



March 12, 2020

RE: Suite 0409D Unit 20 Level 4 of
York Condominium Corporation No. 300

Dear Sir or Madam:

As requested, we are pleased to provide a status certificate for the above-noted unit along with other documents pertaining to the condominium corporation.

To ensure the highest standard of accuracy in the keeping of ownership records we encourage new owners to have their solicitor directly provide the corporation with a copy of page 1 of the Transfer Deed, which will detail all dwelling, parking and locker unit information as applicable. All correspondence to the Corporation is to be delivered by hand or by mail to York Condominium Corporation No. 300, c/o Crossbridge Condominium Services Ltd., 50 and 60 Inverlochy Blvd, Thornhill, ON L3T 4T7/4T6 or by email to ycc300@rogers.com.

In accordance with current legislation, a person, upon becoming an owner in a corporation is required within 30 days to give written notice to the corporation of their:

- Name
- Unit Number
- Address for Service (mailing address)

If the address for service is not in the Province of Ontario then the address for service will be that of the unit in the condominium corporation.

Until and unless such notification is provided to the Corporation, its records shall remain in the name of the present owner as prescribed under the *Condominium Act, 1998* and the new owner will not receive notices of any meetings and other written communication from the Corporation.

We inform you that maintenance fees on a unit are due on the first day of each month. Maintenance fees may be paid by pre-authorized fund transfer (PAFT). Please complete the enclosed PAFT form and return to the management office at the above-noted address for service.

If the unit is intended to serve as a rental property then please ensure that the enclosed *Summary of Lease or Renewal* is completed and returned to the management office.

You are welcome to contact the condominium manager at (905)881-3368 with any questions.

Yours very truly,

Crossbridge Condominium Services Ltd.

A handwritten signature in blue ink that reads "Mike Encutu". The signature is written in a cursive, flowing style.

Mike Encutu
Property Manager

Enclosures

**STATUS CERTIFICATE
(UNDER SUBSECTION 76 (1) OF THE CONDOMINIUM ACT, 1998)**

York Condominium Corporation No. 300 (known as the "Corporation") certifies that as of the date of this certificate:

General Information Concerning the Corporation

1. Mailing address: YCC 300 - 50 / 60 Inverlochy
c/o Crossbridge Condominium Services Ltd.
50 and 60 Inverlochy Blvd
Thornhill, ON L3T 4T7/4T6
2. Address for service: same as above
3. Property manager: Crossbridge Condominium Services Ltd.
111 Gordon Baker Road
Suite 700
North York, ON M2H 3R1

On-Site Property Manager: Mike Encutu, (905)881-3368

4. The directors and officers of the Corporation are:

<u>Name</u>	<u>Position</u>	<u>Address for Service</u>	<u>Telephone Number</u>
Farida Purcell	Director	Same Above	(905)881-3368
Matthew Marcus Levy	Director	Same Above	(905)881-3368
Penny Spence	President	Same Above	(905)881-3368
Doreen Rotenberg	Secretary	Same Above	(905)881-3368
David Wall	Treasurer	Same Above	(905)881-3368
Ron Wahl	Vice President	Same Above	(905)881-3368

Common Expenses

5. The owner of Suite 0409D Unit 20 Level 4 at 60 Inverlochy Blvd, Thornhill, ON L3T 4T7 of York Condominium Corporation No. 300, registered in the Land Registry Office for the Land Titles Division of Toronto is in default in the payment of common expenses in the amount of \$ 0.

OR

*[If applicable add:
and a certificate of lien has been registered against
(if the Corporation is any condominium corporation but a common elements
condominium corporation: the unit)*

6. A payment on account for the unit for Cable/Internet/Satellite TV - Income charges of \$45.55 plus Common Expense Contribution charges of \$814.31 plus Cable/Internet/Satellite TV - Income charges of \$39.55 for a total fee of \$899.41 is due on 01 Apr 2020 for the period 01 Apr

2020 to 30 Apr 2020. This amount includes the amount of any increase since the date of the budget of the Corporation for the current fiscal year as described in paragraph 10.

7. The Corporation has the amount of \$0 in prepaid common expenses for the unit.
8. There are no amounts that the *Condominium Act, 1998* requires to be added to the common expenses payable for the unit.

Budget

9. The Corporation is presently meeting its obligations as and when they become due and is not presently considering any increase in the common expenses until the next fiscal period. To this extent, the current budget is accurate, however, the Corporation may not accurately determine whether the budget will result in a surplus or a deficit at this time as the Corporation has no control over any unannounced increases in utility rates, labour and material costs and any other similar factors which are beyond normal budgetary controls. A surplus or a deficit is undetermined at this time.
10. Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been increased.
11. Since the date of the budget of the Corporation for the current fiscal year, the board has not levied any assessments against the unit to increase the contribution to the reserve fund or the Corporation's operating fund or for any other purpose.
12. The Corporation has no knowledge of any circumstances that may result in an increase in the common expenses for the unit(s) except: We've learned that our insurance premiums and/or deductibles may increase beyond inflation in the next fiscal year(s). If so, this could result in an increase in common expenses (beyond inflation).

Reserve Fund

13. The Corporation's reserve fund amounts to \$ 544,112.82 (unaudited) as of January 31, 2020.
14. The most recent Reserve Fund Study conducted by the Board is a [Class 2 – Reserve Fund Study update with site visit](#), dated [October 03, 2018](#) and has been prepared by [Stephenson Engineering Limited](#). The next reserve fund study will be conducted before [January 01, 2022](#).
15. N/A
16. The board has sent to the owners a notice dated [October 03, 2018](#) containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study. The proposed plan for future funding was implemented [January 01, 2019](#) and the total contribution each year to the reserve fund is being made as set out in the Contribution Table included in the Notice.
17. There are no plans to increase the reserve fund under a plan proposed by the board under subsection 94 (8) of the *Condominium Act, 1998*, for the future funding of the reserve fund,

except for the increased annual contributions to the reserve fund as indicated in the attached Notice of Futures Funding of the Reserve Fund.

Legal Proceedings, Claims

18. A statement of claim filed against the Corporation by a resident seeking to recover damages arising from a slip and fall. The claim is being defended and has been turned over to the Corporation's insurance company.
19. The Corporation is not a party to any proceeding before a court of law, an arbitrator or an administrative tribunal.
20. The Corporation has not received a notice of or made an application under section 109 of the *Condominium Act, 1998* to the Superior Court of Justice for an order to amend the declaration and description, where the court has not made the order.
21. The Corporation has no outstanding claim for payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act*.
22. There is currently no order of the Superior Court of Justice in effect appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*.

Agreements with owners relating to changes to the common elements

23. The unit is not subject to any agreement under clause 98 (1) (b) of the *Condominium Act, 1998* or section 24.6 of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* relating to additions, alterations or improvements made to the common elements by the unit owner.

OR

~~The unit is subject to one or more agreements under clause 98 (1) (b) of the *Condominium Act, 1998* relating to additions, alterations or improvements made to the common elements by the unit owner. To the best of the Corporation's information, knowledge and belief, the agreements have been complied with by the parties.~~

Leasing of Units

24. ~~The Corporation has not received notice under section 83 of the *Condominium Act, 1998*, that any unit was leased during the fiscal year preceding the date of this status certificate.~~

OR

The Corporation has received notice under section 83 of the *Condominium Act, 1998*, that 26 units were leased during the fiscal year preceding the date of this status certificate.

Substantial changes to the common elements, assets or services

25. There are no additions, alterations or improvements to the common elements, changes in the assets of the Corporation or changes in a service of the Corporation that are substantial and that the board has proposed but has not implemented, and there are no proposed installations of an electric vehicle charging system to be carried out in accordance with subsection 24.3 (5) of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998*

Insurance

26. The corporation has secured all policies of insurance that are required under the Condominium Act, 1998. **Each unit owner is advised to carefully review the enclosed Certificate of Insurance, including the extent of any deductibles,** and to become familiar with and to understand that each unit owner is responsible for insuring any contents in and improvements to their individual units. As well each unit owner insurance policy should also include personal third-party liability insurance, reimbursement for living expenses outside of your unit and **protection against any deductible charges that might accrue to the unit owner from the Condominium Corporation.** The Corporation shall insure the units (excluding contents and improvements) with reference to the standard unit by-law or standard unit schedule of the Corporation and the common elements for full replacement cost without deduction for depreciation.

Phased condominium corporations

27-32. These clauses deal with Phased, Common Element, Vacant and Leasehold Condominium Corporations and do not apply to this Standard Condominium Corporation.

Attachments

33. The following documents are attached to this Status Certificate and form part of it.

- (a) a copy of the current declaration, by-laws and rules, *(if applicable, add: which include an occupancy standards by-law)*;
- (b) a copy of the budget of the Corporation for the current fiscal year, its last annual audited financial statements and the auditor's report on the statements;
- (c) a list of all current agreements mentioned in section 111, 112 or 113 of the *Condominium Act, 1998* and all current agreements between the Corporation and another corporation or between the Corporation and the owner of the unit;
- (d) a certificate or memorandum of insurance for each of the current insurance policies.

[if applicable add the following items:

- ~~(e) a copy of all applications made under section 109 of the *Condominium Act, 1998* to amend the declaration or description for which the court has not made an order;~~
- ~~(f) a copy of the schedule that the declarant has delivered to the board setting out what constitutes a standard unit, if there is no by-law of the Corporation establishing what constitutes a standard unit;~~
- ~~(g) a copy of all agreements, if any, described in clause 98 (1) (b) of the *Condominium Act, 1998* that bind the unit;~~
- (h) a copy of a notice dated [October 03, 2018](#) containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study;

- ~~(i) a copy of an order appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*;~~
- ~~(j) a copy of the disclosure statement that the Corporation has received from the declarant under subsection 147 (5) of the *Condominium Act, 1998* with respect to the phase that contains the unit unless the declarant has completed all phases described in the disclosure statement and the declarant does not own any of the units in the phases except for the part of the property designed to control, facilitate or provide telecommunications to, from or within the property;~~
- ~~(k) a copy of an application by the lessor for a termination order under section 173 of the *Condominium Act, 1998*;~~
- ~~(l) if the leasehold interests in the units of the Corporation have been renewed and an amendment to the declaration has not yet been registered under subsection 174 (8) of the *Condominium Act, 1998*, a copy of the provisions that apply upon renewal.]~~

Rights of person requesting certificate

34. The person requesting this certificate has the following rights under subsections 76 (7) and (8) of the *Condominium Act, 1998* with respect to the agreements listed in subparagraph 33 (c) above:
1. Upon receiving a written request and reasonable notice, the Corporation shall permit a person who has requested a status certificate and paid the fee charged by the Corporation for the certificate, or an agent of the person duly authorized in writing, to examine the agreements listed in subparagraph 33 (c) at a reasonable time and at a reasonable location.
 2. The Corporation shall, within a reasonable time, provide copies of the agreements to a person examining them, if the person so requests and pays a reasonable fee to compensate the Corporation for the labour and copying charges.

Other

- A. There are restrictions set forth in the declaration and the rules governing tenancies and the keeping of pets within the building(s) or ground(s). Unit purchasers are urged to review, in particular, these restrictions prior to taking occupancy (directly or by a tenant) of the unit.
- B. As a matter of personal safety, please be advised that:
- a) Under the Ontario Fire Code, the "owner" is responsible for ensuring that SMOKE ALARMS are installed in their dwelling unit. The Ontario Fire Code requires that SMOKE ALARMS be maintained in operating condition at all times.
 - b) Many municipalities have enacted a BY-LAW requiring the installation and maintenance of CARBON MONOXIDE DETECTORS by the "owner" under the authority of Section 102 of the Municipal Act R.S.O. 1990, c.M.45. Please ensure that you comply with the local BY-LAW within your municipality.
- C. Two proximity cards have been allocated for the lobby entrances. These cards must be transferred by the vendor to the purchaser on closing of the sale.

- D. Owners are not permitted to make structural alterations in-suite without first obtaining prior written approval from the Board of Directors. Guidelines for kitchen/bathroom/general renovations must be strictly adhered to. Wall-to-wall carpeting may ONLY be replaced by the type of hardwood covering approved by the Corporation prior to installation. No alterations or additions are permitted to or on the common elements pursuant to the Condominium Act. Balconies may be painted with "YCC 300 – GREY" ONLY (see Management Office). The use of barbeques on balconies and patios is not permitted. No propane gas may be stored on, or transported through, the premises by order by the Fire Marshall.
- E. The parking spaces are part of the common element and are, therefore, not owned by individual owners.

This Status Certificate is valid subject to all outstanding cheques/payments for this unit clearing the bank.

Crossbridge Condominium Services Ltd.
Agent acting on behalf of:
York Condominium Corporation No. 300

Mike Encutu *

Date March 12, 2020

Mike Encutu
Authorized Signing Officer
I have the authority to bind the Corporation

Paulo Tavares *

Date March 12, 2020

Paulo Tavares
Authorized Signing Officer
I have the authority to bind the Corporation

* Executed pursuant to the Electronic Commerce Act (Ontario)

THORNHILL ORCHARDS
York Condominium Corporation NO. 300

**MAJOR RESERVE FUND PROJECTS COMPLETED
UP TO DECEMBER 31, 2018**

YCC 300 spent a total of \$2,439,523 during 2018 from the Reserve Fund which started the year January 1, 2018 at \$2,006,883 and closed the year December 31, 2018 at \$662,370 as a result of the following:

Major Reserve Fund Projects Completed in 2017-2018:

Garage Podium Column Reinforcement and Platform and Membrane Replacement:	2017 - 2018
HVAC Upgrades and Replacements:	2018
Front Entrance Windows and Doors:	2018
Corridor Landing Renovation:	2018
Elevator Cab Renovations:	2018
2018 Lobby and Lounge Renovation Project:	2018 - 2019

NOTE:

For a condominium the size of YCC 300, our Reserve Fund at \$662,370 may appear low at first review. However, as set out in the above detailed list, the major projects fully planned, executed and expensed during 2018 have resulted in the decrease of the Reserve Fund.

With these and other large projects listed below, our two YCC Buildings are now structurally enhanced and fully renovated. The present Reserve Funding level is more than adequate to meet all future obligations in accordance with the Engineering Reserve Fund Study, without any consideration for special assessment.

THORNHILL ORCHARDS

York Condominium Corporation NO. 300

Major Reserve Fund Projects Completed Prior to January 01, 2018:

Tri-Sorter:	2017
External and Internal LED Lighting Retrofit:	2016 - 2017
Cold Water Risers Relining:	2015
Window Replacements:	2012 - 2013
Corridor Renovations:	2010 - 2011
Elevator Operational Modernization:	2009
Replacement of Chillers:	2006
Replacement of Garage Membrane and Ramp:	1993
Balcony Door Replacement:	367 of 381 replaced over 10 years 14 remained to be replaced in 2019 - \$30,000

All information is for two buildings, 50 and 60 Inverlochy.

February 14, 2019
Board of Directors

Form 15

Condominium Act, 1998

NOTICE OF FUTURE FUNDING OF RESERVE FUND

(Under subsection 94 (9) of the Condominium Act, 1998)

TO: All owners in YCC 300

The Board has received and reviewed a Class 2 Reserve Fund Study dated October 3rd, 2018

prepared by Jessica Wong of Stephenson Engineering Limited, and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the Condominium Act, 1998, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the Corporation.

This notice contains:

- 1. A summary of the reserve fund study.
- 2. A summary of the proposed funding plan.
- 3. A statement indicating the areas, if any, in which the proposed funding plan differs from the reserve fund study.

At the present time the average contribution per unit per month to the reserve fund is \$ 302.05 Based on the proposed funding plan, the average contribution per unit per month will be:

Fiscal Year	Average Monthly Contribution Per Unit
2019	\$329.15
2020	\$358.67
2021	\$390.84
2022	\$394.75
2023	\$398.70

There are no areas in which the proposed funding plan differs from the reserve fund study. The proposed funding plan will

be implemented beginning on January 01, 2019.

Dated this 03rd day of October, 2018.

YCC 300
Condominium Corporation Number

David Wall
(signature)

David Wall, Treasurer.
(print name)

Penny Spence
(signature)

Penny Spence President
(print name)

(Affix corporate seal or add a statement that the persons signing have the authority to bind the corporation.)

SUMMARY OF RESERVE FUND STUDY

The following is a summary of theClass 2 Reserve Fund Study..... datedOctober 3rd, 2018....., prepared byJessica Wong..... of Stephenson Engineering Limited forYCC 300..... (known as the "Reserve Fund Study").

Subsection 94 (1) of the *Condominium Act, 1998*, requires the Corporation to conduct periodic studies to determine whether the amount of money in the reserve fund and the amount of contributions collected by the corporation are adequate to provide for the expected costs of major repair and replacement of the common elements and assets of the corporation. As a result, the corporation has obtained the Reserve Fund Study.

The estimated expenditures from the reserve fund for the next thirty (30) years are set out in the CASH FLOW TABLE. In this summary, the term "annual contribution" means the total amount to be contributed each year to the reserve fund, exclusive of interest earned on the reserve fund.

The recommended annual contribution for the next fiscal year2019..... is \$1,098,036....., based on the estimated expenditures and the following:

Opening Balance of the Reserve Fund (2018)	\$2,115,360
Minimum Reserve Fund Balance during the projected period:	\$300,000
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	2.0%
Assumed Annual Interest Rate for interest earned on the Reserve Fund:	2.0%

The Reserve Fund Study can be examined by appointment with Management or the Board of Directors. As per subsection 55 (3) of the *Condominium Act, 1998*, the corporation should be contacted and reasonable notice of intent to view records provided.

Cash Flow Table

Opening Balance of the Reserve Fund: **\$2,115,360**
Minimum Reserve Fund Balance (as indicated in this table) **\$300,000**
Assumed Annual Inflation Rate **Yrs. 1-3: 2.0%, Yrs. 4-6: 2.5%, Long Term: 3.0%**
Assumed Annual Interest Rate **Yrs. 1-3: 2.0%, Yrs. 4-6: 2.5%, Long Term: 3.0%**

Year	Opening Balance	Recommended Annual Contribution	Inflation Adjusted Expenses	Estimated Interest Earned	% Increase in Annual Contribution	Closing Balance
2018	\$2,115,360	\$1,007,652	\$2,253,051	\$29,853		\$899,814
2019	\$899,814	\$1,098,036	\$1,250,690	\$16,470	9.0%	\$763,630
2020	\$763,630	\$1,196,527	\$1,067,624	\$16,562	9.0%	\$909,094
2021	\$909,094	\$1,303,852	\$1,637,089	\$14,850	9.0%	\$590,707
2022	\$590,707	\$1,316,891	\$1,616,923	\$11,017	1.0%	\$301,691
2023	\$301,691	\$1,330,059	\$1,027,967	\$11,318	1.0%	\$615,102
2024	\$615,102	\$1,343,360	\$1,479,359	\$13,678	1.0%	\$492,781
2025	\$492,781	\$1,356,794	\$1,411,918	\$13,957	1.0%	\$451,613
2026	\$451,613	\$1,370,362	\$1,533,082	\$11,108	1.0%	\$300,000
2027	\$300,000	\$1,384,065	\$644,367	\$20,095	1.0%	\$1,059,794
2028	\$1,059,794	\$1,397,906	\$1,111,307	\$36,093	1.0%	\$1,382,485
2029	\$1,382,485	\$1,411,885	\$718,053	\$51,882	1.0%	\$2,128,199
2030	\$2,128,199	\$1,426,004	\$1,196,727	\$67,285	1.0%	\$2,424,761
2031	\$2,424,761	\$1,440,264	\$1,285,338	\$75,067	1.0%	\$2,654,753
2032	\$2,654,753	\$1,454,666	\$1,666,993	\$76,458	1.0%	\$2,518,885
2033	\$2,518,885	\$1,469,213	\$672,490	\$87,517	1.0%	\$3,403,125
2034	\$3,403,125	\$1,483,905	\$621,245	\$115,034	1.0%	\$4,380,819
2035	\$4,380,819	\$1,498,744	\$299,773	\$149,409	1.0%	\$5,729,199
2036	\$5,729,199	\$1,513,732	\$443,187	\$187,934	1.0%	\$6,987,678
2037	\$6,987,678	\$1,528,869	\$1,543,148	\$209,416	1.0%	\$7,182,815
2038	\$7,182,815	\$1,544,158	\$1,778,726	\$211,966	1.0%	\$7,160,213
2039	\$7,160,213	\$1,559,599	\$2,196,188	\$205,258	1.0%	\$6,728,882
2040	\$6,728,882	\$1,575,195	\$2,071,352	\$194,424	1.0%	\$6,427,149
2041	\$6,427,149	\$1,590,947	\$1,472,382	\$194,593	1.0%	\$6,740,307
2042	\$6,740,307	\$1,606,857	\$387,165	\$220,505	1.0%	\$8,180,503
2043	\$8,180,503	\$1,622,925	\$1,697,319	\$244,299	1.0%	\$8,350,409
2044	\$8,350,409	\$1,639,155	\$520,134	\$267,298	1.0%	\$9,736,727
2045	\$9,736,727	\$1,655,546	\$1,043,844	\$301,277	1.0%	\$10,649,706
2046	\$10,649,706	\$1,672,102	\$1,181,362	\$326,852	1.0%	\$11,467,298
2047	\$11,467,298	\$1,688,823	\$5,885,528	\$281,068	1.0%	\$7,551,661
2048	\$7,551,661	\$1,705,711	\$8,052,978	\$131,341	1.0%	\$1,335,735

**SUMMARY OF PROPOSED PLAN
FOR FUTURE FUNDING OF THE RESERVE FUND**

The following is a summary of the board's proposed for the future of the reserve fund.

The Board of YCC 300 has reviewed the Class 2 Reserve Fund Study

dated October 3rd, 2018, prepared by Jessica Wong of *Stephenson Engineering Limited* for the corporation (known as the "Reserve Fund Study") and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the Condominium Act, 1998, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

The Board has adopted the funding recommendations of the Reserve Fund Study and will implement them as set out in the Contribution Table.

The total annual contribution recommended under the proposed funding plan for the current fiscal year is

\$.....1,007,652....., which represents the amount already budgeted.

The Proposed Plan for Future Funding of the Reserve Fund can be examined by appointment only with the Board of Directors.

As per subsection 55(3) of the Condominium Act, 1998, the Corporation shall be contacted and given reasonable notice of intent to view records provided.

Contribution Table

Opening Reserve Fund Study Balance	\$2,115,360
Minimum Reserve Fund Balance	\$300,000
Assumed Annual Inflation Rate	Yrs. 1-3: 2.0%, Yrs. 4-6: 2.5%, Long Term: 3.0%
Assumed Annual Interest Rate	Yrs. 1-3: 2.0%, Yrs. 4-6: 2.5%, Long Term: 3.0%

Year	Annual Contribution	% Increase in Annual Contribution	Other Contribution	Total Contribution Each Year to the Reserve
2018	\$1,007,652		0	\$1,007,652
2019	\$1,098,036	9.0%	0	\$1,098,036
2020	\$1,196,527	9.0%	0	\$1,196,527
2021	\$1,303,852	9.0%	0	\$1,303,852
2022	\$1,316,891	1.0%	0	\$1,316,891
2023	\$1,330,059	1.0%	0	\$1,330,059
2024	\$1,343,360	1.0%	0	\$1,343,360
2025	\$1,356,794	1.0%	0	\$1,356,794
2026	\$1,370,362	1.0%	0	\$1,370,362
2027	\$1,384,065	1.0%	0	\$1,384,065
2028	\$1,397,906	1.0%	0	\$1,397,906
2029	\$1,411,885	1.0%	0	\$1,411,885
2030	\$1,426,004	1.0%	0	\$1,426,004
2031	\$1,440,264	1.0%	0	\$1,440,264
2032	\$1,454,666	1.0%	0	\$1,454,666
2033	\$1,469,213	1.0%	0	\$1,469,213
2034	\$1,483,905	1.0%	0	\$1,483,905
2035	\$1,498,744	1.0%	0	\$1,498,744
2036	\$1,513,732	1.0%	0	\$1,513,732
2037	\$1,528,869	1.0%	0	\$1,528,869
2038	\$1,544,158	1.0%	0	\$1,544,158
2039	\$1,559,599	1.0%	0	\$1,559,599
2040	\$1,575,195	1.0%	0	\$1,575,195
2041	\$1,590,947	1.0%	0	\$1,590,947
2042	\$1,606,857	1.0%	0	\$1,606,857
2043	\$1,622,925	1.0%	0	\$1,622,925
2044	\$1,639,155	1.0%	0	\$1,639,155
2045	\$1,655,546	1.0%	0	\$1,655,546
2046	\$1,672,102	1.0%	0	\$1,672,102
2047	\$1,688,823	1.0%	0	\$1,688,823
2048	\$1,705,711	1.0%	0	\$1,705,711

**DIFFERENCES BETWEEN THE RESERVE FUND STUDY AND
THE PROPOSED PLAN FOR FUTURE FUNDING OF THE RESERVE FUND**

The Plan for Future Funding of the Reserve Fund proposed by the board differs from the Reserve Fund Study in the following respects:

No differences exist between the proposed plan for future funding and the Reserve Fund Study.

O. Reg. 48/01, Form 15.

YORK CONDOMINIUM CORPORATION NO. 300

INDEX OF CONDOMINIUM DOCUMENTS

DECLARATION

1. **DECLARATION - REGISTERED DECEMBER 23, 1976**
2. **AMENDMENT TO THE DECLARATION DATED AUGUST 19, 1980**

BY-LAWS

(BY-LAWS 1, 2, 4, 5 AND 7 WERE REPEALED WHEN BY-LAW 8 WAS REGISTERED.)

3. **BY-LAW 3 – INSURANCE TRUSTEE - DECEMBER 1976 (CANCELLED ON PROCLAMATION OF THE CONDOMINIUM ACT, 1998)**
4. **BY-LAW 6 - OCCUPANCY – SINGLE FAMILY RESIDENCE – JUNE, 1987**
5. **BY-LAW 8 – GENERAL BY-LAW – MAY, 2006**
6. **BY-LAW 9 – MEDIATION BY-LAW – MAY, 2006**
7. **BY-LAW 10 – BORROWING BY-LAW – NOVEMBER, 2006**
8. **BY-LAW 11 – STANDARD UNIT – NOVEMBER, 2008**
9. **BY-LAW 12 – BULK INTERNET AGREEMENT- MARCH, 2019**

RULES AND REGULATIONS

9. **RULES AND REGULATIONS – CORPORATION - May 20, 2018**

SHARED FACILITIES

10. **SHARED FACILITIES AGREEMENT – NOVEMBER, 1977**
11. **RULES AND REGULATIONS – ORCHARD CLUB – OCTOBER 2007**

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter called the "declaration") is made and executed pursuant to the provisions of The Condominium Act, R.S.O. 1970, Chapter 77, as amended, and the regulations made thereunder (all of which are hereinafter referred to as the "Act") by:

GOLDLIST CONSTRUCTION LIMITED and WOBURN
GATE LIMITED, both companies incorporated
under the laws of the Province of Ontario,

(hereinafter called the "Declarant").

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the Town of Markham, in the Municipality of Metropolitan Toronto, and being more particularly described in Schedule "A", and in the description submitted herewith by the Declarant for registration in accordance with Section 4 of the Act.

WHEREAS the Declarant has constructed buildings upon the said lands containing 277 dwelling units.

WHEREAS the Declarant intends that the said lands together with the said buildings constructed thereon shall be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS
FOLLOWS:

I INTRODUCTORY

1. Definitions: - The following terms used herein have the meanings set out below, unless the context otherwise requires:

(a) common elements means all the property except the units;

(b) common interests means the interest in the

common elements appurtenant to a unit;

- (c) owner means the owner or owners of the freehold estate or estates in a unit and common interest, but does not include a mortgagee unless in possession;
- (d) property means the land and interest appurtenant to the land described in the description and Schedule "A" annexed hereto and includes any land and interests appurtenant to lands that are added to the common elements;
- (e) unit means a part or parts of the land included in the description, and designated as a unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land within this space at the time the declaration and description are registered;
- (f) The definition of "unit" for the purposes of the duties to repair and maintain under Sections 16 and 17 of the Act and this declaration shall extend to all improvements made by the Declarant in accordance with its architectural plans notwithstanding that some of such improvements may be made after registration of the declaration;
- (g) Other terms used herein shall have ascribed to them the definitions contained in the Act, as amended from time to time.

2. Statement of Intention

The Declarant intends that the lands and premises described in Schedule "A" be governed by the Act and any amendments thereto.

3. Consent of Encumbrancers

The consent of all persons having registered encumbrances against the land or interests appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.

4. 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.

5. Common Interests and Common Expenses

Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners and shall contribute to the common expenses in the 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 percent (100%).

6. Address for Service

The corporation's address for service shall be:
35 Thorncliffe Park Drive, Toronto, Ontario,
or such other address as the Corporation may determine in accordance with the provisions of the Act.

II COMMON EXPENSES

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 Schedule "E" attached hereto.

2. Payment of Common Expenses

Each owner, including the Declarant, shall pay to

the corporation his proportionate share of the common expenses, as may be provided for by the By-Laws of the Corporation, and the assessment and collection of contributions toward the common expenses may be regulated by the board pursuant to the By-Laws of the Corporation.

III COMMON ELEMENTS

1. Use of Common Elements

Subject to the provisions of the Act, this Declaration and the By-Laws, and any rules and regulations passed pursuant thereto, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

2. Exclusive Common Elements

Subject to the provisions of the Act, this Declaration the By-Laws and the rules and regulations passed pursuant thereto, the owner of each unit shall have the exclusive use of those parts of the common elements as set out in Schedule "F" attached hereto.

3. Pets

No animal, other than a single pet belonging to the owner(s) of each Unit shall be allowed upon or kept on the common elements. No pet that is deemed by the board or the manager, in the absolute discretion of such party, to be a nuisance, shall be allowed upon or kept by any owner(s) of any Unit on the common elements. Any owner shall, within two (2) weeks of receipt of written notice from the board or the manager, that it deems a pet owned by such owner(s) to be a nuisance, and requesting the removal of such pet, permanently remove such pet from the common elements. No breeding of pets for sale shall be carried on upon any part of the common elements.

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 dwelling for any building superintendent, utilities areas, building maintenance storage

areas, manager's offices, operating machinery, or any other parts of the common elements used for the care, maintenance or operation of the property. Provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten percent (10%) of the units, who shall have a right of access for inspection upon forty-eight (48) hours' notice to the building manager.

5. (a) The corporation may by a vote of members who own eighty percent (80%) of the common elements, make any substantial additions, alterations or improvements to, or renovation of the common elements or make any substantial change in the assets of the corporation.

(b) The corporation may by a vote of members who together own a majority of units, make any other addition, alteration, or improvement to, or renovation of the common elements, or may make any other change in the assets of the corporation.

(c) For the purposes of this clause, the board shall decide whether any addition, alteration, or improvement to, or renovation of the common elements, or any change in the assets of the corporation is substantial.

(d) No owner shall make any change to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, without the consent of the board.

IV UNITS

1. Occupation and Use

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

(a) Each unit shall be occupied and used only as a private single family residence and for no other purpose, provided, however, that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining units as models

for display and sale purposes, and otherwise maintaining construction offices, displays and signs until all units have been sold by the Declarant.

- (b) No animal, other than a single pet belonging to the owner(s) of each unit shall be allowed or kept in any unit. No pet that is deemed by the board or manager, in the absolute discretion of such party, to be a nuisance, shall be allowed or kept by any owner (s) of any unit in his unit. Any owner shall, within two weeks of receipt of a written notice from the board or the manager, that it deems a pet owned by such owner(s) to be a nuisance, and requesting the removal of such pet, permanently remove such pet from the unit. No breeding of pets for sale shall be carried on in any unit.
- (c) 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 referred to in this Declaration.
- (d) The owner of each unit shall comply and shall require all residents and visitors to his unit to comply with the Act, this Declaration, and the By-Laws, and the rules and regulations passed pursuant thereto.
- (e) No owner shall make any structural change or alteration in or to his unit or decorate the exterior of windows or doors of his unit leading out of the unit, without the consent of the board as to colour and design.

2. Requirements for Leasing

(a) No owner shall lease his unit unless he causes the tenant to deliver to the corporation an agreement signed by the tenant to the following effect:

"I,....., covenant 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, the Declaration and the By-Laws, and all rules and regulations of the Condominium Corporation during the term of my tenancy".

(b) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the owner, the owner's share of the common expenses and shall pay the same to the Corporation.

(c) Any owner leasing his unit shall not be relieved hereby from any of his obligations with respect to the unit, which shall be joint and several with his tenant.

V BY-LAWS

The Corporation may, by a vote of members who own 66-2/3% of the common elements, make by-laws:

- (a) governing the management of the property;
- (b) governing the use of units or any of them for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and other units;
- (c) governing the use of the common elements;
- (d) regulating the maintenance of the units and common elements;
- (e) governing the use and management of the assets of the Corporation;
- (f) respecting the board;
- (g) specifying duties of the Corporation;
- (h) regulating the assessment and collection of contributions towards the common expenses;
- (i) authorizing the borrowing of money to carry out the objects and duties of the Corporation, provided that each such borrowing is approved at a meeting of members duly called for such purpose.
- (j) respecting the conduct generally of the affairs of the Corporation;

VI MAINTENANCE AND REPAIRS

1. Each owner shall maintain his unit, and, subject to the provisions of this Declaration, each owner shall repair his unit after damage, all at his own expense.

Each owner shall be responsible for all damages to any and all other units and to the common elements which are caused by the failure of the owner to so maintain and repair his unit, save and except for any such damages to the Units and Common elements for which the cost of repairing same may be recovered under any policy or policies of insurance held by the corporation.

The corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time; and in such an event, an owner shall be deemed to have consented to having repairs done to his unit by the corporation; and an owner shall reimburse the corporation in full for the cost of such repairs; including any legal or collection costs incurred by the corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of twelve percent (12%) per annum. The corporation may collect all such sums of money in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of a notice from the corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

2. Repairs and Maintenance of Common Elements by the Corporation

The corporation shall repair and maintain the common

elements at its own expense.

VII DAMAGE

1. Procedure Where Damage Occurs

Where the board has determined that there has been substantial damage to twenty-five percent (25%) of the buildings, notice of such determination shall be given within ten (10) days thereof to all owners and mortgagees, with such notice to the mortgagees to be sent by registered mail. Such notice may be combined with notice to the owners of a meeting called for the purpose of voting for repair.

2. Plans and Specifications

A complete set of all the original architectural and structural plans and specifications for the buildings, including plans and specifications for any additions, alterations or improvements from time to time made to the common elements or to any unit with the prior consent in writing of the board, shall be maintained in the office of the corporation at all times for the use of the corporation in rebuilding or repairing any damage to the building and for the use of any owner.

VIII INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

1. Insurance Trustee

The corporation shall enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under The Loan and Trust Corporations Act, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:

(a) the receipt by the Insurance Trustee of any

- proceeds of insurance payable to the corporation in excess of \$1,000.00;
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of this declaration;
 - (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement;
 - (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

In the event that the corporation is unable to enter into such agreement with such Trust Company, or such Chartered Bank, by reason of their refusal to act, the corporation may enter into such Agreement with such other corporation authorized to act as a Trustee, as the owners may approve by by-law at a meeting called for that purpose. The corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.

2. In the event that:

- (a) The corporation is obligated to repair any unit insured under paragraph 1, subclause (b) of Article IX hereof, in accordance with the provisions of Section 16(6) or Section 17(2) of the Act, the Insurance Trustee shall hold all proceeds for the corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement, in order to satisfy the obligation of the corporation to make such repairs.
- (b) There is no obligation by the corporation to

repair any unit in accordance with the provisions of Section 17(2) of the Act and there is termination in accordance with the provisions of Section 18 of the Act, or otherwise, the 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.

(c) The board, in accordance with the provisions of Section 17(1) of the Act, determines that there has not been substantial damage to twenty-five percent (25%) of the buildings, the Insurance Trustee shall hold all proceeds for the corporation and owners whose units have been damaged, and shall disburse such proceeds for the benefit of the corporation and the owners whose units have been damaged as their respective interests may appear, in accordance with the provisions of the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of Article VI of this declaration, and Section 16(6) of the Act.

Notwithstanding anything to the contrary herein contained, any proceeds payable by the Insurance Trustee to an owner, in accordance with the provisions of paragraph (b) of this subclause 2 of Article VIII hereof, shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss be payable in such policy or policies of insurance and in satisfaction of the amount due under any liens registered by the corporation against such unit.

IX INSURANCE

1. By the Corporation

The corporation shall be required to obtain and

maintain, to the extent obtainable from the insurance industry, the following insurance, in one or more policies:

(a) Insurance against damage by fire with extended coverage and such other perils as the board may from time to time deem advisable, insuring,

(i) the property, excluding the units;

(ii) personal property owned by the corporation,

in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause.

(b) Insurance against damage by fire with extended coverage and such other perils as the board may from time to time deem advisable, insuring the units, but excluding any improvements made by the owners thereof, in an amount equal to the full replacement cost of such units without deduction for depreciation.

Such policy or policies shall insure the interests of the corporation and the owners from time to time, as their respective interests may appear, with mortgagee endorsements, which shall be subject to the provisions of this declaration and the Insurance Trust Agreement, and shall contain the following provisions:

(i) that loss shall be payable to the Insurance Trustee;

(ii) waivers of subrogation against the corporation, its manager, agents, employees

and servants and owners, and any member of the household, or guests of any owner or occupant of a unit, except for arson and fraud;

- (iii) that such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days prior written notice to all parties whose interests appear thereon, and to the Insurance Trustee;
 - (iv) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of a statutory condition of any insured;
 - (v) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any owner;
 - (vi) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the property by the Act is terminated.
- (c) Public liability and property damage insurance insuring the liability of the corporation and the owners from time to time, with limits to be determined by the board, but not less than \$1,000,000.00 and without right of subrogation as against the corporation, its manager, agents, servants and employees, and as against the owners, and any member of the household or guests or any owner or occupant of a unit;
- (d) Boiler and machinery insurance to the extent

required as the board may from time to time deem advisable.

2. General Provisions

(a) Prior to obtaining any policy or policies of insurance under subclause 1 of this Article IX, or any renewal or renewals thereof, or at such other time as the board may deem advisable, the board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be affected pursuant to subclause 1 of this Article IX and the cost of such appraisal shall be a common expense.

(b) The corporation, its board and its officers, 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. Provided, however, that the board may, in writing, authorize an owner to adjust any loss to his unit.

(c) No mortgage may be placed against any unit unless the mortgagee agrees to waive any contractual or statutory provision giving the mortgagee the right to have the proceeds of any insurance policy or policies applied on account of the mortgage and thereby prevent application of the proceeds of any insurance policy or policies towards the repair of the property pursuant to the provisions of this declaration. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee that right, and also to the right of any mortgagee to receive the proceeds of any insurance

policy, if the property is not repaired.

(d) 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 to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies of new insurance policies to each mortgagee, not later than ten (10) days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the corporation in its offices, 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 obtained and maintained by the corporation, or to direct that loss shall be payable in any manner other than as provided in this declaration.

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 if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

(a) Insurance on any additions or improvements made by the owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage, which policy or policies of

insurance shall contain waiver of subrogation against the corporation, its manager, agents, employees and servants, and against the other owners and any members of their household, except for vehicle impact, arson and fraud.

(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.

X INDEMNIFICATION

Each owner shall indemnify and save harmless the corporation from and against any loss, costs, damage, injury or liability whatsoever which the corporation may suffer or incur resulting from or caused by an act or omission of such owner, his family or any member thereof, any other resident of his unit or any guests, invitees or licensees of such owner or resident to or with respect to the common elements and/or all other units except for any loss, costs, damages, injury or liability insured against by the corporation.

All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such.

XI FIRST MEETING

As soon as practicable but not later than three (3) months after the registration of this declaration, the members shall hold their first annual meeting for the purposes of electing directors. The board so elected may, without notice, hold its first meeting, provided a quorum of

directors is present. Any by-law may be passed by the corporation, without a meeting, provided the consent to the by-law, by members who own one hundred percent (100%) of the common elements, is endorsed thereon.

XII GENERAL MATTERS AND ADMINISTRATION

1. Rights of Entry

(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 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, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon 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, common elements or 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. The corporation or any one authorized by it may determine whether an emergency exists.

(c) If an owner shall not be personally present to grant entry to his 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 damage 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.

2. Units, Subject to Declaration, By-Laws, Common Element Rules, and Rules and Regulations

All present and future owners, tenants and residents of units, their families, guests, invitees or licensees, shall be subject to and shall comply with the provisions of this declaration, the by-laws, and any other rules and regulations of the corporation.

The acceptance of a deed or transfer, or the entering into a lease, or the entering into occupancy of any unit, shall constitute an agreement that the provisions of this declaration, the by-laws and any other rules and regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or resident, and all of such provisions shall be deemed and taken to be covenants running with the unit and shall bind any person having, at any time, any interest or estate in such unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease or occupancy agreement.

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 affect in any manner the validity, enforceability or effect of the remainder of this declaration, and in such event all the other provisions of this declaration shall continue in full force and effect as if such invalid provision had never been included herein.

4. Waiver

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

5. Notice

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted may be given if served personally by delivering same to the party to be served, or to any officer of the party to be served, or may be given by ordinary mail, postage prepaid, addressed to the corporation at its address for service herein, to each owner at his respective unit or at such other address as is given by the owner to the corporation for the purpose of notice and to each mortgagee who has notified his interest to the corporation at such address as is given by each mortgagee to the corporation for the purpose of notice; and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the first business day following the day on which it was mailed. Any owner or mortgagee may change his address for service by notice given to the corporation in the manner aforesaid.

6. Construction of Declaration

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

7. Headings

The headings in the body of this declaration form no part of the declaration but shall be deemed to be inserted

for convenience of reference only.

DATED at Toronto, this 13th day of October,
1976.

IN WITNESS WHEREOF the parties hereto have hereby
executed these presents.

GOLDLIST CONSTRUCTION LIMITED

Per: 

WOBURN GATE LIMITED

Per: 

Per: 

LAND TITLES ACT

AFFIDAVIT AS TO AUTHORITY OF PERSONS EXECUTING
FOR GOLDLIST CONSTRUCTION LIMITED

I, *Max Goldlist* of the City of Toronto,
in the Municipality of Metropolitan Toronto, make oath and
say that:

1. I am a *Director* of GOLDLIST CONSTRUCTION
LIMITED

2. *Max Goldlist* whose signature is affixed
to the within instrument is *Director* of the said GOLDLIST
CONSTRUCTION LIMITED, and the seal affixed thereto is the corporate
seal of the said Corporation.

3. Under the By-Laws of the said Corporation, ~~the~~ *Max Goldlist*
~~and~~ *is* ~~are~~ empowered to execute on behalf of the
Corporation all deeds and other instruments requiring the seal
of the Corporation.

SWORN before me at the City)
of Toronto, in the Municipality)
of Metropolitan Toronto, this)

13th day of ~~September~~ *December*, ~~1975~~ *1976*.)

[Signature]
A Commissioner, Etc.)

[Signature]
SHELDON BALCMAN, a Commissioner, etc.,
for taking affidavits and administering oaths
in and for the Province of Ontario while
employed in a Law Office.
Expires July 8, 1979.

LAND TITLES ACT

AFFIDAVIT AS TO AUTHORITY OF PERSONS EXECUTING
FOR WOBURN GATE LIMITED

I, *Leslie Barker* of the City of Toronto,
in the Municipality of Metropolitan Toronto, make oath and
say that:

1. I am *Secretary* of WOBURN GATE LIMITED.
2. *John A. ...* whose signature is affixed
to the within instrument is *Secretary* of the said WOBURN
GATE LIMITED and *John A. ...* whose signature is
also affixed thereto is the *President* thereof, and the seal
affixed thereto is the corporate seal of the said Corporation.
3. Under the By-Laws of the said Corporation, the *Secretary*
and *President* are empowered to execute on behalf of the
Corporation all deeds and other instruments requiring the seal
of the Corporation.

SWORN before me at the City)
of Toronto, in the Municipality)
of Metropolitan Toronto, this)
13th day of *December, 1975*)

Leslie Barker

Sheldon Salzman
A Commissioner, Etc.

SHELDON SALCMAN, a Commissioner, etc.,
for taking affidavits and administering oaths
in and for the Province of Ontario while
employed in a Law Office.
Expires July 8, 1978.

SCHEDULE "A"

All and singular that certain parcel or tract of land and premises situate, lying and being in the Town of Markham, in the Regional Municipality of York, and being composed of Block E, and Block QQQ, according to a Plan registered in the Land Registry Office for the Registry Division of Toronto Boroughs and York South as No. 7686 and Part of Lot 32, Concession 1, of the Town of Markham, being designated as Parts 16, 19, 20, 21, 22, 23, 24, 25, 30 and 31 on a Plan of Survey of Record filed in the Land Registry Office for the Land Titles Division of Toronto as No. 66R-5645

Subject to an easement in favour of The Hydro-Electric Power Commission of Ontario over the southerly ten feet of Part 25 as set out in Instrument No. 57567 Markham, (filed for reference in the Land Registry Office for the Land Titles Division of Toronto as Instrument No. A-300955).

Subject to an easement in favour of The Corporation of the Township of Markham over said Parts 24 and 25 as set out in Instrument No. 58415 Markham (filed for reference in the Land Registry Office for the Land Titles Division of Toronto as Instrument No. B-304888).

Subject to an easement in favour of Her Majesty the Queen, in right of the Province of Ontario, over Parts 1 and 2 on a Plan of Survey of Record filed in the Land Registry Office for the Land Titles Division of Toronto as No. 66R-9069 as set out in Instrument No. A-510083 .

SCHEDULE "B"

THE CONDOMINIUM ACT

CONSENT UNDER CLAUSE B OF SUBSECTION 1
OF SECTION 3 OF THE ACT

TORONTO-DOMINION BANK having a registered
encumbrance within the meaning of clause b of subsection 1
of section 3 of The Condominium Act registered as Number
A-521697 in the Land Registry Office for the Land Titles
Division of Toronto and York South (No. 66) hereby consents
to the registration of this declaration pursuant to The
Condominium Act against the land or interests appurtenant
to the land described in the description.

DATED at Toronto, this 22nd day of November
1976 .

TORONTO-DOMINION BANK

Per *R. Keeler*
ASSISTANT GENERAL MANAGER

Per _____

7
3
7
11/24
5698
11/24

SCHEDULE "C"

BOUNDARIES OF UNITS

Each unit shall comprise the areas measured:

- (a) Horizontally, from the unit side of the concrete, masonry or block surface of the exterior walls of the building to the unit side of the concrete, masonry or block surface of the walls and partitions separating such unit from other units, corridors, stairs, elevators, incinerators and other mechanical equipment spaces, and the extension of the planes of such surfaces across openings for doors leading out of such unit, and windows.
- (b) Vertically, from the upper surface of the concrete floor, to the undersurface of the plaster ceiling.

Notwithstanding the foregoing, the unit shall not include:

- (a) Concrete, masonry or block portions of walls within the unit.
- (b) Doors leading out of the unit, and windows.
- (c) Such pipes, wires, cables, conduits, ducts, flues, shafts or public utility lines used for power, cable T.V., gas, water, heating or drainage which are within any walls or floors.
- (d) Any heating equipment, including without limitation, radiant heating cables in the ceiling of each unit, and controls.

