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Land Registrar
Registrateur
PEEL (43) BRAMPTON

DECLARATION

CONDOMINIUM ACT, 1998

Plan

ert Office Name) CONDOMINIUM PLAN NO. 779

V PROPERTY IDENTIFIER'S BLOCK 19779.

CENTLY : 13225-0138 (LT).

CLARANT : MISSISSAUGA - 2900 BATTLEFORD INC.

ICITOR : LAWRENCE ZIMMERMAN

RESS:

20 EGLINTON AVE. W. SUITE 1501

TORONTO, ON M4R 1K8

NE: 416-489-9222 FAX:

F UNITS 505

: $70.00 + ($5.00 x (number of unit) = 2595.00

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT, 1998

THIS DECLARATION made as of this 16th day of August, 2006 (hereinafter called the "Declaration") pursuant to the provisions of the Condominium Act, 1998, as amended, and the regulations enacted thereunder (all of which are hereinafter referred to as the "Act"), by:

MISSISSAUGA-2900 BATTLEFORD INC.
(hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of the lands and premises more particularly described in Schedule "A", and in the Description submitted herewith by the Declarant for registration in accordance with the Act as a freehold standard Condominium Corporation;

AND WHEREAS the said lands include one (1) building containing 210 Residential Units and 295 Parking Units;

AND WHEREAS the Declarant intends that the said lands and the buildings thereon and interests appurtenant to the lands shall be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I
INTRODUCTION

1.1 Definitions

(a) All words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time unless specified otherwise herein in the Declaration;

(b) "Building" shall mean the building and appurtenant structures built on the lands described in Schedule "A";

(c) "Parking Units" shall mean the Units 11 to 29 inclusive on Level 1, Units 1 to 134 inclusive on Level A and Units 1 to 142 inclusive on Level B designated as parking units in the Description;

(d) "Residential Units" shall mean units 1 to 10 inclusive, Level 1
Units 1 to 16 inclusive on each of Levels 2 to 11 inclusive,
Units 1 to 12 inclusive on each of Levels 12 and 13, and
Units 1 to 8 inclusive on each of Levels 14 and 15

1.2 Statement of Intention

The Declarant intends that the lands and interests appurtenant to the lands described in Schedule "A" and the Description be governed by the Act, and any amendments thereto.

1.3 Type of Condominium

The Registration of the Declaration and Description will create a freehold standard Condominium Corporation.

1.4 Consent of Encumbrancers

The consent of every person having a registered mortgage against the land or interest appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.

1.5 Boundaries of Units and Monuments

The monuments controlling the extent of the Units are the physical surfaces mentioned in the boundaries of Units in Schedule "C" attached hereto.

1.6 Common Interest

Each Owner shall have an undivided interest in the Common Elements as a tenant-in-common with all other Owners in the proportions set forth opposite each Unit number in Schedule "D" attached hereto.

The total of the proportions of the common interests shall be one hundred per cent (100%).

1.7 **Common Expenses**

Each Owner shall contribute to the Common Expenses in the proportion set forth opposite each Unit number in Schedule "D" attached hereto. The total of the proportions of the Common Expenses shall be one hundred percent (100%).

1.8 **Exclusive Use Common Areas**

Subject to compliance with the Act, the Declaration, By-Laws and the Rules passed pursuant to the Act, the Owner of each Unit shall have the exclusive use of those parts of the Common Elements designated in Schedule "F" attached hereto if any as exclusive to that Unit.

1.9 **Certificates**

The Certificates of the Architect and/or Engineer as required by Sub-section 5(8) of the Act are annexed as Schedule "G".

1.10 **Address for Service and Mailing Address of the Corporation**

The Corporation's address for service and mailing address shall be 5001 Yonge Street, Suite 1405,Toronto, Ontario M2N 6P6 or such other address as the Corporation may by resolution of the Board determine.

ARTICLE II
COMMON EXPENSES

2.1 **Specification of Common Expenses**

Common Expenses means the expenses of the performance of the objects and duties of the Corporation and, without limiting the generality of the foregoing, shall include those expenses set out in this Declaration, Schedule "E" attached hereto and the Act.

2.2 **Payment of Common Expenses**

Each Owner, including the Declarant, shall pay to the Corporation its 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 rules and regulations of the Corporation in force from time to time by any Owner, its tenants, invitees or licensees, or by anyone else for whom the Owner is at law responsible, 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.

2.3 **Status Certificates**

The Corporation shall on request provide the Declarant with a status certificate and all such accompanying statements and information, as may be requested from time to time by or on behalf of the Declarant in connection with a sale or mortgage by it of any Unit(s), all at no charge or fee to the Declarant or its mortgagee or to the person requesting the same as agent or solicitor for the Declarant or its mortgagee.

ARTICLE III
UNITS

3.1 **Occupation and Use**

The occupation and use of any service provided to the Units, shall be in accordance with the Act, this Declaration, the By-Laws, and the Rules as passed and amended from time to time; in accordance with the normal and usual use of such Units and services for the purposes intended therefore; and in accordance with the following restrictions and stipulations:

(a) Each of the residential Units shall be occupied and used only as a single family residence, with an ancillary home office if permitted by by-law, and for no other purpose. The foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining residential Units as models for display and sales purposes, and otherwise maintaining sales offices, displays and signs until all residential Units have been sold by the Declarant and construction has been completed.

(b) No Unit shall be occupied or used by anyone in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation. If a Unit is occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by or on behalf of the Corporation, the Owner of such Unit shall reimburse the Corporation for such increase, and such increase in premium cost shall be added to the Owner's contribution towards the Common Expenses.

(c) No animal, which is deemed by the Board, in its absolute discretion, to be a nuisance or a potential danger, shall be kept by any Owner in any Unit. An Owner shall, within two (2) weeks of receipt of a written notice from the Board advising that an animal has been so deemed and requesting the removal of such animal, permanently remove the animal from the property. No animals shall be kept on, in, or around any Unit for a commercial purpose or for breeding. No insects, vicious animals, snakes, farm animals or animals not permitted by virtue of any municipal or governmental by-law, ordinance, statute or regulation by order of the Board are permitted within the Units of Common Elements. Pets are to be maintained on a leash when within the Common Elements.

(d) No load bearing, structural, or partition wall, nor any part of any floor (save for floor covering), ceiling, exterior door or window, heating, air-conditioning, or electrical installation contained in or forming part of a Unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Board. This subparagraph shall not require any Owner to obtain the consent of the Board for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling which is within any Unit.

(e) No wall, floor, ceiling, exterior door or window, heating, air-conditioning, plumbing, or electrical installation contained in or forming part of a Unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Board. This subparagraph shall not require any Owner to obtain the consent of the Board for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling which is within any Unit. The consent of the Board shall be obtained for the replacement of any floor covering and the Corporation may enact conditions with respect to the installation of any hard surface which may transmit noise to adjoining areas.

(f) No fixture or attachment shall be made to any part of a Unit, any part of which would be located or project outside of the boundaries of the Unit, without prior written consent of the Board.

(g) No sign shall be placed on or within a Unit in a location where the sign would be visible from outside of the Unit except for the Declarant's promotional signage.

