



February 17, 2022

RE: Suite PH106-B1 Unit 5 Level 24, Parking PA-054 Unit 054 Level A of
York Region Standard Condominium Corporation No. 1296

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 Region Standard Condominium Corporation No. 1296, c/o Crossbridge Condominium Services Ltd., 7165 / 7167 Yonge Street, Thornhill, ON L3T 0C9/0E1 or by email to parksidetowers@Crossbridgecs.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 (416)639-1464 with any questions.

Yours very truly,

Crossbridge Condominium Services Ltd.

A handwritten signature in blue ink that reads "Sam H. Pooya". The signature is written in a cursive, flowing style.

Sam H. Pooya
Property Manager

Enclosures

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

York Region Standard Condominium Corporation No. 1296 (known as the "Corporation") certifies that as of the date of this certificate:

General Information Concerning the Corporation

1. Mailing address: YRSCC 1296 - Parkside Towers
c/o Crossbridge Condominium Services Ltd.
7165 / 7167 Yonge Street
Thornhill, ON L3T 0C9/0E1
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: Sam Pooya, (416)639-1464

4. The directors and officers of the Corporation are:

<u>Name</u>	<u>Position</u>	<u>Address for Service</u>	<u>Telephone Number</u>
Mahdi Dadkhah	Director	Same Above	(416)639-1464
Abdollah Behroyan	President	Same Above	(416)639-1464
Dalina Pezeshki	Secretary	Same Above	(416)639-1464
Sharareh Razavi	Treasurer	Same Above	(416)639-1464
Houshang Shans	Vice President	Same Above	(416)639-1464

Common Expenses

5. The owner of Suite PH106-B1 Unit 5 Level 24, Parking PA-054 Unit 054 Level A at 7165 / 7167 Yonge Street, Thornhill, ON L3T 0C9/0E1 of York Region Standard Condominium Corporation No. 1296, registered in the Land Registry Office for the Land Titles Division of York Region (No. 65) is not in default in the payment of common expenses.

OR

is in default in the payment of common expenses in the amount of \$ 0 .

[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 **Common Expense Contribution** charges of \$606.24 for a total fee of \$606.24 is due on 01 Mar 2022 for the period 01 Mar 2022 to 31 Mar 2022. 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.

In addition to the above, if applicable, the unit owner is responsible for the cost of all in-suite hydro which is billed directly to the owner. The owner and purchaser are responsible for contacting the provider, Power Stream Energy Services at www.powerstreamenergyservices.com/metering_and

[phone number 1-855-952-5280](tel:1-855-952-5280) to change ownership details and to ensure there are no outstanding balances. Beware that billing is always a month behind. Any unpaid utilities are deemed to be in arrears and shall be collectable as common expenses against the unit.

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:
 - a) 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).
 - b) It appears that the COVID-19 crisis may cause the condominium corporation to incur expenses beyond the current budget (see Paragraph 9 in relation to any anticipated budget deficit or surplus). We won't know the precise amount of any resulting deficit (and any resulting increase in common expenses) until the crisis is behind us.
 - c) On November 1, 2019, amendments to the Ontario Rebate for Electricity Consumers Act, 2016 (ORECA) came into force making the common area hydro account ineligible for the Ontario Electricity Rebate of 21.2% for condominiums suite-metered by Toronto Hydro. If there is no legislated change, the current rates for these common area hydro accounts will increase by 21.2% after April 30, 2021.

Reserve Fund

13. The Corporation's reserve fund amounts to \$ **3,279,371.58** (unaudited) as of **January 31, 2022**.
14. The most recent Reserve Fund Study conducted by the Board is a [Comprehensive Reserve Fund Study](#), dated **March 01, 2019** and has been prepared by [WSP Canada Inc.](#). The next reserve fund study will be conducted before **October 1, 2022**.

However the Corporation also contributes to the Shared Facilities World on Yonge Reserve Fund and the funds are held in the Corporation's name. Please refer to document as part 17 of the Status Certificate.

15. The board has sent to the owners a notice dated [March 12, 2019](#) 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 [October 1, 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.
16. 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 Future Funding of the Reserve Fund.

Legal Proceedings, Claims

17. There are no outstanding judgments against the Corporation.
18. The Corporation is not a party to any proceeding before a court of law, an arbitrator or an administrative tribunal.
19. 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.
20. The Corporation has no outstanding claim for payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act*.
21. 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

22. 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* 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. To the best of the Corporation's information, knowledge and belief, the agreements have been complied with by the parties. (if applicable add: except _____ (give particulars). (If applicable, include a copy of the agreements with this certificate and mention them in the list of documents forming part of this certificate.)]~~

Leasing of Units

23. ~~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 200 unit/s was/were leased during the fiscal year preceding the date of this status certificate.

Substantial changes to the common elements, assets or services

24. 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 [~~if applicable add: except _____ (give a brief description and a statement of their purpose)]~~].

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 applications, if any, described in 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* that bind the unit;~~
 - (h) a copy of a notice dated [March 12, 2019](#) 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.

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 Region Standard Condominium Corporation No. 1296

Sam H. Pooya *

Date February 17, 2022

Sam H. Pooya
 Authorized Signing Officer
 I have the authority to bind the Corporation

Attila Benyi *

Date February 22, 2022

Attila Benyi
 Authorized Signing Officer
 I have the authority to bind the Corporation

* Executed pursuant to the Electronic Commerce Act (Ontario)

OFFICE SCHEDULE

Number YR. 2356985
CERTIFICATE OF RECEIPT

SEP 17 2015 e. 8:34

YORK REGION
No. 65
AURORA


LAND REGISTRAR

**DECLARATION
CONDOMINIUM
ACT, 1998**

YORK REGION STANDARD CONDOMINIUM PLAN NO. 1296

NEW PROPERTY IDENTIFIER'S BLOCK 29817

RECENTLY: 03021-0338

DECLARANT: 1834372 ONTARIO INC.

SOLICITOR: Brattys LLP
Barristers and Solicitors
Michael Volpatti

ADDRESS: 7501 Keele St. Suite 200
Vaughan, ON L4K 1Y2

PHONE: 905-760-2600

FAX: 905-760-2900

No. OF UNITS 1417

FEES: \$70.00 + (\$5.00 x number of units) = \$7,155.00

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, 1998, S.O. 1998, c.19, as amended from time to time, and the regulations made thereunder (all of which are hereinafter collectively referred to as the "Act"), BY:

1834372 ONTARIO INC.
(hereinafter called the "Declarant")

WHEREAS the Declarant is the Owner in fee simple of certain lands and premises situate in the City of Markham, in the Province of Ontario, and being more particularly described in Schedule "A" annexed hereto (herein and hereinafter defined and referred to as the "Lands" or "Property") and in the description submitted herewith by the Declarant for registration in accordance with Section 8 of the Act (hereinafter called the "description");

AND WHEREAS the registration of the Declaration and the description will create a freehold condominium corporation that is a standard condominium corporation as defined by Ontario Regulation 49/01 made under the Act;

AND WHEREAS the Declarant has constructed a multi-unit highrise complex and appurtenances upon the Lands containing 521 residential dwelling units, 543 parking units, 345 locker units, 7 storage units and 1 guest suite unit (herein and hereinafter collectively defined as the "Building");

AND WHEREAS the Declarant intends that the said lands, together with the said Building constructed thereon, shall be governed by the Act;

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART ONE - INTRODUCTION

SECTION 1 - Definitions

The terms used in the Declaration shall have the meanings ascribed to them in the Act unless the Declaration specifies otherwise or unless the context otherwise requires, and in particular:

1. "A1/A2 Commercial Area" means the areas, buildings and appurtenances located on the A1/A2 Commercial Lands;
2. "A1/A2 Commercial Corporation" means YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1279;
3. "A1/A2 Commercial Lands" means the lands located within YORK REGION STANDARD CONDOMINIUM PLAN NO. 1279;
4. "A1/A2 Residential Building" means the buildings and appurtenances located on the A1/A2 Residential Lands;
5. "A1/A2 Residential Corporation" means YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271;
6. "A1/A2 Residential Lands" means the lands located within YORK REGION STANDARD CONDOMINIUM PLAN NO. 1271;
7. "Adjacent Corporations" means the A1/A2 Residential Corporation, the Building B3 Corporation, the Building C Corporation and the A1/A2 Commercial Corporation collectively and each are herein referred to as an "Adjacent Corporation";
8. "Adjacent Lands" means the A1/A2 Residential Lands, the Building B3 Lands, the Building C Lands and the A1/A2 Commercial Lands collectively;
9. "Building B3" means the building and appurtenances located on the Building B3 Lands;
10. "Building B3 Lands" means the lands located within YORK REGION STANDARD CONDOMINIUM PLAN NO. 1247;
11. "Building B3 Corporation" means YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247;

12. "Building C" means the building and appurtenances located on the Building C Lands;
13. "Building C Lands" means the lands located within YORK REGION STANDARD CONDOMINIUM PLAN NO. 1285;
14. "Building C Corporation" means YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1285;
15. "Buildings" means the Building, Building B3, A1/A2 Residential Building, Building C and the A1/A2 Commercial Area collectively;
16. "Common Elements" and "common elements" means all the property, except the Units;
17. "Common Interest" and "common interest" means the interest in the common elements appurtenant to a Unit;
18. "Corporation" means the condominium corporation created upon the registration of the Declaration and description on the Lands;
19. "Corporations" means the Corporation, the A1/A2 Residential Corporation, the Building B3 Corporation, the Building C Corporation and the A1/A2 Commercial Corporation collectively;
20. "Development Agreements" shall mean any agreements, including without limitation any maintenance, easement and continuing indemnity agreement, entered into with any one or more of the City of Markham (formerly the Town of Markham), the Regional Municipality of York and any other municipal, provincial and/or federal government authority or agency, which are registered on title to the Property or which otherwise effect the Property;
21. "Easement and Cost Sharing Agreement" means the easement and cost sharing agreement registered in the York Region Land Registry Office on February 14, 2014 as Instrument No. YR2095992, and entered into between York Region Standard Condominium Corporation No. 1247, the Declarant on behalf of the Corporation, the declarant of the Building C Lands on behalf of the Building C Corporation, the declarant of the A1/A2 Commercial Lands on behalf of the A1/A2 Commercial Corporation and the declarant of the A1/A2 Residential Lands on behalf of the A1/A2 Residential Corporation. In the event of a conflict between the terms set out in this Declaration and the terms of the Easement and Cost Sharing Agreement, then the terms of the Easement and Cost Sharing Agreement shall govern;
22. "Easement and Cost Sharing Agreement #3" means the easement and cost sharing agreement #3 registered in the York Region Land Registry Office on November 21, 2014 as Instrument No. YR2219185, and entered into between York Region Standard Condominium Corporation No. 1271 and the Declarant on behalf of the Corporation in order, among other things, to provide for the sharing of the costs of maintaining, operating and repairing the Shared Recreational Areas among the Corporation and the A1/A2 Residential Corporation, as well as to provide for the granting and definition of certain easements and rights among them. In the event of a conflict between the terms set out in this Declaration and the terms of the Easement and Cost Sharing Agreement #3, then the terms of the Easement and Cost Sharing Agreement #3 shall govern;
23. "Easement and Cost Sharing Agreements" means the Easement and Cost Sharing Agreement and the Easement and Cost Sharing Agreement #3;
24. "Exterior Landscaped Areas and Facilities" means the outdoor exterior landscaped areas and open space areas on grade level situate within the common element areas of the Corporation and the Adjacent Corporations;
25. "Garage" means the underground parking garage containing the Project Parking Units and areas of each of the buildings located or to be located on the Building B3 Lands, Lands, A1/A2 Commercial Lands, A1/A2 Residential Lands and Building C Lands;
26. "Garage Ramps" means that garage ramps located on the Lands and Adjacent Lands;
27. "Green Roofs" means the green roofs proposed to be located on the roof of the Building, A1/A2 Residential Building and Building B3;
28. "Mechanical Room" means the room situated in the lands legally described as Part of Lot 18, Registrars Compiled Plan 10327, designated as Part 11 on Reference Plan 65R-34644, City of Markham, Regional Municipality of York;
29. "Outdoor Roadways" means the outdoor roadways, including, without limitation, that located on the lands legally described as Part of Lot 18, Registrars Compiled Plan 10327, designated as Parts 6, 9 and 10 on Reference Plan 65R-34644, City of Markham, Regional Municipality of York, to be constructed on the element areas of the Corporation and the Adjacent Corporations for the purpose of providing unit owners, tenants, invitees and licensees of units in the buildings located or to be located on the Lands and the Adjacent Lands with vehicular access and egress to and from said lands and the buildings located thereon, the lands and public and private roadways adjacent thereto;

30. "Owner" means a person or persons who own a freehold interest(s) in a Unit and its appurtenant common interest, but does not include a mortgagee unless in possession;
31. "Parking Units Lease" means the following leases and all the covenants, costs, conditions and obligations pursuant thereto, as the context requires for the purpose of the Easement and Cost Sharing Agreement: (1) a parking unit lease between the declarant of the Building B3 Lands and the Building B3 Corporation; (2) a parking unit lease between the declarant of the A1/A2 Commercial Lands and the A1/A2 Commercial Corporation; and/or (3) a parking unit lease between the declarant of the Building C Lands and the Building C Corporation;
32. "Parks" means the parks to be situated in the lands legally described as Part of Lot 18, Registrars Compiled Plan 10327, designated as Parts 12, 13, 14 and 15 on the Reference Plan 65R-34644, City of Markham, Regional Municipality of York (such description may change, from time to time, at the discretion of the City of Markham) and the Mechanical Room which is situated in the lands legally described as Part of Lot 18, Registrars Compiled Plan 10327, designated as Part 11 on Reference Plan 65R-34644, City of Markham, Regional Municipality of York, which is appurtenant to and services the Parks;
33. "Pedestrian Bridge" means the pedestrian bridge built between the Building and the A1/A2 Commercial Area;
34. "Pedestrian Walkways" means the paths, walkways and sidewalks constructed or to be constructed on all or part of any of the Lands and/or the Adjacent Lands for the purpose of providing pedestrian access to the buildings located thereon, and their appurtenances and to adjacent lands;
35. "Project Parking Units" means the parking units leased pursuant to the Parking Units Lease, the Garage, the garage drive aisles and the parking units in the Adjacent Corporations that are leased by an Adjacent Corporation from the declarant of the respective Adjacent Corporation and which are available for use of the owners, occupants and tenants of the commercial, retail, kiosk, office and hotel units in the Corporations and their visitors and customers and/or for use by the visitors to the residential units in the Corporation and the A1/A2 Residential Corporation;
36. "Property" or "property", as the context may require, means the land and interests appurtenant to the land described in the description and in Schedule "A" annexed hereto, and includes any land and interests appurtenant to land that are added to the common elements;
37. "Proportionate Share" in relation to: (A) the Exterior Landscaped Areas and Facilities, Pedestrian Walkways, Pedestrian Bridge, Garage Ramps, Green Roofs, Outdoor Roadways and the Shared Systems means the respective costs to be borne by each of the Corporations towards the total amount of costs incurred in maintaining, operating, repairing and replacing of those facilities as determined in accordance with the terms of the Easement and Cost Sharing Agreement; (B) the Parks means the respective costs to be borne by each of the Corporations towards the total amount of costs incurred in maintaining, operating, repairing and replacing the Parks as determined in accordance with the terms of the Easement and Cost Sharing Agreement and as required pursuant to the terms of the Development Agreements; (C) the Project Parking Units means the respective costs to be borne by each of the Corporations towards the total amount of costs incurred in maintaining, operating, repairing and replacing the Project Parking Units as determined in accordance with the terms of the Easement and Cost Sharing Agreement; and (D) the Shared Elevators means the respective costs to be borne by each of the Building B3 Corporation, the A1/A2 Residential Corporation, the Corporation and the A1/A2 Commercial Corporation towards the total amount of costs incurred in maintaining, operating, repairing and replacing of the Shared Elevators as determined in accordance with the terms of the Easement and Cost Sharing Agreement;
38. "Proportionate Share #3" in relation to the Shared Recreational Areas means the respective costs to be borne by the Corporation and the A1/A2 Residential Corporation towards the total amount of costs incurred in maintaining, operating and repairing the Shared Recreational Areas as determined in accordance with the terms of the Easement and Cost Sharing Agreement #3;
39. "Rules" means rules passed by the Board of Directors (hereinafter called the "board") of the Corporation and becoming effective pursuant to Section 58 of the Act;
40. "Shared Elevators" means the elevators located within the Building B3 Lands that are the subject of the easements created and/or confirmed in the Easement and Cost Sharing Agreement, which elevators specifically exclude those that are intended to provide elevator service to permit travel only between areas of the Building B3 Lands;
41. "Shared Recreational Areas" means the recreational areas currently proposed to be located in the Corporation and the A1/A2 Residential Corporation intended to be available for use by the owners of a residential dwelling unit(s) in the Corporation and the A1/A2 Residential Corporation and their family members (who reside in the residential dwelling unit), guests, tenants and invitees, all as more fully described and set forth in the Easement and Cost Sharing Agreement #3 and in accordance with its terms;

42. "Shared Systems" means the specific service systems serving and supplying services to each of the Corporations including, without restricting the generality of the foregoing, mechanical system(s) (BAS system), life safety system (s), security system(s), security video/camera system(s), access system(s), fire panel(s) and rain water reduction system(s), all as more fully described and set forth in the Easement and Cost Sharing Agreement unless such locations or responsibilities are further adjusted, qualified or amended pursuant to any provisions of the Easement and Cost Sharing Agreement in which event the re-adjustment, qualified or amendment adjustments shall prevail;
43. "Unit" means a part or parts of the Property 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 in accordance with the Declaration and the description. For greater certainty, the definition of "Unit" relating to the duties to repair and maintain under Sections 89, 90 and 91 of the Act and pursuant to this Declaration shall extend to all improvements made by the Declarant in accordance with its architectural and structural plans, notwithstanding that some of such improvements may be made after registration of the Declaration.

SECTION 1.1 - Approval Authority

The easements set out under the headings: (a) Mechanical Room Access and Emergency Maintenance Easement; and (b) Below Grade Strata Lands / Park Lands Easements, as set out in Schedule "A" hereto were conditions of the draft plan of condominium approval, which conditions were provided by the City of Markham.

SECTION 2 - Statement of Intention

The Declarant intends that the lands described in Schedule "A" and in the description, together with all interests appurtenant to the said lands (herein collectively referred to as the "lands") be governed by the Act, and any amendments thereto.

SECTION 3 - Consent of Encumbrancers

The consent of every person having a registered mortgage against the lands is contained in Schedule "B" annexed hereto.

SECTION 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.

Notwithstanding the boundaries set out in Schedule 'C' attached hereto, each residential dwelling Unit **shall include** all pipes, wires, cables, conduits, ducts, mechanical or similar apparatus and appurtenant equipment attached thereto (except external vents and grills), heating and/or air-conditioning equipment as well as any other branch piping to and including the shut off valves, which provides services to that particular Unit only.

Notwithstanding the boundaries set out in Schedule 'C' attached hereto, each residential dwelling Unit **shall exclude** all pipes, wires, cables, conduits, ducts, flues and mechanical or similar apparatus including all fire hose cabinets and appurtenant equipment, fire alarms, security or sprinkler systems, all load bearing walls or columns that lie within the boundaries of any particular Unit as hereinbefore set out which supply service or support to another Unit(s) or the Common Elements.

Notwithstanding the boundaries set out in Schedule 'C' attached hereto, the guest suite Unit **shall include** all pipes, wires, cables, conduits, ducts, mechanical or similar apparatus and appurtenant equipment attached thereto (except external vents and grills), heating and/or air-conditioning equipment as well as any other branch piping to and including the shut off valves, which provides services to that particular Unit only.

Notwithstanding the boundaries set out in Schedule 'C' attached hereto, the guest suite Unit **shall exclude** all pipes, wires, cables, conduits, ducts, flues and mechanical or similar apparatus including all fire hose cabinets and appurtenant equipment, fire alarms, security or sprinkler systems, all load bearing walls or columns that lie within the boundaries of any particular Unit as hereinbefore set out which supply service or support to another Unit(s) or the Common Elements.

Notwithstanding the boundaries set out in Schedule 'C' attached hereto, each parking Unit **shall exclude**, without limiting the aforementioned, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hoses, sprinklers, lighting fixtures, air-conditioning or heating equipment apparatus thereto which provides any service to the Common Elements or Units including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included) which may be located within any such parking Unit.

Notwithstanding the boundaries set out in Schedule 'C' attached hereto, each locker Unit **shall exclude** all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (used for water drainage, power or otherwise) that supply any service to any Unit or to the Common Elements and whether located in or outside of any walls or floors, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. or controls of same, as well as any concrete walls or load bearing walls or beams which may be located within any such locker Unit(s).

Notwithstanding the boundaries set out in Schedule 'C' attached hereto, each storage Unit shall exclude all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (used for water drainage, power or otherwise) that supply any service to any Unit or to the Common Elements and whether located in or outside of any walls or floors, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. or controls of same, as well as any concrete walls or load bearing walls or beams which may be located within any such storage Unit(s).

SECTION 5 - Common Interest and Common Expenses Allocation

Each Owner shall have both 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 and common expenses shall be one hundred (100%) per cent.

SECTION 6 - Exclusive Use Common Elements

Subject to the provisions of the Act, the Declaration, by-laws and Rules, the Owners of certain residential dwelling Units shall have the exclusive use of those parts of the common elements as set forth in Schedule "F" attached hereto, it being understood that the exclusive use being enjoyed by such Unit Owners entitled to same may be regulated or affected by any by-laws or Rules of the Corporation.

SECTION 7 - Mailing Address and Address for Service

The address for service and mailing address of the Corporation shall be:

c/o Online Property Management Inc.
One Steelcase Road West, Unit 6, Markham, Ontario, L3R 0T3

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

PART TWO - SPECIFICATION OF COMMON EXPENSES

SECTION 8 - Meaning of Common Expenses

Common expenses shall be the expenses of the performance of the objects and duties of the Corporation and, without limiting the generality of the foregoing, such other costs, expenses and sums of money designated as common expenses in the Act, or in this Declaration, or as are listed in Schedule "E" attached hereto.

SECTION 9 - Payment of Common Expenses

Each Owner shall pay to the Corporation his proportionate share of the common expenses, and the assessment and collection of the contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules and by-laws of the Corporation in force from time to time by any Owner, or by members of his family and/or their respective tenants, invitees or licensees, shall be borne and paid for by such Owner, and may be recovered by the Corporation against such Owner in the same manner as common expenses.

SECTION 10(a) - Reserve Fund

- (i) The Corporation shall establish and maintain one or more reserve funds in respect of the common elements and assets and shall collect from the Owners, as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for major repair and/or replacement of common elements and assets of the Corporation, all in accordance with the provisions of the Act.
- (ii) No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation.
- (iii) In accordance with section 94 of the Act, the Corporation shall 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.

SECTION 10(b) - Purchase of the Guest Suite Unit and the Super's Unit

The Corporation shall purchase from the Declarant the guest suite Unit 5 on level 1 in the Corporation (the "Guest Suite Unit") for a purchase price of \$130,000.00 inclusive of HST (the "Purchase Price"). The transfer of the Guest Suite Unit to the Corporation shall take place on or about the 30th day (or the next day on which the Land Registry Office for York Region is open for business if it is not open on such 30th day) following the registration of the Declaration and description creating the Corporation (the "Transfer Date"), provided however that the Declarant or the Corporation may accelerate the Transfer Date on five (5) days notice to the other. The Purchase Price shall be payable by the Corporation delivering to the Declarant on the Transfer Date a first mortgage on the Declarant's form securing the Purchase Price which shall have a term of five years, shall be amortized over twenty-five years with the balance due at the end of the five year term, shall bear interest at 6.50% per annum, calculated semi-annually and not in advance, shall be payable in monthly blended instalments, in arrears and shall be open for prepayment at any time without notice or bonus. The Corporation shall make all payments required pursuant to the Declarant's form of first mortgage irrespective

of any claims, debts, etc. that the Corporation has or may have against the Declarant and without any claim for set-off, in law or equity. The Declarant and the Corporation shall undertake to each other to readjust for realty taxes if and when assessed against the Guest Suite Unit, the Declarant being responsible up to but not including the Transfer Date. Any land transfer tax exigible on the transfer of the Guest Suite Unit from the Declarant to the Corporation shall be paid by the Corporation. Upon the transfer of the Guest Suite Unit to the Corporation, the Corporation shall be solely responsible for all costs and expenses relating to the Guest Suite Unit including, without limitation, common expenses and realty taxes. Title to the Guest Suite Unit shall be subject to such interests, instruments, etc. as are provided for in the Declarant's form of agreement of purchase and sale pursuant to which the purchasers have purchased their residential dwelling Units from the Declarant. The Declarant reserves the unfettered right to decide when or whether to construct the Guest Suite Unit or make any modifications thereto, all in its sole, absolute and unfettered discretion.

The Corporation shall purchase from the Declarant residential dwelling Unit 1 on level 1 in the Corporation (the "Super's Unit") for a purchase price of \$300,000.00 inclusive of HST (the "Purchase Price #2"). The transfer of the Super's Unit to the Corporation shall take place on or about the 30th day (or the next day on which the Land Registry Office for York Region is open for business if it is not open on such 30th day) following the registration of the Declaration and description creating the Corporation (the "Transfer Date #2"), provided however that the Declarant or the Corporation may accelerate the Transfer Date #2 on five (5) days notice to the other. The Purchase Price #2 shall be payable by the Corporation delivering to the Declarant on the Transfer Date #2 a first mortgage on the Declarant's form securing the Purchase Price #2 which shall have a term of five years, shall be amortized over twenty-five years with the balance due at the end of the five year term, shall bear interest at 6.50% per annum, calculated semi-annually and not in advance, shall be payable in monthly blended instalments, in arrears and shall be open for prepayment at any time without notice or bonus. The Corporation shall make all payments required pursuant to the Declarant's form of first mortgage irrespective of any claims, debts, etc. that the Corporation has or may have against the Declarant and without any claim for set-off, in law or equity. The Declarant and the Corporation shall undertake to each other to readjust for realty taxes if and when assessed against the Super's Unit, the Declarant being responsible up to but not including the Transfer Date #2. Any land transfer tax exigible on the transfer of the Super's Unit from the Declarant to the Corporation shall be paid by the Corporation. Upon the transfer of the Super's Unit to the Corporation, the Corporation shall be solely responsible for all costs and expenses relating to the Super's Unit including, without limitation, common expenses and realty taxes. Title to the Super's Unit shall be subject to such interests, instruments, etc. as are provided for in the Declarant's form of agreement of purchase and sale pursuant to which the purchasers have purchased their residential dwelling Units from the Declarant. The Declarant reserves the unfettered right to decide when or whether to construct the Super's Unit or make any modifications thereto, all in its sole, absolute and unfettered discretion.

SECTION 10(c) - Check Metering of Utilities

- (i) If necessary, as determined by the Declarant in its sole, absolute and unfettered discretion, the Corporation shall contract for the purchase of electricity from a local distribution company, an independent energy retailing company or from the Electricity Metering Company (as defined below). Additionally, each residential dwelling Unit Owner may be required to contract with the local distribution company, the independent energy retailing company and/or the Electricity Metering Company for the supply of electricity to his/her residential dwelling Unit. Electricity consumption in each Owner's residential dwelling Unit shall be measured by the metering system ("SMS") operated by the company that installed the SMS or another company (the "Electricity Metering Company") and shall be invoiced to such Owner by the Electricity Metering Company or another company (the "Electricity Invoicing Company") in accordance with an agreement(s) to be entered into by the Corporation, and/or the respective residential dwelling Unit Owner, and the Electricity Metering Company and/or the Electricity Invoicing Company. In the alternative, the Declarant may at first instance enter into such an agreement(s) and upon either the registration of the Corporation or upon occupancy of each respective residential dwelling Unit the Declarant shall be automatically released from all of its liabilities and obligations thereunder with the result that it shall no longer from such time be liable to the other party(ies) to the agreement(s) for any breach of the agreement(s) caused or occurring subsequent to such date. Correspondingly, the Corporation or the residential dwelling Unit Owner, as the case may be, shall assume (and/or enter into a separate agreement(s) with the Electricity Metering Company and/or the Electricity Invoicing Company, as case may be) all such liabilities and obligations from such date.
- (ii) Each residential dwelling Unit Owner shall receive and be responsible for, payment of the invoice with respect to the electricity consumption for his/her residential dwelling Unit. The residential dwelling Unit Owner shall remit payment to the Electricity Metering Company (or the Electricity Invoicing Company if said company invoices the residential dwelling Unit Owners for electricity consumption) for electricity consumption, separate from any other obligations the residential dwelling Unit Owner has with respect to payment of common expenses as an Owner within the condominium. For greater certainty, the cost of electricity consumption within the residential dwelling Units shall not form part of the common expenses.
- (iii) The following shall apply where the Corporation is liable to the utility supplier at first instance, but shall not apply where the residential dwelling Unit Owner contracts directly with the utility supplier:
 - (a) Any monies owing with respect to invoices for electricity consumption and not paid to the Electricity Metering Company (or the Electricity Invoicing Company if said company invoices the residential dwelling Unit Owners for electricity consumption) by the residential dwelling Unit Owner according to the terms of the invoice, shall be paid by the Corporation to the Electricity Metering Company (or to the Electricity Invoicing Company if said company invoices the residential dwelling Unit Owners for electricity consumption) and shall thereupon be a debt owed by the Owner of the residential dwelling Unit whose occupants have consumed the electricity and shall be collectable by the Corporation as if same were common expenses in arrears and for such purposes only shall be considered common expenses. Payment to the Corporation shall be made in such manner and with such frequency as determined by the board from time to time acting reasonably in the event of such

default. Interest will accrue on arrears of money owing for electricity consumption at a rate equal to that for arrears of common expense payments as set out in the Corporation's Declaration and/or by-laws.