SCHEDULE "D"

UNIT NO.	LEVEL NO.	PERCENTAGE OF COMMON INTEREST AND PROPORTION OF CONTRIBUTION TO COMMON EXPENSES	PARKING NO.	LOCKER NO.
1	1	0.375	P-164	L-1
2	1	0.375	P-165	-
3	1	0.344	P-166	-
4	1	0.344	P-167	-
5	1	0.344	P-168	-
6	1	0.375	P-169	-
7	1	0.375	P-170	L-2
8	1	0.375	P-183	L-15
9	1	0.375	P-184	-
10	1	0.344	P-185	-
11	1	0.344	P-186	-
12	1	0.375	P-187	-
13	1	0.375	P-188	L-16
1	2	0.375	P-76	-
2	2	0.375	P-77	-
3	2	0.344	P-78	-
4	2	0.375	P-79	-
5	2	0.344	P-80	-
6	2	0.344	P-81	-
7	2	0.344	P-82	-
8	2	0.375	P-83	-
9	2	0.344	P-84	-
10	2	0.375	P-85	-
11	2	0.375	P-86	L-3
12	2	0.375	P-192	-
13	2	0.375	P-193	-
14	2	0.344	P-194	-
15	2	0.375	P-195	-
16	2	0.344	P-196	-
17	2	0.344	P-197	-
18	2	0.344	P-198	-
19	2	0.375	P-179	-
20	2	0.344	P-180	-
21	2	0.375	P-181	-
22	2	0.375	P-182	L-17
1	3	0.375	P-87	-
2	3	0.375	P-88	-
3	3	0.344	P-89	-
4	3	0.375	P-90	-
5	3	0.344	P-91	-
6	3	0.344	P-92	-
7	3	0.344	P-93	-
8	3	0.375	P-94	-
9	3	0.344	P-95	-
10	3	0.375	P-96	-
11	3	0.375	P-97	L-4

UNIT NO.	LEVEL NO.	PERCENTAGE OF COMMON INTEREST AND PROPORTION OF CONTRIBUTION TO COMMON EXPENSES	PARKING NO.	LOCKER NO.
12	3	0.375	P-214	-
13	3	0.375	P-215	-
14	3	0.344	P-216	-
15	3	0.375	P-217	-
16	3	0.344	P-218	-
17	3	0.344	P-219	-
18	3	0.344	P-220	-
19	3	0.375	P-221	-
20	3	0.344	P-189	-
21	3	0.375	P-190	-
22	3	0.375	P-191	L-18
1	4	0.375	P-199	-
2	4	0.375	P-200	-
3	4	0.344	P-201	-
4	4	0.375	P-171	-
5	4	0.344	P-172	-
6	4	0.344	P-173	-
7	4	0.344	P-174	-
8	4	0.375	P-175	-
9	4	0.344	P-176	-
10	4	0.375	P-177	-
11	4	0.375	P-178	L-5
12	4	0.375	P-211	-
13	4	0.375	P-212	-
14	4	0.344	P-213	-
15	4	0.375	P-226	-
16	4	0.344	P-227	-
17	4	0.344	P-228	-
18	4	0.344	P-229	-
19	4	0.375	P-230	-
20	4	0.344	P-231	-
21	4	0.375	P-232	-
22	4	0.375	P-233	L-19
1	5	0.375	P-98	-
2	5	0.375	P-99	-
3	5	0.344	P-100	-
4	5	0.375	P-101	-
5	5	0.344	P-102	-
6	5	0.344	P-103	-
7	5	0.344	P-104	-
8	5	0.375	P-105	-
9	5	0.344	P-106	-
10	5	0.375	P-107	-
11	5	0.375	P-108	L-6
12	5	0.375	P-222	-
13	5	0.375	P-223	-
14	5	0.344	P-224	-
15	5	0.375	P-225	-
16	5	0.344	P-251	-
17	5	0.344	P-252	-
18	5	0.344	P-253	-
19	5	0.375	P-254	-
20	5	0.344	P-255	-
21	5	0.375	P-256	-
22	5	0.375	P-257	L-20

UNIT NO.	LEVEL NO.	PERCENTAGE OF COMMON INTEREST AND PROPORTION OF CONTRIBUTION TO COMMON EXPENSES	PARKING NO.	LOCKER NO.
1	6	0.375	P-109	-
2	6	0.375	P-110	-
3	6	0.344	P-111	-
4	6	0.375	P-112	-
5	6	0.344	P-113	-
6	6	0.344	P-114	-
7	6	0.344	P-115	-
8	6	0.375	P-116	-
9	6	0.344	P-117	-
10	6	0.375	P-118	-
11	6	0.375	P-119	L-7
12	6	0.375	P-246	-
13	6	0.375	P-247	-
14	6	0.344	P-248	-
15	6	0.375	P-249	-
16	6	0.344	P-250	-
17	6	0.344	P-262	-
18	6	0.344	P-263	-
19	6	0.375	P-264	-
20	6	0.344	P-265	-
21	6	0.375	P-266	-
22	6	0.375	P-267	L-21
1	7	0.375	P-131	-
2	7	0.375	P-132	-
3	7	0.344	P-133	-
4	7	0.375	P-134	-
5	7	0.344	P-135	-
6	7	0.344	P-136	-
7	7	0.344	P-137	-
8	7	0.375	P-138	-
9	7	0.344	P-139	-
10	7	0.375	P-140	-
11	7	0.375	P-141	L-8
12	7	0.375	P-34	-
13	7	0.375	P-35	-
14	7	0.344	P-36	-
15	7	0.375	P-37	-
16	7	0.344	P-38	-
17	7	0.344	P-39	-
18	7	0.344	P-40	-
19	7	0.375	P-41	-
20	7	0.344	P-42	-
21	7	0.375	P-43	-
22	7	0.375	P-44	L-22
1	8	0.375	P-202	-
2	8	0.375	P-203	-
3	8	0.344	P-204	-
4	8	0.375	P-205	-
5	8	0.344	P-206	-
6	8	0.344	P-207	-
7	8	0.344	P-208	-
8	8	0.375	P-209	-
9	8	0.344	P-210	-
10	8	0.375	P-234	-

UNIT NO.	LEVEL NO.	PERCENTAGE OF COMMON INTEREST AND PROPORTION OF CONTRIBUTION TO COMMON EXPENSES	PARKING NO.	LOCKER NO.
11	8	0.375	P-235	L-9
12	8	0.375	P-67	-
13	8	0.375	P-68	-
14	8	0.344	P-69	-
15	8	0.375	P-70	-
16	8	0.344	P-71	-
17	8	0.344	P-72	-
18	8	0.344	P-73	-
19	8	0.375	P-258	-
20	8	0.344	P-259	-
21	8	0.375	P-260	-
22	8	0.375	P-261	L-23
1	9	0.375	P-236	-
2	9	0.375	P-237	-
3	9	0.344	P-238	-
4	9	0.375	P-239	-
5	9	0.344	P-240	-
6	9	0.344	P-241	-
7	9	0.344	P-242	-
8	9	0.375	P-243	-
9	9	0.344	P-244	-
10	9	0.375	P-245	-
11	9	0.375	P-268	L-10
12	9	0.375	P-56	-
13	9	0.375	P-57	-
14	9	0.344	P-58	-
15	9	0.375	P-59	-
16	9	0.344	P-60	-
17	9	0.344	P-61	-
18	9	0.344	P-62	-
19	9	0.375	P-63	-
20	9	0.344	P-64	-
21	9	0.375	P-65	-
22	9	0.375	P-66	L-24
1	10	0.375	P-74	-
2	10	0.375	P-75	-
3	10	0.344	P-269	-
4	10	0.375	P-270	-
5	10	0.344	P-271	-
6	10	0.344	P-272	-
7	10	0.344	P-273	-
8	10	0.375	P-274	-
9	10	0.344	P-275	-
10	10	0.375	P-276	-
11	10	0.375	P-277	L-11
12	10	0.375	P-1	-
13	10	0.375	P-2	-
14	10	0.344	P-3	-
15	10	0.375	P-4	-
16	10	0.344	P-5	-
17	10	0.344	P-6	-
18	10	0.344	P-7	-
19	10	0.375	P-8	-
20	10	0.344	P-9	-
21	10	0.375	P-10	-
22	10	0.375	P-11	L-25

UNIT NO.	LEVEL NO.	PERCENTAGE OF COMMON INTEREST AND PROPORTION OF CONTRIBUTION TO COMMON EXPENSES	PARKING NO.	LOCKER NO.
1	11	0.375	P-153	-
2	11	0.375	P-154	-
3	11	0.344	P-155	-
4	11	0.375	P-156	-
5	11	0.344	P-157	-
6	11	0.344	P-158	-
7	11	0.344	P-159	-
8	11	0.375	P-160	-
9	11	0.344	P-161	-
10	11	0.375	P-162	-
11	11	0.375	P-163	L-12
12	11	0.375	P-12	-
13	11	0.375	P-13	-
14	11	0.344	P-14	-
15	11	0.375	P-15	-
16	11	0.344	P-16	-
17	11	0.344	P-17	-
18	11	0.344	P-18	-
19	11	0.375	P-19	-
20	11	0.344	P-20	-
21	11	0.375	P-21	-
22	11	0.375	P-22	L-26
1	12	0.375	P-142	-
2	12	0.375	P-143	-
3	12	0.344	P-144	-
4	12	0.375	P-145	-
5	12	0.344	P-146	-
6	12	0.344	P-147	-
7	12	0.344	P-148	-
8	12	0.375	P-149	-
9	12	0.344	P-150	-
10	12	0.375	P-151	-
11	12	0.375	P-152	L-13
12	12	0.375	P-23	-
13	12	0.375	P-24	-
14	12	0.344	P-25	-
15	12	0.375	P-26	-
16	12	0.344	P-27	-
17	12	0.344	P-28	-
18	12	0.344	P-29	-
19	12	0.375	P-30	-
20	12	0.344	P-31	-
21	12	0.375	P-32	-
22	12	0.375	P-33	L-27
1	13	0.375	P-120	-
2	13	0.375	P-121	-
3	13	0.344	P-122	-
4	13	0.375	P-123	-
5	13	0.344	P-124	-
6	13	0.344	P-125	-
7	13	0.344	P-125	-
8	13	0.375	P-127	-
9	13	0.344	P-128	-
10	13	0.375	P-129	-

UNIT NO.	LEVEL NO.	PERCENTAGE OF COMMON INTEREST AND PROPORTION OF CONTRIBUTION TO COMMON EXPENSES	PARKING NO.	LOCKER NO.
11	13	0.375	P-130	L-14
12	13	0.375	P-45	-
13	13	0.375	P-46	-
14	13	0.344	P-47	-
15	13	0.375	P-48	-
16	13	0.344	P-49	-
17	13	0.344	P-50	-
18	13	0.344	P-51	-
19	13	0.375	P-52	-
20	13	0.344	P-53	-
21	13	0.375	P-54	-
22	13	<u>0.375</u>	P-55	L-28
		100.000%		

SCHEDULE "E"

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

- (a) all sums of money levied against or charged to the corporation on account of any and all public and private suppliers of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges for:
 - insurance premiums
 - water and hydro
 - waste disposal
 - maintenance materials, tools and supplies
 - snow removal and landscaping
 - television antenna or cable;
- (b) the payment of realty taxes (including local improvement charges) levied against the entire property, until such time as taxes are levied against each unit;
- (c) remuneration payable by the corporation to any employees deemed necessary for the proper operation and maintenance of the property;
- (d) payment of any remuneration payable pursuant to any management contract which may be entered into between the corporation and a manager;
- (e) the cost of furnishings and equipment for use in and about the common elements including the repair, maintenance or replacement thereof;
- (f) the cost of legal, accounting, engineering

and auditing;

- (g) the cost of appraisals made pursuant to Article IX of this declaration;
- (h) the fees and disbursements of the Insurance Trustee;
- (i) the cost of maintaining fidelity bonds as provided in the by-laws;
- (j) the cost of borrowing money for the purpose of carrying out the objects and duties of the corporation.
- (k) the corporation share of the cost of operations of any recreation centre.

SCHEDULE "F"

EXCLUSIVE USE OF PARTS OF COMMON ELEMENTS

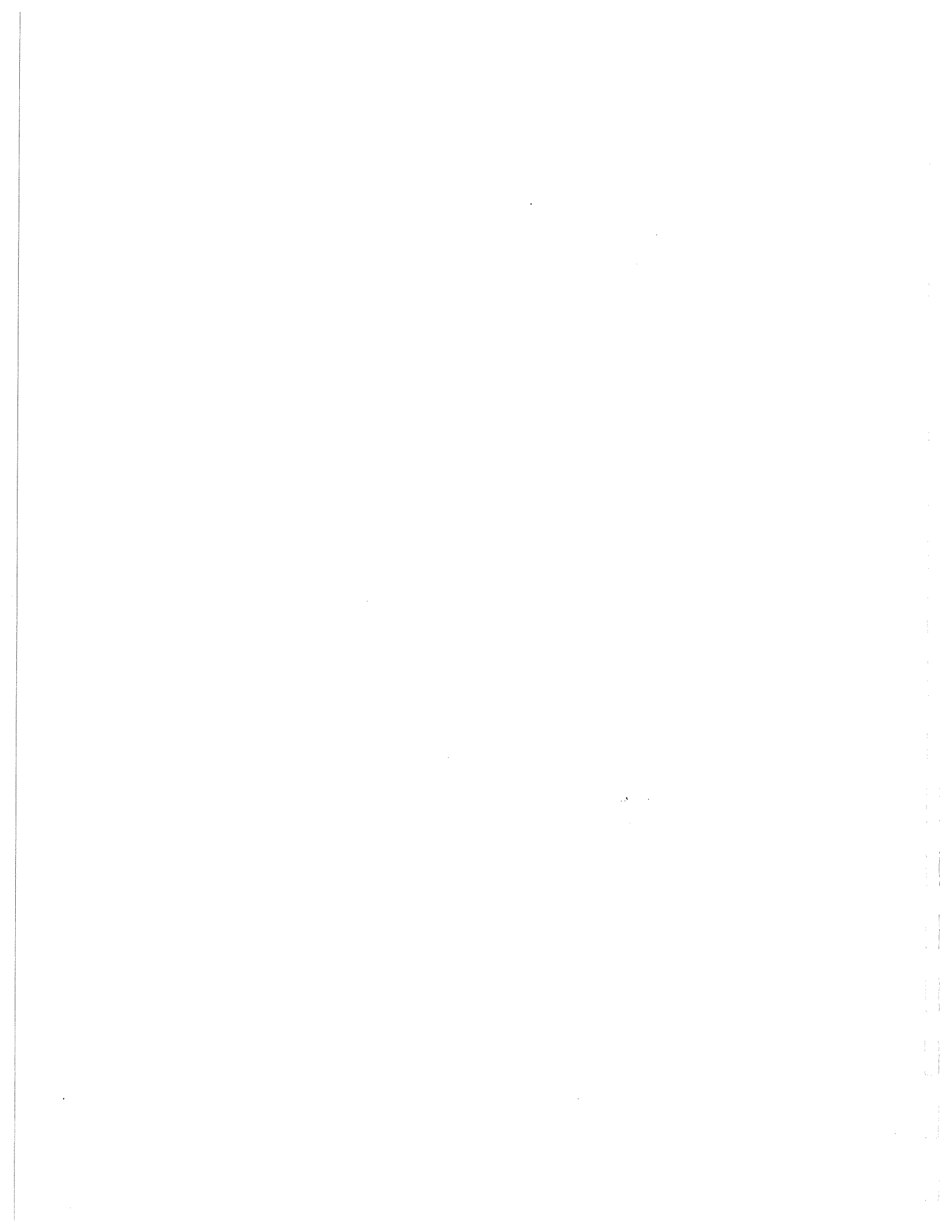
1.(a) The owner of each unit shall have the exclusive use, subject to the provisions of this declaration, the by-laws of the corporation, and the rules and regulations passed pursuant thereto, of a parking space or spaces designated in the description and having the number of such parking space opposite such unit in Schedule "D" attached hereto.

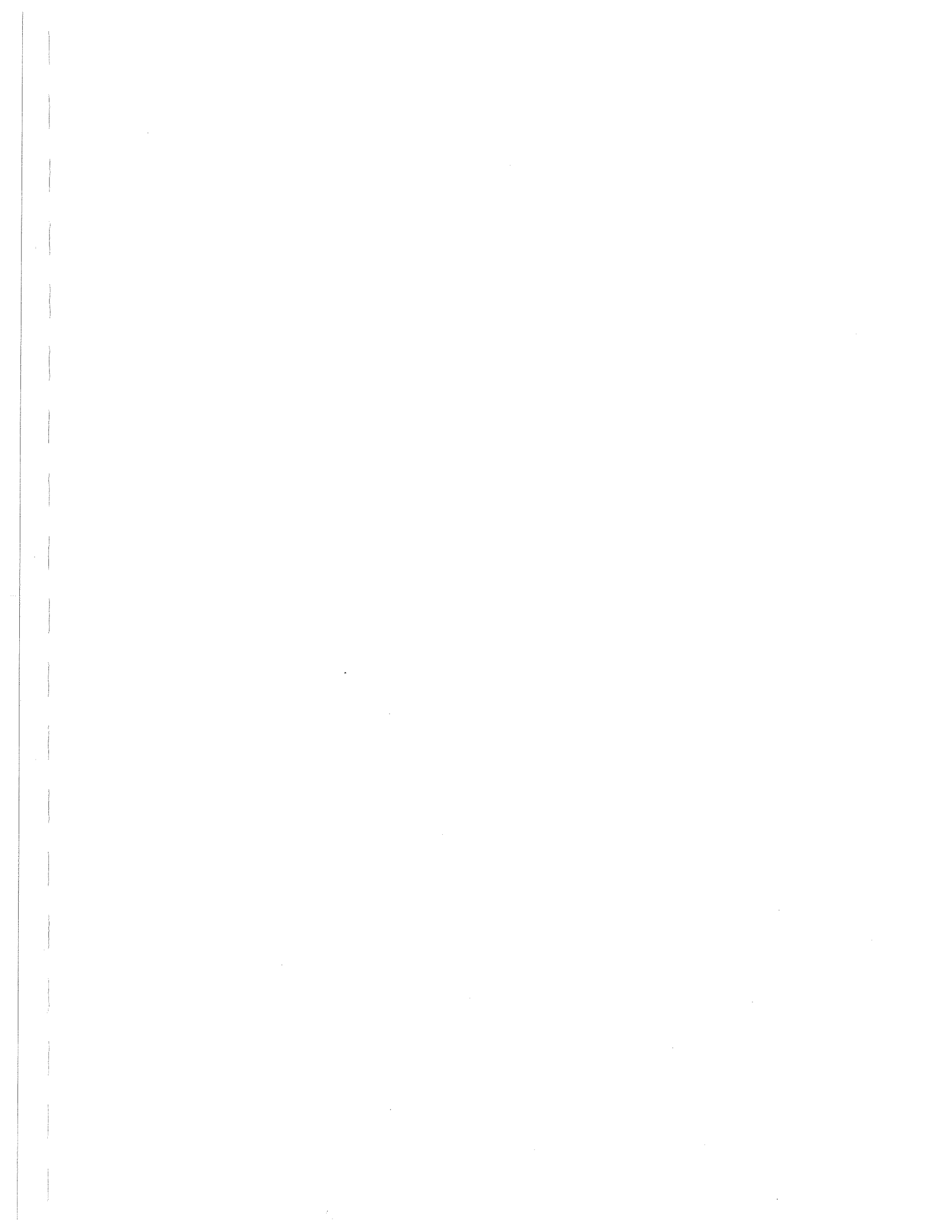
(b) The owner of each unit shall have the exclusive use, subject to the provisions of this declaration, the by-laws of the corporation, and the rules and regulations passed pursuant thereto, of a balcony to which the sole access is through such unit.

(c) The owner of each unit shall have the exclusive use, subject to the provisions of this declaration, the by-laws of the corporation, the rules and regulations passed thereto, of that area adjacent to such unit which has been designated as a patio on Sheet 4 of the description with the letter "A" preceding the number of such patio. The allocation of such patios shall be as follows:

<u>PATIO NUMBER</u>	<u>UNIT</u>	<u>LEVEL</u>
A1 and A2	2	1
A3	4	1
A4	5	1
A5 and A6	6	1
A7 and A8	7	1
A9 and A10	8	1
A11 and A12	9	1
A13	10	1
A14	11	1
A15	12	1
A16	13	1
A17	14	1

(d) The owner of certain units shall have the exclusive use, subject to the provisions of this declaration, the by-laws of the corporation and the rules and regulations passed pursuant thereto, of a storage room designated in the description and having the number of such storage room with the prefix "L" opposite such unit in Schedule "D" attached hereto.





DATED:

GOLDLIST CONSTRUCTION LIMITED
and
WOBURN GATE LIMITED

B-5233385

Received in the Office of
Land Titles at Toronto on
the 31st day of December,
1976 at 11:31 A.M.

D E C L A R A T I O N


GOODMAN AND CARR,
Barristers and Solicitors,
2800 York Centre,
145 King Street West,
Toronto, Ontario.
MSH 3K1

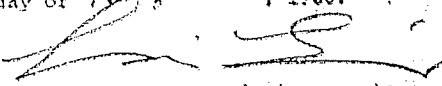
A F F I D A V I T

I, LARRY NEIL GINSLER, of the Town of Markham, in the Regional Municipality of York, make oath and say as follows:

1. I am the Solicitor acting on behalf of York Condominium Corporation No. 300, and made application on behalf of York Condominium Corporation No. 300, to obtain the Order of His Honour Judge Trotter, dated June 11, 1980. The said Order is in full force and effect and has not been stayed.

SWORN before me at the City of)
Toronto, in the Municipality of)
Metropolitan Toronto, this 30th)
day of August, 1980.)


Larry Neil Ginsler


A Commissioner, etc.,

U 28403

U 28493
THE LAID FILES ACT

By the Land Registry Office for the
of the County of York (1989) 1989/1989

1989/1989 - 1989/1989

DATED: August 19, 1989

Edward A. H. ...
York Condominium Corporation
1989/1989

YORK CONDOMINIUM CORPORATION
1989/1989

AMENDMENT TO DECLARATION AND
DESCRIPTION

ENGLISH 79/1843

PROPERTY OF THE
REGISTRY OFFICE

COOPERATION AND CARE
100 KING STREET WEST
TORONTO, ONTARIO M5X 1C4

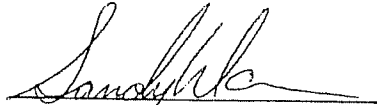
353
79-15-00

CERTIFICATE

Clause 17 of the Registry Act or
Clause 165 (2) (b) of the Land Titles Act.

CERTIFIED to be a true copy of
INST. LT. 28493.....

(taken from microfilm)



Asst. Deputy Land Registrar.

8 + 25K

I 23493

THE CONDOMINIUM ACT 1978, SECTION 3(8)

AMENDMENT TO DECLARATION AND DESCRIPTION

YORK CONDOMINIUM CORPORATION NO. 300 hereby applies to have the Declaration and Description for York Condominium Plan No. 300 amended pursuant to an Order of His Honour Judge Trotter, of the County Court of The Judicial District of York, dated June 11, 1980.

The evidence in support of this Application consists of:

1. The original Order of His Honour Judge Trotter of The Judicial District of York, dated June 11, 1980.
2. The Affidavit of Larry Neil Ginsler, Solicitor.

The address of the applicant for service is 50 and 60 Inverlochy Boulevard, Thornhill, Ontario.

YORK CONDOMINIUM CORPORATION NO. 300
by its Solicitors herein,
GOODMAN AND CARR

Per:



Handwritten notes in left margin:
1/11/80
1/11/80
1/11/80

M39005/

[Handwritten signature]

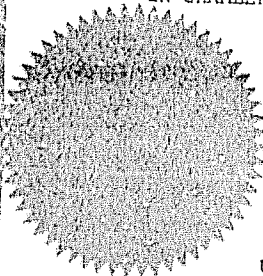
IN THE COUNTY COURT OF THE JUDICIAL DISTRICT OF YORK

HIS HONOUR JUDGE TROTTER) WEDNESDAY, THE 11TH DAY
IN CHAMBERS) OF JUNE, 1980.

IN THE MATTER OF The Condominium Corporation
Act, 1978, S.O., 1978, Chapter 84;

AND IN THE MATTER OF York Condominium
Corporation No. 300.

ORDER



UPON the application of York Condominium Corporation
No. 300 for an Order directing amendments to the description
and declaration of York Condominium Corporation No. 300, upon
hearing read the Affidavit of Marie Young, sworn the 28th day
of April, 1980, and the exhibits thereto, the Affidavit of
Service of Gail Neilson, and the attachments thereto, and the
Consent of the Toronto-Dominion Bank, filed in the presence of
counsel for York Condominium Corporation No. 300, no one else
appearing:

1. IT IS ORDERED that the description of York Condominium
Corporation No. 300 be amended by deleting therefrom Part 1,
Sheet 1 of the description registered in the Land Registry Office,
Land Titles Division for Toronto (No. 66) and replacing the same
with a revised Part 1, Sheet 1, a copy of which is marked as
Schedule "A", and attached to and forming part of this Order,
reflecting the re-designation of former unit 11, level 1 as part
of the common elements, being the superintendent's unit, and the

the re-numbering of former unit 12, level 1, as unit 11, level 1, the former unit 12, level 1 as unit 12, level 1, and the former unit 14, level 1 as unit 13, level 1.

2. AND IT IS FURTHER ORDERED that the description of York Condominium Corporation No. 100 be amended by deleting therefrom Part 1, Sheet 4 of the description registered in the Land Registry Office, Land Titles Division for Toronto (No. 66) and replacing the same with a revised Part 1, Sheet 4, a copy of which is marked as Schedule "B" and attached to and forming part of this Order, reflecting the re-designation of former patio no. A-14 as part of the common elements, namely the patio adjoining the superintendent's unit, and the re-numbering of former patio A-15 as A-14, former patio A-16 as A-15, and former patio A-17 as A-16.

3. AND IT IS FURTHER ORDERED that the declaration of York Condominium Corporation No. 200 registered in the Land Registry Office, Land Titles Division for Toronto (No. 68) as instrument no. H-521383 L. be amended as follows:

By deleting therefrom Schedule "F" and replacing the same with revised Schedule "F", a copy of which is marked as Schedule "C" and attached to and forming part of this Order, reflecting the re-designation and re-numbering of patios as shown on Part 1, Sheet 4 of the amended description.

ENTERED O.S. No. 463
Page No. 578-579
Number 100-20
24 day of ... 1972

[Signature]
D. MOTTERSHEAD

QQQ, REGISTERED PLAN 7686

YORK CONDOMINIUM PLAN No. 800

SHEET 1 OF 4 SHEETS

LEVEL 1
UNITS 1 TO 13 (INCLUSIVE)

PART 1
INDEX OF SHEETS

- SHEET 1 - PLAN OF SURVEY SHOWING DIMENSIONS OF LAND, GENERAL CONFIGURATION OF BOUNDARIES, AREA OF UNIT, LEVELS, ETC.
- SHEET 2 - PLAN OF COMPLETION OF LEVELS TO BE INCLUSIVE LEVELS 2 TO 12.
- SHEET 3 - PLAN SHOWING EXISTENT AND LOCATED OF EXISTING AND PROPOSED COMMON ELEMENTS TO BE INCLUSIVE LEVELS 1 TO 12.
- SHEET 4 - PLAN SHOWING EXISTENT AND LOCATED OF EXISTING AND PROPOSED COMMON ELEMENTS TO BE INCLUSIVE LEVELS 1 TO 12.

REGISTERED IN THE LAND REGISTRY OFFICE, LAND OFFICE, ON THE 31ST DAY OF DECEMBER, 1971.
P.I. GROSS

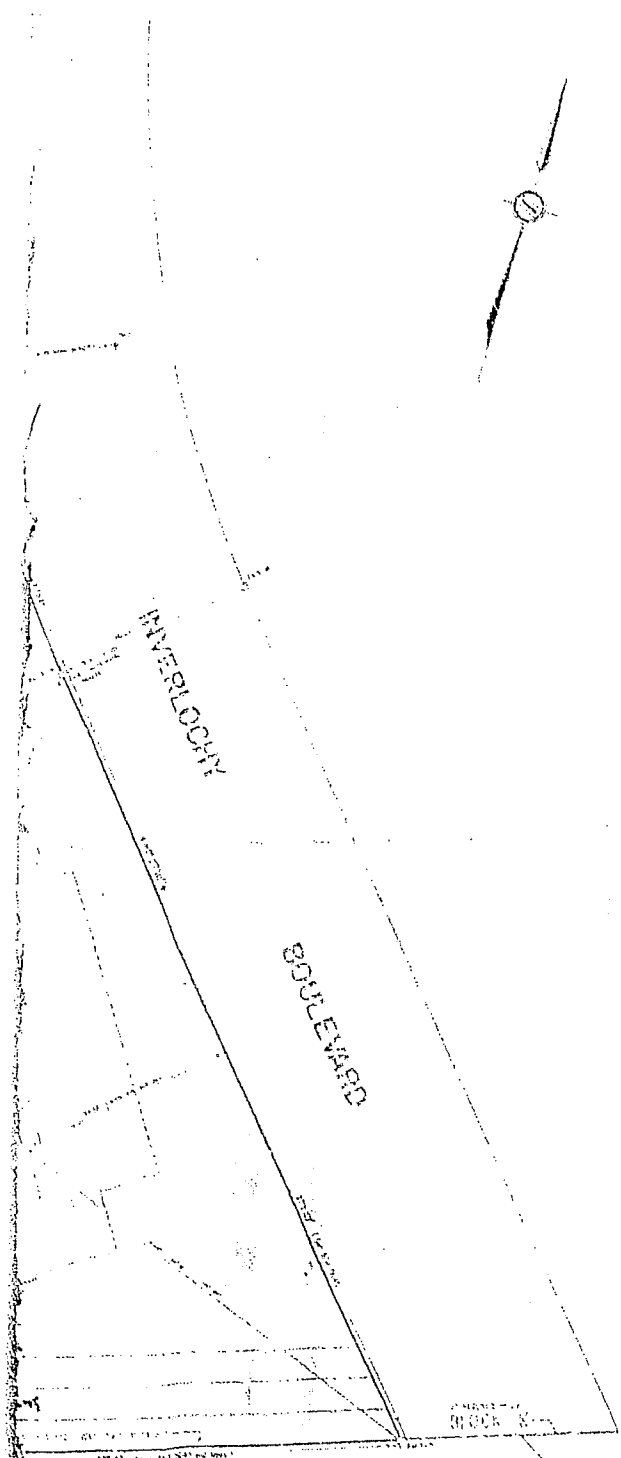
APPROVED FOR REGISTRATION
29TH DEC, 1971
E. S. SMITH
MAY EXAMINER OF PLANS

DECLARATION REGISTERED AS 4. B. GROSS
LT-2575

PART 2
SHEETS TO BE APPROVED BY BOARD OF MANAGERS

PART 3
SHEETS TO BE STRUCTURAL PLANS OF THE BUILDING

[Handwritten notes and signatures]



NOTES AND LEGEND

- UNIT DEFINITION: THE PORTIONS CONTAINING THE EXTERIOR AND LOCATION OF THE UNITS AND THE WALLS, THE FLOORS AND THE COMMON ELEMENTS PARTICULARLY DEMANDER IN THE DECLARATION.
- BOUNDARY WALLS: SHOWN AND REFERRED TO IN THE COMPLETION OF THE COMMON ELEMENTS OF PARTICULARS IN ACCORDANCE WITH PLANS AND SECTIONS.
- WALL: DENOTES WALLS BEING IN COMMON.
- WALL: DENOTES EXTERIOR WALLS (ON 4 SIDES).
- WALL: DENOTES EXTERIOR WALLS AND BALCONIES OF COMMON ELEMENTS.
- WALL: DENOTES INTERIOR OF EXTERIOR SIDE OF EXTERIOR WALL AT LOCATED.
- STRUCTURE: DENOTES WALLS AND IS EXTERIOR BUILDINGS.
- THE FLOOR SLABS ARE TO THE EXTERIOR COMMONS OF THE UNITS, EXTERIOR OF THE BUILDINGS AT GROUND LEVEL (LEVEL 1) AND TO THE EXTERIOR COMMONS OF THE UNDERGROUND GARAGE AT GROUND LEVEL.
- THE DECLARATION OF APPLICABLE INTERESTS ARE REFERRED TO IN THE DECLARATION.
- PORTIONS SHOWN INCORPORATED WITHIN THE MANUFACTURE OF THE UNITS AND INCORPORATED EXTERIOR COMMON ELEMENTS AND ARE PART OF THE COMMON ELEMENTS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND TRULY REPRESENT THE CONSTRUCTION AND THE DIMENSIONS AND THE BOUNDARIES OF THE UNITS AND COMMON ELEMENTS.
2. I WAS PRESENT AT ALL THE NECESSARY LOCATIONS TO VERIFY THE DIMENSIONS AND THE PLAN.
3. THE PLAN CONFORMS TO THE REQUIREMENTS OF THE DECLARATION.
4. THE SURVEY WAS COMPLETED IN ACCORDANCE WITH THE DECLARATION.

MARSHALL MACLEIN SURVEYORS LIMITED
DATE: 29TH DEC 1971
[Signature]

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE DIMENSIONS SHOWN IN THIS PLAN AND SECTIONS ARE TRUE AND CORRECT, AND THAT THE UNITS AND COMMON ELEMENTS ARE IN ACCORDANCE WITH THE DECLARATION.
DATE: 29TH DEC 1971
[Signature]

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE DIMENSIONS SHOWN IN THIS PLAN AND SECTIONS ARE TRUE AND CORRECT, AND THAT THE UNITS AND COMMON ELEMENTS ARE IN ACCORDANCE WITH THE DECLARATION.
DATE: 29TH DEC 1971
[Signature]

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAN ACCURATELY SHOWS THE RELATIONSHIP BETWEEN THE DIMENSIONS OF UNITS AND THE DECLARATION.
DATE: 29TH DEC 1971
[Signature]

SECTION "A-A"

MARSHALL MACLEIN SURVEYORS LIMITED
DATE: 29TH DEC 1971
[Signature]

MARSHALL MACLEIN SURVEYORS LIMITED
DATE: 29TH DEC 1971
[Signature]

MARSHALL MACLEIN SURVEYORS LIMITED
DATE: 29TH DEC 1971
[Signature]

PART
PLAN 66 R-7020

PLAN OF SURVEY OF BLOCKS E AND QQQ, REG AND PART OF LOT 32, CONCESSION 1 TOWN OF MARKHAM REGIONAL MUNICIPALITY OF YORK

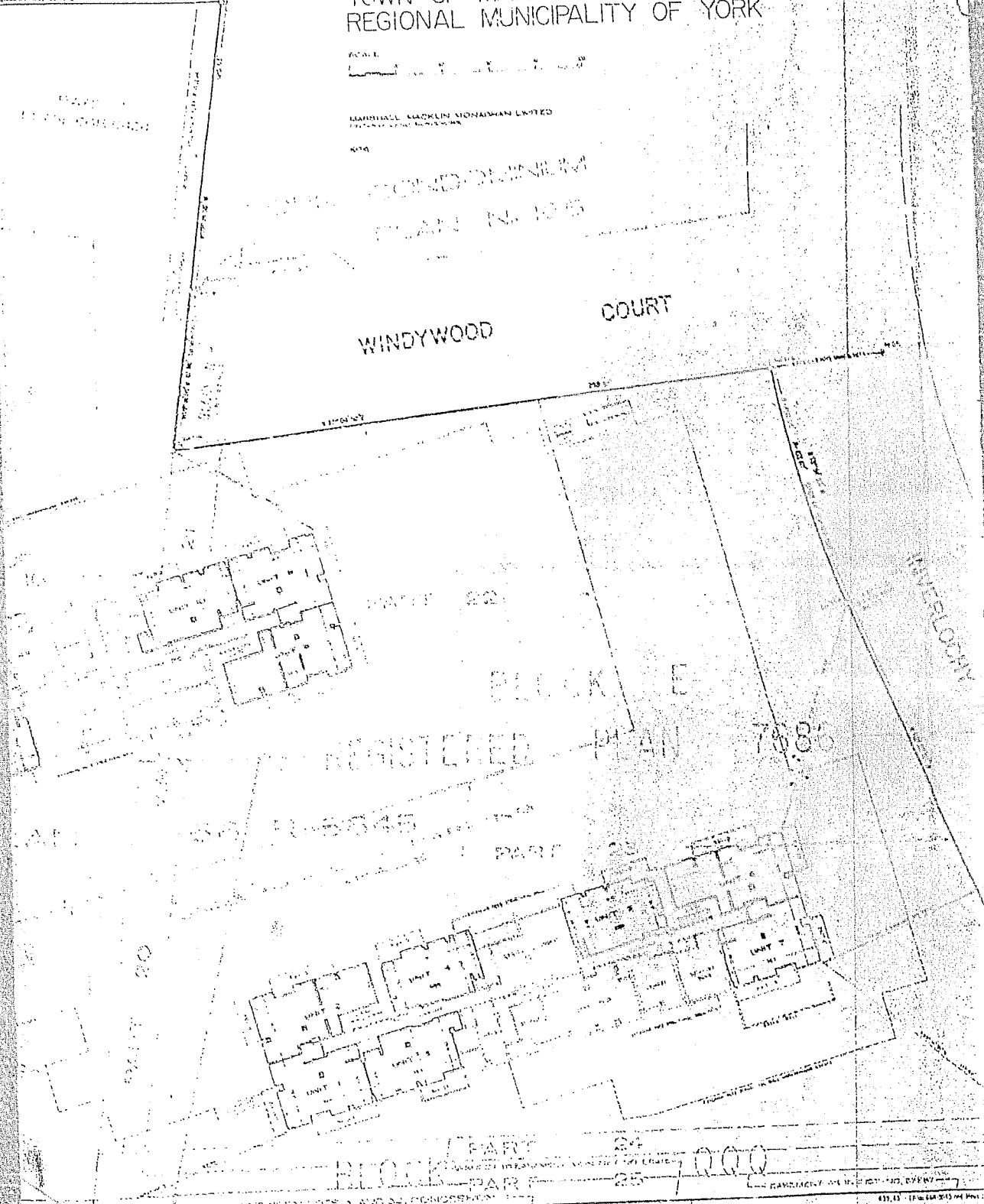
SCALE

MARSHALL SACKLIN MONAHAN LIMITED
REGISTERED PROFESSIONAL ENGINEERS

WINDYWOOD COURT
PLAN N. 100

WINDYWOOD COURT

COURT



REGISTERED PLAN 7085
CONCESSION 1
DESCRIBED IN INST. No. 36053
CONCESSION 1

YONGE STREET
THE KING'S HIGHWAY No. 11

PART 1
SECTION 30
PLAN 66 R

PART 2
PLAN 158 R-6000

CONFESSION

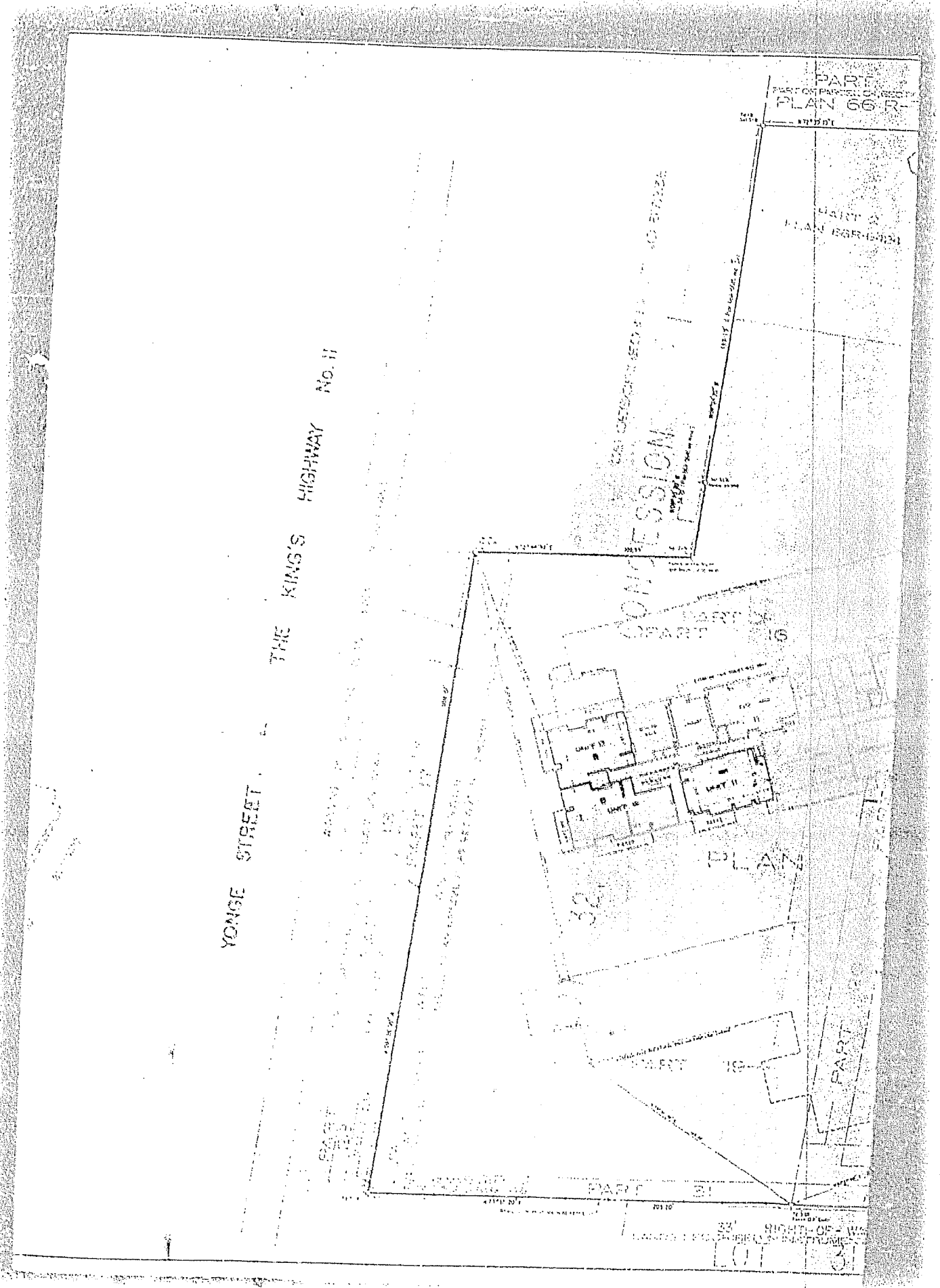
PART 3
SECTION 30

PLAN

PART 4

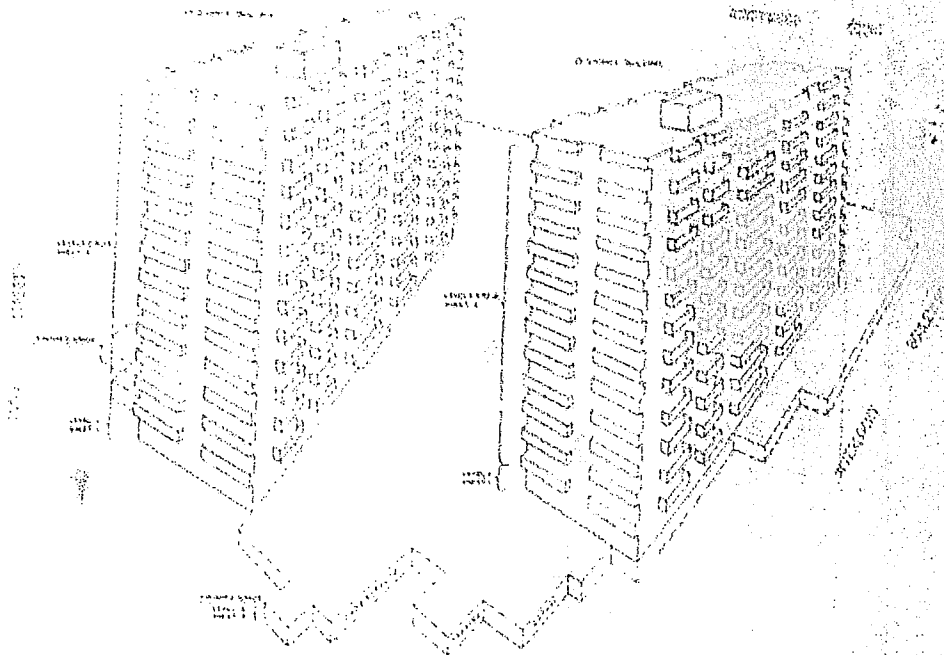
PART 5

RIGHTS OF WAY
LOT 31

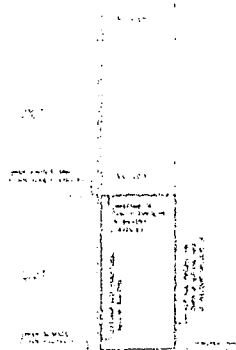


SCHEDULE "A"

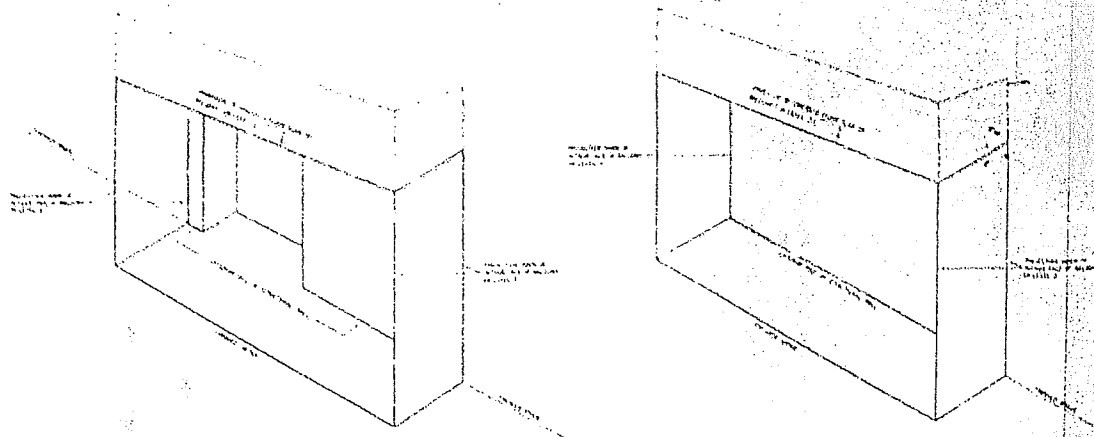
PERSPECTIVE DIAGRAM
FOR BUILDING



SCHEDULE "B"

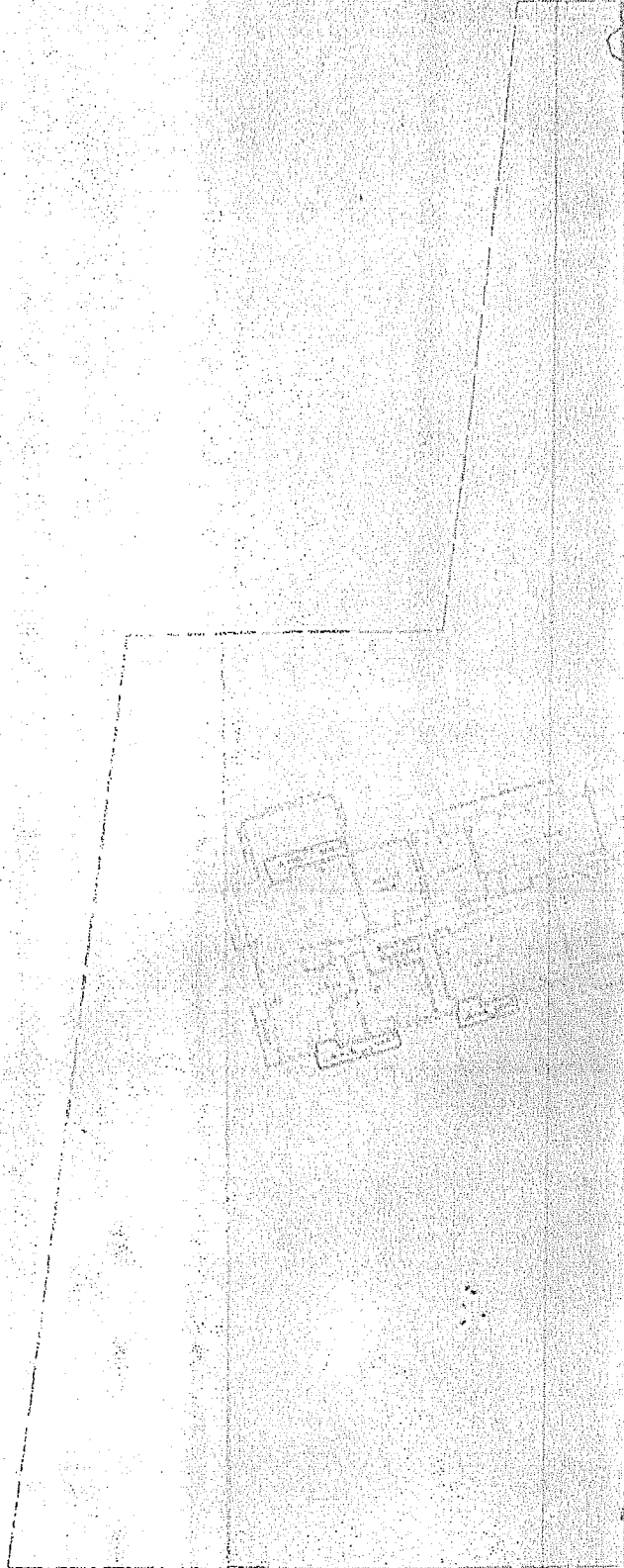
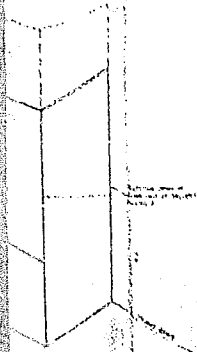


PL. NCAL. PARTON. TO ILLUSTRATE LIMITS OF ENCLUMBE (SEE PARTON - LEVEL 1)



PERSPECTIVE TO ILLUSTRATE LIMITS OF ENCLUMBE (SEE PARTON - LEVEL 1)

YONGE STREET
THE KING'S HIGHWAY No. 11



PLAN SHOWING EXTENT AND LOCATION OF
OF THE COMMON ELEMENT ON LEVEL J

SCALE

MARSHALL MACHREBI MORADIAN LIMITED

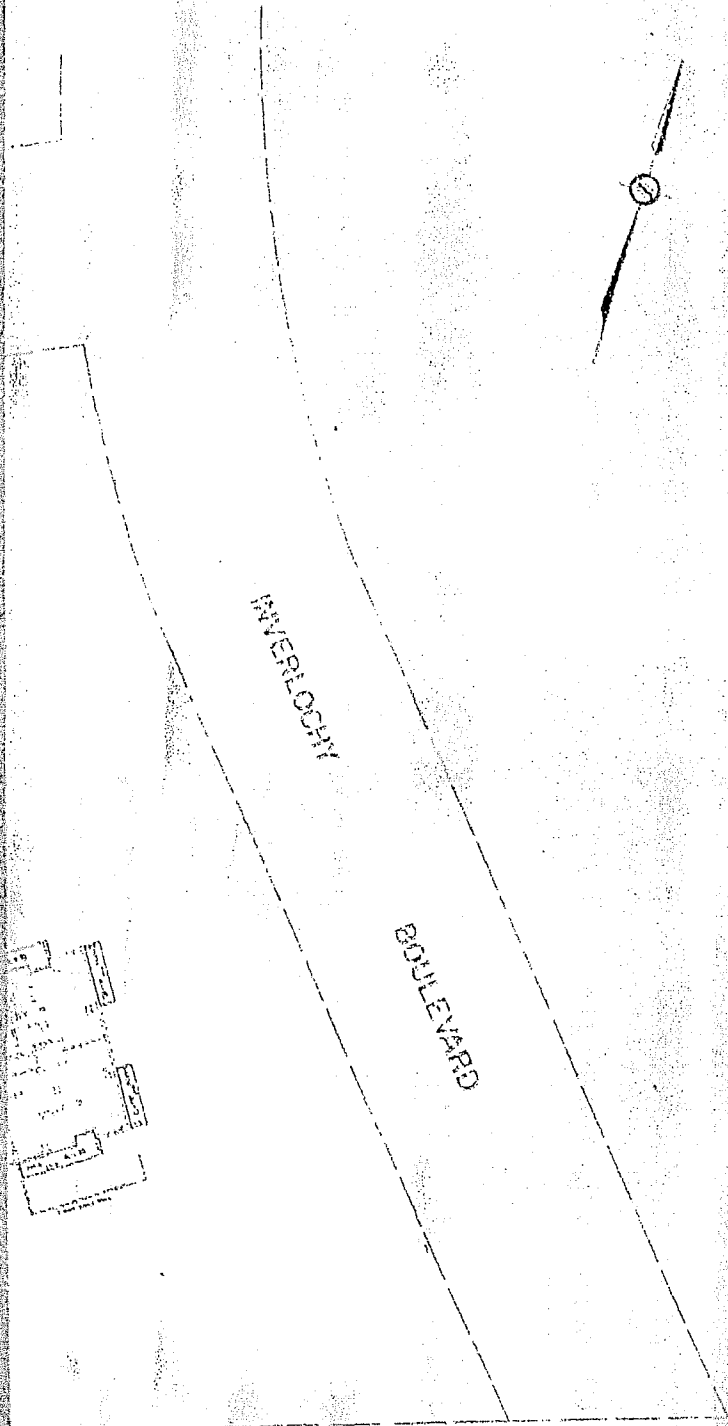
1978

WINDYWOOD

COURT



LOCATION OF EXCLUSIVE USE PORTIONS ON LEVEL 1



NOTE:
 THE PORTION SHOWN ON THIS PLAN IS
 THE PORTION OF THE EXCLUSIVE USE
 PORTION WITH AN AREA OF 10,000 SQ. FT.
 AND A PERCENTAGE OF 10% OF THE
 TOTAL AREA OF THE EXCLUSIVE USE
 PORTION. A 10% PORTION OF THE EXCLUSIVE
 USE PORTION IS SHOWN ON THIS PLAN.
 THE AREA OF THE EXCLUSIVE USE PORTION
 IS 100,000 SQ. FT.

SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THE EXCLUSIVE
 USE PORTION OF THE EXCLUSIVE
 USE PORTION IS SHOWN ON THIS PLAN.
 MICHAEL J. [Signature]
 SURVEYOR

MICHAEL J. [Signature]
 SURVEYOR

YORK CONDOMINIUM PLAN No. 300

SHEET 4 OF 4 SHEETS

LEVEL 1

LT-1574

PART 1

NOTE

THE OWNERS SHALL MAKE THE NECESSARY AND APPROPRIATE
THAT PORTION OF THE COMMON ELEMENTS NEARBY THE
STAIRS AND ELEVATOR AND NEARBY THE STAIRS AND
ELEVATOR. THE DESIGNATION SHALL BE AS INDICATED BY THE
OWNER, 2-3 NORTH 4, 4-5 NORTH, 6-7 and 8-9 NORTH. A FLOOR
NUMBER, A ROOM NUMBER, A UNIT NUMBER OR A FLOOR, A
ROOM, A UNIT, A ROOM, A UNIT, A ROOM, A UNIT, A ROOM, A UNIT,
A ROOM, A UNIT, A ROOM, A UNIT, A ROOM, A UNIT, A ROOM, A UNIT,

DESIGNED INDICATION OF EXCLUSIVE USE PORTION
OF THE COMMON ELEMENTS

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAN ACCURATELY SHOWS THE
EXTENT AND LOCATION OF THE EXCLUSIVE USE PORTIONS OF THE
COMMON ELEMENTS

MARSHALL HACKLER PROFESSIONAL LIMITED
ENGINEERS AND SURVEYORS

DATE: *October 11, 2011* BY: *Marshall Hackler*

SCHEDULE "C"

SCHEDULE "D"

EXCLUSIVE USE OF PARTS OF COMMON ELEMENTS

1. (a) The owner of each unit shall have the exclusive use, subject to the provisions of this declaration, the by-laws of the corporation, and the rules and regulations passed pursuant thereto, of a parking space or spaces designated in the description and having the number of such parking space opposite such unit in Schedule "D" attached hereto.

(b) The owner of each unit shall have the exclusive use, subject to the provisions of this declaration, the by-laws of the corporation, and the rules and regulations passed pursuant thereto, of a balcony to which the sole access is through such unit.

(c) The owner of each unit shall have the exclusive use, subject to the provisions of this declaration, the by-laws of the corporation, the rules and regulations passed thereto, of that area adjacent to such unit which has been designated as a patio on Sheet 1 of the description with the letter "A" preceding the number of such patio. The allocation of such patios shall be as follows:

<u>PATIO NUMBER</u>	<u>UNIT</u>	<u>LEVEL</u>
A1 and A2	2	1
A3	4	1
A4	5	1
A5 and A6	6	1
A7 and A8	7	1
A9 and A10	8	1
A11 and A12	9	1
A13	10	1
A14	11	1
A15	12	1
A16	13	1

(d) The owner of certain units shall have the exclusive use, subject to the provisions of this declaration, the by-laws of the corporation and the rules and regulations passed pursuant thereto, of a storage room designated in the description and having the number of such storage room with the prefix "L" opposite such unit in Schedule "B" attached hereto.