(h) The Owner of each Unit shall require all residents of, and visitors to the its Unit to comply with the Act, the Declaration, the By-Laws and the Rules and shall be responsible to the Corporation for any breaches committed by such person.

(i) The Board may pass rules governing the use of Units and exclusive use common areas to maintain a uniform appearance.

(j) In the event the Board determines that any noise or odour is being transmitted to another Unit and that such noise or odour is an annoyance, a nuisance, or disruptive (regardless of whether that Unit is adjacent to or wherever situated in relation to the offending Unit), then the Owner of such Unit shall take such steps as shall be necessary to abate such noise or odour to the satisfaction of the Board. In the event the Owner of such Unit fails to do so, the Board shall take such steps as shall be necessary to abate the noise or odour and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation for all expenses incurred by the Corporation in abating the noise or odour, which expenses are to include reasonable solicitors' fees on a solicitor and his own client basis. The Corporation may enact conditions with respect to the installation of any hard surface which may transmit noise to adjoining areas or require Owners to install broadloom if necessary to reduce noise transmission;

(k) The Corporation may enact by-laws, rules and regulations governing the making of installations, alterations, and changes to Units.

(l) All units except for the Residential Units are subject to a right of access over, along and upon such units at all times when necessary, in favour of the Declarant and in favour of the Corporation, their servants, agents and employees, for the purpose of ingress to and egress from any mechanical, electrical and other service areas forming part of the common elements.

(m) The Corporation and other persons authorized by the Board shall have the right to enter any Unit at any reasonable time for the purpose of installing, maintaining, repairing, reading and inspecting any metering devices for utilities supplied to the Unit.

3.2 **Requirements for Leasing**

Notwithstanding subsection 3.1(a), an Owner may lease its residential Unit for a minimum of one (1) year, provided that the Owner delivers to the Corporation a written agreement signed by the proposed tenant, containing a covenant in favour of the Corporation as follows:

> "I acknowledge and agree that both myself, my family and our invitees, shall, in using and occupying the Unit rented by me, strictly comply with all of the terms and provisions of the Condominium Act, 1998, the Declaration, the By-laws and all rules and regulations of the Condominium Corporation. In the event that I am notified in writing by the Condominium Corporation that the landlord/owner of the Unit which I am renting is in default of payment of common expenses with respect to such Unit, and said notice requires me, as tenant, to pay same to the Condominium Corporation, I hereby acknowledge and agree that I shall then forthwith pay to the Condominium Corporation the said outstanding amounts owing for common expenses, together with all outstanding interest accruing thereon pursuant to the provisions of the Declaration. Provided that any amounts so paid shall be deemed a payment under my Lease. In the event that I breach my obligations, I acknowledge that the Corporation may bring action to terminate my tenancy."

This shall not apply to Units leased by the Declarant prior to the registration of this Declaration.

3.3 **Joint Liability**

Notwithstanding any lease, the Owner shall not be relieved from any obligation with respect to the Unit but shall be jointly and severally liable with the tenant. Each Owner shall require all residents of, and visitors to, the Owner's Unit to comply with the Act, the Declaration, the By-Laws and the Rules and shall be responsible to the Corporation for any breaches committed by such persons.

3.4 **Notification**

The Owner of a Unit who leases the Unit or renews a lease of the Unit shall, within 30 days of entering into the lease or the renewal, as the case may be,

(a) notify the Corporation that the Unit is leased;
(b) provide the Corporation with the lessee's name, the owner's address and a copy of the lease or renewal or a summary of it in the form prescribed by the Minister; and
(c) provide the lessee with a copy of the declaration, by-laws and rules of the Corporation.

If a lease of a Unit is terminated and not renewed, the owner of the Unit shall notify the Corporation in writing. The Corporation shall maintain a record of the notices that it receives under this section.

3.5 **Rights of Entry to the Unit**

(a) The Corporation, or any insurer of the property, or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the property or which is in breach of the Declaration, the By-laws or Rules of the Corporation.

(b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and without notice for the purpose of repairing the Unit or the Common Elements, or for the purpose of correcting any condition which might result in damage or loss to the property. The Board or anyone authorized by it may determine whether an emergency exists.

(c) If an Owner shall not be personally present to grant entry to the Unit, the Corporation or its agents may enter upon such Unit, without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.

(d) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of

any Unit except as specifically provided in this Declaration or the By-Laws.

(e) The Corporation and other persons authorized by the Board shall have the right to enter any Unit at any reasonable time for the purpose of installing, maintaining, repairing, reading and inspecting any metering devices for utilities supplied to the Unit.

(f) No Owner shall change the locks on any unit, under any circumstances, unless the new lock is keyed to the Master Key and the Board or manager is advised and provided with a copy if requested..

3.6 **Exclusions from Units**

The description of the Units shall be subject to the following exclusions;

The units do not include any pipes, wires, cables, conduits, plumbing, sewers, or other service facility located within the unit boundaries which service any other unit or units. The units do include any pipes, wires, cables, conduits, plumbing, sewers, or other service facility including air conditioning equipment lying within the common elements that service only that unit.

3.7 **Changes and Alterations**

No Owner shall make any change, renovation, alteration or addition to its Unit which may affect the structure of its Unit or other Units or Common Elements; and without limitation any alteration, drilling, cutting or removal of a load bearing or structural member, wall or column; a partition wall or external wall; the floor slab; the ceiling slab; or any change affecting the Common Elements without the prior written consent of the Board, and subject to the restrictions set out herein, in any by-laws of the Corporation and in the Act. No Owner shall interfere with, repair or alter any mechanical system including cables, ducts, wiring, pipes, and mechanical or similar apparatus that supply a service to any other Unit or to the Common Elements without the prior written consent of the Board, and subject to the restrictions set out herein, in any by-laws of the Corporation and in the Act. 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, in its sole and absolute discretion, that the proposed change, renovation, alteration or addition will not:

(a) adversely affect the structural or mechanical integrity of the Unit, the Common Elements, or any other Unit;

(b) detract from the reasonable use or enjoyment by an Owner or occupant of any other Unit or of the Common Elements;

(c) negatively impact the aesthetic appearance of the Building;

(d) obstruct access to any utility or public services or the utility meters;

(e) encroach on the Common Elements or any other Unit; or

(f) offend any provisions of any municipal or zoning by-law or restrictions, the Act, this Declaration, the By-laws or Rules of the Corporation.

3.8 **Ownership of Parking Units**

(a) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, save and except for the Declarant, no owner of a residential Unit shall retain ownership of any Parking Unit after it has sold and conveyed title to its residential Unit.

(b) A sale, transfer, assignment or other conveyance of any Parking Unit shall be made only to an owner of a Unit or the Declarant

(c) Any lease of a Parking Unit by any Owner other than the Declarant shall be made only to the Declarant, the Corporation, an owner or tenant of a Residential Unit, provided however that if any Parking Unit is leased to a tenant, the term of such lease shall not extend beyond the term of the tenancy. It shall be a term of any such lease that the tenant is subject to the Act, this Declaration, the By-laws and Rules of the Corporation.