- (b) In the event a residential dwelling Unit Owner is in default of payment of invoices to the Electricity Metering Company (or the Electricity Invoicing Company if said company invoices the residential dwelling Unit Owners for electricity consumption) as a condition of being supplied or continuing to be supplied with electricity, the Corporation has the right to require an Owner to maintain a deposit with the Corporation in an amount equal to two month's common expense fees. The Corporation is entitled to apply such deposits against monies owing by a defaulting Owner with respect to the supply of electricity.
- (c) The Corporation shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of electricity to any residential dwelling Unit where payments owing for same are more than thirty (30) days in arrears and/or to register a common expense lien against the residential dwelling Unit.
- (iv) Notwithstanding any other provisions of this Declaration, the Corporation authorizes entry to the residential dwelling Units and the common elements (including, without limitation, exclusive use common element areas) by Electricity Metering Company (and the Electricity Invoicing Company if said company invoices the residential dwelling Unit Owners for electricity consumption) or its subcontractors from time to time, as deemed necessary by the Electricity Metering Company (and the Electricity Invoicing Company if said company invoices the residential dwelling Unit Owners for electricity consumption) for the purposes of conducting inspection, maintenance, repair and reading of the SMS. Work that is required within a residential dwelling Unit or common elements (including exclusive use common elements) in order to facilitate the usage and operation of any SMS is also permitted and authorized upon not less than twenty-four (24) hours notice to the Owner of the residential dwelling Unit if access to the residential dwelling Unit is required except in the case of emergency, whereupon no notice is required.

SECTION 11 - Certificate of Common Expenses

The Corporation shall, upon request, provide the requesting party with a status certificate and accompanying statements and information in accordance with Section 76 of the Act. The Corporation may charge the prescribed fee for providing the status certificate. Notwithstanding the foregoing, the Corporation shall forthwith provide the Declarant with a certificate and all such accompanying statements and information, as may be requested from time to time by or on behalf of the Declarant in connection with a sale or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

PART THREE - OCCUPATION AND USE OF COMMON ELEMENTS

SECTION 12 - General Use

- (a) Each Owner may make reasonable use of and has the right to occupy and enjoy the whole or any part of the common elements, and each Owner has the right to make reasonable use of, and has the right to enjoy any exclusive use common element area which has been designated to his Unit in Schedule "F", subject to any conditions or restrictions set out in the Act, the Declaration, the Corporation's by-laws (herein called the "by-laws"), the Rules, the Easement and Cost Sharing Agreements, and easements and rights registered against the property. However, no condition shall be permitted to exist and no activity shall be carried on in the common elements that is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other Owners of the common elements and the other Units, that results in the cancellation or threatened cancellation of any policy of insurance referred to in the Declaration, or that will lead to a contravention of any covenant, term or condition contained in any one or both of the Easement and Cost Sharing Agreements or any easements and rights registered against the property.
- (b) No Owner shall make any installation or any change or alteration to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintaining those parts of the common elements which he has a duty to maintain, without obtaining the written approval of the Corporation in accordance with the Act, unless otherwise provided for in this Declaration or in the by-laws.
- (c) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and notwithstanding any Rules or by-laws of the Corporation to the contrary, the Declarant and any entity related, associated or affiliated to the Declarant (the "Related Company") shall be entitled to erect and maintain signs for marketing/sale purposes upon the common elements, and within or outside any unsold residential dwelling Units, pursuant to the Declarant's ongoing marketing program in respect of the Units or any other units in any building in the vicinity of the Building owned by the Declarant or a Related Company (the "Other Units") at such locations and having such dimensions as the Declarant may determine in its sole discretion provided same complies with municipal requirements.

SECTION 13 - Restricted 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 utilities area, building maintenance or storage area, manager's office, an area for operating machinery, or any mechanical or servicing system servicing the Corporation nor shall he have access to any other parts of the common elements used for the care, maintenance or operation of the Property or any part of the Property.

SECTION 14 - Modification of Common Elements and Assets

- (a) The Corporation may, by a vote of Owners who own at least sixty six and two thirds (66 2/3%) per cent of the residential dwelling Units, make any substantial addition, alteration or improvements to or renovation of the common elements, or may make any substantial change in the assets of the Corporation or a substantial change in a service that the Corporation provides.
- (b) Where the Corporation has sent a notice to the Owners in accordance with section 97(3) of the Act, and the Owners have either not requisitioned a meeting in accordance with section 46 of the Act or the Owners have requisitioned a meeting in accordance with section 46 of the Act but have not voted against the proposed addition, alteration, improvement or change at the meeting, the Corporation may make any other addition, alteration or improvement to or renovation of the common elements, or may make any other change to the assets of the Corporation or any change in a service that the Corporation provides.
- (c) For the purposes of this section, any addition, alteration, improvement or change is substantial if it meets the prescribed meaning of substantial change as set out in section 97(6) of the Act or the board elects to treat it as substantial.
- (d) For the purposes of this Declaration, and for the purposes of relating and managing the affairs of this Corporation, and the Corporation's compliance with any provisions of the Act, any change or alteration effected pursuant to an obligation imposed upon the Corporation pursuant to any provision of any one or both of the Easement and Cost Sharing Agreements shall not be considered an addition, alteration, improvement to or renovation of the common elements of the Corporation.
- (e) A copy of the complete set of "as-built" architectural and structural plans and specifications for the building(s) situate on the Property, including copies of all plans and specifications for any additions, alterations or improvements from time to time made to the common elements or to any Unit which may require the prior written consent of the board, shall be maintained in the office of the Corporation at all times, or at such other place as the board shall from time to time determine by resolution, for the use of the Corporation in rebuilding or repairing any damage to the building(s), and/or the use of any Owner or mortgagee.
- (f) The Declarant may, at its option and at any time, convey any Unit(s) registered in the Declarant's name to the Corporation and upon such conveyance, the Declarant shall be automatically released and discharged from any and all liabilities and obligations to the Corporation and/or the Unit Owners in respect of such conveyed Unit(s), including, without limitation, obligations in respect of common expenses and realty taxes, whether outstanding or whether payable before or after such conveyance. The Corporation shall execute and deliver without delay or charge any documentation as may be required to facilitate such conveyance(s) and hereby irrevocably authorizes and directs the Declarant's solicitors to act as the solicitors for the Corporation for the purpose of executing such documentation, including land transfer tax documentation/statements, in respect of such conveyance(s), whether or not in electronic form. The conveyance to the Corporation of such Unit(s) shall not be considered an addition, alteration, improvement to or renovation of the common elements of the Corporation, nor shall same be considered a provision of a major asset or property to the Corporation.

PART FOUR - OWNERSHIP OF PARKING UNITS AND LOCKER UNITS

SECTION 15 - Restrictions on Disposition of Parking Units and Locker Units

- (1.) Any parking Unit and/or locker Unit, may at any time be sold, leased, transferred or otherwise conveyed, either separately or in combination with other Units, provided that:
 - (a) any such sale, transfer or other conveyance is made only to the Declarant or to any residential dwelling unit owner in the Corporation or in the A1/A2 Residential Corporation and provided that any such lease is made only to the Declarant, to the Corporation, the A1/A2 Residential Corporation or to any owner or tenant of a residential dwelling unit in the Corporation or in the A1/A2 Residential Corporation;
 - (b) the term of any lease of any parking Unit and/or locker Unit to a tenant of a residential dwelling unit in the Corporation or in the A1/A2 Residential Corporation shall not extend beyond the term of the tenancy of such residential dwelling unit granted to such tenant;

- (c) every lease in respect of any parking Unit and/or locker Unit shall provide that where the lessee thereof is also an owner of a residential dwelling unit in the Corporation or the A1/A2 Residential Corporation and such lessee is deprived of ownership or possession of his residential dwelling unit, such lease shall revert to the lessor of such parking Unit and/or locker Unit. It shall also provide that where the lessee of such parking Unit and/or locker Unit is also an owner of a residential dwelling unit in the Corporation or the A1/A2 Residential Corporation, upon a sale, transfer or conveyance of such owner's residential dwelling unit, the leasehold interest in such parking Unit and/or locker Unit must be assigned or transferred to the new owner or transferee of such residential dwelling unit or else must revert to the lessor of such parking Unit and/or locker Unit, as the case may be; and
- (d) notwithstanding the above provisions, an Owner of a parking Unit and/or locker Unit may sell, transfer or convey its parking Unit and locker Unit to any third party provided that the sale, transfer or conveyance of the parking Unit and locker Unit is in combination with its residential dwelling unit in the Corporation or the A1/A2 Residential Corporation.

The restrictions set out above in paragraph 15 (1.) shall not apply to any conveyance, disposition, assignment, sale or lease of a parking Unit or locker Unit by the Declarant. The Declarant shall have the right to sell, lease and/or assign any parking Units and locker Units to purchasers, owners and tenants of any of the units in the Corporation, to purchasers, owners and tenants of any of the units in A1/A2 Residential Building, to purchasers, owners and tenants of any of the units in Building B3, to purchasers, owners and tenants of any of the units in Building C, to purchasers, owners and tenants of any of the units or spaces in the A1/A2 Commercial Area, to any third party or they may be retained by the Declarant.

PART FIVE - OCCUPATION AND USE OF UNITS

SECTION 16 - General Use

1. No Unit shall be occupied or used by any one in such a manner as is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other Owners of the common elements and the other Units or that may result in the cancellation or threat of cancellation of any policy of insurance referred to in the Declaration or in such a manner as to lead to a breach by any Owner or by the Corporation of any provision of any easements or rights registered against the property or any zoning by-law respecting such Units or any provision of any one or both of the Easement and Cost Sharing Agreements. In the event the use made by any Owner of his Unit results in any premiums of any insurance policy insuring the interest of the Corporation being increased or cancelled, such Owner shall be liable to pay to the Corporation all of such increase in premiums payable as a result thereof, or shall be liable to pay to the Corporation all other costs or expenses it incurs as a result thereof.
2. The Owner of each Unit shall comply, and shall require all residents, tenants, invitees and licensees of his Unit to comply with the Act, the Declaration, the Easement and Cost Sharing Agreements, the by-laws, the Rules and any rights and easements registered against the property.
3. No Owner shall make any structural change or structural alteration in or to any Unit, without the prior written consent of the board. Provided, however, that in the event that an Owner owns two residential dwelling Units on the same level which share a common demising wall, such Owner shall be entitled to enjoy said two residential dwelling Units to create one living area if the following conditions are satisfied:
 - (i) the Owner at his sole expense makes application for and obtains all permits and approvals required under any zoning laws, regulations and requirements;
 - (ii) the Owner receives the prior written consent from the board;
 - (iii) the Owner completes all work required at his sole expense by a contractor that is satisfactory to the Corporation and in a good and workmanlike manner;
 - (iv) the Owner agrees that the Corporation, or its representatives or agents will have unrestricted access to the Units to inspect the work being conducted until such time as the work is complete as determined by the Corporation or its representatives or agents; and
 - (v) in the event that the Corporation has given the Owner notice that the work being conducted on the Units is not satisfactory to the Corporation and the Owner does not correct same forthwith, the Corporation may enter and complete the work. All expenses incurred by the Corporation shall be paid by the Owner on demand and failing payment, shall form a charge against the Unit(s) and in addition, may be collected in the same manner as common expenses.

SECTION 17 - Use of Residential Dwelling Units

Being Units 1 to 4, both inclusive and Units 6 to 10, both inclusive, on Level 1; Units 1 to 18, both inclusive, on Level 2; Units 1 to 20, both inclusive, on Level 3; Units 1 to 30, both inclusive on Levels 4 to 8, both inclusive; Units 1 to 24, both inclusive, on Levels 9 to 14, both inclusive; Units 1 to 21, both inclusive, on Levels 15 to 18, both inclusive; Units 1 to 12, both inclusive, on Levels 19 to 23, both inclusive and Units 1 to 9, both inclusive, on Levels 24 to 27, both inclusive.

1. Each residential dwelling Unit shall be occupied and used only as a private single family residence in accordance with the by-laws and Rules of Corporation and any other requirement of the municipality and other authority having jurisdiction.
2. (i) Notwithstanding anything contained in this Declaration or in any by-laws or Rules hereafter passed or enacted to the contrary, the Owner of a residential dwelling Unit shall, in addition to his proportionate share of the common expenses, pay and be solely responsible for the cost of maintaining and repairing all mechanical, electrical, heating, cooling, refrigeration and plumbing equipment, fixtures and systems, and all appurtenances thereto, which provide power or any other service exclusively to his Unit (regardless of whether such equipment, fixtures and systems lie within or beyond the boundaries of such Unit, as monumented in Schedule "C" of this Declaration).
- (ii) No Owner shall cause anything to be affixed, attached to, hung, displayed or placed on the inside of any window other than drapes, blinds or shutters specifically designed for the window. In addition, such window coverings shall appear white or off-white from the exterior of the Building. Without limiting the generality of the foregoing flags, banner, sheets, slogans, foil, wood, plastic, metal painted or unpainted, shall not be affixed, attached to, hung, displayed or placed in any manner in any window. Christmas lights and decorations are permitted between December 15th and January 15th provided that the quantity and type of same are approved by the board.

SECTION 18(a) - Use of Parking Units

Being Units 1 to 38, both inclusive and 40 to 126, both inclusive, on Level A; Units 1 to 207, both inclusive on Level B and Units 1 to 211, both inclusive on Level C.

Each parking Unit shall be used and occupied only for motor vehicle parking purposes, and for any additional use or purpose provided for by the Rules and by-laws of the Corporation and without restricting any wider definition of motor vehicle as may be imposed by the board, "motor vehicle" shall be deemed to include a motorcycle, private passenger automobile, station wagon, light duty van or light duty pick-up or sports utility truck in good working order and repair and which does not leak any fluids. The Owner of each parking Unit shall maintain such Unit in a clean and slightly condition and shall remove any oil stains thereon. The Corporation may make provision in its annual budget for and/or may arrange for the cleaning of the parking Units in their totality or in groups of Units.

SECTION 18(b) - Use of Locker Units

Being Units 19 to 122, both inclusive on Level 2; Units 31 to 35, both inclusive on Levels 4 to 7, both inclusive; Units 31 to 33, both inclusive on Level 8; Units 39 and 127 to 156, both inclusive on Level A; Units 210 to 284, both inclusive on Level B and Units 214 to 325, both inclusive on Level C.

Each locker Unit shall be used and occupied for storage purposes only which shall not constitute a nuisance or danger to the other Unit Owners, the Units nor to the common elements nor the Shared Systems. The board may, from time to time, restrict the categories of items that may be stored or used in such locker Units.

SECTION 18(c) - Use of Storage Unit

Being Unit 11 on Level 1; Units 208, 209 and 285 on Level B and Units 212, 213 and 326 on Level C.

Each storage Unit shall be used and occupied for purposes as are in conformity with all applicable zoning by-laws and which shall not constitute a nuisance or danger to the other Unit Owners, the Units nor to the common elements nor the Shared Systems.

SECTION 19 - Temporary Model Units/Parking Units/Locker Units/Storage Unit

Several unsold residential dwelling Units within the Building may be used as temporary model/sales Units for sale/marketing purposes, and the Declarant and the Related Company, their sales staff and their respective invitees shall be entitled to use the common elements for access to and egress from said model Units. The Declarant shall be entitled to maintain such model Units and any unsold parking Units, locker Units and storage Unit, together with all sales displays and signs, until such time as all Units in the Corporation (or such lesser number as the Declarant may determine in its sole discretion) have been sold by the Declarant and until such time as all of the Other Units have been sold.

PART SIX - LEASING OF UNITS

SECTION 20 - Notification of Lease

- (a) The Owner of a Unit who leases his Unit or renews a lease of his Unit shall, within 30 days of entering into the lease or the renewal, as the case may be:
 - (i) notify the Corporation that the Unit is leased;
 - (ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in the form prescribed by section 83 of the Act; and
 - (iii) provide the lessee with a copy of the Declaration, by-laws and Rules of the Corporation.
- (b) If a lease of a Unit is terminated and not renewed, the Owner of the Unit shall notify the Corporation in writing.
- (c) In addition, no Owner other than the Declarant shall lease his Unit unless he first delivers to the Corporation a covenant or agreement signed by the tenant, to the following effect:

"I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the Unit rented by me and the common elements, comply with the Condominium Act, the Declaration, the by-laws, and all Rules of the Corporation, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I were a Unit Owner, except for the payment of common expenses unless otherwise provided by the Condominium Act".

SECTION 21 - Tenant's Liability

If an Owner who has leased a Unit defaults in the Owner's obligation to contribute to the common expenses, the Corporation may, by written notice to the lessee, require the lessee to pay to the Corporation the lesser of the amount of the default and the amount of the rent due under the lease in accordance with section 87 of the Act.

SECTION 22 - Owner's Liability

Any Owner leasing his Unit shall not be relieved thereby from any of his obligations with respect to the Unit, which obligations shall be joint and several with his tenant.

PART SEVEN - MAINTENANCE AND REPAIRS AFTER DAMAGE

SECTION 23 - Maintenance and Repairs to Unit

- (a) Each Owner shall maintain his Unit and, subject to the provisions of this Declaration and section 123 of the Act, each Owner shall repair his Unit after damage, all at his own expense.
- (b) Notwithstanding anything hereinbefore provided to the contrary, 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 such Owner to so maintain and repair his Unit, save and except for any such damages the cost of repairing which may be recovered under any policy of insurance held by the Corporation.
- (c) The Corporation shall make any repairs that an Owner is obligated to make and that he does not make within a reasonable time after damage occurs, and the Corporation may perform any maintenance that an Owner is obligated to perform and that he does not perform within a reasonable time. In such event, an Owner shall be deemed to have consented to having maintenance and/or repairs done to his Unit by the Corporation. The Owner shall reimburse the Corporation in full for the cost of such maintenance and/or repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such maintenance and/or repairs, and all such costs shall bear interest at the rate of four (4%) per cent per annum above the prime lending rate charged by the Corporation's Bank to its best risk commercial customers, until paid. The Corporation may collect such costs 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 written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and recoverable as such.
- (d) In addition to the requirements of Section 123 of the Act, which are imposed upon the Corporation when the building has been substantially damaged, the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any Unit, notice that substantial damage has occurred to the property, along with notice of any meeting requisitioned by the Owners pursuant to Section 123.

SECTION 24 - Maintenance and Repairs to Common Elements

- (a) Except as otherwise provided herein, the Corporation shall maintain and repair, after damage, the common elements. This duty to maintain and repair shall extend to all doors which provide access to the Units and all windows (except maintenance to the interior surface thereof, and exterior surfaces which are accessible by any balcony or terrace the responsibility for which shall remain with the affected Unit Owner).
- (b) Each Owner enjoying exclusive use of any balcony or terrace shall be solely responsible for the maintenance and non-structural repair of such area, subject to the overall direction of the board.
- (c) Every Owner from time to time shall forthwith reimburse the Corporation for repairs to and replacement of windows and doors (including the locks relating thereto) serving his Unit, and for repairs to any part of the common elements caused by his negligence or intentional misconduct or that of the residents, tenants, invitees or licensees of his Unit, or members of his family, to the extent that such costs may not be recovered under any policy of insurance held by the Corporation without inordinately increasing the premium payable for such insurance as determined by the board in its sole discretion.
- (d) Each Owner enjoying exclusive use of any balcony or terrace the exclusive use of which has been designated to such Unit Owner by the Declaration, shall allow access upon the Corporation's request at all reasonable times to the Corporation, or to any of its servants, agents or contractors for the purpose of facilitating any repair or maintenance of the property which is the Corporation's duty to repair or maintain.

PART EIGHT - INSURANCE

SECTION 25 - Insurance Maintained by the Corporation

- (a) **Property Insurance**
The Corporation shall obtain and maintain insurance, on its own behalf and on behalf of the Owners, for damage to the Units (except for any improvements made or acquired by the Owners), common elements and personal property owned by the Corporation (excluding furnishings, furniture or other personal property supplied or installed by the Owners) that is caused by major perils as defined in the Act, and insurance against such other perils or events as the board may from time to time deem advisable, in an amount equal to the full replacement cost of such real and personal property, and such Units, without deduction for depreciation. This insurance may be subject to a loss deductible clause, which may vary in respect of the various perils insured against as advised by the Corporation's insurance advisors or managing agent.
- (b) **Other Insurance**
The Corporation shall obtain and maintain insurance against its liability resulting from a breach of duty as occupier of the common elements or land that the Corporation holds as an asset, and insurance against its liability arising from its ownership, use or operation, by or on its behalf, of boilers, machinery, pressure vessels and motor vehicles.
- (c) **General Provisions re Policies of Insurance**
Such policy or policies of insurance will insure the interest of the Corporation and the Owners from time to time, as their respective interests may appear, with mortgage endorsements which shall be subject to the provisions of this Declaration and the Easement and Cost Sharing Agreements and shall contain the following provisions:
 - (i) waivers of subrogation against the Corporation, its managers, agents, employees and servants, and against the Unit Owners and any resident, tenant, invitee or licensee of a Unit, and as otherwise required or modified by any one or both of the Easement and Cost Sharing Agreements and in any event excluding damage arising out of arson and fraud caused by any one of the above;
 - (ii) such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days' written notice sent by registered mail to all parties whose interests appear thereon, and to the Corporation, and to any first mortgagee who has charges on more than twenty-five (25%) per cent of the Units;
 - (iii) waivers of any defence based on co-insurance or of invalidity arising from any act or omission, or breach of a statutory condition, by any insured;
 - (iv) provision that the same shall be primary insurance in respect to any other insurance carried by the Owner;

- (v) waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the property is terminated pursuant to the Act, which provision shall not be required to be contained in the Corporation's policy referred to in Section 25(b) above.

SECTION 26 - General Provisions Regarding the Condominium Insurance

- (a) Prior to obtaining any policy or policies of insurance under this Part, save for the Corporation's policy referred to in Section 25(b) above, or any renewal or renewals thereof, or at such other times as the board may deem advisable, and also upon the request of the mortgagee or mortgagees holding mortgages on 50% or more of the residential dwelling Units, the board shall, (unless it is satisfied that its current appraisal of the full replacement cost of the property is sufficient for its purposes) 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 effected pursuant thereto, and the costs of such appraisals shall be a common expense. In this regard, the board can rely on the appraisal obtained pursuant to any one or both of the Easement and Cost Sharing Agreements with respect to the property covered by such appraisal and provided that no appraisal shall be necessary for the period prior to the turnover meeting required to be held pursuant to the Act, with respect to the initial policy or policies placed by the Declarant.
- (b) Save as set forth herein or save as set forth in any one or both of the Easement and Cost Sharing Agreements, 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, and must do so if provided in any one or both of the Easement and Cost Sharing Agreements.
- (c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage. 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 to matters at meetings of Owners, if the mortgage itself contains such a provision, and shall also be read without prejudice to the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired or replaced.
- (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each Owner and mortgagee who has notified the Corporation of his interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner, and renewal certificates or certified copies of new insurance policies shall be furnished to each mortgagee who has notified the Corporation of his interest in any Unit, no later than ten (10) days before the expiry of any current insurance policy. The master policies for any insurance coverage maintained by the Corporation shall be kept by the Corporation in its offices, available for inspection by an Owner or mortgagee or other insured 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 or for the Corporation, or to direct that loss shall be payable in any manner other than as provided in this Declaration.

SECTION 27 - Indemnity Insurance

The Corporation, no earlier than the date of the turnover meeting held pursuant to Section 43 of the Act, shall (and prior thereto may at its option) obtain and maintain insurance for the benefit of directors and officers of the Corporation, in order to indemnify them against any liability, cost, charge or expense (the "liabilities") incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against liabilities incurred as a result of a contravention of Section 37(1) of the Act.

SECTION 28 - Insurance Maintained by the Individual Unit Owners

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 shall be obtained, 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 to his Unit that do not form part of the standard unit for the class of Unit to which the Unit belongs, including but not limited to, furnishings, fixtures, equipment, decorating and personal property, chattels and inventory 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. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees and servants, and against the other Owners and any tenants, invitees or licensees of such other Units, except for any damage arising from vehicle impact, arson and fraud caused or contributed by any of the above.

- (b) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of his Unit, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
- (c) Insurance covering additional living expenses incurred by an Owner if forced to leave his Unit by one of the hazards protected against under the Owner's personal property.
- (d) Insurance covering special assessments levied against an Owner's Unit by the Corporation.

SECTION 29 - Indemnification by Owners

Each Owner shall indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer or incur resulting from or caused by any act or omission of such Owner, or any resident, tenant, invitee or licensee of his Unit, to or with respect to the common elements or to any Unit or any part of the Building, except for any loss, costs, damage, injury or liability insured against by the Corporation and for which insurance proceeds are in fact payable. Each Owner shall also indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer by reason of any breach of any Rules or by-laws in force from time to time by any Owner, his family, guests, tenants, licensees, invitees, customers or occupants of his Unit. All payments to be made by any Owner pursuant to this Section are deemed to be additional contributions toward the common expenses payable by such Owner, and are allocated and recoverable as such.