IN THE COUNTY COURT OF THE
JUDICIAL DISTRICT OF YORK

IN THE MATTER OF THE
Condominium Corporation Act,
1978, S.O., 1978, Chap. 84

AND IN THE MATTER OF THE
Condominium Corporation
No. 300

O R D E R

(BNCC/79/1043)

GOODMAN AND CARR
140 YORK STREET
140 KING STREET WEST
TORONTO, ONTARIO M5H 1E1

8 + 25K
[28493

THE CONDOMINIUM ACT 1978, SECTION 3(8)

AMENDMENT TO DECLARATION AND DESCRIPTION

YORK CONDOMINIUM CORPORATION NO. 300 hereby applies to have the Declaration and Description for York Condominium Plan No. 300 amended pursuant to an Order of His Honour Judge Trotter, of the County Court of The Judicial District of York, dated June 11, 1980.

The evidence in support of this Application consists of:

1. The original Order of His Honour Judge Trotter of The Judicial District of York, dated June 11, 1980.
2. The Affidavit of Larry Neil Ginsler, Solicitor.

The address of the applicant for service is 50 and 60 Inverlochy Boulevard, Thornhill, Ontario.

YORK CONDOMINIUM CORPORATION NO. 300
by its Solicitors herein,
GOODMAN AND CARR

Per: 

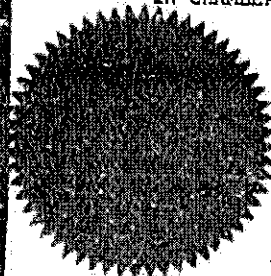
*Approved
[Signature]*

M38005/~~1/2/1980~~

[Handwritten signature]

IN THE COUNTY COURT OF THE JUDICIAL DISTRICT OF YORK

HIS HONOUR JUDGE TROTTER)
IN CHAMBERS) WEDNESDAY, THE 11TH DAY
OF JUNE, 1980.



IN THE MATTER OF The Condominium Corporation
Act, 1978, S.O., 1978, Chapter 84;

AND IN THE MATTER OF York Condominium
Corporation No. 300.

ORDER

UPON the application of York Condominium Corporation
No. 300 for an Order directing amendments to the description
and declaration of York Condominium Corporation No. 300, upon
hearing read the Affidavit of Marie Young, sworn the 28th day
of April, 1980, and the exhibits thereto, the Affidavit of
Service of Gail Neilson, and the attachments thereto, and the
Consent of the Toronto-Dominion Bank, filed in the presence of
counsel for York Condominium Corporation No. 300, no one else
appearing:

1. IT IS ORDERED that the description of York Condominium
Corporation No. 300 be amended by deleting therefrom Part 1,
Sheet 1 of the description registered in the Land Registry Office,
Land Titles Division for Toronto (No. 66) and replacing the same
with a revised Part 1, Sheet 1, a copy of which is marked as
Schedule "A", and attached to and forming part of this Order,
reflecting the re-designation of former unit 11, level 1 as part
of the common elements, being the superintendent's unit, and the

the re-numbering of former unit 12, level 1, as unit 11, level 1, the former unit 13, level 1 as unit 12, level 1, and the former unit 14, level 1 as unit 13, level 1,

2. AND IT IS FURTHER ORDERED that the description of York Condominium Corporation No. 300 be amended by deleting therefrom Part 1, Sheet 4 of the description registered in the Land Registry Office, Land Titles Division for Toronto (No. 66) and replacing the same with a revised Part 1, Sheet 4, a copy of which is marked as Schedule "B" and attached to and forming part of this Order, reflecting the re-designation of former patio no. A-14 as part of the common elements, namely the patio adjoining the superintendent's unit, and the re-numbering of former patio A-15 as A-14, former patio A-16 as A-15, and former patio A-17 as A-16.

1. AND IT IS FURTHER ORDERED that the declaration of York Condominium Corporation No. 300 registered in the Land Registry Office, Land Titles Division for Toronto (No. 66) as instrument no. B-533388 L. amended as follows:

By deleting therefrom Schedule "F" and replacing the same with revised Schedule "F", a copy of which is marked as Schedule "C" and attached to and forming part of this Order, reflecting the re-designation and re-numbering of patio as shown on Part 1, Sheet 4 of the amended description.

ENTERED O.S. No. 469
Page No. 583-584
Date 1977-27
34 day


C. MOTTERSHEAD

0 QQQ, REGISTERED PLAN 7686

YORK CONDOMINIUM PLAN No. 300

SHEET 1 OF 4 SHEETS

**LEVEL I
UNITS 1 TO 15 (INCLUSIVE)**

**PART I
INDEX OF SHEETS**

- SHEET 1 - PLAN OF ENTIRE COMMON ELEMENTS OF CONDOMINIUM
- SHEET 2 - PLAN OF COMMON ELEMENTS OF LEVELS 2 TO 15
- SHEET 3 - PLAN SHOWING EXTENT AND LOCATION OF STRUCTURES AND POSITION OF COMMON ELEMENTS BEING PART OF THE COMMON ELEMENTS OF LEVEL I
- SHEET 4 - PLAN SHOWING EXTENT AND LOCATION OF STRUCTURES AND POSITION OF COMMON ELEMENTS BEING PART OF LEVEL I

REGISTERED IN THE LAND REGISTRY OFFICE, LAND REGISTRY DIVISION NO. 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

APPROVED FOR REGISTRATION
27 DEC 1978
E. S. SMITH
MAY EXAMINER OF PLANS

DECLARATION REGISTERED AS L.R. 38396
GT-38375

PART 2
WHERE THE PLAN SHOWS THE PLACE OF THE STRUCTURE.

PART 3
WHERE THE PLAN SHOWS THE PLACE OF THE STRUCTURE.

(Handwritten signatures and notes)

NOTES AND LEGEND

- UNIT DEFINITION: THE DIMENSIONS, COORDINATES, THE LEVELS AND LOCATION OF THE UNITS AND THE COMMON ELEMENTS, THE FLOORINGS AND THE CEILING AS WELL PARTICULARLY DESCRIBED IN THE DECLARATION.
- BOUNDARY: BOUNDARY BETWEEN THE UNITS OR THE BOUNDARY BETWEEN THE UNITS AND THE COMMON ELEMENTS IS INDICATED BY A DASHED LINE.
- STRUCTURE: STRUCTURE WHICH HAS ITS STOREY FLOORING THE SAME AS TO THE EXTERIOR COMPASS OF THE COMMON ELEMENTS OF THE BUILDING AT GROUND LEVEL (LEVEL 1) AND TO THE EXTERIOR COMPASS OF THE UNDERGROUND GARAGE AT GROUND LEVEL.
- COMMON ELEMENT: COMMON ELEMENTS ARE INDICATED BY A DASHED LINE.
- COMMON ELEMENTS: COMMON ELEMENTS ARE INDICATED BY A DASHED LINE.
- COMMON ELEMENTS: COMMON ELEMENTS ARE INDICATED BY A DASHED LINE.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SURVEYOR'S CERTIFICATE ON THIS PLAN IS ACCURATE AND THAT THE UNITS DESCRIBED ON THIS PLAN SUBSTANTIALLY REPRESENT THE UNITS WITHIN THE STRUCTURES.

(Signature)
DATE: 27 DEC 1978

OWNER'S CERTIFICATE

I HEREBY CERTIFY THAT THE SURVEYOR'S CERTIFICATE ON THIS PLAN IS ACCURATE AND THAT THE UNITS DESCRIBED ON THIS PLAN SUBSTANTIALLY REPRESENT THE UNITS WITHIN THE STRUCTURES.

(Signature)
DATE: 27 DEC 1978

SURVEYOR'S CERTIFICATE

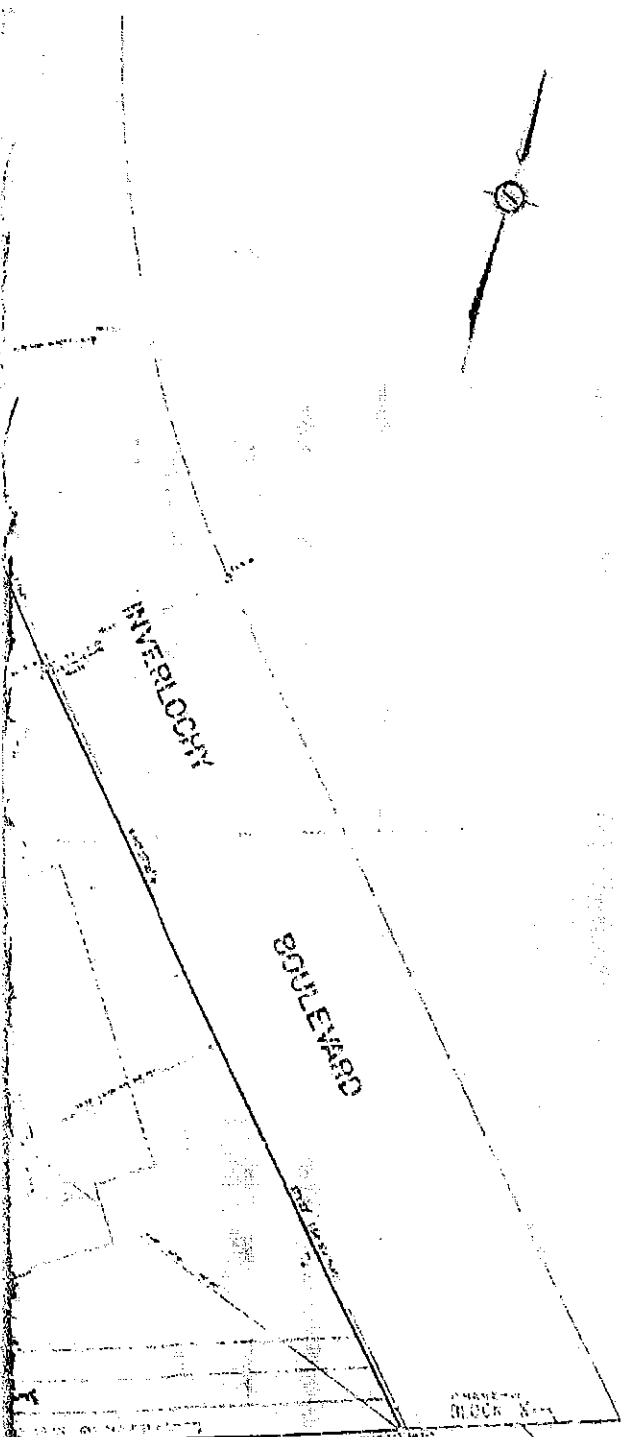
I HEREBY CERTIFY THAT THE SURVEYOR'S CERTIFICATE ON THIS PLAN IS ACCURATE AND THAT THE UNITS DESCRIBED ON THIS PLAN SUBSTANTIALLY REPRESENT THE UNITS WITHIN THE STRUCTURES.

(Signature)
DATE: 27 DEC 1978

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAN ACCURATELY SHOWS THE DIMENSIONS BETWEEN THE BOUNDARIES OF UNITS AND THE DIMENSIONS.

(Signature)
DATE: 27 DEC 1978



SECTION "a"
NO 38000

MANSELL MACLEIN HANSHAW ENGINEERS
Mansell Maclein Hanshaw Limited
270 Queen Street West, Toronto, Ontario M5H 1Y7
416-593-2121

UNIT 11 REDESIGNATED SUPERINTENDENT'S UNIT, SEPT 14, 1978

PART 1
PLAN 65 R-7020

PLAN OF SURVEY OF BLOCKS E AND QQQ, REG AND PART OF LOT 32, CONCESSION 1 TOWN OF MARKHAM REGIONAL MUNICIPALITY OF YORK

SCALE
1" = 100'

MARSHALL LUCKLIN MONAGHAN LIMITED
1074

WINDYWOOD CONDOMINIUM
PLAN N 185

WINDYWOOD COURT

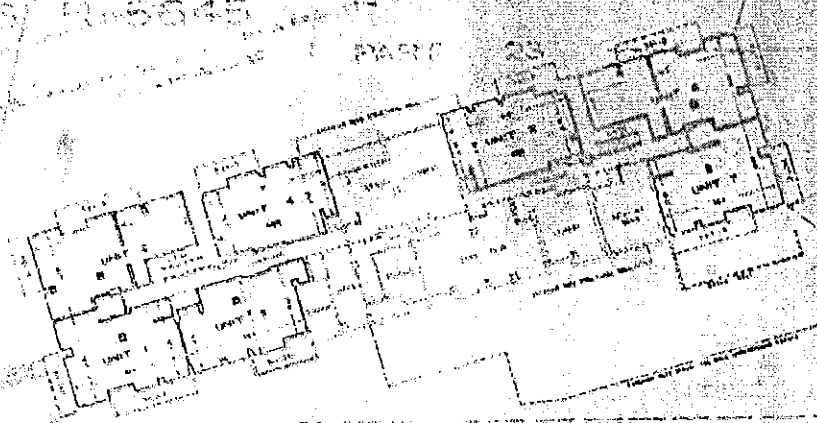


PART 20

BLOCK E

REGISTERED PLAN 7086

PLAN 65 R-5545



PART 24
BLOCK QQQ
PART 25
7000

RIGHT-OF-WAY AS DISCLOSED IN PLAN 65 R-7020

DECREASED

BASEMENT AS DISCLOSED IN INST No. 5000

IN INST

No. 36003

CONCESSION 1

YONGE STREET
THE KING'S HIGHWAY No. 11

PART
PART OF PLAN 66 R-1

PLAN 158 R-1 (1961)

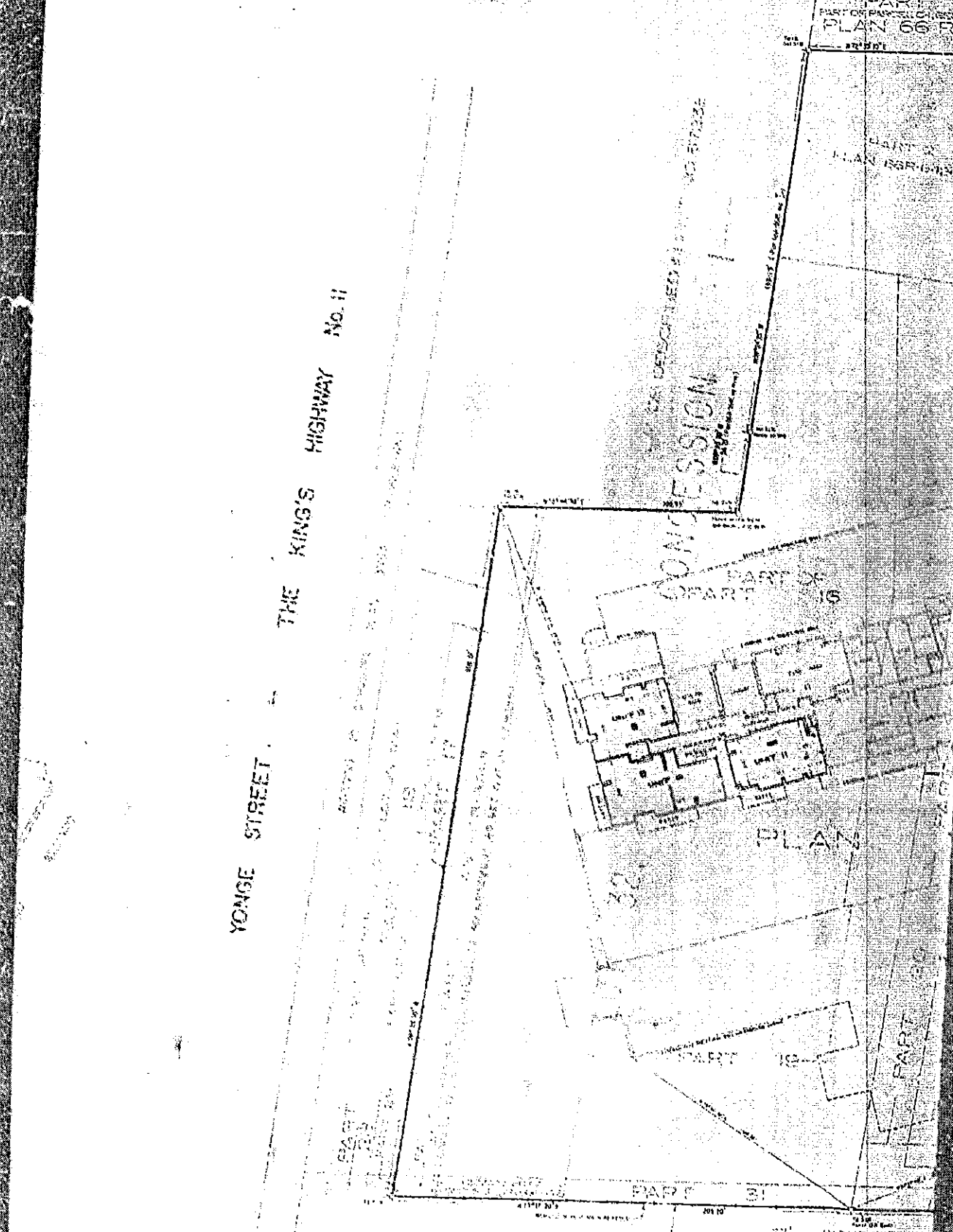
CONFESSION

PART 30

PLAN

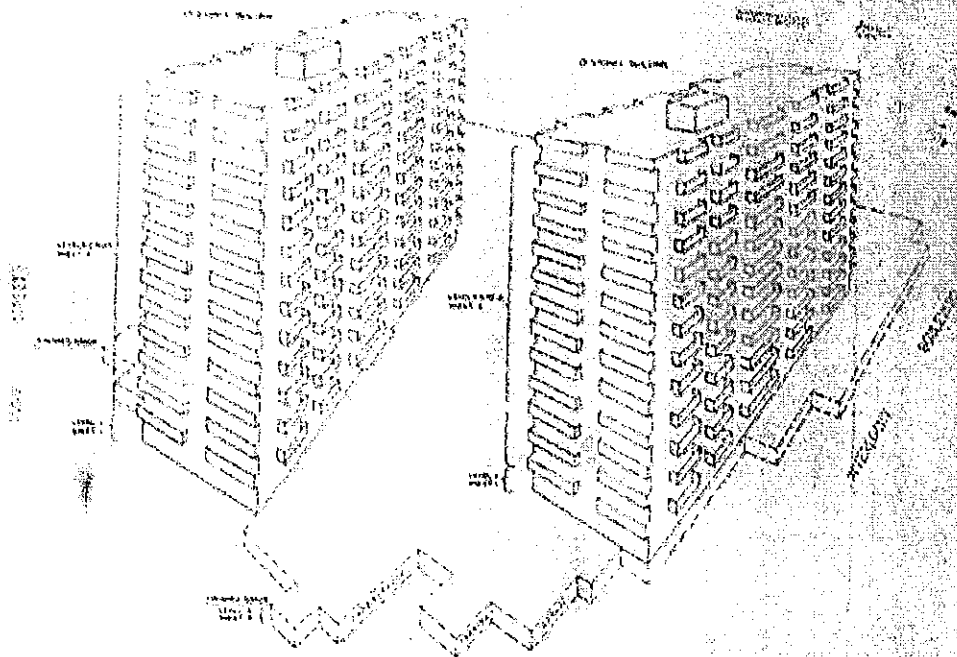
PART 31

33' RIGHT-OF-WAY
LOT 3

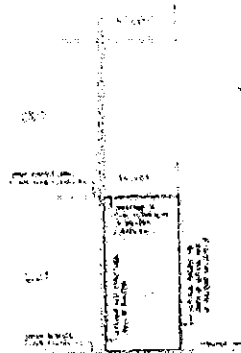


SCHEDULE "A"

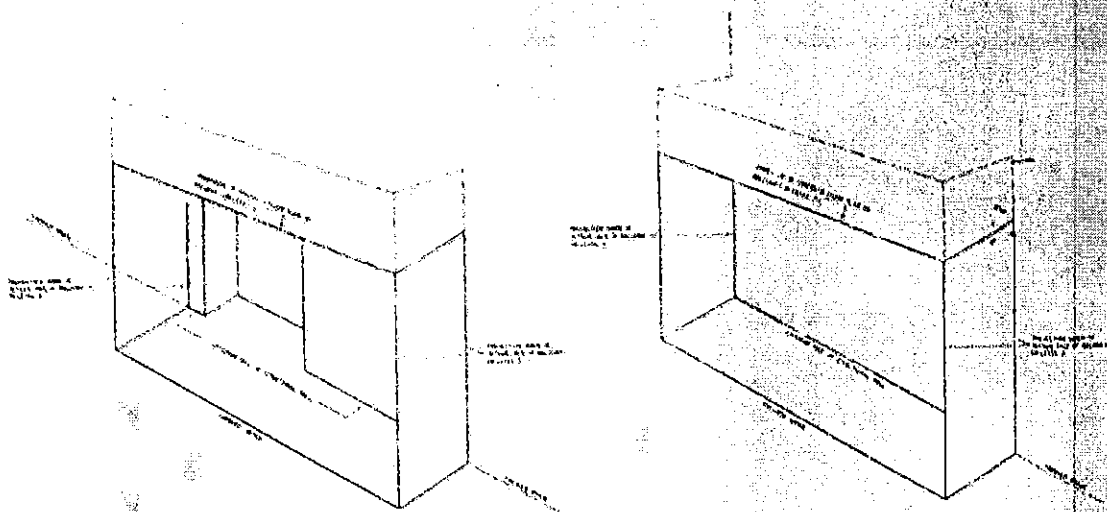
PERSPECTIVE DIAGRAM
NOT TO SCALE



SCHEDULE "B"

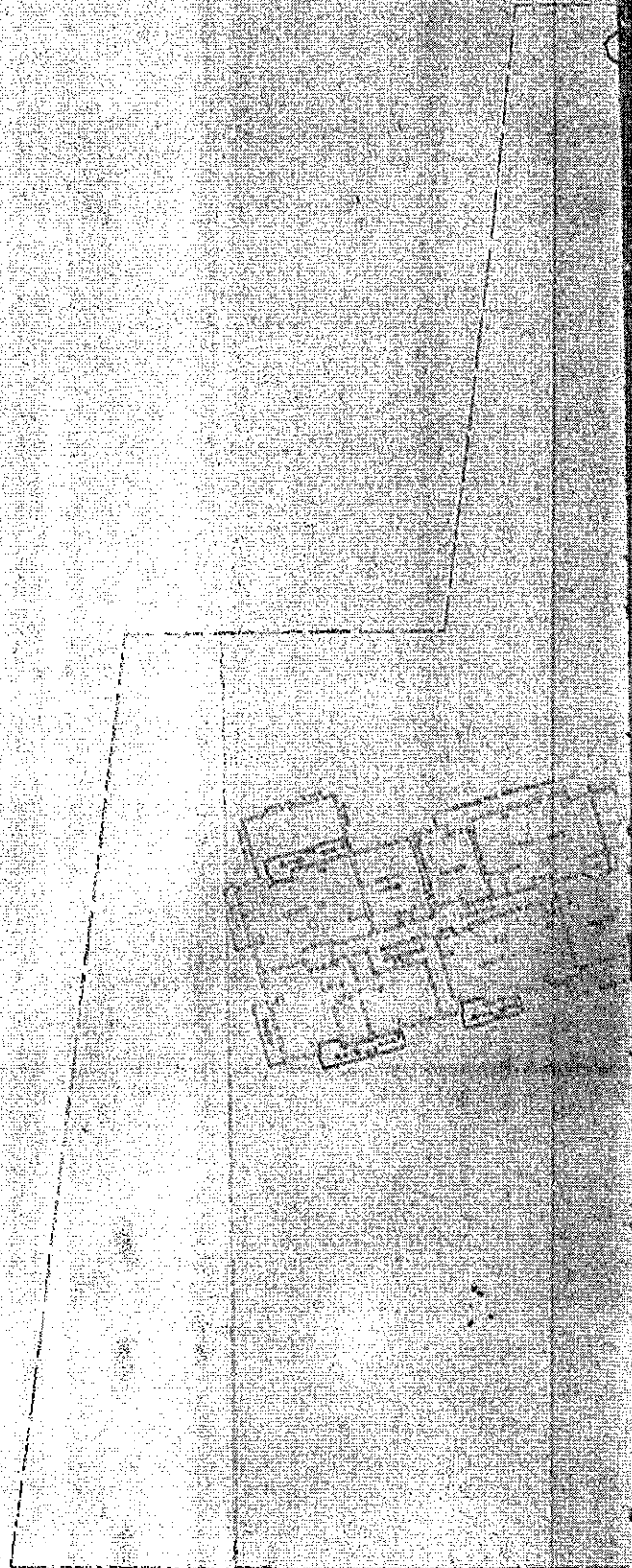


TYPICAL MATCH TO ILLUSTRATE LIMITS OF EXCLUSIVE USE PORTION - LEVEL 11



PERSPECTIVE TO ILLUSTRATE LIMITS OF EXCLUSIVE USE PORTION - LEVEL 11

YONGE STREET — THE KING'S HIGHWAY No. 11



PLAN SHOWING EXTENT AND LOCATION OF OF THE COMMON ELEMENT ON LEVEL

SCALE

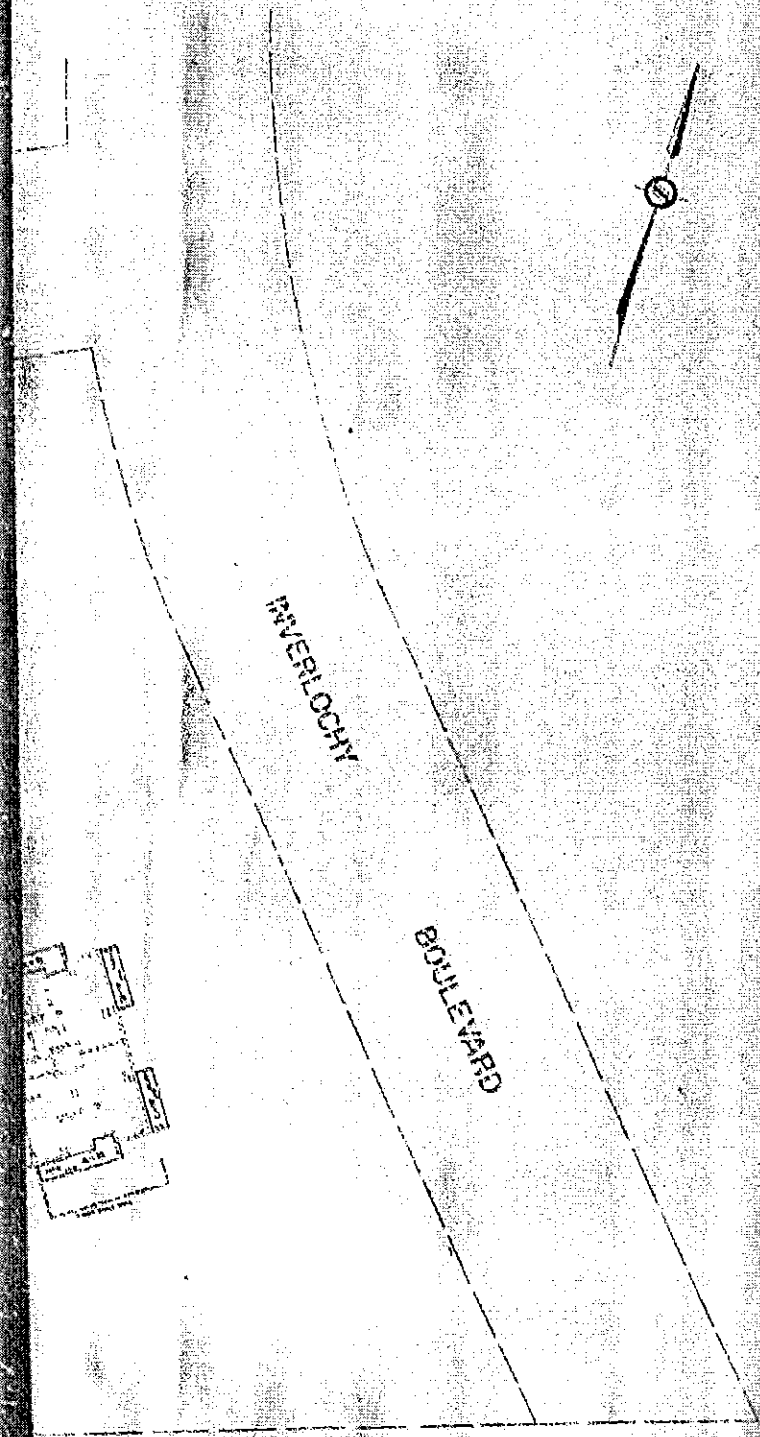
MARSHALL MAC KERR MONAGHAN LIMITED
REGISTERED ARCHITECTS

1078

WINDYWOOD COURT



LOCATION OF EXCLUSIVE USE PORTIONS ON LEVEL 1



NOTE
THIS PLAN IS MADE FOR THE PURPOSE OF
SHOWING THE LOCATION OF THE EXCLUSIVE USE
PORTIONS OF THE COMMON ELEMENTS OF THE
CONDOMINIUM. IT IS NOT TO BE USED AS A
BASIS FOR CONSTRUCTION OR AS A BASIS FOR
DETERMINING THE RIGHTS OF THE UNIT OWNERS.

DESIGNED BY: [Signature]

REVISIONS: [Signature]

DATE: [Signature]

YORK CONDOMINIUM PLAN No. 300

SHEET 4 OF 4 SHEETS

LEVEL 1

LT-3511

PART 1

NOTE

THE OWNER SHALL MAKE ALL REVISIONS TO THE CONDOMINIUM PLAN AND SHALL BE RESPONSIBLE FOR THE COST OF SUCH REVISIONS. THE REVISIONS SHALL BE MADE IN ACCORDANCE WITH THE CONDOMINIUM ACT AND THE CONDOMINIUM REGULATIONS. THE REVISIONS SHALL BE MADE IN ACCORDANCE WITH THE CONDOMINIUM ACT AND THE CONDOMINIUM REGULATIONS. THE REVISIONS SHALL BE MADE IN ACCORDANCE WITH THE CONDOMINIUM ACT AND THE CONDOMINIUM REGULATIONS.

REVISIONS TO THE CONDOMINIUM PLAN SHALL BE MADE IN ACCORDANCE WITH THE CONDOMINIUM ACT AND THE CONDOMINIUM REGULATIONS.

CONVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAN ACCURATELY SHOWS THE EXTENT AND LOCATION OF THE EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS.

MARSHALL MOORE INCORPORATED

NOTED AND ACCEPTED: *[Signature]*

SCHEDULE "C"

SCHEDULE "P"

EXCLUSIVE USE OF PARTS OF COMMON ELEMENTS

(a) The owner of each unit shall have the exclusive use, subject to the provisions of this declaration, the by-laws of the corporation, and the rules and regulations passed pursuant thereto, of a parking space or spaces designated in the description and having the number of such parking space opposite such unit in Schedule "D" attached hereto.

(b) The owner of each unit shall have the exclusive use, subject to the provisions of this declaration, the by-laws of the corporation, and the rules and regulations passed pursuant thereto, of a balcony to which the sole access is through such unit.

(c) The owner of each unit shall have the exclusive use, subject to the provisions of this declaration, the by-laws of the corporation, the rules and regulations passed thereto, of that area adjacent to such unit which has been designated as a patio on Sheet 1 of the description with the letter "A" preceding the number of such patio. The allocation of such patio shall be as follows:

<u>PATIO NUMBER</u>	<u>UNIT</u>	<u>NUMBER</u>
A1 and A2	2	1
A3	4	1
A4	5	1
A5 and A6	8	1
A7 and A8	9	1
A9 and A10	8	1
A11 and A12	9	1
A13	10	1
A14	11	1
A15	12	1
A16	11	2

(d) The owner of certain units shall have the exclusive use, subject to the provisions of this declaration, the by-laws of the corporation and the rules and regulations passed pursuant thereto, of a storage room designated in the description and having the number of such storage room with the prefix "I" opposite such unit in Schedule "D" attached hereto.

IN THE COUNTY COURT OF THE
JUDICIAL DISTRICT OF YORK

IN THE MATTER OF The
Condominium Corporation Act,
1978, S.O., 1978, Chapter R

AND IN THE MATTER OF YORK
Condominium Corporation
No. 300

O R D E R

(BNC/79/1843)

GOODMAN AND CARR
1500 YORK STREET
115 KING STREET WEST
TORONTO, ONTARIO M5H 2E1

YORK CONDOMINIUM CORPORATION NO. 300

BY-LAW NO. 3

BE IT ENACTED as a by-law of York Condominium Corporation No. 300 (hereinafter referred to as the "Corporation") as follows:

That the President and Secretary may from time to time enter into an agreement with an Insurance Trustee respecting insurance for the Corporation, in the general form, a copy of which is hereto annexed.

York Condominium Corporation No. 300 hereby enacts the foregoing By-law No. 3 by the vote of its sole member, Goldlist Construction Limited and Woburn Gate Limited, who own one hundred percent (100%) of the common elements.

DATED at Toronto, this 31st day of December, 1976.

YORK CONDOMINIUM CORPORATION NO. 300
by its sole member

GOLDLIST CONSTRUCTION LIMITED

Per: [Signature]

Per: [Signature]

WOBURN GATE LIMITED

Per: [Signature]

Per: [Signature]

*Trustee cancelled
under Condominium Act, 1998*

INSURANCE TRUST AGREEMENT

THIS AGREEMENT made in duplicate this 31st day
of December , 1976.

B E T W E E N:

YORK CONDOMINIUM CORPORATION
NO. 300 , a Condominium located
in the Regional Municipality
of York, in the Province of
Ontario,

hereinafter called the "Settlor"

OF THE FIRST PART,

- and -

THE CANADA TRUST COMPANY,

hereinafter called the "Trustee"

OF THE SECOND PART.

WHEREAS the Settlor has obtained certain policies
of insurance, set forth in Schedule "A" annexed hereto.

AND WHEREAS the Settlor desires to make provision
for the expeditious payment out of the proceeds of such
insurance in the event of damage to the property as described
in the description registered pursuant to The Condominium
Act, R.S.O. 1970, herein called the "Act".

IN CONSIDERATION of the mutual covenants herein
contained, it is hereby mutually agreed by the parties
hereto as follows:

ARTICLE I Definitions

The terms used in this agreement shall have ascribed
to them the definitions contained in the Act.

ARTICLE II Appointment of Trustee

The Settlor doth hereby appoint the Trustee to act as Trustee pursuant to the provisions of the declaration and by-laws of the Settlor, copies of which are submitted herewith to the Trustee.

ARTICLE III Payment by Trustee

All insurance proceeds received by the Trustee shall be held by it in trust and paid in accordance with the following terms and conditions:

1. In the event of:
 - (a) Damage to the buildings, if the Trustee receives a certificate duly executed by the President (or Vice-President) and the Secretary of the Settlor, certifying:
 - (i) that the board has determined that less than 25% of the buildings has been substantially damaged, or,
 - (ii) that the board has determined that 25% or more of the buildings has been substantially damaged, and that owners who own 80% of the common elements have voted for repairs within sixty (60) days of such determination by the board, or
 - (b) Damage to the property, excluding the buildings and the units,

the Trustee shall disburse the proceeds of all insurance in its hands and arising out of such damage, towards the cost of repairing such damage, from time to time, as the repairs of such damage progress, upon the written request of the Settlor accompanied by the following:

- (i) A certificate signed by the President

(or the Vice-President) and the Secretary of the Settlor dated not more than thirty (30) days prior to such request and countersigned by the Architect or Engineer, if any, employed by the Settlor in connection with such repairs, setting forth the following:

(a) That the sum then requested either has been paid by the Settlor or is justly due to contractors, sub-contractors, materialmen, engineers, architects or other persons who have rendered services or furnished materials for repairs therein specified, the names and addresses of such persons, a brief description of such services and materials, the several amounts so paid or due to each of said persons in respect thereto, that no part of such expenditures has been or is being made the basis of any previous or then pending request for the payment of insurance proceeds then held by the Trustee, or has theretofore been paid out of such insurance proceeds, and that the sum then requested does not exceed the value of the services and materials described in such certificate;

(b) That except for the amount, if any, stated in such certificate to be due for services or materials, there is no outstanding indebtedness known to the Settlor, after due enquiry, which is then due for labour, wages, materials, supplies or

services in connection with such repairs which if unpaid might become the basis of a mechanics' lien, by reason of such repair, to the building or any part thereof.

(ii) An opinion of a Solicitor, acting for the Settlor or other evidence reasonably satisfactory to the Trustee to the effect that there has not been filed with respect to the building or the property, or any part thereof, any mechanics' lien which has not been discharged except such as will be discharged by payment of the amount then requested.

Any balance of proceeds of insurance remaining in the Trustee's hands after payment in full of the cost of the repairs of the buildings as aforesaid, shall be paid over by the Trustee to the Settlor.

2. If, upon the receipt of any certificate referred to in paragraph 1 of this Article the Trustee shall not have sufficient funds to pay the amount due and owing as set out therein, the Settlor shall be so notified by the Trustee, and the Settlor shall further notify, in writing, the Trustee, as to which of the persons or companies set forth in the said certificate are to be paid by the Trustee.

3. The Trustee shall not be under any duty to enquire as to the correctness of any amounts received by it on account of the proceeds of any insurance, nor shall it be under any obligation to take any steps to enforce the payment thereof to it.

ARTICLE IV Deficiency of Insurance Proceeds

The Settlor shall be promptly notified of any

proceeds of insurance deposited with the Trustee on behalf of the Settlor, and the Trustee shall be under no obligation to make any payments specified in this agreement except out of the proceeds of insurance held in trust for the Settlor.

ARTICLE V Liability and Indemnification of Trustee

1. The Trustee shall have no duties except those which are expressly set forth in this Agreement and shall in no way be responsible or liable for any loss, cost or damages which may result from anything done or omitted to be done by such Trustee, hereunder, except in the case of negligence or bad faith. The Trustee shall be protected in acting upon any certificate, statement, request, consent, agreement or other instrument whatsoever, not only as to its due execution and validity and the effectiveness of its provisions, but also as to the truth and accuracy of any information therein contained, which it shall, in good faith, believe to be genuine, and to have been signed and presented by the proper person or persons. It shall have no responsibility with respect to any cheques deposited with it hereunder except the usual responsibilities of a collecting bank and it shall have no responsibility with respect to the application of any funds paid by it pursuant to the provisions of this agreement.

2. The Settlor shall reimburse the Trustee for all expenses incurred by it in connection with its duties under this agreement and shall indemnify it and save it harmless against any and all liabilities, costs and expenses including legal fees, for anything done or omitted to be done by it in the performance of this agreement, except as a result of negligence or bad faith.

ARTICLE VI Termination of Condominium

Notwithstanding anything to the contrary herein contained where a notice of termination is registered in

accordance with the provisions of the Act, the Settlor shall forthwith notify the Trustee, in writing, of such registration, and upon receipt of such notice the Trustee shall pay any insurance proceeds then in its hands to the owners and any mortgagees with respect to the units of such owners, in the proportion of each owner's common interest, and in satisfaction of any liens registered by the Settlor against such unit in accordance with the priorities thereof.

ARTICLE VII Termination of Agreement

1. At any time hereafter the Settlor shall have the sole and unrestricted right to terminate this agreement by written notice to the Trustee, upon delivery to the Trustee of a duplicate original agreement between the Settlor and a Trust Company registered under The Loan and Trust Corporations Act or a Chartered Bank, or such corporation as the Settlor in its discretion may deem advisable in the event that the Settlor is unable to enter into such agreement with such Trust Company, or such Chartered Bank, by reason of their refusal to act, pursuant to which such other Trust Company or Chartered Bank or corporation shall assume such duties as Trustee, in the place of the Trustee herein. Following such termination, upon payment to the Trustee herein of all fees and charges due to the Trustee hereunder, the Trustee herein shall turn over all sums deposited with it, remaining in its hands, to such new Trustee, and thereupon its obligations hereunder shall cease.

2. The Trustee may at any time resign from its duties hereunder by giving to the Settlor not less than thirty (30) days notice in writing thereof and its obligations hereunder (except for the payment of any sums remaining in its hands" to

a successor Trustee, as hereinafter provided) shall cease. Following such resignation, upon payment to the Trustee of all fees and charges due to it hereunder and upon delivery to it of a duplicate original agreement between the Settlor and another Trust Company registered under The Loan and Trust Corporations Act or a Chartered Bank, or such corporation as the Settlor in its discretion may deem advisable in the event that the Settlor is unable to enter into such agreement with such Trust Company, or such Chartered Bank by reason of their refusal to act, pursuant to which such other Trust Company or Chartered Bank or corporation shall assume such duties as Trustee in the place of the Trustee herein, the Trustee herein shall turn over all sums deposited with it, remaining in its hands, to such new Trustee, and thereupon its obligations hereunder shall cease.

ARTICLE VIII Modification or Amendment of Agreement,
Declaration and By-Laws and Rights of Third
Parties

1. This agreement shall not be modified or amended without the consent of the parties hereto and any mortgagee holding first mortgages on more than 50% of the units. Any amendments to the declaration or by-laws shall be communicated to the Trustee by the Settlor.
2. Upon being advised of damage to the buildings or upon receipt of any monies in accordance with the terms of this agreement, the Trustee shall notify all mortgagees shown on the Settlor's register.
3. Certain provisions of this agreement are for the benefit of the mortgagees of the units and all such provisions are covenants for the benefit of any mortgagee shown on the Settlor's register and may be enforced by such mortgagee.

ARTICLE IX Address for Service

Any certificate, declaration or notice in writing given to the Settlor, pursuant to this agreement, shall be sufficiently given if mailed by prepaid registered post to the Settlor at 27 Thorncliffe Park Drive, Toronto, Ontario.

Any certificate, declaration or notice in writing given to the Trustee pursuant to this agreement shall be sufficiently given if mailed by prepaid registered post to the Trustee at 110 Yonge Street, Toronto, Ontario.

Such certificate, declaration and notices in writing shall be deemed to have been received on the business day next following the date of such mailing.

ARTICLE X Remuneration of Trustee

The corporation shall pay the Trustee's fees and charges as set out in Schedule "B" attached hereto.

ARTICLE XI Assignment of Agreement

This agreement shall be binding upon and enure to the benefit of the parties hereto, and their respective successors and assigns, and this agreement shall not be assignable by the Trustee without the prior written consent of the Settlor.

ARTICLE XII Acceptance of Trust

The Trustee hereby accepts the trust herein set forth.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

YORK CONDOMINIUM CORPORATION NO. 599

Per: 
President

Per: 
Secretary

THE CANADA TRUST COMPANY

DATED: December 31st, 1976

YORK CONDOMINIUM CORPORATION
NO. 300

INSURANCE TRUST AGREEMENT

GOODMAN AND CARR,
Barristers and Solicitors,
2800 York Centre,
145 King Street West,
TORONTO, Ontario,
M5H 3K1.

THE CONDOMINIUM ACT

C E R T I F I C A T E

York condominium Corporation No. 300 hereby certifies
that By-Law number 6 attached hereto was made in accordance with
The Condominium Act, being Chapter 84 of the Revised Statutes of
Ontario, 1980, and any amendments hereto, the Declaration and the
By-Laws of the Corporation, and that the said By-Law number 6 has
not been amended and is in full force and effect.

DATED at Thornhill/Ont. in the Town of Markham, in the
Regional Municipality of York in the Province of Ontario,
this 10th day of June 1987.

YORK CONDOMINIUM CORPORATION NO. 300

Per:

Edith Dilworth

PRESIDENT

E. DILWORTH

Per:

(SEAL)

J. Gamblin

J. GAMBLIN SECRETARY

E. DILWORTH

J. GAMBLIN

YORK CONDOMINIUM CORPORATION NO. 300

BY-LAW NO. 6

EA
JF

WHEREAS certain residential units within York Condominium Plan No. 300 have and continue to be operated on a commercial basis as hotel, rooming or boarding house business or for repetitive short term leases related to the real estate business of the unit owner;

AND WHEREAS section 28(d) of the Ontario Condominium Act R.S.O. 1980 c. 84 (hereinafter referred to as "the Act") provides for the making of by-laws to govern the management of the property;

AND WHEREAS the operation of a commercial enterprise in a residential building involves substantial additional management time and effort in ensuring compliance by the occupant with the provisions of Act and the Declaration, By-laws, and Rules of York Condominium Corporation No. 300.

AND WHEREAS substantial administrative costs result from frequent changes in occupancy and commercial use including: preparation of documentation relating to the tenancy and providing notices to the tenants, moving which results in changes in lobby registration and wear and tear of hallways, elevators and doors and any necessary expenses incurred by the corporation in obtaining compliance of new residents with Article IV of the Declaration of York Condominium Corporation No. 300, the tenants' signed covenant;

AND WHEREAS commercial uses such as hotel, rooming or boarding house tend to result in greater multiple occupancy causing substantial additional use of utilities at the common expense of all owners;

AND WHEREAS none of such additional expenses should fairly be levied against all condominium unit owners in the proportions set out in the declaration, nor can they be legally assessed against an individual unit;

EA
JF

E.D.
J.P.

AND WHEREAS Article IV(1) of the Declaration of York Condominium Corporation No. 300 restricts the occupation and use of the units to "private single family residence and for no other purpose";

AND WHEREAS the zoning by-laws of Town of Markham also restrict occupation and use of residential units in York Condominium Plan No. 300 to single family residential;

AND WHEREAS continuous and frequent changes in occupation of a number of units results in an actual security risk because of missing and lost keys, and could result in the major expense of re-keying the property;

NOW THEREFORE be it enacted as a by-law of York Condominium Corporation No. 300 as follows:

ARTICLE 1

No unit owner or occupant shall carry on or permit the carrying on of the business of hotel, rooming house, boarding house or temporary residential facility forming part of a commercial real estate transaction involving that owner or resident in any residential unit in York Condominium Plan No. 300

ARTICLE 2

For purposes of the foregoing prohibition, "temporary residential facility forming part of a commercial real estate transaction" shall include any short term lodging arrangement of less than a bona fide term of one year or of indeterminate term if there has been more than one such rental of the residential unit during any one year period

YORK CONDOMINIUM CORPORATION NO. 300 hereby enacts the foregoing By-law passed by the board of directors and confirmed by

E.D.
J.P.

629
[Handwritten initials]

a vote of owners who own not less than fifty-one percent (51%)
of the units.

DATED at Thornhill in the Town of Markham, in the
Regional Municipality of York, Province of Ontario, this
30th day of April, 1987.

YORK CONDOMINIUM CORPORATION NO. 300

Per :

Edith Sedworth
PRESIDENT

(SEAL)

Per :

J. P. ...
SECRETARY

FORM 11 – CERTIFICATE IN RESPECT OF A BY-LAW

(under subsection 56(9) of the *Condominium Act, 1998*)


York Condominium Corporation No. 300 (known as the "Corporation") certifies that:

1. The copy of By-law Number 8, attached as Schedule A, is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this 24th day of May, 2006.

**YORK CONDOMINIUM
CORPORATION NO. 300**

Per: 
Name: Jean Vanderveer
Title: President

Per: 
Name: Nikki Gelbond
Title: Secretary

I have authority to bind the Corporation.

YORK CONDOMINIUM CORPORATION NO. 300

BY-LAW NO. 8

BE IT ENACTED as a by-law of York Condominium Corporation No. 300 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I
DEFINITIONS

1.1 By-law Nos. 1, 2, 4, 5 and 7 of the Corporation are hereby repealed and replaced with this By-law.

1.2 In addition to those words, terms and/or phrases specifically defined in this by-law, the words, terms and/or phrases used herein which are defined in the *Condominium Act, 1998, S.O. 1998, C.19* as amended and the regulations made thereunder (hereinafter referred to as the "Act") and in the declaration of the Corporation (hereinafter referred to as the "Declaration") shall have ascribed to them the meanings set out in the Act or the Declaration, unless the context requires otherwise.

ARTICLE II
SEAL

2.1 The corporate seal of the Corporation shall be in the form impressed hereon. Notwithstanding that the Corporation has a seal, any document that would otherwise require a seal need not be executed under seal, provided the statement "I/We have the authority to bind the Corporation" is noted below the signature(s) of the person(s) duly authorized to sign the document and such a document has the same effect for all purposes as if executed under seal.

ARTICLE III
RECORDS

3.1 The Corporation shall keep and maintain with internal control all records required by the Act, including the following records (hereinafter called the "Records"):

- (a) the financial records of the Corporation for at least six (6) years from the end of the last fiscal period to which they relate;
- (b) a minute book containing the minutes of owners' meetings and the minutes of board meetings;
- (c) a copy of the registered Declaration, registered by-laws and current rules;
- (d) a copy of all applications made under section 109 of the Act to amend the Declaration, if applicable;
- (e) the seal of the Corporation;
- (f) copies of all agreements entered into by the Corporation or by the Declarant or the Declarant's representatives on behalf of the Corporation, including all management contracts, deeds, leases, licences, easements and any agreements entered into pursuant to Section 98 of the Act;
- (g) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;
- (h) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;

- (i) the names and addresses for service of each owner and mortgagee that the Corporation receives, in writing, from owners and mortgagees in accordance with subsection 47(2) of the Act;
- (j) all written notices received by the Corporation from owners that their respective units have been leased together with the lessee's name, the owner's address, a copy of the lease or renewal or a summary of same, pursuant to subsection 83(1) of the Act;
- (k) all written notices received by the Corporation from owners that a lease of the owner's unit has terminated and has not been renewed pursuant to subsection 83(2) of the Act;
- (l) all records that the Corporation has related to the units or to employees of the Corporation;
- (m) all existing warranties and guarantees for all equipment, fixtures and chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser;
- (n) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
- (o) the as-built specifications indicating all substantive changes, if any, from the original specifications;
- (p) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio or other communication services;
- (q) all other existing plans and information that are relevant to the repair or maintenance of the property;
- (r) a copy of any order appointing an inspector or administrator, if applicable, pursuant to section 130 or 131 of the Act, together with any report that the Corporation receives from an inspector in accordance with subsection 130(4) of the Act;
- (s) a copy of all status certificates issued within the previous ten (10) years;
- (t) a copy of all notices of meetings sent by or on behalf of the Corporation within the previous ten (10) years;
- (u) all proxies, for at least ninety (90) days from the date of the meeting at which the proxies were utilized;
- (v) a copy of all notices of lien issued by the Corporation to delinquent owners pursuant to subsection 85(4) of the Act, in respect of which the corresponding certificates of lien have not been discharged or vacated by court order;
- (w) all records relating to actual or pending litigation (or insurance investigations) involving the Corporation [as contemplated in clause 55(4)(b) of the Act], together with copies of all outstanding judgements against the Corporation [as contemplated in clause 76(1)(h) of the Act];
- (x) a copy of the budget of the Corporation for the current fiscal year, together with the last annual audited financial statements and auditor's report on such statements;
- (y) a copy of all minutes of settlement and/or written decisions made by any mediator or arbitrator appointed pursuant to section 132 of the Act, regarding any issue(s) in dispute involving the Corporation (or to which the Corporation is a party), together with copies of all court orders issued in those circumstances where the Corporation was a party to the proceeding or otherwise directly affected thereby;

- (z) a copy of all annual notices of assessment and any extraordinary assessments; and
- (aa) all other records as may be prescribed by the Act and regulations thereto or specified in any other by-laws of the Corporation.