(d) Any instrument or other document purporting to effect a sale, transfer, lease, assignment or other conveyance of any Parking Unit, in contravention of any of the foregoing provisions of this section, shall be automatically null and void, and of no force or effect whatsoever, and any lease of any parking and/or locker unit shall automatically be deemed and construed to be

amended in order to accord with the foregoing provisions of this section.

3.9 **Use of Parking Units**

The Parking Units shall be used only for the parking of one (1) motor vehicle (or two (2) motor vehicles in the case of a tandem Parking Unit) and for no other purpose. No boats, trailers, snowmobiles, commercial vehicles, campers or recreational vehicles may be parked on a parking unit. Parking Units shall not be used for performance of maintenance or vehicle washing. As required by the managers of the Corporation or the Board, the users of Parking Units shall vacate their Parking Units to permit maintenance, power washing and repairs.

3.10 **Use of Balconies**

Balconies shall not be used for storage purposes and shall not be overloaded. No furniture shall be kept on a balcony except outdoor type furniture in good repair. Balconies shall not be used for laundry or clothes drying. Nothing shall be thrown off of balconies. Cooking or fires of any type shall not be permitted on balconies. The Owners shall be responsible for the maintenance and repair of the balconies, save for structural repair which shall be the responsibility of the Corporation. The reference to "balconies" shall include terraces or patios where applicable.

ARTICLE IV
COMMON ELEMENTS

4.1 **Use of Common Elements**

(a) Subject to the provisions of the Act, the Declaration, the By-Laws and the Rules, each Owner shall have the full use, occupancy and enjoyment of the whole or any part of the Common Elements, except as herein otherwise provided. The use of the Common Elements shall at all times be in accordance with the Act, the Declaration, the By-Laws and the Rules; and in accordance with the normal and intended use of the Common Elements and all of the components thereof.

(b) Provided that until the sale and the completion of construction the Declarant, its agents and contractors may;

(i) maintain promotional signage and displays on the Common Elements;

(ii) maintain construction trailers or offices on the Common Elements;

(iii) maintain construction materials on the Common Elements; and

(iv) have access to the Common Elements and Units to complete construction;

4.2 **Visitors and Handicap Parking**

(a) Those parts of the Common Elements designated as visitors parking by the Declarant shall be for use only by visitors to the Condominium. These parking spaces may not be leased or sold to any Owner or otherwise assigned. The parking spaces shall be maintained by the Corporation, and shall be used by visitors for the parking of their motor vehicles and shall not be used by Owners or for any other purpose whatsoever. The designated parking space shall be identified as visitors parking by means of clearly visible signs. Notwithstanding this restriction, the Declarant so long as it has unsold Units in the Condominium or on the adjoining lands currently owned by the Declarant forming the other phases of the development, may use the visitors parking for its sales and construction staff and visitors to the on site sales office and models.

(b) Those parts of the Common Elements designated as handicap parking by the Declarant shall be for use only by Owners or visitors to the Condominium requiring handicap parking. These parking spaces may be leased or otherwise assigned but not sold to any Owner. The parking spaces shall be maintained by the Corporation, and shall be used by Owners or visitors for the parking of their motor vehicles and shall not be used for any other purpose whatsoever. The designated parking space shall be identified as handicap parking by means of clearly visible signs.

4.3 **Exclusive Use of Parts of Common Elements**

Subject to compliance with the Act, the Declaration, By-Laws and the Rules passed pursuant to the Act, the Owner of each Unit shall have the exclusive use of those parts of the Common Elements designated in Schedule "F" attached hereto as exclusive to that Unit. On giving reasonable notice, the

Corporation or a person authorized by the Corporation may enter the Common Elements of which an owner has exclusive use at any reasonable time to perform the objects and duties of the Corporation or to exercise the powers of the Corporation

4.4 **Restrictive Access**

Without the consent in writing of the Board, no Owner shall have any right of access to those parts of the Common Elements used from time to time as a utility areas, building maintenance storage areas, the manager's office or to any other parts of the Common Elements used for the care, maintenance or operation of the Property. This section shall not apply to any first mortgagee holding mortgages on at least ten (10%) percent of the Units, which mortgagee shall have the right of access for purposes of inspection upon 48 hours notice to the Corporation.

4.5 **Additions, Alterations and Improvements**

No alteration, work, repairs, decoration, painting, maintenance, fixture, thing, structure, fence, screen, plant or erection of any kind whatsoever shall be performed, done, placed, attached or planted within or onto the Common Elements except by the Corporation or with its prior written consent or as permitted by the By-Laws or Rules. Any addition, alterations or improvements to the Common Elements by an Owner shall require the Owner to enter into an agreement pursuant to Section 98 of the Act.

ARTICLE V
MAINTENANCE AND REPAIRS

5.1 **Units**

Each Owner shall maintain its Unit and Exclusive Use Common Elements and those services which service its Unit alone, and, subject to the provisions of the Declaration and Section 123 of the Act, each Owner shall repair its Unit or and those services which services its Unit alone, after damage, all at the Owner's own expense, save and except that, in the event that damage arises from a peril for which the Corporation is required to carry insurance, then the Corporation shall repair the Unit and the said parts of the Common Elements.

5.2 **Repairs to Common Elements**

The Corporation shall maintain and repair the Common Elements subject to the following, which shall be the individual responsibility of the Owner of each Unit in accordance with Section 91 of the Act, subject to Section 123 of the Act:

(a) all portions of the plumbing and related systems and components thereof, including fixtures attached thereto, which service the Unit only, whether or not located within the boundary of the Unit;

(b) all electrical and related systems and components thereof, including the service panel, switches, wall sockets, circuit breakers and fixtures attached thereto, which service the Unit only, located within the Unit or on or within walls adjoining the Unit, whether or not located with the boundaries of the Unit;

(c) all heating and cooling systems and components thereof serving the Unit only, whether or not located within the boundaries of the Unit;

(d) all windows and doors opening into the Unit, including screens, storm doors, sliding doors, frames, sash, interior trim, hardware, door chime assemblies, hinges and closures, tracks and weather stripping, whether or not located within the boundaries of the Unit;

(e) all lighting fixtures within the Common Elements and attached to the exterior walls adjoining the Unit which serve the Unit only;

(f) all interior surfaces including drywall, plaster, subfloors, and floor coverings whether or not located within the boundaries of the Unit, and

(g) any addition, alterations or improvements which are the Owner's obligation pursuant to an agreement pursuant to Section 98 of the Act;

5.3 **Repairs to Exclusive Use Common Elements**

The Corporation shall have the obligation to repair and replace as required the Exclusive Use Common Elements save for the following;

(a) any addition, alterations or improvements which are the Owner's obligation pursuant to an agreement pursuant to Section 98 of the Act; and

(b) damage for which the Owner is responsible pursuant to paragraph 6.1 of this Declaration.

5.4 **Repairs to Parking Units**

The Corporation shall maintain and repair the Parking Units including maintaining signage, lighting, resurfacing, and line painting. The Owners of Parking Units shall maintain their Parking Units free of debris and shall be responsible for any damage caused by spills of fuel, oil, other fluids or otherwise, save for normal wear and tear to the surface.

