fully reimburse the Utility Monitor for) all costs and expenses incurred in connection with such maintenance or repair work and/or replacement of any of the aforementioned sub-meters; and
 - iii) charge back the cost of such sub-meter readings and invoicing services, to each of the dwelling unit owners, along with a monthly administrative fee or charge imposed by the Utility Monitor in connection therewith;
- s) To take all reasonable steps to ensure that the electricity and water sub-meters appurtenant to each of the dwelling units, as well as the electricity check meter appurtenant to each of the EV Parking Units (if applicable), are 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 based on said sub-meter readings, invoices reflecting the cost of cold water, hot water and electricity consumption (as the case may be) are correspondingly issued by the Utility Monitor to each of the unit owners, 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.R.U.C. amount(s) from time to time, and to maintain and enforce the Corporation's Utility Lien against the dwelling unit of each Defaulting Owner, pursuant to the foregoing provisions of this declaration; and
 - ii) pay for (or forthwith fully reimburse the Utility Monitor for) all costs and expenses incurred in connection with any required maintenance, repair and/or replacement of any of the meters and/or sub-meters appurtenant to each of the dwelling units save except to the extent that such costs are the obligation of the Utility Monitor under its agreement with the Condominium from time to time.
- t) 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, contractors and/or subcontractors shall 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.
- u) To take all requisite steps to ensure that no part of the outdoor roof areas of this Condominium and/or outdoor balconies, patios, terraces, decks or porches 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;

- v) 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);
- w) To require, in the event that any unsold parking units and/or locker units (or any other units) so retained by the Declarant are hereafter transferred and conveyed to the Corporation [either for valuable consideration or for nil consideration, and whether in conjunction with any negotiated settlement or release of any claim(s) by or on behalf of this Condominium, or otherwise], nothing more than the electronic transfer of title thereto (and the electronic registration of all discharges in respect of any outstanding liens, mortgages, or charges encumbering same, if applicable, along with satisfactory evidence that there are no outstanding arrears of realty taxes assessed against same), and without requiring or requisitioning anything else from the Declarant in connection therewith (and specifically without requiring or requisitioning any undertakings, indemnities, clearances, certificates, statutory declarations, and/or opinions from the Declarant and/or its solicitors, or from anyone else). The foregoing duty shall also include the obligation of this Condominium to forthwith accept upon the request of the Declarant, at any time hereafter, title to any unsold parking unit(s), locker unit(s), and/or any other unit(s) so retained by the Declarant and that the Declarant wishes to convey to this Condominium for nil consideration, provided that title thereto is conveyed free and clear of any outstanding liens, mortgages, or charges (or provided that any such outstanding mortgages or charges encumbering same are discharged forthwith following any such conveyance to this Condominium, at the sole cost and expense of the Declarant), and provided further that all outstanding realty taxes assessed against same have been fully paid by or on behalf of the Declarant, without requiring or requisitioning any other documents, certificates, statutory declarations, clearances, undertakings, indemnities, and/or opinions from the Declarant and/or its solicitors, or from anyone else, in connection therewith;
- x) To take all reasonable steps to cause the Corporation's authorized employees, agents, representatives, contractors and/or subcontractors 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 forty-eight (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;
- y) To ensure that if or where a realtor key lock box and closet has been installed by the Declarant within the confines of the underground parking garage of (or elsewhere within) this Condominium, no actions or steps are taken by the Corporation, or by any one else, which would:
- i) cause said lock box and closet to be removed or dismantled; and
 - ii) prohibit, limit or restrict reasonable access to and from said lock box and closet, by any real estate broker or real estate agent or representative expressly authorized by any dwelling unit owner to access same for the purposes of facilitating the showing and sale of such owner's dwelling unit, provided that the affected owner signs an authorization form (available from the Condominium's property manager) and delivers same directly to the Corporation or the Condominium's property manager at least forty-eight (48) hours prior to any desired entry/access to the aforementioned lock box and closet, and which authorization form shall expressly confirm, amongst other things, that:
 - A) such owner's dwelling unit is intended to be shown to third parties by one or more real estate agents or representatives who are authorized to access the aforementioned lock box and closet; and

- B) such dwelling unit owner unconditionally accepts full and complete responsibility for any damage occasioned to his or her unit (and any loss or damage to any personal belongings, chattels, fixtures or equipment situate therein) as a consequence of such permitted entry/access, and fully absolves the Corporation and the Condominium's property manager (and their respective employees) from all claims and/or liabilities arising from such permitted entry/access and/or any resultant loss or damage as aforesaid;
- z) 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 sixth (6th) month and the tenth (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 eleventh (11th) month following the registration of this declaration and the corresponding completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the board of directors of this Condominium and to Tarion Warranty Corporation pursuant to section 44(9) of the Act;
- aa) 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 Richmond Hill 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 twenty-five percent (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 Condominium having attained at least the minimum number of credits required for certification by the Leadership in Energy and Environmental Design, in respect of the "green building rating system") as determined by the Canada Green Building Council, following the completion and occupancy of this Condominium. The foregoing duty shall also include the obligation of this Condominium to:
- i) permit, to the extent reasonably possible, access by representatives of governmental agencies (together with representatives of environmental and/or energy-related consultants retained by the Declarant) to the individual units and common elements of this Condominium from time to time, in order to facilitate their inspection of the aforementioned energy efficient equipment and materials so installed by the Declarant within this Condominium, and to enable them to measure the resulting energy output or consumption (and the corresponding energy savings achieved);
 - ii) ensure, to the extent reasonably possible, that the units and common elements are utilized, maintained and repaired in a manner which will continue, maintain or perpetuate this Condominium's LEED certification or certified standard, in terms of energy efficiency (if LEED certification was, in fact, ever achieved or attained); and
 - iii) allow the Declarant and its consultants to monitor and use the aforementioned energy data for a period of five (5) years following the date of registration of this Condominium, for research and for future design, development, redevelopment, renovation and/or retrofitting purposes, on the express understanding that the Declarant shall not be responsible or liable in any way for maintaining the Condominium according to the LEED certified standard after the point of its initial certification, under any circumstances whatsoever;
- bb) 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 Group or any derivative thereof) which has been permanently installed or affixed by the Declarant within the lobby of (and/or elsewhere within the common

elements of) this Condominium, 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;

- cc) 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);
- dd) To enter into (and to abide by the terms and provisions of) an assumption agreement regarding bulk internet services with the Declarant, and with or without Rogers Communications Inc. (hereinafter referred to as "**Rogers**") as a party (but not as a signatory) thereto, but nevertheless enforceable by each of the Declarant and Rogers against the Corporation (hereinafter referred to as the "**Assumption of the Bulk Internet Agreement**"), formally evidencing and confirming the Condominium's 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 agreed to 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 was granted an easement or right-of-way over, under, upon, across and through the common elements of this Condominium, for the purposes of facilitating the installation, operation, maintenance and/or repair of its broadband internet telecommunication lines, cables and appurtenant equipment, in order to enable and facilitate Rogers' supply of broadband internet services to each of the dwelling units and the commercial/retail unit in this Condominium on a bulk basis;
 - iii) Rogers shall retain ownership of all wires, cables, conduits and appurtenant equipment associated with the provision and distribution of its broadband internet services to each of the units and the common elements of this Condominium (hereinafter collectively referred to as the "**Rogers' Internet Equipment**"), and shall correspondingly be allowed access to and from (and upon, over and throughout) the common elements of this Condominium for the purposes of facilitating the promotion and marketing of Rogers' broadband internet services and products, from time to time;
 - iv) 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**"), at an annual cost or rate for such bulk internet service throughout the Initial Term equivalent to approximately \$20.00 per dwelling unit per month, plus H.S.T. (on the assumption that the first year of the Initial Term will commence on or before December 31st, 2020); and
 - v) this Condominium shall have the unilateral right and option [exercisable no later than ninety (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 "**Option Period**"), at an annual cost or rate during and throughout the first year of the Option Period equivalent to those rates set out in Schedule "A" to the Bulk Internet Agreement.

Notwithstanding the aforementioned annual bulk internet fee or rate charged by Rogers on a per dwelling unit basis, the bulk internet costs shall be payable by each of the dwelling unit owners in accordance with the proportionate shares of their common element assessments and shall comprise part of their respective common expenses and shall not be charged on a per dwelling unit basis;

- ee) To acquire the Guest Suite Unit from the Declarant pursuant to (and in accordance with) the provisions of section 27 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 Unit from the Declarant to this Condominium, and the Guest Suite 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 Guest Suite 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 Unit from time to time, and to observe (and comply with) all of the terms and provisions of the Guest Suite VTB Mortgage. In the event that the Declarant arranges a new mortgage loan to the Condominium from a third party lender to replace the Guest Suite VTB Mortgage and to pay off the Declarant for the unpaid purchase price of the Guest Suite Unit, 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 Guest Suite VTB Mortgage;

- ff) To acquire the Superintendent's Unit from the Declarant pursuant to (and in accordance with) the provisions of section 28 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 Superintendent's Unit from the Declarant to this Condominium, and the Superintendent 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 Superintendent VTB Mortgage to the mortgagee thereof, as and when due, and to pay all outstanding realty taxes and common expenses assessed against the Superintendent's Unit from time to time, and to observe (and comply with) all of the terms and provisions of the Superintendent VTB Mortgage. In the event that the Declarant arranges a new mortgage loan to the Condominium from a third party lender to replace the Superintendent VTB Mortgage and to pay off the Declarant for the unpaid purchase price of the Superintendent's Unit, 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 Superintendent VTB Mortgage;
- gg) To acquire the Maintenance/Security/Miscellaneous Equipment from the Declarant, for a total purchase price of \$100,000.00 inclusive of H.S.T., and to be paid in one lump sum payment in the amount of \$100,000.00, inclusive of H.S.T., on the first anniversary of the date of registration of this Condominium, and which acquisition shall be evidenced by an agreement of purchase and sale to be entered into between the Condominium and the Declarant, together with a promissory note in favour of the Declarant evidencing the Condominium's obligation to pay the aforementioned purchase price; and
- hh) 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 \$600,000.00 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.

PART 10 - GENERAL MATTERS

Section 49 - Rights of Entry

- a) The Corporation and/or any insurer of the property (or any part thereof), and their respective agents, employees or authorized representatives, and any other person authorized by the board, shall be entitled to enter any unit (or any part of the common elements over which any owner has the exclusive use), at all reasonable times and upon giving reasonable notice, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies maintained by the Corporation, remedying any condition which might result in damage to the property, and/or carrying out any duty imposed upon the Corporation. In addition, the authorized agents or representatives of the Corporation and/or any public or private utility companies or authorities requiring access to any unit(s) for the purposes of reading, inspecting, repairing and/or replacing any utility meter(s) (or other appurtenant equipment) contained therein, shall be entitled to enter any such unit(s), or any part of the common elements in respect of which any owner has the exclusive use, for any of the foregoing purposes, at all reasonable times upon giving prior reasonable notice of such desired entry.
- b) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter any unit at any time without notice, for the purpose of repairing the unit, the common elements or any part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property or assets of the Corporation, or of any unit owner(s) and/or any resident(s), tenant(s), invitee(s) and/or licensee(s) of any unit(s), or which may violate any public health or safety regulation. The Corporation or any one authorized by it may determine whether such an emergency exists, in their sole and unfettered discretion, acting reasonably, and such right of entry shall not impose upon the Corporation (nor upon any of the Corporation's authorized agents or representatives) any duty or liability to monitor or supervise the unit. Without limiting the generality of the foregoing, it is hereby expressly declared and stipulated that whenever an emergency situation arises or exists, or is reasonably suspected, and the Corporation desires or requires to carry out a unit owner's responsibilities in order to deal with said emergency situation (for example, closing a tap that has water overflowing) so as to prevent or limit any damage to any property and/or any injury to any person(s), because such unit owner is unable or unwilling (or unavailable) to do so, then all costs and expenses reasonably incurred by the Corporation in connection therewith shall be deemed to be common expenses payable by such unit owner, and may be recoverable as such (ie. with the same rights to lien such owner's unit, and with such lien having the same priority status over all registered encumbrances as any common expense arrears lien).
- 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 or cause of action for damages or trespass 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 with respect to all locks controlling entry into each dwelling unit and locker unit in this Condominium. No owner shall install, add or replace any lock on any door leading directly into his or her dwelling unit or locker unit (nor on any doors within said dwelling unit), nor with respect to any door(s) leading to any part of the exclusive use common element area appurtenant to such owner's dwelling unit, without the prior written consent of the board or this Condominium's property manager. Where such consent has been granted, said owner shall then forthwith provide the Corporation or the Condominium's property manager with keys to all new or replacement locks (as well as keys to all additional locks) so installed, and all such new, replacement or additional locks shall be keyed to the Corporation's master key entry system.