ARTICLE IV
THE CORPORATION

4.1 Duties of the Corporation

The duties of the Corporation shall include, but shall not be limited to the following:

- (a) the operation, care, upkeep, maintenance and repair of the common elements and repair of units when an owner fails to repair as provided for in the Act and in the Declaration;
- (b) the collection of contributions toward common expenses from the owners;
- (c) the arranging for the supply of all requisite utility services to the common elements and units (unless separately metered) except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. The Corporation shall not be liable for indirect or consequential damage or for damages for personal discomfort or illness by reason of the breach of such duty;
- (d) obtaining and maintaining insurance for the property as may be required by the Act, the Declaration or the By-laws;
- (e) the retention of legal counsel to prepare, register and discharge, following payment, certificates of lien for arrears of common expenses;
- (f) the preparation and delivery of status certificates as required by the Act;
- (g) the preparation of a yearly budget;
- (h) the supervision of all public or private service companies which enter upon the common elements for the purpose of supplying, installing, replacing and servicing their systems;
- (i) the obtaining and maintaining of fidelity bonds for any person dealing with Corporation monies and in such amounts as the board of directors may deem reasonable;
- (j) the purchase and maintenance of insurance for the benefit of all directors and officers in respect of anything done or permitted to be done by them in respect of the execution of the duties of their offices except insurance against a liability, cost, charge or expense of such directors or officers incurred as a result of a contravention of any of the duties imposed upon them pursuant to the Act;
- (k) the preparation and maintenance of the records to be kept by the Corporation in accordance with Article III hereof;
- (l) the calling and holding of meetings and the delivery of notices, as required;
- (m) the consistent and timely enforcement of the provisions of the Act, the Declaration, the By-laws and the rules of the Corporation;
- (n) establishing and maintaining adequate reserve funds for the major repair or replacement of the common elements and of the assets of the Corporation in accordance with the Act; and

- (o) the carrying out of the duties of the Corporation as required by the Act, the Declaration and By-laws.

4.2 Powers of the Corporation

The powers of the Corporation shall include, but shall not be limited to the following:

- (a) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements and assets of the Corporation;
- (b) the investment of monies held by the Corporation in accordance with the Act;
- (c) the settling, adjusting or referring to mediation and/or arbitration of any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (d) entering into the following agreements as required from time to time:
 - (i) a management agreement with an individual or corporation to manage the affairs and assets of the Corporation at such compensation and upon such terms as the board of directors may determine in its sole discretion;
 - (ii) an insurance trust agreement with an insurance trustee as permitted by the Act at such compensation and upon such terms as the board of directors may determine in its sole discretion;
 - (iii) an agreement required by the supplier of any utility or service to the Corporation upon such terms as the board may determine in its sole discretion; and
 - (iv) any other agreements which may be permitted by the Act and the Declaration and which are deemed advisable, desirable or necessary by the board of directors;
- (e) the authority to object on behalf of owners to assessments under the *Assessment Act* or such other legislation relating to realty taxes if it gives notice of the objections to the owners and to authorize the defraying of costs of objections out of the common expenses;
- (f) the borrowing of such amounts in any fiscal year as the board determines are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, Declaration and by-laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset of the Corporation, subject in each case to approval of each such borrowing, loan or security by a majority vote of the owners at a meeting duly called for that purpose or as required by the Act, provided however, the board may maintain over draft protection, in its general account, in an amount not exceeding one-twelfth (1/12) of the Corporation's current budget without requiring the approval of the owners;
- (g) leasing any part of the non-exclusive use common elements, or granting or transferring any easement, right-of-way or license over, upon, under or through (or otherwise affecting) any part or parts of the common elements, and/or releasing and abandoning any appurtenant easement(s) or right(s)-of-way heretofore or hereafter granted to (or created in favour of) the Corporation, in respect of any servient tenement burdened or encumbered thereby, on the express understanding that to the extent that subsection 21(1) of the Act requires a by-law to authorize such a lease, licence, easement or right of way, or such a release and abandonment of easement, then this by-law shall accordingly be deemed and construed for all such purposes to be (and constitute) the by-law providing the board with the requisite authority to enter into any such lease, licence, easement or right of way, or any such release and abandonment of easement, and any such lease, license, easement, right of way or release of easement may be executed on

behalf of the Corporation by the authorized signing officer(s) of the Corporation, with or without the seal of the Corporation affixed thereto, and same shall be valid and binding on the Corporation without requiring the consent or concurrence of (or the written authorization or signature of) any unit owner(s) thereto;

ARTICLE V
MEETINGS OF OWNERS

5.1 Annual Meeting:

The annual meeting of owners shall be held within six (6) months following the Corporation's fiscal year end at such place and on such day and time in each year as the board of directors may from time to time determine for the purpose of receiving reports and statements required by the Act, the Declaration and By-laws of the Corporation, electing directors, appointing the auditor and fixing or authorizing the board to fix the auditor's remuneration, and for the transaction of such other business as may be set out in the notice of meeting and as may be properly brought before the meeting.

5.2 Special Meetings:

The board of directors shall, upon receipt of a requisition in writing made by owners who together own not less than fifteen (15%) per cent of the units, call and hold a meeting of the owners within thirty-five (35) days of the receipt of the requisition or if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the requisitioned meeting to the agenda for the next annual general meeting. If the meeting is not called and held within thirty-five (35) days of receipt of the requisition, any of the requisitionists may call the meeting, which meeting shall be held within forty-five (45) days of the day on which the meeting is called. The board may at any time call a special meeting of the owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.

5.3 Notices:

At least fifteen (15) days written notice of every meeting specifying the place, the date, the hour and the nature of the business to be presented shall be given to the auditor of the Corporation and to each owner and mortgagee entitled to vote and entered on the record twenty (20) days before the date of the meeting in accordance with subsection 47(5) and 70(2) of the Act. The Corporation shall not be obligated to give notice to any owner who has not notified the Corporation that he/she has become an owner nor give notice to any mortgagee who has not notified the Corporation of his/her entitlement to vote and address for service.

5.4 Reports:

A copy of the financial statement and a copy of the auditors report shall be furnished to every owner and mortgagee entered on the record at least twenty (20) days before the date of any annual general meeting of Owners. A copy of the minutes of meetings of owners and of the board, shall be furnished to any owner or mortgagee who has requested same, within thirty (30) days of such request upon payment to the Corporation of a reasonable charge for labour and photocopying.

5.5 Persons Entitled to Be Present:

The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Record, and any others entitled to vote thereat, the auditor of the Corporation, the directors and officers of the Corporation, a representative of the property manager, and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the Declaration and By-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the chairperson of the meeting or with the consent of the meeting.

5.6 Quorum:

At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than twenty-five (25%) percent of the units are present in person or represented by proxy. If thirty minutes after the time appointed for the holding of any meeting of owners, a quorum is not present, the meeting shall stand adjourned and if the meeting was an annual general meeting, the board shall call a further meeting of the owners in accordance with the Act.

5.7 Right to Vote:

Subject to the restrictions in paragraphs 5.10 and 5.12 of this Article V, every owner of a unit that has the right to vote in accordance with the Act shall be entitled to vote who is entered on the Record as an owner or has given notice to the Corporation, in a form satisfactory to the chairperson of the meeting that he/she is an owner. If a unit has been mortgaged, and the person who mortgaged such unit (or his/her proxy) has expressly authorized or empowered the mortgagee to vote and exercise the right of the owner to vote in respect of such unit and such mortgagee has, at least four (4) days before the date specified in the notice of meeting, notified the owner and the Corporation of his/her intention to exercise such right, such mortgagee shall be entitled to vote upon filing with the Secretary of the meeting sufficient proof of same. Any dispute over the right to vote shall be resolved by the chairperson of the meeting upon such evidence as the chairperson may deem sufficient. Each owner or mortgagee shall be entitled to only one (1) vote per unit.

5.8 Conduct of Meetings and Method of Voting:

At any meeting of owners, the president of the Corporation (or to whomever the president may delegate the responsibility) or failing him/her, the vice-president, or failing him/her, some other person appointed by the board or failing such appointment, such other person elected at the meeting shall act as chairperson of the meeting and the secretary of the Corporation shall act as secretary of the meeting or, failing him/her, the chairperson shall appoint a secretary. Any question shall be decided by a show of hands unless a poll is required by the chairperson or is demanded by an owner or mortgagee present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the chairperson that the vote upon the question has been carried, or carried by a particular majority, or not carried, is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the election of directors shall be by ballot only, other than in the case of acclamation. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken in such manner as the chairperson shall direct.

5.9 Representatives:

An estate trustee, committee of a mentally incompetent person, or the guardian or trustee of an owner or mortgagee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary sufficient proof of his/her appointment, shall represent the owner or mortgagee at all meetings of the owners, and may vote in the same manner and to the same extent as such owner or mortgagee. If there be more than one estate trustee, committee, guardian or trustee, the provisions of paragraph 5.10 of this Article V shall apply.

5.10 Co-Owners:

If a unit or a mortgage on a unit is owned by two or more persons, any one of them present or represented by proxy may in the absence of the other or others vote, but if more than one of them are present or represented by proxy, the majority of the owners of the unit shall decide how the vote is exercised.

5.11 Votes to Govern:

At all meetings of owners every question shall, unless otherwise required by the Act, Declaration or By-laws be decided by a majority of the votes duly cast on the question.

5.12 Entitlement to Vote:

Save and except in those instances where the Act provides or stipulates that the unanimous vote of all owners is required on any matter, issue, resolution or motion, an owner or mortgagee is not entitled to vote at any meeting if any common expenses or other monetary contributions that are payable in respect of the owner's or mortgagee's unit are in arrears for more than thirty (30) days prior to the meeting, provided however that such an owner or mortgagee may nevertheless vote if the Corporation receives payment, by way of cash or a certified cheque, of all the arrears (and all other costs and expenses owing to the Corporation) before the meeting is held.

5.13 Proxies:

Every owner or mortgagee entitled to vote at any meeting of the owners may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting, in the same manner, to the same extent and with the same power, as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointor or his/her attorney authorized in writing, and shall be effective for a particular meeting only. The instrument appointing a proxy shall be deposited with the secretary prior to the start of the meeting.

5.14 Minutes:

While the Corporation may produce, circulate and/or maintain minutes of any meeting that contain a more detailed narrative description of the proceedings at any meeting of Owners, the Corporation shall prepare, circulate and maintain a minute record of each meeting which records the following, and only the following, information:

- (a) the date, time and place of the meeting;
- (b) those present in person and by proxy at the meeting;
- (c) the identity and method of appointment of the Chair and the Secretary of the meeting;
- (d) confirmation of the due calling of the meeting;
- (e) confirmation of a quorum;
- (f) the disposition of each agenda item, including a record of the mover, seconder (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
- (g) a record of the mover, seconder (where necessary) and disposition of every other motion made at the meeting;
- (h) a record (by brief description only) of any matter raised or discussed in addition to agenda items;
- (i) adjournment of the meeting; and
- (j) certification of the Secretary and Chair of the meeting.

ARTICLE VI
BOARD OF DIRECTORS

6.1 The Corporation:

The affairs of the Corporation shall be managed by a board of directors.

6.2 Number of Directors and Quorum:

The number of directors shall be seven (7) of whom four (4) shall constitute a quorum for the transaction of business at any meeting of the board of directors. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

6.3 Qualifications:

Each director shall be 18 or more years of age and need not be an owner of a unit in the Corporation. No undischarged, bankrupt or mentally incompetent person shall be a director and if a director becomes a bankrupt or mentally incompetent person, he thereupon ceases to be a director. A director immediately ceases to be a director if a certificate of lien has been registered against a unit owned by the director and the director does not obtain a discharge of the lien within ninety (90) days of the registration of the lien.

6.4 Consent: No election or appointment of a person as a director shall be effective unless:

- (a) he/she consents in writing to act as a director before his/her election or appointment or within ten (10) days thereafter; or
- (b) he/she was present at the meeting when he/she was elected or appointed and did not refuse at that meeting to act as a director.

6.5 Election and Term:

Subject to the Act,

- (a) The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. Those directors who have been elected to office and whose terms have not expired at the meeting, at which the owners approve this By-law, will complete the terms for which they have been elected.
- (b) At each annual meeting a number of directors equal to the number of directors retiring in each year shall be elected for a term of three (3) years.
- (c) The term of office for members of the board of directors shall be three (3) years.
- (d) Where the Board is elected by acclamation, the directors at their first meeting shall determine the distribution of terms. Directors may be removed before the expiration of their term in accordance with the procedure set forth in the Act.
- (e) Election to the Board shall be by written ballot.

6.6 Filling of Vacancies and Removal of Directors:

- (a) If a vacancy in the membership of the board occurs, other than by way of removal by the owners or as a result of the number of directors being increased, subject to subparagraph (c) of this paragraph 6, the majority of the remaining members of the board may appoint any person qualified to be a member of the board to fill the vacancy until the next annual meeting at which time the vacancy shall be filled by election of the owners.
- (b) Where the number of directors is increased, the vacancies resulting from such increase shall be filled only by election at such meeting of the owners and the director(s) so elected shall not act until the by-law increasing the number of directors is registered.
- (c) When there is not a quorum of directors in office, the director(s) then in office shall forthwith call a meeting of owners to fill the vacancies and, in default or if there are no directors then in office, the meeting may be called by an owner.

- (d) Any director may be removed before the expiration of his term by a vote of owners who together own a majority of the units and the owners may elect, in accordance with the by-laws dealing with the election of directors, any person qualified to be a member of the board for the remainder of the term of the director removed provided the director elected by owners of owner-occupied units may only be removed by a vote of the owners of owner-occupied units in accordance with the Act.

6.7 Calling of Meetings:

Meetings of the board of directors shall be held from time to time at such place and at such time and on such day as the President or any two directors may determine, and the Secretary shall call meetings when authorized by them. Notice of any meeting so called shall be delivered personally, by prepaid mail, courier delivery or electronic communication to each director addressed to him at his latest address, entered on the Record of the Corporation not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting, or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

6.8 Regular Meetings:

The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing a place and time of regular meetings of the board shall be given to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

6.9 Teleconference:

A meeting of the board may be held or convened by way of teleconference, or any other form of communication system that allows all of the directors to participate concurrently and to communicate with each other simultaneously and instantaneously, provided that all of the directors participating in a meeting held or convened by such means have consented thereto, and a director so participating in any such meeting held or convened by such means shall be deemed [for the purposes of subsection 35(5) of the Act and this by-law] to be present at such meeting. The board may, by resolution signed by all the directors, provide their consent, in advance, to have meetings of the board conducted in the manner contemplated herein, without the necessity of requiring new consents prior to each and every meeting, provided that such resolution (and the standing consent referred to therein) shall be automatically rendered ineffective from and after (but not prior to) the delivery to the board by any director of a written notice revoking his or her consent to such resolution.

6.10 Declaration of Interest:

- (a) The provisions in the Act relating to the declaration of interest of any director in any contract or arrangement entered into by or on behalf of the Corporation shall be followed and complied with; and
- (b) In addition, the Board shall, prior to voting on any contract in which another director is interested, obtain at least two (2) other independent bids from other contractors to supply or provide the same supplies or services to the Corporation.

6.11 Protection of Directors and Officers:

No director or officer of the Corporation shall be liable for the acts, neglect or default of any other director or officer or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested or for

any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited or for any loss occasioned by an error of judgment or oversight on his part or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his/her office or in relation thereto, unless the same shall happen through his/her own dishonest or fraudulent act or acts.

6.12 Indemnity of Directors and Officers:

Every director and officer of the Corporation and their respective heirs, estate trustees, successors, and other legal personal representatives shall at all times be indemnified and saved harmless by the Corporation from and against:

- (a) any liability and all costs, charges and expenses that the director or officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him or her for or in respect of anything done, permitted to be done, or omitted to be done, by him or her, in respect of the execution of the duties of his or her office; and
- (b) all other costs, charges and expenses that such director or officer sustains or incurs in respect of the affairs of the Corporation;

excluding however all costs, charges and expenses incurred directly or indirectly as a result of such director's or officer's own dishonest or fraudulent act or acts, or failure to meet the standard of care established in the Act.

6.13 Insurance:

Subject to the limitations contained in the Act, the Corporation shall purchase and maintain such insurance for the benefit of the directors and officers as the board may from time to time determine.

6.14 Standard of Care:

Every director and officer shall exercise the powers and discharge the duties of his or her office honestly and in good faith, and shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

6.15 Confidentiality

All matters discussed at a board meeting, including all documents and information, is strictly privileged and confidential and may not be disclosed to any person (including a spouse) unless such information or documentation is determined by the Board in writing or as evidenced by the minutes of the Corporation, not to be privileged and confidential. The duty not to disclose information extends to all information obtained as a result of a director's position on the board.

6.16 Conflict of Interest

Any information gained, including but not limited to any information respecting units, unit owners, tenants or residents, as a result of a director's position on the board, may not be used for personal benefit, whether monetary or otherwise.

6.17 Consent of Director at Meeting:

A director who is present at a meeting of directors, or committee of directors, is deemed to have consented to any resolution passed at such meeting or to any action taken thereat, unless such director:

- (a) requests that his or her dissent is entered in the minutes of the meeting; or
- (b) delivers a written dissent to the secretary of the meeting before the meeting is terminated.

A director who votes for (or consents to) a resolution is not entitled to dissent under or pursuant to the foregoing provisions hereof.

6.18 Minutes:

While the Corporation may produce, circulate and/or maintain minutes of any meeting that contain a more detailed narrative description of the proceedings at any meeting of Directors, the Corporation shall prepare, circulate and maintain a minute record of each meeting which records the following, and only the following, information:

- (a) the date, time and place of the meeting;
- (b) those present in person and by proxy at the meeting;
- (c) the identity and method of appointment of the Chair and the Secretary of the meeting;
- (d) confirmation of the due calling of the meeting;
- (e) confirmation of a quorum;
- (f) the disposition of each agenda item including confirmation of the moving, seconding (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
- (g) confirmation of the moving, seconding (where necessary) and disposition of every other motion made at the meeting;
- (h) adjournment of the meeting; and
- (i) certification of the Secretary and Chair of the meeting.

ARTICLE VII
OFFICERS

7.1 Elected President:

After each election of directors and whenever a vacancy in the office occurs, the board shall elect from among its members a President. Until such elections, the then incumbent (if a member of the board) shall hold office.

7.2 Other Elections and Appointments:

The board shall appoint or elect a secretary, a treasurer and such other officers as the board may determine, including one or more assistants to any such officers. The officers so elected may, but need not be, members of the board. One person may hold more than one office.

7.3 Term of Office:

The board may by resolution remove at its pleasure any officer of the Corporation.

7.4 President:

The President, shall, when present unless he/she has delegated the responsibility, preside at all meetings of the owners and of the board, and shall be charged with the general supervision of the business and affairs of the Corporation. In the absence of a resolution of the Board specifying another officer, deal directly with the property manager and corporate solicitor in all areas of concern.

7.5 Vice-President:

During the absence of the President his/her duties may be performed and his/her powers may be exercised by the Vice-President, or if there are more than one, by the Vice-Presidents, in order of seniority as determined by the board. If a Vice-President exercises any such duty or power the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the board may prescribe.

7.6 Secretary:

The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all other entitled thereto; he/she shall attend all meetings of the directors and owners and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings at such meetings; he/she shall be the custodian of all books, paper, records, documents and other instruments belonging to the Corporation, and he/she shall perform such other duties as may from time to time be prescribed by the board.

7.7 Treasurer:

The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the direction of the board shall control the deposit of money, the safekeeping of securities and the disbursement of funds of the Corporation; he/she shall render to the board whenever required of him/her an account of all his/her transactions as Treasurer, and of the financial position of the Corporation; and he shall perform such other duties as may from time to time be prescribed by the board. The offices of Secretary and Treasurer may be combined.

7.8 Other Officers:

The duties of all other officers of the Corporation shall be as set out in the terms of their employment or as the board further declares. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.

7.9 Agents and Attorneys:

The board shall have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

7.10 Committees

In order to assist the board in managing the affairs of the Corporation, the board may from time to time establish or constitute such advisor committees to advise and make recommendations to the board in connection with any activities undertaken (or under consideration) by the board, including those related to management, budgets, rules and/or any other matters related to the common elements or any facilities, services or amenities (or any portion thereof). The members of such committees shall be appointed by the board to hold office, and may be removed at any time by resolution of the board.

ARTICLE VIII
BANKING ARRANGEMENTS AND CONTRACTS

8.1 Arrangements:

The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the board may designate or appoint from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by such one or more officers or other persons as the board may

designate, direct or authorize from time to time by resolution and, to the extent therein provided, including without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such bank to do any act or thing on the Corporation's behalf to facilitate such banking business.

8.2 Execution of Instruments:

Subject to the provisions of the Act, and subject to the provisions of any other by-law(s) of the Corporation specifically designating the person or persons authorized to execute any type or class of documents on behalf of the Corporation, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by any two directors of the Corporation. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. The manager of the Corporation, any two members of the board, or the Corporation's solicitor, may execute a certificate of lien or discharge thereof. Subject to the provisions of the Act and the Declaration, but notwithstanding any provisions to the contrary contained herein or in any other by-laws of the Corporation, the board may at any time (and from time to time) by resolution direct the manner in which, and the person or persons by whom, any particular deed, transfer, assignment, contract, cheque or obligation, or any class of deeds, transfers, assignments, contracts, cheques or obligations of the Corporation may or shall be signed.

8.3 No Seal

Despite anything contained in this by-law to the contrary, any document or instrument that would otherwise require a seal need not be executed under the seal of the Corporation, provided that same has been duly executed by the person or persons expressly authorized and empowered to execute same on behalf of the Corporation, nor shall any such document or instrument be duly witnessed, in order to be valid, effective and binding upon the Corporation, provided that the name of the signatory, his or her office in the Corporation, and the phrase "I/We have the authority to bind the Corporation" are clearly set out below the signature(s) of the person(s) expressly authorized and empowered to execute same on behalf of the Corporation, and any such duly executed document or instrument shall have the same validly and binding effect on the Corporation (for all purposes) as if same had been duly executed under the seal of the Corporation.

8.4 Execution of Status Certificates:

Status certificates may be signed by any officer or any director of the Corporation provided that the board may by resolution direct the manner in which, and the person by whom, such certificates may or shall be signed from time to time.

ARTICLE IX
FINANCIAL YEAR END

9.1 Financial Year End:

The financial year end of the Corporation shall be the 31st day of December in each year, or on such other day as the board by resolution may determine.

ARTICLE X
NOTICE

10.1 Method of Giving Notices

Except as otherwise specifically provided in the Act, the Declaration, this By-law, or any other by-law(s) of the Corporation hereafter enacted, any notice(s), communication(s) or other document(s), including budgets and notices of assessment required to be given, served or delivered shall be sufficiently given or served if given in accordance with the following provisions:

- (a) to an owner: [who has notified the Corporation in writing of his or her ownership interest in any unit, and of his or her name and address for service], by giving same to such owner (or to any director or officer of such owner, if the owner is a corporation) either:
 - (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such owner at the address for service given by such owner to the Corporation; or
 - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the owner agrees in writing that the party giving the notice may do so in this manner); or
 - (iii) delivered at the owner's unit or at the mail box for the owner's unit, unless:
 - (A) the party giving the notice has received a written request from the owner that the notice not be given in this manner; or
 - (B) the address for service that appears in the Records is not the address of the unit of the owner.
- (b) to a mortgagee [who has notified the Corporation in writing of his or her interest as mortgagee in any unit, and of his or her name and address for service, and of his or her right under the terms of the mortgage to vote at a meeting of owners (or to consent in writing) in the place and stead of the mortgagor/ unit owner], by giving same to such mortgagee (or to any director or officer of such mortgagee, if the mortgagee is a corporation) either:
 - (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation; or
 - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the mortgagee agrees in writing that the party giving the notice may do so in this manner).
- (c) to the Corporation by giving same personally to any director or officer of the Corporation, or by courier or by registered mail, postage prepaid, addressed to the Corporation at its address for service as set out in the Declaration, or as changed in accordance with the requirements of the Act;

10.2 Omissions and Errors

Except as may otherwise be provided in accordance with the Act, the accidental omission to give any notice to anyone entitled thereto, or the non-receipt of such notice, or any error in any notice not affecting the substance thereof, shall not invalidate any action taken at any meeting of owners or directors held pursuant to such notice or otherwise founded thereon.

ARTICLE XI **ASSESSMENT AND COLLECTION OF COMMON EXPENSES**

11.1 Duties of the Board:

All expenses, charges and costs of maintenance of the common elements and any other expenses, charges or costs which the Corporation may incur or expend pursuant hereto shall be assessed by the board and levied against the owners in the proportions in which

they are required to contribute to the common expenses as set forth in the Declaration. The board shall from time to time, and at least annually, prepare a budget for the property and determine by estimate, the amount of common expenses for the next ensuing fiscal year, or remainder of the current fiscal year, as the case may be, which shall include provision for a reserve fund as required by the Act. The board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which common expenses are based to all owners and mortgagees entered in the Record.

11.2 Owner's Obligations:

Each owner shall pay to the Corporation the amount of such assessment in equal monthly payments on the first day of each and every month next following notice of such assessment by way of twelve (12) postdated cheques or execution of pre-authorized payment plan, until such time as a new assessment has been provided to such owner. The Board may, by resolution, authorize such alternative methods of payment as it may reasonably determine.

11.3 Extraordinary Expenditures:

In addition to the annual assessment, extraordinary expenditures not contemplated in the foregoing budget and for which the board shall not have sufficient funds, may be assessed at any time during the year by the board serving notice of such assessment on all owners, as an additional common expense. The notice shall include a written statement setting out the reasons for the assessment. The assessment shall be payable by each owner within ten (10) days after the delivery thereof to him, or within such further period of time or in such instalments as the board may determine.

11.4 Default in Payment of Assessment:

- (a) Arrears of payments required to be made under the provisions of this Article shall bear interest at a rate determined by the board from time to time and in default of such determination shall bear interest at the rate of twelve (12%) per cent per annum and shall be compounded monthly until paid.
- (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against him/her for a period of fifteen (15) days, the board may retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount due all costs of such solicitor as between a solicitor and his/her own client and such costs may be collectible against the defaulting owner in the same manner as common expenses.

ARTICLE XII
LIABILITY FOR COSTS

12.1 Abatement and Restraint of Violations by Unit Owners and Liability for Costs:

The owner of a unit is responsible for any cost incurred to repair:

- (a) damage to the common elements or other units that may have been caused by either the owner's use or his/her residents or their visitors use of same; and
- (b) damage to the common elements that has been caused by the deliberate or negligent conduct of any owner, resident or their invited guests.

In those cases where it has been determined that the responsibility for payment of the cost to repair is that of the unit owner, or where an owner requests to repair a common element him/herself, the board of directors shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the board, shall be based on a minimum of two (2) bids, the method of repair, the meeting of standards of uniformity and consideration of the convenience of the owner(s) involved.

12.2 Additional Rights of Corporation:

The violation of any provisions of the Act, the Declaration, the By-laws, and/or the rules adopted by the board of directors, shall give the board the right, in addition to any other rights set forth in these by-laws:

- (a) to enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the board shall not thereby be deemed guilty in any manner of trespass; or
- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, an application for an order for compliance by implementing such proceedings as provided for in Part IX of the Act.

12.3 Insurance Deductible:

Pursuant to subsections 105(2) and (3) of the Act, where any insurance policy obtained or maintained by the Corporation contains a deductible clause that limits the amount payable by the insurer, then the portion of any loss that is excluded from coverage shall be deemed a common expense, provided however that if an owner, tenant or any other person residing in the owner's unit with the permission or knowledge of the owner, by or through any 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, together with all costs and expenses incurred by the Corporation (either directly or indirectly) in resolving such claim and/or having such damage fully rectified (including the increase in insurance premiums, if any, charged or levied against the Corporation by its insurer as a result of such claim or damage, together with all legal costs incurred by the Corporation on a solicitor and client basis), and shall be recoverable from such owner in the same manner (and upon the same terms) as unpaid common expenses.

ARTICLE XIII
MISCELLANEOUS

13.1 Invalidity:

The invalidity of any part of this by-law shall not impair or affect in any manner the validity, enforceability or effect of the balance thereof.

13.2 Gender:

The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.

13.3 Waiver:

No restriction, condition, obligation or provision contained in this by-law 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.

13.4 Headings:

The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience of reference only.

13.5 Alterations:

This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.

13.6 Conflicts:

In the case of a conflict between the provisions of the Act and any provision in the Declaration, By-laws or Rules, the Act shall prevail. In the case of a conflict between the provisions in the Declaration and any provision in the By-laws or Rules, the Declaration shall prevail. In the event the provisions of the Act or in the Declaration are silent the provisions of the By-laws shall prevail.

DATED at THORNHILL, ONT, this 24th day of APRIL, 2006.

**YORK CONDOMINIUM
CORPORATION NO. 300**

Per: Jean Vanderwee

Name: JEAN VANDERWEE

Title: PRESIDENT

Per: Nicki LeBlond

Name: NICKI LEBLOND

Title: SECRETARY

We have the authority to bind the Corporation.

FORM 11 – CERTIFICATE IN RESPECT OF A BY-LAW

(under subsection 56(9) of the *Condominium Act, 1998*)

York Condominium Corporation No. 300 (known as the "Corporation") certifies that:

1. The copy of By-law Number 9, attached as Schedule A, is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this 24th day of May, 2006.

**YORK CONDOMINIUM
CORPORATION NO. 300**

Per: Jean Vanderveer
Name: Jean Vanderveer
Title: President

Per: Nicki Leblond
Name: Nicki Leblond
Title: Secretary

I have authority to bind the Corporation.

BY-LAW NUMBER 9

(Mediation Procedure)

YORK CONDOMINIUM CORPORATION NO. 300 (the "Corporation")

WHEREAS Subsection 132(4) of the *Condominium Act, 1998* (the "*Act*") states that every Declaration shall be deemed to contain a provision that a condominium corporation and the unit owners agree to submit a disagreement between the parties with respect to the Declaration, By-laws or Rules to mediation and arbitration in accordance with the *Act*;

AND WHEREAS Subsection 56(1)(o) of the *Act* authorizes the Board of Directors of the Corporation to establish the procedure with respect to the mediation of disputes and disagreements between the Corporation and the unit owners;

AND WHEREAS the Board of Directors of the Corporation deem it appropriate to pass a by-law relating to the mediation procedure for the Corporation.

NOW THEREFORE be it enacted as a By-law of the Corporation as follows:

Service of Notice of Mediation:

In the event of a disagreement or dispute between the Corporation and a unit owner(s) relating to the Declaration, By-laws and Rules of the Corporation, either party may submit the disagreement or dispute to mediation by serving a written notice of mediation (the "Notice of Mediation") setting out the particulars of the disagreement or dispute in question. Service of the Notice of Mediation upon the owner shall be made pursuant to Section 47 of the *Act*. Service of the Notice of Mediation upon the Corporation shall be effective if sent by pre-paid mail addressed to the President of the Board of Directors of the Corporation at the Corporation's address for service and/or at the address of the property management company.

Selection and Role of the Mediator:

The party serving the Notice of Mediation shall set forth in the notice to the other party the names, qualification and experience of two or more mediators from whom the other party may select one, or alternatively, may furnish to the first party its own list of two or more persons qualified to act as a mediator, and within 7 days thereafter, the parties shall communicate directly with one another to select a mediator.

The mediator selected by the parties shall not have had any current or past relationship of any kind with any of the parties that might otherwise give rise to justifiable doubts as to his or her impartiality or independence in assuming a neutral role as a mediator to assist the parties in the resolution of their dispute.

The mediator's role is to assist the parties to negotiate a resolution of their dispute. The mediator will not make decisions for the parties about how the matter should or must be resolved.

Notwithstanding the foregoing, if any party fails to respond to a Notice of Mediation within the time frame set forth above, the party who submitted the Notice of Mediation may proceed directly to have the disagreement resolved by arbitration under the *Arbitration Act, 1991*, as amended.

Party Confidentiality:

The parties to the question or matter in dispute acknowledge that mediation is a confidential settlement process, and that they are participating in the process with the understanding that anything discussed in the mediation cannot be used in any other proceeding.

Pre-mediation information:

Each of the parties shall provide to the mediator a brief description of the dispute in writing in order to facilitate a more complete understanding of the disagreement and the issues to be mediated not less than two (2) days prior to the mediation session, which date the mediator shall have authority to establish at the earliest possible and convenient date to the parties.

Authority to Settle:

The parties or those representing them at the mediation shall have full, unqualified authority to settle the controversy, save and except that any settlement may be subject to ratification by the Board of Directors of the Corporation.

Mediator Confidentiality:

The mediator shall not disclose to anyone who is not a party to the mediation anything said or any materials submitted to the mediator except when ordered to do so by judicial authority or where required to do so by law.

Legal Representation:

The parties may seek legal representation or advice prior to or during the mediation. They may have lawyers present at the mediation, if they so desire. If the mediator selected by the parties is a qualified lawyer, he or she will not provide legal representation or legal advice to any party at any time, and the mediator has no duty to assert or protect the legal rights and responsibilities of any party, or to raise any issue not raised by the parties themselves, or to determine who should participate in the mediation.

Place of Mediation:

The mediation session shall be conducted in the City of Toronto or Town of Markham, Ontario unless the parties agree otherwise.

Costs of the Mediation:

In accordance with Section 132 of the *Act*, each party shall pay the share of the mediator's fees and expenses that the settlement specifies, if a settlement is obtained, or the mediator specifies in the notice stating that the mediation has failed, if the mediation fails. If required by the mediator, the parties shall pay a deposit to the mediator (up to 2 days prior to the mediation) to be held on account of and be applied against the mediator's fees.

Notice and Report:

In the event that the parties are unable, with the assistance of the mediator, to settle their dispute, the mediator shall deliver a notice to the parties stating that the mediation has failed, and the parties shall thereafter resolve their dispute by arbitration under the *Arbitration Act, 1991*, as amended.

Settlement:

In accordance with Section 132 of the *Act*, upon obtaining a settlement between the parties with respect to the disagreement submitted to mediation, the mediator shall make a written report of the settlement which shall form part of the agreement or matter that was the subject of the mediation.

DATED this 24th day of April, 2006.

The foregoing By-law No. 9 is hereby passed by the Directors of the Corporation (subject to the required consent of owners) pursuant to the *Act*, at a meeting of Directors duly called and held.

X Jan Worschewes
Director

X [Signature]
Director

The foregoing By-law No. 9 is hereby consented to by owners who own a majority of the units of the Corporation at a meeting of the owners duly called and held on this _____ day of _____, 2006, in accordance with the requirements of the *Act*.

DATED this _____ day of _____, 2006.

Director

Director

Properties

- PIN* 29039 - 0001 LT
Description UNIT 1, LEVEL 1, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM
Address 101 UNIT
50 INVERLOCHY BLVD
MARKHAM
- PIN* 29039 - 0002 LT
Description UNIT 2, LEVEL 1, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM
Address 102 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM
- PIN* 29039 - 0003 LT
Description UNIT 3, LEVEL 1, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM
Address 103 UNIT
50 INVERLOCHY BLVD
MARKHAM
- PIN* 29039 - 0004 LT
Description UNIT 4, LEVEL 1, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM
Address 104 UNIT
50 INVERLOCHY BLVD
MARKHAM
- PIN* 29039 - 0005 LT
Description UNIT 5, LEVEL 1, YORK CONDOMINIUM PLAN NO. 300 ; PARTS BLOCK E AND BLOCK QQQ PLAN 7686; PARTS LOT 32 CONCESSION 1, PARTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493; SUBJECT TO LB529109; CITY OF MARKHAM
Address 105 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM
- PIN* 29039 - 0006 LT
Description UNIT 6, LEVEL 1, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM
Address 106 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM
- PIN* 29039 - 0007 LT
Description UNIT 7, LEVEL 1, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM
Address 107 UNIT
50 INVERLOCHY BLVD
MARKHAM
- PIN* 29039 - 0008 LT
Description UNIT 8, LEVEL 1, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 ,
Address 101 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM
- PIN* 29039 - 0009 LT
Description UNIT 9, LEVEL 1, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY

Properties

LT28493 ; S/T LB529109 MARKHAM

Address 102 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0010 LT

Description UNIT 10, LEVEL 1, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 103 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0011 LT

Description UNIT 11, LEVEL 1, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 105 SUITE
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0012 LT

Description UNIT 12, LEVEL 1, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 106 SUITE
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0013 LT

Description UNIT 13, LEVEL 1, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 107 APARTMENT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0014 LT

Description UNIT 1, LEVEL 2, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL
7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 201 SUITE
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0015 LT

Description UNIT 2, LEVEL 2, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL
7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 202 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0016 LT

Description UNIT 3, LEVEL 2, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL
7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 203 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0017 LT

Description UNIT 4, LEVEL 2, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL
7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109; CITY OF MARKHAM

Address 204 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

Properties

PIN 29039 - 0018 LT
Description UNIT 5, LEVEL 2, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM
Address 205 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0019 LT
Description UNIT 6, LEVEL 2, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM
Address 206 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0020 LT
Description UNIT 7, LEVEL 2, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM
Address 207 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0021 LT
Description UNIT 8, LEVEL 2, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM
Address 208 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0022 LT
Description UNIT 9, LEVEL 2, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM
Address 209 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0023 LT
Description UNIT 10, LEVEL 2, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; CITY OF MARKHAM
Address 210 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0024 LT
Description UNIT 11, LEVEL 2, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM
Address 50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0025 LT
Description UNIT 12, LEVEL 2, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM
Address 201 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0026 LT
Description UNIT 13, LEVEL 2, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Properties

Address 202 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0027 LT

Description UNIT 14, LEVEL 2, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 203 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0028 LT

Description UNIT 15, LEVEL 2, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 204 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0029 LT

Description UNIT 16, LEVEL 2, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109; TOWN OF MARKHAM

Address 205 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0030 LT

Description UNIT 17, LEVEL 2, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 206 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0031 LT

Description UNIT 18, LEVEL 2, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 207 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0032 LT

Description UNIT 19, LEVEL 2, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 208 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0033 LT

Description UNIT 20, LEVEL 2, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109; TOWN OF MARKHAM

Address 209 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0034 LT

Description UNIT 21, LEVEL 2, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 210 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0035 LT

Properties

Description UNIT 22, LEVEL 2, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 22 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0036 LT

Description UNIT 1, LEVEL 3, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 301 APARTMENT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0037 LT

Description UNIT 2, LEVEL 3, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 302 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0038 LT

Description UNIT 3, LEVEL 3, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 303 SUITE
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0039 LT

Description UNIT 4, LEVEL 3, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 304 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0040 LT

Description UNIT 5, LEVEL 3, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109

Address 305 SUITE
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0041 LT

Description UNIT 6, LEVEL 3, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 306 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0042 LT

Description UNIT 7, LEVEL 3, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; CITY OF MARKHAM

Address 307 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0043 LT

Description UNIT 8, LEVEL 3, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Properties

Address 308 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0044 LT

Description UNIT 9, LEVEL 3, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0045 LT

Description UNIT 10, LEVEL 3, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 310 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0046 LT

Description UNIT 11, LEVEL 3, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 311 SUITE
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0047 LT

Description UNIT 12, LEVEL 3, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 301 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0048 LT

Description UNIT 13, LEVEL 3, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 302 SUITE
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0049 LT

Description UNIT 14, LEVEL 3, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; TOWN OF MARKHAM

Address 303 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0050 LT

Description UNIT 15, LEVEL 3, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 304 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0051 LT

Description UNIT 16, LEVEL 3, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 305 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0052 LT

Properties

Description UNIT 17, LEVEL 3, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; CITY OF MARKHAM

Address 306 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0053 LT

Description UNIT 18, LEVEL 3, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 307 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0054 LT

Description UNIT 19, LEVEL 3, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 308 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0055 LT

Description UNIT 20, LEVEL 3, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 309 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0056 LT

Description UNIT 21, LEVEL 3, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 310 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0057 LT

Description UNIT 22, LEVEL 3, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 311 SUITE
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0058 LT

Description UNIT 1, LEVEL 4, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109;; TOWN OF MARKHAM

Address 401 SUITE
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0059 LT

Description UNIT 2, LEVEL 4, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 402 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0060 LT

Description UNIT 3, LEVEL 4, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Properties

Address 403 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0061 LT

Description UNIT 4, LEVEL 4, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 404 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0062 LT

Description UNIT 5, LEVEL 4, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 405 SUITE
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0063 LT

Description UNIT 6, LEVEL 4, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 406 SUITE
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0064 LT

Description UNIT 7, LEVEL 4, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 407 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0065 LT

Description UNIT 8, LEVEL 4, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 408 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0066 LT

Description UNIT 9, LEVEL 4, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; TOWN OF MARKHAM

Address 409 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0067 LT

Description UNIT 10, LEVEL 4, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 410 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0068 LT

Description UNIT 11, LEVEL 4, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 411 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0069 LT

Properties

Description UNIT 12, LEVEL 4, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 401 SUITE
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0070 LT

Description UNIT 13, LEVEL 4, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM; CITY OF MARKHAM

Address 402 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0071 LT

Description UNIT 14, LEVEL 4, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 403 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0072 LT

Description UNIT 15, LEVEL 4, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 404 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0073 LT

Description UNIT 16, LEVEL 4, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 405 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0074 LT

Description UNIT 17, LEVEL 4, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 406 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0075 LT

Description UNIT 18, LEVEL 4, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 407 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0076 LT

Description UNIT 19, LEVEL 4, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109; TOWN OF MARKHAM

Address 408 SUITE
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0077 LT

Description UNIT 20, LEVEL 4, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Properties

Address 409 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0078 LT

Description UNIT 21, LEVEL 4, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 410 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0079 LT

Description UNIT 22, LEVEL 4, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 411 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0080 LT

Description UNIT 1, LEVEL 5, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL
7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 501 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0081 LT

Description UNIT 2, LEVEL 5, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL
7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109; CITY OF MARKHAM

Address 502 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0082 LT

Description UNIT 3, LEVEL 5, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL
7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109; CITY OF MARKHAM

Address 503 SUITE
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0083 LT

Description UNIT 4, LEVEL 5, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL
7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 504 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0084 LT

Description UNIT 5, LEVEL 5, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL
7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 505 SUITE
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0085 LT

Description UNIT 6, LEVEL 5, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL
7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 506 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0086 LT

Properties

Description UNIT 7, LEVEL 5, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 507 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0087 LT

Description UNIT 8, LEVEL 5, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 508 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0088 LT

Description UNIT 9, LEVEL 5, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 509 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0089 LT

Description UNIT 10, LEVEL 5, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 510 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0090 LT

Description UNIT 11, LEVEL 5, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM; CITY OF MARKHAM

Address 511 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0091 LT

Description UNIT 12, LEVEL 5, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 501 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0092 LT

Description UNIT 13, LEVEL 5, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; CITY OF MARKHAM

Address 502 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0093 LT

Description UNIT 14, LEVEL 5, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; TOWN OF MARKHAM

Address 503 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0094 LT

Description UNIT 15, LEVEL 5, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Properties

Address 504 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0095 LT

Description UNIT 16, LEVEL 5, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; TOWN OF MARKHAM

Address 505 SUITE
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0096 LT

Description UNIT 17, LEVEL 5, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 506 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0097 LT

Description UNIT 18, LEVEL 5, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 507 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0098 LT

Description UNIT 19, LEVEL 5, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; TOWN OF MARKHAM

Address 508 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0099 LT

Description UNIT 20, LEVEL 5, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 509 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0100 LT

Description UNIT 21, LEVEL 5, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 510 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0101 LT

Description UNIT 22, LEVEL 5, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 511 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0102 LT

Description UNIT 1, LEVEL 6, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 601 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0103 LT

Properties

Description UNIT 2, LEVEL 6, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 602 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0104 LT

Description UNIT 3, LEVEL 6, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 603 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0105 LT

Description UNIT 4, LEVEL 6, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 604 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0106 LT

Description UNIT 5, LEVEL 6, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 605 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0107 LT

Description UNIT 6, LEVEL 6, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109

Address 606 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0108 LT

Description UNIT 7, LEVEL 6, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 607 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0109 LT

Description UNIT 8, LEVEL 6, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 608 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0110 LT

Description UNIT 9, LEVEL 6, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0111 LT

Description UNIT 10, LEVEL 6, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 610 UNIT

Properties

60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0112 LT

Description UNIT 11, LEVEL 6, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109; TOWN OF MARKHAM

Address 611 UNIT
50 INVERLOCHY BLVD
THORNHILL

PIN 29039 - 0113 LT

Description UNIT 12, LEVEL 6, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM; CITY OF MARKHAM

Address 601 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0114 LT

Description UNIT 13, LEVEL 6, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109; TOWN OF MARKHAM

Address 602 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0115 LT

Description UNIT 14, LEVEL 6, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 603 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0116 LT

Description UNIT 15, LEVEL 6, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 604 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0117 LT

Description UNIT 16, LEVEL 6, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 605 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0118 LT

Description UNIT 17, LEVEL 6, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 606 UNIT
60 BLVD INVERLOCHY
MARKHAM

PIN 29039 - 0119 LT

Description UNIT 18, LEVEL 6, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 607 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0120 LT

Properties

Description UNIT 19, LEVEL 6, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 608 SUITE
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0121 LT

Description UNIT 20, LEVEL 6, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; CITY OF MARKHAM

Address 609 UNIT
60 INVERLOCHY BOULEVARD
THORNHILL

PIN 29039 - 0122 LT

Description UNIT 21, LEVEL 6, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 610 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0123 LT

Description UNIT 22, LEVEL 6, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 611 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0124 LT

Description UNIT 1, LEVEL 7, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 701 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0125 LT

Description UNIT 2, LEVEL 7, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; CITY OF MARKHAM

Address 702 SUITE
50 INVERLOCHY BOULEVARD
THORNHILL

PIN 29039 - 0126 LT

Description UNIT 3, LEVEL 7, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM; CITY OF MARKHAM

Address 703 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0127 LT

Description UNIT 4, LEVEL 7, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 704 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0128 LT

Description UNIT 5, LEVEL 7, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Properties

Address 705 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0129 LT

Description UNIT 6, LEVEL 7, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 706 SUITE
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0130 LT

Description UNIT 7, LEVEL 7, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 707 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0131 LT

Description UNIT 8, LEVEL 7, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 708 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0132 LT

Description UNIT 9, LEVEL 7, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 709 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0133 LT

Description UNIT 10, LEVEL 7, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; CITY OF MARKHAM

Address 710 SUITE
50 INVERLOCHY BOULEVARD
THORNHILL

PIN 29039 - 0134 LT

Description UNIT 11, LEVEL 7, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 711 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0135 LT

Description UNIT 12, LEVEL 7, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM; CITY OF MARKHAM

Address 701 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0136 LT

Description UNIT 13, LEVEL 7, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 702 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0137 LT

Properties

Description UNIT 14, LEVEL 7, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 703 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0138 LT

Description UNIT 15, LEVEL 7, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 704 SUITE
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0139 LT

Description UNIT 16, LEVEL 7, YORK CONDOMINIUM PLAN NO. 300; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493; S/T LB529109; CITY OF MARKHAM

Address 705 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0140 LT

Description UNIT 17, LEVEL 7, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109

Address 706 SUITE
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0141 LT

Description UNIT 18, LEVEL 7, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 707 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0142 LT

Description UNIT 19, LEVEL 7, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109

Address 708 SUITE
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0143 LT

Description UNIT 20, LEVEL 7, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 709 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0144 LT

Description UNIT 21, LEVEL 7, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109; CITY OF MARKHAM

Address 710 SUITE
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0145 LT

Description UNIT 22, LEVEL 7, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109

Properties

Address 711 SUITE
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0146 LT

Description UNIT 1, LEVEL 8, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; CITY OF MARKHAM

Address 801 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0147 LT

Description UNIT 2, LEVEL 8, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 802 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0148 LT

Description UNIT 3, LEVEL 8, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 803 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0149 LT

Description UNIT 4, LEVEL 8, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; CITY OF MARKHAM

Address 804 SUITE
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0150 LT

Description UNIT 5, LEVEL 8, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 805 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0151 LT

Description UNIT 6, LEVEL 8, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 806 APARTMENT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0152 LT

Description UNIT 7, LEVEL 8, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 807 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0153 LT

Description UNIT 8, LEVEL 8, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 808 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0154 LT

Properties

Description UNIT 9, LEVEL 8, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; CITY OF MARKHAM

Address 809 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0155 LT

Description UNIT 10, LEVEL 8, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; CITY OF MARKHAM

Address 810 SUITE
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0156 LT

Description UNIT 11, LEVEL 8, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 811 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0157 LT

Description UNIT 12, LEVEL 8, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 801 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0158 LT

Description UNIT 13, LEVEL 8, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; CITY OF MARKHAM

Address 802D UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0159 LT

Description UNIT 14, LEVEL 8, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM; CITY OF MARKHAM

Address 803 SUITE
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0160 LT

Description UNIT 15, LEVEL 8, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109

Address 804 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0161 LT

Description UNIT 16, LEVEL 8, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; TOWN OF MARKHAM

Address 805 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0162 LT

Description UNIT 17, LEVEL 8, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Properties

Address 806 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0163 LT

Description UNIT 18, LEVEL 8, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; TOWN OF MARKHAM

Address 807 SUITE
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0164 LT

Description UNIT 19, LEVEL 8, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 808 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0165 LT

Description UNIT 20, LEVEL 8, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 809 APARTMENT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0166 LT

Description UNIT 21, LEVEL 8, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; CITY OF MARKHAM

Address 810 UNIT
60 INVERLOCHY BLVD
THORNHILL

PIN 29039 - 0167 LT

Description UNIT 22, LEVEL 8, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 811 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0168 LT

Description UNIT 1, LEVEL 9, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 901 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0169 LT

Description UNIT 2, LEVEL 9, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; CITY OF MARKHAM

Address 902 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0170 LT

Description UNIT 3, LEVEL 9, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 903 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0171 LT

Properties

- Description* UNIT 4, LEVEL 9, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM
- Address* 904 UNIT
50 INVERLOCHY BLVD
MARKHAM
- PIN* 29039 - 0172 LT
- Description* UNIT 5, LEVEL 9, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM
- Address* 905 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM
- PIN* 29039 - 0173 LT
- Description* UNIT 6, LEVEL 9, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM
- Address* 906 UNIT
50 INVERLOCHY BLVD
MARKHAM
- PIN* 29039 - 0174 LT
- Description* UNIT 7, LEVEL 9, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM
- Address* 907 UNIT
50 INVERLOCHY BLVD
MARKHAM
- PIN* 29039 - 0175 LT
- Description* UNIT 8, LEVEL 9, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; TOWN OF MARKHAM
- Address* 908 SUITE
50 INVERLOCHY BLVD
MARKHAM
- PIN* 29039 - 0176 LT
- Description* UNIT 9, LEVEL 9, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM
- Address* 909 UNIT
50 INVERLOCHY BLVD
MARKHAM
- PIN* 29039 - 0177 LT
- Description* UNIT 10, LEVEL 9, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM
- Address* 910 UNIT
50 INVERLOCHY BLVD
MARKHAM
- PIN* 29039 - 0178 LT
- Description* UNIT 11, LEVEL 9, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM
- Address* 911 UNIT
50 INVERLOCHY BLVD
MARKHAM
- PIN* 29039 - 0179 LT
- Description* UNIT 12, LEVEL 9, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Properties

Address 901 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0180 LT

Description UNIT 13, LEVEL 9, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 902 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0181 LT

Description UNIT 14, LEVEL 9, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 903 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0182 LT

Description UNIT 15, LEVEL 9, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109; TOWN OF MARKHAM

Address 904 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0183 LT

Description UNIT 16, LEVEL 9, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 905 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0184 LT

Description UNIT 17, LEVEL 9, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 906 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0185 LT

Description UNIT 18, LEVEL 9, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109; CITY OF MARKHAM

Address 907 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0186 LT

Description UNIT 19, LEVEL 9, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 908 SUITE
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0187 LT

Description UNIT 20, LEVEL 9, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 909 SUITE
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0188 LT

Properties

Description UNIT 21, LEVEL 9, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109; CITY OF MARKHAM

Address 910 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0189 LT

Description UNIT 22, LEVEL 9, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM; CITY OF MARKHAM

Address 911 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0190 LT

Description UNIT 1, LEVEL 10, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109; CITY OF MARKHAM

Address 1001 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0191 LT

Description UNIT 2, LEVEL 10, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1002 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0192 LT

Description UNIT 3, LEVEL 10, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109; TOWN OF MARKHAM

Address 1003 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0193 LT

Description UNIT 4, LEVEL 10, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1004 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0194 LT

Description UNIT 5, LEVEL 10, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1005 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0195 LT

Description UNIT 6, LEVEL 10, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1006 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0196 LT

Description UNIT 7, LEVEL 10, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109; TOWN OF MARKHAM

Properties

Address 1007 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0197 LT

Description UNIT 8, LEVEL 10, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1008 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0198 LT