5.5 **Notice**

Purchasers of Units from the Declarant are hereby advised that the building(s) located at Mississauga, to be registered pursuant to the Condominium Act of Ontario (the Condominium) not newly constructed and that the approval of the registration of the Condominium by the Corporation of the City of Mississauga does not constitute certificate of the condition of such buildings and related common elements. Purchasers are hereby warned that there may be unforeseen maintenance issues and that Purchasers of units within the Condominium shall be responsible for the cost of any repairs in connection with all unforeseen maintenance issues

ARTICLE VI
OWNERS OBLIGATIONS

6.1 **Damage to Units or Common Elements**

Each Owner shall indemnify and save harmless and be liable to the Corporation and to every other Unit Owner, for all damages including damage to any part of any Unit or the Common Elements, or both, which occurs as a result of the Owner's failure to maintain and repair the Owner's Unit as required by the Act or this Declaration; as a result of any breach of the Act, the Declaration, the By-Laws or the Rules by the Owner or any occupant of the Owner's Unit, or any invitee or licensee of such Owner or occupant; or as a result of any other act or omission of the Owner, such occupant, invitee or licensee; except, in each case, where such failure, breach, act or omission is a failure, breach, act or omission against which the Corporation is required by the Act or this Declaration to insure against for the benefit of the Corporation and all Owners.

In the event that any insurance proceeds payable to the Corporation, or to any Owner, are reduced by the amount of a deductible, and the loss giving rise to such payments was occasioned by the failure, breach, act or omission of an Owner, as set out above, then such Owner shall be liable to the Corporation for the amount of such deductible.

If an Owner, a lessee of an Owner or a person residing in the owner's Unit with the permission or knowledge of the owner through an act or omission causes damage to the owner's Unit, the amount that is the lesser of the cost of repairing the damage and the deductible limit of the insurance policy obtained by the Corporation shall be added to the common expenses payable for the Owner's Unit.

6.2 **Monies Owing**

Monies owing pursuant to this Declaration by the Owner to the Corporation shall bear interest at the prime lending rate of the Corporation's Bank as it may set from time to time plus five percent (5%) compounded monthly until paid, calculated semi-annually, not in advance, or at such other rate or interest as the Board may from time to time establish.

6.3 **Collection**

All costs, charges and expenses including solicitors' costs, on the basis of costs between a solicitor and the solicitor's own client, incurred by the Corporation in enforcing its rights against an owner, arising from the Act, the Declaration, the By-Laws, the Rules or otherwise, including the costs of bringing an application under Section 134 of the Act, shall be payable by the Owner to the Corporation. All monies, interests and costs payable by an Owner to the Corporation may be collected as additional Common Expense payments and shall be recoverable as such.

ARTICLE VII
INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

7.1 **Insurance Trust Agreement**

The Corporation may by by-law authorize the Corporation to enter into an agreement with an Insurance Trustee authorized to act as trustee, which agreement shall, without limiting its other terms, provide for the following:

(a) the receipt by the Insurance Trustee of any proceeds of insurance payable to the Corporation in excess of 15% of the replacement cost of the property insured;

(b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Declaration;

(c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and

(d) the notification by the Insurance Trustee to the mortgagees of any insurance moneys received by it.

The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a Common Expense. If the Corporation is obligated to repair any Unit insured in accordance with the provisions of the Act, it or the Insurance Trustee shall hold all proceeds and shall disburse the same in accordance with the provisions of the Act in order to satisfy the obligation of the Corporation to make such repairs.

If there is no obligation on the Corporation to repair any Unit in accordance with the provisions of the Act, and if there is termination in accordance with the provisions of the Act, or otherwise, the Corporation or Insurance Trustee shall hold all proceeds for the Owners in the proportion of their respective interests in the Common Elements and shall pay such proceeds to the Owners in such proportions upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Notice of Lien registered by the Corporation against such Unit, in accordance with the priorities thereof.

ARTICLE VIII
INSURANCE

8.1 **By the Corporation**

The Corporation shall obtain and maintain insurance on its own behalf and on behalf of the owners as required or permitted by the Act in such amounts and upon such terms as the Board of Directors may determine from time to time. Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear, with mortgagee endorsements; shall be subject to the provisions of the Declaration and the Insurance Trust Agreement.

8.2 **General Provisions**

Prior to obtaining any policy of insurance covering the replacement cost of the Common Elements and the Units, or any renewal or renewals thereof, or at such other time as the Board may deem advisable, the Board may obtain from an independent qualified appraiser such appraisals or opinions as it deems necessary in order to determine the full replacement cost of such property for the purpose of determining the amount of insurance to be effected and any costs incurred in obtaining such opinions and appraisals shall be a Common Expense.

The Board shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. The Board may, however, authorize an Owner in writing to adjust any loss to the Owner's Unit.

A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy, certificate or memorandum to each mortgagee. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and mortgagee not later than ten (10) days before the expiry of any current insurance policy. The policy for any insurance coverage shall be kept by the Corporation in its offices and be available for inspection by an Owner or mortgagee on reasonable notice to the Corporation. A

9.2 **Declarant's Rights**

Notwithstanding anything provided in this Declaration to the contrary, and notwithstanding any Rules or By-laws of the Corporation hereinafter passed or enacted to the contrary, it is expressly stipulated and declared that until such time as all of the Units in the Building have been transferred by the Declarant, its successors or assigns:

(a) the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the common elements, for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any unsold units, including use of the visitors parking spaces, from time to time, and for repairing any deficiencies for which it is liable;

(b) the Declarant and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale purposes (including lit signs and displays), 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 Units owned by it, at such locations and having such dimensions as the Declarant may determine in its sole and unfettered 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;

(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;

9.3 **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 effect in any manner the validity or enforceability of the remainder of this Declaration.

9.4 **Interpretation**

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

9.5 **Waiver**

No restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

9.6 **Headings**

The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience only.

9.7 **Effective Date**

This Declaration shall take effect upon registration.

IN WITNESS WHEREOF the Declarant has executed this Declaration seal under the hand of its proper officer, duly authorized in that behalf, 16th day of August, 2006.

MISSISSAUGA-2900 BATTLEFORD INC.

Per: _____
Ido Rosen
President
I have the authority to bind the Corporation.

certificate or memorandum of all insurance policies and endorsements thereto and renewal certificates thereof shall be furnished only to each Owner and mortgagee who has notified the Corporation of becoming an owner or mortgagee.

No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that any loss shall be payable in any manner other than as provided in the Declaration and the Act.