PART NINE - DUTIES OF THE CORPORATION

SECTION 30 - Duties

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

- (a) to enter into or assume the Easement and Cost Sharing Agreements and to comply with all of the covenants, conditions, restrictions, agreements, obligations, terms and provisions contained therein and/or registered against the Property, in addition to any requirements set forth in the Act, the Declaration, by-laws or Rules of the Corporation;
- (b) the Corporation shall provide or cause to be provided in accordance with the terms of the Easement and Cost Sharing Agreement, all services required to allow the Exterior Landscaped Areas and Facilities, Pedestrian Walkways, Pedestrian Bridge, Garage Ramps, Green Roofs, Outdoor Roadways, Shared Systems, Project Parking Units and the Shared Elevators to operate or be used in accordance with their permitted uses during those times in which the said facilities will operate or ordinarily be used. The Corporation shall provide or cause to be provided all services required to allow the Parks to operate or be used in accordance with in accordance with the terms of the Easement and Cost Sharing Agreement and the Development Agreements;
- (c) to enter into, assume, abide by and comply with the terms and provisions of the Development Agreements and all easements registered on title to the Property, or any portion(s) thereof;
- (d) the Corporation shall provide or cause to be provided in accordance with the terms of the Easement and Cost Sharing Agreement #3, all services required to allow the Shared Recreational Areas to operate or be used in accordance with their permitted uses during those times in which the said Shared Recreational Areas will operate or ordinarily be used;
- (e) to enter into, assume, abide by and comply with the terms and provisions of all agreements registered on title to the Lands and any subdivision, encroachment, condominium, site plan, development, maintenance, easement and continuing indemnity agreement or similar agreements (as well enter into a formal assumption agreement with the City of Markham or other governmental authorities relating thereto, if so required by the City of Markham or other governmental authorities);
- (f) to grant (or assume the obligations of the owner of the Lands if same has been entered into prior to the registration of the Declaration), immediately after the registration of this Declaration, if required, an easement(s) in perpetuity in favour of utility suppliers, telecommunication service providers and/or cable television operators over, under, upon, across and through the Property or any part(s) thereof, for the purposes of facilitating the marketing, promotion, construction, installation, access, operation, maintenance and/or repair of utility, telecommunication services or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities, telecommunication services and cable television service to the Units and common elements, and if so requested by the grantees of such easements, to enter into and abide by the terms and provisions of an agreement(s) (or immediately after the registration of this Declaration assume the obligations of the owner of the Lands if such agreement(s) has been entered into prior to the registration of the Declaration) with the utility, telecommunication and/or cable television supplier pertaining to access to the Building and Lands and/or pertaining to the provision of their services to the Units and common elements and for such purposes shall enact such by-laws as may be required to sanction the foregoing;

- (g) to ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Unit Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the common elements of this Corporation for its marketing/sale/construction programs in connection with this condominium or the adjacent lands, as more particularly set out in the foregoing provisions of this Declaration;
- (h) to take all reasonable steps to collect from each Unit Owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the Owner has defaulted in the payment of common expenses;
- (i) if necessary, as determined by the Declarant in its sole, absolute and unfettered discretion, to execute an agreement or agreements for the purchase of electricity from a local distribution company, an independent energy retailing company or from a company that measures/meters electricity consumption or another company, and to abide by and fulfill all the terms, provisions, covenants and warranties contained therein, such agreement or agreements to be in such form as may be determined by the Declarant in its sole, absolute and unfettered discretion;
- (j) the Corporation shall fully co-operate with the Declarant in order for the Declarant to fulfill its obligations pursuant to the Ontario New Home Warranties Plan Act, the regulations made pursuant thereto and all related directives and requirements, including, without limitation, all Builder Bulletins (collectively the "ONHWP Act"). The Corporation shall comply with all of its obligations pursuant to the ONHWP Act and as required by Tarion, all without delay. The Corporation shall provide the Declarant and its contractors with reasonable access to the Property and the Building during regular business hours to complete any repairs mandated by the ONHWP Act and the Corporation shall forthwith and without charge execute and deliver all documentation required pursuant to the ONHWP Act, by Tarion and as required by the Declarant in order to commence, complete and document the processes and documentation required by Tarion and the ONHWP Act;
- (k) to purchase the Guest Suite Unit from the Declarant in accordance with the terms set out herein;
- (l) to purchase the Super's Unit from the Declarant in accordance with the terms set out herein;
- (m) to enter into and/or assume the Maintenance, Easement and Continuing Indemnity Agreement (the "City Agreement") with the City of Markham relating to, inter alia, the Parks, and to abide by and comply with the terms and provisions of the City Agreement, and upon entering into or assuming said City Agreement the Corporation shall indemnify and save harmless the Declarant from and against all liabilities, debts, obligations, of any kind and nature arising from or related to said City Agreement;
- (n) if required, as determined by the Declarant in its sole, absolute and unfettered discretion, to assume the easement registered in the Land Registry Office for York Region as Instrument YR2071236 and the easements registered on title to the Lands, and to abide by and comply with the terms and provisions of the easement registered in the Land Registry Office for York Region as Instrument YR2071236 and all of the easements registered on title to the Lands, and the Corporation shall indemnify and save harmless the Declarant from and against all liabilities, debts, obligations, of any kind and nature arising from or related to said easements; and
- (o) to take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration.

PART TEN - GENERAL MATTERS

SECTION 31 - Rights of Entry

- (a) The Corporation, or any insurer of the property or any part thereof, their respective agents, employees or authorized representatives, and any other person authorized by the board, shall be entitled to enter any Unit 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, carrying out any duty imposed upon it by the Corporation, or to perform the objects and duties of the Corporation or to exercise the powers of the Corporation, or in order to exercise any right, remedy or privilege any one of them may have pursuant to any one or both of the Easement and Cost Sharing Agreements or to carry out any duty imposed by such agreements or such other obligations that bind the Corporation.
- (b) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter any Unit at any time without notice, for the purpose of repairing the Unit or the common elements or for the purpose of correcting any condition which might result in damage or loss to the property or any assets of the Corporation. The Corporation or anyone authorized by it may determine whether such an emergency exists.

- (c) If any Owner, resident or tenant of a Unit shall not be personally present to grant entry to such Unit to such person mentioned in subparagraph 31(b), the Corporation, or any person authorized by the Corporation, any of their agents or employees, may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.
- (d) The Corporation shall retain a master key to all locks to all Units and exclusive use areas. No Owner, resident, or tenant shall change any lock or place any additional locks on the doors to any Unit or in the Unit or to the garage or to any part of the common elements of which such Owner, resident or tenant has the exclusive use without all such locks being on the Corporation's master key system.
- (e) The rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care or supervision of any Unit except as specifically provided in the Declaration or the by-laws.

SECTION 32 - Owner's Default

If any Owner of a Unit fails to pay the Corporation any amount (the "Amount") of money required to be paid pursuant to this Declaration that may not be a common expense, the Corporation's by-laws and/or Rules or otherwise when required, then in addition to any other rights, powers or remedies available to the Corporation at common law, by statute, or in equity, the Corporation shall be entitled to:

- (a) charge and levy interest against such Owner (hereinafter referred to as the "Defaulting Owner") in respect of such unpaid Amount and on all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same, including all legal expenses incurred by the Corporation on a solicitor-and-his/her-own-client basis, at a rate equal to 24% per annum, calculated monthly, not in advance, with interest on the unpaid Amount commencing to accrue from and after the date which the Amount is due and payable and with interest on all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from and after the respective dates that the Corporation incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid; and
- (b) maintain and enforce a lien against the Defaulting Owner's Unit(s), as security for the payment of the Amount (hereinafter referred to as the "Lien") and all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same together with all outstanding interest accruing thereon as aforesaid, with the Lien being enforceable by the Corporation in the same manner, and to the same extent, as a real property mortgage or charge, and with all the powers, rights and remedies inherent in (or available to) a mortgagee or chargee when a mortgage or charge of real estate is in default, pursuant to the provisions of The Mortgages Act R.S.O. 1990 as amended and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Registrar requires the Corporation, as a prerequisite to the registration and/or enforcement of Lien, to apply to a court of competent jurisdiction of any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same and Defaulting Owner shall for all purposes be deemed to have consented to any such application by the Corporation, and concomitantly, the Defaulting Owner shall be forever barred and estopped from bringing or instituting any action, suit, claim or other proceeding to defend, defeat, hinder or delay any such application by the Corporation or the maintenance and enforcement of the Lien by the Corporation.

SECTION 33 - Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of this Declaration.

SECTION 34 - Waiver

The failure to take action to enforce any provision contained in the Act, the Declaration, any one or both of the Easement and Cost Sharing Agreements, the by-laws or the Rules of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor shall same be deemed to abrogate or waive any such provision.

SECTION 35 - Notice

Except as provided in the Act or as hereinbefore set forth, any notice, direction or other instrument required to be given shall be given as follows:

1. Method of giving notice: Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation, shall be sufficiently

given if delivered personally to the person to whom it is to be given or if delivered to the address noted in the record, or if mailed by prepaid ordinary mail in a sealed envelope addressed to him at such address or if sent by means of wire or wireless or any other form of transmitted or recorded communication, to such address or, where such notice is required to be given to a Unit Owner, delivered to the Owner's Unit or at the mailbox of the Unit unless, the Corporation has received a written request from such Owner that the notice not be given in this manner, or the address for service that appears in the record is not the address of the Unit of the Owner. Any notice, communication or other document to be given by the Corporation to any other person entitled to notice and who is not an Owner shall be given or delivered to such person in the manner aforesaid to the address shown for him on the record. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box and notice sent by any means of wire or wireless or any other form of transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.

2. Notice to the Board or Corporation: Any notice, communication or other document to be given to the Board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.
3. Omissions and Errors: 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 held pursuant to such notice or otherwise founded thereon.

If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the third (3rd) business day following the day on which it was mailed.

SECTION 36 - Construction of Declaration

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

SECTION 37 - Warning Clauses

Warning: Canadian National Railway Company or its assigns or successors in interests has or have a rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwellings. CNR will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way.

The Purchaser and/or Leasee specially acknowledges and agrees that the proximity of the development of the lands municipally known as 7161/7171 Yonge Street to TTC transit operations may result in noise, vibration, electromagnetic interference, stray current, smoke and particulate matter, transmissions (collectively referred to as "Interferences") to the Development and despite the inclusion of control features within the Development, Interferences from transit operations may continue to be of concern, occasionally interfering with some activities of the occupants in the Development. Notwithstanding the above, the Purchaser and/or Leasee agrees to release and save harmless the City of Toronto and the Toronto Transit Commission from all claims, losses, judgments or actions arising or resulting from any and all Interferences. Furthermore the Purchaser and/or Leasee acknowledges and agrees that an electromagnetic, stray current and noise-warning clause similar to the one contained herein shall be inserted into any succeeding lease, sublease or sales agreement, and that this requirement shall be binding not only on the parties hereto but also their respective successors and assigns and shall not die with the closing of the transaction.

The Purchaser and/or Leasee specially acknowledges and agrees that the proximity of the development of the lands municipally known as 7165/7167 Yonge Street to TTC transit operations may result in noise, vibration, electromagnetic interference, stray current, smoke and particulate matter, transmissions (collectively referred to as "Interferences") to the Development and despite the inclusion of control features within the Development, Interferences from transit operations may continue to be of concern, occasionally interfering with some activities of the occupants in the Development. Notwithstanding the above, the Purchaser and/or Leasee agrees to release and save harmless the City of Toronto and the Toronto Transit Commission from all claims, losses, judgments or actions arising or resulting from any and all Interferences. Furthermore the Purchaser and/or Leasee acknowledges and agrees that an electromagnetic, stray current and noise-warning clause similar to the one contained herein shall be inserted into any succeeding lease, sublease or sales agreement, and that this requirement shall be binding not only on the parties hereto but also their respective successors and assigns and shall not die with the closing of the transaction.

The City of Markham shall not assume responsibility for the future maintenance or replacement of the internal streets and all underground services unless otherwise explicitly stated in the Site Plan Control Agreement pursuant of clause 19(w) of the Site Plan Control Agreement.

SECTION 38 - Non-Objection

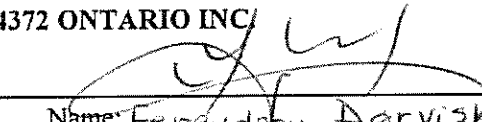
The Corporation acknowledges receipt of notice from the Declarant that the Declarant or a company (or other entity) related, associated or affiliated with the Declarant, or any entity or person with the consent of the Declarant, may apply for re-zonings, severances, part lot control exempting by-laws, minor variances or official plan amendments with respect to the lands adjacent to or near the Lands and the Corporation, the Corporation's successors and assigns, shall consent to any such application and agrees that this paragraph may be pleaded as a bar to any objection by the Corporation to such re-zonings, severances, part lot control exempting by-laws, minor variances or official plan amendments. The Corporation further acknowledges that the Declarant or a company (or other entity) related, associated or affiliated with the Declarant, or any entity or person with the consent of the Declarant, may make any such application without any further notice to the Corporation or the Corporation's successors and assigns. The Declarant shall have the right to remove any objection(s) made by the Corporation, the Corporation's successors and assigns, with respect to any such application and the Corporation shall reimburse the Declarant for all legal fees, expenses and costs that it incurs as a result of such objection(s).

SECTION 39 - Headings

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

DATED in the City of Markham, and in the Province of Ontario this 24th day of August, 2015.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hand of its proper signing officer duly authorized in that behalf.

1834372 ONTARIO INC
Per: 
Name: Feraydoun Darvish
Title: A.S.O.

I have authority to bind the Corporation.

SCHEDULE "A"

In the City of Markham, Regional Municipality of York in the Province of Ontario, being part of Lot 18, Registrar's Compiled Plan 10327, designated as Parts 16, 17, 18, 19 and 20, Plan 65R-35223, Land Titles Division of York Region (No. 65), being part of PIN No. 03021-0338, hereinafter referred to as the "Building B1-B2 Lands".

The condominium corporation to be created on the Building B1-B2 Lands is herein referred to as the "Corporation".

SUBJECT TO an easement in favour of the Canadian National Railway Company over the Building B1-B2 Lands for the purposes as set out in Instrument No. YR2042139

SUBJECT TO a permanent surface easement over, along and upon that portion of the Common Elements of the Corporation designated as Parts 17 and 20, Plan 65R-35223 in favour of The Corporation of the City of Markham (for vehicular and pedestrian access) as set out in Inst No. YR2071236.

SUBJECT TO a permanent surface easement over, along and upon that portion of the Common Elements of the Corporation designated as Part 18, Plan 65R-35223 in favour of The Corporation of the City of Markham (for traffic signals) as set out in Inst No. YR2071234.

SUBJECT TO an easement in favour of Rogers Communications Inc. over the Building B1-B2 Lands for the purposes as set out in Instrument No. YR2329814.

SUBJECT TO an easement over, along and upon that portion of the Common Elements of the Corporation designated as Part 19, Plan 65R-35223 in favour of Powerstream Inc. as set out in Inst No. YR1891891.

SUBJECT TO a right of way or right in the nature of an easement in favour of York Region Standard Condominium Plan No. 1247, the owners thereof from time to time, their successors and assigns, permitted occupants, agents, invitees and those authorized by said owners over the Common Elements of the Corporation as set out in Inst No. YR 2087665 for the purposes of:

- (a) Effecting or facilitating the installation, maintenance, alteration, repair, replacement, reconstruction, service, inspection or operation of any installations or appurtenances (including but not limited to those portions of the outdoor exterior landscaped areas and open space areas on grade, paths, walkways and sidewalks, the green roof, the outdoor roadways, garage ramps, waterproofing membranes and shared systems including but not limited to the mechanical system(s) (BAS system), life safety system(s), security system(s), security video camera system(s), access system(s), fire panel(s), rainwater reduction system(s), glycol heating system(s) and heat pump system(s)) situated within the Building B1-B2 Lands benefiting the lands within York Region Standard Condominium Plan No. 1247;
- (b) Providing ingress and egress of persons, materials, vehicles and equipment necessary for the installation, maintenance, alteration, repair, replacement, reconstruction, service, inspection or operation of the buildings, and any utility or service and mechanical or electrical installations or appurtenances including, but not limited to, drainage, storm and sanitary sewers, water mains and pipes, insulation systems, electrical, hydro, telephone, television and cable conduits, cables and wires, transformers, gas mains and pipes, ventilation ducts or shafts, air-conditioning equipment, fire protection and control equipment, HVAC equipment, the outdoor exterior landscaped areas and open space areas on grade, paths, walkways and sidewalks, the green roof, the outdoor roadways, garage ramps, waterproofing membranes and shared systems including but not limited to the mechanical system(s) (BAS system), life safety system(s), security system(s), security video camera system(s), access system(s), fire panel(s), rainwater reduction system(s), glycol heating system(s) and heat pump system(s) and various other services and utilities, together with all appurtenances thereto situated within the Building B1-B2 Lands benefiting the lands within York Region Standard Condominium Plan No. 1247;
- (c) Maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, shear walls, footings, foundations, side and cross beams, supporting walls and the soil which support the buildings, installations and all other appurtenances thereto situated within the Building B1-B2 Lands benefiting the lands within York Region Standard Condominium Plan No. 1247;

- (d) Providing ingress and egress to the owner(s), their lessees, invitees and the general public to the emergency stairwell exits from the underground parking garage and to the outdoor pedestrian walkways and roadways situated within the Building B1-B2 Lands;
- (e) Allowing vehicular access through and egress from the roadways, driveways, drive aisles and ramps situated within the Building B1-B2 Lands in order to have access to and egress from the lands within York Region Standard Condominium Plan No. 1247.

SUBJECT TO a right of way or right in the nature of an easement in favour of York Region Standard Condominium Plan No. 1271, the owners thereof from time to time, their successors and assigns, permitted occupants, agents, invitees and those authorized by said owners over the Common Elements of the Corporation as set out in Inst No. YR 2210336 for the purposes of:

- (a) Effecting or facilitating the installation, maintenance, alteration, repair, replacement, reconstruction, service, inspection or operation of any installations or appurtenances (including, but not limited to, those portions of the drainage, storm and sanitary sewer system, sumps and pipes, water main system and pipes, insulation systems, electrical, hydro, telephone, television systems and associated cable conduits, cables, wires and lines, transformers, gas mains and pipes, ventilation ducts or shafts, air-conditioning equipment, fire protection and control equipment, HVAC equipment, garage ventilation system, the outdoor exterior landscaped areas and open space areas on grade, paths, walkways and sidewalks, the outdoor roadways, garage ramps, waterproofing membranes, Shared Recreational Areas and shared systems including but not limited to the Shared Servicing Systems, mechanical system(s) (BAS system), life safety system(s), security system(s), security video camera system(s), access system(s), fire panel(s), rainwater reduction system(s), glycol heating system(s) and heat pump system(s) and various other services and utilities, together with all appurtenances thereto) situated within the Building B1-B2 Lands benefiting the lands within York Region Standard Condominium Plan No. 1271;
- (b) Providing ingress and egress of persons, materials, vehicles and equipment necessary for the installation, maintenance, alteration, repair, replacement, reconstruction, service, inspection or operation of the buildings, and any utility or service and mechanical or electrical installations or appurtenances (including, but not limited to, drainage, storm and sanitary sewer system, sumps and pipes, water main system and pipes, insulation systems, electrical, hydro, telephone, television systems and associated cable conduits, cables, wires and lines, transformers, gas mains and pipes, ventilation ducts or shafts, air-conditioning equipment, fire protection and control equipment, HVAC equipment, garage ventilation system, the outdoor exterior landscaped areas and open space areas on grade, paths, walkways and sidewalks, the outdoor roadways, garage ramps, waterproofing membranes, Shared Recreational Areas and shared systems including but not limited to the Shared Servicing Systems, mechanical system(s) (BAS system), life safety system(s), security system(s), security video camera system(s), access system(s), fire panel(s), rainwater reduction system(s) and various other services and utilities, together with all appurtenances thereto) situated within the Building B1-B2 Lands benefiting the lands within York Region Standard Condominium Plan No. 1271;
- (c) Maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, shear walls, footings, foundations, side and cross beams, supporting walls and the soil which support the buildings, installations and all other appurtenances thereto situated within the Building B1-B2 Lands benefiting the lands within York Region Standard Condominium Plan No. 1271;
- (d) Providing ingress and egress to the owner(s), their lessees, invitees and the general public to the emergency stairwell exits from the underground parking garage and to the outdoor pedestrian walkways and roadways situated within Building B1-B2 Lands benefiting the lands within York Region Standard Condominium Plan No. 1271;

SUBJECT TO a right of way or right in the nature of an easement in favour of York Region Standard Condominium Plan No. 1271, the owners thereof from time to time, their successors and assigns, permitted occupants, agents, invitees and those authorized by said owners over the Common Elements on Levels 1, A, B and C of the Corporation for the purpose of allowing pedestrian and vehicular access through and egress from the roadways, driveways, drive aisles and ramps located thereon in order to have access to and egress from York Region Standard Condominium Plan No. 1271 as set out in Inst No. YR 2210336;

SUBJECT TO a right of way or right in the nature of an easement in favour of York Region Standard Condominium Plan No. 1271, the owners thereof from time to time, their successors and assigns, permitted occupants, agents, invitees and those authorized by said owners over the Common Elements of Level A of the Corporation for the purpose of ingress and egress through the said Level A and for the use of the Compactor/Garbage Holding Area located on Level A within the Corporation benefiting York Region Standard Condominium Plan No. 1271 as set out in Inst No. YR 2210336;

SUBJECT TO a right of way or right in the nature of an easement in favour of the York Region Standard Condominium Plan No. 1271, the owners thereof from time to time, their successors and assigns, permitted occupants, agents, invitees and those authorized by said owners over the Common Elements of Levels 1, 2 and 3 the Corporation for the purpose of providing pedestrian ingress and egress appropriate for the reasonable use and enjoyment by the owners of a residential dwelling unit(s) in the building on York Region Standard Condominium Plan No. 1271 and their family members (who reside in the residential dwelling unit(s)), guests, tenants and invitees, to the indoor pool, whirlpool, saunas, change rooms, exercise room, two party/multi-function rooms, cards room, outdoor greenroof terrace with barbeque area and billiards room (hereinafter referred to as the Shared Recreational Areas in Building B1-B2) located on the third floor (Level 3) of Building B1-B2 within the Corporation and over the Common Elements of Levels 1, 2 and 3 the Corporation as is necessary for said persons to gain access to and egress from said Shared Recreational Areas in Building B1-B2 situated within the Corporation, benefiting York Region Standard Condominium Plan No. 1271. Such Shared Recreational Areas in Building B1-B2 are to be used and enjoyed in common with the owners of a residential dwelling unit(s) in York Region Standard Condominium Plan No. 1271 and their family members (who reside in the residential dwelling unit(s)), guests, tenants and invitees, as set out in Inst. No YR2210336;

SUBJECT TO a right of way or right in the nature of an easement in favour of York Region Standard Condominium Plan No. 1279, the owners thereof from time to time, their successors and assigns, permitted occupants, agents, invitees and those authorized by said owners over the Common Elements of the Corporation as set out in Inst. No YR 2246619 for the purposes of:

- (a) Effecting or facilitating the installation, maintenance, alteration, repair, replacement, reconstruction, service, inspection or operation of any installations or appurtenances (including, but not limited to, those portions of the drainage, storm and sanitary sewer system, sumps and pipes, water main system and pipes, insulation systems, electrical, hydro, telephone, television systems and associated cable conduits, cables, wires and lines, transformers, gas mains and pipes, ventilation ducts or shafts, air-conditioning equipment, fire protection and control equipment, HVAC equipment, garage ventilation system, the outdoor exterior landscaped areas and open space areas on grade, paths, walkways and sidewalks, the outdoor roadways, garage ramps, waterproofing membranes and shared systems including but not limited to the mechanical system(s) (BAS system), life safety system(s), security system(s), security video camera system(s), access system(s), fire panel(s), rainwater reduction system(s) and various other services and utilities, together with all appurtenances thereto) situated within the Building B1-B2 Lands benefiting the lands within York Region Standard Condominium Plan No. 1279;
- (b) Providing ingress and egress of persons, materials, vehicles and equipment necessary for the installation, maintenance, alteration, repair, replacement, reconstruction, service, inspection or operation of the buildings, and any utility or service and mechanical or electrical installations or appurtenances (including, but not limited to, drainage, storm and sanitary sewer system, sumps and pipes, water main system and pipes, insulation systems, electrical, hydro, telephone, television systems and associated cable conduits, cables, wires and lines, transformers, gas mains and pipes, ventilation ducts or shafts, air-conditioning equipment, fire protection and control equipment, HVAC equipment, garage ventilation system, the outdoor exterior landscaped areas and open space areas on grade, paths, walkways and sidewalks, the outdoor roadways, garage ramps, waterproofing membranes and shared systems including but not limited to the mechanical system(s) (BAS system), life safety system(s), security system(s), security video camera system(s), access system(s), fire panel(s), rainwater reduction system(s) and various other services and utilities, together with all appurtenances thereto) situated within the Building B1-B2 Lands benefiting the lands within York Region Standard Condominium Plan No. 1279;

- (c) Maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, shear walls, footings, foundations, side and cross beams, supporting walls and the soil which support the buildings, installations and all other appurtenances thereto situated within the Building B1-B2 Lands benefiting the lands within York Region Standard Condominium Plan No. 1279;
- d) Providing ingress and egress to the owner(s), their lessees, invitees and the general public to the emergency stairwell exits from the underground parking garage and to the outdoor pedestrian walkways and roadways situated within the Building B1-B2 Lands benefiting the lands within York Region Standard Condominium Plan No. 1279;

SUBJECT TO a right of way or right in the nature of an easement in favour of York Region Standard Condominium Plan No. 1279, the owners thereof from time to time, their successors and assigns, permitted occupants, agents, invitees and those authorized by said owners over Level A of the Corporation for the purpose of ingress and egress through the said Level A and for the use of the Compactor/Garbage Holding Area located on the said Level A within the Corporation benefiting the lands within York Region Standard Condominium Plan No. 1279 as set out in Inst. No YR 2246619;

SUBJECT TO a right of way or right in the nature of an easement in favour of York Region Standard Condominium Plan No. 1285, the owners thereof from time to time, their successors and assigns, permitted occupants, agents, invitees and those authorized by said owners over the Common Elements of the Corporation the Building B1-B2 Lands as set out in Inst No. YR2286871 for the purposes of:

- (a) Effecting or facilitating the installation, maintenance, alteration, repair, replacement, reconstruction, service, inspection or operation of any installations or appurtenances (including, but not limited to, those portions of the drainage, storm and sanitary sewer system, sumps and pipes, water main system and pipes, insulation systems, electrical, hydro, telephone, television systems and associated cable conduits, cables, wires and lines, transformers, gas mains and pipes, ventilation ducts or shafts, air-conditioning equipment, fire protection and control equipment, HVAC equipment, garage ventilation system, the outdoor exterior landscaped areas and open space areas on grade, paths, walkways and sidewalks, the outdoor roadways, garage ramps, waterproofing membranes, shared systems including but not limited to the Shared Servicing Systems, mechanical system(s) (BAS system), life safety system(s), security system(s), security video camera system(s), access system(s), fire panel(s), rainwater reduction system(s) and various other services and utilities, together with all appurtenances thereto) situated within the Building B1-B2 Lands benefiting the lands within York Region Standard Condominium Plan No. 1285;
- (b) Providing ingress and egress of persons, materials, vehicles and equipment necessary for the installation, maintenance, alteration, repair, replacement, reconstruction, service, inspection or operation of the buildings, and any utility or service and mechanical or electrical installations or appurtenances (including, but not limited to, drainage, storm and sanitary sewer system, sumps and pipes, water main system and pipes, insulation systems, electrical, hydro, telephone, television systems and associated cable conduits, cables, wires and lines, transformers, gas mains and pipes, ventilation ducts or shafts, air-conditioning equipment, fire protection and control equipment, HVAC equipment, garage ventilation system, the outdoor exterior landscaped areas and open space areas on grade, paths, walkways and sidewalks, the outdoor roadways, garage ramps, waterproofing membranes, shared systems including but not limited to the Shared Servicing Systems, mechanical system(s) (BAS system), life safety system(s), security system(s), security video camera system(s), access system(s), fire panel(s), rainwater reduction system(s) and various other services and utilities, together with all appurtenances thereto) situated within the Building B1-B2 Lands benefiting the lands within York Region Standard Condominium Plan No. 1285;
- (c) Maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, shear walls, footings, foundations, side and cross beams, supporting walls and the soil which support the buildings, installations and all other appurtenances thereto situated within the Building B1-B2 Lands benefiting the lands within York Region Standard Condominium Plan No. 1285;

- (d) Providing ingress and egress to the owner(s), their lessees, invitees and the general public to the emergency stairwell exits from the underground parking garage and to the outdoor pedestrian walkways and roadways situated within Building B1-B2 Lands benefiting the lands within York Region Standard Condominium Plan No. 1285;

TOGETHER WITH a right of way or right in the nature of an easement in favour the Building B1-B2 Lands, the owners thereof from time to time, their successors and assigns, permitted occupants, agents, invitees and those authorized by said owners over the Common Elements of York Region Standard Condominium Plan No. 1247 as set out in Inst No. YR 2087665 for the purposes of:

- (a) Effecting or facilitating the installation, maintenance, alteration, repair, replacement, reconstruction, service, inspection or operation of any installations or appurtenances (including but not limited to those portions of the outdoor exterior landscaped areas and open space areas on grade, paths, walkways and sidewalks, the green roof, the outdoor roadways, garage ramps, waterproofing membranes and shared systems including but not limited to the mechanical system(s) (BAS system), life safety system(s), security system(s), security video camera system(s), access system(s), fire panel(s), rainwater reduction system(s), glycol heating system(s) and heat pump system(s)) situated within the Common Elements of York Region Standard Condominium Plan No. 1247 benefiting the Building B1-B2 Lands;
- (b) Providing ingress and egress of persons, materials, vehicles and equipment necessary for the installation, maintenance, alteration, repair, replacement, reconstruction, service, inspection or operation of the buildings, and any utility or service and mechanical or electrical installations or appurtenances including, but not limited to, drainage, storm and sanitary sewers, water mains and pipes; insulation systems, electrical, hydro, telephone, television and cable conduits, cables and wires, transformers, gas mains and pipes, ventilation ducts or shafts, air-conditioning equipment, fire protection and control equipment, HVAC equipment, the outdoor exterior landscaped areas and open space areas on grade, paths, walkways and sidewalks, the green roof, the outdoor roadways, garage ramps, waterproofing membranes and shared systems including but not limited to the mechanical system(s) (BAS system), life safety system(s), security system(s), security video camera system(s), access system(s), fire panel(s), rainwater reduction system(s), glycol heating system(s) and heat pump system(s) and various other services and utilities, together with all appurtenances thereto situated within the Common Elements of York Region Standard Condominium Plan No. 1247 benefiting the Building B1-B2 Lands.
- (c) Maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, shear walls, footings, foundations, side and cross beams, supporting walls and the soil which support the buildings, installations and all other appurtenances thereto situated within the Common Elements of York Region Standard Condominium Plan No. 1247 benefiting the Building B1-B2 Lands;
- (d) Providing ingress and egress to the owner(s), their lessees, invitees and the general public to the emergency stairwell exits from the underground parking garage and to the outdoor pedestrian walkways and roadways situated within the Common Elements of York Region Standard Condominium Plan No. 1247;

TOGETHER WITH a right of way or right in the nature of an easement in favour of the Building B1-B2 Lands, the owners thereof from time to time, their successors and assigns, permitted occupants, agents, invitees and those authorized by said owners over the Common Elements on Levels 1, A, B and C of York Region Standard Condominium Plan No. 1247 for the purpose of allowing vehicular access through and egress from the roadways, driveways, drive aisles and ramps in order to have access to and egress from the Building B1-B2 Lands as set out in Inst. No. YR 2087665.