Section 50 - Invalidity

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

Section 51 - Waiver

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

Section 52 - Notice

- a) Except as otherwise provided in the Act, or as hereinbefore set forth, any notice, direction or other instrument required or desired to be given or delivered, shall be given as follows:
 - i) **To an owner**, by giving same to him or her (or to any director or officer of a corporate owner), either personally or by e-mail or by ordinary mail (postage prepaid), addressed to him or her at the e-mail 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 e-mail or by ordinary mail (postage prepaid), addressed to such mortgagee at the e-mail address or address for service given by such mortgagee in writing to the Corporation [pursuant to section 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 e-mail or by ordinary mail (postage prepaid), addressed to the Corporation at its e-mail address or address for service; and
 - iv) **To the Declarant**, by giving same to any director or officer of the Declarant, either personally or by e-mail or by bonded courier, addressed to the Declarant at its e-mail 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, and its telefax number is 905-940-1573, and its e-mail address is info@timesgroupcorp.com.
- b) Any notice delivered by ordinary mail shall be deemed to have been delivered, received and effective on the fifth (5th) 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 successfully sent or transmitted.

- c) In the event of a postal strike or other interruption of mail service, all notices shall be delivered personally, by courier, by e-mail or by telefax to the intended party or parties.

Section 53 - Interpretation of the Declaration

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

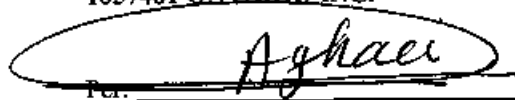
Section 54 - Headings

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

DATED at the City of Markham, this 7th day of January, 2020.

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

1857481 ONTARIO INC.

A handwritten signature in cursive script, appearing to read "Aghaei", is written over a horizontal line. The signature is enclosed within a hand-drawn oval.

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

SCHEDULE "A"**TO THE DECLARATION OF 1857481 ONTARIO INC.****LEGAL DESCRIPTION OF THE CONDOMINIUM**

Those lands and premises situate in the City of Richmond Hill, fronting on the north side of Highway No. 7 East, west of Valleysmede Drive and east of Rockwell Road, and currently comprising Part of Lot 11, Concession 2, designated as parts 1, 2, 3 and 4 on Registered Plan 65R-38353, registered in the Land Titles Division of the York Region Registry Office (No. 65), and comprising all of PIN 03119-0341 (LT), and municipally known as 384, 386, 388, 390, 392, 394, 396 and 398 Highway No. 7 East, Richmond Hill, Ontario (all of which lands are hereinafter collectively referred to as the "Real Property" or the "Lands").

1. **Existing Servient Easement - For Municipal Services**

SUBJECT TO an easement, right of way or right in the nature of an easement, in favour of The Corporation of the City of Richmond Hill (formerly known as The Corporation of the Town of Richmond Hill), over, upon, under, across, and through part of the Real Property, more particularly designated as **Part 2 on Reference Plan 65R-38353**, as set out in **Instrument No. YR1649476**;

2. **Existing Servient Easement - For Municipal Services**

SUBJECT TO an easement, right of way or right in the nature of an easement, in favour of The Corporation of the City of Richmond Hill (formerly known as The Corporation of the Town of Richmond Hill), over, upon, under, across, and through part of the Real Property, more particularly designated as **Part 3 on Reference Plan 65R-38353**, as set out in **Instrument No. YR1649477**;

3. **Existing Servient Easement - For Municipal Services**

SUBJECT TO an easement, right of way or right in the nature of an easement, in favour of The Corporation of the City of Richmond Hill (formerly known as The Corporation of the Town of Richmond Hill), over, upon, under, across, and through part of the Real Property, more particularly designated as **Part 4 on Reference Plan 65R-38353**, as set out in **Instrument No. YR1649471**;

4. **Existing Servient Easement - For Gas Distribution Services**

SUBJECT TO an easement, right of way or right in the nature of an easement, in favour of Enbridge Gas Distribution Inc., over, upon, under, across, and through the Real Property, as set out in **Instrument No. YR2747571**;

5. **Existing Servient Easement - For Cable Television and Telecommunication Services (including Bulk Internet Service)**

SUBJECT TO an easement, right of way or right in the nature of an easement, in favour of Rogers Communications Inc., over, upon, under, across, and through the Real Property, as set out in **Instrument No. YR2803465**;

6. **Existing Servient Easement - For Telecommunication Facilities**

SUBJECT TO an easement, right of way or right in the nature of an easement, in favour of Bell Canada, over, upon, under, across, and through the Real Property, as set out in **Instrument No. YR2919979**;

7. **Existing Servient Easement - For Electricity Distribution Services**

SUBJECT TO an easement, right of way or right in the nature of an easement, in favour of Alectra Utilities Corporation, over, upon, under, across, and through the Real Property, as set out in **Instrument No. YR2960483**;

8. **Existing Appurtenant Easement - For Pedestrian and Vehicular Access and Egress Purposes**

TOGETHER WITH a non-exclusive easement for pedestrian and vehicular access and egress purposes, over, along, upon and across part of the common elements of York Region Standard Condominium Plan No. 1254, more particularly designated as **Part 5 on Reference Plan 65R-38353**, as set out in **Instrument No. YR2123690**;

9. **Existing Appurtenant Easement - For Pedestrian and Vehicular Access and Egress Purposes**

TOGETHER WITH a non-exclusive easement for pedestrian and vehicular access and egress purposes, over, along, upon and across part of the common elements of York Region Standard Condominium Plan No. 1245, more particularly designated as **Part 6 on Reference Plan 65R-38353**, as set out in **Instrument No. YR2080854**;

10. **New Servient Easement - For Pedestrian and Vehicular Access and Egress Purposes**

SUBJECT TO a non-exclusive easement over, along, upon and across that portion of the common elements of this Condominium more particularly designated as **Parts 1 and 3 on Reference Plan 65R-38607**, registered in the Land Titles Division of the York Region Registry Office (No. 65), in favour of:

- a) the units ranging from PIN 29776-0001 to and including PIN 29776-0578, and the common elements within York Region Standard Condominium Plan No. 1245, or any portion(s) thereof (hereinafter collectively referred to as the "**1245 West Benefitting Lands**"), and the respective unit owners from time to time of York Region Standard Condominium Corporation No. 1245, and each of their respective residents, tenants, invitees and/or licensees from time to time; and

- b) the owner or owners from time to time of the lands and premises situate between the Real Property and Valleymede Drive currently comprising Part of Lot 11, Concession 2, more particularly designated as Parts 2 and 7 on Registered Plan 65R-11956, save and except Parts 1, 2 and 3 on Expropriation Plan YR-1364637, registered in the Land Titles Division of the York Region Registry Office (No. 65), and comprising all of PIN 03119-0310 (LT), and municipally known as 404 - 408 Highway No. 7 East, Richmond Hill, Ontario (hereinafter collectively referred to as the "East Benefitting Lands");

for the purpose of providing pedestrian and vehicular access to and egress from the 1245 West Benefitting Lands and/or the East Benefitting Lands, to and from all adjoining public roadways, being Highway No. 7 East, Rockwell Road and Valleymede Drive respectively. For greater clarity, this easement is being created pursuant to the provisions of section 20(2)(b) of the *Condominium Act, 1998*, and has accordingly been exempted from compliance with the subdivision and part-lot control provisions of the *Planning Act, R.S.O. 1990*, as amended; and

11. **New Servient Easement - For Pedestrian and Vehicular Access and Egress Purposes**

SUBJECT TO a non-exclusive easement over, along, upon and across that portion of the common elements of this Condominium more particularly designated as **Parts 1 and 3 on Reference Plan 65R-38607**, registered in the Land Titles Division of the York Region Registry Office (No. 65), in favour of:

- a) the units ranging from PIN 29785-0001 to and including PIN 29785-1251, and the common elements within York Region Standard Condominium Plan No. 1254, or any portion(s) thereof (hereinafter collectively referred to as the "1254 West Benefitting Lands"), and the respective unit owners from time to time of York Region Standard Condominium Corporation No. 1254, and each of their respective residents, tenants, invitees and/or licensees from time to time; and
- b) the owner or owners from time to time of the East Benefitting Lands;

for the purpose of providing pedestrian and vehicular access to and egress from the 1254 West Benefitting Lands and/or the East Benefitting Lands, to and from all adjoining public roadways, being Highway No. 7 East, Rockwell Road and Valleymede Drive respectively. For greater clarity, this easement is being created pursuant to the provisions of section 20(2)(b) of the *Condominium Act, 1998*, and has accordingly been exempted from compliance with the subdivision and part-lot control provisions of the *Planning Act, R.S.O. 1990*, as amended;

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 7th day of January, 2020.

Messrs. DelZotto, Zorzi LLP, solicitors and duly authorized agents for 1857481 Ontario Inc.

Per: 
ALEXANDER FOUNDOS

SCHEDULE "B"

TO THE DECLARATION OF 1857481 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 YR2757301**, collaterally secured by a general assignment of rents, notice of which was registered as **Instrument Number YR2757302**, 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 28 day of November, 2019.

THE BANK OF NOVA SCOTIA

Per:  **Phuong Nguyen**
 Name: **Director & Group Lead**
 Title:

Per:  **Trevor Ngai**
 Name: **Director & Group Lead**
 Title: **Director & Group Lead**
 I/We have the authority to bind the Bank

SCHEDULE "B"

TO THE DECLARATION OF 1857481 ONTARIO INC.

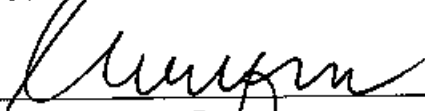
CONSENT OF CHARGE

(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 YR2762771** in the Land Titles Division of the York Region Land 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 25th day of November, 2019.

AVIVA INSURANCE COMPANY OF CANADA

Per: 
Name: **Denise Fraser**
Title: **Authorized Signing Officer**
I have the authority to bind the Corporation.

SCHEDULE "C"

Each Townhouse Dwelling Unit, Highrise Dwelling Unit, Superintendent's Unit, Guest Suite Unit, Parking Unit and Locker Unit, shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 6 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 6 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 TOWNHOUSE DWELLING UNITS

(being Units 1 to 45 inclusive on Level 1).

- a) Each Townhouse Dwelling Unit is bounded vertically by one or a combination of the following:
 - i) the upper surface and plane of the concrete floor slab and production in the basement and the garage of the Unit.
 - ii) the upper surface and plane of the drywall-sheathing ceiling and production.
 - iii) the lower surface and plane of the wooden ceiling joists situate in the garage portion of the Unit which extends beyond the envelope of the residential portion of the building, being beneath the terrace.
 - iv) the lower surface and plane of the concrete ceiling slab and production in the garage under the terrace located on the second floor.
 - v) the upper surface and plane of the wooden sub-floor and production thereof.
- b) Each Townhouse Dwelling 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 Elements.
 - ii) the unit side surface and plane of all exterior doors, garage doors and door frames, windows 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 columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and columns.
 - iv) the unit side surface and plane of the concrete or concrete block wall in the basement and garage of the Unit.

2. BOUNDARIES OF THE HIGHRISE DWELLING UNITS

(being Units 47 and 49 to 61 inclusive on Level 1, Units 1 to 28 inclusive on Levels 2 to 8 inclusive, Units 1 to 24 inclusive on Level 9, Units 1 to 24 inclusive on Level 10, Units 1 to 12 inclusive on Levels 11 to 13 inclusive, Units 1 to 10 inclusive on Level 14 and Units 1 to 6 inclusive on Level 15).

3. BOUNDARIES OF THE SUPERINTENDENT'S UNIT

(being Unit 46 on Level 1)

4. **BOUNDARIES OF THE GUEST SUITE UNIT**

(being Unit 48 on Level 1).

- a) Each Dwelling Unit, Superintendent 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, Superintendent 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.

5. **BOUNDARIES OF THE PARKING UNITS**

(being Units 1 to 157 inclusive on Level A and Units 1 to 197 inclusive on Level B).

- a) Each 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 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.

6. **BOUNDARIES OF THE LOCKER UNITS**

(being Units 158 to 299 inclusive on Level A and Units 198 to 366 inclusive on Level B).

- 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 1, Sheets 1 to 6 inclusive of the Description.

Dec. 16, 2019
Dated


R. J. Visser,
Ontario Land Surveyor

Reference should be made to the provisions of the Declaration itself on pages 3 and 4, 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.