8.3 **By the Owner**

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance, should be obtained and maintained by such Owner for such Owner's own benefit:

(a) Insurance on any additions, improvements or betterments to the Owner's Unit and on furnishings, fixtures, equipment, decorating materials and personal property and chattels of the Owner contained within the Owner's Unit, and on the Owner's personal property and chattels stored elsewhere on the property, including the Owner's automobile or automobiles, and for loss of use and occupancy of the Unit in the event of damage. Every such policy of insurance shall contain a waivers of subrogation against the Corporation, its Directors, property managers, agents, and employees and as against the Owners, and, if residents, of an Owner's household, the Owner's spouse, the relatives of either and any other person under the age of twenty-one (21) in the care of an Owner of the Owner's spouse, except for arson, fraud, vehicle impact, vandalism or malicious mischief;

(b) Public liability insurance covering any liability of any Owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation;

(c) Additional living expenses incurred by an Owner as a result of one of the hazards protected against under the Owner's personal policy;

(d) Insurance on the deductible on the Corporation's insurance for which the Owner may be responsible; and

(e) Insurance for special assessments levied by the Condominium Corporation.

ARTICLE IX
MISCELLANEOUS

9.1 **Performance Audit**

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 Regulation 48/01 (hereinafter referred to as the "Performance Audit") at any time between the 6th month and the 10th month following the registration of this Declaration, then the Corporation shall have a duty to:

(a) 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;

(b) 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);

(c) bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with, and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the 11th month following the registration of this Declaration and the corresponding completion of the Performance Audit for the purposes of facilitating and expediting the rectification and audit process.

SCHEDULE "A"

LEGAL DESCRIPTION

In the City of Mississauga, in the Regional Municipality of Peel and in the Province of Ontario, being Part of Lot 76 as shown on a Plan registered in the Land Registry Office for the Land Titles Division of Peel (No. 43) as Registered Plan M-146, designated as Parts 1, 2 and 6 on a Plan of Survey deposited in the Land Registry Office for the Land Titles Division of Peel (No. 43) as Plan 43R-6369 and being all of PIN 13225-0138 (LT).

SUBJECT TO A RIGHT in the nature of a licence or easement, in favour of the owners and occupants of that certain parcel or tract of land designated as Peel Condominium Plan 234, and all others entitled thereto, to free and uninterrupted access for persons and vehicles over Part 2 on said Plan 43R-6369 as in LT194799.

SUBJECT TO A RIGHT in the nature of a licence or easement, in favour of the owners and occupants of that certain parcel or tract of land designated as Peel Condominium Plan 234, and all others entitled thereto, to enter upon Part 2 on said Plan 43R-6369 for the purpose of laying down, constructing, repairing and maintaining storm sewer services under and upon the said Part 2 as in LT194799.

SUBJECT TO A RIGHT in the nature of a licence or easement, in favour of the owners and occupants of that certain parcel or tract of land designated as Peel Condominium Plan 234 and all others entitled thereto, to enter upon, construct and maintain that portion of the common driveway contained within the limits of Part 2 on Plan 43R-6369 as in LT194799.

SUBJECT to an easement in gross over Parts 1, 2 and 6 on Plan 43R-6369 in favour of Rogers Cable Inc as in PR22697.

SUBJECT to an easement in gross over Parts 1, 2 and 6 on Plan 43R-6369 in favour of Rogers Cable Communications Inc as in PR876445.

TOGETHER WITH RIGHT in the nature of a licence or easement, in favour of the owners, occupants of that certain parcel or tract of land designated as Parts 1, 2 and 6 on Plan of Survey of Record filed in the Land Registry Office for the Land Titles Division of Peel as No. 43R-6369 and all others entitled thereto, to free and uninterrupted access for persons and vehicles over Part 3 on said Plan 43R-6369 as in LT194799.

TOGETHER WITH A RIGHT in the nature of a licence or easement, in favour of the owners and occupants of that certain parcel or tract of land designated as Parts 1, 2 and 6 on Plan of Survey of Record filed in the said Land Registry Office for the Land Titles Division of Peel as No. 43R-6369 and all others entitled thereto, to enter upon Parts 3 and 5 on said Plan 43R-6369 for the purpose of laying down, constructing and maintaining storm sewer services under and upon the said Parts 3 and 5 as in LT194799.

TOGETHER WITH A RIGHT in the nature of a licence or easement, in favour of the owners and occupants of that certain parcel or tract of land designated as Parts 1, 2 and 6 on Plan of Survey of Record filed in the said Registry Office for the Land Titles Division of Peel as No. 43R-6369 and all others entitled thereto, to enter upon, construct and maintain that portion of the common driveway contained within the limits of Parts 3 and 5 on said Plan 43R-6369 as in LT194799.

In my opinion, based on the parcel register and the plans and documents recorded therein, the legal description is correct, the described easements will exist in law upon the registration of the declaration and the description and the Declarant is the registered owner of the property and appurtenant interests.

ZIMMERMAN ASSOCIATES
Barristers & Solicitors
for the Declarant

Date: August 16, 2006

Lawrence Zimmerman

CONSENT UNDER CLAUSE 7(2)(b) OF THE ACT

1. **FIRST NATIONAL FINANCIAL GP CORPORATION** has a registered mortgage or interest appurtenant to the land within the meaning of clause 7(2)(b) the Condominium Act, 1998, registered as number LT 1990745 in the Land Registry Office for the Land Titles Division of Peel (#43)

2. **FIRST NATIONAL FINANCIAL GP CORPORATION** hereby consents to the registration of this Declaration pursuant to the Condominium Act, 1998, against the land or interests appurtenant to the land as the land and the interests are described in the Description.

3. **FIRST NATIONAL FINANCIAL GP CORPORATION** postpones its mortgage and the interests under it to the Declaration and the easements described in Schedule AA≅ to the Declaration.

4. **FIRST NATIONAL FINANCIAL GP CORPORATION** is entitled by law to grant this consent and postponement.

DATED at Toronto this day of August, 2006

FIRST NATIONAL FINANCIAL GP CORPORATION

Per: _____
Name: Jeremy H. Wedgbury
Title: Managing Director, Mortgage Origination

I have authority to bind the Corporation

CONSENT UNDER CLAUSE 7(2)(b) OF THE ACT

1. **SPC (EL-AD IBO 2004) INC.** has a registered mortgage within the meaning of clause 7(2)(b) the Condominium Act, 1998, registered as number PR889372 in the Land Registry Office for the Land Titles Division of Peel (#43)

2. **SPC (EL-AD IBO 2004) INC.** hereby consents to the registration of this Declaration pursuant to the Condominium Act, 1998, against the land or interests appurtenant to the land as the land and the interests are described in the Description.

3. **SPC (EL-AD IBO 2004) INC.** postpones its mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.

4. **SPC (EL-AD IBO 2004) INC.** is entitled by law to grant this consent and postponement.

DATED at Calgary this 4th day August, 2006.

SPC (EL-AD IBO 2004) INC.

Per: _____
Name: Stephen L. Livergant
Title: President

I have authority to bind the Corporation

Each Condominium Unit and Parking Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 and 2 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 and 2 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 CONDOMINIUM UNITS**
(being Units 1 to 10 both inclusive on Level 1, Units 1 to 16 both inclusive on Levels 2 to 11 both inclusive, Units 1 to 12 both inclusive on Levels 12 and 13, and Units 1 to 8 both inclusive on Levels 14 and 15).

a) Each Condominium Unit is bounded vertically by:

i) the upper surface and plane of the concrete floor slab and production thereof.

ii) the lower surface and plane of the concrete ceiling slab and production thereof.

b) Each Condominium Unit is bounded horizontally by:

i) the backside surface and plane of the drywall sheathing and production thereof on walls separating one unit from another or from the common element.

ii) the unfinished unit side surface of all exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position, and the unit side surface of all glass panels contained therein.

iii) The backside face of the drywall sheathing enclosing suspended bulkheads, ducts, pipe spaces and masonry structural columns and walls.