TOGETHER WITH a right of way or right in the nature of an easement in favour of the Building B1-B2 Lands, the owners thereof from time to time, their successors and assigns, permitted occupants, agents, invitees and those authorized by said owners, over the Common Elements on Level A of York Region Standard Condominium Plan No. 1247 for the purposes of providing ingress and egress to the said owner(s) and their lessees for the transport of garbage to the Compactor/Garbage Holding Area located on the P1 floor of Building B1-B2 within the Building B1-B2 Lands as set out in Inst. No. YR 2087665.

TOGETHER WITH a right of way or right in the nature of an easement in favour of the Building B1-B2 Lands, the owners thereof from time to time, their successors and assigns, permitted occupants, agents, invitees and those authorized by said owners over the Common Elements of York Region Standard Condominium Plan No. 1271 as set out in Inst No. YR 2210336 for the purposes of:

- (a) Effecting or facilitating the installation, maintenance, alteration, repair, replacement, reconstruction, service, inspection or operation of any installations or appurtenances (including, but not limited to, those portions of the drainage, storm and sanitary sewer system, sumps and pipes, water main system and pipes, insulation systems, electrical, hydro, telephone, television systems and associated cable conduits, cables, wires and lines, transformers, gas mains and pipes, ventilation ducts or shafts, air-conditioning equipment, fire protection and control equipment, HVAC equipment, garage ventilation system, the outdoor exterior landscaped areas and open space areas on grade, paths, walkways and sidewalks, the outdoor roadways, garage ramps, waterproofing membranes, shared recreational areas and shared systems including but not limited to the Shared Servicing Systems, mechanical system(s) (BAS system), life safety system(s), security system(s), security video camera system(s), access system(s), fire panel(s), rainwater reduction system(s) and various other services and utilities, together with all appurtenances thereto) situated within the lands of York Region Standard Condominium Plan No. 1271 benefiting the Building B1-B2 Lands;
- (b) Providing ingress and egress of persons, materials, vehicles and equipment necessary for the installation, maintenance, alteration, repair, replacement, reconstruction, service, inspection or operation of the buildings, and any utility or service and mechanical or electrical installations or appurtenances including, but not limited to, drainage, storm and sanitary sewer system, sumps and pipes, water main system and pipes, insulation systems, electrical, hydro, telephone, television systems and associated cable conduits, cables, wires and lines, transformers, gas mains and pipes, ventilation ducts or shafts, air-conditioning equipment, fire protection and control equipment, HVAC equipment, garage ventilation system, the outdoor exterior landscaped areas and open space areas on grade, paths, walkways and sidewalks, the outdoor roadways, garage ramps, waterproofing membranes, Shared Recreational Areas and shared systems including but not limited to the Shared Servicing Systems, mechanical system(s) (BAS system), life safety system(s), security system(s), security video camera system(s), access system(s), fire panel(s), rainwater reduction system(s) and various other services and utilities, together with all appurtenances thereto) situated within the lands of York Region Standard Condominium Plan No. 1271 benefiting the Building B1-B2 Lands;
- (c) Maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, shear walls, footings, foundations, side and cross beams, supporting walls and the soil which support the buildings, installations and all other appurtenances thereto situated within the lands of York Region Standard Condominium Plan No. 1271 benefiting the Building B1-B2 Lands;
- (d) Providing ingress and egress to the owner(s), their lessees, invitees and the general public to the emergency stairwell exits from the underground parking garage and to the outdoor pedestrian walkways and roadways situated within the Common Elements of the lands of York Region Standard Condominium Plan No. 1271 benefiting the Building B1-B2 Lands;

TOGETHER WITH a right of way or right in the nature of an easement in favour of the Building B1-B2 Lands, the owners thereof from time to time, their successors and assigns, permitted occupants, agents, invitees and those authorized by said owners over the Common Elements on Levels 1, B and C of York Region Standard Condominium Plan No. 1271 for the purpose of allowing pedestrian and vehicular access through and egress from the roadways, driveways, drive aisles and ramps located thereon in order to have access to and egress from the Building B1-B2 Lands as set out in Inst. No. YR2210336;

TOGETHER WITH a right of way or right in the nature of an easement in favour of the Building B1-B2 Lands for the purpose of providing pedestrian ingress and egress appropriate for the reasonable use and enjoyment by the owners of the residential dwelling units in the buildings located on the Building B1-B2 Lands and their family members (who reside in the residential dwelling unit), guests, tenants and invitees, of and through the Common Elements of York Region Standard Condominium Plan No. 1271, designated as the residential lobby on Level 1 of York Region Standard Condominium Plan No. 1271 and the whirlpool, sauna, change rooms, exercise room, media room, sundeck, the party/multi-function room, cards/games room, golf simulator, outdoor green roof with barbeque area and billiards room on Level 3 of York Region Standard Condominium Plan No. 1271 (collectively herein referred to as the "Shared Recreational Areas") and over the Common Elements of Levels 1, 2 and 3 of York Region Standard Condominium Plan No. 1271 as is necessary for said persons to gain access to and egress from said Shared Recreational Areas. Such Shared Recreational Areas are to be used and enjoyed in common with the owners of the residential dwelling units in York Region Standard Condominium Plan No. 1271 and their family members (who reside in the residential dwelling unit), guests, tenants and invitees, as set out in Inst. No. YR2210336;

TOGETHER WITH a right of way or right in the nature of an easement in favour of the Building B1-B2 Lands, the owners thereof from time to time, their successors and assigns, permitted occupants, agents, invitees and those authorized by said owners over the Common Elements of York Region Standard Condominium Plan No. 1279 as set out in Inst No. YR 2246619 for the purposes of:

- (a) Effecting or facilitating the installation, maintenance, alteration, repair, replacement, reconstruction, service, inspection or operation of any installations or appurtenances (including, but not limited to, those portions of the drainage, storm and sanitary sewer system, sumps and pipes, water main system and pipes, insulation systems, electrical, hydro, telephone, television systems and associated cable conduits, cables, wires and lines, transformers, gas mains and pipes, ventilation ducts or shafts, air-conditioning equipment, fire protection and control equipment, HVAC equipment, garage ventilation system, the outdoor exterior landscaped areas and open space areas on grade, paths, walkways and sidewalks, the outdoor roadways, garage ramps, waterproofing membranes and shared systems including but not limited to the mechanical system(s) (BAS system), life safety system(s), security system(s), security video camera system(s), access system(s), fire panel(s), rainwater reduction system(s) and various other services and utilities, together with all appurtenances thereto) situated within the lands of York Region Standard Condominium Plan No. 1279 benefiting the Building B1-B2 Lands;
- (b) Providing ingress and egress of persons, materials, vehicles and equipment necessary for the installation, maintenance, alteration, repair, replacement, reconstruction, service, inspection or operation of the buildings, and any utility or service and mechanical or electrical installations or appurtenances including, but not limited to, drainage, storm and sanitary sewer system, sumps and pipes, water main system and pipes, insulation systems, electrical, hydro, telephone, television systems and associated cable conduits, cables, wires and lines, transformers, gas mains and pipes, ventilation ducts or shafts, air-conditioning equipment, fire protection and control equipment, HVAC equipment, garage ventilation system, the outdoor exterior landscaped areas and open space areas on grade, paths, walkways and sidewalks, the outdoor roadways, garage ramps, waterproofing membranes and shared systems including but not limited to the mechanical system(s) (BAS system), life safety system(s), security system(s), security video camera system(s), access system(s), fire panel(s), rainwater reduction system(s) and various other services and utilities, together with all appurtenances thereto) situated within the lands of York Region Standard Condominium Plan No. 1279 benefiting the Building B1-B2 Lands;
- (c) Maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, shear walls, footings, foundations, side and cross beams, supporting walls and the soil which support the buildings, installations and all other appurtenances thereto situated within the lands of York Region Standard Condominium Plan No. 1279 benefiting the Building B1-B2 Lands;

- (d) Providing ingress and egress to the owner(s), their lessees, invitees and the general public to the emergency stairwell exits from the underground parking garage and to the outdoor pedestrian walkways and roadways situated within the lands of York Region Standard Condominium Plan No. 1279 benefiting the Building B1-B2 Lands;
- (e) Providing ingress and egress to the owner(s), their lessees and invitees to the walkway, entry, exit and corridor areas situated on Level 2 of York Region Standard Condominium Plan No. 1279 for access to and use of the pedestrian bridge situated on the said Level 2 benefiting the Building B1-B2 Lands;

TOGETHER WITH a right of way or right in the nature of an easement in favour of the Building B1-B2 Lands, the owners thereof from time to time, their successors and assigns, permitted occupants, agents, invitees and those authorized by said owners over the Common Elements on Levels 1 and A of York Region Standard Condominium Plan No. 1279 for the purpose of allowing pedestrian and vehicular access through and egress from the roadways, driveways, drive aisles and ramps located thereon in order to have access to and egress from the Building B1-B2 Lands as set out in Inst No. YR 2246619;

TOGETHER WITH a right of way or right in the nature of an easement in favour of the Building B1-B2 Lands, the owners thereof from time to time, their successors and assigns, permitted occupants, agents, invitees and those authorized by said owners over the Common Elements of York Region Standard Condominium Plan No. 1285, as set out in Inst. No. YR 2286871 for the purposes of:

- (a) Effecting or facilitating the installation, maintenance, alteration, repair, replacement, reconstruction, service, inspection or operation of any installations or appurtenances (including, but not limited to, those portions of the drainage, storm and sanitary sewer system, sumps and pipes, water main system and pipes, insulation systems, electrical, hydro, telephone, television systems and associated cable conduits, cables, wires and lines, transformers, gas mains and pipes, ventilation ducts or shafts, air-conditioning equipment, fire protection and control equipment, HVAC equipment, garage ventilation system, the outdoor exterior landscaped areas and open space areas on grade, paths, walkways and sidewalks, the outdoor roadways, garage ramps, waterproofing membranes and shared systems including but not limited to the mechanical system(s) (BAS system), life safety system(s), security system(s), security video camera system(s), access system(s), fire panel(s), rainwater reduction system(s) and various other services and utilities, together with all appurtenances thereto) situated within the lands of York Region Standard Condominium Plan No. 1285 benefiting the Building B1-B2 Lands;
- (b) Providing ingress and egress of persons, materials, vehicles and equipment necessary for the installation, maintenance, alteration, repair, replacement, reconstruction, service, inspection or operation of the buildings, and any utility or service and mechanical or electrical installations or appurtenances including, but not limited to, drainage, storm and sanitary sewer system, sumps and pipes, water main system and pipes, insulation systems, electrical, hydro, telephone, television systems and associated cable conduits, cables, wires and lines, transformers, gas mains and pipes, ventilation ducts or shafts, air-conditioning equipment, fire protection and control equipment, HVAC equipment, garage ventilation system, the outdoor exterior landscaped areas and open space areas on grade, paths, walkways and sidewalks, the outdoor roadways, garage ramps, waterproofing membranes and shared systems including but not limited to the mechanical system(s) (BAS system), life safety system(s), security system(s), security video camera system(s), access system(s), fire panel(s), rainwater reduction system(s) and various other services and utilities, together with all appurtenances thereto) situated within the lands of York Region Standard Condominium Plan No. 1285 benefiting the Building B1-B2 Lands;

- (c) Maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, shear walls, footings, foundations, side and cross beams, supporting walls and the soil which support the buildings, installations and all other appurtenances thereto situated within the lands of York Region Standard Condominium Plan No. 1285 benefiting the Building B1-B2 Lands;
- (d) Providing ingress and egress to the owner(s), their lessees, invitees and the general public to the emergency stairwell exits from the underground parking garage and to the outdoor pedestrian walkways and roadways situated within the lands of York Region Standard Condominium Plan No. 1285 benefiting the Building B1-B2 Lands;

TOGETHER WITH a right of way or right in the nature of an easement in favour of the Building B1-B2 Lands, the owners thereof from time to time, their successors and assigns, permitted occupants, agents, invitees and those authorized by said owners over the Common Elements on Levels 1 and A of York Region Standard Condominium Plan No. 1285 for the purpose of allowing pedestrian and vehicular access through and egress from the roadways, driveways, drive aisles and ramps located thereon in order to have access to and egress from the Building B1-B2 Lands, as set out in Inst. No. YR 2286871.

Mechanical Room Access and Emergency Maintenance Easement

The condominium corporation to be created on the Servient Tenement (as herein defined) on the Building B1-B2 Lands is herein referred to as the "Corporation".

1) **SUBJECT TO** a non-exclusive permanent easement in favour of The Corporation of the City of Markham (the "Transferee") over the common elements of Levels 1 and A of the Corporation (the "Servient Tenement") to benefit the lands legally described as Part of Lot 18, Registrars Compiled Plan 10327, designated as Parts 1, 2, 3, 4, 21 and 22 on the Reference Plan 65R-35223, City of Markham, Regional Municipality of York (the "Dominant Tenement") for the following purpose:

- a) providing the Transferee with access to the mechanical room situated in the lands legally described as Part of Lot 18, Registrars Compiled Plan 10327, designated as Part 7 on Reference Plan 65R-35223, now being part of the Common Elements of York Region Standard Condominium Plan No. 1285, City of Markham, Regional Municipality of York; and
- b) providing the Transferee with access to perform inspections and emergency maintenance on the water pipes, sanitary sewers, electrical duct banks, conduits, associated cables and electrical plant situated within the Servient Tenement ("Service Connections") that service the public park to be situated in the Dominant Tenement.

2) This easement shall include the right of the Transferee, its, servants, employees, contractors, subcontractors and agents to use the Servient Tenement for ingress and egress on foot with supplies, machinery and equipment at any time and from time to time as may be required to fulfill the purpose of this easement. The Corporation acknowledges that it shall be solely responsible for maintaining and repairing Service Connections and that such Service Connections shall remain the property of the Corporation.

3) The Corporation shall not make any connections that interfere with the Service Connections.

4) The Corporation shall not place any other equipment, structures, improvements or other obstructions within, under or over the Servient Tenement that may interfere with the Service Connections save and except in accordance with municipally approved plans and/or permits.

5) The Corporation acknowledges that it shall be solely responsible for maintaining and repairing the Service Connections which shall remain the property of the Corporation. The Transferee shall have the right but not the obligation to inspect and perform emergency repairs to the Service Connections if such repairs are required to supply water, sanitary and electrical services to the Dominant Tenement. In the event that Transferee performs emergency repairs to the Service Connections, the Corporation shall reimburse the Transferee for all costs expended by the Transferee for conducting such emergency repairs plus 15% of all costs as Transferee's administrative fees.

6) There shall be no obstruction or suspension (partial, temporary or otherwise) of this easement or the Service Connections if same would result in the interruption of utilities and/or services to the Dominant Tenement, save and except (i) in the case of an Emergency (hereinafter defined); (ii) where a temporary obstruction or suspension of no more than three (3) hours is necessary to permit maintenance and/or repair of the Servient Tenement and the Transferor has provided the Transferee with at least forty-eight (48) hours prior written notice of the temporary obstruction or suspension; or (iii) where a temporary obstruction or suspension of more than three (3) hours is necessary to permit maintenance and/or repair of the Servient Tenement and the Transferor has provided the Transferee with five (5) Business Days prior notice of the temporary obstruction or suspension, which notice shall specify the intended time of commencement and completion of such obstruction or suspension, and provided that the Transferor has arranged for provision of temporary replacement utilities and/or services to the Transferee during such period of obstruction and completion.

In this section entitled "Mechanical Room Access and Emergency Maintenance Easement", the following capitalized terms shall have the following meaning:

"Emergency" means any circumstance(s) or event(s) involving danger to, or the safety of, persons, danger of substantial property damage or loss and/or the suspension of any utility or service to the Servient Tenement or any portion(s) thereof or any improvements thereon whether actually occurring or imminent.

"Business Day" means any day, other than a Saturday, Sunday or statutory holiday in Toronto, Ontario.

7) The Transferee assumes sole risk and responsibility for personal injury or death of all parties/ person accessing the Servient Tenement pursuant to this easement and damage to any property arising out of or that would not have occurred but for the Transferee's access to the Servient Tenement or exercise of its rights contained herein.

8) This easement shall extend to, be binding upon and enure to the benefit of the estate trustees, successors and assigns of the parties hereto. The Corporation hereby agree that all provisions herein are reasonable and valid and if any provision herein is determined to be unenforceable, in whole or in part, it shall be severable from all other provisions and shall not affect or impair the validity of all other provisions.

9) Notwithstanding anything provided in this easement to the contrary, it is expressly understood and agreed by the parties hereto that any reference to the Transferee in this easement, where the context pertains to the use or enjoyment of an easement (or some other right, benefit or interest), shall specifically include the Transferee and its duly authorized agents, representatives, employees, contractors and/or subcontractors, together with their respective invitees or licensees.

Below Grade Strata Lands / Park Lands Easements

1. In this section entitled "Below Grade Strata Lands/Park Lands Easements", the following capitalized terms shall have the following meaning:

"Below Grade Strata Lands" means the Common Elements of Levels 1, and A of the Corporation on the Building B1-B2 Lands;

"Benefiting Party" shall mean, with respect to the Easements, the owner of the dominant tenement that is entitled to the benefit of such Easements, or where applicable, the Corporation;

"Business Day" means any day, other than a Saturday, Sunday or statutory holiday in Toronto, Ontario;

"Easements" shall mean, collectively, the Maintenance and Repair Easement and the Support Easements and the term "Easement" shall mean any particular Easement as dictated by the context in which said term is used;

"Emergency" shall mean any circumstance(s) or event(s) involving danger to, or the safety of, persons, danger of substantial property damage or loss and/or the suspension of any utility or service to the Building B1-B2 Lands or any portion(s) thereof or any improvements thereon and/or the Park Lands or any portion(s) thereof or any improvements thereon, as the case may be, whether actually occurring or imminent;

"Grade" means a plane distant 0.2 metres above and measured perpendicularly from the finished upper surface of the concrete roof slab of the Parking Garage;

"Maintenance and Repair Easement" means the easements set out in Section 3 below;

"Parking Garage" means any building structure located on Levels 1, and A of the Corporation above or below Grade;

"Park Lands" means the lands legally described as Part of Lot 18, Registrars Compiled Plan 10327, designated as Parts 1, 2, 3, 4, 21 and 22 on the Reference Plan 65R-35223, City of Markham, Regional Municipality of York;

"Servient Lands" shall mean servient tenement(s) in respect of the Easements which are subject to the burden of same, and the "Servient Owner" shall mean the owner of the Servient Lands, or where applicable, the Corporation;

"Support Easement" means the easements set out in Section 2 and 4 below;

"Support Structure" means those portions of the structural members, columns, footings, structural walls, ceiling slabs, floor slabs, and any other component of any building, structure, soil and/or any other improvement now or hereafter comprising part of the Total Stratified Site, upon which any other part of either the Parking Garage within the Below Grade Strata Lands and/or the Park Lands, require or rely upon for the purposes of support;

"Total Stratified Site" means, collectively, the Below Grade Strata Lands and the Park Lands;

2. **SUBJECT TO** an easement for support, or right of support, in favour of the Park Lands from and by any Support Structure located from time to time within the Below Grade Strata Lands for the purposes of providing support to the Park Lands.
3. **TOGETHER WITH** an easement, right of way and right in the nature of an easement in, on, over, along, upon, across and through the Park Lands to and in favour of the Building B1-B2 Lands, for the following purposes:
 - i) maintaining, altering, repairing, restoring, reconstructing, replacing, inspecting and monitoring that part of the Parking Garage within the Below Grade Strata Lands; and
 - ii) providing pedestrian and vehicular access for service personnel and service vehicles, equipment, materials and/or machinery required to maintain, repair, replace and/or inspect that part of the Parking Garage within the Below Grade Strata Lands;
4. **TOGETHER WITH** an easement for support, or right of support, in favour of the Building B1-B2 Lands from and by any Support Structure located from time to time within the Park Lands for the purposes of providing support to that part of the Parking Garage within the Below Grade Strata Lands and/or any other improvement or lands within the Building B1-B2 Lands.
5. Without limiting the generality of the foregoing, and to the extent that any of the Easements shall be finally interpreted or adjudged (by a court of competent jurisdiction) as failing to, or incapable of, creating a right or interest in land, any such Easement so adjudged or interpreted shall be deemed to constitute a licence in favour of those parties and for those specific purposes, as set out herein and the parties hereto shall execute any and all documentation that may be required in order to give further effect to this provision.

6. General Use of Easements

- (i) The use and enjoyment of the Easements by the Benefiting Party shall be subject to the overriding provisions and/or restrictions set forth in this section.
- (ii) The Benefiting Party, in its rights under the Easements, shall act (and cause any other persons using the Easements to act) in a prudent and reasonable manner and in accordance with all applicable laws so as to minimize (insofar as is reasonably possible) the interference and inconvenience occasioned thereby to the Servient Owner.

7. Use of Maintenance and Repair Easement

- (i) There shall be no obstruction or suspension (partial, temporary or otherwise) of the Maintenance and Repair Easement if same would result in the interruption of utilities and/or services to the Benefiting Party, save and except (i) in the case of an Emergency; (ii) where a temporary obstruction or suspension of no more than three (3) hours is necessary to permit maintenance and/or repair of the Servient Lands and the Servient Owner has provided the Benefiting Party with at least forty-eight (48) hours prior written notice of the temporary obstruction or suspension; or (iii) where a temporary obstruction or suspension of more than three (3) hours is necessary to permit maintenance and/or repair of the Servient Lands and the Servient Owner has provided the Benefiting Party with five (5) Business Days prior notice of the temporary obstruction or suspension, which notice shall specify the intended time of commencement and completion of such obstruction or suspension, and provided that the Servient Owner has arranged for provision of temporary replacement utilities and/or services to the Benefiting Party during such period of obstruction and completion.
- (ii) Except in the case of an Emergency, no entry pursuant to the Maintenance and Repair Easement shall be made unless and until five (5) Business Days prior written notice of the intention to enter is given to the Servient Owner, which notice shall specify the intended time of commencement and completion of the work intended to be carried out.

8. Use of Support Easements

There shall be no obstruction or suspension (partial, temporary or otherwise) of any Support Structure or of the Support Easements, unless and until sufficient alternate measures providing for the support of any buildings, installations, structures, improvements and appurtenances of the Benefiting Party have been implemented to the satisfaction of the Benefiting Party, acting reasonably.

It is my opinion, based on the Property Identifier number and the plans and documents recorded in them, the legal description is correct, the easements described will exist in law upon registration of the Declaration and Description and the Declarant is the registered owner of the land and appurtenant interests.

BRATTYS LLP
Barristers & Solicitors
Solicitors for the Declarant

Per: _____
Name: Michael Volpatti

SCHEDULE "B"

Condominium Act, 1998

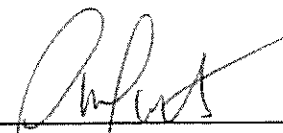
**CONSENT
TO THE DECLARATION OF
1834372 Ontario Inc.**

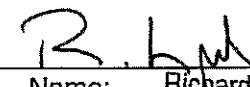
(under clause 7(2)(b) of the Condominium Act, 1998)

1. THE GUARANTEE COMPANY OF NORTH AMERICA has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Instrument No. YR1605482 in the Land Registry Office for the Land Titles Division of York.
2. THE GUARANTEE COMPANY OF NORTH AMERICA consents to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant the land, as the land and the interests are described in the description.
3. THE GUARANTEE COMPANY OF NORTH AMERICA postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.
4. THE GUARANTEE COMPANY OF NORTH AMERICA is entitled by law to grant this consent and postponement.

DATED this 31st of August, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA

Per: 
 Name: Pamela Martin
 Title: Manager, Developer Surety

Per: 
 Name: Richard Longland
 Title: National Vice President
 Commercial & Developer Surety

I/We have authority to bind the Corporation.

SCHEDULE "B"

Condominium Act, 1998


**CONSENT
TO THE DECLARATION OF
1834372 Ontario Inc.**


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

- 1. THE BANK OF NOVA SCOTIA has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Instrument No. YR1628347 in the Land Registry Office for the Land Titles Division of York.
- 2. THE BANK OF NOVA SCOTIA consents to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant the land, as the land and the interests are described in the description.
- 3. THE BANK OF NOVA SCOTIA postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.
- 4. THE BANK OF NOVA SCOTIA is entitled by law to grant this consent and postponement.

DATED this 13th of ^{AUGUST}, 2015.

THE BANK OF NOVA SCOTIA, as agent

Per: 
 Name: Clement Yu
 Title: Director

Per: 
 Name: Syed Ali
 Title: Analyst

I/We have authority to bind the Bank.

SCHEDULE "C"

Boundaries of Units

Each Residential Dwelling Unit, Guest Suite Unit, Parking Unit, Storage Unit and Locker Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 11 of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheets 1 to 11 of the Description, and all dimensions shall have reference to them.

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

(A) RESIDENTIAL DWELLING UNITS

Being Units 1 to 4, both inclusive and Units 6 to 10, both inclusive, on Level 1; Units 1 to 18, both inclusive, on Level 2; Units 1 to 20, both inclusive, on Level 3; Units 1 to 30, both inclusive on Levels 4-8, both inclusive; Units 1 to 24, both inclusive, on Levels 9 to 14, both inclusive; Units 1 to 21, both inclusive, on Levels 15 to 18, both inclusive; Units 1 to 12, both inclusive, on Levels 19 to 23, both inclusive and Units 1 to 9, both inclusive, on Levels 24 to 27, both inclusive;

VERTICAL BOUNDARIES ARE:

- 1) The backside surface and plane of the drywall sheathing and production thereof;
- 2) The unfinished unitside surfaces of the doors and door frames, windows and window frames and unitside surfaces of all glass or spandrel panels located therein (when the doors and windows are in a closed position).

HORIZONTAL BOUNDARIES ARE:

- 1) The upper surface and plane of the concrete floor slab and production thereof;
- 2) The upper or backside surface and plane of the ceiling drywall sheathing and/or suspended ceilings and / or duct covers and productions thereof.

(B) GUEST SUITE UNIT

Being Unit 5 on Level 1;

VERTICAL BOUNDARIES ARE:

- 1) The backside surface and plane of the drywall sheathing and production thereof;
- 2) The unfinished unitside surfaces of the doors and door frames, windows and window frames and unitside surfaces of all glass or spandrel panels located therein (when the doors and windows are in a closed position).

HORIZONTAL BOUNDARIES ARE:

- 1) The upper surface and plane of the concrete floor slab and production thereof;
- 2) The upper or backside surface and plane of the ceiling drywall sheathing and/or suspended ceilings and / or duct covers and productions thereof.

Schedule C Continued**(C) PARKING UNITS**

Being Units 1 to 38, both inclusive and 40 to 126, both inclusive, on Level A; Units 1 to 207, both inclusive on Level B and Units 1 to 211, both inclusive on Level C;

VERTICAL BOUNDARIES ARE:

- 1) The vertical plane established by measurements;
- 2) The unitside surface and plane of the concrete or masonry wall and production thereof;
- 3) The vertical plane established by the centreline of concrete column or wall and measurements ;
- 4) The vertical plane established by the line of faces of concrete columns and / or walls and production thereof;
- 5) The vertical plane established by measurements and perpendicular to the concrete or masonry walls;
- 6) The vertical plane established perpendicularly to the concrete or masonry wall and passing through the centreline of the concrete column and production thereof;
- 7) The unitside surface and plane of the concrete or masonry column;
- 8) The vertical plane established by the centerline of concrete columns and production thereof.
- 9) The vertical plane established perpendicularly to the concrete or masonry wall and passing along the face of the concrete column or wall and production thereof;

HORIZONTAL BOUNDARIES ARE:

- 1) The upper surface and plane of the concrete floor slab and production thereof;
- 2) A plane parallel to and 1.90 metres perpendicularly distant above the upper surface and plane of the concrete floor slab.