Description UNIT 9, LEVEL 10, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1009 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0199 LT

Description UNIT 10, LEVEL 10, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1010 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0200 LT

Description UNIT 11, LEVEL 10, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1011 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0201 LT

Description UNIT 12, LEVEL 10, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1001 SUITE
60 INVERLOCHY BOULEVARD
THORNHILL

PIN 29039 - 0202 LT

Description UNIT 13, LEVEL 10, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109; CITY OF MARKHAM

Address 1002 SUITE
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0203 LT

Description UNIT 14, LEVEL 10, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1003 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0204 LT

Description UNIT 15, LEVEL 10, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1004 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0205 LT

Properties

Description UNIT 16, LEVEL 10, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 1005 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0206 LT

Description UNIT 17, LEVEL 10, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 1006 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0207 LT

Description UNIT 18, LEVEL 10, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 1007 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0208 LT

Description UNIT 19, LEVEL 10, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; CITY OF MARKHAM

Address 1008 SUITE
60 INVERLOCHY BOULEVARD
THORNHILL

PIN 29039 - 0209 LT

Description UNIT 20, LEVEL 10, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 1009 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0210 LT

Description UNIT 21, LEVEL 10, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 1010 SUITE
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0211 LT

Description UNIT 22, LEVEL 10, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109

Address 1011 SUITE
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0212 LT

Description UNIT 1, LEVEL 11, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; TOWN OF MARKHAM

Address 1101 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0213 LT

Description UNIT 2, LEVEL 11, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Properties

Address 1102 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0214 LT

Description UNIT 3, LEVEL 11, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; TOWN OF MARKHAM

Address 1103 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0215 LT

Description UNIT 4, LEVEL 11, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 1104 SUITE
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0216 LT

Description UNIT 5, LEVEL 11, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 1105 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0217 LT

Description UNIT 6, LEVEL 11, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 1106 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0218 LT

Description UNIT 7, LEVEL 11, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109

Address 1107 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0219 LT

Description UNIT 8, LEVEL 11, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 1108 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0220 LT

Description UNIT 9, LEVEL 11, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 1109 SUITE
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0221 LT

Description UNIT 10, LEVEL 11, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; TOWN OF MARKHAM

Address 1110 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0222 LT

Properties

Description UNIT 11, LEVEL 11, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; CITY OF MARKHAM

Address 1111 SUITE
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0223 LT

Description UNIT 12, LEVEL 11, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 1101 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0224 LT

Description UNIT 13, LEVEL 11, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 1102 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0225 LT

Description UNIT 14, LEVEL 11, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 1103 SUITE
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0226 LT

Description UNIT 15, LEVEL 11, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 1104 SUITE
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0227 LT

Description UNIT 16, LEVEL 11, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 1105 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0228 LT

Description UNIT 17, LEVEL 11, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; TOWN OF MARKHAM

Address 1106 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0229 LT

Description UNIT 18, LEVEL 11, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; TOWN OF MARKHAM

Address 1107 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0230 LT

Description UNIT 19, LEVEL 11, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; CITY OF MARKHAM

Properties

Address 1108 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0231 LT

Description UNIT 20, LEVEL 11, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1109 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0232 LT

Description UNIT 21, LEVEL 11, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1110 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0233 LT

Description UNIT 22, LEVEL 11, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1111 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0234 LT

Description UNIT 1, LEVEL 12, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1201 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0235 LT

Description UNIT 2, LEVEL 12, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1202 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0236 LT

Description UNIT 3, LEVEL 12, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109; CITY OF MARKHAM

Address 1203 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0237 LT

Description UNIT 4, LEVEL 12, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1204 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0238 LT

Description UNIT 5, LEVEL 12, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109; TOWN OF MARKHAM

Address 1205 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0239 LT

Properties

Description UNIT 6, LEVEL 12, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 1206 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0240 LT

Description UNIT 7, LEVEL 12, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 1207 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0241 LT

Description UNIT 8, LEVEL 12, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 1208 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0242 LT

Description UNIT 9, LEVEL 12, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 1209 UNIT
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0243 LT

Description UNIT 10, LEVEL 12, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 1210 UNIT
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0244 LT

Description UNIT 11, LEVEL 12, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 1211 SUITE
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0245 LT

Description UNIT 12, LEVEL 12, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 1201 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0246 LT

Description UNIT 13, LEVEL 12, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 1202 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0247 LT

Description UNIT 14, LEVEL 12, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Properties

Address 1203 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0248 LT

Description UNIT 15, LEVEL 12, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1204 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0249 LT

Description UNIT 16, LEVEL 12, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1205 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0250 LT

Description UNIT 17, LEVEL 12, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1206 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0251 LT

Description UNIT 18, LEVEL 12, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1207 SUITE
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0252 LT

Description UNIT 19, LEVEL 12, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109; TOWN OF MARKHAM

Address 1208 SUITE
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0253 LT

Description UNIT 20, LEVEL 12, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1209 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0254 LT

Description UNIT 21, LEVEL 12, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1210 UNIT
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0255 LT

Description UNIT 22, LEVEL 12, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1211 UNIT
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0256 LT

Properties

Description UNIT 1, LEVEL 13, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1 PENTHOUSE
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0257 LT

Description UNIT 2, LEVEL 13, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 2 PENTHOUSE
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0258 LT

Description UNIT 3, LEVEL 13, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 3 PENTHOUSE
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0259 LT

Description UNIT 4, LEVEL 13, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 4 PENTHOUSE
50 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0260 LT

Description UNIT 5, LEVEL 13, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 5 PENTHOUSE
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0261 LT

Description UNIT 6, LEVEL 13, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 6 PENTHOUSE
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0262 LT

Description UNIT 7, LEVEL 13, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 7 PENTHOUSE
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0263 LT

Description UNIT 8, LEVEL 13, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 8 PENTHOUSE
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0264 LT

Description UNIT 9, LEVEL 13, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Properties

Address 9 PENTHOUSE
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0265 LT

Description UNIT 10, LEVEL 13, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 10 PENTHOUSE
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0266 LT

Description UNIT 11, LEVEL 13, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 11 PENTHOUSE
50 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0267 LT

Description UNIT 12, LEVEL 13, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 1 PENTHOUSE
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0268 LT

Description UNIT 13, LEVEL 13, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109; TOWN OF MARKHAM

Address 2 PENTHOUSE
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0269 LT

Description UNIT 14, LEVEL 13, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 3 PENTHOUSE
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0270 LT

Description UNIT 15, LEVEL 13, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 4 PENTHOUSE
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0271 LT

Description UNIT 16, LEVEL 13, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 5 PENTHOUSE
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0272 LT

Description UNIT 17, LEVEL 13, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ
PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE
FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY
LT28493 ; S/T LB529109 MARKHAM

Address 6 PENTHOUSE
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0273 LT

Properties

Description UNIT 18, LEVEL 13, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109; TOWN OF MARKHAM

Address 7 PENTHOUSE
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0274 LT

Description UNIT 19, LEVEL 13, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 8 PENTHOUSE
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0275 LT

Description UNIT 20, LEVEL 13, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 9 PENTHOUSE
60 INVERLOCHY BOULEVARD
MARKHAM

PIN 29039 - 0276 LT

Description UNIT 21, LEVEL 13, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 10 PENTHOUSE
60 INVERLOCHY BLVD
MARKHAM

PIN 29039 - 0277 LT

Description UNIT 22, LEVEL 13, YORK CONDOMINIUM PLAN NO. 300 ; PTS BLK E AND BLK QQQ PL 7686; PTS LT 32 CON 1, PTS 16, 19, 20, 21, 22, 23, 24, 25, 30 & 31 66R5645, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB523385 AS AMENDED BY LT28493 ; S/T LB529109 MARKHAM

Address 11 PENTHOUSE
60 INVERLOCHY BLVD
MARKHAM

Applicant(s)

Name YORK CONDOMINIUM CORPORATION NO. 300
Address for Service c/o Crossbridge Condominium Services
50 & 60 Inverlochy Blvd.
Thornhill, Ontario
L3T 4T6

York Condominium Corporation number 300 hereby certifies that by-law number 12 attached hereto See Schedules is a true copy of the by-law. The by-law was made in accordance with the Condominium Act. The owners of a majority of the units of the corporation have voted in favour of confirming the by-law.

I, DAVID WALL, Treasurer and I, PENNY SPENCE, President, have the authority to bind the corporation.

Signed By

Anne Teixeira 181 University Ave., Suite 2100 acting for Signed 2019 03 20
Toronto Applicant(s)
M5H 3M7

Tel 416-863-1010

Fax 416-863-1009

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

DALE & LESSMANN LLP 181 University Ave., Suite 2100 2019 03 20
Toronto
M5H 3M7

Tel 416-863-1010

Submitted By

Fax 416-863-1009

Fees/Taxes/Payment

Statutory Registration Fee	\$64.40
Total Paid	\$64.40

CERTIFICATE IN RESPECT OF A BY-LAW

(Under subsection 38(1) of Ontario Regulation 49/01 and
subsection 56(9) of the *Condominium Act, 1998*)

Condominium Act, 1998

YORK CONDOMINIUM CORPORATION NO. 300 (known as the
"Corporation") certifies that:

1. The copy of By-law Number 12, attached as Schedule A, is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 17 day of March, 2019.

YORK CONDOMINIUM CORPORATION NO. 300

David Wall
(signature)

David Wall, treasurer
(print name, title)

Penny Spence
(signature)

Penny Spence, President
(print name, title)

We have authority to bind the Corporation

YORK CONDOMINIUM CORPORATION NO. 300
(the "Corporation")

BY-LAW NO. 12
(Bulk Internet Services)

WHEREAS pursuant to Subsection 56(1)(n) of the *Condominium Act, 1998*, (the "Act") the Corporation has the authority to pass a by-law (subject to confirmation by the owners) to specify duties of the Corporation in addition to the duties set out in the Act and the Corporation's Declaration;


AND WHEREAS the Board of Directors of the Corporation has decided that it is in the best interest of the unit owners and the Corporation to negotiate and enter into a bulk internet and communication service contract on behalf of the unit owners and to charge the cost, charges and expenses of such services to each unit on an equal flat fee per unit or service outlet basis and to include such cost, charges and expenses as part of the common expenses.

NOW THEREFORE be it enacted as a By-Law of the Corporation as follows:

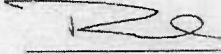
1. The Board of Directors of the Corporation is hereby authorized to negotiate, enter into, amend, extend and/or terminate one or more bulk internet and communication services agreement, from time to time, for the purpose of providing such services to each unit and the common elements and to have all fees, expenses and charges relating to such agreement(s) to be charged against each unit on a flat fee per unit and/or service outlet basis and to allow for such fees, expenses and charges to be added to the common expenses of each unit and collected accordingly.
2. Provisions of any prior By-laws, Resolutions or proceedings of the Corporation inconsistent with this By-law are hereby revoked in order to give full effect to this By-law.

The foregoing By-law No. 12 is hereby passed by the Directors of the Corporation (subject to the required confirmation of owners) pursuant to the *Act* at a meeting of Directors duly called and held.

DATED this 07 day of January, 2019.



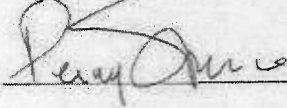
President




Secretary c/s

The foregoing By-law No. 12 is confirmed by owners who own a majority of the units of the Corporation at a meeting of the owners duly called and held on this 13 day of March, 2019 in accordance with the requirements of the *Act*.

DATED this 14 day of March, 2019.



President



Secretary c/s

CERTIFICATE IN RESPECT OF A BY-LAW

(UNDER SUBSECTION 56(9) OF THE CONDOMINIUM ACT, 1998)

York Condominium Corporation No. 300 (known as the "Corporation" certifies that:

1. The Copy of By-Law Number 11, attached is a true copy of the By-Law.
2. The By-Law was made in accordance of the Condominium Act, 1998
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-Law at a Special General Meeting of Owners held on November 17, 2008.
4. The By-Law was registered as Instrument Number YR1255679 on November 19, 2008.

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 35 of 39

Properties

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 36 of 39

Signed By

Luigi Natale	Suite 1200, 95 Wellington St. West, TD Centre Toronto M5J 2Z9	acting for Applicant(s)	Signed	2008 11 19
Tel	4168649700			
Fax	4169418852			

Submitted By

FOGLER, RUBINOFF LLP	Suite 1200, 95 Wellington St. West, TD Centre Toronto M5J 2Z9			2008 11 19
Tel	4168649700			
Fax	4169418852			

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

**YORK CONDOMINIUM CORPORATION NO. 300
(the "Corporation")**

**BY-LAW NO. 11
(Standard Unit)**

WHEREAS pursuant to Sections 56(1)(h), 89 and 99 of *The Condominium Act, 1998*, (the "Act") the Board of Directors of the Corporation has the authority to pass a by-law relating to a Standard Unit;

AND WHEREAS the Board of Directors of the Corporation deems it appropriate to pass a by-law relating to a Standard Unit.

NOW THEREFORE be it enacted as a By-Law of the Corporation as follows:

1. That the Corporation will have only one class of Standard Unit for residential units as defined herein.
2. That a Standard Unit for the purpose of determining the responsibility for repairing after damage improvements to units and for insuring units, shall be defined as follows:

GENERAL INTERIOR

Item	Description
Walls	Standard drywall, painted
Baseboards	3" wood - standard baseboards
Window & Door Casings	Standard metal framing
Interior Doors	Hollow doors - flat
Paint Grade	Quality flat finish latex throughout except for semi-gloss finish in kitchen and bathroom. Two coats - 1 coat primer and 1 coat finish. White or off-white throughout. Trim paint - semi-gloss to match wall colour.
Hardware (interior)	Brushed stainless steel knob-sets

LIVING/DINING/FOYER/HALL

Item	Description
Ceiling & Bulkheads	Sprayed stucco finish
Lighting	Chandelier style - 5 bulb in dining room; ceiling mount standard 2-bulb incandescent ceiling fixtures in foyer and interior hallway
Clothes Closet	Clothes bar & shelf. Hollow core door

BEDROOMS

Item	Description
Ceilings & bulkheads	Stucco ceilings; drywall bulkheads
Lighting	Standard 2-bulb incandescent ceiling fixtures
Closet Doors	Master bedroom - hollow core door to walk-in closet; hollow core on 2 nd and 3 rd bedroom closets. All closets have clothes bars and shelves.

KITCHEN

Item	Description
Ceiling	Plaster
Cabinets	Standard cabinets including 1 bank of drawers and reach in corner cupboards. Pulls included. Finish - Wood
Countertop	Plastic pre-formed laminate
Backsplash	(above formed laminate counter) drywall, painted

Item	Description
Sink/Taps	Double stainless-steel sink with standard 2-tap/spout faucet
Lighting	4 foot fluorescent (2-tube) - surface mounted. Corner suites have 1 fluorescent fixture. All other suites have 2 fixtures.
Dishwasher	Plumbing and electrical for built-in dishwasher
Door	Double flat doors with knob pulls

BATHROOM

All 04 and 08 units have 2 - 4 piece bathrooms

All other suites have 1 - 4-piece bathroom and 1- 2 piece bathroom

4-Piece Bathrooms

Item	Description
Ceiling	Dropped ceiling - drywall
Cabinets	Standard cabinets including 1 bank of drawers. Pulls included. Finish - Wood, Painted white
Countertop	Plastic pre-formed Laminate
Medicine Cabinet	Recessed 3-panel mirror cabinet
Sink/Taps	Porcelain sinks - two-handle hot/cold
Toilet	Porcelain - American Standard
Tub/Shower	Standard 5-foot porcelain tub with 4"ceramic tile bathtub enclosure
Lighting	4 incandescent bulbs - plastic lens - 30 inch
Accessories	1 towel bar, 1 toilet paper holder (surface mount), 1 soap dish (recessed)

2-Piece Bathrooms

Item	Description
Ceiling	Dropped ceiling - drywall
Cabinets	Standard Pulls included. Finish - wood, painted white
Countertop	Laminate
Medicine Cabinet	Some models with medicine cabinet, some with mirror over sink (width of vanity)
Sink/Taps	Porcelain sink with two-handle hot/cold
Toilet	Porcelain - American Standard
Lighting	Recessed 4 foot fluorescent (2 tube)
Accessories	1 towel bar, 1 toilet paper holder (surface mount)

OTHER

Item	Description
Floor Coverings	No floor coverings whatsoever will be included within the standard unit, and accordingly the only flooring that will be insured by the Corporation's master insurance policy will be the concrete floor slab of each unit. Each unit owner will therefore be responsible for fully insuring his or her own flooring (whether constituting hardwood, broadloom, ceramic tile, laminate, carpeting or other floor covering whatsoever, in whole or in part) that has been installed within each owner's suite, all at each owners' sole cost and expense.
Electrical	Copper electrical wiring with fuse panel
Fire Safety	All suites are equipped with a fire horn with silencer connected to the building fire alarm system and battery-operated local smoke alarms within 10 feet of bedroom doors
Suite Exhaust	Each suite has 2 exhaust fans, typically 1 for the bathrooms and 1 for the kitchen/laundry room, ducted to the exterior. Laundry area has lint trap in ducting.

Item	Description
Cable TV and Telephone	All suites are wired for 3 Cable TV outlets and 3 telephone outlets.
Storage	Storage lockers in all suites except 107 in each building and all suites ending in 11. Most located in front hallway of suite. Interior finish is painted drywall and vinyl tile flooring.
Laundry	All suites had original provisions for washer and dryer including electrical service for dryer and roughed in plumbing for washing machine.
Linen Closets	Each suite has a linen closet with 4 solid shelves

3. Any of the aforementioned materials and components may be replaced with material that is of similar or better quality and finish, should the original materials and components not be available for any reason.

The foregoing By-Law No. 11 is hereby passed by the Directors of the Corporation (subject to the required confirmation of owners) pursuant to the Act at a meeting of Directors duly called and held.

DATED this 27th day of October, 2008

Penny Spence.
President

[Signature]
Secretary

The foregoing By-Law No. 11 is confirmed by the owners who own a majority of the units of the Corporation at a meeting of the owners duly called and held on this 17th day of NOVEMBER, 2008 in accordance with the requirements of the Act.

Penny Spence.
President

[Signature]
SECRETARY

THORNHILL ORCHARDS
York Condominium Corporation NO. 300

Treasurer's Letter to Owners - Budget of 2020

Dear Fellow Owners:

The Board of Directors is pleased to enclose YCC 300's Budget for the fiscal year 2020 for your examination.

It is projected that we will end 2019 with a small deficit, less than \$1,000, which in turn suggests that to all intent and purposes our Budget for 2019 is balanced. Our Property Manager, Mike Encutu, continues to get the best possible value for our money through his tough but fair approach to procurement.

As in past years, this Budget was crafted around expected expenditures in a normal year, and we believe it will be adequate if nature cooperates. Owners can help us reach this goal by being most careful in their use of utilities, particularly electricity.

The Corporation undertook a new Comprehensive Reserve Fund Study in 2018 with Stephenson Engineering. We are entering a period of rebuilding our Reserve Fund having completed major repairs on the underground parking garage and embarking on extensive balcony repairs. The Reserve Fund Funding Plan calls for a 9 % increase in Reserve Fund allocation over the three-year period until the next Reserve Fund Review is undertaken.

Despite this significant increase in allocation to Reserve, and our necessary and major projects, the Board and Management have managed to keep the increase in our Maintenance Fees below three percent.

Overall, the Budget for 2020 requires an increase in Maintenance Fees of 2.93 %. Monthly fees include \$45.55 for Cable Television and \$39.55 for High Speed Unlimited Download.

If you have questions pertaining to the 2020 Budget, please submit them to the Management Office or the Board Room Confidential Mailbox, no later than Friday, December 20th. Similar questions will be tabulated, and replies will be published early in the New Year.

With greatest respect,

David Wall, Treasurer YCC 300

THORNHILL ORCHARDS
York Condominium Corporation NO. 300

WE CAN ALL HELP TO CONTAIN EXPENSES

We, as owners can help with energy savings too! As owners, we need to remain aware of the fact that just because our Utility Costs are included in our Monthly Maintenance Fees, they are not FREE. Turn off lights in parts of your suite that are not occupied. Try to run your dishwasher, washing machine and ABOVE ALL CLOTHES DRYER between 7:00 PM and 7:00 AM or on weekends when we pay less per kilowatt for electricity. We pay 8.7 cents per kilowatt hour during the evening and overnight from 7.00 PM to 7:00 AM and on weekends. We pay 13.2 cents per kilowatt hour from 11:00 AM to 5:00 PM and a whopping 18.0 cents per kilowatt hour from 7.00 AM to 11.00 AM and from 5:00 PM to 7:00 PM. Plan your elective electricity consumption accordingly; it will make a difference.

If you are going away for a long winter vacation, unplug instant-on electronics such as TVs, Digital Boxes, Computers and Internet Routers. These items tend to be energy vampires which use power even when they are turned off. If you are in an end unit, with baseboard heaters, make certain they are turned off when you leave and turn thermostats down to 17 degrees Celsius. Consider eating up the contents of your fridge and freezer and unplug it while you are away. Prop open the doors a little to prevent the interior from getting musty.

Convert your personal lighting to LED. In addition to using far less energy, LED lights are dimmable, very long lasting (some are guaranteed for as much as 25,000 hours) and are available in “daylight” hues which can help with seasonal depression. They do not dim significantly over time nor do they contain mercury or heavy metals requiring spent lights to be treated as hazardous waste. The fact that LED lights last so long makes them ideal for places where lights are difficult to access.

Make certain that your faucets and toilets are in good repair and do not drip or run on. Blade shavers, consider using a mug rather than running the tap. Set faucets to the minimum amount of flow that you need. Showers generally use less water than baths, dishwashers use less water than hand washing dishes, in most cases.

THORNHILL ORCHARDS
York Condominium Corporation NO. 300

December 06th, 2018

Dear Owners:

Re: 2020 Budget and Common Charges

Attached please find a copy of the Budget for January 1, 2020 to December 31, 2020, as approved by the Board of Directors.

Three Bedroom Unit Owners – Total Monthly Fee for 2020:

Common Element Fees:	\$887.70
New Rate for Rogers Cable:	\$45.55 (starting January 2020)
Internet Charges:	\$39.55
Total Monthly Fee:	\$972.80

Two Bedroom Unit Owners – Total Monthly Fee for 2020:

Common Element Fees:	\$814.31
New Rate for Rogers Cable:	\$45.55 (starting January 2020)
Internet Charges:	\$39.55
Total Monthly Fee:	\$899.41

The Board of Directors strongly encourages all owners to participate in the easy Pre-Authorized Payment Plan by submitting the attached **Pre-Authorized Payment Plan (PAP)** form to the Office. Note if you are currently participating in the Pre-Authorized Payment Plan (PAP), the monthly amount will continue automatically, and there is no further action required.

If you choose to pay by cheque, please provide to the Management office twelve (12) post-dated cheques starting January 1, 2020 to December 31, 2020, payable to Y.C.C 300, **no later than December 21, 2019.**

A full copy of the budget with detailed notes is available in the Management Office, should you wish to review it. Please do not hesitate to contact me with any questions you might have.

Yours truly,
Crossbridge Condominium Services Ltd.
Acting as Agents for and on behalf of
York Condominium Corporation No. 300
Mike Encutu
Property Manager

YCC 300 - 50 / 60 Inverloch (yc0300)
2019 BUDGET & PROJECTED REVENUES & EXPENSES AND 2020 BUDGET

		<u>2019 Budget</u>	<u>2019 Projected</u>	<u>2020 Budget</u>	<u>% Budget Change</u>
REVENUE					
OPERATING INCOME					
3001&3005	Common Expense Contribution	2,759,825	2,759,832	2,840,629	2.93
3090-0000	Prior Years Surplus/(Deficit) Applied	0	0	-44	-
3099-0000	Allocation to Reserve Fund	-1,098,036	-1,098,036	-1,196,527	9
TOTAL OPERATING INCOME		<u>1,661,789</u>	<u>1,661,796</u>	<u>1,644,059</u>	-1
3101-0000	Rental Income	19,364	19,380	19,735	2
3140-0000	Parking Income	480	350	360	-25
3305-0000	Access Control - Keys etc.	1,200	2,060	2,000	67
3360-0000	Interest Income	3,000	6,892	5,000	67
3375-0000	Multi-Purpose Room Income	360	138	720	100
3438-0000	NSF Fee	180	120	120	-33
3499-0000	Miscellaneous Income	240	5	60	-75
3510-0000	Cable/Internet/Satellite TV - Income	147,540	213,487	283,048	92
TOTAL REVENUE		<u>1,834,153</u>	<u>1,904,229</u>	<u>1,955,102</u>	7
EXPENDITURES					
UTILITIES					
4010-0000	Gas	119,319	105,671	122,082	2
4020-0000	Hydro	284,912	255,354	270,363	-5
4030-0000	Water	237,324	205,479	225,098	-5
4050-0000	Cable/Satellite TV	147,540	212,922	283,048	92
TOTAL UTILITIES		<u>789,095</u>	<u>779,427</u>	<u>900,592</u>	14
CONTRACTS - ON SITE PERSONNEL					
4405-0000	Cleaning	106,905	117,618	120,104	12
4428-0000	Security	118,692	115,233	115,908	-2
4445-0000	Superintendents	56,114	56,117	57,795	3
TOTAL CONTRACTS - ON SITE PERSONNEL		<u>281,711</u>	<u>288,969</u>	<u>293,807</u>	4
CONTRACTS					
5025-0000	Carpet Cleaning	3,600	5,431	3,600	0
5045-0000	Elevators	19,836	19,695	20,431	3
5050-0000	Fire Alarm Monitoring	1,987	1,980	2,027	2
5055-0000	Fire Protection	6,254	7,222	6,259	0
5075-0000	H.V.A.C. - All Inclusive	48,540	48,544	48,543	0
5090-0000	Landscaping	21,386	20,808	21,378	-0
5105-0000	Management Fees	180,144	180,144	184,644	2
5110-0000	Odour Control	3,240	2,981	2,807	-13
5120-0000	Pest Control	2,000	1,467	1,600	-20
5150-0000	Snow Removal	10,030	9,831	10,024	-0
TOTAL CONTRACTS		<u>297,017</u>	<u>298,104</u>	<u>301,312</u>	1
BUILDING SAFETY FEATURE EXPENSES					
5301-0000	General Building Safety Feature Expenses	1,200	2,029	2,000	67
5305-0000	Access Control - Keys etc.	1,800	6,034	2,000	11
5310-0000	Camera Equipment	1,000	2,436	2,000	100
5320-0000	Emergency Generator R & M	3,700	3,263	4,450	20
5325-0000	Fire Equipment R & M	4,100	14,527	7,750	89
5340-0000	Pagers & Radios	200	533	300	50
TOTAL BUILDING SAFETY FEATURE EXPENSES		<u>12,000</u>	<u>28,821</u>	<u>18,500</u>	54

YCC 300 - 50 / 60 Inverlochy (yc0300)
2019 BUDGET & PROJECTED REVENUES & EXPENSES AND 2020 BUDGET

	2019 Budget	2019 Projected	2020 Budget	% Budget Change	
<u>C/A - HOUSEKEEPING & MAINTENANCE</u>					
5401-0000	General CA - H & M - Expenses	16,000	17,817	17,000	6
5405-0000	Carpets	2,200	2,249	2,500	14
5406-0000	Windows	8,500	5,622	5,700	-33
5410-0000	Cleaning Supplies	2,100	4,514	3,000	43
5415-0000	Decorating	500	881	500	0
5425-0000	Garage	2,300	13,844	13,500	487
5435-0000	Hardware & Doors	3,500	9,510	3,500	-0
5437-0000	Maintenance Supplies	3,000	2,704	3,000	0
5450-0000	Small Equipment Repairs	1,200	1,100	1,300	8
5455-0000	Waste Disposal	5,000	6,615	7,200	44
TOTAL C/A - HOUSEKEEPING & MAINTENANCE		44,300	64,855	57,200	29
<u>ELECTRICAL EXPENSES</u>					
5501-0000	General Electrical Expenses	6,000	9,768	8,500	42
5510-0000	Electrical - Pipe Tracing	2,000	2,000	1,500	-25
5550-0000	Elevators - Inspections	800	0	824	3
5555-0000	Elevators - Licenses	480	480	480	0
5560-0000	Elevators - Repairs & Maintenance	2,400	1,083	1,500	-38
TOTAL ELECTRICAL EXPENSES		11,680	13,331	12,804	10
<u>EXTERIOR R & M EXPENSES</u>					
5601-0000	General Exterior R & M Expenses	3,000	8,072	3,000	0
5605-0000	Balconies	2,000	3,629	2,000	0
5635-0000	Fencing	1,000	0	1,000	0
5655-0000	Irrigation	2,500	2,187	2,500	0
5657-0000	Landscaping/Extras	13,000	8,387	8,000	-38
5675-0000	Roof	2,500	2,475	2,500	0
5685-0000	Snow Removal	1,000	952	1,000	0
5685-1000	Snow Supplies	7,000	6,839	7,000	0
TOTAL EXTERIOR R & M EXPENSES		32,000	32,541	27,000	-16
<u>IN-SUITE R & M EXPENSES - CONDO</u>					
5701-0000	General In-Suite R & M Expenses	18,000	49,132	21,000	17
5725-0000	Fan Coil - Units	27,900	23,027	24,000	-14
5750-0000	Plumbing	6,000	11,292	8,400	40
TOTAL IN-SUITE R & M EXPENSES - CONDO		51,900	83,451	53,400	3
<u>MECHANICAL EXPENSES</u>					
5901-0000	General Mechanical Expenses	10,200	33,699	20,850	104
5950-0000	Plumbing - Catch Basins & Sump Pumps	1,500	0	1,500	0
5970-0000	Plumbing - Vertical	17,500	20,217	3,600	-79
5999-0000	Plumbing - Miscellaneous	10,200	5,743	8,000	-22
TOTAL MECHANICAL EXPENSES		39,400	59,659	33,950	-14
<u>SHARED COST EXPENSES</u>					
6105-0000	SC - Common Areas	133,248	133,248	133,248	0
TOTAL SHARED COST EXPENSES		133,248	133,248	133,248	0
<u>OTHER OPERATING EXPENSES</u>					
6306-0000	Maintenance Fees-Supers Suite	10,200	11,031	11,580	14

YCC 300 - 50 / 60 Inverloch (yc0300)
2019 BUDGET & PROJECTED REVENUES & EXPENSES AND 2020 BUDGET

	<u>2019 Budget</u>	<u>2019 Projected</u>	<u>2020 Budget</u>	<u>% Budget Change</u>
TOTAL OTHER OPERATING EXPENSES	10,200	11,031	11,580	14
REALTY TAXES EXPENSE				
6415-0000 Property Taxes - Condominium	0	0	0	-
TOTAL REALTY TAXES EXPENSE	0	0	0	-
INSURANCE EXPENSES				
6505-0000 Building Comprehensive	56,789	55,471	66,564	17
6515-0000 Deductibles	15,000	15,000	0	-100
TOTAL INSURANCE EXPENSES	71,789	70,471	66,564	-7
GENERAL & ADMINISTRATIVE EXPENSES				
7001-0000 CAO Fee	3,363	2,484	2,490	-26
7010-0000 Audit Fees	4,900	5,072	5,150	5
7020-0000 Bank Charges	600	823	800	33
7023-0000 Bank Interest	120	20	120	0
7031-0000 Consulting	2,500	0	2,500	0
7040-0000 Dues & Subscriptions	500	477	500	0
7050-0000 Legal Fees	8,000	6,526	8,000	0
7055-0000 Meeting Costs	5,750	4,223	5,750	0
7060-0000 Office Expenses - General	1,200	1,191	1,200	0
7060-1500 Equipment Leases	4,052	3,922	4,384	8
7060-3000 Photocopying	1,500	0	0	-100
7060-3500 Postage & Courier	1,500	3,382	3,000	100
7060-4000 Stationery & Printing	300	437	200	-33
7060-4500 Office supplies	1,500	1,683	1,500	0
7065-0000 Telephone	6,900	8,345	8,350	21
7099-0000 Miscellaneous-General & Administration	1,200	1,779	1,200	0
TOTAL GENERAL & ADMINISTRATIVE EXPENSES	43,885	40,365	45,144	3
TOTAL EXPENDITURES	1,818,226	1,904,272	1,955,102	8
SURPLUS / (DEFICIT) FROM OPERATIONS	15,928	-44	0	-100

2020 - YCC 300 - BUDGET EXPENSES



- UTILITIES
- CONTRACTS - ON SITE PERSONNEL
- CONTRACTS
- BUILDING SAFETY FEATURE EXPENSES
- C/A - HOUSEKEEPING & MAINTENANCE
- ELECTRICAL EXPENSES
- EXTERIOR R & M EXPENSES
- INS-SUITE R & M EXPENSES - CONDO
- MECHANICAL EXPENSES
- SHARED COST EXPENSES
- OTHER OPERATING EXPENSES
- INSURANCE EXPENSES
- GENERAL & ADMINISTRATIVE EXPENSES

**PRE-AUTHORIZED PAYMENT PLAN AUTHORIZATION
FOR CONDOMINIUM MONTHLY COMMON CHARGES**

RE : OWNERS(S) NAME(S) : _____
OWNER(S) ADDRESS : _____

TO : **YORK CONDOMINIUM CORPORATION NO. _____**
(the "Payee")

AND TO: CrossBridge Condominium Services Ltd.. (the "Payee's Agent")

AND TO : Owner(s) Financial Institution or Bank or Trust Company (the "Bank")
Name of Financial Institution : _____
Branch Address : _____
City, Province : _____
Branch Transit No. _____ Account No. _____

1. THE UNDERSIGNED OWNER(S) AUTHORIZE the PAYEE and the Payee's Agent on the PAYEE'S behalf to debit the above account at the above indicated branch of the Bank, in payment of the monthly condominium common charges as may be approved by the PAYEE from time to time and attributed to the undersigned Owner(s) of Suite _____ at _____, Toronto, Ontario, _____.
2. A debit in the amount of \$ _____ may be drawn on the account, on the 1st day of each month, beginning the month of _____, 20____.
3. It is acknowledged and agreed by the undersigned that if there are insufficient funds on deposit in the account at the time that the debit is made by or on behalf of the PAYEE, the insufficiency shall be deemed by the PAYEE to be non-payment of the common charges for the particular month. In addition, the undersigned acknowledges and agrees that if any service fees or charges are incurred because there are insufficient funds on deposit, such fees or charges shall be paid by the undersigned.
4. The Bank is not required to verify that any debits drawn by or on behalf of the PAYEE are in accordance with this Authorization or the agreement made between the undersigned and the PAYEE.
5. It is acknowledged that in order to cancel this Authorization the undersigned must provide 14 days prior written notice to the PAYEE in care of the Payee's Agent at: Brookfield Condominium Services Ltd., c/o Accounting Department, 111 Gordon Baker Road, Suite 700, North York, Ontario M2H 3R1. This authorization may be cancelled at any time and cancellation will be effective 14 days after such written notice of cancellation is actually received by the Payee's Agent.
6. The right is acknowledged by the undersigned, to full reimbursement of a pre-authorized debit made to the account by the Bank, if the right is exercised within 90 days after the item in dispute is posted to the account and any of the following conditions apply: (a) the PAYEE was never provided with an Authorization, (b) the debit was not drawn in accordance with the Authorization that was provided to the PAYEE, (c) the Authorization that was provided the PAYEE was revoked in writing, or (d) the debit was posted to the wrong account due to incorrect account information.
7. It is acknowledged by the undersigned that delivery of this Authorization to the PAYEE constitutes delivery by the undersigned to the Bank. It is warranted by the undersigned that all persons whose signatures are required to sign on the above account have signed this Authorization. Receipt is acknowledged by the undersigned of a signed copy of this Authorization.
8. The undersigned will notify the PAYEE (in care of the Payee's Agent at the address set out above) promptly in writing if there is any change in the above account information or if this Authorization is to be terminated.
9. For verification purposes, please enclose one of your personal cheques marked "**VOID**". For an account, all depositors must sign if more than one signature is required on a cheque issued against the accountholder.

Date
Owner's Signature : _____
Owner's Name : _____
Owner's Address : _____

Date
Owner's Signature : _____
Owner's Name : _____
Owner's Address : _____

NOTE : For verification purposes, please enclosed one of your personal cheques marked "VOID". For an account, all depositors must sign if more than one signature is required on a cheque issued against the accountholder.

YORK CONDOMINIUM CORPORATION NO. 300

FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2018

YORK CONDOMINIUM CORPORATION NO. 300
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FOR THE YEAR ENDED DECEMBER 31, 2018

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INDEPENDENT AUDITOR'S REPORT

To the Owners of
York Condominium Corporation No. 300

Opinion

We have audited the accompanying financial statements of York Condominium Corporation No. 300 which comprise the statement of financial position as at December 31, 2018, and the statements of revenue and expenses, operating fund, contingency fund, capital asset fund, reserve fund for major repairs and replacements and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of York Condominium Corporation No. 300 as at December 31, 2018 and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the corporation in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the corporation's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the corporation or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the corporation's financial reporting process.

INDEPENDENT AUDITOR'S REPORT (continued)

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatements of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the corporation's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the corporation's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the corporation to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

March 14, 2019
Richmond Hill, Ontario

YalePGC, LLP
Chartered Professional Accountants
Licensed Public Accountants

YORK CONDOMINIUM CORPORATION NO. 300

STATEMENT OF FINANCIAL POSITION

AS AT DECEMBER 31, 2018

	2018	2017
ASSETS		
OPERATING		
Cash	\$ 408,906	\$ 277,679
Accounts receivable		
Unit owners	25	181
Due from The Orchard Club	-	4
Equity in The Orchard Club (note 10)	8,326	8,408
Prepaid expenses	-	45,263
	<u>417,257</u>	<u>331,535</u>
RESERVE		
Cash	698,714	2,252,188
CAPITAL ASSET (note 5)	<u>63,165</u>	<u>63,165</u>
	<u>\$ 1,179,136</u>	<u>\$ 2,646,888</u>

See accompanying notes.

YORK CONDOMINIUM CORPORATION NO. 300

STATEMENT OF FINANCIAL POSITION

AS AT DECEMBER 31, 2018

	2018	2017
LIABILITIES		
OPERATING		
Accounts payable and accrued liabilities	\$ 182,553	\$ 161,351
RESERVE		
Accounts payable and accrued liabilities	<u>65,574</u>	<u>187,304</u>
	<u>248,127</u>	<u>348,655</u>
FUND BALANCES		
CONTINGENCY FUND (note 2)	232,708	168,186
CAPITAL ASSET FUND	63,165	63,165
RESERVE FUND FOR MAJOR REPAIRS AND REPLACEMENTS	<u>635,136</u>	<u>2,066,882</u>
	<u>931,009</u>	<u>2,298,233</u>
	<u>\$ 1,179,136</u>	<u>\$ 2,646,888</u>

APPROVED ON BEHALF OF THE BOARD:

Penny Spence Director

David Wall Director

YORK CONDOMINIUM CORPORATION NO. 300

STATEMENT OF REVENUE AND EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2018

	2018 BUDGET	2018 ACTUAL	2017 ACTUAL
REVENUE			
Common element assessments	\$ 2,680,550	\$ 2,680,540	\$ 2,615,114
Cable assessments	<u>142,289</u>	<u>143,248</u>	<u>131,939</u>
	2,822,839	2,823,788	2,747,053
Less: Budgeted transfer to reserve fund for major repairs and replacements	(1,007,652)	(1,007,652)	(987,900)
Budgeted transfer to contingency fund	<u>(40,000)</u>	<u>(40,000)</u>	<u>-</u>
	1,775,187	1,776,136	1,759,153
Other income	<u>25,382</u>	<u>25,965</u>	<u>23,404</u>
	<u>1,800,569</u>	<u>1,802,101</u>	<u>1,782,557</u>
EXPENSES - see Schedule			
Service and maintenance contracts	658,357	656,357	617,586
Repairs and maintenance	184,680	259,293	203,683
On-site personnel	64,572	63,953	63,417
Utilities	671,662	580,657	592,503
Administrative	91,098	87,033	75,560
Shared Facilities (note 10)	<u>130,200</u>	<u>130,286</u>	<u>166,822</u>
	<u>1,800,569</u>	<u>1,777,579</u>	<u>1,719,571</u>
EXCESS OF REVENUE OVER EXPENSES	<u>\$ -</u>	<u>\$ 24,522</u>	<u>\$ 62,986</u>

See accompanying notes.

YORK CONDOMINIUM CORPORATION NO. 300

SCHEDULE OF EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2018

	2018 BUDGET	2018 ACTUAL	2017 ACTUAL
SERVICE AND MAINTENANCE CONTRACTS			
Air conditioning and heating	\$ 53,211	\$ 49,294	\$ 51,227
Cable	142,289	141,226	131,750
Cleaning	118,486	117,284	105,475
Elevators	19,260	19,263	18,702
Fire alarm monitoring and protection	9,885	9,867	12,236
Landscaping and snow removal	30,665	31,019	31,019
Management fees	158,597	165,745	154,801
Odour control	3,600	3,467	3,334
Pest control	2,400	1,372	1,413
Security	119,964	117,820	107,629
	<u>658,357</u>	<u>656,357</u>	<u>617,586</u>
REPAIRS AND MAINTENANCE			
Air conditioning and heating	28,400	27,647	25,619
Cleaning supplies	2,100	3,762	2,567
Electrical	7,200	7,212	10,482
Elevator	1,200	3,192	-
Fire equipment	4,400	8,087	3,658
Garage	8,100	4,252	9,887
General building repairs	80,480	144,617	82,381
Landscaping and snow removal	21,300	21,904	20,483
Locks and doors	3,000	5,302	3,708
Plumbing	20,000	23,385	35,020
Windows	8,500	9,933	9,878
	<u>184,680</u>	<u>259,293</u>	<u>203,683</u>
ON-SITE PERSONNEL			
Superintendent contract and wages	54,852	54,217	53,946
Superintendent's suite assessments and realty taxes	9,720	9,736	9,471
	<u>\$ 64,572</u>	<u>\$ 63,953</u>	<u>\$ 63,417</u>

See accompanying notes.

YORK CONDOMINIUM CORPORATION NO. 300

SCHEDULE OF EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2018

	2018 BUDGET	2018 ACTUAL	2017 ACTUAL
UTILITIES			
Gas	\$ 132,312	\$ 122,593	\$ 121,817
Hydro	306,944	253,886	293,908
Water	<u>232,406</u>	<u>204,178</u>	<u>176,778</u>
	<u>671,662</u>	<u>580,657</u>	<u>592,503</u>
ADMINISTRATIVE			
Audit fees	4,800	4,859	4,746
Bank charges, loan interest and loan repayments	600	617	633
Consulting	1,200	-	-
Dues and subscriptions	500	-	463
Insurance	48,720	46,459	50,495
Legal	8,000	10,428	2,619
Office and general	22,298	16,905	12,132
Telephone and communications	<u>4,980</u>	<u>7,765</u>	<u>4,472</u>
	<u>\$ 91,098</u>	<u>\$ 87,033</u>	<u>\$ 75,560</u>

See accompanying notes.

YORK CONDOMINIUM CORPORATION NO. 300

STATEMENT OF OPERATING FUND

FOR THE YEAR ENDED DECEMBER 31, 2018

	2018	2017
BALANCE, BEGINNING OF YEAR	\$ -	\$ -
EXCESS OF REVENUE OVER EXPENSES	24,522	62,986
TRANSFER TO CONTINGENCY FUND	<u>(24,522)</u>	<u>(62,986)</u>
BALANCE, END OF YEAR	<u>\$ -</u>	<u>\$ -</u>

STATEMENT OF CONTINGENCY FUND

FOR THE YEAR ENDED DECEMBER 31, 2018

	2018	2017
BALANCE, BEGINNING OF YEAR	\$ 168,186	\$ 189,184
BUDGETED TRANSFER FROM OPERATING FUND	40,000	-
TRANSFER FROM OPERATING FUND	<u>24,522</u>	<u>62,986</u>
	<u>232,708</u>	<u>252,170</u>
CHARGES DURING THE YEAR		
Installation of trisorter	-	47,485
Garbage room refurbishments	-	27,719
Flood restoration services	-	<u>8,780</u>
	<u>-</u>	<u>83,984</u>
BALANCE, END OF YEAR	<u>\$ 232,708</u>	<u>\$ 168,186</u>

See accompanying notes.

YORK CONDOMINIUM CORPORATION NO. 300

STATEMENT OF CAPITAL ASSET FUND

FOR THE YEAR ENDED DECEMBER 31, 2018

	2018	2017
BALANCE, BEGINNING OF YEAR	<u>\$ 63,165</u>	<u>\$ 63,165</u>
BALANCE, END OF YEAR	<u>\$ 63,165</u>	<u>\$ 63,165</u>

See accompanying notes.

YORK CONDOMINIUM CORPORATION NO. 300

STATEMENT OF RESERVE FUND FOR MAJOR REPAIRS AND REPLACEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2018

	2018	2017
BALANCE, BEGINNING OF YEAR	\$ 2,066,882	\$ 1,847,276
BUDGETED TRANSFER FROM OPERATING FUND	1,007,652	987,900
TRANSFER TO THE ORCHARD CLUB RESERVE FUND	(48,938)	(47,513)
INTEREST EARNED	<u>27,359</u>	<u>24,089</u>
	<u>3,052,955</u>	<u>2,811,752</u>
CHARGES TO THE FUND		
Garage repairs	1,069,088	263,795
Lobby refurbishments	519,495	-
Replacement of tiles	187,670	-
Replacement of garage exhaust fans	156,550	-
Replacement of lobby windows and doors	108,390	-
Consulting on reserve fund projects	101,537	60,427
Elevator modernization	84,044	-
Fancoil unit repairs and replacements	54,049	-
Generator transfer switch repairs and replacements	41,917	-
Balcony repairs	30,499	116,831
Repair and replacement of doors, patio doors and screens	20,580	24,318
Replacement of cast iron pipes and drain repairs	10,086	38,453
General repairs and replacements	5,976	5,092
Corridor repairs	5,632	7,673
Reserve fund study	5,085	-
Replacement of drain covers	4,972	-
Replacement of pool table	4,339	-
Plumbing repairs	4,294	27,290
Security system replacement	3,616	54,880
Lighting retrofit	-	87,875
Replacement of trisorter system	-	35,708
Replacement of carpet	-	8,814
Stairs repairs and replacements	-	7,554
Chiller repairs and cooling tower part replacements	-	6,160
	<u>2,417,819</u>	<u>744,870</u>
BALANCE, END OF YEAR	<u><u>\$ 635,136</u></u>	<u><u>\$ 2,066,882</u></u>

See accompanying notes.

YORK CONDOMINIUM CORPORATION NO. 300

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED DECEMBER 31, 2018

	2018	2017
CASH FLOWS FROM OPERATING AND RESERVE ACTIVITIES		
Excess of revenue over expenses	\$ 24,522	\$ 62,986
Transfer to contingency fund	(24,522)	(62,986)
Net change in non-cash working capital		
Accounts receivable	160	2,341
Equity in The Orchard Club	82	30,951
Deposit	-	31,640
Prepaid expenses	45,263	(42,815)
Accounts payable and accrued liabilities	<u>(100,528)</u>	<u>179,431</u>
Cash flows (used in) provided by operating and reserve activities	<u>(55,023)</u>	<u>201,548</u>
CASH FLOWS FROM CONTINGENCY FUND ACTIVITIES		
Transfer from operating fund	24,522	62,986
Budgeted transfer from operating fund	40,000	-
Charges to contingency fund	<u>-</u>	<u>(83,984)</u>
Cash flows provided by (used in) contingency fund activities	<u>64,522</u>	<u>(20,998)</u>
CASH FLOWS FROM RESERVE FUND ACTIVITIES		
Budgeted transfer from operating fund	1,007,652	987,900
Interest earned on reserve funds	27,359	24,089
Transfer to The Orchard Club reserve fund	(48,938)	(47,513)
Charges to reserve fund	<u>(2,417,819)</u>	<u>(744,870)</u>
Cash flows (used in) provided by reserve fund activities	<u>(1,431,746)</u>	<u>219,606</u>
NET (DECREASE) INCREASE IN CASH RESOURCES	(1,422,247)	400,156
CASH RESOURCES, BEGINNING OF YEAR	<u>2,529,867</u>	<u>2,129,711</u>
CASH RESOURCES, END OF YEAR	<u>\$ 1,107,620</u>	<u>\$ 2,529,867</u>
Represented by:		
Cash		
Operating fund	\$ 408,906	\$ 277,679
Reserve fund	<u>698,714</u>	<u>2,252,188</u>
	<u>\$ 1,107,620</u>	<u>\$ 2,529,867</u>

See accompanying notes.

NOTE 1 OPERATIONS

The corporation was incorporated without share capital on December 31, 1976 under the Condominium Act of Ontario and is a non-profit organization that is exempt from taxes under the Income Tax Act.

The purpose of the corporation is to manage and maintain the common elements (as defined in the corporation's Declaration and By-laws) and to provide common services for the benefit of the owners of the 277 units of the high-rise residential buildings located at 50 and 60 Inverlochy Boulevard, Thornhill, Ontario.

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES

These financial statements have been prepared in accordance with Canadian accounting standards for not-for-profit organizations. The significant policies are:

Common elements

The common elements of the corporation are owned proportionately by the unit owners and, consequently, are not reflected as assets in these financial statements.

Contingency fund

The corporation, at its discretion, has established a fund for financing future unbudgeted expenditures. There are no restrictions on the use of these funds.

Reserve fund for major repairs and replacements

The corporation, as required by the Condominium Act of Ontario, has established a reserve fund for financing major repairs and replacements of the common elements. Charges to the fund require approval by the Board of Directors. Only major repairs and replacements of the common elements are charged directly to this reserve.

Minor repairs and replacements are charged to repairs and maintenance in the general operations.

Revenue recognition

Owners assessments are recognized as revenue monthly based on the budget distributed to the owners each year. Interest and other revenues are recognized as revenue of the related fund when earned.

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (continued)

Contributed services

Directors, committee members and owners volunteer their time to assist in the corporation's activities. These services materially benefit the corporation, however a reasonable estimate of the time spent and its fair market value cannot be made and accordingly, these contributed services are not recognized in the financial statements.

Use of estimates

The preparation of financial statements, in conformity with Canadian accounting standards for not-for-profit organizations, requires management and directors to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of asset increases and decreases during the reporting period. Actual results could differ from those estimates.

NOTE 3 FINANCIAL INSTRUMENTS

The corporation's financial instruments primarily consist of cash, receivables, accounts payable and accrued liabilities.

Interest rate risk

Interest rate risk is the risk of potential loss caused by fluctuations in fair value of future cash flow of financial instruments due to changes in market interest rates. The corporation is exposed to this risk when it invests in interest bearing securities and loans. The corporation manages this risk by investing in fixed-rate securities of short and medium term maturity and plans to hold the securities to maturity as well as entering into fixed-rate loans.

Credit risk

Credit risk is the potential for financial loss should a counter-party in a transaction fail to meet its obligations. The corporation places its operating and reserve cash and investments with high quality institutions and believes its exposure is not significant. The corporation's credit risk from owners' assessments receivable is also not significant given the ability of the corporation to place a lien on a unit for outstanding fees and limited financial exposure in a multi-unit condominium.

Liquidity risk

Liquidity risk is the risk that the corporation will not be able to meet its obligations as they become due. The corporation manages this risk by establishing budgets and funding plans and by levying sufficient owners' assessments to fund its operating expenses, debt payments and necessary contributions to the reserve and other funds.

NOTE 4 BUDGET FIGURES

The 2018 budget figures as presented are for information purposes only and are not covered by the audit report of Yale PGC, LLP dated March 14, 2019.

NOTE 5 CAPITAL ASSET

The capital asset of the corporation consists of the superintendent's suite which is recorded at cost. No amortization is taken as the residual value of this asset would not be less than the original cost.

NOTE 6 RESERVE FUND STUDY

The directors of the corporation have used a class 2 reserve fund study dated October 3, 2018 prepared by Stephenson Engineering Limited and such other information available to them in evaluating the adequacy of the annual contributions to the reserve fund. The corporation's plan for contribution to the reserve fund for 2018 was \$1,007,652 and the plan for expenditures for 2018 was \$2,253,051. The study projected a reserve fund balance on December 31, 2018 of \$899,814.