2. **BOUNDARIES OF THE PARKING UNITS**
(being Units 11 to 29 both inclusive on Level 1, Units 1 to 134 both inclusive on Level A and 1 to 142 both inclusive on Level B).

a) Each Parking Unit is bounded vertically by one or a combination of the following:

i) the upper surface and plane of the concrete garage floor slab or the asphalt parking lot and/or the production thereof.

ii) the plane located 1.9 metres above and parallel to the concrete garage floor slab or the asphalt parking lot and/or the production thereof.

iii) the plane located 1.75 metres above and parallel to the concrete garage floor slab and/or production thereof

b) Each Parking Unit is bounded horizontally by one or a combination of the following:

i) the unit side surface and plane of the concrete columns and/or walls and production thereof.

ii) a vertical plane established by measurement.

iii) a vertical plane joining centre line of columns.

iv) a vertical plane established by monumentation.

v) the interior face of concrete curb

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 and 2 of the Description.

Dated this 9th day of August , 2006.

David B. Searles, Ontario Land Surveyor

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

Meadowvale
2900 Battleford Road, Mississauga
SCHEDULE "D"

APARTMENT UNIT NUMBER	LEVEL	PROPORTION OF COMMON INTEREST AND PROPORTION OF COMMON EXPENSES EXPRESSED IN PERCENTAGES
1	1	0.4215%
2	1	0.4215%
3	1	0.4517%
4	1	0.3213%
5	1	0.5256%
6	1	0.3213%
7	1	0.4517%
8	1	0.3665%
9	1	0.5256%
10	1	0.3665%
1	2	0.4215%
2	2	0.4485%
3	2	0.4215%
4	2	0.4539%
5	2	0.4215%
6	2	0.4485%
7	2	0.4215%
8	2	0.4835%
9	2	0.4517%
10	2	0.3213%
11	2	0.5256%
12	2	0.3213%
13	2	0.4517%
14	2	0.3665%
15	2	0.5256%
16	2	0.3665%
1	3	0.4215%
2	3	0.4485%
3	3	0.4215%
4	3	0.4539%
5	3	0.4215%
6	3	0.4485%
7	3	0.4215%
8	3	0.4835%
9	3	0.4517%
10	3	0.3213%
11	3	0.5256%
12	3	0.3213%
13	3	0.4517%
14	3	0.3665%
15	3	0.5256%
16	3	0.3665%
1	4	0.4215%
2	4	0.4485%
3	4	0.4215%
4	4	0.4539%
5	4	0.4215%
6	4	0.4485%
7	4	0.4215%
8	4	0.4835%
9	4	0.4517%
10	4	0.3213%
11	4	0.5256%
12	4	0.3213%
13	4	0.4517%
14	4	0.3665%
15	4	0.5256%
16	4	0.3665%
1	5	0.4215%
2	5	0.4485%

APARTMENT UNIT NUMBER	LEVEL	PROPORTION OF COMMON INTEREST AND PROPORTION OF COMMON EXPENSES EXPRESSED IN PERCENTAGES
3	5	0.4215%
4	5	0.4539%
5	5	0.4215%
6	5	0.4485%
7	5	0.4215%
8	5	0.4835%
9	5	0.4517%
10	5	0.3213%
11	5	0.5256%
12	5	0.3213%
13	5	0.4517%
14	5	0.3665%
15	5	0.5256%
16	5	0.3665%
1	6	0.4215%
2	6	0.4485%
3	6	0.4215%
4	6	0.4539%
5	6	0.4215%
6	6	0.4485%
7	6	0.4215%
8	6	0.4835%
9	6	0.4517%
10	6	0.3213%
11	6	0.5256%
12	6	0.3213%
13	6	0.4517%
14	6	0.3665%
15	6	0.5256%
16	6	0.3665%
1	7	0.4215%
2	7	0.4485%
3	7	0.4215%
4	7	0.4539%
5	7	0.4215%
6	7	0.4485%
7	7	0.4215%
8	7	0.4835%
9	7	0.4517%
10	7	0.3213%
11	7	0.5256%
12	7	0.3213%
13	7	0.4517%
14	7	0.3665%
15	7	0.5256%
16	7	0.3665%
1	8	0.4215%
2	8	0.4485%
3	8	0.4215%
4	8	0.4539%
5	8	0.4215%
6	8	0.4485%
7	8	0.4215%
8	8	0.4835%
9	8	0.4517%
10	8	0.3213%
11	8	0.5256%
12	8	0.3213%
13	8	0.4517%
14	8	0.3665%
15	8	0.5256%
16	8	0.3665%
1	9	0.4215%
2	9	0.4485%
3	9	0.4215%
4	9	0.4539%

APARTMENT UNIT NUMBER	LEVEL	PROPORTION OF COMMON INTEREST AND PROPORTION OF COMMON EXPENSES EXPRESSED IN PERCENTAGES
5	9	0.4215%
6	9	0.4485%
7	9	0.4215%
8	9	0.4835%
9	9	0.4517%
10	9	0.3213%
11	9	0.5256%
12	9	0.3213%
13	9	0.4517%
14	9	0.3665%
15	9	0.5256%
16	9	0.3665%
1	10	0.4215%
2	10	0.4485%
3	10	0.4215%
4	10	0.4539%
5	10	0.4215%
6	10	0.4485%
7	10	0.4215%
8	10	0.4835%
9	10	0.4517%
10	10	0.3213%
11	10	0.5256%
12	10	0.3213%
13	10	0.4517%
14	10	0.3665%
15	10	0.5256%
16	10	0.3665%
1	11	0.4215%
2	11	0.4485%
3	11	0.4215%
4	11	0.4539%
5	11	0.4215%
6	11	0.4485%
7	11	0.4215%
8	11	0.4835%
9	11	0.4517%
10	11	0.3213%
11	11	0.5256%
12	11	0.3213%
13	11	0.4517%
14	11	0.3665%
15	11	0.5256%
16	11	0.3665%
1	12	0.4215%
2	12	0.4485%
3	12	0.4215%
4	12	0.4539%
5	12	0.4215%
6	12	0.4485%
7	12	0.4215%
8	12	0.4835%
9	12	0.4517%
10	12	0.3213%
11	12	0.5256%
12	12	0.3213%
1	13	0.4215%
2	13	0.4485%
3	13	0.4215%
4	13	0.4539%
5	13	0.4215%
6	13	0.4485%
7	13	0.4215%
8	13	0.4835%
9	13	0.4517%
10	13	0.3213%