(D) LOCKER UNITS

Being Units 19 to 122, both inclusive on Level 2; Units 31 to 35, both inclusive on Levels 4 to 7, both inclusive; Units 31 to 33, both inclusive on Level 8; Units 39 and 127 to 156, both inclusive on Level A; Units 210 to 284, both inclusive on Level B and Units 214 to 325, both inclusive on Level C;

VERTICAL BOUNDARIES ARE:

- 1) The unitside surface and plane of the concrete or masonry wall and production thereof;
- 2) The unitside surface and plane of the wire mesh partition and/or wire mesh door (when the door is in a closed position);
- 3) The vertical plane established by measurements;

HORIZONTAL BOUNDARIES ARE:

- 1) The upper surface and plane of the concrete floor slab and production thereof;
- 2) The lower surface and plane of the concrete floor slab and production thereof;
- 3) The lower surface and plane of the wire mesh ceiling and production thereof;

Schedule C Continued

- 4) The unitside surface and plane of the drywall sheathing and production thereof;
- 5) The unitside surface and plane of the concrete or masonry column;

(E) STORAGE UNITS

Being Unit 11 on Level 1; Units 208, 209 and 285 on Level B and Units 212, 213 and 326 on Level C

VERTICAL BOUNDARIES ARE:

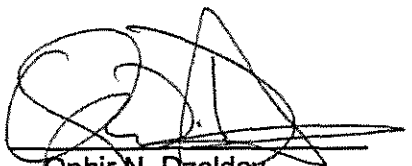
- 1) The unitside surface and plane of the concrete or masonry wall and production thereof;
- 2) The unfinished unitside surfaces of the doors and door frames, windows and window frames and unitside surfaces of all glass or spandrel panels located therein (when the doors and windows are in a closed position).
- 3) The vertical plane established by the line of faces of concrete columns and / or walls and production thereof;
- 4) The unitside surface and plane of the drywall sheathing and production thereof;
- 5) The vertical plane established by measurements;

HORIZONTAL BOUNDARIES ARE:

- 1) The upper surface and plane of the concrete floor slab and production thereof;
- 2) A plane parallel to and 1.90 metres perpendicularly distant above the upper surface and plane of the concrete floor slab.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 to 11 of the Description.

Date: July 21, 2015



Ophir N. Dzaldev
Ontario Land Surveyor

Reference should be made to Article 1, Section 4 of the Declaration in order to determine whether specific physical components (such as wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
World Condos on Yonge - B1/B2 Residential Building

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Residential	1	1	0.16484	0.16484
Residential	2	1	0.19913	0.19913
Residential	3	1	0.19517	0.19517
Residential	4	1	0.19965	0.19965
Guest Suite	5	1	0.08725	0.08725
Residential	6	1	0.19965	0.19965
Residential	7	1	0.19517	0.19517
Residential	8	1	0.12792	0.12792
Residential	9	1	0.12871	0.12871
Residential	10	1	0.17407	0.17407
Storage	11	1	0.00323	0.00323
Residential	1	2	0.17407	0.17407
Residential	2	2	0.14374	0.14374
Residential	3	2	0.26321	0.26321
Residential	4	2	0.17539	0.17539
Residential	5	2	0.17539	0.17539
Residential	6	2	0.16167	0.16167
Residential	7	2	0.18145	0.18145
Residential	8	2	0.16352	0.16352
Residential	9	2	0.14743	0.14743
Residential	10	2	0.16352	0.16352
Residential	11	2	0.18145	0.18145
Residential	12	2	0.16167	0.16167
Residential	13	2	0.17539	0.17539
Residential	14	2	0.17539	0.17539
Residential	15	2	0.14110	0.14110
Residential	16	2	0.18858	0.18858
Residential	17	2	0.14770	0.14770
Residential	18	2	0.16563	0.16563
Locker	19	2	0.00323	0.00323
Locker	20	2	0.00323	0.00323
Locker	21	2	0.00323	0.00323
Locker	22	2	0.00323	0.00323
Locker	23	2	0.00323	0.00323
Locker	24	2	0.00323	0.00323
Locker	25	2	0.00323	0.00323
Locker	26	2	0.00323	0.00323
Locker	27	2	0.00323	0.00323
Locker	28	2	0.00323	0.00323
Locker	29	2	0.00323	0.00323
Locker	30	2	0.00323	0.00323
Locker	31	2	0.00323	0.00323
Locker	32	2	0.00323	0.00323
Locker	33	2	0.00323	0.00323
Locker	34	2	0.00323	0.00323
Locker	35	2	0.00323	0.00323
Locker	36	2	0.00323	0.00323
Locker	37	2	0.00323	0.00323
Locker	38	2	0.00323	0.00323
Locker	39	2	0.00323	0.00323
Locker	40	2	0.00323	0.00323
Locker	41	2	0.00323	0.00323
Locker	42	2	0.00323	0.00323
Locker	43	2	0.00323	0.00323
Locker	44	2	0.00323	0.00323
Locker	45	2	0.00323	0.00323
Locker	46	2	0.00323	0.00323
Locker	47	2	0.00323	0.00323
Locker	48	2	0.00323	0.00323
Locker	49	2	0.00323	0.00323
Locker	50	2	0.00323	0.00323
Locker	51	2	0.00323	0.00323

SCHEDULE "D"
TO THE CDNDOMINIUM DECLARATION
World Condos on Yonge - B1/B2 Residential Building

Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages	
Locker	52	2	0.00323	0.00323
Locker	53	2	0.00323	0.00323
Locker	54	2	0.00323	0.00323
Locker	55	2	0.00323	0.00323
Locker	56	2	0.00323	0.00323
Locker	57	2	0.00323	0.00323
Locker	58	2	0.00323	0.00323
Locker	59	2	0.00323	0.00323
Locker	60	2	0.00323	0.00323
Locker	61	2	0.00323	0.00323
Locker	62	2	0.00323	0.00323
Locker	63	2	0.00323	0.00323
Locker	64	2	0.00323	0.00323
Locker	65	2	0.00323	0.00323
Locker	66	2	0.00323	0.00323
Locker	67	2	0.00323	0.00323
Locker	68	2	0.00323	0.00323
Locker	69	2	0.00323	0.00323
Locker	70	2	0.00323	0.00323
Locker	71	2	0.00323	0.00323
Locker	72	2	0.00323	0.00323
Locker	73	2	0.00323	0.00323
Locker	74	2	0.00323	0.00323
Locker	75	2	0.00323	0.00323
Locker	76	2	0.00323	0.00323
Locker	77	2	0.00323	0.00323
Locker	78	2	0.00323	0.00323
Locker	79	2	0.00323	0.00323
Locker	80	2	0.00323	0.00323
Locker	81	2	0.00323	0.00323
Locker	82	2	0.00323	0.00323
Locker	83	2	0.00323	0.00323
Locker	84	2	0.00323	0.00323
Locker	85	2	0.00323	0.00323
Locker	86	2	0.00323	0.00323
Locker	87	2	0.00323	0.00323
Locker	88	2	0.00323	0.00323
Locker	89	2	0.00323	0.00323
Locker	90	2	0.00323	0.00323
Locker	91	2	0.00323	0.00323
Locker	92	2	0.00323	0.00323
Locker	93	2	0.00323	0.00323
Locker	94	2	0.00323	0.00323
Locker	95	2	0.00323	0.00323
Locker	96	2	0.00323	0.00323
Locker	97	2	0.00323	0.00323
Locker	98	2	0.00323	0.00323
Locker	99	2	0.00323	0.00323
Locker	100	2	0.00323	0.00323
Locker	101	2	0.00323	0.00323
Locker	102	2	0.00323	0.00323
Locker	103	2	0.00323	0.00323
Locker	104	2	0.00323	0.00323
Locker	105	2	0.00323	0.00323
Locker	106	2	0.00323	0.00323
Locker	107	2	0.00323	0.00323
Locker	108	2	0.00323	0.00323
Locker	109	2	0.00323	0.00323
Locker	110	2	0.00323	0.00323
Locker	111	2	0.00323	0.00323
Locker	112	2	0.00323	0.00323
Locker	113	2	0.00323	0.00323
Locker	114	2	0.00323	0.00323

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
World Condos on Yonge - B1/B2 Residential Building

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Locker	115	2	0.00323	0.00323
Locker	116	2	0.00323	0.00323
Locker	117	2	0.00323	0.00323
Locker	118	2	0.00323	0.00323
Locker	119	2	0.00323	0.00323
Locker	120	2	0.00323	0.00323
Locker	121	2	0.00323	0.00323
Locker	122	2	0.00323	0.00323
Residential	1	3	0.17539	0.17539
Residential	2	3	0.16616	0.16616
Residential	3	3	0.22946	0.22946
Residential	4	3	0.14374	0.14374
Residential	5	3	0.14374	0.14374
Residential	6	3	0.26321	0.26321
Residential	7	3	0.17539	0.17539
Residential	8	3	0.17539	0.17539
Residential	9	3	0.16167	0.16167
Residential	10	3	0.18145	0.18145
Residential	11	3	0.19913	0.19913
Residential	12	3	0.19913	0.19913
Residential	13	3	0.18145	0.18145
Residential	14	3	0.16167	0.16167
Residential	15	3	0.17539	0.17539
Residential	16	3	0.17539	0.17539
Residential	17	3	0.14110	0.14110
Residential	18	3	0.18858	0.18858
Residential	19	3	0.14770	0.14770
Residential	20	3	0.13978	0.13978
Residential	1	4	0.17539	0.17539
Residential	2	4	0.19781	0.19781
Residential	3	4	0.18462	0.18462
Residential	4	4	0.16088	0.16088
Residential	5	4	0.16088	0.16088
Residential	6	4	0.16088	0.16088
Residential	7	4	0.18462	0.18462
Residential	8	4	0.19781	0.19781
Residential	9	4	0.17539	0.17539
Residential	10	4	0.16616	0.16616
Residential	11	4	0.22946	0.22946
Residential	12	4	0.14374	0.14374
Residential	13	4	0.14374	0.14374
Residential	14	4	0.22946	0.22946
Residential	15	4	0.16616	0.16616
Residential	16	4	0.17539	0.17539
Residential	17	4	0.19781	0.19781
Residential	18	4	0.20308	0.20308
Residential	19	4	0.17934	0.17934
Residential	20	4	0.17934	0.17934
Residential	21	4	0.17934	0.17934
Residential	22	4	0.20308	0.20308
Residential	23	4	0.19781	0.19781
Residential	24	4	0.17539	0.17539
Residential	25	4	0.16616	0.16616
Residential	26	4	0.22946	0.22946
Residential	27	4	0.14374	0.14374
Residential	28	4	0.14374	0.14374
Residential	29	4	0.22946	0.22946
Residential	30	4	0.16616	0.16616
Locker	31	4	0.00323	0.00323
Locker	32	4	0.00323	0.00323
Locker	33	4	0.00323	0.00323

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
World Condos on Yonge - B1/B2 Residential Building

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Locker	34	4	0.00323	0.00323
Locker	35	4	0.00323	0.00323
Residential	1	5	0.17539	0.17539
Residential	2	5	0.19781	0.19781
Residential	3	5	0.18462	0.18462
Residential	4	5	0.16088	0.16088
Residential	5	5	0.16088	0.16088
Residential	6	5	0.16088	0.16088
Residential	7	5	0.18462	0.18462
Residential	8	5	0.19781	0.19781
Residential	9	5	0.17539	0.17539
Residential	10	5	0.16616	0.16616
Residential	11	5	0.22946	0.22946
Residential	12	5	0.14374	0.14374
Residential	13	5	0.14374	0.14374
Residential	14	5	0.22946	0.22946
Residential	15	5	0.16616	0.16616
Residential	16	5	0.17539	0.17539
Residential	17	5	0.19781	0.19781
Residential	18	5	0.20308	0.20308
Residential	19	5	0.17934	0.17934
Residential	20	5	0.17934	0.17934
Residential	21	5	0.17934	0.17934
Residential	22	5	0.20308	0.20308
Residential	23	5	0.19781	0.19781
Residential	24	5	0.17539	0.17539
Residential	25	5	0.16616	0.16616
Residential	26	5	0.22946	0.22946
Residential	27	5	0.14374	0.14374
Residential	28	5	0.14374	0.14374
Residential	29	5	0.22946	0.22946
Residential	30	5	0.16616	0.16616
Locker	31	5	0.00323	0.00323
Locker	32	5	0.00323	0.00323
Locker	33	5	0.00323	0.00323
Locker	34	5	0.00323	0.00323
Locker	35	5	0.00323	0.00323
Residential	1	6	0.17539	0.17539
Residential	2	6	0.19781	0.19781
Residential	3	6	0.18462	0.18462
Residential	4	6	0.16088	0.16088
Residential	5	6	0.16088	0.16088
Residential	6	6	0.16088	0.16088
Residential	7	6	0.18462	0.18462
Residential	8	6	0.19781	0.19781
Residential	9	6	0.17539	0.17539
Residential	10	6	0.16616	0.16616
Residential	11	6	0.22946	0.22946
Residential	12	6	0.14374	0.14374
Residential	13	6	0.14374	0.14374
Residential	14	6	0.22946	0.22946
Residential	15	6	0.16616	0.16616
Residential	16	6	0.17539	0.17539
Residential	17	6	0.19781	0.19781
Residential	18	6	0.20308	0.20308
Residential	19	6	0.17934	0.17934
Residential	20	6	0.17934	0.17934
Residential	21	6	0.17934	0.17934
Residential	22	6	0.20308	0.20308
Residential	23	6	0.19781	0.19781
Residential	24	6	0.17539	0.17539

SCHEDULE "D"
 TO THE CONDOMINIUM DECLARATION
 World Condos on Yonge - B1/B2 Residential Building

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Residential	25	6	0.16616	0.16616
Residential	26	6	0.22946	0.22946
Residential	27	6	0.14374	0.14374
Residential	28	6	0.14374	0.14374
Residential	29	6	0.22946	0.22946
Residential	30	6	0.16616	0.16616
Locker	31	6	0.00323	0.00323
Locker	32	6	0.00323	0.00323
Locker	33	6	0.00323	0.00323
Locker	34	6	0.00323	0.00323
Locker	35	6	0.00323	0.00323
Residential	1	7	0.17539	0.17539
Residential	2	7	0.19781	0.19781
Residential	3	7	0.18462	0.18462
Residential	4	7	0.16088	0.16088
Residential	5	7	0.16088	0.16088
Residential	6	7	0.16088	0.16088
Residential	7	7	0.18462	0.18462
Residential	8	7	0.19781	0.19781
Residential	9	7	0.17539	0.17539
Residential	10	7	0.16616	0.16616
Residential	11	7	0.22946	0.22946
Residential	12	7	0.14374	0.14374
Residential	13	7	0.14374	0.14374
Residential	14	7	0.22946	0.22946
Residential	15	7	0.16616	0.16616
Residential	16	7	0.17539	0.17539
Residential	17	7	0.19781	0.19781
Residential	18	7	0.20308	0.20308
Residential	19	7	0.17934	0.17934
Residential	20	7	0.17934	0.17934
Residential	21	7	0.17934	0.17934
Residential	22	7	0.20308	0.20308
Residential	23	7	0.19781	0.19781
Residential	24	7	0.17539	0.17539
Residential	25	7	0.16616	0.16616
Residential	26	7	0.22946	0.22946
Residential	27	7	0.14374	0.14374
Residential	28	7	0.14374	0.14374
Residential	29	7	0.22946	0.22946
Residential	30	7	0.16616	0.16616
Locker	31	7	0.00323	0.00323
Locker	32	7	0.00323	0.00323
Locker	33	7	0.00323	0.00323
Locker	34	7	0.00323	0.00323
Locker	35	7	0.00323	0.00323
Residential	1	8	0.17539	0.17539
Residential	2	8	0.19781	0.19781
Residential	3	8	0.18462	0.18462
Residential	4	8	0.16088	0.16088
Residential	5	8	0.16088	0.16088
Residential	6	8	0.16088	0.16088
Residential	7	8	0.18462	0.18462
Residential	8	8	0.19781	0.19781
Residential	9	8	0.17539	0.17539
Residential	10	8	0.16616	0.16616
Residential	11	8	0.22946	0.22946
Residential	12	8	0.14374	0.14374
Residential	13	8	0.14374	0.14374
Residential	14	8	0.22946	0.22946
Residential	15	8	0.16616	0.16616

SCHEDULE "D"
 TO THE CONDOMINIUM DECLARATION
 World Condos on Yonge - B1/B2 Residential Building

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Residential	16	8	0.17539	0.17539
Residential	17	8	0.19781	0.19781
Residential	18	8	0.20308	0.20308
Residential	19	8	0.17934	0.17934
Residential	20	8	0.17934	0.17934
Residential	21	8	0.17934	0.17934
Residential	22	8	0.20308	0.20308
Residential	23	8	0.19781	0.19781
Residential	24	8	0.17539	0.17539
Residential	25	8	0.16616	0.16616
Residential	26	8	0.22946	0.22946
Residential	27	8	0.14374	0.14374
Residential	28	8	0.14374	0.14374
Residential	29	8	0.22946	0.22946
Residential	30	8	0.16616	0.16616
Locker	31	8	0.00323	0.00323
Locker	32	8	0.00323	0.00323
Locker	33	8	0.00323	0.00323
Residential	1	9	0.17539	0.17539
Residential	2	9	0.22814	0.22814
Residential	3	9	0.13978	0.13978
Residential	4	9	0.13978	0.13978
Residential	5	9	0.22814	0.22814
Residential	6	9	0.17539	0.17539
Residential	7	9	0.16616	0.16616
Residential	8	9	0.22946	0.22946
Residential	9	9	0.14374	0.14374
Residential	10	9	0.14374	0.14374
Residential	11	9	0.22946	0.22946
Residential	12	9	0.16616	0.16616
Residential	13	9	0.16616	0.16616
Residential	14	9	0.22946	0.22946
Residential	15	9	0.14374	0.14374
Residential	16	9	0.14374	0.14374
Residential	17	9	0.22946	0.22946
Residential	18	9	0.16616	0.16616
Residential	19	9	0.17539	0.17539
Residential	20	9	0.22814	0.22814
Residential	21	9	0.13978	0.13978
Residential	22	9	0.13978	0.13978
Residential	23	9	0.22814	0.22814
Residential	24	9	0.17539	0.17539
Residential	1	10	0.17539	0.17539
Residential	2	10	0.22814	0.22814
Residential	3	10	0.13978	0.13978
Residential	4	10	0.13978	0.13978
Residential	5	10	0.22814	0.22814
Residential	6	10	0.17539	0.17539
Residential	7	10	0.16616	0.16616
Residential	8	10	0.22946	0.22946
Residential	9	10	0.14374	0.14374
Residential	10	10	0.14374	0.14374
Residential	11	10	0.22946	0.22946
Residential	12	10	0.16616	0.16616
Residential	13	10	0.16616	0.16616
Residential	14	10	0.22946	0.22946
Residential	15	10	0.14374	0.14374
Residential	16	10	0.14374	0.14374
Residential	17	10	0.22946	0.22946
Residential	18	10	0.16616	0.16616
Residential	19	10	0.17539	0.17539

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
World Condos on Yonge - B1/B2 Residential Building

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Residential	20	10	0.22814	0.22814
Residential	21	10	0.13978	0.13978
Residential	22	10	0.13978	0.13978
Residential	23	10	0.22814	0.22814
Residential	24	10	0.17539	0.17539
Residential	1	11	0.17539	0.17539
Residential	2	11	0.22814	0.22814
Residential	3	11	0.13978	0.13978
Residential	4	11	0.13978	0.13978
Residential	5	11	0.22814	0.22814
Residential	6	11	0.17539	0.17539
Residential	7	11	0.16616	0.16616
Residential	8	11	0.22946	0.22946
Residential	9	11	0.14374	0.14374
Residential	10	11	0.14374	0.14374
Residential	11	11	0.22946	0.22946
Residential	12	11	0.16616	0.16616
Residential	13	11	0.16616	0.16616
Residential	14	11	0.22946	0.22946
Residential	15	11	0.14374	0.14374
Residential	16	11	0.14374	0.14374
Residential	17	11	0.22946	0.22946
Residential	18	11	0.16616	0.16616
Residential	19	11	0.17539	0.17539
Residential	20	11	0.22814	0.22814
Residential	21	11	0.13978	0.13978
Residential	22	11	0.13978	0.13978
Residential	23	11	0.22814	0.22814
Residential	24	11	0.17539	0.17539
Residential	1	12	0.17539	0.17539
Residential	2	12	0.22814	0.22814
Residential	3	12	0.13978	0.13978
Residential	4	12	0.13978	0.13978
Residential	5	12	0.22814	0.22814
Residential	6	12	0.17539	0.17539
Residential	7	12	0.16616	0.16616
Residential	8	12	0.22946	0.22946
Residential	9	12	0.14374	0.14374
Residential	10	12	0.14374	0.14374
Residential	11	12	0.22946	0.22946
Residential	12	12	0.16616	0.16616
Residential	13	12	0.16616	0.16616
Residential	14	12	0.22946	0.22946
Residential	15	12	0.14374	0.14374
Residential	16	12	0.14374	0.14374
Residential	17	12	0.22946	0.22946
Residential	18	12	0.16616	0.16616
Residential	19	12	0.17539	0.17539
Residential	20	12	0.22814	0.22814
Residential	21	12	0.13978	0.13978
Residential	22	12	0.13978	0.13978
Residential	23	12	0.22814	0.22814
Residential	24	12	0.17539	0.17539
Residential	1	13	0.17539	0.17539
Residential	2	13	0.22814	0.22814
Residential	3	13	0.13978	0.13978
Residential	4	13	0.13978	0.13978
Residential	5	13	0.22814	0.22814
Residential	6	13	0.17539	0.17539
Residential	7	13	0.16616	0.16616

SCHEDULE "D"
 TO THE CONDOMINIUM DECLARATION
 World Condos on Yonge - B1/B2 Residential Building

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Residential	8	13	0.22946	0.22946
Residential	9	13	0.14374	0.14374
Residential	10	13	0.14374	0.14374
Residential	11	13	0.22946	0.22946
Residential	12	13	0.16616	0.16616
Residential	13	13	0.16616	0.16616
Residential	14	13	0.22946	0.22946
Residential	15	13	0.14374	0.14374
Residential	16	13	0.14374	0.14374
Residential	17	13	0.22946	0.22946
Residential	18	13	0.16616	0.16616
Residential	19	13	0.17539	0.17539
Residential	20	13	0.22814	0.22814
Residential	21	13	0.13978	0.13978
Residential	22	13	0.13978	0.13978
Residential	23	13	0.22814	0.22814
Residential	24	13	0.17539	0.17539
Residential	1	14	0.17539	0.17539
Residential	2	14	0.22814	0.22814
Residential	3	14	0.13978	0.13978
Residential	4	14	0.13978	0.13978
Residential	5	14	0.22814	0.22814
Residential	6	14	0.17539	0.17539
Residential	7	14	0.16616	0.16616
Residential	8	14	0.22946	0.22946
Residential	9	14	0.14374	0.14374
Residential	10	14	0.14374	0.14374
Residential	11	14	0.22946	0.22946
Residential	12	14	0.16616	0.16616
Residential	13	14	0.16616	0.16616
Residential	14	14	0.22946	0.22946
Residential	15	14	0.14374	0.14374
Residential	16	14	0.14374	0.14374
Residential	17	14	0.22946	0.22946
Residential	18	14	0.16616	0.16616
Residential	19	14	0.17539	0.17539
Residential	20	14	0.22814	0.22814
Residential	21	14	0.13978	0.13978
Residential	22	14	0.13978	0.13978
Residential	23	14	0.22814	0.22814
Residential	24	14	0.17539	0.17539
Residential	1	15	0.17539	0.17539
Residential	2	15	0.22814	0.22814
Residential	3	15	0.13978	0.13978
Residential	4	15	0.13978	0.13978
Residential	5	15	0.22814	0.22814
Residential	6	15	0.17539	0.17539
Residential	7	15	0.16616	0.16616
Residential	8	15	0.22946	0.22946
Residential	9	15	0.14374	0.14374
Residential	10	15	0.14374	0.14374
Residential	11	15	0.22946	0.22946
Residential	12	15	0.16616	0.16616
Residential	13	15	0.18726	0.18726
Residential	14	15	0.32968	0.32968
Residential	15	15	0.26585	0.26585
Residential	16	15	0.17539	0.17539
Residential	17	15	0.22814	0.22814
Residential	18	15	0.13978	0.13978
Residential	19	15	0.13978	0.13978
Residential	20	15	0.22814	0.22814

SCHEDULE "D"
 TO THE CONDOMINIUM DECLARATION
World Condos on Yonge - B1/B2 Residential Building

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Residential	21	15	0.17539	0.17539
Residential	1	16	0.17539	0.17539
Residential	2	16	0.22814	0.22814
Residential	3	16	0.13978	0.13978
Residential	4	16	0.13978	0.13978
Residential	5	16	0.22814	0.22814
Residential	6	16	0.17539	0.17539
Residential	7	16	0.16616	0.16616
Residential	8	16	0.22946	0.22946
Residential	9	16	0.14374	0.14374
Residential	10	16	0.14374	0.14374
Residential	11	16	0.22946	0.22946
Residential	12	16	0.16616	0.16616
Residential	13	16	0.18726	0.18726
Residential	14	16	0.32968	0.32968
Residential	15	16	0.26585	0.26585
Residential	16	16	0.17539	0.17539
Residential	17	16	0.22814	0.22814
Residential	18	16	0.13978	0.13978
Residential	19	16	0.13978	0.13978
Residential	20	16	0.22814	0.22814
Residential	21	16	0.17539	0.17539
Residential	1	17	0.17539	0.17539
Residential	2	17	0.22814	0.22814
Residential	3	17	0.13978	0.13978
Residential	4	17	0.13978	0.13978
Residential	5	17	0.22814	0.22814
Residential	6	17	0.17539	0.17539
Residential	7	17	0.16616	0.16616
Residential	8	17	0.22946	0.22946
Residential	9	17	0.14374	0.14374
Residential	10	17	0.14374	0.14374
Residential	11	17	0.22946	0.22946
Residential	12	17	0.16616	0.16616
Residential	13	17	0.18726	0.18726
Residential	14	17	0.32968	0.32968
Residential	15	17	0.26585	0.26585
Residential	16	17	0.17539	0.17539
Residential	17	17	0.22814	0.22814
Residential	18	17	0.13978	0.13978
Residential	19	17	0.13978	0.13978
Residential	20	17	0.22814	0.22814
Residential	21	17	0.17539	0.17539
Residential	1	18	0.17539	0.17539
Residential	2	18	0.22814	0.22814
Residential	3	18	0.13978	0.13978
Residential	4	18	0.13978	0.13978
Residential	5	18	0.22814	0.22814
Residential	6	18	0.17539	0.17539
Residential	7	18	0.16616	0.16616
Residential	8	18	0.22946	0.22946
Residential	9	18	0.14374	0.14374
Residential	10	18	0.14374	0.14374
Residential	11	18	0.22946	0.22946
Residential	12	18	0.16616	0.16616
Residential	13	18	0.18726	0.18726
Residential	14	18	0.32968	0.32968
Residential	15	18	0.26585	0.26585
Residential	16	18	0.17539	0.17539
Residential	17	18	0.22814	0.22814

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
World Condos on Yonge - B1/B2 Residential Building