Valleymede Towers & Luxe Towns
Schedule D

Building	Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Block D	Townhouse Dwelling Unit	1	1	0.210842	x 1 =	0.210842
	Townhouse Dwelling Unit	2	1	0.158895	x 1 =	0.158895
	Townhouse Dwelling Unit	3	1	0.158895	x 1 =	0.158895
	Townhouse Dwelling Unit	4	1	0.158895	x 1 =	0.158895
	Townhouse Dwelling Unit	5	1	0.158895	x 1 =	0.158895
	Townhouse Dwelling Unit	6	1	0.158895	x 1 =	0.158895
	Townhouse Dwelling Unit	7	1	0.158895	x 1 =	0.158895
Block C	Townhouse Dwelling Unit	8	1	0.158895	x 1 =	0.158895
	Townhouse Dwelling Unit	9	1	0.158895	x 1 =	0.158895
	Townhouse Dwelling Unit	10	1	0.158895	x 1 =	0.158895
	Townhouse Dwelling Unit	11	1	0.158895	x 1 =	0.158895
	Townhouse Dwelling Unit	12	1	0.158895	x 1 =	0.158895
	Townhouse Dwelling Unit	13	1	0.158895	x 1 =	0.158895
	Townhouse Dwelling Unit	14	1	0.158895	x 1 =	0.158895
	Townhouse Dwelling Unit	15	1	0.210842	x 1 =	0.210842
Block F	Townhouse Dwelling Unit	16	1	0.198619	x 1 =	0.198619
	Townhouse Dwelling Unit	17	1	0.158895	x 1 =	0.158895
	Townhouse Dwelling Unit	18	1	0.158895	x 1 =	0.158895
	Townhouse Dwelling Unit	19	1	0.158895	x 1 =	0.158895
	Townhouse Dwelling Unit	20	1	0.158895	x 1 =	0.158895
	Townhouse Dwelling Unit	21	1	0.158895	x 1 =	0.158895
	Townhouse Dwelling Unit	22	1	0.158895	x 1 =	0.158895
	Townhouse Dwelling Unit	23	1	0.158895	x 1 =	0.158895
Block E	Townhouse Dwelling Unit	24	1	0.158895	x 1 =	0.158895
	Townhouse Dwelling Unit	25	1	0.158895	x 1 =	0.158895
	Townhouse Dwelling Unit	26	1	0.158895	x 1 =	0.158895
	Townhouse Dwelling Unit	27	1	0.158895	x 1 =	0.158895
	Townhouse Dwelling Unit	28	1	0.158895	x 1 =	0.158895
	Townhouse Dwelling Unit	29	1	0.158895	x 1 =	0.158895
	Townhouse Dwelling Unit	30	1	0.158895	x 1 =	0.158895
	Townhouse Dwelling Unit	31	1	0.158895	x 1 =	0.158895
Block H	Townhouse Dwelling Unit	32	1	0.210842	x 1 =	0.210842
	Townhouse Dwelling Unit	33	1	0.183341	x 1 =	0.183341
	Townhouse Dwelling Unit	34	1	0.183341	x 1 =	0.183341
	Townhouse Dwelling Unit	35	1	0.183341	x 1 =	0.183341
	Townhouse Dwelling Unit	36	1	0.183341	x 1 =	0.183341
	Townhouse Dwelling Unit	37	1	0.183341	x 1 =	0.183341
	Townhouse Dwelling Unit	38	1	0.183341	x 1 =	0.183341
Block G	Townhouse Dwelling Unit	39	1	0.183341	x 1 =	0.183341
	Townhouse Dwelling Unit	40	1	0.183341	x 1 =	0.183341
	Townhouse Dwelling Unit	41	1	0.183341	x 1 =	0.183341
	Townhouse Dwelling Unit	42	1	0.183341	x 1 =	0.183341
	Townhouse Dwelling Unit	43	1	0.183341	x 1 =	0.183341
	Townhouse Dwelling Unit	44	1	0.183341	x 1 =	0.183341
	Townhouse Dwelling Unit	45	1	0.183341	x 1 =	0.183341
Building A	Superintendent's Unit	46	1	0.194726	x 1 =	0.194726
	Highrise Dwelling Unit	47	1	0.178006	x 1 =	0.178006
	Guest Suite Unit	48	1	0.000001	x 1 =	0.000001
	Highrise Dwelling Unit	49	1	0.222594	x 1 =	0.222594
	Highrise Dwelling Unit	50	1	0.221549	x 1 =	0.221549
	Highrise Dwelling Unit	51	1	0.222246	x 1 =	0.222246
	Highrise Dwelling Unit	52	1	0.222246	x 1 =	0.222246
Building B	Highrise Dwelling Unit	53	1	0.187410	x 1 =	0.187410
	Highrise Dwelling Unit	54	1	0.299579	x 1 =	0.299579
	Highrise Dwelling Unit	55	1	0.332672	x 1 =	0.332672
	Highrise Dwelling Unit	56	1	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	57	1	0.312119	x 1 =	0.312119
	Highrise Dwelling Unit	58	1	0.212492	x 1 =	0.212492
	Highrise Dwelling Unit	59	1	0.340684	x 1 =	0.340684
	Highrise Dwelling Unit	60	1	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	61	1	0.208311	x 1 =	0.208311
Building A	Highrise Dwelling Unit	1	2	0.190894	x 1 =	0.190894
	Highrise Dwelling Unit	2	2	0.321873	x 1 =	0.321873
	Highrise Dwelling Unit	3	2	0.188456	x 1 =	0.188456

Valleymede Towers & Luxe Towns
Schedule D

Building	Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
	Highrise Dwelling Unit	4	2	0.338245	x 1 =	0.338245
	Highrise Dwelling Unit	5	2	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	6	2	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	7	2	0.221549	x 1 =	0.221549
	Highrise Dwelling Unit	8	2	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	9	2	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	10	2	0.338245	x 1 =	0.338245
	Highrise Dwelling Unit	11	2	0.188456	x 1 =	0.188456
	Highrise Dwelling Unit	12	2	0.321873	x 1 =	0.321873
	Highrise Dwelling Unit	13	2	0.218762	x 1 =	0.218762
	Highrise Dwelling Unit	14	2	0.211795	x 1 =	0.211795
	Highrise Dwelling Unit	15	2	0.222246	x 1 =	0.222246
	Highrise Dwelling Unit	16	2	0.193681	x 1 =	0.193681
Building B	Highrise Dwelling Unit	17	2	0.212144	x 1 =	0.212144
	Highrise Dwelling Unit	18	2	0.299579	x 1 =	0.299579
	Highrise Dwelling Unit	19	2	0.332671	x 1 =	0.332671
	Highrise Dwelling Unit	20	2	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	21	2	0.312118	x 1 =	0.312118
	Highrise Dwelling Unit	22	2	0.226078	x 1 =	0.226078
	Highrise Dwelling Unit	23	2	0.226078	x 1 =	0.226078
	Highrise Dwelling Unit	24	2	0.312118	x 1 =	0.312118
	Highrise Dwelling Unit	25	2	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	26	2	0.332671	x 1 =	0.332671
	Highrise Dwelling Unit	27	2	0.299579	x 1 =	0.299579
	Highrise Dwelling Unit	28	2	0.212144	x 1 =	0.212144
Building A	Highrise Dwelling Unit	1	3	0.190894	x 1 =	0.190894
	Highrise Dwelling Unit	2	3	0.321873	x 1 =	0.321873
	Highrise Dwelling Unit	3	3	0.188456	x 1 =	0.188456
	Highrise Dwelling Unit	4	3	0.338245	x 1 =	0.338245
	Highrise Dwelling Unit	5	3	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	6	3	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	7	3	0.221549	x 1 =	0.221549
	Highrise Dwelling Unit	8	3	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	9	3	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	10	3	0.338245	x 1 =	0.338245
	Highrise Dwelling Unit	11	3	0.188456	x 1 =	0.188456
	Highrise Dwelling Unit	12	3	0.321873	x 1 =	0.321873
	Highrise Dwelling Unit	13	3	0.218762	x 1 =	0.218762
	Highrise Dwelling Unit	14	3	0.211795	x 1 =	0.211795
	Highrise Dwelling Unit	15	3	0.222246	x 1 =	0.222246
	Highrise Dwelling Unit	16	3	0.193681	x 1 =	0.193681
Building B	Highrise Dwelling Unit	17	3	0.212144	x 1 =	0.212144
	Highrise Dwelling Unit	18	3	0.299579	x 1 =	0.299579
	Highrise Dwelling Unit	19	3	0.332671	x 1 =	0.332671
	Highrise Dwelling Unit	20	3	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	21	3	0.312118	x 1 =	0.312118
	Highrise Dwelling Unit	22	3	0.226078	x 1 =	0.226078
	Highrise Dwelling Unit	23	3	0.226078	x 1 =	0.226078
	Highrise Dwelling Unit	24	3	0.312118	x 1 =	0.312118
	Highrise Dwelling Unit	25	3	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	26	3	0.332671	x 1 =	0.332671
	Highrise Dwelling Unit	27	3	0.299579	x 1 =	0.299579
	Highrise Dwelling Unit	28	3	0.212144	x 1 =	0.212144
Building A	Highrise Dwelling Unit	1	4	0.190894	x 1 =	0.190894
	Highrise Dwelling Unit	2	4	0.321873	x 1 =	0.321873
	Highrise Dwelling Unit	3	4	0.188456	x 1 =	0.188456
	Highrise Dwelling Unit	4	4	0.338245	x 1 =	0.338245
	Highrise Dwelling Unit	5	4	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	6	4	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	7	4	0.221549	x 1 =	0.221549
	Highrise Dwelling Unit	8	4	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	9	4	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	10	4	0.338245	x 1 =	0.338245
	Highrise Dwelling Unit	11	4	0.188456	x 1 =	0.188456
	Highrise Dwelling Unit	12	4	0.321873	x 1 =	0.321873
	Highrise Dwelling Unit	13	4	0.218762	x 1 =	0.218762
	Highrise Dwelling Unit	14	4	0.211795	x 1 =	0.211795
	Highrise Dwelling Unit	15	4	0.222246	x 1 =	0.222246
	Highrise Dwelling Unit	16	4	0.193681	x 1 =	0.193681

Valleymede Towers & Luxe Towns
Schedule D

Building	Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
Building B	Highrise Dwelling Unit	17	4	0.212144	x 1 =	0.212144
	Highrise Dwelling Unit	18	4	0.299579	x 1 =	0.299579
	Highrise Dwelling Unit	19	4	0.332671	x 1 =	0.332671
	Highrise Dwelling Unit	20	4	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	21	4	0.312118	x 1 =	0.312118
	Highrise Dwelling Unit	22	4	0.226078	x 1 =	0.226078
	Highrise Dwelling Unit	23	4	0.226078	x 1 =	0.226078
	Highrise Dwelling Unit	24	4	0.312118	x 1 =	0.312118
	Highrise Dwelling Unit	25	4	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	26	4	0.332671	x 1 =	0.332671
Building A	Highrise Dwelling Unit	27	4	0.299579	x 1 =	0.299579
	Highrise Dwelling Unit	28	4	0.212144	x 1 =	0.212144
	Highrise Dwelling Unit	1	5	0.190894	x 1 =	0.190894
	Highrise Dwelling Unit	2	5	0.321873	x 1 =	0.321873
	Highrise Dwelling Unit	3	5	0.188456	x 1 =	0.188456
	Highrise Dwelling Unit	4	5	0.338245	x 1 =	0.338245
	Highrise Dwelling Unit	5	5	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	6	5	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	7	5	0.221549	x 1 =	0.221549
	Highrise Dwelling Unit	8	5	0.225729	x 1 =	0.225729
Building B	Highrise Dwelling Unit	9	5	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	10	5	0.338245	x 1 =	0.338245
	Highrise Dwelling Unit	11	5	0.188456	x 1 =	0.188456
	Highrise Dwelling Unit	12	5	0.321873	x 1 =	0.321873
	Highrise Dwelling Unit	13	5	0.218762	x 1 =	0.218762
	Highrise Dwelling Unit	14	5	0.211795	x 1 =	0.211795
	Highrise Dwelling Unit	15	5	0.222246	x 1 =	0.222246
	Highrise Dwelling Unit	16	5	0.193681	x 1 =	0.193681
	Highrise Dwelling Unit	17	5	0.212144	x 1 =	0.212144
	Highrise Dwelling Unit	18	5	0.299579	x 1 =	0.299579
Building A	Highrise Dwelling Unit	19	5	0.332671	x 1 =	0.332671
	Highrise Dwelling Unit	20	5	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	21	5	0.312118	x 1 =	0.312118
	Highrise Dwelling Unit	22	5	0.226078	x 1 =	0.226078
	Highrise Dwelling Unit	23	5	0.226078	x 1 =	0.226078
	Highrise Dwelling Unit	24	5	0.312118	x 1 =	0.312118
	Highrise Dwelling Unit	25	5	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	26	5	0.332671	x 1 =	0.332671
	Highrise Dwelling Unit	27	5	0.299579	x 1 =	0.299579
	Highrise Dwelling Unit	28	5	0.212144	x 1 =	0.212144
Building B	Highrise Dwelling Unit	1	6	0.190894	x 1 =	0.190894
	Highrise Dwelling Unit	2	6	0.321873	x 1 =	0.321873
	Highrise Dwelling Unit	3	6	0.188456	x 1 =	0.188456
	Highrise Dwelling Unit	4	6	0.338245	x 1 =	0.338245
	Highrise Dwelling Unit	5	6	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	6	6	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	7	6	0.221549	x 1 =	0.221549
	Highrise Dwelling Unit	8	6	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	9	6	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	10	6	0.338245	x 1 =	0.338245
Building A	Highrise Dwelling Unit	11	6	0.188456	x 1 =	0.188456
	Highrise Dwelling Unit	12	6	0.321873	x 1 =	0.321873
	Highrise Dwelling Unit	13	6	0.218762	x 1 =	0.218762
	Highrise Dwelling Unit	14	6	0.211795	x 1 =	0.211795
	Highrise Dwelling Unit	15	6	0.222246	x 1 =	0.222246
	Highrise Dwelling Unit	16	6	0.193681	x 1 =	0.193681
	Highrise Dwelling Unit	17	6	0.212144	x 1 =	0.212144
	Highrise Dwelling Unit	18	6	0.299579	x 1 =	0.299579
	Highrise Dwelling Unit	19	6	0.332671	x 1 =	0.332671
	Highrise Dwelling Unit	20	6	0.323963	x 1 =	0.323963
Building B	Highrise Dwelling Unit	21	6	0.312118	x 1 =	0.312118
	Highrise Dwelling Unit	22	6	0.226078	x 1 =	0.226078
	Highrise Dwelling Unit	23	6	0.226078	x 1 =	0.226078
	Highrise Dwelling Unit	24	6	0.312118	x 1 =	0.312118
	Highrise Dwelling Unit	25	6	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	26	6	0.332671	x 1 =	0.332671
	Highrise Dwelling Unit	27	6	0.299579	x 1 =	0.299579
	Highrise Dwelling Unit	28	6	0.212144	x 1 =	0.212144
	Highrise Dwelling Unit	1	7	0.190894	x 1 =	0.190894
	Highrise Dwelling Unit	2	7	0.321873	x 1 =	0.321873
Highrise Dwelling Unit	3	7	0.188456	x 1 =	0.188456	