APARTMENT UNIT NUMBER	LEVEL	PROPORTION OF COMMON INTEREST AND PROPORTION OF COMMON EXPENSES EXPRESSED IN PERCENTAGES
11	13	0.5258%
12	13	0.3213%
1	14	0.4215%
2	14	0.4485%
3	14	0.4215%
4	14	0.4539%
5	14	0.4215%
6	14	0.4485%
7	14	0.4215%
8	14	0.4835%
1	15	0.4215%
2	15	0.4485%
3	15	0.4215%
4	15	0.4539%
5	15	0.4215%
6	15	0.4485%
7	15	0.4215%
8	15	0.4835%

PARKING UNIT NUMBER	LEVEL	PROPORTION OF COMMON INTEREST AND PROPORTION OF COMMON EXPENSES EXPRESSED IN PERCENTAGES
Parking Spots		
11	1	0.0339%
12	1	0.0339%
13	1	0.0339%
14	1	0.0339%
15	1	0.0339%
16	1	0.0339%
17	1	0.0339%
18	1	0.0339%
19	1	0.0339%
20	1	0.0339%
21	1	0.0339%
22	1	0.0339%
23	1	0.0339%
24	1	0.0339%
25	1	0.0339%
26	1	0.0339%
27	1	0.0339%
28	1	0.0339%
29	1	0.0339%
1	A	0.0339%
2	A	0.0339%
3	A	0.0339%
4	A	0.0339%
5	A	0.0339%
6	A	0.0339%
7	A	0.0339%
8	A	0.0339%
9	A	0.0339%
10	A	0.0339%
11	A	0.0339%
12	A	0.0339%
13	A	0.0339%
14	A	0.0339%
15	A	0.0339%
16	A	0.0339%
17	A	0.0339%
18	A	0.0339%
19	A	0.0339%
20	A	0.0339%
21	A	0.0339%
22	A	0.0339%
23	A	0.0339%
24	A	0.0339%

PARKING UNIT NUMBER	LEVEL	PROPORTION OF COMMON INTEREST AND PROPORTION OF COMMON EXPENSES EXPRESSED IN PERCENTAGES
25	A	0.0339%
26	A	0.0339%
27	A	0.0339%
28	A	0.0339%
29	A	0.0339%
30	A	0.0339%
31	A	0.0339%
32	A	0.0339%
33	A	0.0339%
34	A	0.0339%
35	A	0.0339%
36	A	0.0339%
37	A	0.0339%
38	A	0.0339%
39	A	0.0339%
40	A	0.0339%
41	A	0.0339%
42	A	0.0339%
43	A	0.0339%
44	A	0.0339%
45	A	0.0339%
46	A	0.0339%
47	A	0.0339%
48	A	0.0339%
49	A	0.0339%
50	A	0.0339%
51	A	0.0339%
52	A	0.0339%
53	A	0.0339%
54	A	0.0339%
55	A	0.0339%
56	A	0.0339%
57	A	0.0339%
58	A	0.0339%
59	A	0.0339%
60	A	0.0339%
61	A	0.0339%
62	A	0.0339%
63	A	0.0339%
64	A	0.0339%
65	A	0.0339%
66	A	0.0339%
67	A	0.0339%
68	A	0.0339%
69	A	0.0339%
70	A	0.0339%
71	A	0.0339%
72	A	0.0339%
73	A	0.0339%
74	A	0.0339%
75	A	0.0339%
76	A	0.0339%
77	A	0.0339%
78	A	0.0339%
79	A	0.0339%
80	A	0.0339%
81	A	0.0339%
82	A	0.0339%
83	A	0.0339%
84	A	0.0339%
85	A	0.0339%
86	A	0.0339%
87	A	0.0339%
88	A	0.0339%
89	A	0.0339%
90	A	0.0339%

PARKING UNIT NUMBER	LEVEL	PROPORTION OF COMMON INTEREST AND PROPORTION OF COMMON EXPENSES EXPRESSED IN PERCENTAGES
91	A	0.0339%
92	A	0.0339%
93	A	0.0339%
94	A	0.0339%
95	A	0.0339%
96	A	0.0339%
97	A	0.0339%
98	A	0.0339%
99	A	0.0339%
100	A	0.0339%
101	A	0.0339%
102	A	0.0339%
103	A	0.0339%
104	A	0.0339%
105	A	0.0339%
106	A	0.0339%
107	A	0.0339%
108	A	0.0339%
109	A	0.0339%
110	A	0.0339%
111	A	0.0339%
112	A	0.0339%
113	A	0.0339%
114	A	0.0339%
115	A	0.0339%
116	A	0.0339%
117	A	0.0339%
118	A	0.0339%
119	A	0.0339%
120	A	0.0339%
121	A	0.0339%
122	A	0.0339%
123	A	0.0339%
124	A	0.0339%
125	A	0.0339%
126	A	0.0339%
127	A	0.0339%
128	A	0.0339%
129	A	0.0339%
130	A	0.0339%
131	A	0.0339%
132	A	0.0339%
133	A	0.0339%
134	A	0.0339%
1	B	0.0339%
2	B	0.0339%
3	B	0.0339%
4	B	0.0339%
5	B	0.0339%
6	B	0.0339%
7	B	0.0339%
8	B	0.0339%
9	B	0.0339%
10	B	0.0339%
11	B	0.0339%
12	B	0.0339%
13	B	0.0339%
14	B	0.0339%
15	B	0.0339%
16	B	0.0339%
17	B	0.0339%
18	B	0.0339%
19	B	0.0339%
20	B	0.0339%
21	B	0.0339%
22	B	0.0339%

PARKING UNIT NUMBER	LEVEL	PROPORTION OF COMMON INTEREST AND PROPORTION OF COMMON EXPENSES EXPRESSED IN PERCENTAGES
23	B	0.0339%
24	B	0.0339%
25	B	0.0339%
26	B	0.0339%
27	B	0.0339%
28	B	0.0339%
29	B	0.0339%
30	B	0.0339%
31	B	0.0339%
32	B	0.0339%
33	B	0.0339%
34	B	0.0339%
35	B	0.0339%
36	B	0.0339%
37	B	0.0339%
38	B	0.0339%
39	B	0.0339%
40	B	0.0339%
41	B	0.0339%
42	B	0.0339%
43	B	0.0339%
44	B	0.0339%
45	B	0.0339%
46	B	0.0339%
47	B	0.0339%
48	B	0.0339%
49	B	0.0339%
50	B	0.0339%
51	B	0.0339%
52	B	0.0339%
53	B	0.0339%
54	B	0.0339%
55	B	0.0339%
56	B	0.0339%
57	B	0.0339%
58	B	0.0339%
59	B	0.0339%
60	B	0.0339%
61	B	0.0339%
62	B	0.0339%
63	B	0.0339%
64	B	0.0339%
65	B	0.0339%
66	B	0.0339%
67	B	0.0339%
68	B	0.0339%
69	B	0.0339%
70	B	0.0339%
71	B	0.0339%
72	B	0.0339%
73	B	0.0339%
74	B	0.0339%
75	B	0.0339%
76	B	0.0339%
77	B	0.0339%
78	B	0.0339%
79	B	0.0339%
80	B	0.0339%
81	B	0.0339%
82	B	0.0339%
83	B	0.0339%
84	B	0.0339%
85	B	0.0339%
86	B	0.0339%
87	B	0.0339%
88	B	0.0339%