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Residential	18	18	0.13978	0.13978
Residential	19	18	0.13978	0.13978
Residential	20	18	0.22814	0.22814
Residential	21	18	0.17539	0.17539
Residential	1	19	0.17539	0.17539
Residential	2	19	0.22814	0.22814
Residential	3	19	0.13978	0.13978
Residential	4	19	0.13978	0.13978
Residential	5	19	0.22814	0.22814
Residential	6	19	0.17539	0.17539
Residential	7	19	0.16616	0.16616
Residential	8	19	0.22946	0.22946
Residential	9	19	0.14374	0.14374
Residential	10	19	0.14374	0.14374
Residential	11	19	0.22946	0.22946
Residential	12	19	0.16616	0.16616
Residential	1	20	0.17539	0.17539
Residential	2	20	0.22814	0.22814
Residential	3	20	0.13978	0.13978
Residential	4	20	0.13978	0.13978
Residential	5	20	0.22814	0.22814
Residential	6	20	0.17539	0.17539
Residential	7	20	0.16616	0.16616
Residential	8	20	0.22946	0.22946
Residential	9	20	0.14374	0.14374
Residential	10	20	0.14374	0.14374
Residential	11	20	0.22946	0.22946
Residential	12	20	0.16616	0.16616
Residential	1	21	0.17539	0.17539
Residential	2	21	0.22814	0.22814
Residential	3	21	0.13978	0.13978
Residential	4	21	0.13978	0.13978
Residential	5	21	0.22814	0.22814
Residential	6	21	0.17539	0.17539
Residential	7	21	0.16616	0.16616
Residential	8	21	0.22946	0.22946
Residential	9	21	0.14374	0.14374
Residential	10	21	0.14374	0.14374
Residential	11	21	0.22946	0.22946
Residential	12	21	0.16616	0.16616
Residential	1	22	0.17539	0.17539
Residential	2	22	0.22814	0.22814
Residential	3	22	0.13978	0.13978
Residential	4	22	0.13978	0.13978
Residential	5	22	0.22814	0.22814
Residential	6	22	0.17539	0.17539
Residential	7	22	0.16616	0.16616
Residential	8	22	0.22946	0.22946
Residential	9	22	0.14374	0.14374
Residential	10	22	0.14374	0.14374
Residential	11	22	0.22946	0.22946
Residential	12	22	0.16616	0.16616
Residential	1	23	0.17539	0.17539
Residential	2	23	0.22814	0.22814
Residential	3	23	0.13978	0.13978
Residential	4	23	0.13978	0.13978
Residential	5	23	0.22814	0.22814
Residential	6	23	0.17539	0.17539

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
World Condos on Yonge - B1/B2 Residential Building

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Residential	7	23	0.16616	0.16616
Residential	8	23	0.22946	0.22946
Residential	9	23	0.14374	0.14374
Residential	10	23	0.14374	0.14374
Residential	11	23	0.22946	0.22946
Residential	12	23	0.16616	0.16616
Residential	1	24	0.17539	0.17539
Residential	2	24	0.22814	0.22814
Residential	3	24	0.13978	0.13978
Residential	4	24	0.13978	0.13978
Residential	5	24	0.22814	0.22814
Residential	6	24	0.17539	0.17539
Residential	7	24	0.26585	0.26585
Residential	8	24	0.32968	0.32968
Residential	9	24	0.18726	0.18726
Residential	1	25	0.17539	0.17539
Residential	2	25	0.22814	0.22814
Residential	3	25	0.13978	0.13978
Residential	4	25	0.13978	0.13978
Residential	5	25	0.22814	0.22814
Residential	6	25	0.17539	0.17539
Residential	7	25	0.26585	0.26585
Residential	8	25	0.32968	0.32968
Residential	9	25	0.18726	0.18726
Residential	1	26	0.17539	0.17539
Residential	2	26	0.22814	0.22814
Residential	3	26	0.13978	0.13978
Residential	4	26	0.13978	0.13978
Residential	5	26	0.22814	0.22814
Residential	6	26	0.17539	0.17539
Residential	7	26	0.26585	0.26585
Residential	8	26	0.32968	0.32968
Residential	9	26	0.18726	0.18726
Residential	1	27	0.17539	0.17539
Residential	2	27	0.22814	0.22814
Residential	3	27	0.13978	0.13978
Residential	4	27	0.13978	0.13978
Residential	5	27	0.22814	0.22814
Residential	6	27	0.17539	0.17539
Residential	7	27	0.26585	0.26585
Residential	8	27	0.32968	0.32968
Residential	9	27	0.18726	0.18726
Parking	1	A	0.00538	0.00538
Parking	2	A	0.00538	0.00538
Parking	3	A	0.00538	0.00538
Parking	4	A	0.00538	0.00538
Parking	5	A	0.00538	0.00538
Parking	6	A	0.00538	0.00538
Parking	7	A	0.00538	0.00538
Parking	8	A	0.00538	0.00538
Parking	9	A	0.00538	0.00538
Parking	10	A	0.00538	0.00538
Parking	11	A	0.00538	0.00538
Parking	12	A	0.00538	0.00538
Parking	13	A	0.00538	0.00538
Parking	14	A	0.00538	0.00538
Parking	15	A	0.00538	0.00538
Parking	16	A	0.00538	0.00538

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
World Condos on Yonge - B1/B2 Residential Building

Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Parking	17	A	0.00538
Parking	18	A	0.00538
Parking	19	A	0.00538
Parking	20	A	0.00538
Parking	21	A	0.00538
Parking	22	A	0.00538
Parking	23	A	0.00538
Parking	24	A	0.00538
Parking	25	A	0.00538
Parking	26	A	0.00538
Parking	27	A	0.00538
Parking	28	A	0.00538
Parking	29	A	0.00538
Parking	30	A	0.00538
Parking	31	A	0.00538
Parking	32	A	0.00538
Parking	33	A	0.00538
Parking	34	A	0.00538
Parking	35	A	0.00538
Parking	36	A	0.00538
Parking	37	A	0.00538
Parking	38	A	0.00538
Locker	39	A	0.00323
Parking	40	A	0.00538
Parking	41	A	0.00538
Parking	42	A	0.00538
Parking	43	A	0.00538
Parking	44	A	0.00538
Parking	45	A	0.00538
Parking	46	A	0.00538
Parking	47	A	0.00538
Parking	48	A	0.00538
Parking	49	A	0.00538
Parking	50	A	0.00538
Parking	51	A	0.00538
Parking	52	A	0.00538
Parking	53	A	0.00538
Parking	54	A	0.00538
Parking	55	A	0.00538
Parking	56	A	0.00538
Parking	57	A	0.00538
Parking	58	A	0.00538
Parking	59	A	0.00538
Parking	60	A	0.00538
Parking	61	A	0.00538
Parking	62	A	0.00538
Parking	63	A	0.00538
Parking	64	A	0.00538
Parking	65	A	0.00538
Parking	66	A	0.00538
Parking	67	A	0.00538
Parking	68	A	0.00538
Parking	69	A	0.00538
Parking	70	A	0.00538
Parking	71	A	0.00538
Parking	72	A	0.00538
Parking	73	A	0.00538
Parking	74	A	0.00538
Parking	75	A	0.00538
Parking	76	A	0.00538
Parking	77	A	0.00538
Parking	78	A	0.00538
Parking	79	A	0.00538

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
World Condos on Yonge - B1/B2 Residential Building

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Parking	80	A	0.00538	0.00538
Parking	81	A	0.00538	0.00538
Parking	82	A	0.00538	0.00538
Parking	83	A	0.00538	0.00538
Parking	84	A	0.00538	0.00538
Parking	85	A	0.00538	0.00538
Parking	86	A	0.00538	0.00538
Parking	87	A	0.00538	0.00538
Parking	88	A	0.00538	0.00538
Parking	89	A	0.00538	0.00538
Parking	90	A	0.00538	0.00538
Parking	91	A	0.00538	0.00538
Parking	92	A	0.00538	0.00538
Parking	93	A	0.00538	0.00538
Parking	94	A	0.00538	0.00538
Parking	95	A	0.00538	0.00538
Parking	96	A	0.00538	0.00538
Parking	97	A	0.00538	0.00538
Parking	98	A	0.00538	0.00538
Parking	99	A	0.00538	0.00538
Parking	100	A	0.00538	0.00538
Parking	101	A	0.00538	0.00538
Parking	102	A	0.00538	0.00538
Parking	103	A	0.00538	0.00538
Parking	104	A	0.00538	0.00538
Parking	105	A	0.00538	0.00538
Parking	106	A	0.00538	0.00538
Parking	107	A	0.00538	0.00538
Parking	108	A	0.00538	0.00538
Parking	109	A	0.00538	0.00538
Parking	110	A	0.00538	0.00538
Parking	111	A	0.00538	0.00538
Parking	112	A	0.00538	0.00538
Parking	113	A	0.00538	0.00538
Parking	114	A	0.00538	0.00538
Parking	115	A	0.00538	0.00538
Parking	116	A	0.00538	0.00538
Parking	117	A	0.00538	0.00538
Parking	118	A	0.00538	0.00538
Parking	119	A	0.00538	0.00538
Parking	120	A	0.00538	0.00538
Parking	121	A	0.00538	0.00538
Parking	122	A	0.00538	0.00538
Parking	123	A	0.00538	0.00538
Parking	124	A	0.00538	0.00538
Parking	125	A	0.00538	0.00538
Parking	126	A	0.00538	0.00538
Locker	127	A	0.00323	0.00323
Locker	128	A	0.00323	0.00323
Locker	129	A	0.00323	0.00323
Locker	130	A	0.00323	0.00323
Locker	131	A	0.00323	0.00323
Locker	132	A	0.00323	0.00323
Locker	133	A	0.00323	0.00323
Locker	134	A	0.00323	0.00323
Locker	135	A	0.00323	0.00323
Locker	136	A	0.00323	0.00323
Locker	137	A	0.00323	0.00323
Locker	138	A	0.00323	0.00323
Locker	139	A	0.00323	0.00323
Locker	140	A	0.00323	0.00323
Locker	141	A	0.00323	0.00323
Locker	142	A	0.00323	0.00323

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
World Condos on Yonge - B1/B2 Residential Building

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Locker	143	A	0.00323	0.00323
Locker	144	A	0.00323	0.00323
Locker	145	A	0.00323	0.00323
Locker	146	A	0.00323	0.00323
Locker	147	A	0.00323	0.00323
Locker	148	A	0.00323	0.00323
Locker	149	A	0.00323	0.00323
Locker	150	A	0.00323	0.00323
Locker	151	A	0.00323	0.00323
Locker	152	A	0.00323	0.00323
Locker	153	A	0.00323	0.00323
Locker	154	A	0.00323	0.00323
Locker	155	A	0.00323	0.00323
Locker	156	A	0.00323	0.00323
Parking	1	B	0.00538	0.00538
Parking	2	B	0.00538	0.00538
Parking	3	B	0.00538	0.00538
Parking	4	B	0.00538	0.00538
Parking	5	B	0.00538	0.00538
Parking	6	B	0.00538	0.00538
Parking	7	B	0.00538	0.00538
Parking	8	B	0.00538	0.00538
Parking	9	B	0.00538	0.00538
Parking	10	B	0.00538	0.00538
Parking	11	B	0.00538	0.00538
Parking	12	B	0.00538	0.00538
Parking	13	B	0.00538	0.00538
Parking	14	B	0.00538	0.00538
Parking	15	B	0.00538	0.00538
Parking	16	B	0.00538	0.00538
Parking	17	B	0.00538	0.00538
Parking	18	B	0.00538	0.00538
Parking	19	B	0.00538	0.00538
Parking	20	B	0.00538	0.00538
Parking	21	B	0.00538	0.00538
Parking	22	B	0.00538	0.00538
Parking	23	B	0.00538	0.00538
Parking	24	B	0.00538	0.00538
Parking	25	B	0.00538	0.00538
Parking	26	B	0.00538	0.00538
Parking	27	B	0.00538	0.00538
Parking	28	B	0.00538	0.00538
Parking	29	B	0.00538	0.00538
Parking	30	B	0.00538	0.00538
Parking	31	B	0.00538	0.00538
Parking	32	B	0.00538	0.00538
Parking	33	B	0.00538	0.00538
Parking	34	B	0.00538	0.00538
Parking	35	B	0.00538	0.00538
Parking	36	B	0.00538	0.00538
Parking	37	B	0.00538	0.00538
Parking	38	B	0.00538	0.00538
Parking	39	B	0.00538	0.00538
Parking	40	B	0.00538	0.00538
Parking	41	B	0.00538	0.00538
Parking	42	B	0.00538	0.00538
Parking	43	B	0.00538	0.00538
Parking	44	B	0.00538	0.00538
Parking	45	B	0.00538	0.00538
Parking	46	B	0.00538	0.00538
Parking	47	B	0.00538	0.00538
Parking	48	B	0.00538	0.00538

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
World Condos on Yonge - B1/B2 Residential Building

Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages	
Parking	49	B	0.00538	0.00538
Parking	50	B	0.00538	0.00538
Parking	51	B	0.00538	0.00538
Parking	52	B	0.00538	0.00538
Parking	53	B	0.00538	0.00538
Parking	54	B	0.00538	0.00538
Parking	55	B	0.00538	0.00538
Parking	56	B	0.00538	0.00538
Parking	57	B	0.00538	0.00538
Parking	58	B	0.00538	0.00538
Parking	59	B	0.00538	0.00538
Parking	60	B	0.00538	0.00538
Parking	61	B	0.00538	0.00538
Parking	62	B	0.00538	0.00538
Parking	63	B	0.00538	0.00538
Parking	64	B	0.00538	0.00538
Parking	65	B	0.00538	0.00538
Parking	66	B	0.00538	0.00538
Parking	67	B	0.00538	0.00538
Parking	68	B	0.00538	0.00538
Parking	69	B	0.00538	0.00538
Parking	70	B	0.00538	0.00538
Parking	71	B	0.00538	0.00538
Parking	72	B	0.00538	0.00538
Parking	73	B	0.00538	0.00538
Parking	74	B	0.00538	0.00538
Parking	75	B	0.00538	0.00538
Parking	76	B	0.00538	0.00538
Parking	77	B	0.00538	0.00538
Parking	78	B	0.00538	0.00538
Parking	79	B	0.00538	0.00538
Parking	80	B	0.00538	0.00538
Parking	81	B	0.00538	0.00538
Parking	82	B	0.00538	0.00538
Parking	83	B	0.00538	0.00538
Parking	84	B	0.00538	0.00538
Parking	85	B	0.00538	0.00538
Parking	86	B	0.00538	0.00538
Parking	87	B	0.00538	0.00538
Parking	88	B	0.00538	0.00538
Parking	89	B	0.00538	0.00538
Parking	90	B	0.00538	0.00538
Parking	91	B	0.00538	0.00538
Parking	92	B	0.00538	0.00538
Parking	93	B	0.00538	0.00538
Parking	94	B	0.00538	0.00538
Parking	95	B	0.00538	0.00538
Parking	96	B	0.00538	0.00538
Parking	97	B	0.00538	0.00538
Parking	98	B	0.00538	0.00538
Parking	99	B	0.00538	0.00538
Parking	100	B	0.00538	0.00538
Parking	101	B	0.00538	0.00538
Parking	102	B	0.00538	0.00538
Parking	103	B	0.00538	0.00538
Parking	104	B	0.00538	0.00538
Parking	105	B	0.00538	0.00538
Parking	106	B	0.00538	0.00538
Parking	107	B	0.00538	0.00538
Parking	108	B	0.00538	0.00538
Parking	109	B	0.00538	0.00538
Parking	110	B	0.00538	0.00538
Parking	111	B	0.00538	0.00538

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
World Condos on Yonge - B1/B2 Residential Building

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Parking	112	B	0.00538	0.00538
Parking	113	B	0.00538	0.00538
Parking	114	B	0.00538	0.00538
Parking	115	B	0.00538	0.00538
Parking	116	B	0.00538	0.00538
Parking	117	B	0.00538	0.00538
Parking	118	B	0.00538	0.00538
Parking	119	B	0.00538	0.00538
Parking	120	B	0.00538	0.00538
Parking	121	B	0.00538	0.00538
Parking	122	B	0.00538	0.00538
Parking	123	B	0.00538	0.00538
Parking	124	B	0.00538	0.00538
Parking	125	B	0.00538	0.00538
Parking	126	B	0.00538	0.00538
Parking	127	B	0.00538	0.00538
Parking	128	B	0.00538	0.00538
Parking	129	B	0.00538	0.00538
Parking	130	B	0.00538	0.00538
Parking	131	B	0.00538	0.00538
Parking	132	B	0.00538	0.00538
Parking	133	B	0.00538	0.00538
Parking	134	B	0.00538	0.00538
Parking	135	B	0.00538	0.00538
Parking	136	B	0.00538	0.00538
Parking	137	B	0.00538	0.00538
Parking	138	B	0.00538	0.00538
Parking	139	B	0.00538	0.00538
Parking	140	B	0.00538	0.00538
Parking	141	B	0.00538	0.00538
Parking	142	B	0.00538	0.00538
Parking	143	B	0.00538	0.00538
Parking	144	B	0.00538	0.00538
Parking	145	B	0.00538	0.00538
Parking	146	B	0.00538	0.00538
Parking	147	B	0.00538	0.00538
Parking	148	B	0.00538	0.00538
Parking	149	B	0.00538	0.00538
Parking	150	B	0.00538	0.00538
Parking	151	B	0.00538	0.00538
Parking	152	B	0.00538	0.00538
Parking	153	B	0.00538	0.00538
Parking	154	B	0.00538	0.00538
Parking	155	B	0.00538	0.00538
Parking	156	B	0.00538	0.00538
Parking	157	B	0.00538	0.00538
Parking	158	B	0.00538	0.00538
Parking	159	B	0.00538	0.00538
Parking	160	B	0.00538	0.00538
Parking	161	B	0.00538	0.00538
Parking	162	B	0.00538	0.00538
Parking	163	B	0.00538	0.00538
Parking	164	B	0.00538	0.00538
Parking	165	B	0.00538	0.00538
Parking	166	B	0.00538	0.00538
Parking	167	B	0.00538	0.00538
Parking	168	B	0.00538	0.00538
Parking	169	B	0.00538	0.00538
Parking	170	B	0.00538	0.00538
Parking	171	B	0.00538	0.00538
Parking	172	B	0.00538	0.00538
Parking	173	B	0.00538	0.00538
Parking	174	B	0.00538	0.00538

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
World Condos on Yonge - B1/B2 Residential Building

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Parking	175	B	0.00538	0.00538
Parking	176	B	0.00538	0.00538
Parking	177	B	0.00538	0.00538
Parking	178	B	0.00538	0.00538
Parking	179	B	0.00538	0.00538
Parking	180	B	0.00538	0.00538
Parking	181	B	0.00538	0.00538
Parking	182	B	0.00538	0.00538
Parking	183	B	0.00538	0.00538
Parking	184	B	0.00538	0.00538
Parking	185	B	0.00538	0.00538
Parking	186	B	0.00538	0.00538
Parking	187	B	0.00538	0.00538
Parking	188	B	0.00538	0.00538
Parking	189	B	0.00538	0.00538
Parking	190	B	0.00538	0.00538
Parking	191	B	0.00538	0.00538
Parking	192	B	0.00538	0.00538
Parking	193	B	0.00538	0.00538
Parking	194	B	0.00538	0.00538
Parking	195	B	0.00538	0.00538
Parking	196	B	0.00538	0.00538
Parking	197	B	0.00538	0.00538
Parking	198	B	0.00538	0.00538
Parking	199	B	0.00538	0.00538
Parking	200	B	0.00538	0.00538
Parking	201	B	0.00538	0.00538
Parking	202	B	0.00538	0.00538
Parking	203	B	0.00538	0.00538
Parking	204	B	0.00538	0.00538
Parking	205	B	0.00538	0.00538
Parking	206	B	0.00538	0.00538
Parking	207	B	0.00538	0.00538
Storage	208	B	0.00323	0.00323
Storage	209	B	0.00323	0.00323
Locker	210	B	0.00323	0.00323
Locker	211	B	0.00323	0.00323
Locker	212	B	0.00323	0.00323
Locker	213	B	0.00323	0.00323
Locker	214	B	0.00323	0.00323
Locker	215	B	0.00323	0.00323
Locker	216	B	0.00323	0.00323
Locker	217	B	0.00323	0.00323
Locker	218	B	0.00323	0.00323
Locker	219	B	0.00323	0.00323
Locker	220	B	0.00323	0.00323
Locker	221	B	0.00323	0.00323
Locker	222	B	0.00323	0.00323
Locker	223	B	0.00323	0.00323
Locker	224	B	0.00323	0.00323
Locker	225	B	0.00323	0.00323
Locker	226	B	0.00323	0.00323
Locker	227	B	0.00323	0.00323
Locker	228	B	0.00323	0.00323
Locker	229	B	0.00323	0.00323
Locker	230	B	0.00323	0.00323
Locker	231	B	0.00323	0.00323
Locker	232	B	0.00323	0.00323
Locker	233	B	0.00323	0.00323
Locker	234	B	0.00323	0.00323
Locker	235	B	0.00323	0.00323
Locker	236	B	0.00323	0.00323
Locker	237	B	0.00323	0.00323

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
World Condos on Yonge - B1/B2 Residential Building

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Locker	238	B	0.00323	0.00323
Locker	239	B	0.00323	0.00323
Locker	240	B	0.00323	0.00323
Locker	241	B	0.00323	0.00323
Locker	242	B	0.00323	0.00323
Locker	243	B	0.00323	0.00323
Locker	244	B	0.00323	0.00323
Locker	245	B	0.00323	0.00323
Locker	246	B	0.00323	0.00323
Locker	247	B	0.00323	0.00323
Locker	248	B	0.00323	0.00323
Locker	249	B	0.00323	0.00323
Locker	250	B	0.00323	0.00323
Locker	251	B	0.00323	0.00323
Locker	252	B	0.00323	0.00323
Locker	253	B	0.00323	0.00323
Locker	254	B	0.00323	0.00323
Locker	255	B	0.00323	0.00323
Locker	256	B	0.00323	0.00323
Locker	257	B	0.00323	0.00323
Locker	258	B	0.00323	0.00323
Locker	259	B	0.00323	0.00323
Locker	260	B	0.00323	0.00323
Locker	261	B	0.00323	0.00323
Locker	262	B	0.00323	0.00323
Locker	263	B	0.00323	0.00323
Locker	264	B	0.00323	0.00323
Locker	265	B	0.00323	0.00323
Locker	266	B	0.00323	0.00323
Locker	267	B	0.00323	0.00323
Locker	268	B	0.00323	0.00323
Locker	269	B	0.00323	0.00323
Locker	270	B	0.00323	0.00323
Locker	271	B	0.00323	0.00323
Locker	272	B	0.00323	0.00323
Locker	273	B	0.00323	0.00323
Locker	274	B	0.00323	0.00323
Locker	275	B	0.00323	0.00323
Locker	276	B	0.00323	0.00323
Locker	277	B	0.00323	0.00323
Locker	278	B	0.00323	0.00323
Locker	279	B	0.00323	0.00323
Locker	280	B	0.00323	0.00323
Locker	281	B	0.00323	0.00323
Locker	282	B	0.00323	0.00323
Locker	283	B	0.00323	0.00323
Locker	284	B	0.00323	0.00323
Storage	285	B	0.00323	0.00323
Parking	1	C	0.00538	0.00538
Parking	2	C	0.00538	0.00538
Parking	3	C	0.00538	0.00538
Parking	4	C	0.00538	0.00538
Parking	5	C	0.00538	0.00538
Parking	6	C	0.00538	0.00538
Parking	7	C	0.00538	0.00538
Parking	8	C	0.00538	0.00538
Parking	9	C	0.00538	0.00538
Parking	10	C	0.00538	0.00538
Parking	11	C	0.00538	0.00538
Parking	12	C	0.00538	0.00538
Parking	13	C	0.00538	0.00538
Parking	14	C	0.00538	0.00538

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
World Condos on Yonge - B1/B2 Residential Building

Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages	
Parking	15	C	0.00538	0.00538
Parking	16	C	0.00538	0.00538
Parking	17	C	0.00538	0.00538
Parking	18	C	0.00538	0.00538
Parking	19	C	0.00538	0.00538
Parking	20	C	0.00538	0.00538
Parking	21	C	0.00538	0.00538
Parking	22	C	0.00538	0.00538
Parking	23	C	0.00538	0.00538
Parking	24	C	0.00538	0.00538
Parking	25	C	0.00538	0.00538
Parking	26	C	0.00538	0.00538
Parking	27	C	0.00538	0.00538
Parking	28	C	0.00538	0.00538
Parking	29	C	0.00538	0.00538
Parking	30	C	0.00538	0.00538
Parking	31	C	0.00538	0.00538
Parking	32	C	0.00538	0.00538
Parking	33	C	0.00538	0.00538
Parking	34	C	0.00538	0.00538
Parking	35	C	0.00538	0.00538
Parking	36	C	0.00538	0.00538
Parking	37	C	0.00538	0.00538
Parking	38	C	0.00538	0.00538
Parking	39	C	0.00538	0.00538
Parking	40	C	0.00538	0.00538
Parking	41	C	0.00538	0.00538
Parking	42	C	0.00538	0.00538
Parking	43	C	0.00538	0.00538
Parking	44	C	0.00538	0.00538
Parking	45	C	0.00538	0.00538
Parking	46	C	0.00538	0.00538
Parking	47	C	0.00538	0.00538
Parking	48	C	0.00538	0.00538
Parking	49	C	0.00538	0.00538
Parking	50	C	0.00538	0.00538
Parking	51	C	0.00538	0.00538
Parking	52	C	0.00538	0.00538
Parking	53	C	0.00538	0.00538
Parking	54	C	0.00538	0.00538
Parking	55	C	0.00538	0.00538
Parking	56	C	0.00538	0.00538
Parking	57	C	0.00538	0.00538
Parking	58	C	0.00538	0.00538
Parking	59	C	0.00538	0.00538
Parking	60	C	0.00538	0.00538
Parking	61	C	0.00538	0.00538
Parking	62	C	0.00538	0.00538
Parking	63	C	0.00538	0.00538
Parking	64	C	0.00538	0.00538
Parking	65	C	0.00538	0.00538
Parking	66	C	0.00538	0.00538
Parking	67	C	0.00538	0.00538
Parking	68	C	0.00538	0.00538
Parking	69	C	0.00538	0.00538
Parking	70	C	0.00538	0.00538
Parking	71	C	0.00538	0.00538
Parking	72	C	0.00538	0.00538
Parking	73	C	0.00538	0.00538
Parking	74	C	0.00538	0.00538
Parking	75	C	0.00538	0.00538
Parking	76	C	0.00538	0.00538
Parking	77	C	0.00538	0.00538

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
World Condos on Yonge - B1/B2 Residential Building

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Parking	78	C	0.00538	0.00538
Parking	79	C	0.00538	0.00538
Parking	80	C	0.00538	0.00538
Parking	81	C	0.00538	0.00538
Parking	82	C	0.00538	0.00538
Parking	83	C	0.00538	0.00538
Parking	84	C	0.00538	0.00538
Parking	85	C	0.00538	0.00538
Parking	86	C	0.00538	0.00538
Parking	87	C	0.00538	0.00538
Parking	88	C	0.00538	0.00538
Parking	89	C	0.00538	0.00538
Parking	90	C	0.00538	0.00538
Parking	91	C	0.00538	0.00538
Parking	92	C	0.00538	0.00538
Parking	93	C	0.00538	0.00538
Parking	94	C	0.00538	0.00538
Parking	95	C	0.00538	0.00538
Parking	96	C	0.00538	0.00538
Parking	97	C	0.00538	0.00538
Parking	98	C	0.00538	0.00538
Parking	99	C	0.00538	0.00538
Parking	100	C	0.00538	0.00538
Parking	101	C	0.00538	0.00538
Parking	102	C	0.00538	0.00538
Parking	103	C	0.00538	0.00538
Parking	104	C	0.00538	0.00538
Parking	105	C	0.00538	0.00538
Parking	106	C	0.00538	0.00538
Parking	107	C	0.00538	0.00538
Parking	108	C	0.00538	0.00538
Parking	109	C	0.00538	0.00538
Parking	110	C	0.00538	0.00538
Parking	111	C	0.00538	0.00538
Parking	112	C	0.00538	0.00538
Parking	113	C	0.00538	0.00538
Parking	114	C	0.00538	0.00538
Parking	115	C	0.00538	0.00538
Parking	116	C	0.00538	0.00538
Parking	117	C	0.00538	0.00538
Parking	118	C	0.00538	0.00538
Parking	119	C	0.00538	0.00538
Parking	120	C	0.00538	0.00538
Parking	121	C	0.00538	0.00538
Parking	122	C	0.00538	0.00538
Parking	123	C	0.00538	0.00538
Parking	124	C	0.00538	0.00538
Parking	125	C	0.00538	0.00538
Parking	126	C	0.00538	0.00538
Parking	127	C	0.00538	0.00538
Parking	128	C	0.00538	0.00538
Parking	129	C	0.00538	0.00538
Parking	130	C	0.00538	0.00538
Parking	131	C	0.00538	0.00538
Parking	132	C	0.00538	0.00538
Parking	133	C	0.00538	0.00538
Parking	134	C	0.00538	0.00538
Parking	135	C	0.00538	0.00538
Parking	136	C	0.00538	0.00538
Parking	137	C	0.00538	0.00538
Parking	138	C	0.00538	0.00538
Parking	139	C	0.00538	0.00538
Parking	140	C	0.00538	0.00538

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
World Condos on Yonge - B1/B2 Residential Building

Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages	
Parking	141	C	0.00538	0.00538
Parking	142	C	0.00538	0.00538
Parking	143	C	0.00538	0.00538
Parking	144	C	0.00538	0.00538
Parking	145	C	0.00538	0.00538
Parking	146	C	0.00538	0.00538
Parking	147	C	0.00538	0.00538
Parking	148	C	0.00538	0.00538
Parking	149	C	0.00538	0.00538
Parking	150	C	0.00538	0.00538
Parking	151	C	0.00538	0.00538
Parking	152	C	0.00538	0.00538
Parking	153	C	0.00538	0.00538
Parking	154	C	0.00538	0.00538
Parking	155	C	0.00538	0.00538
Parking	156	C	0.00538	0.00538
Parking	157	C	0.00538	0.00538
Parking	158	C	0.00538	0.00538
Parking	159	C	0.00538	0.00538
Parking	160	C	0.00538	0.00538
Parking	161	C	0.00538	0.00538
Parking	162	C	0.00538	0.00538
Parking	163	C	0.00538	0.00538
Parking	164	C	0.00538	0.00538
Parking	165	C	0.00538	0.00538
Parking	166	C	0.00538	0.00538
Parking	167	C	0.00538	0.00538
Parking	168	C	0.00538	0.00538
Parking	169	C	0.00538	0.00538
Parking	170	C	0.00538	0.00538
Parking	171	C	0.00538	0.00538
Parking	172	C	0.00538	0.00538
Parking	173	C	0.00538	0.00538
Parking	174	C	0.00538	0.00538
Parking	175	C	0.00538	0.00538
Parking	176	C	0.00538	0.00538
Parking	177	C	0.00538	0.00538
Parking	178	C	0.00538	0.00538
Parking	179	C	0.00538	0.00538
Parking	180	C	0.00538	0.00538
Parking	181	C	0.00538	0.00538
Parking	182	C	0.00538	0.00538
Parking	183	C	0.00538	0.00538
Parking	184	C	0.00538	0.00538
Parking	185	C	0.00538	0.00538
Parking	186	C	0.00538	0.00538
Parking	187	C	0.00538	0.00538
Parking	188	C	0.00538	0.00538
Parking	189	C	0.00538	0.00538
Parking	190	C	0.00538	0.00538
Parking	191	C	0.00538	0.00538
Parking	192	C	0.00538	0.00538
Parking	193	C	0.00538	0.00538
Parking	194	C	0.00538	0.00538
Parking	195	C	0.00538	0.00538
Parking	196	C	0.00538	0.00538
Parking	197	C	0.00538	0.00538
Parking	198	C	0.00538	0.00538
Parking	199	C	0.00538	0.00538
Parking	200	C	0.00538	0.00538
Parking	201	C	0.00538	0.00538
Parking	202	C	0.00538	0.00538
Parking	203	C	0.00538	0.00538

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
World Condos on Yonge - B1/B2 Residential Building

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Parking	204	C	0.00538	0.00538
Parking	205	C	0.00538	0.00538
Parking	206	C	0.00538	0.00538
Parking	207	C	0.00538	0.00538
Parking	208	C	0.00538	0.00538
Parking	209	C	0.00538	0.00538
Parking	210	C	0.00538	0.00538
Parking	211	C	0.00538	0.00538
Storage	212	C	0.00323	0.00323
Storage	213	C	0.00323	0.00323
Locker	214	C	0.00323	0.00323
Locker	215	C	0.00323	0.00323
Locker	216	C	0.00323	0.00323
Locker	217	C	0.00323	0.00323
Locker	218	C	0.00323	0.00323
Locker	219	C	0.00323	0.00323
Locker	220	C	0.00323	0.00323
Locker	221	C	0.00323	0.00323
Locker	222	C	0.00323	0.00323
Locker	223	C	0.00323	0.00323
Locker	224	C	0.00323	0.00323
Locker	225	C	0.00323	0.00323
Locker	226	C	0.00323	0.00323
Locker	227	C	0.00323	0.00323
Locker	228	C	0.00323	0.00323
Locker	229	C	0.00323	0.00323
Locker	230	C	0.00323	0.00323
Locker	231	C	0.00323	0.00323
Locker	232	C	0.00323	0.00323
Locker	233	C	0.00323	0.00323
Locker	234	C	0.00323	0.00323
Locker	235	C	0.00323	0.00323
Locker	236	C	0.00323	0.00323
Locker	237	C	0.00323	0.00323
Locker	238	C	0.00323	0.00323
Locker	239	C	0.00323	0.00323
Locker	240	C	0.00323	0.00323
Locker	241	C	0.00323	0.00323
Locker	242	C	0.00323	0.00323
Locker	243	C	0.00323	0.00323
Locker	244	C	0.00323	0.00323
Locker	245	C	0.00323	0.00323
Locker	246	C	0.00323	0.00323
Locker	247	C	0.00323	0.00323
Locker	248	C	0.00323	0.00323
Locker	249	C	0.00323	0.00323
Locker	250	C	0.00323	0.00323
Locker	251	C	0.00323	0.00323
Locker	252	C	0.00323	0.00323
Locker	253	C	0.00323	0.00323
Locker	254	C	0.00323	0.00323
Locker	255	C	0.00323	0.00323
Locker	256	C	0.00323	0.00323
Locker	257	C	0.00323	0.00323
Locker	258	C	0.00323	0.00323
Locker	259	C	0.00323	0.00323
Locker	260	C	0.00323	0.00323
Locker	261	C	0.00323	0.00323
Locker	262	C	0.00323	0.00323
Locker	263	C	0.00323	0.00323
Locker	264	C	0.00323	0.00323
Locker	265	C	0.00323	0.00323
Locker	266	C	0.00323	0.00323

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
World Condos on Yonge - B1/B2 Residential Building

Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages	
Locker	267	C	0.00323	0.00323
Locker	268	C	0.00323	0.00323
Locker	269	C	0.00323	0.00323
Locker	270	C	0.00323	0.00323
Locker	271	C	0.00323	0.00323
Locker	272	C	0.00323	0.00323
Locker	273	C	0.00323	0.00323
Locker	274	C	0.00323	0.00323
Locker	275	C	0.00323	0.00323
Locker	276	C	0.00323	0.00323
Locker	277	C	0.00323	0.00323
Locker	278	C	0.00323	0.00323
Locker	279	C	0.00323	0.00323
Locker	280	C	0.00323	0.00323
Locker	281	C	0.00323	0.00323
Locker	282	C	0.00323	0.00323
Locker	283	C	0.00323	0.00323
Locker	284	C	0.00323	0.00323
Locker	285	C	0.00323	0.00323
Locker	286	C	0.00323	0.00323
Locker	287	C	0.00323	0.00323
Locker	288	C	0.00323	0.00323
Locker	289	C	0.00323	0.00323
Locker	290	C	0.00323	0.00323
Locker	291	C	0.00323	0.00323
Locker	292	C	0.00323	0.00323
Locker	293	C	0.00323	0.00323
Locker	294	C	0.00323	0.00323
Locker	295	C	0.00323	0.00323
Locker	296	C	0.00323	0.00323
Locker	297	C	0.00323	0.00323
Locker	298	C	0.00323	0.00323
Locker	299	C	0.00323	0.00323
Locker	300	C	0.00323	0.00323
Locker	301	C	0.00323	0.00323
Locker	302	C	0.00323	0.00323
Locker	303	C	0.00323	0.00323
Locker	304	C	0.00323	0.00323
Locker	305	C	0.00323	0.00323
Locker	306	C	0.00323	0.00323
Locker	307	C	0.00323	0.00323
Locker	308	C	0.00323	0.00323
Locker	309	C	0.00323	0.00323
Locker	310	C	0.00323	0.00323
Locker	311	C	0.00323	0.00323
Locker	312	C	0.00323	0.00323
Locker	313	C	0.00323	0.00323
Locker	314	C	0.00323	0.00323
Locker	315	C	0.00323	0.00323
Locker	316	C	0.00323	0.00323
Locker	317	C	0.00323	0.00323
Locker	318	C	0.00323	0.00323
Locker	319	C	0.00323	0.00323
Locker	320	C	0.00323	0.00323
Locker	321	C	0.00323	0.00323
Locker	322	C	0.00323	0.00323
Locker	323	C	0.00323	0.00323
Locker	324	C	0.00323	0.00323
Locker	325	C	0.00323	0.00323
Storage	326	C	0.00323	0.00323
Total			100.00000	100.00000

SCHEDULE "E" TO THE DECLARATION OF
1834372 ONTARIO INC.

COMMON EXPENSES

- (a) All expenses of the Corporation incurred by it in the performance of its objects and duties whether such objects and duties are imposed under the provisions of the Act, the Declaration, the Easement and Cost Sharing Agreement, the Easement and Cost Sharing Agreement #3 and any other agreement or instrument imposing obligations on the Corporation and the by-laws or Rules of the Corporation.
- (b) All sums of money payable by the Corporation for the obtaining and maintenance of any insurance coverage required or permitted by the Act or the Declaration.
- (c) All sums of money payable for utilities and services serving the Units (if same are not separately metered or check or consumption metered for such Units) or common elements including, without limiting the generality of the foregoing, monies payable on account of:
 - (i) gas and electricity;
 - (ii) hydro and fuel;
 - (iii) water;
 - (iv) waste and garbage disposal;
 - (v) maintenance materials, tools and supplies; and
 - (vi) off-site snow removal (All purchasers of a Unit(s) are advised that the City of Markham may not require off-site snow removal. However, in the case of heavy snow falls, the limited snow storage space available may make it necessary to truck snow off site and the costs of same shall be included in the common expense fee.)

save and provided that:

- (i) The cost of maintaining, replacing, repairing and operating the Exterior Landscaped Areas and Facilities, Pedestrian Walkways, Parks, Pedestrian Bridge, Garage Ramps, Green Roofs, Outdoor Roadways, Shared Systems, Project Parking Units and Shared Elevators shall be shared as follows. The cost of the Corporation's proportionate or allocated share of maintaining, replacing, repairing and operating the Exterior Landscaped Areas and Facilities, Pedestrian Walkways, Parks, Pedestrian Bridge, Garage Ramps, Green Roofs, Outdoor Roadways, Shared Systems, Project Parking Units and the Shared Elevators is set forth and described in the Easement and Cost Sharing Agreement, and the Corporation shall be responsible for paying its Proportionate Share thereof, it being understood that such allocations or responsibilities may be further adjusted, qualified or amended pursuant to any provisions of the Easement and Cost Sharing Agreement in which event the readjustment or qualified or amended adjustments shall prevail. The Corporation's proportionate or allocated share of the costs related to the Parks shall include, without limitation, the costs to comply with the terms of the Development Agreements and easements as required by the City of Markham. The Corporation's proportionate or allocated share of the costs related to the Outdoor Roadways shall include, without limitation, the costs to comply with the terms of the Development Agreements and easements as required by the City of Markham. It is understood that the Easement and Cost Sharing Agreement shall, inter alia, allocate between: (A) the Corporation the costs of maintaining, operating, repairing and replacing the Exterior Landscaped Areas and Facilities, Pedestrian Walkways, Parks, Pedestrian Bridge, Garage Ramps, Green Roofs, Outdoor Roadways, Project Parking Units and the Shared Systems; and (B) the Building B3 Corporation, the A1/A2 Residential Corporation, the Corporation and the A1/A2 Commercial Corporation the costs of maintaining, operating, repairing and replacing the Shared Elevators, in accordance with the terms of the Easement and Cost Sharing Agreement. The Corporation shall subsequent to the registration of the Declaration, enter into or assume the Easement and Cost Sharing Agreement with a view of covenanting to be responsible for its share of such costs.
- (ii) The cost of maintaining, repairing and operating the Shared Recreational Areas shall be shared as follows. The cost of the Corporation's proportionate or allocated share of maintaining, repairing and operating the Shared Recreational Areas is set forth and described in the Easement and Cost Sharing Agreement #3, and the Corporation shall be responsible for paying its Proportionate Share #3 thereof, it being understood that such allocations or responsibilities may be further adjusted, qualified or amended pursuant to any provisions of the Easement and Cost Sharing Agreement #3 in which event the readjustment or qualified or amended adjustments shall prevail. It is understood that the Easement and Cost Sharing Agreement #3 shall allocate between the Corporation and the A1/A2 Residential Corporation the costs of maintaining, operating and repairing the Shared Recreational Areas, in accordance with their respective Proportionate Share #3. The Corporation shall subsequent to the registration of the Declaration, enter into or assume the Easement and Cost Sharing Agreement #3 with a view of covenanting to be responsible for its share of such costs.
- (d) Provided that all charges in respect of cable television, television, telephone and internet service shall be borne by the Owners directly and shall not form part of the common expenses.

- (e) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements, save as in respect to any common element areas of the Corporation which constitute part of: (A) the Exterior Landscaped Areas and Facilities, Pedestrian Walkways, Parks, Pedestrian Bridge, Garage Ramps, Green Roofs, Outdoor Roadways, Shared Systems, Shared Elevators or Project Parking Units; or (B) the Shared Recreational Areas, which shall be shared as stated above.
- (f) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and professional advice services required by the Corporation in the performance of its objects, duties and powers.
- (g) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, or by its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation.
- (h) All sums of money assessed by the Corporation for the reserve fund to be paid by every Owner as part of their contribution towards common expenses, for the major repair and replacement of common elements and assets of the Corporation, in accordance with the Act and this Declaration.
- (i) All sums of money paid by the Corporation for any cleaning, repair, addition, alteration, improvement to or renovation of the common elements or assets of the Corporation.
- (j) All sums of money payable on account of realty taxes (including local improvement charges) levied against the property until such time as such taxes are levied against the individual Units.
- (k) All expenses incurred by the Corporation in enforcing any of the by-laws or Rules of the Corporation from time to time, and effecting compliance therewith by all Unit Owners and their respective tenants, licensees, residents or invitees.
- (l) All sums of money payable on account of the Guest Suite Unit, the purchase of the Guest Suite Unit and the first mortgage in relation to same. All sums of money payable on account of the Super's Unit, the purchase of the Super's Unit and the first mortgage in relation to same.
- (m) The costs to comply with the terms of the Development Agreements.
- (n) If leased, all sums of money in relation to the lease(s) for the garbage compactor(s) for the Corporation.
- (o) If leased, all sums of money in relation to the lease of a tractor for the Corporation.
- (p) All sums of money payable pursuant to and in respect of the City Agreement.

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08-913-10
Buildings B1 & B2
July 21, 2015

SCHEDULE "F"

EXCLUSIVE USE PORTIONS OF COMMON ELEMENTS

Subject to the provisions of the Act, this Declaration, the By-laws and Rules of the Corporation, the owners of certain Residential Dwelling Units shall have the exclusive use of those parts of the common elements set out hereunder, subject, however, to the right of entry thereon by the Corporation or its appointee for purposes of maintaining, repairing or replacing services located thereon or thereunder which are for the benefit of any part of the property.

1. The owners of certain Residential Dwelling Units shall have the exclusive use, subject to the provisions of this Declaration, the By-Laws of the Corporation and the Rules passed pursuant thereto of any Balcony or Terrace to which such unit provides sole and direct access.
2. The owners of certain Residential Dwelling Units on Level 1, shall have the exclusive use, subject to the provisions of this Declaration, the By-laws of the Corporation and the Rules passed pursuant thereto, of a Patio the designations of which are set out in the table below and are illustrated on Sheet No. 1 of Part 2 of the Description.

UNIT NUMBER	LEVEL NUMBER	PATIO
1	1	P1
2	1	P2
3	1	P3
4	1	P4
7	1	P7
8	1	P8
9	1	P9
10	1	P10

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SCHEDULE G
1834372 ONTARIO INC.
7165 Yonge Street
CERTIFICATE OF ARCHITECT OR ENGINEER

(SCHEDULE G TO DECLARATION FOR A STANDARD CONDOMINIUM CORPORATION) (under clause 8 (1) (e) or (h) of the *Condominium Act, 1998*)

I certify that:

Each building on the property

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

(Check whichever boxes are applicable)

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place.

OR

 ~~There are no underground garages.~~
5. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

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

OR

 ~~There are no installations with respect to the provision of air conditioning.~~
9. All installations with respect to the provision of electricity are in place.
10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

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

Dated this 9 day of June, 2015



[Signature]
(signature)

STEVEN KIRSHENBLATT
(print name)

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

SCHEDULE "G"
(7165 Yonge St.)
CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A
STANDARD OR LEASE HOLD CONDOMINIUM CORPORATION)

(under clause 8(1)(e) of the *Condominium Act, 1998*)

I certify that:

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

(Check whichever boxes are applicable)

- 1. ~~The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.~~
- 2. ~~Except as otherwise specified in the regulations, floor assemblies are constructed to the sub floor.~~
- 3. ~~Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.~~
- 4. ~~All underground garages have walls and floor assemblies in place.~~

OR

- ~~There are no underground garages.~~
- 5. ~~All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.~~

OR

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

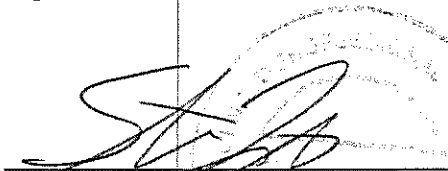
OR

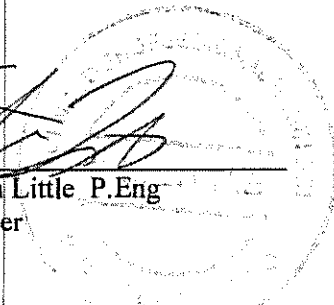
- ~~There are no installations with respect to the provision of air conditioning.~~
- 9. All installations with respect to the provision of electricity are in place.
- 10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

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

DATED this 14th day of April, 2015.


 Name: Steven Little P.Eng
 Title: Engineer



SCHEDULE "G"
(7167 Yonge St.)
CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A
STANDARD OR LEASE HOLD CONDOMINIUM CORPORATION)

(under clause 8(1)(e) of the *Condominium Act, 1998*)

I certify that:

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

(Check whichever boxes are applicable)

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- 2. ~~Except as otherwise specified in the regulations, floor assemblies are constructed to the sub floor.~~
- 3. ~~Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the dry wall (including taping and sanding), plaster or other final covering.~~
- 4. ~~All underground garages have walls and floor assemblies in place.~~

OR

- ~~There are no underground garages.~~
- 5. ~~All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.~~

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- ~~There are no elevating devices as defined in the *Elevating Devices Act* except for elevating devices contained wholly in a unit and designed for use only within the unit.~~
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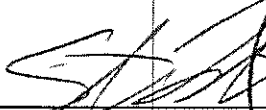
OR

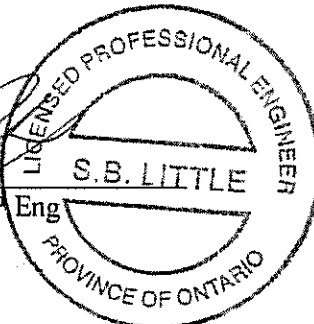
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OR

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

DATED this 14th day of April, 2015.


 Name: Steven Little P.Eng
 Title: Engineer



CERTIFICATE OF ARCHITECT OR ENGINEER

(SCHEDULE G TO DECLARATION FOR A STANDARD CONDOMINIUM CORPORATION) (under clause 8 (1) (e) or (h) of the *Condominium Act, 1998*)

I certify that:

Each building on the property

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

(Check whichever boxes are applicable)

- 1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
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- 3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
- 4. All underground garages have walls and floor assemblies in place.

OR

~~There are no underground garages.~~

- 5. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

~~There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.~~

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- 7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
- 8. All installations with respect to the provision of air conditioning are in place.

OR

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

- 9. All installations with respect to the provision of electricity are in place.
- 10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

~~There are no indoor and outdoor swimming pools.~~

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

Dated this

day of

April

20

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[Handwritten Signature]

(signature)

STEVEN KIRSHENBLATT

(print name)

(Strike out whichever is not applicable:

Architect

~~Professional Engineer~~)

(1) Registry Land Titles (2) Page 1 of 15 pages

(3) Property Identifier(s) Block Property
29827 -0001 to 29827 - 1417
(Both Inclusive) Additional: See Schedule

(4) Nature of Document
BY-LAW NO.1

(5) Consideration
TWO----- Dollars \$ **2.00**

(6) Description
All Units on all Levels and Common Elements comprising the property in York Region Standard Condominium Plan No. 1296
City of Markham
Land Titles Division of York Region

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other

Number YR...2369360
CERTIFICATE OF RECEIPT
OCT - 8 2015 15:34

YORK REGION
No. 05
AURORA
Jeff Deest
LAND REGISTRARS

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(8) This Document provides as follows:
SEE ATTACHED FOR BY-LAW CERTIFICATE

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
YORK REGION STANDARD CONDOMINIUM CORPORATION NO.1296
I/We have the authority to bind the Corporation
Per: *Brendan Murphy* 2015 10 01
Name: Brendan Murphy
Title: President
Per: *Latif Fazel* 2015 10 01
Name: Latif Fazel
Title: Secretary

(11) Address for Service **c/o 1 Steeplecase Road West, Unit 8, Markham, Ontario**

(12) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
Y M D

(13) Address for Service

(14) Municipal Address of Property
**7165 and 7167 Yonge Street
City of Markham
L3T 0E1**

(15) Document Prepared by:
**Michael C. Volpatti
BRATTYS LLP
Suite 200
7501 Keele Street
Vaughan, Ontario
L4K 1Y2**

Fees and Tax	
Registration Fee	
Total	

Condominium Act, 1998


CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56(9) of the *Condominium Act, 1998*)

York Region Standard Condominium Corporation No. 1296 (known as the "Corporation") certifies that:

1. The copy of By-law No. 1, 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 6 day of October , 2015.

York Region Standard Condominium Corporation No. 1296

Per: 
 Name: Latif Fazel
 Title: Secretary

I have authority to bind the Corporation

BY-LAW NO. 1

Be it enacted as a by-law of **YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296** (hereinafter referred to as the "Corporation" or "this Corporation") as follows:

ARTICLE I

DEFINITIONS

The terms used herein and, in particular, the capitalized terms used herein shall have ascribed to them the definitions contained in the Condominium Act, 1998, S.O. 1998, c.19, as amended, and the Regulations made thereunder (all of which are hereinafter referred to as the "Act"), and the declaration of the Corporation.

ARTICLE II

SEAL

The corporate seal of the Corporation shall be in the form impressed hereon.

ARTICLE III

REGISTER

The Corporation shall maintain a record (hereinafter called the "Register") which shall note the name and address for service of the owner and mortgagee of each unit who has notified the Corporation of his entitlement to vote. The owner's address for service shall be the address shown for his unit and the mortgagee's address for service shall be the address shown for him on his mortgage registered in the Land Titles Office, unless the Corporation is given notice of a different address by such owner or mortgagee.

ARTICLE IV

MEETING OF MEMBERS

1. Annual General Meetings: The annual general meeting of the owners shall be held at such place within the City of Markham, and at such time and on such day in each year as the board of directors of the Corporation (hereinafter called the "board") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the by-laws of the Corporation to be laid before the owners at an annual general meeting, and for the purposes of electing directors, confirming by-laws passed by directors, appointing an auditor and fixing or authorizing the board to fix his remuneration, and for the transaction of such other business as may be properly brought before the meeting. The board shall lay before each annual general meeting of owners a financial statement made in accordance with generally accepted accounting principles, as well as the report of the auditor to the owners, and such further information respecting the financial position of the Corporation as the by-laws may require. The board shall hold an annual general meeting not more than three (3) months after the registration of the declaration and description and subsequently within six (6) months of the end of each fiscal year of the Corporation.
2. The First Meeting: The first annual general meeting shall be held not more than three (3) months after the registration of the declaration and description. The owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual general meeting, and if the owners fail to do so, the board shall forthwith make such appointment. The remuneration of an auditor so appointed shall be fixed by the owners, or by the board if authorized to do so by the owners, but the remuneration of an auditor appointed by the board shall be fixed by the board. The Corporation shall then give notice in writing to an auditor of his appointment forthwith after such appointment is made.
3. Interim Meeting of the First Board: The first board as appointed by the declarant shall call and hold a meeting of owners by the later of thirty (30) days after the day on which the declarant has transferred twenty percent (20%) of the units and ninety (90) days after the day on which the declarant transfers the first unit in the Corporation. At such interim meeting, the owners other than the declarant may elect two (2) directors to the first board to hold office in addition to the directors appointed by the declarant even if the addition of an elected director results in more directors on the board than the declaration allows. The quorum for such interim meeting shall be constituted when twenty five percent (25%) of the units in the Corporation not owned by the declarant are present at the meeting or represented by proxy. Such a meeting is not required to be called if by the day set for the meeting, the declarant no longer owns a majority of the units and advises the board in writing of that fact.
4. Turnover Meeting: The board, elected or appointed at a time when the declarant owns a majority of the units, shall, not more than twenty-one days after the declarant ceases to be the registered owner of a majority of the units, call a meeting of the owners to elect a new board, and such meeting shall be held within twenty-one (21) days after the calling of the meeting (the "turnover meeting"). If the turnover meeting is not called within such time, any owner or any mortgagee entitled to vote may call the meeting. At this meeting, the declarant or its agents shall give to the new board elected at that meeting the seal of the Corporation and all the books, documents,

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agreements, plans, warranties, financial records, and all other information required to be transferred pursuant to Section 43 of the Act. Furthermore, within 60 days after the turnover meeting, the declarant shall give the board an audited financial statement prepared as at the date of such meeting.

5. Special Meetings: The board may at any time call a meeting of the owners of the Corporation for the transaction of any business, the nature of which shall be specified in the notice calling the meeting. The board shall, upon receipt of a requisition in writing made by owners who together own at least fifteen (15%) per cent of the units, are listed in the record maintained by the Corporation under s.47(2) of the Act and are entitled to vote, call and hold a meeting of the owners within thirty five (35) days of receiving the requisition or add the business to be transacted to the agenda of the next annual general meeting if the requisitionists request or consent. If such meeting is not called and held, any of the requisitionists may call the meeting; and in such case, the meeting shall be held within forty five (45) days of the day on which the meeting is called, and the Corporation shall, upon request by the requisitionist who called the meeting, reimburse the such requisitionist for the reasonable costs incurred in calling the meeting. If the nature of business to be presented at the meeting includes the removal of one or more of the directors, the requisition shall state, for each director proposed to be removed, the name of the director, the reasons for removal and whether the director occupies a position on the board that under subsection 51(6) of the Act is reserved for voting by owners of owner-occupied units.

6. Notices: Notice of the time, place, and date of the turnover meeting, and each annual general or special meeting, shall be served on an owner not less than fifteen (15) days before the day on which the meeting is to be held, to each owner who has notified the Corporation in writing of the owner's name and address for service and whose name appeared on the record at least twenty (20) days before the date of such meeting, and served on each mortgagee of a unit who under the terms of the mortgage has the right to vote at a meeting of the owners in place of the unit owner and has notified the Corporation in writing of the right and the mortgagee's name and address. Each notice of meeting, as hereinbefore required, shall be in writing and have the content required by subsection 47(9) of the Act and shall be served in accordance with subsections 47(7) and (8) of the Act, as the case may be.

7. Reports and Financial Statements: The Corporation shall attach to the notice of the annual general meeting a copy of the financial statements and auditor's report. A copy of the minutes of the meeting of owners and of the board shall, within ten (10) days of such meeting, be furnished to each mortgagee who has, in writing, requested same.

8. Persons entitled to be present: The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the register, the auditor of the Corporation, the directors and officers of the Corporation, others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of a majority of those present at the meeting.

9. Quorum: At any meeting of owners other than the interim meeting referred to in paragraph 3 above, a quorum shall be constituted when persons entitled to vote and owning not less than twenty-five (25%) per cent of the units are present in person or represented by proxy at such meeting. If thirty (30) minutes after the time appointed for the holding of any meeting of owners has elapsed and a quorum is not present, the meeting shall be dissolved and shall stand adjourned. Notice of the time, day and place of the reconvening of such adjourned meeting shall be given not less than ten (10) days prior to the reconvening of such meeting. For the interim meeting referred to in paragraph 3 above, the quorum shall be constituted when twenty five percent (25%) of the units in the Corporation not owned by the declarant are present at the meeting or represented by proxy.