The reserve is evaluated on the basis of expected repair and replacement costs and the life expectancy of the common elements and assets of the corporation. Such evaluation is based on numerous assumptions as to future events.

NOTE 7 LEGAL ACTION

A statement of claim has been filed against the corporation by a unit owner seeking damages arising from a slip and fall. The claim is being defended and has been submitted to the corporation's insurance company. At this time, it is unknown whether the condominium will be required to pay any amount in regards to this action.

NOTE 8 COMMITMENT

The corporation has entered into a contract with Trigrand Inc. for the lobby and lounge renovations for a total contract price of \$425,332 (including H.S.T.). As at December 31, 2018, \$359,498 has been charged to the reserve fund and the remainder will be charged as the work is completed.

NOTE 9 RELATED PARTY TRANSACTIONS

A member of the Board of Directors of the corporation is the managing general partner of the company which provides the annual maintenance and repairs to the in-suite fan coil heaters and air conditioning units. During the year, the corporation paid \$37,712 to this company for the fan coil maintenance and replacement of thermostats and motors. The Director declared the conflict of interest and left the board meeting when this contract was discussed and approved.

YORK CONDOMINIUM CORPORATION NO. 300

NOTES TO THE FINANCIAL STATEMENTS

AS AT DECEMBER 31, 2018

NOTE 10 THE ORCHARD CLUB

The Orchard Club is owned by three condominium corporations which share costs in the following percentages:

York Condominium Corporation No. 97	25%
York Condominium Corporation No. 166	25%
York Condominium Corporation No. 300	<u>50%</u>
	<u>100%</u>

The only charges shown as expenses for The Orchard Club are as follows:

Operating Expenses

January 2018 - December 2018	\$ 130,204
Add: Share of operating deficit for the year ended December 31, 2018	<u>82</u>
	<u>\$ 130,286</u>

As of December 31, 2018, the contingency fund for The Orchard Club was \$16,652. This corporation's share of these funds is \$8,326.

These financial statements do not include the revenue and expenses of The Orchard Club as it is a separate reporting entity and should be referred to when reading these financial statements.

NOTE 11 FUNDING OF THE RESERVE FUND FOR MAJOR REPAIRS AND REPLACEMENTS

As at December 31, 2018, the corporation had not transferred \$1,996 from the operating fund bank account to the reserve fund bank account, as required by the Condominium Act of Ontario.

**York Condominium Corporation NO. 300
50/60 Inverlochy Blvd.
Thornhill, Ontario
L3T 4T6**

SCHEDULE OF AGREEMENTS

Service	Supplier
SECTION 111	
Property Management	Crossbridge Condominium Services Ltd.
SECTION 112	
Cable TV	Rogers Cable Systems
Internet	Rogers
Elevator	Quality Allied Elevator
Emergency Generator	Total Power
Fire Alarm Monitoring	Tyco Security Services
Fire Hydrants	FDM Contracting
Fire Protection	Custom Fire & Sprinkler Services Ltd.
Heating, Ventilating, Air Conditioning.	Complete Energy Solution
Landscaping/Snow Removal	Bonzai
Pest Control/Fly Lights	Orkin Canada
Photocopier	Konica Minolta
Security Guards	Pillar Security
Cleaners	The Ingerv Group
Roof Anchors	CSAI
Superintendent	The Ingerv Group
SECTION 113	
Shared Facilities	Orchard Club (YCC 300 holds 50% share)

CERTIFICATE OF INSURANCE

This is to certify that the policies of Insurance as herein described have been issued to the following Named Insured and are in full force and effect as of the date of this Certificate.

Named Insured: **York Condominium Corporation 300** and All Registered Unit Owners and All Registered Mortgagees As Their Interest May Appear from time to time

Location Address: 50 & 60 Inverlochy Blvd., Thornhill, Ontario L3T 4T6

Policy Period: December 31, 2019 to December 31, 2020
12:01 am standard time at the postal address of the Named Insured

Additional Insured: Crossbridge Condominium Services Ltd.
(only with respect to liability arising out of the operations of the Named Insured)

Coverage:

Commercial Property: **XL Specialty Insurance Company / CNA Canada / Policy # CISP00654**
Echelon Insurance / Chubb Insurance / GroupOne
Insurance Services

Limit of Insurance:	\$	84,205,374	Residential Condominium
Deductibles:	\$	25,000	Standard
	\$	100,000	Water Damage
	\$	50,000	Sewer Backup
	\$	50,000	Overland Flooding
	2% / min.	\$100,000	Earthquake

Boiler and Machinery: **XL Specialty Insurance Company** **Policy # CISP00654**

Property Damage Limit:	\$	84,205,374	
Deductibles:	\$	5,000	All HVAC (Heating, Ventilation, Air Conditioning) Equipment
	\$	2,500	All Other Objects

Crime: **Chubb Insurance** **Policy # 82461339 - 481**

Employee Dishonesty	\$	1,000,000	
Deductible:	\$	1,000	

Commercial General Liability: **XL Specialty Insurance Company / Echelon Insurance** **Policy # CISGL00654**

Limit of Liability:	\$	5,000,000	
Deductibles:	\$	5,000	Bodily Injury / Property Damage

Directors and Officers Liability: **Victor Insurance Managers Inc.** **Policy # NP-520906 - 0561**

Limit of Liability:	\$	5,000,000	
Human Rights Defence Costs:		Included	

Legal Expense Coverage: **Brit Syndicate 2987 at Lloyd's** **Policy # BLS0000690**

Limit of Insurance:	\$	200,000	
Aggregate Limit:	\$	1,000,000	

This insurance afforded is subject to the terms, conditions and exclusions of the applicable policy. This Certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer.

Condominium Insurance Solutions
Powered By Benson Kearley IFG



Authorized Representative
Date: December 31, 2019
E. & O. E

Elevator Reservation Agreement
York Condominium Corporation No. 300

Reservation requested by _____
(Print first and last name)

Suite # : _____ Home # : _____ Cell # : _____

The reservation request is for 50 60 Inverloch Blvd. for the use of the service elevator for the purpose of:

Full move-out **Cash deposit**

Full move-in

Partial move

Delivery

Moving may take place during the following times:

Monday to Friday: **9:00am to 5:00pm**

Saturday, Sunday & Holidays: **Not permitted**

(name of delivery/moving company)

The date and time of the reservation shall be:

Date: _____ From _____ to _____ (Maximum 4 hours)

I understand and agree to the following conditions:

1. I shall deposit with the Corporation upon signing this agreement, a refundable security deposit in the amount of **\$500.00 payable to YCC 300**. This deposit will be returned upon completion of the post elevator inspection and not having caused any damage to the common elements of the Corporation.
2. I shall notify the Superintendent and request an inspection of the elevator immediately prior to using the elevator. Upon completion of the move or delivery, I shall forthwith request a re-inspection of the elevator and affected common elements. See attached schedule 1.
3. I shall be liable for the full cost of all repairs to any damage, which may occur as a result of the use of the elevator by my agents or me. I shall accept the cost of repairs as assessed by the manager and acknowledge that all or part of the security deposit shall be withheld and applied towards the cost of repairs.
4. I shall only use the elevator during the term of the reservation.
5. I shall take reasonable precautions to prevent unauthorized entry into the building during the term of the reservation.
6. I shall not obstruct corridors and elevator lobbies prior to, during or after the term of the reservation.
7. All empty boxes & moving cartons are not to be stored for any duration on my balcony or common areas, nor are they to be tossed down the garbage chute. I will bring them directly down to the recycling area for proper disposal.
8. I agree that special care will be taken and the PROTECTIVE PADS must be in place prior, during, and after and/or until completion of the final inspection.
9. The Corporation will not be held liable for any costs pertaining to the delay, if any, in our receiving the elevator as booked above.

I HEREBY ACKNOWLEDGE that I have read this agreement and I agree to abide by the rules of the Corporation in force from time to time.

DATED at Thornhill this _____ day of _____ 20__.

Applicants Signature

SCHEDULE 1

Elevator Reservation Agreement

Area Inspected	BEFORE	AFTER
Moving Room & Doors – All items removed, trash disposed of, damages to walls/doors etc.		
Elevator Doors/Frames – Scratches, dents		
Elevator Cab/Pads – Scratches, dents, mirrors, missing pads?		
Corridor Floor/Walls – Carpet stains, wall damage on suite level		
Light Fixtures – Damaged covers, broken fixtures on suite level		
Suite Door – Scratches, dents etc.		

BEFORE Inspection checked by:

Resident

Management/Superintendent

AFTER Inspection checked by:

Resident

Management/Superintendent

NOTES:

I hereby acknowledge receiving my security deposit of \$500.00.

Signature: _____

**PRE-AUTHORIZED PAYMENT PLAN AUTHORIZATION
FOR CONDOMINIUM MONTHLY COMMON CHARGES**

RE : OWNERS(S) NAME(S) : _____
OWNER(S) ADDRESS : _____

TO : **YORK CONDOMINIUM CORPORATION NO. _____**
(the "Payee")

AND TO: CrossBridge Condominium Services Ltd.. (the "Payee's Agent")

AND TO : Owner(s) Financial Institution or Bank or Trust Company (the "Bank")
Name of Financial Institution : _____
Branch Address : _____
City, Province : _____
Branch Transit No. _____ Account No. _____

1. THE UNDERSIGNED OWNER(S) AUTHORIZE the PAYEE and the Payee's Agent on the PAYEE'S behalf to debit the above account at the above indicated branch of the Bank, in payment of the monthly condominium common charges as may be approved by the PAYEE from time to time and attributed to the undersigned Owner(s) of Suite _____ at _____, Toronto, Ontario, _____.
2. A debit in the amount of \$_____ may be drawn on the account, on the 1st day of each month, beginning the month of _____, 20____.
3. It is acknowledged and agreed by the undersigned that if there are insufficient funds on deposit in the account at the time that the debit is made by or on behalf of the PAYEE, the insufficiency shall be deemed by the PAYEE to be non-payment of the common charges for the particular month. In addition, the undersigned acknowledges and agrees that if any service fees or charges are incurred because there are insufficient funds on deposit, such fees or charges shall be paid by the undersigned.
4. The Bank is not required to verify that any debits drawn by or on behalf of the PAYEE are in accordance with this Authorization or the agreement made between the undersigned and the PAYEE.
5. It is acknowledged that in order to cancel this Authorization the undersigned must provide 14 days prior written notice to the PAYEE in care of the Payee's Agent at: Brookfield Condominium Services Ltd., c/o Accounting Department, 111 Gordon Baker Road, Suite 700, North York, Ontario M2H 3R1. This authorization may be cancelled at any time and cancellation will be effective 14 days after such written notice of cancellation is actually received by the Payee's Agent.
6. The right is acknowledged by the undersigned, to full reimbursement of a pre-authorized debit made to the account by the Bank, if the right is exercised within 90 days after the item in dispute is posted to the account and any of the following conditions apply: (a) the PAYEE was never provided with an Authorization, (b) the debit was not drawn in accordance with the Authorization that was provided to the PAYEE, (c) the Authorization that was provided the PAYEE was revoked in writing, or (d) the debit was posted to the wrong account due to incorrect account information.
7. It is acknowledged by the undersigned that delivery of this Authorization to the PAYEE constitutes delivery by the undersigned to the Bank. It is warranted by the undersigned that all persons whose signatures are required to sign on the above account have signed this Authorization. Receipt is acknowledged by the undersigned of a signed copy of this Authorization.
8. The undersigned will notify the PAYEE (in care of the Payee's Agent at the address set out above) promptly in writing if there is any change in the above account information or if this Authorization is to be terminated.
9. For verification purposes, please enclose one of your personal cheques marked "**VOID**". For an account, all depositors must sign if more than one signature is required on a cheque issued against the accountholder.

Date Owner's Signature : _____

Owner's Name : _____

Owner's Address : _____

Date Owner's Signature : _____

Owner's Name : _____

Owner's Address : _____

NOTE : For verification purposes, please enclosed one of your personal cheques marked "VOID". For an account, all depositors must sign if more than one signature is required on a cheque issued against the accountholder.

Form 5

Condominium Act, 1998

SUMMARY OF LEASE OR RENEWAL
(clause 83 (1) (b) of the *Condominium Act, 1998*)

TO: (name of condominium corporation)

1. This is to notify you that:

[Strike out whichever is not applicable:

a written or oral *(strike out whichever is not applicable: lease, sublease, assignment of lease)*

OR

a renewal of a written or oral *(strike out whichever is not applicable: lease, sublease, assignment of lease)]*

has been entered into for:

[For all condominium corporations except common elements condominium corporations:

Unit(s) ____, Level(s) ____ *(include any parking or storage units that have been leased)]*

[In the case of a common elements condominium corporation:

the common interest in the condominium corporation, being the interest attached to _____
*(provide brief description of the parcel of land to which the common interest in the
Condominium Corporation is attached)]*

on the following terms:

Name of lessee(s) (or sublessee(s)): _____

Telephone number: _____

Fax number, if any: _____

Commencement date: _____

Termination date: _____

Option(s) to renew: _____

(set out details)

Rental payments: _____

(set out amount and when due)

Other information: _____

(at the option of the owner)

2. I (We) have provided the *(strike out whichever is not applicable: lessee(s), sublessee(s))* with a copy of the declaration, by-laws and rules of the condominium corporation.

3. I (We) acknowledge that, as required by subsection 83 (2) of the *Condominium Act, 1998*, I (we) will advise you in writing if the *(strike out whichever is not applicable: lease, sublease, assignment of lease)* is terminated.

Dated this _____ day of _____

(signature of owner(s))

(print name of owner(s))

(In the case of a corporation, affix corporate seal or add a statement that the persons signing have the authority to bind the corporation.)

(address)

(telephone number)

(fax number, if any)

**THORNHILL ORCHARDS
YORK CONDOMINIUM CORPORATION NO. 300
RESIDENT INFORMATION FORM**

DATE: _____ SUITE NO. : _____ BLDG: _____

RESIDENT NAMES & AGES (AGE - ONLY IF UNDER 16)

SALUTATION Mr/Mrs/Ms/ Dr/Rev etc	FIRST NAME	LAST NAME	YEAR OF BIRTH (IF UNDER 18)

NAME TO BE DISPLAYED ON THE DIRECTORY _____ **PHONE NO.** _____

(#After name is added to list to provide access to visitors. Please answer and press key pad #6)

I/We OWN the suite I/We RENT the suite from _____

The suite is registered in the name of _____, however all legal notice should be addressed to me/us.

TELEPHONE NUMBERS:

HOME: _____ CELL PHONE: _____ MR MS

BUSINESS 1: _____ EXT. _____ MR MS

BUSINESS 2: _____ EXT. _____ MR MS

EMAIL: _____

THE FOLLOWING INDIVIDUALS IN OUR SUITE WOULD REQUIRE ASSISTANCE IN AN EMERGENCY SITUATION: (Please check primary reason)

_____ mobility hearing vision

Do you have oxygen or compressed gas cylinders in your suite? YES NO

VEHICLE INFORMATION:

PARK SPACE #	MAKE/MODEL	COLOUR	PLATE #	SPACE RENTED TO	SPACE RENTED FROM

Do you have a decal on each vehicle?

Yes

No - I need a parking decal for the following _____

(Please turn over)

EMERGENCY CONTACT:

NAME	PHONE: RES	PHONE: BUS	RELATIONSHIP

PETS: CAT DOG BIRD

Breed: _____ Colour: _____ Approx. Weight: _____ lb Name: _____

SEASONAL ADDRESSES:

WINTER: FROM (APPROX): _____ TO (APPROX): _____ EACH YEAR

ADDRESS: _____

PHONE: _____ EMAIL: _____

SUMMER: FROM (APPROX): _____ TO (APPROX): _____ EACH YEAR

ADDRESS: _____

PHONE: _____ EMAIL: _____

BUILDING ACCESS:

1. How many access fobs do you have for your suite? _____

Fob #'s (if legible) _____, _____, _____, _____

2. Do you want to become a Hobby Club member? YES NO (Annual fee \$25)

3. Do you want to receive notices electronically? (Please form attached)

**4. For Visitor parking registration, Corporation notices and Amenities bookings, please provide email address to set up account on My Condo Link. (Building Software).
Welcome email will be sent out. Please follow steps to set up account.
User name and temporary password will be provided by Management**

Email Address: _____

5. Please confirm the receipt of 2 building Fob Keys; 2 Units Keys plus mail box key.

Key #'s _____, _____, _____, _____

THORNHILL ORCHARDS

YORK CONDOMINIUM CORPORATION NO. 300

RULES AND REGULATIONS

APPROVED BY THE BOARD OF DIRECTORS: March, 2018

RULES DISTRIBUTED TO OWNERS: April, 2018

RULES EFFECTIVE: May 20, 2018

THORNHILL ORCHARDS
YORK CONDOMINIUM CORPORATION NO 300
RULES AND REGULATIONS

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DEFINITIONS:

Corporation:	York Condominium Corporation No. 300 – Thornhill Orchards.
The Act:	Protecting Condominium Owners Act, 2015, S.O. 2015, c.28 – Bill 106.
Board:	Board of Directors of York Condominium Corporation No. 300.
Owner:	For the purposes of these Rules, an Owner is defined as: (i) any “Owner” as defined in the Act; (ii) any tenant or occupant of the Owner’s unit; or (iii) any person who resides in the Owner’s unit.
Visitor or Guest:	Anyone not in ordinary occupancy of a Unit who comes onto York Condominium Corporation No. 300 with the permission of an Owner, including, but not limited to, non-Owner family members, cleaning personnel, home care workers, and any other agent of the Owner.
Municipality:	City of Markham.
Property Manager:	Representative of the Property Management Company retained by YCC 300.
Condominium Representative:	Board member, Property Manager, Management Assistant, or Agent, Site Administrator, Superintendent, Security Guard, or any individual or contractor duly authorized by the Corporation to carry out the objects and duties of the Corporation.
Common Elements:	All Common Areas to which all Owners have access, including but not limited to lobbies, corridors, elevators, stairwells, grounds, driveways, parking areas, Exclusive Use Parking Area.
Exclusive Use Common Elements:	Areas to which an Owner has exclusive use such as balconies, patios, Exclusive Use Parking Area parking spaces, lockers.

Restricted Use Common Elements: Areas where access is not available to Owners except at specific times or accompanied by a Condominium Representative, including, but not limited to, mechanical rooms, electrical rooms, generator room, garbage compactor rooms, storage rooms, moving elevator (when on Service), moving room, Superintendent suite, Management Office, Boardroom, and roof.

Amenities: Areas for Owner use which may have specific access deposits or restrictions, including, bicycle rooms, billiard/ping-pong rooms, multi-purpose room, lounges, and laundry rooms.

Exclusive Use Parking Area: The Common Elements parking area located underground on York Condominium Corporation No. 300 as referred to in Schedule D of the Declaration.

Outside Parking Area: Outside Common Elements parking area located on the ground level of York Condominium Corporation No. 300 other than areas designated by the Corporation for the exclusive use of Visitors.

Visitor Parking Area: Outside parking area located on the ground level of York Condominium Corporation No. 300 designated with the letter "V" for the exclusive use of Visitors.

Orchard Club: Recreational facility shared jointly between YCC 300, YCC 97 and YCC 166.

JMC: Joint Management Committee of the Orchard Club.

Balcony(ies) Includes the balcony(ies) and patio(s) ancillary to the unit(s).

SECTION I - GENERAL USE AND COMMON ELEMENTS

Costs of Rules Enforcement

1. Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules and regulations in force from time to time by any Owner, his/her family, guests, servants, agents or occupants of his/her Unit shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.

Occupancy of Suites

2. Unit Owners shall supply the names of all Owners and Tenants of all dwelling Units, locker Units and parking Units. Owners are required to complete a Suite Information Form, including birth years of Owners' children under the age of 16 years, telephone numbers, vehicle information, pet information, emergency contact information and information concerning required assistance of Owners in an emergency. Information collected by the Management Office shall be kept confidential under the Privacy Policy of the Corporation and shall not be released without the express permission of the Owner, unless required by law.
3. No Owner shall permit residential units to be occupied by more than the following respective number of persons:
 - a) Two bedroom – four (4) persons
 - b) Three bedroom - six (6) persons.
4. No auction sale, estate sale of suite contents or garage sale shall be held in any unit or on the Common Elements or the Exclusive Use Common Elements, or on the property without the written consent of the Board.
5. Each Owner must supply current suite key(s) or, if applicable, current combinations to combination locks, to the Management Office for the purposes of access to the suite in an emergency or for scheduled maintenance, where reasonable notice has been given.
6. No one shall change any lock(s) in a unit or the Common Elements or place any additional lock on any door in or to any Unit or the Common Elements, without first obtaining the written approval of the Board and, if such approval is given, without first providing a key for such changes or additional lock(s) to the Corporation. No additional locks may be installed on any suite doors excepting a chain lock installed on the inside of the door.

Odours

7. No Owner or his/her family, tenants, occupants or agents, or guests thereof, shall create or permit the creation of any odour within the Owner's unit or on the Common Elements including the Common Elements of which the Owner has exclusive use. If such odour

creates a nuisance or otherwise disturbs, annoys or compromises the health, comfort or well-being of any other Owner or their guests or any other person attending the condominium property, the Board, at its sole discretion, may take reasonable steps to eliminate such nuisance.

8. Without limiting the generality of the foregoing, these Rules Respecting Odours may apply in appropriate cases to the following non-exhaustive list of odours and nuisances:
 - a. cigarettes, cannabis (marijuana), or other tobacco smoke;
 - b. e-cigarettes;
 - c. strong cooking odours;
 - d. noxious odours from renovations;
 - e. cat litter odours.
9. In addition to any legislative restrictions from time to time with respect to the use, growth and production of cannabis in any interior common areas or any dwelling Units, locker Units and parking Units, there shall be no growth and no smoking of cannabis, including, without limitation, any derivative of cannabis, in any dwelling Unit, locker Unit, parking Unit, or anywhere on, within or upon the Corporation's property, which includes all exterior common elements of the Corporation and the exclusive use Balconies. The foregoing rule does not apply to individuals who are authorized to possess and use cannabis for medicinal purposes.
10. Any Owner or other person in breach of these Rules Respecting Odours shall, immediately upon notice from the Corporation, take all necessary steps to abate the subject odour(s), at his or her own expense, to the satisfaction of the Board and shall comply with any specific directions from the Board which it requires to eliminate or reduce the odour(s).
11. Without limiting the generality of these Rules Respecting Odours, the directions from the Board may include, in appropriate cases, the following:
 - a. Installing air filtering equipment or 'scent beams' or the like;
 - b. Installing range hoods;
 - c. Permanently refraining from the activity which causes the odour, including but not limited to, ceasing to smoke cigarettes, marijuana or other tobacco products within the unit and/or elsewhere on the condominium property;
 - d. Permanently removing pets from the condominium property.
12. In the event that an Owner or other person fails to comply with these Rules Respecting Odours, the Board may take such steps as may be necessary to eliminate or reduce the odour and the Owner shall be liable jointly to the Corporation for all expenses incurred

by the Corporation in attempting to abate the subject odour(s). Such expenses may include lawyer's fees on a solicitor and his or her own client basis.

13. Each of the provisions of these Rules Respecting Odours shall be deemed to be 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 any of the other provisions of these Rules Respecting Odours.

Use of Common Elements

14. Smoking is prohibited in all interior common areas including, without limiting the generality of the foregoing, corridors, stairwells, elevators, lobbies, multi-purpose room, lounges, laundry rooms, billiard rooms, hobby rooms and the garage and any other areas defined by current Smoke-Free Ontario legislation.
15. No lock box, security box, sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or Common Elements whatsoever without the prior written consent of the Board.
16. An Owner shall not place, leave or permit to be placed or left in or upon the Common Elements including those of which he has the exclusive use (including Balconies and parking spaces) any debris, refuse or garbage.
17. The sidewalks, entry, passageways, walkways and driveways used in common by the Owners shall not be obstructed by any of the Owners or used by them for any purpose other than for ingress and egress to and from their respective Units.
18. No bicycle riding, skateboarding, rollerblading or roller-skating is permitted on the Common Elements, inside or outside the buildings.
19. Nothing shall be thrown or shaken out of the suite door onto the Common Elements and no items, including but not limited to mats, shoes, strollers, children's toys, scooters or handicapped devices may be left in the common corridors.
20. No building, structure or tent shall be erected, placed, located, kept or maintained on the Common Elements and the Exclusive Use Common Elements and no trailer, either with or without living, sleeping or eating accommodations, shall be placed, located, kept or maintained on the Common Elements and the Exclusive Use Common Elements.

Exterior Common Elements, Windows, Balconies

21. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds, nor make any alterations to same without the prior written consent of the Board.

22. No building or structure or tent shall be erected, placed, located, kept or maintained on the Exclusive Use Common Elements.
23. Nothing shall be thrown, swept, or permitted to be blown out of or off any window, door, and Balcony, including but not limited to cigarette butts and cigar stubs. Nor shall any mop, broom, duster, rug or bedding be shaken or beaten from any window, door, and Balcony, nor from any other portion of the Common Elements or any Exclusive Use Common Elements.
24. No Owner shall make any alteration, addition or improvement to, nor decorate or renovate any part of the Common Elements or the Exclusive Use Common Elements without prior compliance with the Act, as amended, including the obtaining of prior written approval from the Board.
25. If an Owner is given such approval by the Board for any such alteration referred to above in the previous Rule, such Owner agrees to sign the necessary alteration agreement(s) and pay any costs associated with the registration of the agreement(s) on title as the Board may determine.
26. All draperies, curtains or other window coverings placed by an Owner in or over the windows of the Units shall be such that the backing or the exterior surface thereof facing only to the window are off-white, beige or white in colour.
27. No awnings or shades shall be erected over and outside of the windows. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior doors, walls, windows, window sills or railings of the building.
28. Nothing shall be placed on the outside of window sills or projections or Balcony railings without the prior written consent of the Board. Planters must be hung on the interior side of the Balcony railing.
29. No storage box or container shall be placed on the Balcony unless the height of the storage box or container is lower than the height of the Balcony railing.
30. Concrete surfaces of balconies may be painted using the paint and colour as specified and approved by the Board and the information for such paint and colour is available from the Management Office.
31. Glued down carpeting, ceramic, marble or vinyl tiles or any type of glue down flooring is not permitted on Balcony floors due to potential damage to the concrete surfaces. Loose-laid carpeting may be installed, provided that it is rolled up and stored annually during the months of November to April.
32. Seasonal furniture is allowed on the Balconies, including those areas which are Exclusive Use Common Elements of the Owner or Owners. These areas shall not be used for

general storage, including but not limited to, bicycles and vehicular tires. No clothesline or similar device shall be allowed on any portion of the Common Elements including, without limitation, the Exclusive Use Common Elements, nor shall such areas be used to hang clothes, laundry or other objects where they will be visible from the exterior of the building.

33. No barbeque or cooking appliance, including any device powered by solar energy or electricity or requiring gas or propane, is permitted on the Balconies.
34. When watering plants or cleaning items on the Balcony, Owners must contain any overflow and not permit water and/or dirt to escape onto suites below.
35. No television antenna, aerial, tower, satellite dish, exterior audio speakers or similar structure and appurtenances thereto shall be erected on or fastened to any Unit, except in connection with a common television cable system or communications equipment located on the building or property under a lease agreement with the Corporation.
36. No additional lighting, decorative or otherwise, may be installed on Balconies except temporary seasonal lighting or decorating for holiday occasions without the prior written approval of the Board. Any such lighting and decorating must be removed within two (2) weeks after the holiday.

SECTION II - SAFETY AND SECURITY

1. No Owner shall permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire and the rate of fire insurance on any building, or on the property kept therein, or obstruct or interfere with the rights of other Owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or conflict with any of the rules and ordinances of the Board of Health or with any Statute or Municipal by-law.
2. Sinks, toilets, bathtubs, showers and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting from misuse or from unusual or unreasonable use shall be borne by the Owner.
3. Water shall not be left running unless in actual use.
4. All appliances (including, but not limited to washers, dryers, fridges, stoves, and dishwashers) brought into the unit must be installed and connected by properly licenced and qualified tradesmen. No portable appliances, other than handheld, may be used in the unit.
5. All electrical and plumbing installations and repairs must be carried out by a licensed tradesperson. No Owner shall knowingly overload existing drains or electrical circuits in

his/her unit and shall not alter in any way the amperage of the existing circuit breakers or the distribution panel in his/her unit, nor use any mechanical or electrical installation for any purpose other than that for which it was constructed.

6. Each Owner shall immediately report to the Corporation all incidents of pests, including but not limited to, insects, vermin or rodents. All Owners shall fully cooperate with the Corporation if necessary to provide access to each unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the building. The cost of such elimination shall be borne by the Owner.
7. No stores of coal, fuel or any combustible or offensive goods or provisions or materials shall be permitted in any of the units or any part of the Exclusive Use Common Elements or Common Elements.
8. Firecrackers or other fireworks are not permitted in any unit or on the Common Elements or the Exclusive Use Common Elements.
9. Exterior access doors shall not be left unlocked, opened or wedged open for any reason.
10. No Visitor or Guest may use or have access to the Common Elements and facilities unless accompanied by an Owner.
11. Owners shall not drop cigarette butts, cigar butts or ashes in the garbage chutes, corridors, stairwells and garbage area or off the Balconies or on any other areas of the Common Elements and the Exclusive Use Common Elements.
12. No Owner shall disconnect, tamper with, alter or repair any element of the fire alarm system.
13. Each Owner shall install, maintain and repair smoke alarms within 10 feet of each bedroom door (even if a bedroom as designated on the building plans is not currently being used as a bedroom), provided that such device is approved by fire Underwriters' Laboratories of Canada. Smoke alarms are subject to inspection annually by the Corporation in order to ensure compliance with The Fire Code. The cost of any repairs or replacements of smoke alarms required as a result of such inspection is the responsibility of the Owner and such costs will be charged-back to the Owner. Owners should be aware that smoke alarms have a specific life span and must be replaced every 10 years or sooner if required by The Fire Code or the Manufacturer.
14. Build-up of lint within dryer housings and exhaust ductwork is a known cause of fires. It is therefore mandatory that every unit that has a dryer must have a secondary lint trap in addition to the lint trap on the appliance. No dryer may be installed in any Unit without the required secondary lint trap. It is strongly recommended and is each Owner's responsibility to clean the lint trap located in the duct work (ceiling or wall) so as not to block air flow and prevent build-up of unsafe quantities of lint. It is strongly

recommended and is each Owner's responsibility that Owners have the interior of dryers (around drum and motor) cleaned every one to three years for fire safety.

15. While they are entering or exiting, Owners should not permit anyone into the building whom they do not know personally to be an Owner.
16. Waterbeds are not permitted.
17. Installation of weather-stripping around suite doors which obstructs the proper air flow from the corridor into the suite is not permitted.
18. Suite doors must be kept closed and latched when not in use. Doors may not be blocked open and no permanent "kick-down" door stop may be installed. This is a safety hazard in the event of fire. Exterior doors may not have any permanent item attached or installed to them.
19. Bicycles and car tires are not to be transported by elevator or via the stairs.

SECTION III - QUIET ENJOYMENT

1. No noise, caused by any instrument or other devices, or otherwise, in the units, Exclusive Use Common Elements (including Balconies) or Common Element areas which, in the opinion of the Board may be calculated to disturb the comfort of the other Owners, shall be permitted.
2. Owners, their families, guests, visitors and servants shall not create or permit the creation of or continuation of any noise or nuisance in the units, Exclusive Use Common Elements (Balconies) or Common Element areas which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the property by other Owners, their families, guests, visitors, servants and persons having business with them.
3. No undue noise shall be made in the corridors, especially in the tile areas at the elevator locations. In consideration of other Owners on the floor, there shall be no loud conversations, shouting, running, use of toys, including riding toys and balls in the corridors or stairwells. Children are not permitted to play in the corridors or stairwells.
4. Any repairs to the units or Common Elements shall only be made only on weekdays between the hours of 9:00 a.m. and 5:00 p.m., with the exception of situations deemed by the Board to be an emergency or exceptional situation. Repairs within units are not permitted on Saturdays, Sundays or statutory holidays.
5. Children are not permitted to play in any Common Elements areas including in the corridors of the building, lobby, stairwells, elevators, fire exits, exterior or interior driveway or in any parking area, except for the courtyard while under adult supervision.

SECTION IV - PARKING AND DRIVING ON PROPERTY

Driving on Property

1. Vehicle travel speed, including the driveways, the ramp and the Exclusive Use Parking Area, is restricted to 15 km per hour.
2. All vehicles must obey the directional signs on the driveways.
3. Vehicles on the property or in the Exclusive Use Parking Area must yield the right-of-way to pedestrians at all times.

Parking - General

4. No motor vehicle other than a private passenger automobile shall be parked on any part of the Common Elements (including any part thereof, of which any Owner may have the exclusive use) nor shall any repairs be made to such motor vehicle on the Common Elements and no motor vehicle shall be driven on any part of the Common Elements other than on a driveway or parking space.
5. All motor vehicles must be parked in a designated parking space. No motor vehicle may be stopped or parked in the designated Fire Routes at any time. Motor vehicles may only park in the loading dock areas with the specific permission of the Corporation.
6. All motor vehicles parked on the property must be of a size to fit easily within a parking space and may not encroach onto any part of the Common Elements, including the curbs, driveways and walkways. Vehicles must be parked in such a manner as to not damage vehicles parked in adjacent parking spaces when entering or exiting the vehicle. Motor vehicles larger than 5.8 meters in length and 2 meters in width may not be parked in the Exclusive Use Parking Area, the Outside Parking Area or the Visitor Parking Area.
7. No trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the Common Elements other than on a designated parking space located in the Exclusive Use Parking Area. All items so parked are subject to Section II paragraph 7 set out above.
8. No recreational vehicle, trailer (with or without sleeping facilities), boat or mechanical toboggan shall be parked in the parking space at any time in the Exclusive Use Parking Area, the Outside Parking Area or the Visitor Parking Area.
9. No one, including Owners, non-Owners or Visitors may park a derelict vehicle on the property. A derelict vehicle is defined as a vehicle that:
 - Does not display a current licence plate in the form and manner prescribed by the Ontario Highway Traffic Act and regulations.
 - Appears to be unsafe, dangerous or inoperable to the extent that a Safety Standards Certificate as provided for by the Ontario Highway Traffic Act could not be issued.

- Is lacking any component(s) which would be required for the safe and legal operation of the motor vehicle in accordance with the Ontario Highway Traffic Act.
 - Is not capable of being started and moved on short notice.
 - Is leaking oil, fuel or other fluid
10. A derelict motor vehicle parked or left on any part of the Common Elements is liable to be tagged or towed and stored in a suitable place and all costs, charges and expenses are collectible in the same manner as common expenses. Upon notice to the Owner, the said Owner is responsible for all such costs, charges and expenses resulting from towing and storage of a derelict motor vehicle belonging to such Owner, his family or any member thereof, or any other Owner of his Unit, or any guests, invitees or licensees of such Owner.
11. Nothing shall be stored in an Exclusive Use Parking Area other than a bundle buggy. Hooks may be installed to hang the bundle buggy at the request and cost of the Owner. All installations of hooks must be with the approval of the Board and installed by a contractor approved by the Board.

Parking by Owners

12. Parking spaces to which unit Owners have exclusive use may only be used by Owners who normally reside in one of the units in the buildings, unless special permission has been granted by the Corporation for a visitor's vehicle as provided for under Rule 19. Owners who are not registered as Owners on the property may not use the exclusive-use parking area or Owner's outdoor parking areas.
13. All vehicles belonging to Owners must be registered with the Management Office by providing the suite number, vehicle make, model, colour and licence plate number.
14. All vehicles belonging to Owners and parked in the Exclusive Use Parking Area or Owner's Outside Parking Area must display a parking decal affixed to the lower left front windshield. Different coloured decals are issued for Exclusive Use Parking Areas and Outside Parking Areas and the decals are not interchangeable or transferable.
15. Accommodation for motor vehicles requiring an outdoor Owner parking space is limited by the number of parking spaces available and the Corporation does not guarantee that a space may be available. The Board shall act reasonably and in the best interest of the Corporation in issuing decals.
16. No Owner shall park or leave a motor vehicle in the Exclusive Use Parking Area or in the Outside Parking Area, unless the said Owner obtains a parking authorization decal authorizing that Owner to park in that parking area.
17. As outdoor parking is limited, only one decal will be issued per unit, subject to availability. Any Owner who has previously been issued more than one decal for an Outside Parking Area must relinquish the additional Outside Parking Area space(s) and

will be given ninety (90) days' notice to make alternative parking arrangements. Failure to comply may result in removal of the vehicle by the Corporation.

18. An Owner who has only one vehicle may not apply for an Outside Parking Area for the said vehicle. Outdoor Parking Areas are reserved for Owners who have an additional vehicle. Owners may not obtain an Outdoor Parking Area for the sole purpose of renting their Exclusive Use Parking Area.
19. Exclusive Use Parking spaces may only be issued to an Owner residing in the Corporation's buildings. Owners parking in an Outdoor Parking area may not lease the parking space.
20. Upon renting an Exclusive Use Parking Area space from a Unit Owner, the renter must obtain from the Management Office the appropriate parking decal. Should the vehicle have an existing outdoor parking space decal, the outdoor parking space decal must be removed.
21. Owners may not park in the Visitor Parking area at any time.

Parking - Visitor

22. Visitor parking spaces are for visitors and guests of Owners. Contractors and tradesmen may not park in visitor parking spaces. General Contractors must report to the Management Office where they will be issued with a parking permit and directed to an appropriate parking area.
23. All vehicles parked in the Visitor Parking area between the hours of 12:00 midnight and 6:00 a.m. must display a Visitor Parking permit for the specific date(s) issued.
24. Visitor parking permits may be issued by the Owner using on-line registration or by Security for not more than seven (7) days per month. Visitor parking permits required for periods of more than seven (7) days per month must be obtained from the Management Office by providing the vehicle make, model, colour and license plate number. Issuance for extensions of parking permits will be at the discretion of Management and/or the Corporation.
25. No non-Owner or Visitor may park or leave a motor vehicle in the Fire Routes or any parking space other than a space that is designated as Visitor Parking.
26. Under certain circumstances, such as serious illness, physical impairment or other compelling reason, a non-Owner vehicle may be parked in the parking space which has been allocated as an Exclusive Use Common Elements to the suite which they are visiting. A special parking permit must be obtained from the Management Office, providing the make, model, colour and license plate number of the vehicle and the name and a contact telephone number of the Owner of the vehicle.

Parking Enforcement

27. Motor vehicles that are in violation of any of the above rules are liable to be tagged or towed away and stored in a suitable place. All costs, charges and expenses associated with towing and storage shall be paid to the Corporation by the Owner of the motor vehicle or the condominium unit Owner who the owner of vehicle was visiting. Any such cost, charges and expenses are collectable in the same manner as common expenses due and owing from the condominium unit Owner upon notice to the unit Owner of the amount of such costs, charges and expenses.
 28. Parking tickets issued by the Municipality or those designated by the Municipality to lawfully issue Municipal parking tickets must be disputed through the Municipal Parking Control system. The Corporation or its Agent is not responsible for the payment of or cancellation of parking tickets issued under the authority of the Municipality.
 29. Prior to a derelict vehicle being towed away and stored, the Corporation shall follow the following procedures.
 - An investigation shall be made to determine the ownership of the vehicle either by existing licence plates on the vehicle or by its location in the Exclusive Use Parking Area allocated to a particular Unit; and
 - The owner of the vehicle shall be given notice that the vehicle has been found to be derelict and violates this rule. The notice should further state that the motor vehicle will be towed away and stored if the vehicle is not made safe and operable within fifteen (15) days of the date of the notice. The notice shall then be delivered to the address of the Owner of the motor vehicle, if known, or if unknown to the unit that such vehicle Owner occupies, and a copy of the said notice shall be placed visibly on the front wind shield of the said derelict motor vehicle.
- In the event that the motor vehicle is known to belong to an occupant of a Unit, then every reasonable effort shall be made to notify the said occupant personally before the towing and storage.
30. It is recommended that Owners away for a long period of time inform the Management Office of an arrangement or means by which their vehicle can be moved in an emergency. Otherwise, the Corporation may have to have their vehicle towed at the Owner's expense.

SECTION V - PETS

1. The provisions of the Declaration of York Condominium Corporation No. 300 restricting occupancy of Units to a single pet. For the purposes of this provision, a pet is defined as a dog, cat or bird.
2. Notwithstanding paragraph 1 above, multiple pets owned, kept and maintained by Owners in the unit or on the Common Elements as of June 1, 2007 shall continue to be permitted in the unit and on the Common Elements subject to the following provisions:
 - the pets must have been registered with the Property Manager as of August 31, 2007;
 - the right of an Owner to keep or allow pets that have been so registered in a unit or on the Common Elements shall continue only as long as the said Owner continues to reside in the said unit;
 - the death of a registered pet terminates the registration which is not transferable to any other non-registered pet; in other words, the deceased pet may not be replaced if another pet is already being kept or maintained by the occupant.
3. All pets must be registered with the Corporation, such registration citing type of pet, breed, colour and approximate weight as well as any other distinguishing features.
4. All dogs and cats must wear a collar, bearing proof of current vaccinations for rabies.
5. All pets must be kept on a leash, not exceeding 1.5 meters, and must be kept under control of the Owner at all times when on the Common Elements
6. Dogs must be taken off the property to urinate or defecate. Owners are responsible to pick up dog droppings in accordance with the Municipal By-Laws and dispose of them in a proper garbage container. If clean-up is not performed, the Owner will be charged for clean-up by the Corporation. Such cost will be assessed on the Owner's unit as common expenses and shall be collectable as such, as will any other damages caused by the pet in accordance with all applicable municipal by-laws.
7. Pets are not to be left unattended on balconies or patios and any urine or excrement on the balconies or patios must be cleaned up immediately.
8. No Owner or Visitor shall permit a pet(s) to bark, howl or cause a noise or disturbance which disturbs the comfort or quiet enjoyment of the property by Owners.
9. Kitty litter will block pipes and cannot be flushed down the toilet due to swelling after it enters pipes. Kitty litter must be double-bagged, securely tied and disposed of together with your organic waste.
10. No pet shall be permitted to litter, dirty, mutilate or destroy any of the Common Elements, including but not limited to, landscaping, grass, trees, shrubs, hedges or flowers. Any damage caused will be the full responsibility of the pet's Owner. Costs

incurred as a result of clean-up or damage to any of the Common Elements, will be back-charged to the Owner.

11. No pet that is deemed by the Board or Manager, in its absolute discretion to be a nuisance shall be kept by an Owner of any unit, in the unit or on the Common Elements. Any Owner who keeps a registered pet that is deemed a nuisance in a unit or on the Common Elements shall, within fourteen (14) days of receipt of a written notice from the Board or the Manager requesting the permanent removal of such pet from the unit and Common Elements

SECTION VI - GARBAGE DISPOSAL, ORGANIC WASTE AND RECYCLING

Use of TriSorter

1. The TriSorter must be used in accordance with the instructions provided to the Owners. Instructions are posted in all of the chute rooms. The TriSorter may be used between the hours of 8:00 a.m. and 8:00 p.m.
2. All garbage must be sorted into garbage waste, organic waste and recycling in accordance with the current City of Markham lists for these categories.
3. The Chute Room – Items to be placed in TriSorter
 - a. Household garbage must be securely wrapped and tied in plastic or polyethylene bags and placed down the garbage chute and must be pushed fully down the chute. Large garbage items that will not easily fit into a plastic bag cannot be thrown down the TriSorter chute and must be disposed of in the Brown Bins at the back of the buildings.
 - b. Recycling items are to be thrown down the chute in loose form, and not in plastic bags. Cardboard too large to be thrown down the chute must be broken down flat and cut to a size that will fit into the blue recycling containers at the back of the buildings. Large pizza boxes are not to be thrown down the chute and must be disposed of in the recycling bins at the back of the buildings.
 - c. Organic items must be securely bound and tied in plastic bags. Organic waste must be double-bagged.
 - d. The chute and the chute door must be completely closed and latched following disposal for fire safety and to prevent odours in the floors. Garbage may not be left in the chute room at any time.

4. Hazardous waste as defined by the City of Markham must be taken by the individual Owner or Owner to the City of Markham hazardous waste depot. Batteries may be disposed of in the City of Markham battery boxes located in the mail rooms.
5. Used furniture, appliances and construction waste, including but not limited to carpeting, drywall, cabinetry, doors and frames and other items being disposed of during suite renovations, must be removed from the property by the Owner or their contractor/supplier. Any costs incurred by the Corporation for the removal of large garbage items, white goods (appliances) or construction materials will be charged back to the Owner.

SECTION VII - MOVES AND DELIVERIES

1. Moves and deliveries are permitted on Monday to Friday, 9:00 a.m. to 5:00 p.m. only. If additional time is required, moves and deliveries may continue from 5:00 p.m. to 7:00 p.m. provided that Corporation staff is available during that time. Additional costs for this extra time may be charged by the Corporation. No moves or deliveries are allowed on Saturdays, Sundays or Statutory Holidays, without the specific permission of the Corporation. This permission will only be given for emergency deliveries of appliances to replace a non-functioning refrigerator or stove or medical equipment.
2. Moves of all heavy or bulky furniture or contents, and all moves associated with a change of occupancy, are only permitted in the service elevator, which must be protected with pads and floor covering prior to the move commencing.
3. Application for use of the service elevator shall be made to the Management Office at least fourteen (14) days in advance of the proposed move during normal business hours Monday to Friday. A security deposit in the amount of \$500.00 or other such amount as approved by the Board from time to time, payable by cash, certified cheque or money order shall be required prior to the commencement of the move.
4. No move-in shall be booked for a tenant until such time as delivery of the executed Summary of Lease/Renewal, as required under the Act, has been submitted to the Management Office. (See Section IX - Occupancy and Leasing.)
5. Prior to the start of the move, the Manager or Superintendent and the Owner or tenant shall complete an inspection of the elevator, the corridor between the elevator and suite door and the suite door and frame. Following the completion of this inspection, the Superintendent will place the elevator on service and provide instructions as to its use. Owners booking elevators must attend both inspections and are encouraged to participate and take photographs. Owners will be held responsible for any damages incurred during their move.
6. The Owner whose goods are being moved shall remain with or near the service elevator at all times during the move, until the move is complete.

7. Upon completion of the move, the Owner shall report to the Manager or Superintendent, whereupon the Manager or Superintendent and the Owner shall complete a final inspection of the elevator, corridors and other relevant Common Elements areas to determine if any damage has been caused and the extent of such damage.
8. In the event of damage, the Corporation shall deduct from the security deposit lodged with it, the cost of repair of any damage noted on the said final inspection that had not been noted in the first inspection and appears reasonably to have been caused by the move. The security deposit or balance thereof after deduction will be forwarded to the Owner by mail within one week; or if there is damage, once the actual cost of repair of the same is known and has been deducted.
9. Should there be evidence of pest infestation or upon the new Owner's request, the Manager shall arrange for pest control spraying during the period of the move-out and a subsequent move-in. This period must be of a least 4 hours duration to permit for the spraying, but a 24 hour period is recommended to avoid any effects of the toxic spray.
10. All deliveries, including contractor tools and materials, must be booked through the Management Office and come into the building via the moving room and service elevator. No deliveries may be made through the front lobby doors without express permission of the Corporation.

SECTION VIII - SUITE RENOVATIONS AND INSPECTIONS

Suite Renovations

1. Before undertaking any renovation to the suite, the Owner must complete the Suite Renovation forms available from the Management Office and have them approved by the Board. Suite renovations do not include minor repairs or painting of the suite.
2. No Owner may remove the existing floor covering of a unit in the Corporation without immediately replacing the same with new wall-to-wall carpeting or a Board approved hard floor covering with Board approved sound absorbing material underneath (STC and ITC ratings both greater than 70 and/or an IIC rating of 70 or greater and an established record of ongoing durability while sustaining these ratings).
3. Entrance hallways, washrooms, store rooms, utility rooms, in-suite laundry rooms, hall closets and kitchens which were originally covered with vinyl, tile or linoleum may be surfaced with the same material. Unit Owners are, however, encouraged to utilize approved sound absorbing barriers in these areas also.
4. Unit Owners who wish to convert to hard floorings will submit a detailed plan of the renovation, along with the signed Hard Flooring renovation form, which must include a sketch of the areas to be resurfaced, samples and specification sheets of the proposed

sound absorbing material to be used and details regarding the method of installation. Approval of the Corporation is required prior to the commencement of the project.

5. Approved projects will be scheduled in such a fashion that the Corporation or its representative will be afforded an opportunity to inspect the worksite after the sound absorbing layer has been installed but before hard floor covering is applied.
6. Only licensed trades may be used for plumbing and electrical renovations. Owners must provide proof of insurance and a Worker's Safety & Insurance Board (WSIB) insurance number from their contractor prior to engaging the contractor to complete renovations.
7. The Owner must book the moving elevator in accordance with the Rules for Moving and Deliveries for all deliveries and removal of tools and materials.
8. The Corporation recognizes that Owners have the right to renovate their suites. Renovation noise which transmits to other suites, such as hammering, drilling, cutting, may only take place between the hours of 9:00 a.m. and 5:00 p.m., Monday to Friday.
9. Cutting of materials during renovations must be done within the suite being renovated and not on the Common Elements or Exclusive Use Common Elements (including balconies).
10. If renovations generate sawdust or drywall dust, the HVAC units must be disabled by removing fuses and covering the grills with plastic in order to protect the HVAC units. If the unit requires heat during the renovations while the HVAC units are disabled, the contractor must provide electric construction heater(s).
11. All construction debris and carpeting must be removed from the site by the Owner or their contractor and may not be disposed of in the Corporation garbage bins in accordance with the Rules for Garbage and Recycling.

Unit Inspections

12. The Corporation, through its duly authorized agent, may carry out an annual safety inspection of each unit within both condominium buildings and each Owner shall reasonably cooperate with the Corporation and its agent carrying out such inspection.
13. The inspection shall identify potential hazards of fire and water escape and condition of Common Elements as well as condition of Common Elements components, and without limiting the generality of the foregoing, may include an inspection of kitchen and bathroom exhaust fans, dryer hoses, ductwork and vents, electrical outlets, connections or extensions, smoke alarms, plumbing, including taps, bathroom tiles or grouting, washing machine hoses, shut-off valves, fan coil units, windows, doors, and Balconies or any overcrowding condition.

14. Wherever possible, the Owner of the condominium unit shall reasonably attempt to be present for the inspection; however, if such Owner, having been given reasonable notice, is not present, then the Corporation's agent shall be entitled to carry out such inspection in the absence of the Owner. In the event that the Owner is absent, the agent must leave a card noting that the work was done.
15. The Corporation's agent shall provide a written report to the Board with respect to all unit inspections with each Owner, subject to the Act, having the right to inspect any report pertaining to that Owner's unit.
16. If an inspection indicates that repairs or corrections are required with respect to any particular unit, the Owner of that unit, upon notification by the Board of such required repairs, shall, at the sole expense of that Owner, carry out such repairs or corrections within a reasonable time, and in a good and workmanlike manner, using materials of reasonably acceptable quality. Should an Owner neglect or refuse to carry out required repairs or corrections within a reasonable time, the Corporation may carry out such repairs or corrections, with the cost of such repairs or corrections to be added to that Owners' contribution towards common expenses giving rise to a lien in favour of the Corporation against that Owner's unit in accordance with the Act.

SECTION IX - OCCUPANCY AND LEASING

1. The Owner of a unit, when entering an agreement to lease the Unit to Tenants, must supply a Summary of Lease/Renewal, setting out the details of the lease and a declaration that he or she has supplied the Tenant with a copy of the Declaration, By-Laws and Rules of the Corporation, as required by the Act. A copy of the executed lease signed by the Tenant, agreeing that the Tenant will comply with the Declaration, By-Laws, Rules and Regulations of the Corporation must be attached to the Summary of Lease/Renewal. In addition to this Declaration, the lease shall contain the following provisions:
 - a) The Tenant agrees to use the rental premises for residential purposes only and for no other purpose whatsoever, and the Tenant further agrees not to allow the rented premises to be occupied or otherwise used by anyone other than the persons listed in the tenancy agreement without providing written notice to the Corporation setting out the name, age and relationship of the occupant to the Tenant.
 - b) The Landlord and Tenant mutually covenant that neither, by their own acts nor those of their family, servants, guests or agents will they do or permit any act upon the premises which may in any way be objectionable or injurious to the reputation of the premises or other parties.
2. Tenants are required to complete a Suite Information Form, including birth years of children under the age of 16 years, telephone numbers, vehicle information, pet information, emergency contact information and information concerning assistance of Owners required in an emergency. Information collected by the Management Office shall

be kept confidential under the privacy policy of the Corporation and shall not be released without the express permission of the Owner, unless required by law.