PARKING UNIT NUMBER	LEVEL	PROPORTION OF COMMON INTEREST AND PROPORTION OF COMMON EXPENSES EXPRESSED IN PERCENTAGES
89	B	0.0339%
90	B	0.0339%
91	B	0.0339%
92	B	0.0339%
93	B	0.0339%
94	B	0.0339%
95	B	0.0339%
96	B	0.0339%
97	B	0.0339%
98	B	0.0339%
99	B	0.0339%
100	B	0.0339%
101	B	0.0339%
102	B	0.0339%
103	B	0.0339%
104	B	0.0339%
105	B	0.0339%
106	B	0.0339%
107	B	0.0339%
108	B	0.0339%
109	B	0.0339%
110	B	0.0339%
111	B	0.0339%
112	B	0.0339%
113	B	0.0339%
114	B	0.0339%
115	B	0.0339%
116	B	0.0339%
117	B	0.0339%
118	B	0.0339%
119	B	0.0339%
120	B	0.0339%
121	B	0.0339%
122	B	0.0339%
123	B	0.0339%
124	B	0.0339%
125	B	0.0339%
126	B	0.0339%
127	B	0.0339%
128	B	0.0339%
129	B	0.0339%
130	B	0.0339%
131	B	0.0339%
132	B	0.0338%
133	B	0.0338%
134	B	0.0338%
135	B	0.0338%
136	B	0.0338%
137	B	0.0338%
138	B	0.0338%
139	B	0.0338%
140	B	0.0338%
141	B	0.0338%
142	B	0.0338%
		100.0000%

SCHEDULE "E"

COMMON EXPENSES

Common Expenses, without limiting the definition ascribed thereto, shall include the following:

(a). All expenses of the Corporation incurred by it or by the Board in the performance of the objects and duties of the Corporation whether such objects or duties are imposed under the provisions of the Act or of this Declaration or performed pursuant to any by-law of the Corporation or by law or by agreement.

(b). All sums of money levied against, charged to or paid by the Corporation on account of insurance coverage, taxes, utilities, repair and maintenance and services including, without limiting the generality of the foregoing, levies or charges for:

(i) maintenance materials, tools and supplies;

(ii) snow removal, grass cutting and landscaping for which the Corporation is responsible for herein;

(iii) repair and maintenance of the Common Elements and the part of the Units and Exclusive Use Common Elements for which the Corporation is responsible;

(iv) insurance premiums and deductibles subject to Section 105(2) and (3) of the Act;

(v) water and sewage, electricity and gas unless separately metered for each Unit;

(vi) repair and maintenance of common roads and common area sidewalks;

(vii) garbage collection and waste disposal;

(viii) environmental surcharges; and

(ix) security and parking control.

(c). The payment of realty taxes (including local improvement charges) levied against the property held by the Corporation and which are the responsibility of the Corporation.

(d). Remuneration payable by the Corporation to any employees or independent contractors deemed necessary for the proper operation and maintenance of the property.

(e). The cost of furnishings, machinery and equipment for use in and about the Common Elements, including any repairs, maintenance or replacement of the Common Elements and assets of the Corporation.

(f). The cost of engineering, appraisal, legal, bank charges, accounting, auditing and secretarial or other professional or administrative services required by the Corporation in the performance of its objects, duties and powers.

(g). The fees and disbursements of the Insurance Trustee and Manager.

(h). The cost of maintaining fidelity bonds as provided for by the By-laws.

(i). The cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation.

(j). Contributions to the reserve fund.

(k) Cost of performance audits and reserve fund studies.

SCHEDULE "F"

EXCLUSIVE USE PORTION OF THE COMMON ELEMENTS

Subject to the provisions of this 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 owners of each of the Residential Condominium Units 1 to 10 inclusive on Level 1 shall have the exclusive use of a patio to which said Units provide direct and sole access.

b. The owners of each of the Residential Condominium Units 1 to 16 inclusive on levels 2 to 11 inclusive, Units 1 to 12 inclusive on levels 12 and 13 and Units 1 to 8 inclusive on levels 14 and 15 shall have the exclusive use of a balcony to which said Units provide direct and sole access.

Unit No.	Level	Patio or Balcony No.	Level
1	1	P1	1
2	1	P2	1
3	1	P3	1
4	1	P4	1
5	1	P5	1
6	1	P6	1
7	1	P7	1
8	1	P8	1
9	1	P9	1
10	1	P10	1
1	2 to 11 (both inclusive)	B1	2 to 11 (both inclusive)
2	2 to 11 (both inclusive)	B2	2 to 11 (both inclusive)
3	2 to 11 (both inclusive)	B3	2 to 11 (both inclusive)
4	2 to 11 (both inclusive)	B4	2 to 11 (both inclusive)
5	2 to 11 (both inclusive)	B5	2 to 11 (both inclusive)
6	2 to 11 (both inclusive)	B6	2 to 11 (both inclusive)
7	2 to 11 (both inclusive)	B7	2 to 11 (both inclusive)
8	2 to 11 (both inclusive)	B8	2 to 11 (both inclusive)
9	2 to 11 (both inclusive)	B9	2 to 11 (both inclusive)
10	2 to 11 (both inclusive)	B10	2 to 11 (both inclusive)
11	2 to 11 (both inclusive)	B11	2 to 11 (both inclusive)
12	2 to 11 (both inclusive)	B12	2 to 11 (both inclusive)
13	2 to 11 (both inclusive)	B13	2 to 11 (both inclusive)
14	2 to 11 (both inclusive)	B14	2 to 11 (both inclusive)
15	2 to 11 (both inclusive)	B15	2 to 11 (both inclusive)
16	2 to 11 (both inclusive)	B16	2 to 11 (both inclusive)
1	12 and 13	B1	12 and 13
2	12 and 13	B2	12 and 13
3	12 and 13	B3	12 and 13
4	12 and 13	B4	12 and 13
5	12 and 13	B5	12 and 13
6	12 and 13	B6	12 and 13
7	12 and 13	B7	12 and 13
8	12 and 13	B8	12 and 13
9	12 and 13	B9	12 and 13
10	12 and 13	B10	12 and 13
11	12 and 13	B11	12 and 13
12	12 and 13	B12	12 and 13
1	14 and 15	B1	14 and 15
2	14 and 15	B2	14 and 15
3	14 and 15	B3	14 and 15
4	14 and 15	B4	14 and 15
5	14 and 15	B5	14 and 15
6	14 and 15	B6	14 and 15
7	14 and 15	B7	14 and 15
8	14 and 15	B8	14 and 15

SCHEDULE "G"

FORM 2

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)

Condominium Act, 1998

I certify that:

2900 Battleford Road
Mississauga, Ontario
The building on the property has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

1. ☑ The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.

2. ☑ Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.

3. ☑ Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.

4. ☑ All underground garages have walls and floor assemblies in place.

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 licence, 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 .....21..... day of ....August 2006. , ...

.....
(signature)

..ED.....MAKAUSKAS.....
(print name)

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

O. Reg. 48/01, Form 2.