Valleymede Towers & Luxe Towns
Schedule D

Building	Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
	Highrise Dwelling Unit	4	7	0.338245	x 1 =	0.338245
	Highrise Dwelling Unit	5	7	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	6	7	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	7	7	0.221549	x 1 =	0.221549
	Highrise Dwelling Unit	8	7	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	9	7	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	10	7	0.338245	x 1 =	0.338245
	Highrise Dwelling Unit	11	7	0.188456	x 1 =	0.188456
	Highrise Dwelling Unit	12	7	0.321873	x 1 =	0.321873
	Highrise Dwelling Unit	13	7	0.218762	x 1 =	0.218762
	Highrise Dwelling Unit	14	7	0.211795	x 1 =	0.211795
	Highrise Dwelling Unit	15	7	0.222246	x 1 =	0.222246
	Highrise Dwelling Unit	16	7	0.193681	x 1 =	0.193681
Building B	Highrise Dwelling Unit	17	7	0.212144	x 1 =	0.212144
	Highrise Dwelling Unit	18	7	0.299579	x 1 =	0.299579
	Highrise Dwelling Unit	19	7	0.332671	x 1 =	0.332671
	Highrise Dwelling Unit	20	7	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	21	7	0.312118	x 1 =	0.312118
	Highrise Dwelling Unit	22	7	0.226078	x 1 =	0.226078
	Highrise Dwelling Unit	23	7	0.226078	x 1 =	0.226078
	Highrise Dwelling Unit	24	7	0.312118	x 1 =	0.312118
	Highrise Dwelling Unit	25	7	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	26	7	0.332671	x 1 =	0.332671
	Highrise Dwelling Unit	27	7	0.299579	x 1 =	0.299579
	Highrise Dwelling Unit	28	7	0.212144	x 1 =	0.212144
Building A	Highrise Dwelling Unit	1	8	0.190894	x 1 =	0.190894
	Highrise Dwelling Unit	2	8	0.321873	x 1 =	0.321873
	Highrise Dwelling Unit	3	8	0.188456	x 1 =	0.188456
	Highrise Dwelling Unit	4	8	0.338245	x 1 =	0.338245
	Highrise Dwelling Unit	5	8	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	6	8	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	7	8	0.221549	x 1 =	0.221549
	Highrise Dwelling Unit	8	8	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	9	8	0.225729	x 1 =	0.225729
	Highrise Dwelling Unit	10	8	0.338245	x 1 =	0.338245
	Highrise Dwelling Unit	11	8	0.188456	x 1 =	0.188456
	Highrise Dwelling Unit	12	8	0.321873	x 1 =	0.321873
	Highrise Dwelling Unit	13	8	0.218762	x 1 =	0.218762
	Highrise Dwelling Unit	14	8	0.211795	x 1 =	0.211795
	Highrise Dwelling Unit	15	8	0.222246	x 1 =	0.222246
	Highrise Dwelling Unit	16	8	0.193681	x 1 =	0.193681
Building B	Highrise Dwelling Unit	17	8	0.212144	x 1 =	0.212144
	Highrise Dwelling Unit	18	8	0.299579	x 1 =	0.299579
	Highrise Dwelling Unit	19	8	0.332671	x 1 =	0.332671
	Highrise Dwelling Unit	20	8	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	21	8	0.312118	x 1 =	0.312118
	Highrise Dwelling Unit	22	8	0.226078	x 1 =	0.226078
	Highrise Dwelling Unit	23	8	0.226078	x 1 =	0.226078
	Highrise Dwelling Unit	24	8	0.312118	x 1 =	0.312118
	Highrise Dwelling Unit	25	8	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	26	8	0.332671	x 1 =	0.332671
	Highrise Dwelling Unit	27	8	0.299579	x 1 =	0.299579
	Highrise Dwelling Unit	28	8	0.212144	x 1 =	0.212144
Building A	Highrise Dwelling Unit	1	9	0.190894	x 1 =	0.190894
	Highrise Dwelling Unit	2	9	0.321873	x 1 =	0.321873
	Highrise Dwelling Unit	3	9	0.392239	x 1 =	0.392239
	Highrise Dwelling Unit	4	9	0.376215	x 1 =	0.376215
	Highrise Dwelling Unit	5	9	0.221549	x 1 =	0.221549
	Highrise Dwelling Unit	6	9	0.376215	x 1 =	0.376215
	Highrise Dwelling Unit	7	9	0.392239	x 1 =	0.392239
	Highrise Dwelling Unit	8	9	0.321873	x 1 =	0.321873
	Highrise Dwelling Unit	9	9	0.218762	x 1 =	0.218762
	Highrise Dwelling Unit	10	9	0.211795	x 1 =	0.211795
	Highrise Dwelling Unit	11	9	0.222246	x 1 =	0.222246
	Highrise Dwelling Unit	12	9	0.193681	x 1 =	0.193681
Building B	Highrise Dwelling Unit	13	9	0.212144	x 1 =	0.212144
	Highrise Dwelling Unit	14	9	0.299579	x 1 =	0.299579
	Highrise Dwelling Unit	15	9	0.332671	x 1 =	0.332671
	Highrise Dwelling Unit	16	9	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	17	9	0.312118	x 1 =	0.312118
	Highrise Dwelling Unit	18	9	0.226078	x 1 =	0.226078

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Building	Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
	Highrise Dwelling Unit	19	9	0.226078	x 1 =	0.226078
	Highrise Dwelling Unit	20	9	0.312118	x 1 =	0.312118
	Highrise Dwelling Unit	21	9	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	22	9	0.332671	x 1 =	0.332671
	Highrise Dwelling Unit	23	9	0.299579	x 1 =	0.299579
	Highrise Dwelling Unit	24	9	0.212144	x 1 =	0.212144
Building A	Highrise Dwelling Unit	1	10	0.190894	x 1 =	0.190894
	Highrise Dwelling Unit	2	10	0.321873	x 1 =	0.321873
	Highrise Dwelling Unit	3	10	0.392239	x 1 =	0.392239
	Highrise Dwelling Unit	4	10	0.376215	x 1 =	0.376215
	Highrise Dwelling Unit	5	10	0.221549	x 1 =	0.221549
	Highrise Dwelling Unit	6	10	0.376215	x 1 =	0.376215
	Highrise Dwelling Unit	7	10	0.392239	x 1 =	0.392239
	Highrise Dwelling Unit	8	10	0.321873	x 1 =	0.321873
	Highrise Dwelling Unit	9	10	0.218762	x 1 =	0.218762
	Highrise Dwelling Unit	10	10	0.211795	x 1 =	0.211795
	Highrise Dwelling Unit	11	10	0.222246	x 1 =	0.222246
	Highrise Dwelling Unit	12	10	0.193681	x 1 =	0.193681
Building B	Highrise Dwelling Unit	13	10	0.212144	x 1 =	0.212144
	Highrise Dwelling Unit	14	10	0.299579	x 1 =	0.299579
	Highrise Dwelling Unit	15	10	0.332671	x 1 =	0.332671
	Highrise Dwelling Unit	16	10	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	17	10	0.312118	x 1 =	0.312118
	Highrise Dwelling Unit	18	10	0.226078	x 1 =	0.226078
	Highrise Dwelling Unit	19	10	0.226078	x 1 =	0.226078
	Highrise Dwelling Unit	20	10	0.312118	x 1 =	0.312118
	Highrise Dwelling Unit	21	10	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	22	10	0.332671	x 1 =	0.332671
	Highrise Dwelling Unit	23	10	0.299579	x 1 =	0.299579
	Highrise Dwelling Unit	24	10	0.212144	x 1 =	0.212144
Building B	Highrise Dwelling Unit	1	11	0.212144	x 1 =	0.212144
	Highrise Dwelling Unit	2	11	0.299579	x 1 =	0.299579
	Highrise Dwelling Unit	3	11	0.332671	x 1 =	0.332671
	Highrise Dwelling Unit	4	11	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	5	11	0.312118	x 1 =	0.312118
	Highrise Dwelling Unit	6	11	0.226078	x 1 =	0.226078
	Highrise Dwelling Unit	7	11	0.226078	x 1 =	0.226078
	Highrise Dwelling Unit	8	11	0.312118	x 1 =	0.312118
	Highrise Dwelling Unit	9	11	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	10	11	0.332671	x 1 =	0.332671
	Highrise Dwelling Unit	11	11	0.299579	x 1 =	0.299579
	Highrise Dwelling Unit	12	11	0.212144	x 1 =	0.212144
Building B	Highrise Dwelling Unit	1	12	0.212144	x 1 =	0.212144
	Highrise Dwelling Unit	2	12	0.299579	x 1 =	0.299579
	Highrise Dwelling Unit	3	12	0.332671	x 1 =	0.332671
	Highrise Dwelling Unit	4	12	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	5	12	0.312118	x 1 =	0.312118
	Highrise Dwelling Unit	6	12	0.226078	x 1 =	0.226078
	Highrise Dwelling Unit	7	12	0.226078	x 1 =	0.226078
	Highrise Dwelling Unit	8	12	0.312118	x 1 =	0.312118
	Highrise Dwelling Unit	9	12	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	10	12	0.332671	x 1 =	0.332671
	Highrise Dwelling Unit	11	12	0.299579	x 1 =	0.299579
	Highrise Dwelling Unit	12	12	0.212144	x 1 =	0.212144
Building B	Highrise Dwelling Unit	1	13	0.212144	x 1 =	0.212144
	Highrise Dwelling Unit	2	13	0.299579	x 1 =	0.299579
	Highrise Dwelling Unit	3	13	0.332671	x 1 =	0.332671
	Highrise Dwelling Unit	4	13	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	5	13	0.312118	x 1 =	0.312118
	Highrise Dwelling Unit	6	13	0.226078	x 1 =	0.226078
	Highrise Dwelling Unit	7	13	0.226078	x 1 =	0.226078
	Highrise Dwelling Unit	8	13	0.312118	x 1 =	0.312118
	Highrise Dwelling Unit	9	13	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	10	13	0.332671	x 1 =	0.332671
	Highrise Dwelling Unit	11	13	0.299579	x 1 =	0.299579
	Highrise Dwelling Unit	12	13	0.212144	x 1 =	0.212144
Building B	Highrise Dwelling Unit	1	14	0.511723	x 1 =	0.511723
	Highrise Dwelling Unit	2	14	0.332671	x 1 =	0.332671
	Highrise Dwelling Unit	3	14	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	4	14	0.312118	x 1 =	0.312118