3. Both the Owner and Tenant must sign a covenant whereby the Owner either assigns the right of recreation centre use to the Tenant or retains it thereby excluding the Tenant from such use.
4. Insofar as Article IX (3) of the Corporation's Declaration requires that Unit Owners purchase Property Damage and Liability Insurance for their suite, it shall be required that the Owner of any rented unit shall obtain a copy of the Certificate of Insurance with respect to the rented unit and have it directly forwarded to the Corporation, by the Insurance Provider, before or at the time the Tenant information Form is submitted and upon each insurance renewal thereafter. It is recommended that tenants also obtain their own insurance policies to cover their own liability and property and a copy of such policy must be submitted to the Corporation immediately upon such a policy coming into force.

The amount of Liability Insurance coverage shall be determined by the Corporation, acting within reasonable and accepted limits. This amount will be reviewed, from time to time, and may be changed, with notice. Changes in amount will take effect upon the next renewal of the Units Policy.

5. No unit shall be occupied and used for any purpose other than as a private, single family residence, and no unit shall be occupied under a lease or license arrangement for transient or hotel purposes and no portion of the Unit shall be partitioned or subdivided for any other use or for multiple family use.

SECTION X – TRANSIENT AND COMMERCIAL USE OF UNITS

1. No residential unit or part of a residential unit shall be used for any "transient" or "commercial" use, including, without limiting the general meaning of these terms, any of the following:
 - a. the carrying on of a business;
 - b. hotel or boarding or lodging house use;
 - c. the disposition of an Owner's or tenant's right to occupy the Owner's unit whereby the party or parties acquiring such interest or right is or are entitled to use or occupy the unit on a transient use basis or under any arrangement commonly known as time sharing; or
 - d. any use, occupancy, or lease by persons other than the registered owner with the exception of *bona fides* guests of the Owner or lease, for a term of less than one

(1) year or which is terminable prior to the expiry of such term, including without limitation the leasing through “Airbnb” or similar services.

2. All tenancies for units shall be in writing.
3. Within 30 days of the lease or renewal of lease for any individual unit or part of a residential unit, the Owner shall:
 - a. notify the Corporation in writing that the unit has been 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 prescribed form pursuant to the Act.
 - c. provide the lessee with a copy of the Declaration, By-Laws and Rules of the Corporation; and
 - d. complete and execute any undertaking and/or information sheet as may be provided by the Corporation and ensure that all lessees complete and execute any undertaking and/or information sheet as may be provided by the Corporation.
4. If a lease of a residential unit or a part of a residential unit is terminated and not renewed, the Owner shall notify the Corporation in writing of same within seven (7) days of the termination.
5. For the sake of clarity and without limiting the generality of the Rules respecting transient use of Units, in the event that a unit is leased to a corporation, partnership or other legal entity, the occupants of the unit shall be considered tenants for the purposes of these Rules and a change in the occupants of the unit shall be treated as a tenant taking possession of the unit pursuant to a new lease that must comply with these Rules.
6. No tenant may assign a lease in whole or in part. A unit owner may not consent to an assignment, unless the assignment will comply with these Rules.
7. No tenant may sublease the unit in whole or in part.
8. Each of the provisions of these Rules respecting transient use of units shall be deemed to be 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 the provisions of these Rules.

SECTION XI - AMENITIES

Billiard & Ping Pong Rooms

1. The Billiard Room and Ping Pong Room located in each building are available for use from 9:00 am to 10:00 pm daily. Use of the Billiard/Ping Pong Room must be arranged for with the Management Office.
2. Guests and children under the age of 16 years must be accompanied by an adult Owner at all times during their use of the billiard and ping pong rooms.

Hobby Rooms/Lounges/Bicycle Rooms

3. The Hobby Room in each building is under the control of a Hobby Club for each building. Owners wishing to use the Hobby Room and equipment must be members of the Hobby Club for the room they wish to use and may obtain a key through the Hobby Club.
4. Owners using the Hobby Room must do so at their own risk and must sign a Waiver form. Owners are cautioned that the equipment can be dangerous and that they must use safe handling procedures for all equipment located within the Hobby Rooms. Owners who have not signed a Waiver form and use the Hobby Room are considered to be unauthorized users of the equipment.
5. The lounges in each building are available for use from 9:00 a.m. to 10:00 p.m. daily. Guests and children under the age of 16 years must be accompanied by an adult Owner at all times during their use of the lounges. Use of the lounges must be arranged for with the Management Office.
6. The bicycle storage rooms are for storage of bicycles only. Car tires or any items other than bicycles may not be stored in the bicycle rooms. Owners storing such items will be provided with ninety (90) days' notice to remove unauthorized items from the bicycle rooms. Failure to comply with the removal of the items will result in the removal of such items by the Corporation.

Multi-Purpose Room

7. Use of the Multi-Purpose Room must be arranged for with the Management Office.

Bikes, Rollerblades and Skateboards

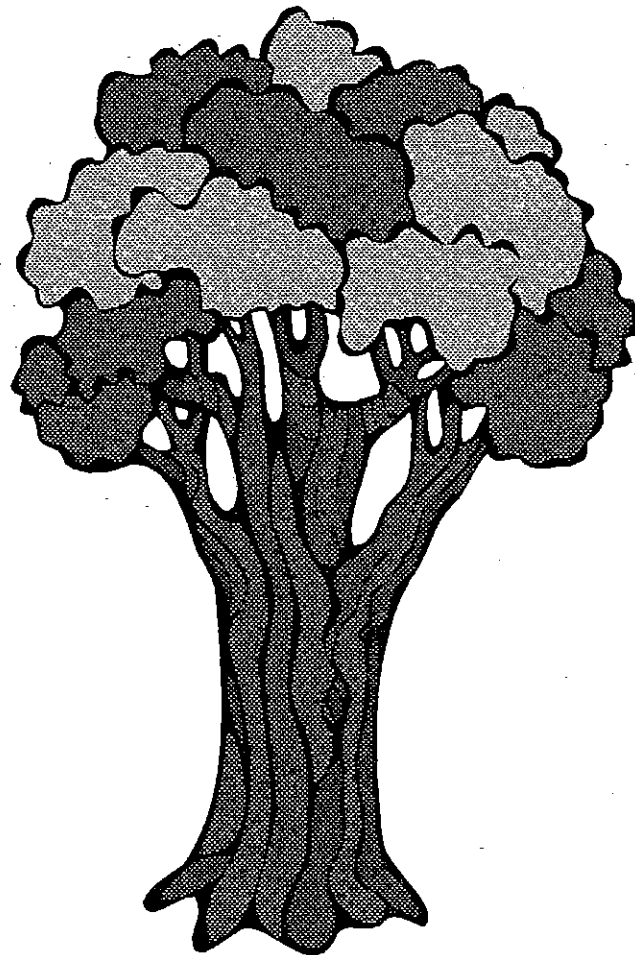
8. Bicycles shall be walked, not ridden, in a safe manner in the outdoor and underground parking areas and the garage ramp.
9. Bicycles may only be ridden in a direct line between the streets and the top of the access ramp to the underground parking areas or the bicycle rack at the back of 60 Inverloch

Blvd. building. In doing so, the bicycles shall be ridden in a safe manner in accordance with designated entry and exit routes for vehicular traffic and shall not obstruct those routes.

10. Bicycles shall not be brought into the buildings except for the purpose of being stored in the designated bicycle room or in the bicycle racks located at the back of the buildings. Bicycles are not permitted in the elevators or stairwells and may not be stored on Balconies, or anywhere on the Common Elements other than the designated locations.
11. Rollerblades and skateboards shall not be used anywhere on the Common Elements, inside or outside the buildings.

The Orchard Club

Rules and Regulations Handbook



(Revised October, 2007)

70 Inverlochy Blvd. Thornhill, ON
(905) 889-9081

Dear Residents:

During the past year the Orchard Club Joint Management Committee (J.M.C.) has been reviewing the Orchard Club rule book. The previous rule book was written in 1990. During the time since the last rule book was introduced, the demographics of the buildings have been changing with an increase of families and the number of children residing in the buildings.

The objective of this rule book is to ensure that the Orchard Club Recreation Facility is a pleasant, safe and congenial environment in which all owners can take pride. These rules are drafted to provide all Residents with maximum enjoyment of all the facilities and to prevent inconveniences caused by others. It is your responsibility, as a Resident and unit owner, to familiarize yourself with the rules and to conduct your behaviour accordingly. This is the only way to ensure the time you spend in the Recreation Centre is an enjoyable experience for all.

Some new rules we would like to make you aware of include:

- Access to the Orchard Club will be denied if you do not bring your membership card.
- Only residents over sixteen (16) years of age may bring a guest to the Recreation Centre.
- The maximum number of guests that may be sponsored by any unit is three (3).
- Residents must accompany their guests at all times when the guests are in the Recreation Centre.
- Children less than twelve (12) years of age must be accompanied and supervised by a Resident over the age of eighteen (18).
- Children less than sixteen (16) years of age are not permitted in the exercise room or in the sauna.

We would like to remind everyone that, when using the gymnasium or the exercise room, Residents must bring a clean pair of indoor shoes that have not been worn outside. This is done to help protect the investment all Owners have in the Recreation Centre. The gymnasium floor was refinished in 2005 at a cost of \$7,000.00. The cost of a new, commercial grade, treadmill is over \$7,000.00. The requirement to bring clean shoes is designed to help protect the investment all Owners have in the Orchard Club.

Please note that many areas of the Club are designated to close fifteen (15) minutes prior to the closing of the entire Recreation Facility. The Orchard Club Staff must perform routine maintenance and inspections before they leave. This cannot be done when there are Residents in the Club. It would be inconsiderate to make Staff work past the end of their shift, late at night.

In closing, we encourage everyone to enjoy the clean and friendly environment of the Orchard Club. Any Resident wishing to drop an idea or comment to the Joint Management Committee can do so by placing a letter in the J.M.C. mailbox, located in the lobby of the Recreation Centre.

Sincerely,

**Orchard Club
Joint Management Committee**



THE ORCHARD CLUB

COMMON RECREATIONAL FACILITIES RULES

for

**YORK CONDOMINIUM CORPORATION NO. 97 (Y.C.C. #97)
YORK CONDOMINIUM CORPORATION NO. 166 (Y.C.C. #166)
YORK CONDOMINIUM CORPORATION NO. 300 (Y.C.C. #300)**

DEFINITIONS

- Act** The "Act" shall mean the (*Ontario*) *Condominium Act, 1998* S.O. 1998 c. 19 and any regulations and amendments thereto.
- Authorized Representatives** "Authorized Representatives" shall consist of any of the Manager, a security guard, staff member, or a member of the Joint Management Committee.
- Board** The Board or Boards shall mean, collectively, the Board of Directors of York Condominium Corporation No. 97 (Y.C.C. #97), York Condominium Corporation No. 166 (Y.C.C. #166) and York Condominium Corporation No. 300 (Y.C.C. #300).
- Corporation** Y.C.C. #97, Y.C.C. #166 and Y.C.C. #300 are referred to collectively as the Corporations or any one of them as the Corporation.
- Joint Management Committee** The Joint Management Committee (J.M.C.) is a committee created by section 3 of the Shared Facilities Agreement to manage the Common Recreation Facilities.
- Manager** The Manager shall mean the Property Manager hired pursuant to a Property Management Agreement, responsible for managing the Recreation Facilities and supervised by the Joint Management Committee, from time to time.
- Recreational Facilities** Recreational Facilities shall include all facilities provided under the name the Orchard Club including the Gymnasium, Swimming Pool, Sauna Areas, Showers, Change Rooms, Washrooms, Tennis and Shuffle Board Area, Exercise Room, Card Room, North Lawn Area and Patio or any one of the above when used in the singular tense.
- Resident** Only persons permanently residing in any unit of Y.C.C. #97, Y.C.C. #166 or Y.C.C. #300 and registered as a resident in the Management Office of Y.C.C. #97, Y.C.C. #166 or Y.C.C. #300 is considered a resident and eligible to use the Orchard Club facilities.

October, 2007

Rules The Rules shall mean any or all of the Orchard Club Common Recreation Facilities Rules referred to herein addressing the Recreational Facilities that is governed mutually by the Joint Management Committee, but shall exclude the Rules pertaining to the use of units and common elements of any one of the Corporations and any other common facilities rules pertaining to any other shared facilities governed mutually by the Joint Management Committee pursuant to another shared facilities agreement. The Joint Management Committee may, from time to time, implement a new rule which is not included within the rule book. In the case of a new rule any authorized representative can advise a resident of the rule and compliance with the rule by the resident is mandatory.

Shared Facilities Agreement

Shared Facilities Agreement shall mean the agreement between Y.C.C. #97, Y.C.C. #166, and Y.C.C. #300 dated December 31st, 1977 as amended by the amending agreement of July 1st, 1999 and October 2nd, 2006 and as may be further amended, from time to time, in accordance with the Act.

INTRODUCTION

Purpose The following Rules are intended to provide the basis for making our Recreational Facilities a pleasant, safe and congenial environment, in which we can all take pride. These Rules were drafted to provide Residents with maximum enjoyment of all the facilities and prevent inconveniences caused by others.

Application These Rules apply to all present and future Residents and their permitted supervised guests, all employees, staff and representatives of the Corporations, all of whom shall be subject to and shall comply with, the provisions of the Act, and your Corporation's declaration, by-laws and rules, including these Rules. You must familiarize yourself with each of the Rules and ensure that you, and all Residents and guests for whom you are responsible, abide by all rules.

Consideration Observance of these Rules and thoughtful consideration of others will benefit all.

Working Together for Compliance

If you observe a Resident of any one of the Corporations breaching any of the Rules, please ask the Recreation Attendant to request the person to comply with any such Rule. If the particular breach continues or is egregious, please provide a written memorandum addressed to the Joint Management Committee and delivered to the Manager, detailing the specific events of the breach, the name and corresponding unit number of the person involved (if known), the time and date of the breach and your name and unit number. If deemed appropriate, the Manager will then notify the offending unit owner in writing, requesting compliance with the Rules. At the discretion of the J.M.C. or of the Recreation Centre Manager, any resident may be suspended for a maximum period of up to six months for breach of the Recreation Centre Rules.

No Waiver

It is up to the Joint Management Committee to determine what, if any, action will be taken to enforce any provision and, its failure to do so on one or more occasions, shall not constitute a waiver of the Joint Management Committee's right to take any action or to uphold such provision on any subsequent occasion.

I. GENERAL RECREATIONAL RULES

Use

01. Only a Resident and his or her permitted guests supervised by a resident over sixteen (16) years of age may enter or use any of the Recreational Facilities. All use of the Recreation Facilities must comply with all federal, provincial, municipal laws, by-laws, and regulations, including the *Criminal Code (Canada)* and the *Human Rights Code (Ontario)* if applicable. A Resident eighteen (18) years of age, or older, is considered an adult for the purposes of these Rules, unless otherwise specified.

Guests

02. **All guests must register with the Reception Desk on entry to the Recreational Facilities and be sponsored by a Resident sixteen (16) years of age or older.** No one suspended from the Recreational Facilities may sponsor a guest.

The maximum number of guests that may be sponsored by any unit is three (3).

Residents shall supervise and accompany their guests at all times while using the Recreational Facilities and shall ensure that their guests comply with these Rules. Each guest is charged a Guest Fee in the amount determined by the Joint Management Committee, from time to time. The Resident sponsor shall be fully liable to the Corporations for any damage, loss, injury, or expense caused by his/her guest(s) or for any breach of these Rules by his/her guest(s).

In the event a resident is being denied access to the pool or a piece of equipment due to usage of the pool/equipment by a guest, the guest will be required to vacate the pool or the piece of exercise equipment to permit the resident's use of the pool/equipment.

ID Cards

03. All Residents must show their Photo Identification Card on entry to the Recreational Facilities. Photo Identification Cards are the sole property of the Joint Management Committee, subject to permitted use by the Resident. Identification Cards are non-transferable and must be returned to the Joint Management Committee upon the request of an Authorized Representative. Under no circumstances shall a Resident provide an Identification Card to a non-resident to allow access to any part of the Recreational Facility.

Attire

04. Attire, consistent with normal public street wear, must be worn in transit between residential units and the Recreational Facilities at all times. Cover-ups, towels, robes and swimwear are only acceptable on the outside lawn area, patio area, pool or change room

area. Residents and their guests shall use the locker rooms to change into sportswear appropriate for the Recreational Facility being used. Appropriate footwear must be worn at all times. Any Authorized Representative may, in his/her discretion, restrict entry to the Recreational Facilities premises or any part of the Recreational Facility, to anyone who is not appropriately attired.

- Supervision 05. **In the interests of the safety, security and welfare of children and residents, children under the age of twelve (12) must be accompanied by, and under the supervision and responsibility of, an adult over the age of eighteen (18) years of age at all times. Loitering in the Recreation Centre is not permitted.**
- Identity 06. Any Authorized Representative may request proof of identity or proof of age from any person using the Recreational Facilities.
- Pets 07. Household pets of any kind are strictly prohibited in any of the outdoor or indoor Recreational Facilities.
- Beverages 08. No smoking, food, illegal drugs, alcohol and/or other beverages (other than water in a plastic container) are permitted in any of the indoor Recreational Facilities, save and except food and beverages in the gymnasium or card room during events approved by any Authorized Representative. **Anyone caught with alcohol (at a non sanctioned event) or illegal drugs within the Recreation Centre will immediately have their membership card revoked.**
- Hours 09. The Hours for the Recreation Centre will be posted at the Recreation Centre. From time to time, the Joint Management Committee will review the Recreation Centre hours and may adjust the hours, if they deem it appropriate.
- Misconduct 10. To ensure the safety and enjoyment of everyone, running, boisterous or reckless activity, excessive noise, nuisance, disturbance, fighting, yelling, immoral behaviour and general misconduct or breach of any Rule are not permitted.
- Nuisance 11. No person shall cause excessive noise or any nuisance or disturbance as determined by any Authorized Representative of the Orchard Club. No live or broadcast music or sounds shall be allowed at the Recreational Facilities without approval of an Authorized Representative of the Orchard Club.
- Signs 12. Residents and their guests shall comply with all requirements of any posted sign, within, or pertaining to, the Recreational Facilities.
- Exclusive Use 13. The Joint Management Committee reserves the right to permit exclusive use of any of the Recreational Facilities for in-house group classes or for specified events of the Corporations, in which case the particular Recreational Facility will not be available for individual use during such period of time. The Recreation Centre is not available to

residents to rent for private functions of any type (with the exclusion of the use of the card room for small functions as outlined in Section VI – Card Room, Subsection 07. – Party). Use of any part of the facility for any private profit making venture is not permitted.

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| Availability | 14. | Any Authorized Representative shall have the right to disallow, displace or remove participants of any group activity if the activity has not been properly organized or if no Resident has assumed proper responsibility. An Authorized Representative has the right to determine the availability of facilities having regard to conflicting requests or if the activity is not consistent with the Act, or the declaration, by-laws, rules (including these Rules) of the requestor's Corporation. |
| Liability | 15. | Any Resident using the Recreational Facilities is fully liable for any damage, loss, expense or injury caused by the Resident or his/her guest(s). When using the Recreational Facilities, Residents and their guest(s) shall obey these Rules and all other rules of the Corporation in which the Resident resides. |
| Risk | 16. | Users of the Recreational Facilities are advised that most areas of the Recreational Facilities are, at times, unsupervised. The user accepts all risk when using any area of the Recreation Centre. Safety precautions must be taken at all times to prevent injury or damage. Check with your physician, if there is any question about your health, before participating in strenuous activities. Prior to participating in some activities, residents and guests may be required to sign a waiver form. |
| Limitation of Liability | 17. | The Corporations, their officers, directors, residents, Joint Management Committee members, the Manager, security guard and any staff or agents, thereof, shall not be liable for any loss, damage, injury or expense and are indemnified and saved harmless by each Resident from any claim, action, cause of action, proceedings, claim, loss, damage, injury, expense, costs or demand of any nature or kind sustained by, caused by, or arising with respect to any Residents' or guests' use of the Recreational Facilities, or any equipment or items contained therein, or any lost item, accident, illegal activity or breach of any these Rules or other rules of any of the Corporations. |
| Parking | 18. | There is no parking at either the front or the rear of the Recreational Facilities. General parking is not permitted in the visitor parking area of Y.C.C. #166. |

II. GYMNASIUM - GENERAL USE

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| Use and Risk | 01. | The gymnasium may be used to play only basketball, badminton, aerobics, ping pong, golf and any such other athletic activities as may be approved by the Joint Management Committee, from time to time. The gymnasium may also be used for other social activities, as approved by the Joint Management Committee, from time to time. Due caution must be used in the gymnasium and all persons shall use it at their own risk. In |
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the event concurrent competing uses of the gymnasium give rise to conflicts, an Authorized Representative's decision, as to permitted use of the gymnasium for a specified temporary time period, and any decision as to a subsequent permitted use, shall be final and binding.

- Attire 02. Proper fitness attire is required in the gymnasium. Non marking shoes must be worn when using the gymnasium. A clean pair of indoor shoes must be worn in the gymnasium or exercise rooms - outdoor shoes will not be permitted. Shirts must be worn at all times. Proper safety equipment shall be used, if required.
- Noise 03. For any approved programs such as aerobics or aquafit, recorded music designed for exercise programs which are agreeable to other participants, will be permitted, subject to an approval of an Authorized Representative. Music is not permitted for general activities such as playing basketball or golfing. Personal headphone devices will be permitted as long as they are not bothering other Residents. The sound level shall not interfere with the quiet enjoyment of other Residents.
- Exclusive Use 04. The Joint Management Committee reserves the right to permit exclusive use of the gymnasium or any portion thereof for in-house group classes and the room or such portion will not be available for individual use during such periods.
- Reservations 05. The first reservation period for the gymnasium for any activity commences at the opening of the Recreational Facilities with playing periods in increments of thirty (30) minutes. The maximum amount of time that can be reserved is thirty (30) minutes. The Resident may continue to use the gymnasium so long as no other Resident is waiting to use the gymnasium. The last reservation period commences half an hour before closing. The gym will be closed fifteen (15) minutes prior to the closing of the Recreation Centre to allow Residents to vacate the club prior to closing time.
- Prohibitions 06. Roller-skating, skateboarding, bicycling, street games, roughhousing and other similar activities in the gymnasium are forbidden.
- Equipment 07. Some equipment may be obtained from the Recreation Attendant at the front desk. In some cases a security deposit may be required. Any equipment received must be returned directly to the Recreation Attendant for inspection after use.
- Basketball 08. Only six (6) people will be permitted on the basketball court at one time. The person that booked the court is responsible for any damage. A \$10.00 deposit fee may be required prior to using the court and will be returned once the Resident is finished using the court and the court is inspected by an Authorized Representative. Loitering in the downstairs lobby or other areas the Recreation Facility while waiting for the court, or after playing basketball, is not permitted.

III. EXERCISE ROOM

- Risk 01. Due caution must be used in the exercise room. Consult your physician, before beginning any exercise regimen. Use of the exercise equipment shall be at the users own risk. Learn the safe and proper use of the equipment prior to its use.
- Noise 02. In the event of a disagreement over the television channel, or the sound level of the television in the exercise room, the Recreation Attendant will turn off the television until the parties involved have left the room. The same policy will apply for the general sound system in the Recreation Centre.
- Guests 03. The exercise room and its equipment are solely for the use of Residents and their guest(s). In the event that the exercise room is busy, a Resident will have priority on the equipment over a guest.
- Attire 04. Proper attire must be worn at all times. Cut-off pants and bathing suits are not considered proper attire. A full shirt must be worn. A full shirt must cover underarms, back and abdomen fully (no bare midriffs). A towel must be used at any time where a body comes in contact with any equipment. Gym shoes must be clean, non marking shoes that are not worn outside.
- Weights 05. Weights must be returned to the racks after use. Rotate use of equipment within a reasonable time so as to refrain from impeding other Residents' use of equipment. Resting shall be done off the equipment. Do not bang or drop weights. All weights are to be stripped off all the equipment after use.
- Cleaning 06. All equipment must be wiped down immediately after use with the cleaning solution provided. Paper towels provided should be sprayed with cleaning solution and then used to wipe down equipment. Cleaning solution in spray bottles should not be used directly on the console of the cardio equipment.
- Age 07. **Persons under the age of sixteen (16) are not permitted in the exercise room and cannot use the exercise room equipment. The exercise room shall not be used as a playroom or babysitting facility.**
- Bookings 08. The treadmill, bikes, rowing machine or other machines, as designated by the J.M.C. may be booked one day in advance. The maximum amount of time that can be reserved is thirty (30) minutes, subject to permitted extensions, so long as no other Resident wishes to use the piece of equipment booked. A five (5) minute grace period will be extended to all bookings after which time the booking will be forfeited. The Exercise Room will close fifteen (15) minutes prior to the closing of the Recreation Centre in order to allow Residents to depart the Recreation Centre by closing time.

- Safety 09. All persons using the exercise equipment shall follow all appropriate safety precautions and procedures. The Joint Management Committee may post safety rules in the exercise room, from time to time. Any equipment that appears unsafe or not performing properly should be reported to the staff immediately.

IV. SWIMMING POOL AND SAUNA

Swimming Pool

- Hours 01. Residents will be required to vacate the pool area at least twenty (20) minutes prior to closing to permit the Residents to depart the Recreation Centre on time. Loitering or lateness is not acceptable.
- Exclusive use 02. The Joint Management Committee reserves the right to permit exclusive use of the swimming pool, or any portion thereof, for in-house group classes and the swimming pool, or such portion, will not be available for individual use during such periods.
- Maintenance 03. Pool, locker room and shower maintenance usually take place when the Recreation Centre is closed. From time to time, it may be necessary to close the pool or locker room for maintenance or for repairs, during club hours.
- Age 04. **This pool is unsupervised. Bathers under sixteen (16) years of age are not allowed within the pool enclosure unless accompanied by a parent or adult who is not less than eighteen (18) years of age. In the event that a child under twelve (12) can not swim at least two widths of the pool, the parent or adult will be required to be in proper swim attire. The total number of bathers on the deck and in the pool shall not exceed ten (10) people.**
- Skill 05. No person, other than a skilled swimmer, may swim alone. An unskilled swimmer must be supervised at all times. An adult may supervise no more than four (4) children swimmers. In the event that the any of the children are non-swimmers, an adult can supervise no more than two (2) children. It is recommended that an adult bring life vests for children who are non-swimmers. Adults supervising children should be within arms reach of any non-swimmers.
- Access 06. Access to, and exit from, the pool area shall be through the change rooms only.
- Lotions 07. Sun tan oils, lotions, creams, grease or other such preparations must be showered off thoroughly before entry or re-entry into the swimming pool or sauna.
- Shower 08. Each bather shall take a shower using warm water and soap and thoroughly rinse off all soap before entering or re-entering the pool area.

- Attire 09. Proper swimming attire must be worn in the pool. Cut-off shorts are not considered proper attire. Street shoes may not be worn in the pool area. Any Authorised Representative may, in his/her discretion, restrict entry to the pool area to anyone not properly attired.
- Bathing Caps 10. Bathers with hair longer than shoulder length must either tie their hair up or wear a bathing cap.
- Disease 11. Residents with sores, open wounds, infections/communicable diseases or any known unhealthy condition of the body potentially detrimental to others shall not use the swimming pool or sauna.
- Objects 12. No person shall bring a glass container, skin diving or scuba gear, inflatable item, toy, ball, floating object, flippers or other device into the pool. Absolutely no balls or toys are permitted in the pool or pool area during any period that is not designated by Management for such activity.
- Personal Floatation Devices 13. Water wings or approved lifejackets will be permitted in the pool. Water wings are to be used in the shallow end only. Water wings or life jackets must be provided by the Resident.
- Non-pollution 14. No person shall pollute the water in the swimming pool in any manner. Spitting, spouting of water and blowing the nose in the pool are prohibited.
- Conduct 15. No person shall engage in boisterous play, fighting, reckless behaviour or unseemly conduct in or about the swimming pool or sauna. Standing front dives are permitted from the east end (deep end) wall of the pool. Back dives, flips, cannonballs, etc. are not permitted. No diving is permitted from the side walls or the shallow end of the pool. The Recreation Attendant may suspend diving privileges if the pool is busy. Running dives are not permitted. No running on the pool deck. Under no circumstances are the railings on the pool steps, going into the pool, to be used to hang or exercise from.
- Emergency 16. The emergency telephone is located at the pool office and emergency rescue equipment is located on the wall near the pool. They shall be used for emergency purposes only and shall not otherwise be tampered with. The phone in the pool room is not to be used by Residents for general use.
- Chairs 17. All lounge chairs normally kept in the pool area are for indoor use only and must not be taken out of the pool enclosure.
- MP3s etc. 18. Portable radios, Compact Disc players, Digital Video Disc players, MP3 players, or similar devices are permitted on the pool deck when earphones are used at low volumes. Residents must exercise discretion in the use of such equipment on the pool deck to ensure everyone's enjoyment. These devices should be used subject to the consent of

others using the area and only in a way that respects the safety and security of other Residents.

- Wet Swim Suits 19. Bathers must remove wet swim suits and carry them in leak-proof containers before leaving the change rooms, while observing the general dress rules. Wet bathing suits are not to be worn outside the change room or pool area. Suitable footwear must be worn at all times outside the pool, sauna, shower and locker areas.
- Guests 20. **A maximum of three (3) guests per suite are permitted at any one time. In the event that the pool is at the maximum number of people allowed, guests will be required to leave the pool if a Resident is waiting. Guests may not remain within the Recreation Centre without the accompaniment of a Resident.**
- Infants 21. Children under the age of three (3) or lacking toilet training shall not be permitted use of the swimming pool unless they are wearing approved rubber swimming diapers. Diapers shall not be changed within the pool area.

Sauna

- Caution 22. The sauna should be used with caution. Consult your physician regarding your health risk.
- Age 23. Children under the age of sixteen (16) years are not permitted in the sauna.
- Heat Risk 24. **CAUTION:** Heat can place undue stress on the heart. A duration time of no more than **ten (10) minutes**, is recommended.
- Dry Sauna 25. Due to the nature of the **DRY** sauna, **NO WATER** should ever be splashed on the rocks because this will damage the heating element. Water is not to be splashed on the walls and/or benches of the sauna. Anyone caught splashing water inside the sauna or on the rocks may have their Recreation Centre privileges suspended.
- Objects 26. Buckets, containers, glass, combustible materials and/or newspapers are not allowed in the sauna.
- Tamper 27. No one shall tamper with the sauna controls or place any objects on the sauna heat sensors.
- Hygiene 28. Residents and guests must wear a bathing suit or sit on a clean towel when using the sauna.

V. WASHROOMS, SHOWERS AND CHANGE ROOMS

- Children 01. Adults with children under eight (8) years old wishing to bring their children into a change room of the opposite gender will be permitted to take their child through the opposite gender change room once the adult has advised anyone in the change room that they would like to do so. If a person currently using the change room objects to the child being brought through the change room, the child and adult in question will be required to wait until the person using the change room has departed the change room.
- The adult and child in question must follow the same procedure when re-entering the change room from the pool area. The child may not be left in the pool area alone, so reasonable efforts must be made by the adult to advise anyone in the change room of the intent to bring the child into the change room. Where privacy stalls exist, the adult and child should make every effort to change the child in the privacy stall. Under special circumstances, and with the approval of an Authorized Representative of the Recreation Centre, the child and adult may be allowed to enter the pool area from the centre pool door. Under these circumstances, the adult and child will have been expected to have showered at home prior to coming to the Recreation Centre.
- Lockers 02. Lockers are provided only for the use of Residents and their guest(s) while they are using the Recreational Facilities.
- Locks 03. Persons using lockers may supply their own locks, which must be removed when leaving the change room.
- Removal 04. Locks used in a manner other than as described above will be removed.
- Conduct 05. No person shall engage in boisterous play, fighting, reckless behaviour or unseemly conduct in or about the change room area.
- Damage 06. Neither the Corporations, the Joint Management Committee, nor any Authorized Representative shall be responsible for damage to, loss or theft of personal articles, however caused.
- Footwear 07. Wet or muddy footwear may not be brought into the locker rooms.

VI. CARD ROOM

- Usage 01. The card room is strictly for the use of Residents and guests. Persons under the age of eighteen (18) are not permitted to use the card room without supervision.
- Reservations 02. The first reservation period commences at the opening of the Recreational Facilities with playing periods every hour on the hour. The last reservation period commences one hour

before closing. The card room will close fifteen (15) minutes prior to the closing of the Recreation Centre to allow Residents to depart the Recreation Centre on time.

- Not a Playroom 03. The card room shall not be used as a playroom or babysitting facility for children. Loitering is not permitted in the card room.
- Use 04. The card room may only be used for playing cards, board games, small gatherings and meetings, and craft activities provided that the use is not a nuisance to other Residents and users clean up after each use.
- Damage 05. The Resident shall report all damage to the room, facilities or equipment to the Recreation Attendant before use and shall be responsible for the costs of any loss or damage arising during the period of the Resident's use thereof.
- Party 06. The card room may be booked for small parties during Recreation Centre hours. Alcohol is not permitted at these events and the party is confined to the card room and the kitchen area only. Guests may not use other facilities such as the gym or the pool area. A party room contract must be signed and a security deposit provided. Additional details covering the use of the card room for small parties is available at the Recreation Centre. The room is not available to Residents for personal business meetings, various community or organization meetings (i.e. cub scouts), or any profit making venture. The Joint Management Committee or any Authorized Representative will have final determination as to the type of party that is permitted. The Joint Management Committee or the Recreation Centre Manager may also restrict the number of times any individual Resident unit may host a party.

VII. TENNIS COURTS AND SHUFFLE BOARD

- Reservation 01. Use of the tennis courts and the shuffle board mat on the tennis courts may be reserved one day in advance with the Recreation Attendant. If the courts are not otherwise reserved, availability shall be governed on a first-come, first-serve basis. Playing time is limited to one (1) hour. After the first hour, players can continue thereafter until someone else wishes to play, whereupon the court must be relinquished within five (5) minutes.
- Reservation
Periods 02. The first reservation period commences at the opening of the Recreational Facilities with playing periods every hour, on the hour. The last reservation period commences at one (1) hour before closing. The courts will close fifteen (15) minutes prior to the closing of the Recreation Centre in order to allow Residents to depart the Recreation Centre by closing time.

The tennis court may be booked and played on between 9 a.m. and 10 p.m. If the Recreation Centre is not open during the period you wish to use the court, a key may be obtained from the Recreation Attendant prior to the Recreation Centre closing. If you are

playing in the morning, before the Recreation Centre is open, a key may be obtained from the Recreation Attendant the night before. Under no circumstances are the courts to be used prior to 9 a.m. or past 10 p.m.

In the event that you require the tennis court lights to be on during a period where the Recreation Centre is not open, the Recreation Attendant will arrange to leave the lights on up to 10 p.m.

- Attire 03. Proper court attire is required. Only shoes with non-marking soles are permitted on the court.
- Doubles Play 04. People are encouraged to join up for doubles play on the tennis courts during busy periods.
- Prohibitions 05. Roller-skating, skateboarding, bicycling, hockey, street games, and other similar activities are prohibited on the tennis courts.

VIII. PATIO & NORTH LAWN AREA

- Use 01. Residents and guests may enjoy the patio. The patio may not be accessed by the swimming pool doors.
- Laptops,
MP3s etc. 02. Laptops, portable radios, Compact Disc players, Digital Video Disc players, MP3 players, or similar devices are permitted on the patio but Residents must exercise discretion in the use of such equipment to ensure everyone's enjoyment. These devices should be used with earphones or at low volumes, subject to the consent of others using the area.
- Sunglasses 03. Residents are encouraged to wear sunglasses that protect against ultraviolet radiation (both UV-A radiation and UV-B radiation) to preclude eye damage from the sun's rays.

IX. ENFORCEMENT

- Authority to
Enforce 01. Each of the Corporations hereby authorizes the Joint Management Committee to enforce these Rules on their behalf against any Residents subject to the requirements of these Rules, the Act, and the rules, by-laws, and declaration of the Residents' Corporation. The Joint Management Committee shall have sole and absolute discretion in the manner of how these Rules are to be enforced and no individual Corporation shall enforce these Rules without the consent of the Joint Management Committee. The Joint Management Committee is hereby authorized to retain its own solicitors for any matter in connection with these Rules, including enforcement.

- Suspension 02. Any Authorized Representative who determines, in his or her sole discretion, that any person has breached any of these Rules may require such person to, forthwith, cease doing so, or may require such person to leave the Recreational Facilities, forthwith. Any person who breaches any of these Rules or the rules, by-laws, declaration of the person's Corporation while within Recreational Facilities, may, at the sole discretion of any Authorized Representative, the Recreation Attendant or by the Joint Management Committee, be suspended from the Recreation Centre for a period of up to six (6) months for any one (1) occurrence. Any Resident who fails to pay his/her portion of the common expenses may be excluded, so long as his/her default continues.
- Court Action 03. In the event a Resident fails, or refuses, to comply with any of the provisions set out in these Rules, within the time referred to in a compliance demand letter forwarded by the Joint Management Committee, or its solicitor, to such occupant, the Joint Management Committee, on behalf of the Corporations, shall be entitled to enforce compliance with any such provision by the person in breach of any such provision pursuant to s. 134 of the Act (Court Ordered Compliance), s. 132 of the Act (Mediation/Arbitration), s. 135 of the Act (Oppression Remedy) or pursuant to any other legal remedy available to the Corporations, subject to compliance with any mediation and arbitration provisions set out in a by-law of the Resident's Corporation.
- Indemnification 04. Residents, and Owners of the unit in which the Residents reside, shall jointly and severally indemnify, save harmless and release the Corporations, Joint Management Committee, any Authorized Representative, and other Residents of, and from, any loss, liability, penalty, fine, suit, action, cause of action, proceedings, injury, incident, illness, death, demand, damage, expenses, legal costs (on a full indemnity basis), or claim of any nature or kind arising from, or pertaining to, breach by the Resident or his/her guest(s), of any of these Rules, the declaration, by-laws, and rules of the Residents' Corporation, or any law, regulation, by-law, ordinance, or any other legal or regulatory obligation.
- Costs and Liens 05. Any losses, damages or costs, including legal costs on a full indemnity basis, incurred by the Corporations by reason of breach of any provision of these Rules by any Resident of a unit, shall be borne and/or paid for in full by the Resident and/or owner of the unit, thereof, jointly and severally and may be recovered by the Joint Management Committee from them on the Corporations' behalf. Any such loss, damages or costs shall be added to the owner's contributions toward the common expenses, may be collected in the same manner as common expenses, and, in the event of default, may be secured by a lien on the owner's unit in the same manner as any other common expense under Section 85 of the Act.

THE ORCHARD CLUB

FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2018

THE ORCHARD CLUB
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FOR THE YEAR ENDED DECEMBER 31, 2018

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INDEPENDENT AUDITOR'S REPORT

To the Owners of
The Orchard Club

Opinion

We have audited the accompanying financial statements of The Orchard Club which comprise the statement of financial position as at December 31, 2018, and the statements of revenue, expenses and operating fund, contingency fund, recreation fund, reserve fund for major repairs and replacements and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of The Orchard Club as at December 31, 2018 and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the organization in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Condominium Act of Ontario

The Orchard Club has not completed a reserve fund study and has not issued a notice of future funding of the reserve fund to the owners within the prescribed time from the date of the last study as required by the Condominium Act of Ontario.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the organization's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the organization or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the organization's financial reporting process.

INDEPENDENT AUDITOR'S REPORT (continued)

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatements of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the organization's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the organization's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the organization to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

March 8, 2019

Richmond Hill, Ontario

YalePGC, LLP

**Chartered Professional Accountants
Licensed Public Accountants**

THE ORCHARD CLUB
STATEMENT OF FINANCIAL POSITION
AS AT DECEMBER 31, 2018

	2018	2017
ASSETS		
OPERATING		
Cash	\$ 22,562	\$ 10,989
Accounts receivable - other	-	8,183
Prepaid expenses	<u>3,580</u>	<u>3,121</u>
	<u>26,142</u>	<u>22,293</u>
RESERVE		
Cash	122,462	43,413
Investments	278,355	277,228
Interest receivable	<u>3,318</u>	<u>483</u>
	<u>404,135</u>	<u>321,124</u>
	<u>\$ 430,277</u>	<u>\$ 343,417</u>

See accompanying notes.

THE ORCHARD CLUB
STATEMENT OF FINANCIAL POSITION
AS AT DECEMBER 31, 2018

	2018	2017
LIABILITIES		
OPERATING		
Accounts payable and accrued liabilities	\$ 11,522	\$ 13,594
Due to York Condominium Corporation No. 97	-	2
Due to York Condominium Corporation No. 166	-	138
Due to York Condominium Corporation No. 300	-	4
	<u>11,522</u>	<u>13,738</u>
FUND BALANCES		
CONTINGENCY FUND	16,652	16,816
RESERVE FUND FOR MAJOR REPAIRS AND REPLACEMENTS	<u>402,103</u>	<u>312,863</u>
	<u>418,755</u>	<u>329,679</u>
	\$ 430,277	\$ 343,417

APPROVED ON BEHALF OF THE COMMITTEE:

<u>Joan Burt</u>	Member	YCC # 166. 50th St. Bank
<u>Carl Spender</u>	Member	YCC # 97 Carl Spender
<u>Matt Levy</u>	Member	YCC # 300 Matt Levy

THE ORCHARD CLUB

STATEMENT OF REVENUE, EXPENSES AND OPERATING FUND

FOR THE YEAR ENDED DECEMBER 31, 2018

	2018 BUDGET	2018 ACTUAL	2017 ACTUAL
REVENUE			
Common element assessments	\$ 358,275	\$ 358,275	\$ 371,975
Less: Budgeted transfer to reserve fund for major repairs and replacements	<u>(97,875)</u>	<u>(97,875)</u>	<u>(95,025)</u>
	260,400	260,400	276,950
Other income (recreation programs)	<u>-</u>	<u>4,055</u>	<u>-</u>
	<u>260,400</u>	<u>264,455</u>	<u>276,950</u>
EXPENSES - see Schedule			
Service and maintenance contracts	148,700	151,816	136,444
Repairs and maintenance	19,700	15,404	21,008
Utilities	68,000	67,268	62,614
Recreational facilities	5,200	12,423	5,966
Administration	18,800	17,708	17,374
Special projects	<u>-</u>	<u>-</u>	<u>90,029</u>
	<u>260,400</u>	<u>264,619</u>	<u>333,435</u>
(DEFICIENCY) OF REVENUE OVER EXPENSES	<u>\$ -</u>	<u>(164)</u>	<u>(56,485)</u>
OPERATING FUND, BEGINNING OF YEAR		-	-
TRANSFER FROM CONTINGENCY FUND		<u>164</u>	<u>56,485</u>
OPERATING FUND, END OF YEAR		<u>\$ -</u>	<u>\$ -</u>

See accompanying notes.

THE ORCHARD CLUB
SCHEDULE OF EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2018

	2018 BUDGET	2018 ACTUAL	2017 ACTUAL
SERVICE AND MAINTENANCE CONTRACTS			
Air conditioning and heating	\$ 2,200	\$ 1,607	\$ 2,051
Cleaning	27,000	28,249	25,793
Elevator	1,600	1,800	1,500
Landscaping and snow removal	6,500	8,187	7,260
Management fees	110,000	110,782	98,767
Pest control	700	615	497
Waste removal	700	576	576
	<u>148,700</u>	<u>151,816</u>	<u>136,444</u>
REPAIRS AND MAINTENANCE			
Air conditioning and heating	2,000	2,789	1,644
Cleaning supplies	4,000	5,703	6,185
Electrical	3,500	-	1,469
Fire equipment	1,000	763	539
General building	8,000	6,149	10,285
Plumbing	1,200	-	886
	<u>19,700</u>	<u>15,404</u>	<u>21,008</u>
UTILITIES			
Gas	5,000	4,836	4,053
Hydro	58,000	58,467	53,805
Water	5,000	3,965	4,756
	<u>68,000</u>	<u>67,268</u>	<u>62,614</u>
RECREATIONAL FACILITIES			
Pool repairs	1,500	1,897	3,011
Recreation equipment	2,700	4,445	1,921
Recreation programs	-	4,934	-
Sauna repairs	1,000	1,147	1,034
	<u>\$ 5,200</u>	<u>\$ 12,423</u>	<u>\$ 5,966</u>

See accompanying notes.

THE ORCHARD CLUB
SCHEDULE OF EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2018

	2018 BUDGET	2018 ACTUAL	2017 ACTUAL
ADMINISTRATION			
Audit fees	\$ 2,900	\$ 3,164	\$ 2,825
General office and meetings	5,500	4,098	5,340
Insurance	7,000	7,319	6,644
Professional fees	1,000	848	-
Telephone	<u>2,400</u>	<u>2,279</u>	<u>2,565</u>
	<u>\$ 18,800</u>	<u>\$ 17,708</u>	<u>\$ 17,374</u>

See accompanying notes.

THE ORCHARD CLUB
STATEMENT OF CONTINGENCY FUND
FOR THE YEAR ENDED DECEMBER 31, 2018

	2018	2017
BALANCE, BEGINNING OF YEAR	\$ 16,816	\$ 76,618
TRANSFER TO OPERATING FUND	(164)	(56,485)
TRANSFER TO OWNER CORPORATIONS	-	(5,201)
TRANSFER FROM RECREATION FUND	<u>-</u>	<u>1,884</u>
BALANCE, END OF YEAR	<u><u>\$ 16,652</u></u>	<u><u>\$ 16,816</u></u>

STATEMENT OF RECREATION FUND
FOR THE YEAR ENDED DECEMBER 31, 2018

	2018	2017
BALANCE, BEGINNING OF YEAR	\$ -	\$ 2,099
TRANSFER TO CONTINGENCY FUND	-	(1,884)
REVENUES DERIVED FROM RECREATIONAL ACTIVITIES	-	2,113
EXPENSES INCURRED ON RECREATIONAL ACTIVITIES	<u>-</u>	<u>(2,328)</u>
BALANCE, END OF YEAR	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

See accompanying notes.

THE ORCHARD CLUB

STATEMENT OF RESERVE FUND FOR MAJOR REPAIRS AND REPLACEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2018

	2018	2017
BALANCE, BEGINNING OF YEAR	\$ 312,863	\$ 238,030
BUDGETED TRANSFER FROM OPERATING FUND	97,875	95,025
INTEREST EARNED	<u>3,963</u>	<u>1,173</u>
	<u>414,701</u>	<u>334,228</u>
CHARGES DURING THE YEAR		
Dry-O-Tron repairs	4,910	-
Replacement of gym rquipment	4,248	-
Basketball backboard replacement	1,396	-
Tennis court repairs	1,078	-
Pool repairs	966	-
Gym glass replacement	-	10,291
Fire system valve repairs	-	4,746
Consulting on reserve fund projects	-	3,729
Flooring refurbishment	<u>-</u>	<u>2,599</u>
	<u>12,598</u>	<u>21,365</u>
BALANCE, END OF YEAR	<u><u>\$ 402,103</u></u>	<u><u>\$ 312,863</u></u>

See accompanying notes.

THE ORCHARD CLUB

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED DECEMBER 31, 2018

	2018	2017
CASH FLOWS FROM OPERATING AND RESERVE ACTIVITIES		
(Deficiency) of revenue over expenses	\$ (164)	\$ (56,485)
Transfer from contingency fund	164	56,485
Net change in non-cash working capital		
Accounts receivable	5,348	(8,310)
Prepaid expenses	(459)	(137)
Accounts payable and accrued liabilities	(2,072)	2,831
Due to York Condominium Corporation No. 97	(2)	-
Due to York Condominium Corporation No. 166	(138)	10,138
Due to York Condominium Corporation No. 300	(4)	-
	<u>2,673</u>	<u>4,522</u>
Cash flows provided by operating and reserve activities		
CASH FLOWS FROM RESERVE AND OTHER FUND ACTIVITIES		
Budgeted transfer from operating fund	97,875	95,025
Charges to the fund	(12,598)	(21,365)
Interest earned on reserve funds	3,963	1,173
Recreation fund (net)	-	(2,099)
Contingency fund (net)	(164)	(59,802)
	<u>89,076</u>	<u>12,932</u>
Cash flows provided by reserve and other fund activities		
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of investments	(1,127)	(201,047)
	<u>(1,127)</u>	<u>(201,047)</u>
Cash flows (used in) investing activities		
NET INCREASE (DECREASE) IN CASH RESOURCES	90,622	(183,593)
CASH RESOURCES, BEGINNING OF YEAR	<u>54,402</u>	<u>237,995</u>
CASH RESOURCES, END OF YEAR	<u>\$ 145,024</u>	<u>\$ 54,402</u>
Represented by:		
Cash		
Operating fund	\$ 22,562	\$ 10,989
Reserve fund	122,462	43,413
	<u>\$ 145,024</u>	<u>\$ 54,402</u>

See accompanying notes.

NOTE 1 OPERATIONS

York Condominium Corporation No. 97, York Condominium Corporation No. 166 and York Condominium Corporation No. 300 have entered into a reciprocal agreement to form The Orchard Club. The agreement provides for the mutual use, maintenance and cost sharing of the recreation centre which includes the gymnasium, swimming pool, sauna areas, showers, change rooms, washrooms, tennis and shuffle board area, exercise room, card room, north lawn area and patio.

These costs are being shared in the following ratios:

York Condominium Corporation No. 97	25%
York Condominium Corporation No. 166	25%
York Condominium Corporation No. 300	<u>50%</u>
	<u>100%</u>

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES

These financial statements have been prepared in accordance with Canadian accounting standards for not-for-profit organizations. The significant policies are:

Common elements

The common elements of The Orchard Club are owned proportionately by the unit owners and, consequently, are not reflected as assets in these financial statements.

Contingency fund

The Orchard Club has established a contingency fund to fund future unbudgeted expenditures.

Reserve fund for major repairs and replacements

The Orchard Club, as required by the Condominium Act of Ontario, has established a reserve fund for financing major repairs and replacements of the common elements. Charges to the fund require approval by the Board of Directors. Only major repairs and replacements of the common elements are charged directly to this reserve.

Minor repairs and replacements are charged to repairs and maintenance in the general operations.

Revenue recognition

Contributions from the owner corporations are recognized as revenue monthly based on the Shared Facilities Agreement. Interest and other revenues are recognized as revenue of the related fund when earned.

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (continued)**Contributed services**

Directors, committee members and owners volunteer their time to assist in The Orchard Club activities. These services materially benefit The Orchard Club, however a reasonable estimate of the time spent and its fair market value cannot be made and accordingly, these contributed services are not recognized in the financial statements.

Use of estimates

The preparation of financial statements, in conformity with Canadian accounting standards for not-for-profit organizations, requires management and directors to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of asset increases and decreases during the reporting period. Actual results could differ from those estimates.

NOTE 3 FINANCIAL INSTRUMENTS

The Orchard Club's financial instruments primarily consist of cash, investments, receivables and accounts payable and accrued liabilities.

Interest rate risk

Interest rate risk is the risk of potential loss caused by fluctuations in fair value of future cash flow of financial instruments due to changes in market interest rates. The Orchard Club is exposed to this risk through its interest bearing investments. The Orchard Club manages this risk by investing in fixed-rate securities of short and medium term maturity and plans to hold the securities to maturity.

Credit risk

Credit risk is the potential for financial loss should a counter-party in a transaction fail to meet its obligations. The Orchard Club places its operating and reserve cash and investments with high quality institutions and believes its exposure is not significant.

Liquidity risk

Liquidity risk is the risk that The Orchard Club will not be able to meet its obligations as they become due. The Orchard Club manages this risk by establishing budgets and funding plans and by levying sufficient owners' assessments to fund its operating expenses, debt payments and necessary contributions to the reserve and other funds.

NOTE 4 BUDGET FIGURES

The 2018 budget figures as presented are for information purposes only and are not covered by the audit report of Yale PGC, LLP dated March 8, 2019.

NOTE 5 RESERVE FUND STUDY

The members of The Orchard Club have used a reserve fund study update from Norman Lee & Associates Ltd. dated November 24, 2015 and such other information available to them in evaluating the adequacy of annual contributions to the reserve fund for major repairs and replacements. The Orchard Club's plan for contribution to the reserve fund for 2018 was \$97,875 and the plan for expenditures from the reserve fund for 2018 was \$219,151. The study projected a reserve fund balance on December 31, 2018 of \$171,151.

The reserve is evaluated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of The Orchard Club. Such evaluation is based on numerous assumptions as to future events.

The Orchard Club has not completed a reserve fund study and has not issued a notice of future funding of the reserve fund to the owners within the prescribed time from the date of the last study as required by the Condominium Act of Ontario.

Orchard Club
2020

Operating Budget
Capital Budget
Reserve Fund Requirements

Submitted to: Joint Management Committee
Submitted by: Brian Ayers
Date: October 30, 2019

Approved by

:Y.C.C. #97 

: Y.C.C. #166 

: Y.C.C. #300 

The Orchard Club Budget - 2020

Revenue Summary	2018	2019	2019	2020
	Actual	Estimate	Budget	Proposed Budget
YCC #97	\$ 89,569	\$ 66,624	\$ 66,624	\$ 66,624
YCC #166	\$ 89,569	\$ 66,624	\$ 66,624	\$ 66,624
YCC #300	\$ 179,137	\$ 133,248	\$ 133,248	\$ 133,248
Program Revenues	\$ 4,055	\$ 5,000	\$ 3,504	\$ 5,000
YCC #97 - Lift Contribution		\$ -		
YCC #166 - Lift Contribution		\$ -		
YCC #300 - Lift Contribution		\$ -		
Sub Total	\$ 362,330	\$ 271,496	\$ 270,000	\$ 271,496
Balance Brought Forward				
Total Revenue	\$ 362,330	\$ 271,496	\$ 270,000	\$ 271,496
Expense Summary				
Utilities	\$ 67,267	\$ 68,955	\$ 70,000	\$ 64,500
Administrative Expenses	\$ 157,134	\$ 161,004	\$ 159,200	\$ 163,300
Recreational Facilities	\$ 7,488	\$ 4,300	\$ 5,500	\$ 5,500
General Maintenance	\$ 32,730	\$ 38,244	\$ 32,300	\$ 33,700
Program Expense			\$ 3,000	\$ 4,496
Capital Expenditure				
Sub-total expenditure	\$ 264,619	\$ 272,503	\$ 267,000	\$ 267,000
Reserve Fund appropriation *	\$ 97,875			
Total Expenditure	\$ 362,494	\$ 272,503	\$ 270,000	\$ 271,496
Operating Surplus before allocations				
Estimated Operating Deficit	\$ (164)	\$ (1,007)		
Operating Surplus carried forward				

Notes:

* Transferred to reserve fund appropriation per auditor

Any operating surplus or deficit at the end of the year will be added or deducted from the contingency fund .

Contributions

	2019 Act	Reserve Fund 2019	Budget 2020	2020 Reserve Fund **
Y.C.C. #97	\$ 5,552	\$ 25,203	\$ 5,552	\$ 25,959
Y.C.C. #166	\$ 5,552	\$ 25,203	\$ 5,552	\$ 25,959
Y.C.C. #300	\$ 11,104	\$ 50,406	\$ 11,104	\$ 51,918

** Reserve Fund payments are due: January 1, 2020 and the second payment is due July 1, 2020

Reserve fund payments are due:	January 1, 2020	July 1, 2020
Y.C.C. #97	\$12,979.50	\$12,979.50
Y.C.C. #166	\$12,979.50	\$12,979.50
Y.C.C. #300	\$25,959.00	\$25,959.00

Contingency Fund

2019 Opening Balance	\$16,651.71
2019 Estimated surplus/deficit	-\$1,007.00
2019 Projected Year End Balance	\$15,644.71

FINAL – 2020 BUDGET

ORCHARD 2020 BUDGET SUMMARY - FINAL
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CODE #	ACCOUNT	2018 Actuals	2019 YTD Sept	2019 Estimate	2019 BUDGET	2020 Budget
	UTILITIES					
301	Hydro	\$ 58,467	\$ 43,233	\$ 58,614	\$ 60,000	\$ 50,000
302	Water & Sewage	\$ 3,965	\$ 3,000	\$ 4,500	\$ 4,500	\$ 4,500
303	Gas	\$ 4,836	\$ 3,841	\$ 5,841	\$ 5,500	\$ 10,000
	Total	\$ 67,267	\$ 50,074	\$ 68,955	\$ 70,000	\$ 64,500
	ADMINISTRATIVE EXPENSES					
401	Management fees	\$ 110,782	\$ 83,498	\$ 111,330	\$ 112,000	\$ 113,500
402	Cleaner(s)	\$ 28,249	\$ 20,975	\$ 28,000	\$ 28,000	\$ 28,500
403	Sundry - Wages	\$ 1,241	\$ 2,302	\$ 2,700	\$ 1,000	\$ 2,000
501	Insurance	\$ 7,319	\$ 8,574	\$ 8,574	\$ 8,000	\$ 9,000
502	Audit	\$ 3,164	\$ -	\$ 3,200	\$ 3,000	\$ 3,250
503	Telephone	\$ 2,279	\$ 1,820	\$ 2,450	\$ 2,500	\$ 2,600
504	Office Supplies	\$ 1,562	\$ 1,689	\$ 2,100	\$ 2,000	\$ 1,800
505	Office Equipment	\$ 1,177	\$ -	\$ 500	\$ 500	\$ 500
506	Printing/Photocopying	\$ 150	\$ 686	\$ 750	\$ 700	\$ 600
508	Sundry - Administrative	\$ 1,058	\$ 523	\$ 900	\$ 1,200	\$ 1,000
509	Bank Fees	\$ 153	\$ 429	\$ 500	\$ 300	\$ 550
	Total	\$ 157,134	\$ 120,495	\$ 161,004	\$ 159,200	\$ 163,300
	RECREATIONAL FACILITIES					
702	Pool Repairs	\$ 1,897	\$ 1,222	\$ 1,800	\$ 2,000	\$ 2,000
703	Sauna Repairs	\$ 1,147	\$ -	\$ 500	\$ 1,000	\$ 1,000
704	Rec. Equipment Purchase	\$ 3,688	\$ 409	\$ 1,000	\$ 1,500	\$ 1,500
705	Rec. Equipment Maintenance	\$ 756	\$ 176	\$ 1,000	\$ 1,000	\$ 1,000
	Total	\$ 7,488	\$ 1,807	\$ 4,300	\$ 5,500	\$ 5,500
	GENERAL MAINTENANCE					
801	H.V.A.C Contract	\$ 1,607	\$ 1,714	\$ 2,285	\$ 2,300	\$ 2,500
811	H.V.A.C Repairs	\$ 2,789	\$ 1,356	\$ 2,000	\$ 2,500	\$ 2,500
812	Building Repairs & Supplies	\$ 3,758	\$ 5,419	\$ 6,419	\$ 3,000	\$ 4,000
813	Electrical Installations	\$ -	\$ 1,044	\$ 1,044	\$ 500	\$ 1,000
823	Electrical Repairs	\$ -	\$ 513	\$ 513	\$ 1,200	\$ 1,000
833	Electrical Supplies	\$ -	\$ 301	\$ 400	\$ 500	\$ 500
840	Garbage	\$ 576	\$ -	\$ 650	\$ 700	\$ 700
904	Plumbing Repairs	\$ -	\$ 261	\$ 761	\$ 900	\$ 1,000
905	Hardware	\$ 576	\$ 249	\$ 249	\$ 500	\$ 350
906	Fire Equipment & Service	\$ 763	\$ 503	\$ 503	\$ 1,000	\$ 750
907	Pest Control	\$ 615	\$ 380	\$ 506	\$ 700	\$ 700
908	Carpet & Tile Cleaning	\$ -	\$ -	\$ -	\$ 500	\$ -
909	Painting & Decoration	\$ 21	\$ -	\$ 250	\$ 1,000	\$ 1,000
910	Cleaning Supplies	\$ 5,703	\$ 4,134	\$ 5,500	\$ 5,000	\$ 5,000
911	Roof Repairs	\$ 553	\$ -	\$ -	\$ 800	\$ 500
912	Roads & Walkways	\$ -	\$ -	\$ -	\$ 500	\$ 500
913	Engineering & Professional Services	\$ 848	\$ 2,114	\$ 2,364	\$ 1,000	\$ 1,000
914	Ground Maintenance	\$ 8,187	\$ 6,399	\$ 8,800	\$ 8,000	\$ 9,000
916	Elevator Maintenance	\$ 1,800	\$ 1,600	\$ 1,700	\$ 1,700	\$ 1,700
920	Recreation Program Expense	\$ 4,934	\$ 4,168	\$ 4,300	\$ 3,000	\$ 4,496
917	Suspense					
	Total Maintenance Expenses	\$ 32,730	\$ 30,154	\$ 38,244	\$ 35,300	\$ 38,196
	Sub Total Operating Expenses	\$ 264,619	\$ 202,530	\$ 272,503	\$ 270,000	\$ 271,496
	Reserve Fund appropriation*	\$ 97,875				
	Total Expenses	\$ 362,494	\$ 202,530	\$ 272,503	\$ 270,000	\$ 271,496

* Reserve fund appropriation per auditor

FINAL – 2020 BUDGET

The Orchard Club 2020 Budget Notes

Utilities:

301: Hydro

2020 should see a reduction in Hydro due to new pool boiler system (gas powered) coming on-line.

2015	\$47,318
2016	\$52,432
2017	\$53,805
2018	\$58,467
2019 Est	\$58,614
2020 Budget	\$50,000

#302: Water, Sewage

Water charges are billed to the recreation centre by YCC #166.

2015	\$3,943
2016	\$4,131
2017	\$4,756
2018	\$3,964
2019 Est	\$4,500
2020 Budget	\$4,500

#303 Gas

The gas budget is quite unpredictable and weather conditions in the forthcoming year will play a substantial role in influencing overall gas costs. Expectation for 2020 is higher gas expenditures due to new pool boiler system.

2015	\$4,155
2016	\$3,577
2017	\$4,053
2018	\$4,836
2019 Est	\$5,841
2020 Budget	\$10,000

Administrative:

#402: Cleaner

Cleaner budget is based upon a three year contract the JMC signed with Celebrity Maintenance in 2017. New contract proposal is pending

#403: Sundry - Wages

Charges for additional staff for B.B.Q.'s, Christmas dinner, etc. are allocated to this account.

#501: Insurance

The 2020 budget is based on estimates using historical averages. 2020 budget has been increased marginally

#502: Audit

Estimated costs include audit of Main Account, Reserve Fund Account, and review of the Recreation Fund Account by auditors at Parker Garber & Chesney.

#503: Telephones

The fee for the land line is approximately \$70.00 per month. The internet and cable fee is approximately \$125.00 per month.

#504: Office Supplies

Based upon historical data.

#505: Office equipment

Based upon historical data

506: Printing \ Photocopying

The budget is based upon the continued direct distribution of newsletters to residents. It also includes recreation membership cards and Orchard Club Handbooks.

508: Sundry Administrative

The budget is based upon the continued use of a recording secretary at Joint Management Committee meetings. Miscellaneous expenses such as courier fees are also included in this category. The Yoga instructors (2) are given \$200 per year for providing complementary yoga instruction on a daily basis.

Recreational Facilities:**#702: Pool Repairs**

A new pool shell was installed in 2013 and new tiles were installed around the edging of the pool (Reserve Fund). In 2015 the pool was completely drained and acid washed. In 2017 repairs were made to our automatic chemical controller system, the pool was drained and acid washed, and the pool deck was cleaned and descaled. In 2019, maintenance work was required on the back-up heater and the main pump.

#703: Sauna

The mens and womens saunas were completely renovated in 2010 including the installation of new sauna heaters. In 2017 timers, elements, and a thermometer (Men's) were replaced. In 2018 elements were replaced, and in 2019 elements and timer control systems were replaced,

704: Recreation Equipment

No major pieces of equipment was purchased in 2019; minor purchases for basketballs, pickle balls etc... did occur

In 2018 new exercise equipment (recumbent bike, spin cycle) was added to the exercise room and 2 new basketball backboards/rims (1 retractable) were added to the gymnasium.

In 2017 the massage chair was replaced and pickelball equipment was purchased - net, rackets, balls, and stands.

#705: Recreation Equipment Maintenance

Estimated budget for repairs and servicing of recreation equipment. Semi-annual maintenance on high use equipment is performed to ensure longevity.

General Maintenance:**#801: H.V.A.C. Contract**

The 2020 budget is based on the current contract with Cain Commercial HVAC Services.

#811: H.V.A.C. Repairs

In 2016 there was a mini refurbishment of Dry O Tron (Reserve Fund) that included replacement of some key operating parts of at a cost of \$4,850.

Historical Data:

2015	\$1,496
2016	\$1,683
2017	\$1,600
2018	\$2,789
2019 est	\$2,000
2020 Budget	\$2,500

#812: Building Repairs

2019 building repairs included removal of offensive graffiti on the patio, repair of interlock sidewalk, filling paving stone gaps on north pathway, repair of various holes in walls and ceilings, repair of shower handles, upgrade of exit signs, repair loose/broken pool deck tiles, repair of open/locking system on basement bathroom door, marine varathane handrail on north walkway..

In 2018 drywall repairs and painting in the women's change room and kitchen was completed to repair damage caused by water leak from roof. A variety of other minor repairs were completed in order to maintain the club in good working order.

In 2017 new washroom dispensers and light fixtures were installed. There were also repairs made to the stucco on the walls outside.

Historical Data:

2015	\$6,754
2016	\$2,667
2017	\$7,627
2018	\$3,758
2019 est.	\$6,419
2020 Budget	\$4,000

#813: Electrical Installations

In 2019 new lighting was installed on the tennis court as well as in the pool area (both reserve fund items). In 2015 installation of new energy efficient lighting was installed upstairs, downstairs, and outside the club.

#823: Electrical Repairs

In 2015 a thermal scan was completed and repairs were done to the upstairs and downstairs breaker panels. In 2016 all electrical outlets, switches, etc were inspected and tightened. Also, in 2016 the lighting sensors outside and the tennis court lights (Reserve Fund) were replaced.

Historical Data:

2015	\$1,719
2016	\$1,515
2017	\$1,299
2018	\$0
2019 est.	\$513
2020 Budget	\$1,000

#833: Electrical Supplies

Cost of light bulbs, etc. is included in this category.

Historical Data:

2015	\$407
2016	\$832
2017	\$170
2018	\$0
2019 est.	\$400
2020 Budget	\$500

#840: Garbage

An agreement to pay Y.C.C. #166 garbage disposal costs has been approved by the J.M.C.

Historical Data

2015	\$576
2016	\$576
2017	\$576
2018	\$576
2019 est	\$650
2020 Budget	\$700

#904: Plumbing

In 2015 a new water filter was installed along the fresh water line for the pool. In 2017 silicone on shower floors and walls were replaced and new cartridges were installed.

In 2019, new sewage piping (Reserve Fund) was installed in the basement area.

Historical Data

2015	\$927
2016	\$137
2017	\$886
2018	\$0
2019 est.	\$761
2020 Budget	\$1,000

905: Hardware

This account covers rekeying costs, new door handles and door hardware. In 2015 all the door handles were replaced at a cost of \$2,100. In 2016 security cameras were updated at a cost of \$3,313.16. Also in 2016 the motor for the front automatic door was replaced at a cost of \$1,598.95 and the three main entrance door locks were replaced. In 2019, a new heavy duty pad lock was purchased for the tennis court gate.

906: Fire Equipment & Service

In 2017 repairs were made to the fire water line at a cost of \$4,746 (Reserve Fund). We also continue to complete an annual fire inspection.

#907: Pest Control

No Significant change expected.

908: Carpet & Tile Cleaning

In 2016 carpets were professionally cleaned.

909: Painting & Decorating

In 2016 laundry hampers/baskets and pictures for the downstairs washrooms were purchased.

#910: Cleaning Supplies

2013 Orchard Club started providing the cleaning supplies for contractor.

#911: Roof Repairs

Allowance provided for minor repairs and annual clean up.

#912: Roads & Walkways

Allowance provided for small repairs and maintenance.

913: Engineering & Professional Services

Allowance provided for engineering and lawyer fees.

#914: Ground Maintenance

In 2017 a new contract with Bonzai Landscaping Inc was approved. This contract will cover landscaping and snow removal. In October 2018 we were informed by Bonzai to be prepared for a significant increase in salting costs, due to a strike at one of the major salt suppliers.

#916: Elevator Maintenance & Repairs

This account covers 4 required elevator lift inspections annually.

Capital Account

In 2016 a Capital Budget of \$80,000 was provided for the installation of a vertical lift in the Recreation Center. (The 2016 Reserve Fund contribution by each corporation had been reduced by approx \$10,000 per building to help fund this project.) In 2017 an additional \$28,000 was provided for the installation of the lift. This was required since the location of the lift had to be moved to obtain a city permit and the cost of the engineering fees in retaining Norman Lees had increased. Total cost of lift through HOT Building Service was \$81,845.90. Norman Lee was paid \$12,769 in 2016 and \$8,183.36 in 2017

Contingency Fund:

The contingency fund has a current balance as of September 2019 of \$16,652. The estimated operating surplus/deficit for the year ending of 2019 is projected at **-\$1,007**, which would bring the contingency fund to approximately \$15,645

Reserve Fund:

In 2019 a new Reserve Fund study was commissioned.

Estimated Reserve Fund Balance:

Opening Balance 2019:	\$	404,135.22
Contributions 2019:	\$	<u>100,812.00</u>
Sub Total	\$	504,947.22
Less:		
Current Expenditures YTD:	\$	225,458.68
Projected Expenditures YTG:	\$	<u>58,225.00</u>
Est. Year End Balance 2019:	\$	221,263.54

List of Major Reserve Fund Expenditures 2019 TYD:

Reserve Fund Study	Completed	\$	1,396
Plumbing upgrade – (sewer)	Completed	\$	1,178
Tennis court engineering work	Completed	\$	4,181
Tennis court renovation		\$	109,776
Tennis court lighting upgrade	Completed	\$	8,752
Legal fees (contract reviews)	Completed	\$	2,752
Pool lighting upgrade	Completed	\$	3,303
Gas Pool Boiler heating system		\$	<u>87,716</u>
Total			\$225,459

List of Reserve Fund Future Expenditures Projected 2019

Cirrus contracting (Tennis court)	\$	9,491
Versatech Mechanical	\$	44,534
PNF Engineering (Boiler heating system)	\$	<u>4,200</u>
Total	\$	58,225

Reserve Fund Items 2020

Windows/doors (carried over from 2019)	\$ 12,000
Interior finishing upgrades	\$ 59,000
Furniture	\$ 8,000
HVAC (Rooftop systems)	\$ 60,000
Contingency	\$ 6,000

2020 Reserve Fund Contributions:

The reserve fund study calls for the corporations to contribute a total of \$103,836 to the reserve fund in 2020. In order to fund the reserve fund in 2020 each corporation will be required to make the following payments in January 1, 2020 and July 1, 2020.

Y.C.C. # 97	\$12,979.50
Y.C.C. #166	\$12,979.50
Y.C.C. #300	\$25,959.00

Recreation Centre Account:

The Recreation Fund Account was closed in 2018. All program and event payments now operate under or Main Account as per our Auditor.

YCC300
50/60 Inverlochy Blvd.
Thornhill, Ontario
L3T 4T6

York Condominium Corporation No. 300

Suite Renovation Guide

THORNHILL ORCHARDS
York Condominium Corporation No. 300

July 30,2019

Dear Unit Owner:

The Board of Directors and Management have designed this Suite Renovation Guide for owners to better understand their responsibilities and to protect our investments at YCC 300.

The specific requirements must be met in order for suite renovations to be approved by Management.

The document will prove very useful for contractors and others who are hired to do the suite renovations.

Owners **MUST** take responsibility for their suite renovations, and **MUST** follow all the YCC 300 Rules and Regulations while the renovations are taking place.

For your review, the following agreements are attached:

- ▶ Hard Flooring Renovation Agreement
- ▶ Kitchen/Bathroom/General Renovations Agreement
- ▶ Removal of Concrete Step Agreement
- ▶ Elevator Booking Agreement

Please note that these agreements must be carefully read, thoroughly understood and followed to the letter to meet the guidelines.

If you do not abide by the enclosed guidelines, you will receive a letter from Management, and if necessary legal action may take place.

Should you have any questions, please do not hesitate to contact the Management Office at (905) 881-3368.

50 & 60 Inverlochy Blvd, Thornhill, Ontario L3T 4T6
Phone: 905-881-3368 Fax: 905-881-3753 Email: ycc300@rogers.com

Overview

Purpose

This guide has been prepared to provide owners with guidance and information when considering renovations to their suites.

Adherence to Policy

All policies and procedures must be adhered to regardless of the renovation project and all required documentation must be submitted prior to commencement of work. If your renovation requires a building permit issued by the Town of Markham, no work may commence until such permit is received by the owner and a copy provided to Management.

Building Permit

Under the **Ontario Building Code Act** you **MUST** have a building permit to construct, demolish, renovate, alter, install or change the use of a building. Construction may not proceed until a building permit has been issued. Additional information is available at **www.markham.ca** or by calling (905) 477-5530. The homeowner is required to apply; contractors can apply on behalf of homeowner.

The following are some simple guidelines to help assist you in determining when you should be obtaining a permit for your renovations. This is not to be considered a complete list and you as an owner are responsible for verification as to whether a permit is required.

HVAC & PLUMBING

A permit is required whenever renovations will 'alter' the existing venting and/or plumbing in a suite.

Example, a kitchen is being remodeled and the sink is relocated to a corner sink but is still tied into the same main drain, because the configuration of the drain to the outlet pipe has changed, this would require a permit. If the sink remains in the same location with no change to how it is tied in, then no permit would be required.

ELECTRICAL

A building permit is not required when changing/altering electrical, however, the licensed electrician should be applying (owners should never

apply for these) for an ESA PERMIT (Electrical Safety Authority) who will inspect the work at completion.

DEMOLITION & ADDITION

As we have no load bearing walls within our suites, no permit is required to remove/add any walls; however, if the wall contains any plumbing, HVAC, telephone wiring or electrical that will be altered by the work, then a permit is required. The same goes for adding new walls if the plan calls for any electrical, HVAC or plumbing to be run through the wall.

A permit is not required for these types of renovations:

- Flooring
- Painting
- Installation of kitchen and/or bathroom cabinets (however, if the new cabinets required any change to electrical, plumbing or venting a permit is required)
- General cosmetic work i.e. crown molding

Damage Security Deposit

A refundable deposit against damage must be submitted by cheque payable to **YCC 300** for a Minor Renovation which includes and is limited to one of the following; a bathroom, a kitchen, flooring, single room alteration with change to partitions in the amount of **\$500** and a Major Renovation which includes any two minor renovations performed either concurrently or contiguously in the amount of **\$1,000**.

General Rules

1. All work involving common elements must be approved by the Board of Directors and Management prior to commencement. Detailed specifications and drawings, if required, must be submitted together with application for approval.
2. Load bearing supports may not be structurally altered.
3. Contractors are not allowed to alter base building connections. Alterations must be submitted to the Management Office and they must accompany an engineer design and review prior to commencement.
4. All contractors are required to park in Visitors parking area or on the street. Contractors should not leave vehicles unattended behind either of the buildings unless arrangements have been made with Management.

5. All contractors are required to report to the Management office each time that they are on site.
6. Noisy activities involving hammering, drilling, sanding etc. must be confined to weekdays (Monday to Friday) between 9:00 am and 5:00 pm only.
7. All electrical and plumbing work must be carried out by properly licensed trades that carry adequate liability insurance and WSIB coverage.
 - a. "Plumbing work" is defined as work that involves soldering water pipes or drains and must be undertaken by a licensed person.
8. All work must be carried out by properly licensed trades that carry adequate liability insurance and WSIB coverage.
9. Heating/air conditioning grills and duct vents must be sealed (plastic cover) to prevent dust pollution to heating/cooling coils and ducts.
10. Access must be given to the Corporation's authorized representatives when deemed necessary and a full suite inspection will take place after each renovation has occurred. All aspects of the suite will be inspected but particular attention will be paid to compliance with the Ontario Building, Plumbing and Electrical Codes.
11. All materials and tools must be brought into the building via the service elevator from the rear of the building. Under no circumstances may materials be transported through the front or rear lobbies. For this reason, it is advisable that you check dates with the Management Office to ensure that there are no major moves booked for the day(s) that you anticipate the contractors will unload/transport materials. This applies to the removal of debris from the suite.
12. No debris or materials is to be stored in the corridors at any time. If it is, staff may remove it and charge back time spent to the unit owner against the deposit.
13. All construction materials/debris (furniture, vanities, cupboards, appliances, drywall, wood etc) must be removed from the site by the contractor to municipal dumping facilities designated to receive construction materials. Contractors by pre-arrangement, may have their own refuse bin placed on the property in a spot approved by the Management Office but such a bin may not be on the property for a period exceeding three (3) business days.
14. Sawing/Cutting of any type of material is not allowed on the balcony. Sawing/Cutting is allowed within the owner's suite or with Management approval, at the rear of the building. Sawdust must not be disposed of

- down the garbage chute due to fire and explosion hazards. **Any cutting completed on the balcony that might damage the waterproof membrane is strictly forbidden. Any damages to the waterproof membrane of the balcony as a result of cutting/sawing will be repaired by the Corporation's contractor and the cost will be charged back to the suite owner.**
15. A floor plan indicating the floor areas being changed from carpet to hard flooring or approved hard flooring to new hard flooring must be submitted along with the **HARD FLOOR RENOVATION** agreement. A sample is provided in this guide.
 16. Wood and wood laminate floating floors may be installed provided that there is a sound-absorbing underlay with a **minimum Impact Insulation Class (IIC) Rating of 70** under the hardwood or laminate. Manufacturer's test results on sound transmission for the proposed underlay must be submitted with this form. Styrofoam types of sound-deadening underlay are not permitted as the acoustical properties decline over time. **The specification for the underlay and a small sample of the underlay must be submitted with the HARD FLOOR RENOVATION agreement.**
 - a. A gap of $\frac{1}{4}$ inch must be left around the perimeter of each room and sealant applied between the floor and wall to provide an air barrier and assist in the control of noise transmission.
 17. Ceramic or stone flooring will only be permitted in limited areas of the suite, such as the vestibule, kitchen or bathrooms, provided that it is covered by area carpeting or runners in traffic areas and that felt protectors are installed and maintained on the feet of any moveable furniture to prevent transmission of furniture-dragging noises. We encourage the use of sound-deadening mastics in the installation of ceramic and stone flooring.
 18. Any signs of mould when the old flooring material is removed must be reported to the Management Office.
 19. Renovations other than for flooring must be submitted to Management via use of the **KITCHEN / BATHROOM / GENERAL RENOVATION** agreement. A sample is provided in this guide.
 20. Where renovations are for kitchen cabinetry, access must be maintained to the dryer in-wall lint trap and the exhaust fan motor.
 21. Owners, Renovators and other Trades may undertake small replacement jobs which involve CSA approved screw-on fittings (kitchen/bathroom faucets and drain pipes) provided the work takes place on the Owner's side of the Unit boundary and not on the riser side (behind masonry wall) of the shut-off valve. A test of the shut-off valve should be undertaken first

to ensure and confirm proper function. SHUT OFF VALVES MAY ONLY BE CHANGED BY A CORPORATION-APPROVED, LICENSED PLUMBER, and, since they involve shutting down a riser while the work is being performed, the Corporation may require a 48 – 92 hour notice period to advise owners whose units may be affected.

22. No shower and/or bath tub may be installed in an en-suite bathroom that originally was constructed with said fixture and in addition no fixture may be added to either one of the bathrooms. Fixtures are in the context of a bidet, hip-bath, footbath, additional hand basin or similar device.
23. The use of gypsum board finishes with cellulose backing and “Green Board” gypsum finishes in washrooms are prohibited. Acceptable materials are as follows: Georgia Pacific Densglass or DensArmor or Cement Board.
24. Washroom lights must be hard-wired with the exhaust fan at the time of renovations such that the fan is activated when the light turns on.
25. The use of standard gypsum board finishes is discouraged. Where possible, the use of Georgia Pacific Densglass or DensArmor is recommended.
26. Any signs of mould must be reported to the Management Office.
27. Inspection check list will be filled out by Management and it will be signed by applicant.

Personal Courtesies

All owners/contractors need to understand that renovations are a disruption to other owners and should at all times be cognizant of this. Contractors should be informed by owners that they should at all time conduct themselves in a professional and courteous manner when on site.

Agreements

Hard Flooring Renovation Agreement.....	Pages 8-9
Kitchen/Bathroom/General Renovations Agreement.....	Pages 10-11
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**THORNHILL ORCHARDS
YORK CONDOMINIUM CORPORATION NO. 300**

HARD FLOORING RENOVATION

APPLICATION BEING MADE BY: SUITE _____ **BUILDING** 50 60

AREA TO BE CHANGED TO HARD FLOORING: _____

NAME OF CONTRACTOR: _____

CONTRACTOR'S INSURANCE: _____
Company Name, Policy No., Expiry Date, Amount

CONTRACTOR'S WSIB: _____

Please attach a copy of the suite floor plan indicating the areas to be converted to hard flooring. Floor Plans are available at the Management Office.

1. A refundable deposit against damage must be submitted by cheque payable to **YCC 300** for a Minor Renovation which includes one of a bathroom, a kitchen, flooring, single room alteration with change to partitions in the amount of **\$500** and a Major Renovation which includes any two minor renovations performed either concurrently or contiguously in the amount of **\$1,000**.
2. All work involving common elements must be approved by the Board of Directors and Management prior to commencement. Detailed specifications and drawings, if required, must be submitted together with application for approval.
3. A floor plan indicating the floor areas being changed from carpet to hard flooring or approved hard flooring to new hard flooring must be submitted with this form.
4. All work must be carried out by properly licensed trades that carry adequate liability insurance and WSIB coverage.
5. Heating/air conditioning grills and duct vents must be sealed (plastic cover) to prevent dust pollution to heating/cooling coils and ducts.
6. Access must be given to the Corporation's authorized representatives when deemed necessary and a full suite inspection will take place after the hard flooring renovation has occurred.
7. All materials and tools must be brought into the building via the service elevator from the rear of the building. Under no circumstances may materials be transported through the front or rear lobbies. For this reason, it is advisable that you check dates with the Management Office to ensure that there are no major moves booked for the day(s) that you anticipate the contractors will unload/transport materials. This applies to the removal of debris from the suite.
8. No debris or materials is to be stored in the corridors at any time. If it is, staff may remove it and charge back time spent to the unit owner against the deposit.

9. All construction materials/debris (furniture, vanities, cupboards, appliances, drywall, wood etc) must be removed from the site by the contractor to municipal dumping facilities designated to receive construction materials. Contractors by pre-arrangement, have their own refuse bin placed on the property in a spot approved by the Management Office but such a bin may not be on the property for a period exceeding three (3) business days.
10. Noisy activities involving hammering, drilling etc. must be confined to weekdays (Monday to Friday) between 9:00 am and 5:00 pm only.
11. Sawdust must not be disposed of down the garbage chute due to fire and explosion hazards.
12. Any signs of mould when the old flooring material is removed must be reported to the Management Office.

WOOD AND WOOD LAMINATE FLOORING

13. Wood and wood laminate floating floors may be installed provided that there is a sound-absorbing underlay with a **minimum Impact Insulation Class (IIC) Rating of 70** under the hardwood or laminate. Manufacturer’s test results on sound transmission for the proposed underlay must be submitted with this form. Styrofoam types of sound-deadening underlay are not permitted as the acoustical properties decline over time. **The specification for the underlay and a small sample of the underlay must be submitted with this agreement.**
14. A gap of ¼ inch must be left around the perimeter of each room and sealant applied between the floor and wall to provide an air barrier and assist in the control of noise transmission.

CERAMIC AND STONE FLOORING

15. Ceramic or stone flooring will only be permitted in limited areas of the suite, such as the vestibule, kitchen or bathrooms, provided that it is covered by area carpeting or runners in traffic areas and that felt protectors are installed and maintained on the feet of any moveable furniture to prevent transmission of furniture-dragging noises. We encourage the use of sound-deadening mastics in the installation of ceramic and stone flooring.

BY ORDER OF THE BOARD OF DIRECTORS
 YORK CONDOMINIUM CORP. No. 300
 CONDITIONS.

I/WE ACCEPT THE ABOVE

 Property Manager

 Owner’s Signature

Date: _____

Suite _____ [] 50 Inverlochy
 [] 60 Inverlochy

Telephone: _____

**THORNHILL ORCHARDS
YORK CONDOMINIUM CORPORATION NO. 300**

KITCHEN/BATHROOM/GENERAL RENOVATIONS

APPLICATION BEING MADE BY: SUITE _____ BUILDING 50 60

AREA TO BE RENOVATED: _____

RENOVATIONS TO BE DONE (*Use separate page if necessary*) _____

NAME OF CONTRACTOR: _____

CONTRACTOR'S INSURANCE: _____
Company Name, Policy No., Expiry Date, Amount

CONTRACTOR'S WSIB: _____

1. A refundable deposit against damage must be submitted by cheque payable to **YCC 300** for a Minor Renovation which includes one of a bathroom, a kitchen, flooring, a single room alteration with change to partitions in the amount of **\$500** and a Major Renovation which includes any two minor renovations performed either concurrently or contiguously in the amount of **\$1,000**.
2. All work involving common elements must be approved by the Board of Directors and Management prior to commencement. Detailed specifications and drawings, if required, must be submitted together with application for approval.
3. Load bearing walls may not be structurally altered.
4. All electrical and plumbing work must be carried out by properly licensed trades that carry adequate liability insurance and WSIB coverage.
5. Where renovations are for kitchen cabinetry, access must be maintained to the dryer in-wall lint trap and the exhaust fan motor.
6. No shower stall may be installed in the en-suite bathroom and no fixture may be added to either one of the bathrooms. Fixtures are in the context of a bidet, hip-bath, footbath, additional hand basin or similar device.
7. "Plumbing work" is defined as work that involves soldering water pipes or drains and must be undertaken by a licensed person.
8. Owners, Renovators and other Trades may undertake small replacement jobs which involve CSA approved screw-on fittings (kitchen/bathroom faucets and drain pipes) provided the work takes place on the Owner's side of the Unit boundary and not on the riser side (behind masonry wall) of the shut-off valve. A test of the shut-off valve should be undertaken first to ensure and confirm proper function. **SHUT OFF VALVES MAY ONLY BE CHANGED BY A CORPORATION-APPROVED, LICENSED PLUMBER**, and, since they involve shutting down a riser while the work is being performed, the Corporation may require a 48 – 92 hour notice period to advise owners whose units may be affected.
9. For general renovation (plastering, dry walling etc), all heating/air conditioning grilles and duct vents must be sealed (plastic cover) to prevent dust pollution to heating/cooling coils and ducts.

10. Access must be given to the Corporation's authorized representatives when deemed necessary and a full suite inspection will take place after each renovation has occurred. All aspects of the suite will be inspected but particular attention will be paid to compliance with the Ontario Building, Plumbing and Electrical Codes.
11. All materials and tools must be brought into the building via the service elevator from the rear of the building. Under no circumstances may materials be transported through the front or rear lobbies. For this reason, it is advisable that you check dates with the Management Office to ensure that there are no major moves booked for the day(s) that you anticipate the contractors will unload/transport materials. This applies to the removal of debris from the suite.
12. No debris or materials is to be stored in the corridors at any time. If it is, staff may remove it and charge back time spent to the unit owner against the deposit.
13. All construction materials/debris (furniture, vanities, cupboards, appliances, drywall, wood etc) must be removed from the site by the contractor to municipal dumping facilities designated to receive construction materials. Contractors by pre-arrangement, have their own refuse bin placed on the property in a spot approved by the Management Office but such a bin may not be on the property for a period exceeding three (3) business days.
14. Noisy activities involving hammering, drilling etc. must be confined to weekdays (Monday to Friday) between 9:00 am and 5:00 pm only.
15. The use of gypsum board finishes with cellulose backing and "Green Board" gypsum finishes in washrooms are prohibited. Acceptable materials are as follows: Georgia Pacific Densglass or DensArmor or Cement Board.
16. The use of standard gypsum board finishes is discouraged. Where possible, the use of Georgia Pacific Densglass or DensArmor is recommended.
17. Washroom lights must be hard-wired with the exhaust fan at the time of renovations such that the fan is activated when the light turns on.
18. Contractors are not allowed to alter base building connections. Alterations must be submitted to the Management Office and they must accompany an engineer design and review prior to commencement.
19. Contractors are to use Low VOC paint at all times.
20. Any signs of mould must be reported to the Management Office.

**BY ORDER OF THE BOARD OF DIRECTORS
YORK CONDOMINIUM
CORPORATION NO. 300
CONDITIONS.**

I/WE ACCEPT THE ABOVE

Board of Director

Owner's Signature

Date _____

Suite _____ [] 50 Inverloch
[] 60 Inverloch

Property Manager

Telephone: _____

Date _____

**THORNHILL ORCHARDS
YORK CONDOMINIUM CORPORATION NO. 300**

REMOVAL OF CONCRETE STEP AT BALCONY OR PATIO DOORS

APPLICATION BEING MADE BY: SUITE _____ BUILDING 50 60

TO BE SCHEDULED DURING THE DOOR REPLACEMENT BY THE CORPORATION

Please be advised that the Corporation will have the step removed at the time of the installation and a larger door will be installed.

The cost of this step removal and increase in the size of door is \$ _____

Please be advised that the Corporation does not cover any interior repairs to the suite following this door replacement. Any repairs required to interior finishes are the responsibility of the unit owner to arrange and pay.

I understand and acknowledge the above conditions of the step removal and attach my cheque, payable to YCC 300 in the amount indicated above.

Signature

Date

STEP TO BE REMOVED BY OWNER UTILIZING THE EXISTING PATIO DOOR.

If the step is being removed on an existing door without the door being replaced by the Corporation, the specifications below must be followed:

NAME OF CONTRACTOR: _____

CONTRACTOR'S INSURANCE: _____
Company Name, Policy No., Expiry Date, Amount

CONTRACTOR'S WSIB: _____

Owners are permitted to remove the concrete balcony step on replacement doors only (brown frame exterior & white frame interior or white frame interior and exterior). Should an owner wish to remove the step of an original door (aluminum frames), the door must be evaluated by the Corporation to determine replacement schedule.

1. All work involving common elements must be approved by the Board of Directors and Management prior to commencement. Detailed specifications and drawings, if required, must be submitted together with application for approval.
2. Load bearing walls may not be structurally altered.
3. All work must be carried out by properly licensed trades that carry adequate liability insurance and WSIB coverage.

4. Where the work requires the removal of an electrical baseboard heater, the work shall be done by a qualified professional electrician.
5. Access must be given to the Corporation's authorized representatives when deemed necessary during work in progress.
6. All materials and tools must be brought into the building via the service elevator from the rear of the building. Under no circumstances may materials be transported through the front or rear lobbies. For this reason, it is advisable that you check dates with the Management Office to ensure that there are no major moves booked for the day(s) that you anticipate the contractors will unload/transport materials. This applies to the removal of debris from the suite. Please note that all construction materials must be removed from the site by the contractor to municipal dumping facilities designated to receive construction materials.
7. Noisy activities involving hammering, drilling etc. must be confined to weekdays (Monday to Friday) between 9:00 am and 5:00 pm only.
8. Concrete step to be removed from the balcony side, utilizing water to control dust. Water must be contained to the balcony and not allowed to run over the edge of the balcony. Plastic sheeting protection is advised for control of dust within suite.
9. Door header to be replaced with a wooden box enclosure, filled with insulation and having a vapour barrier on the suite side of the insulation. Box to be sealed properly to the adjacent surfaces and exterior painted to match surrounding masonry.
10. Slot in slab from removal of step to be filled with Styrofoam-type insulation.
11. Door must be properly shimmed using outdoor grade plywood or high density polyethylene (preferred) to ensure that it is level and plumb.
12. A minimum gap of ½ inch at the sides and top of the door and a ¼ inch gap at the sill of the door must be maintained after the door is level and plumb. Where gap exceeds ¾", a suitable L-brake must be installed to cover gap.
13. Cavities around the door to be filled with expanding foam insulation and, after stabilization of the insulation, a sealant is to be placed over the insulation to form a good bond between the structure and frame of the door.

BY ORDER OF THE BOARD OF DIRECTORS
 YORK CONDOMINIUM CORPORATION NO. 300 I/WE ACCEPT THE ABOVE
 CONDITIONS.

 Board of Director

 Owner's Signature

Date _____

Suite _____ [] 50 Inverloch
 [] 60 Inverloch

 Property Manager

Telephone: _____

Date _____

Elevator Reservation Agreement York Condominium Corporation No. 300

Reservation requested by _____
(Print first and last name)

Suite # : _____ Home # : _____ Cell # : _____

The reservation request is for 50 60 Inverlochy Blvd. for the use of the service elevator for the purpose of:

- | | | | |
|----------------------|--------------------------|---------------------|---|
| Full move-out | <input type="checkbox"/> | Cash deposit | Moving may take place during the following times: |
| Full move-in | <input type="checkbox"/> | | Monday to Friday: 9:00am to 5:00pm |
| Partial move | <input type="checkbox"/> | | Saturday, Sunday & Holidays: Not permitted |
| Delivery | <input type="checkbox"/> | | |

(name of delivery/moving company)

The date and time of the reservation shall be:

Date: _____ From _____ to _____ (Maximum 4 hours)

I understand and agree to the following conditions:

1. I shall deposit with the Corporation upon signing this agreement, a refundable security deposit in the amount of **\$500.00 payable to YCC 300**. This deposit will be returned upon completion of the post elevator inspection and not having caused any damage to the common elements of the Corporation.
2. I shall notify the Superintendent and request an inspection of the elevator immediately prior to using the elevator. Upon completion of the move or delivery, I shall forthwith request a re-inspection of the elevator and affected common elements. See attached schedule 1.
3. I shall be liable for the full cost of all repairs to any damage, which may occur as a result of the use of the elevator by my agents or me. I shall accept the cost of repairs as assessed by the manager and acknowledge that all or part of the security deposit shall be withheld and applied towards the cost of repairs.
4. I shall only use the elevator during the term of the reservation.
5. I shall take reasonable precautions to prevent unauthorized entry into the building during the term of the reservation.
6. I shall not obstruct corridors and elevator lobbies prior to, during or after the term of the reservation.
7. All empty boxes & moving cartons are not to be stored for any duration on my balcony or common areas, nor are they to be tossed down the garbage chute. I will bring them directly down to the recycling area for proper disposal.

8. I agree that special care will be taken and the PROTECTIVE PADS must be in place prior, during, and after and/or until completion of the final inspection.
9. The Corporation will not be held liable for any costs pertaining to the delay, if any, in our receiving the elevator as booked above.

I HEREBY ACKNOWLEDGE that I have read this agreement and I agree to abide by the rules of the Corporation in force from time to time.

DATED at Thornhill this _____ day of _____ 20____. _____

Applicants Signature

SCHEDULE 1

Elevator Reservation Agreement

Area Inspected	BEFORE	AFTER
Moving Room & Doors – All items removed, trash disposed of, damages to walls/doors etc.		
Elevator Doors/Frames – Scratches, dents		
Elevator Cab/Pads – Scratches, dents, mirrors, missing pads?		
Corridor Floor/Walls – Carpet stains, wall damage on suite level		
Light Fixtures – Damaged covers, broken fixtures on suite level		
Suite Door – Scratches, dents etc.		

BEFORE Inspection checked by:

Resident

Management/Superintendent

AFTER Inspection checked by:

Resident

Management/Superintendent

NOTES:

I hereby acknowledge receiving my security deposit of \$500.00.

Signature: _____

INSPECTION CHECKLIST

Date of inspection_____

Property Manager_____

Areas inspectedⁱ

	YES	NO
1. Floors – a. sample of underpadding received	✓	✓
b. mandated gap of ¼ around perimeter of rooms	✓	✓
c. ceramic floors to be used only in designated areas	✓	✓
2. Kitchen – a. dryer in-wall lint trap and the exhaust fan motor	✓	✓
b. fire rated drain pipes		
3. Bathrooms – a. usage of cement board/den shield for all shower walls	✓	✓
b. exhaust fan hardwired together with light fixture	✓	✓
c. No shower stall and no fixtures added	✓	✓
4. General - a. removal of load bearing walls	✓	✓
b. heating/air conditioning grilles and duct vents sealed ⁱⁱ	✓	✓
c. balcony waterproof membrane	✓	✓

Property Manager/Superintendent

Applicant

ⁱ Please circle one that applies

ⁱⁱTo be inspected prior to beginning of renovation

Civil 2018-01608445-0000

Court File No.:

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ROBERT ANDREW MORGAN

Plaintiff

and

**YORK CONDOMINIUM CORPORATION NO. 300
and BONZAI LANDSCAPING INC.**

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff's lawyer, or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service, in this court office, **WITHIN TWENTY DAYS** after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another Province or Territory of Canada, or the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada or the United States of America, the period for serving and filing your statement of defence is sixty days.

Instead of serving and filing a statement of defence, you may file a notice of intent to defend in form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days in which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGEMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$1,000 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$400 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

N. Mohammed-Rahama

Date: 7 Nov 2018

Issued by: _____
Local Registrar

393 University Ave., 10th Floor
Toronto, Ontario
M5G 1E6

TO: YORK CONDOMINIUM CORPORATION NO. 300
c/o Brookfield Residential Services
3190 Steeles Avenue East, Suite 200
Markham, ON, L3R 1G9

AND BONZAI LANDSCAPING INC.
TO: 3059 Aurora Road. R.R. # 3
Newmarket, ON L3W 4W1

THIS ACTION IS BROUGHT AGAINST YOU UNDER THE SIMPLIFIED PROCEDURE PROVIDED IN RULE 76 OF THE RULES OF CIVIL PROCEDURE.

CLAIM

1. The Plaintiff, Robert Andrew Morgan, claims against the Defendants for the following:
 - (a) Damages in the amount of \$100,000.00;
 - (b) pre-judgment and post-judgment interest in accordance with the provisions of the *Courts of Justice Act*, R.S.O. 1990 c. C-43, as amended;
 - (c) his cost of this action on a substantial indemnity basis, together with Harmonized Sales Tax where applicable; and
 - (d) such further and other relief as this Honourable Court deems just.

THE PARTIES

2. The Plaintiff, Robert Morgan, resides in the City of Toronto, Province of Ontario and at all material times is a resident at 50 Inverlochy Boulevard and was a pedestrian.
3. The Defendant, York Condominium Corporation No. 300 is a body corporate incorporated pursuant to the laws of the Province of Ontario and at all material times was the owner and occupier of the property located at 50 Inverlochy Boulevard, in the City of Toronto, Province of Ontario (the "property"), and at all material times, the said Defendant, through its agents, servants or employees, had the control, care, management, operation and was an occupier of the property where the Plaintiff, Robert Andrew Morgan, was injured, as described below.
4. The Defendant, Bonzai Landscaping Inc., is a body corporate incorporated pursuant to the laws of the Province of Ontario and carries on the business *inter alia* of providing property management services and snow and ice management services,

and at all material times was contracted by York Condominium Corporation No. 300 to provide such services with respect to the property.

DETAILS OF THE ACCIDENT

5. On or about February 15, 2017, the Plaintiff was walking to the recycling area located in the common area at the back of the property in a careful and prudent manner, when suddenly and without warning, he slipped and fell on ice on the ground and violently fell, sustaining severe and disabling injury as hereinafter described.

ALLEGATIONS OF NEGLIGENCE

6. The Plaintiff's fall and resultant injuries were caused by the negligence of the Defendants in that they owed a duty to the aforesaid Plaintiff to take sufficient care to ensure that he was safe while on the premises and breached that duty causing him injuries and resulting damages. More specifically, the Defendants were negligent in that:
 - (a) they failed to take reasonable care to ensure that its tenants, and more specifically the Plaintiff, would be safe in using the property for the purposes for which they were intended;
 - (b) they caused or permitted the premises to be icy or slippery and a danger to persons lawfully using the area;
 - (c) they failed to remove snow and ice from the area within a reasonable period of time after it had accumulated;
 - (d) they caused and/or permitted to exist a hidden or unusual danger;
 - (e) they failed to warn, adequately or at all, of the presence of the said danger;

- (f) they failed to take any, or reasonable steps to protect the general public and its tenants, more specifically, the said Plaintiff, when they knew or ought to have known that they might face a situation of danger;
- (g) they failed to take reasonable precautions for the safety of those persons using the premises;
- (h) they failed to ensure that the subject property was kept clear of ice and snow;
- (i) they failed to put salt on the ground surrounding the outdoor common area including the recycling area located at the back of the property;
- (j) they failed to give the Plaintiff any adequate or effective warning of the presence of accumulation of black ice;
- (k) They failed to take any measures to correct the unsafe condition of the subject property within a reasonable period of time;
- (l) they failed to regularly and adequately inspect the property to ensure that it was kept in a safe condition for pedestrian traffic;
- (m) they failed to instruct or, in the alternative, to adequately instruct their servants, agents and/or employees on the methods by which to ensure that the property were kept in a proper and safe condition;
- (n) they employed incompetent servants, agents and/or employees; and
- (o) any or all of the foregoing.

INJURIES AND SYMPTOMS

7. As a direct result of the said incident, the Plaintiff sustained left distal fibula fracture .

8. As a further result of the incident, the Plaintiff's injury has been accompanied by, but not limited to, severe pain, limitation of movement, tenderness, muscle spasms and stiffness, sleep disturbance, insomnia, dizziness, headaches, weakness, anxiety, for which he has required medical treatment comprised of physical therapies.

TREATMENT AND CARE

9. As a further result of the Defendants' negligence, the Plaintiff, has undergone and will continue to undergo in the future: therapy, rehabilitation, and other forms of medical treatment and health care.

LOSS OF HOUSEHOLD AND HOME MAINTENANCE CAPACITY

10. As a further result of the injuries sustained, the Plaintiff, has been and continues to be unable to perform routine household chores and activities. His enjoyment of life and personal interaction with others has been considerably lessened. Moreover, the Plaintiff, has incurred and continues to incur expenses for medical and other treatments and therapies, medications and other consequential special damages.

LOSS OF INCOME

11. The Plaintiff has sustained a loss of income and will continue to sustain loss of competitive advantage in the employment field, loss of income earning potential and a diminution of income earning capacity. His ability to work in the future has been impaired.

OTHER PECUNIARY DAMAGES

12. Full particulars of the Plaintiff's special damages are not available at the time of filing this Statement of Claim but will be provided prior to trial.

13. The Plaintiff pleads and relies upon the provisions of the *Occupiers' Liability Act*, R.S.O. 1990, chapter O.2, the *Negligence Act*, R.S.O. 1990, chapter N.1, the *Courts of Justice Act*, R.S.O. 1990 c. C-43 all as amended.
14. The Plaintiff proposes that this action be tried at the City of Toronto.

Dated: 7 Nov 2018

PACE LAW FIRM
Barristers & Solicitors
300 The East Mall, 5th Floor
Toronto, ON, M9B 6B7

Adam A. Somogyi
LSUC #61708U
Tel: 416-236-3060
Fax: 416-236-1809
Lawyers for the Plaintiff

ROBERT ANDREW MORGAN
Plaintiff

-and-

YORK CONDOMINIUM CORPORATION NO. 300 et al.
Defendants

Court File No.: CV-18-00681MF-00

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

STATEMENT OF CLAIM

PACE LAW FIRM
Professional Corporation
300 The East Mall, Suite 500
Toronto, ON, M9B 6B7

Adam A. Somogyi
LSUC #61708U
Tel: 416-236-3060
Fax: 416-236-1809
Lawyers for the Plaintiff

Nov. 15/18
rel.