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Building	Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
	Highrise Dwelling Unit	5	14	0.226078	x 1 =	0.226078
	Highrise Dwelling Unit	6	14	0.226078	x 1 =	0.226078
	Highrise Dwelling Unit	7	14	0.312118	x 1 =	0.312118
	Highrise Dwelling Unit	8	14	0.323963	x 1 =	0.323963
	Highrise Dwelling Unit	9	14	0.332671	x 1 =	0.332671
	Highrise Dwelling Unit	10	14	0.511723	x 1 =	0.511723
Building B	Highrise Dwelling Unit	1	15	0.511723	x 1 =	0.511723
	Highrise Dwelling Unit	2	15	0.444143	x 1 =	0.444143
	Highrise Dwelling Unit	3	15	0.508587	x 1 =	0.508587
	Highrise Dwelling Unit	4	15	0.508587	x 1 =	0.508587
	Highrise Dwelling Unit	5	15	0.444143	x 1 =	0.444143
	Highrise Dwelling Unit	6	15	0.511723	x 1 =	0.511723
	Parking Unit	1	A	0.018334	x 1 =	0.018334
	Parking Unit	2	A	0.018334	x 1 =	0.018334
	Parking Unit	3	A	0.018334	x 1 =	0.018334
	Parking Unit	4	A	0.018334	x 1 =	0.018334
	Parking Unit	5	A	0.018334	x 1 =	0.018334
	Parking Unit	6	A	0.018334	x 1 =	0.018334
	Parking Unit	7	A	0.018334	x 1 =	0.018334
	Parking Unit	8	A	0.018334	x 1 =	0.018334
	Parking Unit	9	A	0.018334	x 1 =	0.018334
	Parking Unit	10	A	0.018334	x 1 =	0.018334
	Parking Unit	11	A	0.018334	x 1 =	0.018334
	Parking Unit	12	A	0.018334	x 1 =	0.018334
	Parking Unit	13	A	0.018334	x 1 =	0.018334
	Parking Unit	14	A	0.018334	x 1 =	0.018334
	Parking Unit	15	A	0.018334	x 1 =	0.018334
	Parking Unit	16	A	0.018334	x 1 =	0.018334
	Parking Unit	17	A	0.018334	x 1 =	0.018334
	Parking Unit	18	A	0.018334	x 1 =	0.018334
	Parking Unit	19	A	0.018334	x 1 =	0.018334
	Parking Unit	20	A	0.018334	x 1 =	0.018334
	Parking Unit	21	A	0.018334	x 1 =	0.018334
	Parking Unit	22	A	0.018334	x 1 =	0.018334
	Parking Unit	23	A	0.018334	x 1 =	0.018334
	Parking Unit	24	A	0.018334	x 1 =	0.018334
	Parking Unit	25	A	0.018334	x 1 =	0.018334
	Parking Unit	26	A	0.018334	x 1 =	0.018334
	Parking Unit	27	A	0.018334	x 1 =	0.018334
	Parking Unit	28	A	0.018334	x 1 =	0.018334
	Parking Unit	29	A	0.018334	x 1 =	0.018334
	Parking Unit	30	A	0.018334	x 1 =	0.018334
	Parking Unit	31	A	0.018334	x 1 =	0.018334
	Parking Unit	32	A	0.018334	x 1 =	0.018334
	Parking Unit	33	A	0.018334	x 1 =	0.018334
	Parking Unit	34	A	0.018334	x 1 =	0.018334
	Parking Unit	35	A	0.018334	x 1 =	0.018334
	Parking Unit	36	A	0.018334	x 1 =	0.018334
	Parking Unit	37	A	0.018334	x 1 =	0.018334
	Parking Unit	38	A	0.018334	x 1 =	0.018334
	Parking Unit	39	A	0.018334	x 1 =	0.018334
	Parking Unit	40	A	0.018334	x 1 =	0.018334
	Parking Unit	41	A	0.018334	x 1 =	0.018334
	Parking Unit	42	A	0.018334	x 1 =	0.018334
	Parking Unit	43	A	0.018334	x 1 =	0.018334
	Parking Unit	44	A	0.018334	x 1 =	0.018334
	Parking Unit	45	A	0.018334	x 1 =	0.018334
	Parking Unit	46	A	0.018334	x 1 =	0.018334
	Parking Unit	47	A	0.018334	x 1 =	0.018334
	Parking Unit	48	A	0.018334	x 1 =	0.018334
	Parking Unit	49	A	0.018334	x 1 =	0.018334
	Parking Unit	50	A	0.018334	x 1 =	0.018334
	Parking Unit	51	A	0.018334	x 1 =	0.018334
	Parking Unit	52	A	0.018334	x 1 =	0.018334
	Parking Unit	53	A	0.018334	x 1 =	0.018334
	Parking Unit	54	A	0.018334	x 1 =	0.018334
	Parking Unit	55	A	0.018334	x 1 =	0.018334
	Parking Unit	56	A	0.018334	x 1 =	0.018334
	Parking Unit	57	A	0.018334	x 1 =	0.018334
	Parking Unit	58	A	0.018334	x 1 =	0.018334
	Parking Unit	59	A	0.018334	x 1 =	0.018334
	Parking Unit	60	A	0.018334	x 1 =	0.018334
	Parking Unit	61	A	0.018334	x 1 =	0.018334
	Parking Unit	62	A	0.018334	x 1 =	0.018334

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Building	Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
	Parking Unit	63	A	0.018334	x 1 =	0.018334
	Parking Unit	64	A	0.018334	x 1 =	0.018334
	Parking Unit	65	A	0.018334	x 1 =	0.018334
	Parking Unit	66	A	0.018334	x 1 =	0.018334
	Parking Unit	67	A	0.018334	x 1 =	0.018334
	Parking Unit	68	A	0.018334	x 1 =	0.018334
	Parking Unit	69	A	0.018334	x 1 =	0.018334
	Parking Unit	70	A	0.018334	x 1 =	0.018334
	Parking Unit	71	A	0.018334	x 1 =	0.018334
	Parking Unit	72	A	0.018334	x 1 =	0.018334
	Parking Unit	73	A	0.018334	x 1 =	0.018334
	Parking Unit	74	A	0.018334	x 1 =	0.018334
	Parking Unit	75	A	0.018334	x 1 =	0.018334
	Parking Unit	76	A	0.018334	x 1 =	0.018334
	Parking Unit	77	A	0.018334	x 1 =	0.018334
	Parking Unit	78	A	0.018334	x 1 =	0.018334
	Parking Unit	79	A	0.018334	x 1 =	0.018334
	Parking Unit	80	A	0.018334	x 1 =	0.018334
	Parking Unit	81	A	0.018334	x 1 =	0.018334
	Parking Unit	82	A	0.018334	x 1 =	0.018334
	Parking Unit	83	A	0.018334	x 1 =	0.018334
	Parking Unit	84	A	0.018334	x 1 =	0.018334
	Parking Unit	85	A	0.018334	x 1 =	0.018334
	Parking Unit	86	A	0.018334	x 1 =	0.018334
	Parking Unit	87	A	0.018334	x 1 =	0.018334
	Parking Unit	88	A	0.018334	x 1 =	0.018334
	Parking Unit	89	A	0.018334	x 1 =	0.018334
	Parking Unit	90	A	0.018334	x 1 =	0.018334
	Parking Unit	91	A	0.018334	x 1 =	0.018334
	Parking Unit	92	A	0.018334	x 1 =	0.018334
	Parking Unit	93	A	0.018334	x 1 =	0.018334
	Parking Unit	94	A	0.018334	x 1 =	0.018334
	Parking Unit	95	A	0.018334	x 1 =	0.018334
	Parking Unit	96	A	0.018334	x 1 =	0.018334
	Parking Unit	97	A	0.018334	x 1 =	0.018334
	Parking Unit	98	A	0.018334	x 1 =	0.018334
	Parking Unit	99	A	0.018334	x 1 =	0.018334
	Parking Unit	100	A	0.018334	x 1 =	0.018334
	Parking Unit	101	A	0.018334	x 1 =	0.018334
	Parking Unit	102	A	0.018334	x 1 =	0.018334
	Parking Unit	103	A	0.018334	x 1 =	0.018334
	Parking Unit	104	A	0.018334	x 1 =	0.018334
	Parking Unit	105	A	0.018334	x 1 =	0.018334
	Parking Unit	106	A	0.018334	x 1 =	0.018334
	Parking Unit	107	A	0.018334	x 1 =	0.018334
	Parking Unit	108	A	0.018334	x 1 =	0.018334
	Parking Unit	109	A	0.018334	x 1 =	0.018334
	Parking Unit	110	A	0.018334	x 1 =	0.018334
	Parking Unit	111	A	0.018334	x 1 =	0.018334
	Parking Unit	112	A	0.018334	x 1 =	0.018334
	Parking Unit	113	A	0.018334	x 1 =	0.018334
	Parking Unit	114	A	0.018334	x 1 =	0.018334
	Parking Unit	115	A	0.018334	x 1 =	0.018334
	Parking Unit	116	A	0.018334	x 1 =	0.018334
	Parking Unit	117	A	0.018334	x 1 =	0.018334
	Parking Unit	118	A	0.018334	x 1 =	0.018334
	Parking Unit	119	A	0.018334	x 1 =	0.018334
	Parking Unit	120	A	0.018334	x 1 =	0.018334
	Parking Unit	121	A	0.018334	x 1 =	0.018334
	Parking Unit	122	A	0.018334	x 1 =	0.018334
	Parking Unit	123	A	0.018334	x 1 =	0.018334
	Parking Unit	124	A	0.018334	x 1 =	0.018334
	Parking Unit	125	A	0.018334	x 1 =	0.018334
	Parking Unit	126	A	0.018334	x 1 =	0.018334
	Parking Unit	127	A	0.018334	x 1 =	0.018334
	Parking Unit	128	A	0.018334	x 1 =	0.018334
	Parking Unit	129	A	0.018334	x 1 =	0.018334
	Parking Unit	130	A	0.018334	x 1 =	0.018334
	Parking Unit	131	A	0.018334	x 1 =	0.018334
	Parking Unit	132	A	0.018334	x 1 =	0.018334
	Parking Unit	133	A	0.018334	x 1 =	0.018334
	Parking Unit	134	A	0.018334	x 1 =	0.018334
	Parking Unit	135	A	0.018334	x 1 =	0.018334
	Parking Unit	136	A	0.018334	x 1 =	0.018334
	Parking Unit	137	A	0.018334	x 1 =	0.018334
	Parking Unit	138	A	0.018334	x 1 =	0.018334

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Building	Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
	Parking Unit	139	A	0.018334	x 1 =	0.018334
	Parking Unit	140	A	0.018334	x 1 =	0.018334
	Parking Unit	141	A	0.018334	x 1 =	0.018334
	Parking Unit	142	A	0.018334	x 1 =	0.018334
	Parking Unit	143	A	0.018334	x 1 =	0.018334
	Parking Unit	144	A	0.018334	x 1 =	0.018334
	Parking Unit	145	A	0.018334	x 1 =	0.018334
	Parking Unit	146	A	0.018334	x 1 =	0.018334
	Parking Unit	147	A	0.018334	x 1 =	0.018334
	Parking Unit	148	A	0.018334	x 1 =	0.018334
	Parking Unit	149	A	0.018334	x 1 =	0.018334
	Parking Unit	150	A	0.018334	x 1 =	0.018334
	Parking Unit	151	A	0.018334	x 1 =	0.018334
	Parking Unit	152	A	0.018334	x 1 =	0.018334
	Parking Unit	153	A	0.018334	x 1 =	0.018334
	Parking Unit	154	A	0.018334	x 1 =	0.018334
	Parking Unit	155	A	0.018334	x 1 =	0.018334
	Parking Unit	156	A	0.018334	x 1 =	0.018334
	Parking Unit	157	A	0.018334	x 1 =	0.018334
	Locker Unit	158	A	0.003056	x 1 =	0.003056
	Locker Unit	159	A	0.003056	x 1 =	0.003056
	Locker Unit	160	A	0.003056	x 1 =	0.003056
	Locker Unit	161	A	0.003056	x 1 =	0.003056
	Locker Unit	162	A	0.003056	x 1 =	0.003056
	Locker Unit	163	A	0.003056	x 1 =	0.003056
	Locker Unit	164	A	0.003056	x 1 =	0.003056
	Locker Unit	165	A	0.003056	x 1 =	0.003056
	Locker Unit	166	A	0.003056	x 1 =	0.003056
	Locker Unit	167	A	0.003056	x 1 =	0.003056
	Locker Unit	168	A	0.003056	x 1 =	0.003056
	Locker Unit	169	A	0.003056	x 1 =	0.003056
	Locker Unit	170	A	0.003056	x 1 =	0.003056
	Locker Unit	171	A	0.003056	x 1 =	0.003056
	Locker Unit	172	A	0.003056	x 1 =	0.003056
	Locker Unit	173	A	0.003056	x 1 =	0.003056
	Locker Unit	174	A	0.003056	x 1 =	0.003056
	Locker Unit	175	A	0.003056	x 1 =	0.003056
	Locker Unit	176	A	0.003056	x 1 =	0.003056
	Locker Unit	177	A	0.003056	x 1 =	0.003056
	Locker Unit	178	A	0.003056	x 1 =	0.003056
	Locker Unit	179	A	0.003056	x 1 =	0.003056
	Locker Unit	180	A	0.003056	x 1 =	0.003056
	Locker Unit	181	A	0.003056	x 1 =	0.003056
	Locker Unit	182	A	0.003056	x 1 =	0.003056
	Locker Unit	183	A	0.003056	x 1 =	0.003056
	Locker Unit	184	A	0.003056	x 1 =	0.003056
	Locker Unit	185	A	0.003056	x 1 =	0.003056
	Locker Unit	186	A	0.003056	x 1 =	0.003056
	Locker Unit	187	A	0.003056	x 1 =	0.003056
	Locker Unit	188	A	0.003056	x 1 =	0.003056
	Locker Unit	189	A	0.003056	x 1 =	0.003056
	Locker Unit	190	A	0.003056	x 1 =	0.003056
	Locker Unit	191	A	0.003056	x 1 =	0.003056
	Locker Unit	192	A	0.003056	x 1 =	0.003056
	Locker Unit	193	A	0.003056	x 1 =	0.003056
	Locker Unit	194	A	0.003056	x 1 =	0.003056
	Locker Unit	195	A	0.003056	x 1 =	0.003056
	Locker Unit	196	A	0.003056	x 1 =	0.003056
	Locker Unit	197	A	0.003056	x 1 =	0.003056
	Locker Unit	198	A	0.003056	x 1 =	0.003056
	Locker Unit	199	A	0.003056	x 1 =	0.003056
	Locker Unit	200	A	0.003056	x 1 =	0.003056
	Locker Unit	201	A	0.003056	x 1 =	0.003056
	Locker Unit	202	A	0.003056	x 1 =	0.003056
	Locker Unit	203	A	0.003056	x 1 =	0.003056
	Locker Unit	204	A	0.003056	x 1 =	0.003056
	Locker Unit	205	A	0.003056	x 1 =	0.003056
	Locker Unit	206	A	0.003056	x 1 =	0.003056
	Locker Unit	207	A	0.003056	x 1 =	0.003056
	Locker Unit	208	A	0.003056	x 1 =	0.003056
	Locker Unit	209	A	0.003056	x 1 =	0.003056
	Locker Unit	210	A	0.003056	x 1 =	0.003056
	Locker Unit	211	A	0.003056	x 1 =	0.003056
	Locker Unit	212	A	0.003056	x 1 =	0.003056
	Locker Unit	213	A	0.003056	x 1 =	0.003056
	Locker Unit	214	A	0.003056	x 1 =	0.003056

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Building	Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
	Locker Unit	215	A	0.003056	x 1 =	0.003056
	Locker Unit	216	A	0.003056	x 1 =	0.003056
	Locker Unit	217	A	0.003056	x 1 =	0.003056
	Locker Unit	218	A	0.003056	x 1 =	0.003056
	Locker Unit	219	A	0.003056	x 1 =	0.003056
	Locker Unit	220	A	0.003056	x 1 =	0.003056
	Locker Unit	221	A	0.003056	x 1 =	0.003056
	Locker Unit	222	A	0.003056	x 1 =	0.003056
	Locker Unit	223	A	0.003056	x 1 =	0.003056
	Locker Unit	224	A	0.003056	x 1 =	0.003056
	Locker Unit	225	A	0.003056	x 1 =	0.003056
	Locker Unit	226	A	0.003056	x 1 =	0.003056
	Locker Unit	227	A	0.003056	x 1 =	0.003056
	Locker Unit	228	A	0.003056	x 1 =	0.003056
	Locker Unit	229	A	0.003056	x 1 =	0.003056
	Locker Unit	230	A	0.003056	x 1 =	0.003056
	Locker Unit	231	A	0.003056	x 1 =	0.003056
	Locker Unit	232	A	0.003056	x 1 =	0.003056
	Locker Unit	233	A	0.003056	x 1 =	0.003056
	Locker Unit	234	A	0.003056	x 1 =	0.003056
	Locker Unit	235	A	0.003056	x 1 =	0.003056
	Locker Unit	236	A	0.003056	x 1 =	0.003056
	Locker Unit	237	A	0.003056	x 1 =	0.003056
	Locker Unit	238	A	0.003056	x 1 =	0.003056
	Locker Unit	239	A	0.003056	x 1 =	0.003056
	Locker Unit	240	A	0.003056	x 1 =	0.003056
	Locker Unit	241	A	0.003056	x 1 =	0.003056
	Locker Unit	242	A	0.003056	x 1 =	0.003056
	Locker Unit	243	A	0.003056	x 1 =	0.003056
	Locker Unit	244	A	0.003056	x 1 =	0.003056
	Locker Unit	245	A	0.003056	x 1 =	0.003056
	Locker Unit	246	A	0.003056	x 1 =	0.003056
	Locker Unit	247	A	0.003056	x 1 =	0.003056
	Locker Unit	248	A	0.003056	x 1 =	0.003056
	Locker Unit	249	A	0.003056	x 1 =	0.003056
	Locker Unit	250	A	0.003056	x 1 =	0.003056
	Locker Unit	251	A	0.003056	x 1 =	0.003056
	Locker Unit	252	A	0.003056	x 1 =	0.003056
	Locker Unit	253	A	0.003056	x 1 =	0.003056
	Locker Unit	254	A	0.003056	x 1 =	0.003056
	Locker Unit	255	A	0.003056	x 1 =	0.003056
	Locker Unit	256	A	0.003056	x 1 =	0.003056
	Locker Unit	257	A	0.003056	x 1 =	0.003056
	Locker Unit	258	A	0.003056	x 1 =	0.003056
	Locker Unit	259	A	0.003056	x 1 =	0.003056
	Locker Unit	260	A	0.003056	x 1 =	0.003056
	Locker Unit	261	A	0.003056	x 1 =	0.003056
	Locker Unit	262	A	0.003056	x 1 =	0.003056
	Locker Unit	263	A	0.003056	x 1 =	0.003056
	Locker Unit	264	A	0.003056	x 1 =	0.003056
	Locker Unit	265	A	0.003056	x 1 =	0.003056
	Locker Unit	266	A	0.003056	x 1 =	0.003056
	Locker Unit	267	A	0.003056	x 1 =	0.003056
	Locker Unit	268	A	0.003056	x 1 =	0.003056
	Locker Unit	269	A	0.003056	x 1 =	0.003056
	Locker Unit	270	A	0.003056	x 1 =	0.003056
	Locker Unit	271	A	0.003056	x 1 =	0.003056
	Locker Unit	272	A	0.003056	x 1 =	0.003056
	Locker Unit	273	A	0.003056	x 1 =	0.003056
	Locker Unit	274	A	0.003056	x 1 =	0.003056
	Locker Unit	275	A	0.003056	x 1 =	0.003056
	Locker Unit	276	A	0.003056	x 1 =	0.003056
	Locker Unit	277	A	0.003056	x 1 =	0.003056
	Locker Unit	278	A	0.003056	x 1 =	0.003056
	Locker Unit	279	A	0.003056	x 1 =	0.003056
	Locker Unit	280	A	0.003056	x 1 =	0.003056
	Locker Unit	281	A	0.003056	x 1 =	0.003056
	Locker Unit	282	A	0.003056	x 1 =	0.003056
	Locker Unit	283	A	0.003056	x 1 =	0.003056
	Locker Unit	284	A	0.003056	x 1 =	0.003056
	Locker Unit	285	A	0.003056	x 1 =	0.003056
	Locker Unit	286	A	0.003056	x 1 =	0.003056
	Locker Unit	287	A	0.003056	x 1 =	0.003056
	Locker Unit	288	A	0.003056	x 1 =	0.003056
	Locker Unit	289	A	0.003056	x 1 =	0.003056
	Locker Unit	290	A	0.003056	x 1 =	0.003056

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Building	Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
	Locker Unit	291	A	0.003056	x 1 =	0.003056
	Locker Unit	292	A	0.003056	x 1 =	0.003056
	Locker Unit	293	A	0.003056	x 1 =	0.003056
	Locker Unit	294	A	0.003056	x 1 =	0.003056
	Locker Unit	295	A	0.003056	x 1 =	0.003056
	Locker Unit	296	A	0.003056	x 1 =	0.003056
	Locker Unit	297	A	0.003056	x 1 =	0.003056
	Locker Unit	298	A	0.003056	x 1 =	0.003056
	Locker Unit	299	A	0.003056	x 1 =	0.003056
	Parking Unit	1	B	0.018334	x 1 =	0.018334
	Parking Unit	2	B	0.018334	x 1 =	0.018334
	Parking Unit	3	B	0.018334	x 1 =	0.018334
	Parking Unit	4	B	0.018334	x 1 =	0.018334
	Parking Unit	5	B	0.018334	x 1 =	0.018334
	Parking Unit	6	B	0.018334	x 1 =	0.018334
	Parking Unit	7	B	0.018334	x 1 =	0.018334
	Parking Unit	8	B	0.018334	x 1 =	0.018334
	Parking Unit	9	B	0.018334	x 1 =	0.018334
	Parking Unit	10	B	0.018334	x 1 =	0.018334
	Parking Unit	11	B	0.018334	x 1 =	0.018334
	Parking Unit	12	B	0.018334	x 1 =	0.018334
	Parking Unit	13	B	0.018334	x 1 =	0.018334
	Parking Unit	14	B	0.018334	x 1 =	0.018334
	Parking Unit	15	B	0.018334	x 1 =	0.018334
	Parking Unit	16	B	0.018334	x 1 =	0.018334
	Parking Unit	17	B	0.018334	x 1 =	0.018334
	Parking Unit	18	B	0.018334	x 1 =	0.018334
	Parking Unit	19	B	0.018334	x 1 =	0.018334
	Parking Unit	20	B	0.018334	x 1 =	0.018334
	Parking Unit	21	B	0.018334	x 1 =	0.018334
	Parking Unit	22	B	0.018334	x 1 =	0.018334
	Parking Unit	23	B	0.018334	x 1 =	0.018334
	Parking Unit	24	B	0.018334	x 1 =	0.018334
	Parking Unit	25	B	0.018334	x 1 =	0.018334
	Parking Unit	26	B	0.018334	x 1 =	0.018334
	Parking Unit	27	B	0.018334	x 1 =	0.018334
	Parking Unit	28	B	0.018334	x 1 =	0.018334
	Parking Unit	29	B	0.018334	x 1 =	0.018334
	Parking Unit	30	B	0.018334	x 1 =	0.018334
	Parking Unit	31	B	0.018334	x 1 =	0.018334
	Parking Unit	32	B	0.018334	x 1 =	0.018334
	Parking Unit	33	B	0.018334	x 1 =	0.018334
	Parking Unit	34	B	0.018334	x 1 =	0.018334
	Parking Unit	35	B	0.018334	x 1 =	0.018334
	Parking Unit	36	B	0.018334	x 1 =	0.018334
	Parking Unit	37	B	0.018334	x 1 =	0.018334
	Parking Unit	38	B	0.018334	x 1 =	0.018334
	Parking Unit	39	B	0.018334	x 1 =	0.018334
	Parking Unit	40	B	0.018334	x 1 =	0.018334
	Parking Unit	41	B	0.018334	x 1 =	0.018334
	Parking Unit	42	B	0.018334	x 1 =	0.018334
	Parking Unit	43	B	0.018334	x 1 =	0.018334
	Parking Unit	44	B	0.018334	x 1 =	0.018334
	Parking Unit	45	B	0.018334	x 1 =	0.018334
	Parking Unit	46	B	0.018334	x 1 =	0.018334
	Parking Unit	47	B	0.018334	x 1 =	0.018334
	Parking Unit	48	B	0.018334	x 1 =	0.018334
	Parking Unit	49	B	0.018334	x 1 =	0.018334
	Parking Unit	50	B	0.018334	x 1 =	0.018334
	Parking Unit	51	B	0.018334	x 1 =	0.018334
	Parking Unit	52	B	0.018334	x 1 =	0.018334
	Parking Unit	53	B	0.018334	x 1 =	0.018334
	Parking Unit	54	B	0.018334	x 1 =	0.018334
	Parking Unit	55	B	0.018334	x 1 =	0.018334
	Parking Unit	56	B	0.018334	x 1 =	0.018334
	Parking Unit	57	B	0.018334	x 1 =	0.018334
	Parking Unit	58	B	0.018334	x 1 =	0.018334
	Parking Unit	59	B	0.018334	x 1 =	0.018334
	Parking Unit	60	B	0.018334	x 1 =	0.018334
	Parking Unit	61	B	0.018334	x 1 =	0.018334
	Parking Unit	62	B	0.018334	x 1 =	0.018334
	Parking Unit	63	B	0.018334	x 1 =	0.018334
	Parking Unit	64	B	0.018334	x 1 =	0.018334
	Parking Unit	65	B	0.018334	x 1 =	0.018334
	Parking Unit	66	B	0.018334	x 1 =	0.018334
	Parking Unit	67	B	0.018334	x 1 =	0.018334

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Building	Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
	Parking Unit	68	B	0.018334	x 1 =	0.018334
	Parking Unit	69	B	0.018334	x 1 =	0.018334
	Parking Unit	70	B	0.018334	x 1 =	0.018334
	Parking Unit	71	B	0.018334	x 1 =	0.018334
	Parking Unit	72	B	0.018334	x 1 =	0.018334
	Parking Unit	73	B	0.018334	x 1 =	0.018334
	Parking Unit	74	B	0.018334	x 1 =	0.018334
	Parking Unit	75	B	0.018334	x 1 =	0.018334
	Parking Unit	76	B	0.018334	x 1 =	0.018334
	Parking Unit	77	B	0.018334	x 1 =	0.018334
	Parking Unit	78	B	0.018334	x 1 =	0.018334
	Parking Unit	79	B	0.018334	x 1 =	0.018334
	Parking Unit	80	B	0.018334	x 1 =	0.018334
	Parking Unit	81	B	0.018334	x 1 =	0.018334
	Parking Unit	82	B	0.018334	x 1 =	0.018334
	Parking Unit	83	B	0.018334	x 1 =	0.018334
	Parking Unit	84	B	0.018334	x 1 =	0.018334
	Parking Unit	85	B	0.018334	x 1 =	0.018334
	Parking Unit	86	B	0.018334	x 1 =	0.018334
	Parking Unit	87	B	0.018334	x 1 =	0.018334
	Parking Unit	88	B	0.018334	x 1 =	0.018334
	Parking Unit	89	B	0.018334	x 1 =	0.018334
	Parking Unit	90	B	0.018334	x 1 =	0.018334
	Parking Unit	91	B	0.018334	x 1 =	0.018334
	Parking Unit	92	B	0.018334	x 1 =	0.018334
	Parking Unit	93	B	0.018334	x 1 =	0.018334
	Parking Unit	94	B	0.018334	x 1 =	0.018334
	Parking Unit	95	B	0.018334	x 1 =	0.018334
	Parking Unit	96	B	0.018334	x 1 =	0.018334
	Parking Unit	97	B	0.018334	x 1 =	0.018334
	Parking Unit	98	B	0.018334	x 1 =	0.018334
	Parking Unit	99	B	0.018334	x 1 =	0.018334
	Parking Unit	100	B	0.018334	x 1 =	0.018334
	Parking Unit	101	B	0.018334	x 1 =	0.018334
	Parking Unit	102	B	0.018334	x 1 =	0.018334
	Parking Unit	103	B	0.018334	x 1 =	0.018334
	Parking Unit	104	B	0.018334	x 1 =	0.018334
	Parking Unit	105	B	0.018334	x 1 =	0.018334
	Parking Unit	106	B	0.018334	x 1 =	0.018334
	Parking Unit	107	B	0.018334	x 1 =	0.018334
	Parking Unit	108	B	0.018334	x 1 =	0.018334
	Parking Unit	109	B	0.018334	x 1 =	0.018334
	Parking Unit	110	B	0.018334	x 1 =	0.018334
	Parking Unit	111	B	0.018334	x 1 =	0.018334
	Parking Unit	112	B	0.018334	x 1 =	0.018334
	Parking Unit	113	B	0.018334	x 1 =	0.018334
	Parking Unit	114	B	0.018334	x 1 =	0.018334
	Parking Unit	115	B	0.018334	x 1 =	0.018334
	Parking Unit	116	B	0.018334	x 1 =	0.018334
	Parking Unit	117	B	0.018334	x 1 =	0.018334
	Parking Unit	118	B	0.018334	x 1 =	0.018334
	Parking Unit	119	B	0.018334	x 1 =	0.018334
	Parking Unit	120	B	0.018334	x 1 =	0.018334
	Parking Unit	121	B	0.018334	x 1 =	0.018334
	Parking Unit	122	B	0.018334	x 1 =	0.018334
	Parking Unit	123	B	0.018334	x 1 =	0.018334
	Parking Unit	124	B	0.018334	x 1 =	0.018334
	Parking Unit	125	B	0.018334	x 1 =	0.018334
	Parking Unit	126	B	0.018334	x 1 =	0.018334
	Parking Unit	127	B	0.018334	x 1 =	0.018334
	Parking Unit	128	B	0.018334	x 1 =	0.018334
	Parking Unit	129	B	0.018334	x 1 =	0.018334
	Parking Unit	130	B	0.018334	x 1 =	0.018334
	Parking Unit	131	B	0.018334	x 1 =	0.018334
	Parking Unit	132	B	0.018334	x 1 =	0.018334
	Parking Unit	133	B	0.018334	x 1 =	0.018334
	Parking Unit	134	B	0.018334	x 1 =	0.018334
	Parking Unit	135	B	0.018334	x 1 =	0.018334
	Parking Unit	136	B	0.018334	x 1 =	0.018334
	Parking Unit	137	B	0.018334	x 1 =	0.018334
	Parking Unit	138	B	0.018334	x 1 =	0.018334
	Parking Unit	139	B	0.018334	x 1 =	0.018334
	Parking Unit	140	B	0.018334	x 1 =	0.018334
	Parking Unit	141	B	0.018334	x 1 =	0.018334
	Parking Unit	142	B	0.018334	x 1 =	0.018334
	Parking Unit	143	B	0.018334	x 1 =	0.018334

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Building	Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
	Parking Unit	144	B	0.018334	x 1 =	0.018334
	Parking Unit	145	B	0.018334	x 1 =	0.018334
	Parking Unit	146	B	0.018334	x 1 =	0.018334
	Parking Unit	147	B	0.018334	x 1 =	0.018334
	Parking Unit	148	B	0.018334	x 1 =	0.018334
	Parking Unit	149	B	0.018334	x 1 =	0.018334
	Parking Unit	150	B	0.018334	x 1 =	0.018334
	Parking Unit	151	B	0.018334	x 1 =	0.018334
	Parking Unit	152	B	0.018334	x 1 =	0.018334
	Parking Unit	153	B	0.018334	x 1 =	0.018334
	Parking Unit	154	B	0.018334	x 1 =	0.018334
	Parking Unit	155	B	0.018334	x 1 =	0.018334
	Parking Unit	156	B	0.018334	x 1 =	0.018334
	Parking Unit	157	B	0.018334	x 1 =	0.018334
	Parking Unit	158	B	0.018334	x 1 =	0.018334
	Parking Unit	159	B	0.018334	x 1 =	0.018334
	Parking Unit	160	B	0.018334	x 1 =	0.018334
	Parking Unit	161	B	0.018334	x 1 =	0.018334
	Parking Unit	162	B	0.018334	x 1 =	0.018334
	Parking Unit	163	B	0.018334	x 1 =	0.018334
	Parking Unit	164	B	0.018334	x 1 =	0.018334
	Parking Unit	165	B	0.018334	x 1 =	0.018334
	Parking Unit	166	B	0.018334	x 1 =	0.018334
	Parking Unit	167	B	0.018334	x 1 =	0.018334
	Parking Unit	168	B	0.018334	x 1 =	0.018334
	Parking Unit	169	B	0.018334	x 1 =	0.018334
	Parking Unit	170	B	0.018334	x 1 =	0.018334
	Parking Unit	171	B	0.018334	x 1 =	0.018334
	Parking Unit	172	B	0.018334	x 1 =	0.018334
	Parking Unit	173	B	0.018334	x 1 =	0.018334
	Parking Unit	174	B	0.018334	x 1 =	0.018334
	Parking Unit	175	B	0.018334	x 1 =	0.018334
	Parking Unit	176	B	0.018334	x 1 =	0.018334
	Parking Unit	177	B	0.018334	x 1 =	0.018334
	Parking Unit	178	B	0.018334	x 1 =	0.018334
	Parking Unit	179	B	0.018334	x 1 =	0.018334
	Parking Unit	180	B	0.018334	x 1 =	0.018334
	Parking Unit	181	B	0.018334	x 1 =	0.018334
	Parking Unit	182	B	0.018334	x 1 =	0.018334
	Parking Unit	183	B	0.018334	x 1 =	0.018334
	Parking Unit	184	B	0.018334	x 1 =	0.018334
	Parking Unit	185	B	0.018334	x 1 =	0.018334
	Parking Unit	186	B	0.018334	x 1 =	0.018334
	Parking Unit	187	B	0.018334	x 1 =	0.018334
	Parking Unit	188	B	0.018334	x 1 =	0.018334
	Parking Unit	189	B	0.018334	x 1 =	0.018334
	Parking Unit	190	B	0.018334	x 1 =	0.018334
	Parking Unit	191	B	0.018334	x 1 =	0.018334
	Parking Unit	192	B	0.018334	x 1 =	0.018334
	Parking Unit	193	B	0.018334	x 1 =	0.018334
	Parking Unit	194	B	0.018334	x 1 =	0.018334
	Parking Unit	195	B	0.018334	x 1 =	0.018334
	Parking Unit	196	B	0.018334	x 1 =	0.018334
	Parking Unit	197	B	0.018334	x 1 =	0.018334
	Locker Unit	198	B	0.003056	x 1 =	0.003056
	Locker Unit	199	B	0.003056	x 1 =	0.003056
	Locker Unit	200	B	0.003056	x 1 =	0.003056
	Locker Unit	201	B	0.003056	x 1 =	0.003056
	Locker Unit	202	B	0.003056	x 1 =	0.003056
	Locker Unit	203	B	0.003056	x 1 =	0.003056
	Locker Unit	204	B	0.003056	x 1 =	0.003056
	Locker Unit	205	B	0.003056	x 1 =	0.003056
	Locker Unit	206	B	0.003056	x 1 =	0.003056
	Locker Unit	207	B	0.003056	x 1 =	0.003056
	Locker Unit	208	B	0.003056	x 1 =	0.003056
	Locker Unit	209	B	0.003056	x 1 =	0.003056
	Locker Unit	210	B	0.003056	x 1 =	0.003056
	Locker Unit	211	B	0.003056	x 1 =	0.003056
	Locker Unit	212	B	0.003056	x 1 =	0.003056
	Locker Unit	213	B	0.003056	x 1 =	0.003056
	Locker Unit	214	B	0.003056	x 1 =	0.003056
	Locker Unit	215	B	0.003056	x 1 =	0.003056
	Locker Unit	216	B	0.003056	x 1 =	0.003056
	Locker Unit	217	B	0.003056	x 1 =	0.003056
	Locker Unit	218	B	0.003056	x 1 =	0.003056
	Locker Unit	219	B	0.003056	x 1 =	0.003056

Valleymede Towers & Luxe Towns
Schedule D

Building	Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
	Locker Unit	220	B	0.003056	x 1 =	0.003056
	Locker Unit	221	B	0.003056	x 1 =	0.003056
	Locker Unit	222	B	0.003056	x 1 =	0.003056
	Locker Unit	223	B	0.003056	x 1 =	0.003056
	Locker Unit	224	B	0.003056	x 1 =	0.003056
	Locker Unit	225	B	0.003056	x 1 =	0.003056
	Locker Unit	226	B	0.003056	x 1 =	0.003056
	Locker Unit	227	B	0.003056	x 1 =	0.003056
	Locker Unit	228	B	0.003056	x 1 =	0.003056
	Locker Unit	229	B	0.003056	x 1 =	0.003056
	Locker Unit	230	B	0.003056	x 1 =	0.003056
	Locker Unit	231	B	0.003056	x 1 =	0.003056
	Locker Unit	232	B	0.003056	x 1 =	0.003056
	Locker Unit	233	B	0.003056	x 1 =	0.003056
	Locker Unit	234	B	0.003056	x 1 =	0.003056
	Locker Unit	235	B	0.003056	x 1 =	0.003056
	Locker Unit	236	B	0.003056	x 1 =	0.003056
	Locker Unit	237	B	0.003056	x 1 =	0.003056
	Locker Unit	238	B	0.003056	x 1 =	0.003056
	Locker Unit	239	B	0.003056	x 1 =	0.003056
	Locker Unit	240	B	0.003056	x 1 =	0.003056
	Locker Unit	241	B	0.003056	x 1 =	0.003056
	Locker Unit	242	B	0.003056	x 1 =	0.003056
	Locker Unit	243	B	0.003056	x 1 =	0.003056
	Locker Unit	244	B	0.003056	x 1 =	0.003056
	Locker Unit	245	B	0.003056	x 1 =	0.003056
	Locker Unit	246	B	0.003056	x 1 =	0.003056
	Locker Unit	247	B	0.003056	x 1 =	0.003056
	Locker Unit	248	B	0.003056	x 1 =	0.003056
	Locker Unit	249	B	0.003056	x 1 =	0.003056
	Locker Unit	250	B	0.003056	x 1 =	0.003056
	Locker Unit	251	B	0.003056	x 1 =	0.003056
	Locker Unit	252	B	0.003056	x 1 =	0.003056
	Locker Unit	253	B	0.003056	x 1 =	0.003056
	Locker Unit	254	B	0.003056	x 1 =	0.003056
	Locker Unit	255	B	0.003056	x 1 =	0.003056
	Locker Unit	256	B	0.003056	x 1 =	0.003056
	Locker Unit	257	B	0.003056	x 1 =	0.003056
	Locker Unit	258	B	0.003056	x 1 =	0.003056
	Locker Unit	259	B	0.003056	x 1 =	0.003056
	Locker Unit	260	B	0.003056	x 1 =	0.003056
	Locker Unit	261	B	0.003056	x 1 =	0.003056
	Locker Unit	262	B	0.003056	x 1 =	0.003056
	Locker Unit	263	B	0.003056	x 1 =	0.003056
	Locker Unit	264	B	0.003056	x 1 =	0.003056
	Locker Unit	265	B	0.003056	x 1 =	0.003056
	Locker Unit	266	B	0.003056	x 1 =	0.003056
	Locker Unit	267	B	0.003056	x 1 =	0.003056
	Locker Unit	268	B	0.003056	x 1 =	0.003056
	Locker Unit	269	B	0.003056	x 1 =	0.003056
	Locker Unit	270	B	0.003056	x 1 =	0.003056
	Locker Unit	271	B	0.003056	x 1 =	0.003056
	Locker Unit	272	B	0.003056	x 1 =	0.003056
	Locker Unit	273	B	0.003056	x 1 =	0.003056
	Locker Unit	274	B	0.003056	x 1 =	0.003056
	Locker Unit	275	B	0.003056	x 1 =	0.003056
	Locker Unit	276	B	0.003056	x 1 =	0.003056
	Locker Unit	277	B	0.003056	x 1 =	0.003056
	Locker Unit	278	B	0.003056	x 1 =	0.003056
	Locker Unit	279	B	0.003056	x 1 =	0.003056
	Locker Unit	280	B	0.003056	x 1 =	0.003056
	Locker Unit	281	B	0.003056	x 1 =	0.003056
	Locker Unit	282	B	0.003056	x 1 =	0.003056
	Locker Unit	283	B	0.003056	x 1 =	0.003056
	Locker Unit	284	B	0.003056	x 1 =	0.003056
	Locker Unit	285	B	0.003056	x 1 =	0.003056
	Locker Unit	286	B	0.003056	x 1 =	0.003056
	Locker Unit	287	B	0.003056	x 1 =	0.003056
	Locker Unit	288	B	0.003056	x 1 =	0.003056
	Locker Unit	289	B	0.003056	x 1 =	0.003056
	Locker Unit	290	B	0.003056	x 1 =	0.003056
	Locker Unit	291	B	0.003056	x 1 =	0.003056
	Locker Unit	292	B	0.003056	x 1 =	0.003056
	Locker Unit	293	B	0.003056	x 1 =	0.003056
	Locker Unit	294	B	0.003056	x 1 =	0.003056
	Locker Unit	295	B	0.003056	x 1 =	0.003056

Valleymede Towers & Luxe Towns
Schedule D

Building	Unit Type	Unit No.	Level No.	Proportion of Common Interest and Expenses (expressed as percentages of each unit)	No. of Units	
	Locker Unit	296	B	0.003056	x 1 =	0.003056
	Locker Unit	297	B	0.003056	x 1 =	0.003056
	Locker Unit	298	B	0.003056	x 1 =	0.003056
	Locker Unit	299	B	0.003056	x 1 =	0.003056
	Locker Unit	300	B	0.003056	x 1 =	0.003056
	Locker Unit	301	B	0.003056	x 1 =	0.003056
	Locker Unit	302	B	0.003056	x 1 =	0.003056
	Locker Unit	303	B	0.003056	x 1 =	0.003056
	Locker Unit	304	B	0.003056	x 1 =	0.003056
	Locker Unit	305	B	0.003056	x 1 =	0.003056
	Locker Unit	306	B	0.003056	x 1 =	0.003056
	Locker Unit	307	B	0.003056	x 1 =	0.003056
	Locker Unit	308	B	0.003056	x 1 =	0.003056
	Locker Unit	309	B	0.003056	x 1 =	0.003056
	Locker Unit	310	B	0.003056	x 1 =	0.003056
	Locker Unit	311	B	0.003056	x 1 =	0.003056
	Locker Unit	312	B	0.003056	x 1 =	0.003056
	Locker Unit	313	B	0.003056	x 1 =	0.003056
	Locker Unit	314	B	0.003056	x 1 =	0.003056
	Locker Unit	315	B	0.003056	x 1 =	0.003056
	Locker Unit	316	B	0.003056	x 1 =	0.003056
	Locker Unit	317	B	0.003056	x 1 =	0.003056
	Locker Unit	318	B	0.003056	x 1 =	0.003056
	Locker Unit	319	B	0.003056	x 1 =	0.003056
	Locker Unit	320	B	0.003056	x 1 =	0.003056
	Locker Unit	321	B	0.003056	x 1 =	0.003056
	Locker Unit	322	B	0.003056	x 1 =	0.003056
	Locker Unit	323	B	0.003056	x 1 =	0.003056
	Locker Unit	324	B	0.003056	x 1 =	0.003056
	Locker Unit	325	B	0.003056	x 1 =	0.003056
	Locker Unit	326	B	0.003056	x 1 =	0.003056
	Locker Unit	327	B	0.003056	x 1 =	0.003056
	Locker Unit	328	B	0.003056	x 1 =	0.003056
	Locker Unit	329	B	0.003056	x 1 =	0.003056
	Locker Unit	330	B	0.003056	x 1 =	0.003056
	Locker Unit	331	B	0.003056	x 1 =	0.003056
	Locker Unit	332	B	0.003056	x 1 =	0.003056
	Locker Unit	333	B	0.003056	x 1 =	0.003056
	Locker Unit	334	B	0.003056	x 1 =	0.003056
	Locker Unit	335	B	0.003056	x 1 =	0.003056
	Locker Unit	336	B	0.003056	x 1 =	0.003056
	Locker Unit	337	B	0.003056	x 1 =	0.003056
	Locker Unit	338	B	0.003056	x 1 =	0.003056
	Locker Unit	339	B	0.003056	x 1 =	0.003056
	Locker Unit	340	B	0.003056	x 1 =	0.003056
	Locker Unit	341	B	0.003056	x 1 =	0.003056
	Locker Unit	342	B	0.003056	x 1 =	0.003056
	Locker Unit	343	B	0.003056	x 1 =	0.003056
	Locker Unit	344	B	0.003056	x 1 =	0.003056
	Locker Unit	345	B	0.003056	x 1 =	0.003056
	Locker Unit	346	B	0.003056	x 1 =	0.003056
	Locker Unit	347	B	0.003056	x 1 =	0.003056
	Locker Unit	348	B	0.003056	x 1 =	0.003056
	Locker Unit	349	B	0.003056	x 1 =	0.003056
	Locker Unit	350	B	0.003056	x 1 =	0.003056
	Locker Unit	351	B	0.003056	x 1 =	0.003056
	Locker Unit	352	B	0.003056	x 1 =	0.003056
	Locker Unit	353	B	0.003056	x 1 =	0.003056
	Locker Unit	354	B	0.003056	x 1 =	0.003056
	Locker Unit	355	B	0.003056	x 1 =	0.003056
	Locker Unit	356	B	0.003056	x 1 =	0.003056
	Locker Unit	357	B	0.003056	x 1 =	0.003056
	Locker Unit	358	B	0.003056	x 1 =	0.003056
	Locker Unit	359	B	0.003056	x 1 =	0.003056
	Locker Unit	360	B	0.003056	x 1 =	0.003056
	Locker Unit	361	B	0.003056	x 1 =	0.003056
	Locker Unit	362	B	0.003056	x 1 =	0.003056
	Locker Unit	363	B	0.003056	x 1 =	0.003056
	Locker Unit	364	B	0.003056	x 1 =	0.003056
	Locker Unit	365	B	0.003056	x 1 =	0.003056
	Locker Unit	366	B	0.003056	x 1 =	0.003056

100.000000

SCHEDULE "E"

TO THE DECLARATION OF 1857481 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 the 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 designated portions of the common elements), on the express understanding that the Corporation shall ultimately be reimbursed by (through payments made directly to the Utility Monitor by):
 - i) each of the highrise dwelling unit owners, for the cost of the hot water and cold water consumption attributable to each of their respective highrise dwelling units (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the check or consumption meters for hot water and cold water appurtenant to each of the highrise dwelling units (and comprising part of each highrise dwelling unit owner's P.S.R.U.C. amount); and
 - ii) each of the townhouse dwelling unit owners, for the cost of the cold water consumption attributable to each of their respective townhouse dwelling units (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the check or consumption meter for cold water appurtenant to each of the townhouse dwelling units (and comprising part of each townhouse dwelling unit owner's P.S.R.U.C. amount); and
 - b) electricity on a bulk basis (for each of the dwelling units and designated portions of the common elements), on the express understanding that the Corporation shall ultimately be reimbursed by (through payments made directly to the Utility Monitor by):
 - i) each of the dwelling unit owners, for the cost of the electricity consumption attributable to each of their respective dwelling units (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the check or consumption meter for electricity appurtenant to each of the dwelling units (and comprising part of each dwelling unit owner's P.S.R.U.C. amount); and
 - ii) each of the EV Parking Unit owners, for the cost of the electricity consumption attributable to each of their respective EV Parking Units, if applicable, pursuant to the periodic reading of the check or consumption meter for electricity appurtenant to each of the EV Parking Units (and comprising part of each dwelling unit owner's P.S.R.U.C. amount), if applicable;
 - c) natural gas on a bulk basis for any natural gas service to the non-exclusive use common element areas of this Condominium;
 - d) the cost of sorting, storing, recycling and/or disposing of the garbage emanating from the dwelling units and common element areas of this Condominium, in the event that municipal garbage pickup service is no longer available for the 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) interior roadway/walkway lighting, cleaning and snow removal, including the cost of removing snow, ice and debris from the public sidewalk areas along any portion of the perimeter of this Condominium, and from any stairs and/or porches leading directly to the front door of each of the townhouse dwelling units in this Condominium, together with general grounds maintenance and landscaping services with respect to the non-exclusive use common element areas;
 - g) the cost of maintaining, repairing and/or replacing (as and when required) the cold water, hot water and electricity check meters appurtenant to each of the dwelling units and the EV Parking Units (as the case may be); and
 - h) 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.

In addition, each of the highrise dwelling units shall be separately sub-metered and invoiced on a periodic basis by the Utility Monitor [as agent for (or contractor with) the Corporation] for the cost of hot water, cold water and electricity services consumed (predicated on the reading of the hot water, cold water and electricity check meters appurtenant to each highrise dwelling unit, as provided for in the declaration), and such costs shall be payable by each highrise dwelling unit owner in accordance with the provisions of the declaration. Moreover, each of the townhouse dwelling units shall be separately sub-metered or check metered for their respective cold water consumption, and correspondingly invoiced on a periodic basis by the Utility Monitor [as agent for (or contractor with) the Corporation] for the cost of the cold water services so consumed, and such invoiced consumption costs

for cold water shall be payable by each townhouse dwelling unit owner in accordance with the provisions of the declaration.

Furthermore, the EV Parking Units which have had an electrical outlet and electricity check meter installed appurtenant thereto, shall be 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, as provided for in the declaration), 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, telephone and any other telecommunication services they may utilize or consume (excluding however the high speed broadband internet services provided to this Condominium by Rogers Communications Inc.). Accordingly, the cost of such cable television, telephone and other telecommunication services, together with the cost of all such check metered utilities so invoiced to the respective dwelling unit owners on a periodic basis as hereinbefore outlined, shall not constitute (nor be construed as) a common expense, but rather shall be borne and paid for by each of the respective dwelling unit owners.

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 (and correspondingly paid by every unit owner as part of their respective contributions towards the common expenses) for this Condominium's reserve fund, 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. All sums of money paid or payable on account of the fees and disbursements of the Insurance Trustee, if so retained by the Corporation;
11. All sums of money paid or payable by the Corporation to conduct a performance audit of the common elements pursuant to the provisions of section 44 of the Act, to obtain a reserve fund study pursuant to section 94(4) of the Act [together with all comprehensive studies, and updated studies (including those based on a site inspection or otherwise) at the times and in the manner required to fully comply with the provisions of the Act], to obtain audited financial statements of the Corporation (both for or in respect of the turnover meeting and each annual general meeting thereafter), and to conduct or procure all other studies, audits, inventories or reports as may be required by the Act from time to time;
12. All sums of money paid or payable by the Corporation in order to comply with the duties set forth in section 48 of the declaration, including without limitation:
 - a) all costs and expenses incurred to operate, insure, maintain and/or repair the Recreational Amenities (and all amenities, facilities and equipment situate therein or operated therefrom);
 - b) all expenses incurred by the Corporation in complying with the terms and provisions of the Site Plan Agreement; and
 - c) 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 any and all agreements binding on the Corporation or expressly authorized or ratified by any of the by-laws of the Corporation), and effecting compliance therewith by all unit owners and their respective residents, tenants, invitees and/or licensees [save and except for those costs and expenses collected or recoverable by the Corporation against any unit owner(s) in the event of any breach of the provisions of the declaration, by-laws and/or rules, pursuant to the general indemnity provisions of section 46 of the declaration, or any other applicable provisions of the declaration entitling the Corporation to seek reimbursement of costs or indemnification from any owner(s)].
14. All sums of money paid or payable by the Corporation to the Green Lender in connection with the repayment of the Green Loan, including all blended monthly payments made (or to be made) on account of principal and interest, and all other costs and expenses incurred or associated with the Green Loan and/or the security documentation in connection therewith, as expressly contemplated in section 48(hh) of the declaration.
15. All sums of money paid or payable by the Corporation in connection with its acquisition and ownership of the Guest Suite Unit, in accordance with the provisions of sections 27 and 48(cc) 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 Guest Suite VTB Mortgage;
16. All sums of money paid or payable by the Corporation in connection with its acquisition and ownership of the Superintendent's

Unit, in accordance with the provisions of sections 28 and 48(ff) 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 Superintendent VTB Mortgage;

17. 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 48(gg) of the 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 Townhouse Dwelling Units 32 to 45 inclusive on Level 1, shall have the exclusive use of a rear yard including a deck, to which the Units will have direct access.
- b) the Owner(s) of Townhouse Dwelling Units 1 to 45 inclusive on Level 1, shall have the exclusive use of a front porch, to which the Units will have direct access.
- c) the Owner(s) of Townhouse Units 1 to 45 inclusive on Level 1, shall have the exclusive use of a driveway, to which the Units will have direct access.
- d) the Owner(s) of Highrise Dwelling Units 47 and 49 to 61 inclusive on Level 1, shall have the exclusive use of a patio, to which the Units will have direct access.
- e) the Owner(s) of Townhouse Dwelling Units 1 to 45 inclusive on Level 1, Highrise Dwelling Units 1 to 28 inclusive on Levels 2 to 8 inclusive, Units 1 to 24 inclusive on Level 9, Units 1 to 24 inclusive on Level 10, Units 1 to 12 inclusive on Levels 11 to 13 inclusive, Units 1 to 10 inclusive on Level 14 and Units 1 to 6 inclusive on Level 15, shall have the exclusive use of a balcony or balconies, to which the said Units will have direct and sole access.
- f) the Owner(s) of Townhouse Dwelling Units 1 to 31 inclusive on Level 1 and Highrise Dwelling Units 3 and 4 on Level 15, shall have the exclusive use of a terrace or terraces, to which the said Units will have direct and sole access.

NOTE:

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

SCHEDULE "G"
TO THE DECLARATION OF 1857481 ONTARIO INC.

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 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.

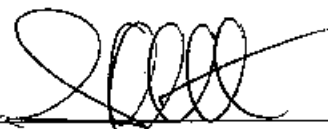
OR

- ~~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 and outdoor swimming pools.
- 11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this 19 day of Nov, 2019.


(signature)

STEVEN KIRSHENBLATT
(print name)

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



Form 2

Condominium Act, 1998

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

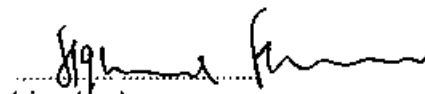
OR

- 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 3rd day of January, 2020


(signature)

SIGMUND SOUDACK, P.ENG.
(print name)
Architect or Engineer