10. Right to vote: At each meeting of owners, and subject to the restrictions in Section 14 of this Article, every owner of a unit shall be entitled to vote, if he is entitled to receive notice of the meeting and is otherwise entitled to vote at the meeting. A mortgagee entitled to receive notice of a meeting of owners has the right to vote at a meeting in the place of the unit owner or exercise the right, if any, of the unit owner to consent in writing if the mortgagee gives notice to the Corporation at least four (4) days before the date of the meeting of the mortgagee's intention to exercise the right. If there is more than one mortgagee entitled to vote in respect of one unit, the mortgagee who has priority shall be entitled to vote in respect of the unit, and if that mortgagee fails to exercise the right then the mortgagee who is next in priority may exercise the right. If none of the mortgagees who have the right to vote exercises the right, then the unit owner has the right to vote at a meeting of the owners subject to subsection 51(1) of the Act or to consent in writing. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient. The vote of each such owner or mortgagee shall be on the basis of one vote per unit, and where two or more persons entitled to vote in respect of one unit are evenly divided on how to exercise their vote, the vote in respect of that unit shall not be counted.

11. Method of voting: At any annual general, special or turnover meeting, any question shall be decided by a show of hands or on a recorded vote, which may be requested by a person entitled to attend such meeting as aforesaid either before or promptly after the vote. Unless a recorded vote is so requested, a declaration by the Chairman that such question has by the show of hands been carried is prima facie proof of the fact, without proof of the number of votes recorded in favour of, or against, any such question. A demand for a recorded vote once given, may be withdrawn. Notwithstanding the above, the voting for the election of directors shall be by recorded vote only.

12. Representatives: An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity any person duly appointed as proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation and may exercise the owner's vote in the same manner and to the same extent as such owner. Should there be more than one executor, administrator, committee, guardian or trustee, the provisions of Section 14 of this Article shall apply.

13. Proxies: Every owner or mortgagee entitled to vote at meetings of owners, may, by instrument in writing, appoint a proxy for a particular meeting of owners, 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 powers as if the owner or mortgagee were present himself. The instrument appointing a proxy shall be in writing signed by the appointer or his attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority. An instrument appointing a proxy for the election or removal of a director at a meeting of owners shall state the name of the directors for and against whom the proxy is to vote.

14. Co-owners: If two or more persons own a unit, or own a mortgage in respect of which a right to vote is exercisable, any one of the owners or mortgagees, as the case may be, may in the absence of the other owner(s) or mortgagee(s) vote, but if more than one of them are present or are represented by proxy, they shall vote in agreement with each other, or by majority of those entitled to vote in respect of the unit, failing which the vote for such unit shall not be counted.

15. Votes to govern: At all meetings of owners every question shall, unless otherwise required by the Act, the declaration or the by-laws, be decided by the majority of the votes cast on the question, as set out in Section 10 of this Article.

16. Entitlement to Vote: Except where, under the Act or the by-laws of the Corporation, the unanimous vote of all owners is required, an owner is not entitled to vote at any meeting if any common expense or other monetary contribution payable in respect of his unit are in arrears for thirty (30) days or more prior to the meeting. However, any owner not entitled to vote as aforesaid, may vote if the Corporation receives payment of the arrears with respect of the owner's unit before the meeting is held.

ARTICLE V

CORPORATION

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

- a) controlling, managing and administering the common elements and the assets of the Corporation;
- b) operating and maintaining the common elements and assets of the Corporation in a fit and proper condition including, without limiting the generality of the foregoing, the following:
 - (i) attending to the payment of the Corporation's Proportionate Share of the Exterior Landscaped Areas and Facilities, Pedestrian Walkways, Parks, Pedestrian Bridge, Garage Ramps, Green Roofs, Outdoor Roadways, Shared Systems, Project Parking Units and the Shared Elevators, pursuant to the provisions of the Declaration and the Easement and Cost Sharing Agreement and this by-law;
 - (ii) complying with the provisions of the Easement and Cost Sharing Agreement registered in the York Region Land Registry Office on February 14, 2014 as Instrument No. YR2095992, and entered into between York Region Standard Condominium Corporation No. 1247, the Declarant on behalf of the Corporation, the declarant of the A1/A2 Residential Lands on behalf of the A1/A2 Residential Corporation, the declarant of the Building C Lands on behalf of the Building C Corporation and the declarant of the A1/A2 Commercial Lands on behalf of the A1/A2 Commercial Corporation;
 - (iii) attending to the payment of the Corporation's Proportionate Share #3 of the Shared Recreational Areas, pursuant to the provisions of the Declaration and the Easement and Cost Sharing Agreement #3 and this by-law;
 - (iv) complying with the provisions of the Easement and Cost Sharing Agreement #3 registered in the York Region Land Registry Office on November 21, 2014 as Instrument No. YR2219185, and entered into between York Region Standard Condominium Corporation No. 1271 and the Declarant on behalf of the Corporation;
 - (v) complying with the rights and easements contained in the Land Titles Parcel Register for the Property;
- c) collecting the common expenses assessed against the owners;

- d) arranging for the supply of heat, hydro and water services to the common elements and the units, if required, except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any apparatus or equipment used in effecting the supply of such heat, hydro or water at any time becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have reasonable time within which to repair or replace such apparatus and the Corporation shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reasons of the breach of such duty;
- e) obtaining and maintaining such insurance as may be required by the Act, the declaration or the by laws;
- f) repairing after damage and restoring the units and the common elements in accordance with the provisions of the Act, the declaration and the by laws;
- g) obtaining and maintaining fidelity bonds where obtainable in such amounts as the board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
- h) causing audits to be made after every year-end and making financial statements available to the owners and mortgagees in accordance with the Act and the by-laws;
- i) effecting compliance by the owners with the Act, the declaration, the by-laws, and the rules;
- j) pursuant to s.76(1) of the Act, providing a status certificate in the prescribed form, and such statements and information as may be prescribed by the Act and the Corporation shall be entitled to a fee (up to the maximum prescribed by the Act) for providing same, and a duplicate thereof shall be provided without additional charge if requested, provided that the Corporation shall provide the declarant with such certificate, statements and information in connection with a sale or mortgage of a unit without any charge or fee whatsoever.
- k) pursuant to s. 93 of the Act, establishing and maintaining one or more reserve funds for the purpose of major repair and replacement of the common elements and assets of the Corporation, and pursuant to s. 94 of the Act, conducting 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.
- l) pursuant to s. 44 of the Act, retaining a person who holds a certificate of authorization within the meaning of the *Professional Engineers Act* or a certificate of practice within the meaning of the *Architects Act* to conduct a performance audit of the common elements described in the description on behalf of the Corporation no earlier than six months, and no later than 10 months, following the registration of the declaration and description.

Any of the foregoing prescribed duties shall be limited in their application by any contrary provision contained in the Declaration.

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

- a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- b) adoption and amendment of the rules concerning the operation and use of the property;
- c) employing a manager at the compensation to be determined by the board, to perform such duties and services as the board shall authorize;
- d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the board, and in such manner as the board may deem appropriate;
- e) investing the monies held in the reserve fund or funds by the Corporation, provided that such investment shall be those permitted by the Act;
- f) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- g) to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or insure the due and continued operation of the property in accordance with the declaration and by-laws of the Corporation, and to secure any such loan by mortgage, pledge or charge of any assets owned by the Corporation and to add the repayment of such loan to the common expenses, each such borrowing or loan which exceeds an amount equal to one month's common expenses being subject to approval by the unit owners at a meeting duly called for the purpose;

- h) to retain any securities or other real or personal property received by the Corporation, whether or not the same is authorized by any law, present or future, for the investment of trust funds;
- i) subject to the provisions of the declaration to the contrary, to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as the board in its sole discretion deems advisable, and to do all things and execute all documents required to give effect to the foregoing;
- j) to lease, or to grant or transfer an easement or license through, over, upon or under any part or parts of the common elements, by way of a special by-law, except those parts of the common elements over which any owner has the exclusive use.

ARTICLE VI

BOARD OF DIRECTORS

1. The affairs of the Corporation shall be managed by the board.
2. Number and Quorum: Until amended by by-law, the number of directors shall be five (5) of whom three (3) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.
3. Qualifications: Each director shall be eighteen (18) or more years of age, shall not be an undischarged bankrupt or mentally incompetent person and need not be an owner of a unit in the Corporation. If a director becomes a bankrupt or mentally incompetent person or a certificate of lien is registered under subsection 85(2) of the Act against his Unit and not discharged under subsection 85(7) of the Act within ninety (90) days, he shall thereupon cease to be a director.
4. Election and Term: The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the first meeting of the owners held to elect directors, two (2) directors shall be elected to hold office for a term of (1) year; two (2) directors shall be elected to hold office for a term of two (2) years; and one (1) director shall be elected to the position of Director of Owner Occupied Units, as defined in Article VI, Section 15 hereof, shall be elected to hold office for a term of three (3) years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the director(s) receiving the greater votes shall complete the longest remaining terms of the resigning directors subject to Article VI Section 15 below. At each annual general meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.
5. Removal of Directors: A director may be removed before the expiration of his term by a vote of owners who together own a majority of units, and the owners may elect at any annual general or special meeting any qualified person in the place of any director who has been so removed, or who has died or resigned, for the remainder of his term.
6. Filling of Vacancies: If a vacancy in the membership of the board of directors occurs, other than by way of removal by a vote of owners or as a result of the number of directors being increased, the majority of the remaining members of the board may appoint any qualified person to be a member of the board to fill such vacancy until the next annual general meeting, at which time the vacancy shall be filled by election by the owners. However, if a vacancy arises and there is not a quorum of directors in office, the directors then in office shall forthwith call a meeting of owners to fill all the vacancies, and in default thereof, or if there are no directors in office, the meeting may be called by any owner.
7. Calling of Meetings of the Board of Directors: Meetings of the board shall be held from time to time at such place and at such time and on such day as the President and Vice-President (who is a director), or any two directors, may determine; and the Secretary shall call meetings when directly authorized by the President and by the Vice-President (who is a director), or by any two directors. In addition to any other provision in the by-laws, a quorum of directors may at any time, call a meeting of the directors for the transaction of any business. Unless otherwise provided in the by-laws, notice of any meeting so called shall be given personally, by prepaid mail or by telegraph to each director not less than ten (10) days before the time when the meeting is to be held and shall state the time and place of the meeting and the general nature of the business to be discussed at the meeting, 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 the meeting or otherwise signified in writing their consent to the holding of such meeting.
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 sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.
9. Meeting by Teleconference: A meeting of the directors may be held by teleconference or another form of communications system that allows the directors to participate concurrently if all of the directors consent to the means used.

10. First Meeting of New Board: The board may, without notice, hold its first meeting for the purpose of organization, and for the election and appointment of officers, immediately following the meeting of the owners at which the directors of the board were elected, provided a quorum of directors is present.

11. Disclosure by Directors of Interest in Contracts: Every director of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party, shall disclose in writing to the Corporation the nature and extent of the interest in such contract or transaction. The disclosure shall be made at the meeting of the board, and entered in the minutes of the meeting, at which the contract or transaction is first considered, or at the first such meeting that the interested director attends, or if the director becomes interested after the contract or transaction is entered into at the next meeting of directors. Subject to the Act, such director shall refrain from voting and shall not, in respect of such contract or transaction, be counted in the quorum and shall not be present during the discussion at the meeting. A general notice to the board by a director declaring that he is a director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of his interest in relation to any contract so made. If a director has made a declaration or disclosure of his interest, and has not voted in respect of the contract or transaction, then such director, if he was acting honestly and in good faith at the time the contract or transaction was entered into, is not, by reason only of his holding the office of director, accountable to the Corporation or to its owners for any profit or gain realized from the contract or transaction, and such contract or transaction is not voidable by reason only of the director's interest therein. In respect of any contract or transaction involving the purchase or sale of real or personal property by the Corporation that the seller acquired within five (5) years before the date of the contract or transaction or the proposed contract or transaction, the director shall disclose the cost of the property to the seller, to the extent which such information is within the director's knowledge or control.

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

13. Protection of Directors and Officers: No director or officer 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 resolution or 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 which might happen in the execution of the duties of his office or in relation thereto, unless the same shall happen through his own dishonest or fraudulent act or acts.

14. Indemnity of Directors and Officers: Every director or officer of the Corporation and their respective heirs, executors, administrators, estate trustees and other legal representatives and successors, shall at all times be indemnified and saved harmless by the Corporation from and against:

- a) all costs, expenses, charges, damages and liabilities which such director or officer suffers, sustains or incurs in respect of any action, suit or proceedings that is brought, commenced or prosecuted against him for or in respect of anything done, omitted to do or permitted to be done by him in connection with the execution of the duties of his office (hereinafter collectively referred to as the "Liabilities"); and
- b) all other costs, charges and expenses which such director or officer properly sustains or incurs in relation to the affairs of the Corporation;

unless the Act or the by-laws of the Corporation otherwise provide. The Corporation shall, not later than one (1) week after the turn-over meeting, use its best efforts to purchase and maintain insurance for the benefit of every director or officer in order to indemnify them against the Liabilities, provided that such insurance shall not indemnify any officer or director against the Liabilities if same were incurred by such officer or director as a result of a contravention of Section 37(1) of the Act.

15. Director of Owner Occupied Units: Provided at least 15% of the units are owner occupied units on or after the time at which the board is required to call the turnover meeting, the owners shall elect one director to a position reserved for a director elected solely by the owners of owner occupied units (the "Director of Owner Occupied Units") as required by section 51(6) of the Act. Only owners of units that are owner occupied shall be entitled to vote for the position of Director of Owner Occupied Units. If a vacancy of the position of Director of Owner Occupied Units arises, then the owners of units that are owner occupied shall elect a director to fill the vacancy for the remainder of the term. Any notice of meeting in relation to the election of directors shall state that one position on the board is reserved for voting by owners of owner occupied units and indicate the persons, if any, which have notified the board in writing as of the day before the notice is sent that they intend to be candidates for the Director of Owner Occupied Units position.

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ARTICLE VII

OFFICERS

1. Elected Officers: At the first meeting of the board and after each election of directors, the board shall elect from among its members a President and a Secretary. In default of such election, the then incumbent, if a member of the board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office may be filled by the board from among its members.
2. Appointed Officers: From time to time the board may appoint one or more Vice-Presidents, a General Manager, a Treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the board. One person may hold more than one office and if the same person holds both the office of Secretary and the office of Treasurer he may be known as Secretary-Treasurer.
3. Term of Office: Subject to the provisions of any written agreement to the contrary, the board may remove at its pleasure any officer of the Corporation.
4. President: The President shall, when present, 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. Except when the board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.
5. Vice-President: During the absence of the President his duties may be performed and his 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), save that no Vice-President shall preside at a meeting of the board or at a meeting of owners who is not qualified to attend the meeting as a director or owner, as the case may be. 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 from time to time.
6. General Manager: The General Manager, if one be appointed, shall be responsible for the general management and direction of the Corporation's business affairs, subject to the overriding authority of the board and the supervision of the President, and shall have the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the board, and to settle the terms of their employment and remuneration.
7. Secretary: The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all others entitled thereto. He shall attend all meetings of the directors and of the owners and shall enter or cause to be entered in the books kept for that purpose, minutes of all proceedings at such meetings. He shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he shall perform such other duties as may from time to time be prescribed by the board.
8. 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, he shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation. He shall render to the board at any meeting thereof, or whenever required of him, an account of all his 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.
9. Other Officers: The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the board requires of them. 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.
10. Agents and Attorneys: The board may 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 the board, in its sole discretion, may think fit.
11. Disclosure by Officers of Interest in Contracts: Every officer of the Corporation who is not a director and has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party, shall disclose in writing to the Corporation the nature and extent of the interest in such contract or transaction. The disclosure shall be made at the first meeting of the board, and entered in the minutes of the meeting, at which the contract or transaction is first considered, or if the officer becomes interested after the contract or transaction is entered into at the next meeting of directors. A general notice to the board by a director declaring that he is a director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of his interest in relation to any contract so made. If an officer has made a declaration or disclosure of his interest, then such officer, if he was acting honestly and in good faith at the time the contract or transaction was entered into, is not, by reason only of his holding the office of officer, accountable to the Corporation or to its owners for any profit or gain realized from the contract or transaction, and such contract or transaction is not voidable by reason only of the officer's interest therein. In respect of any contract or transaction involving the purchase or sale of real or personal property by the Corporation that the seller acquired within five (5) years before the date of the contract or transaction or the proposed contract or transaction, the officer shall disclose the cost of the property to the seller, to the extent which such information is within the officer's knowledge or control.

ARTICLE VIII

BANKING ARRANGEMENTS & CONTRACTS

1. Banking Arrangements: The banking business of the Corporation or any part thereof shall be transacted with such bank located in Ontario listed under Schedule I or II to the Bank Act (Canada) or trust company authorized by law to receive money on deposit as the board may designate, appoint or authorize 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 hereto; 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.
2. Execution of Documents: Subject to the provisions of the Act, deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President together with the Secretary or any other director. 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. Notwithstanding any provisions to the contrary contained in the by-laws of the Corporation the board may, subject to the provisions of the Act, at any time and from time to time direct the manner in which, and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfer, contract or obligations of the Corporation may or shall be signed.
3. Execution of the Status Certificate: Certificates provided pursuant to Section 76(1) of the Act 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(s) by whom, such certificates may or shall be signed.

ARTICLE IX

FINANCIAL

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

ARTICLE X

NOTICE

1. Method of giving notice: Except as otherwise specifically provided in the Act, the declaration, or the by-laws, any notice, communication or other document, including budgets and notices of assessment required to be given or served shall be sufficiently given, if given in accordance with the following:
 - a) to an owner, by giving same to him, or to any director or officer of the owner, either personally or by ordinary mail, postage prepaid, addressed to him at the address for service given by such owner for the Corporation's register, or if no such address has been given, then to such owner at his respective unit;
 - b) to a mortgagee who has notified the Corporation of his interest in any unit, by giving same to him, or to any officer or director of such mortgagee, either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation; and
 - c) to the Corporation, by giving same personally to any director or officer of the Corporation, or by ordinary 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.
2. If any such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the third (3rd) business day following the day on which it was mailed.
3. Omissions and Errors: Except as provided in 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

1. Duties of the Board Re Common Expenses: The common expenses as provided for in the Act and in the declaration, shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute thereto pursuant to the provisions of Schedule "D" of the declaration. The board shall, from time to time, and at least once 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. The board shall allocate and assess such common expenses as set out in the budget for such period, among the owners, according to the proportions in which they are required to contribute to same, and such common expenses shall be payable monthly on the first day of each month during the fiscal year.
2. Duties of the Board Re Reserve Fund: In addition to the foregoing, the board shall, subject to the provisions of the declaration which may qualify or limit such obligation, make provision for the reserve fund in the annual budget, for major repair and replacement of common elements and assets of the Corporation. The Corporation shall establish and maintain this reserve fund, and shall collect from the owners as part of their contribution towards the common expenses, amounts that the board determines sufficient for such major repair and replacement, calculated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of the Corporation. Moreover, the Corporation shall 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 in accordance with s. 94 of the Act.
3. Notice of Common Expenses to Owners: The board shall advise each owner promptly in writing of the total amount of common expenses payable by each owner respectively, and shall give copies of all budgets on which such common expenses are based to all owners and mortgagees entered on the register, in accordance with the by-laws of the Corporation.
4. Owner's obligations: Each owner shall be obliged to pay to the Corporation, or as it may direct, the amount of common expenses assessed against each owner, in equal monthly payments on the first day of each and every month for the 12-month period or other period of time to which such assessment is applicable, until such time as a new assessment is given to such owner. If the board so directs, each owner shall forward to the Corporation forthwith a series of twelve post-dated cheques covering the monthly common expense payments payable during the period to which such assessment relates. Alternately, the Corporation may require the owner to establish a pre-authorized debit whereby the Corporation or the property manager shall debit from the owner's account, the monthly common expense contribution. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any rules and regulations of the Corporation in force from time to time by any unit owner, or by members of his family and/or their invitees or licensees, shall be borne and/or paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses.
5. Extraordinary Expenditures: Extraordinary expenditures not contemplated in the foregoing budget, for which the board shall not have sufficient funds, and funds required to establish reserves for contingencies and deficits, may be assessed at any time during the year in addition to the annual assessment, by the board serving notice(s) of such further assessment(s) on all owners. The notice shall include a written statement setting out the reasons for the extraordinary assessment, and each owner's proportionate share of the extraordinary assessment shall be payable by each owner within ten (10) days from the date of receipt of such notice, or within such further period of time and in such instalments as the board may otherwise determine.
6. Conveyance of unit: No owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to a transfer by him of such unit but payable by him subsequent thereto, provided that he first gives notice of such assessment to the transferee of such unit.
7. Default in payment of assessment:
 - a) Arrears of payments required to be made under the provisions of this Article XI shall bear interest at the rate of four (4%) percent per annum above the prime lending rate charged by the Corporation's bank to its best risk commercial customers, and shall be compounded monthly until paid and shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act.
 - b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of a common expense assessment levied against him, for a period of fifteen (15) days, the board may bring legal action for or on behalf of the Corporation to enforce collection thereof, and there shall be added to any amount found due, all costs of such action, including costs as between a solicitor and his own client.

ARTICLE XII

DEFAULT

1. Notice of Unpaid Common Expenses: The board whenever so requested in writing by an owner or mortgagee entered on the register, shall promptly report to such owner or mortgagee any unpaid common expenses due from, or any other default by, any owner and any other moneys claimed by the Corporation against any owner which are thirty (30) days past due.
2. Notice of Default: The board, when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each registered mortgagee of such unit who has requested that such notices be sent to him.
3. Notice of Lien: Where a lien for arrears of common expenses arises in favour of the Corporation pursuant to s.85(1) of the Act, the Corporation shall, on or before the day a notice of lien is registered, give notice of the lien to every encumbrancer whose encumbrance is registered against the title of the unit, by personal service of the notice or by sending the notice by registered prepaid post addressed to the encumbrancer at his last known address.

ARTICLE XIII

HOUSE RULES

1. Rules Governing the Use of Units and Common Elements: The board may make rules respecting the use of common elements and units, in order to promote the safety, security and welfare of the owners and of the property and assets of the Corporation, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the Corporation. Any rule made by the board shall be effective thirty (30) days after notice thereof has been given to each owner, unless the board is in receipt of a written requisition requiring a meeting of owners to consider the rules. If such a meeting of owners is required, then the rules shall become effective only upon approval at such meeting. However, any rule or amendment that has substantially the same purpose or effect as a rule previously amended or repealed within the preceding two years is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose.
2. Compliance and Amendment of Rules: The rules shall be complied with and enforced in the same manner as the by-laws, but the owners may, at any time, amend or repeal a rule at a meeting of owners duly called for that purpose; and for greater certainty, the rules shall be observed by the owners and all residents, tenants, invitees or licensees of the units.
3. Adoption of Rules: The rules and regulations attached hereto as Schedule "A" have been adopted by the board and shall be deemed to be effective thirty (30) days after notice thereof has been given to each owner, and which was given on the day succeeding registration of the declaration.
4. Notice of Rule: Upon making, amending or repealing a rule, the board shall give notice of it to the owners which shall include a copy of the rule as made, amended or repealed, a statement of the date that the board proposes that the rule will become effective and a statement that the owners have the right to requisition a meeting under section 46 of the Act, and the date that the rule becomes effective.

ARTICLE XIV

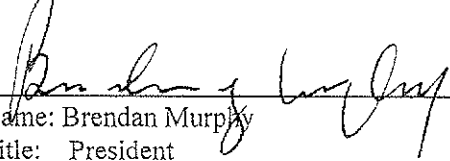
MISCELLANEOUS

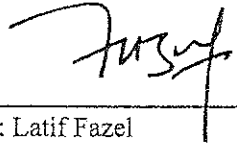
1. Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
2. Gender: The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, wherever the context so requires.
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.
4. Headings: The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience or reference only.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296 hereby enacts the foregoing by-law having been approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100 per cent of the units pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c.19, as amended.

DATED this 6 day of October, 2015.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

Per: 
Name: Brendan Murphy
Title: President

Per: 
Name: Latif Fazel
Title: Secretary

I/We have the authority to bind the Corporation.

14

SCHEDULE "A" OF BY-LAW NO. 1

The following rules shall be observed by the owners and the term "owner" shall include the owner or any other person occupying the unit with the owner's approval:

1. The water closets 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 to them from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose family, guests, tenants, visitors, servants, invitees, licensees or agents shall cause such damage.
2. Except as permitted pursuant to the Declaration, no sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the Building or common elements whatsoever without the prior written consent of the board.
3. No owner shall do, or permit anything to be done in his/her unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on the Building, or on 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 any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
4. Water shall not be left running unless in actual use.
5. The 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, any debris, refuse or garbage and the owner agrees to dispose of same in accordance with the rules of the Corporation as set out from time to time.
6. Owners, their families, guests, tenants, invitees, licensees, visitors and servants shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the board or the manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners, their families, tenants, invitees, licensees, guests, visitors, servants and persons having business with them.
7. No animal, livestock or fowl, other than a pet, shall be kept on the property, and no pet that is deemed by the board or the manager, in its absolute discretion, to be a nuisance shall be kept by any owner in any unit or in any other part of the common elements. Each pet owner must ensure that his/her pet does not defecate upon the common elements, and if an accident does occur, any such defecation must be cleaned up immediately by the pet owner, so that the common element areas are neat and clean at all times. Should a pet owner fail to clean up after his/her pet as aforesaid, the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two weeks of receipt of written notice from the board or manager requesting removal of such pet, permanently remove such pet from the property. [A pet shall be kept within the unit or may be kept in the exclusive use common element areas appurtenant to such unit only if such pet is kept on a leash.]
8. No noise caused by any instrument or other device, or otherwise, which in the opinion of the board may be calculated to disturb the comfort of the other owners shall be permitted.
9. 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.
10. No motor vehicle other than a motorcycle, private passenger automobile, station wagon, light duty van or light duty pick-up or sports utility truck in good working order and repair and which does not leak any fluids shall be parked on any part of the common elements (including any part thereof, of which any owner may have the exclusive use) or in any parking units, nor shall such areas be used for storage of parts, equipment or materials, nor shall any repairs be made to such motor vehicle on the common elements (including any part thereof, of which any owner may have the exclusive use) or parking units and no motor vehicle shall be driven on any part of the common elements other than on a driveway or parking area designated for parking by the board.
11. No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements other than an area, if any, designated for parking by the board. The board may, if it deems advisable, designate certain parking areas, if any, for the exclusive use of authorized visitors and handicapped persons. In such instances unit owners shall not park on such designated areas. The board may also designate the hours permitted for visitor parking and may provide for visitors parking passes. Owners are advised that the Corporation may enforce parking by-laws of the Municipality in the instances where the provisions of this paragraph are contravened.
12. Subject to the Declaration, no television antenna, aerial, tower, satellite dish or similar equipment or similar structure and appurtenances thereto shall be erected on or fastened to any unit, or the common elements, except in connection with a television or other telecommunication system(s) that has been installed or permitted to be installed by the Declarant or the Corporation.
13. 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.

- 14. 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 condominium Corporation against such owner in the same manner as common expenses.
- 15. The owner shall maintain his/her balcony or terrace, as applicable, in a clean and sightly manner and shall use this area only for the enjoyment of balcony furniture kept thereon, which balcony furniture shall be constructed of wood or cast iron or aluminum framing in a dark grey or similar dark colour to compliment the Building exterior glass and window frames. In that regard, such area shall not be used to store any items including, without limitation, bicycles. Without limiting the generality of the forgoing no barbequing shall be permitted thereon and such area shall not be painted and no type of flooring shall be affixed thereto without the consent of the board.
- 16. In respect of the guest suite unit, if any:
 - (a) The guest suite unit shall only be utilized by guests of the residential unit owners and their tenants in accordance with these rules, the declaration, by-laws and the Condominium Act of Ontario.
 - (b) A unit owner or tenant may reserve the guest suite unit for use by its guests for a stay of up to 15 days on a first come, first served basis or as may be directed by the board.
 - (c) The board of directors may establish from time to time conditions and stipulations as to the use of the guest suite unit as the board deems necessary and advisable, including, without limitation, the imposition of a security deposit requirement and/or a service fee. The unit owner or tenant, as the case may be, shall be responsible for all claims, losses, damages resulting from his/her guest's usage of the guest suite unit and any other part of the property. The property manager shall inspect the guest suite unit prior to and following the guest's stay in order to ascertain whether any damage has been done to the suite. In the event that the property manager determines that damages occur through the acts or omissions of the guest during the guest's stay, the property manager shall furnish the respective unit owner or tenant, as the case may be, with a detailed report of the damage including an invoice for the costs of the rectification of the damage.
 - (d) The owner of the unit or its tenant, as the case may be, together with its guest shall jointly execute and deliver an acknowledgment in the form required by the board of directors acknowledging that the guests are responsible for their personal belongings left within the guest suite unit or any other part of the property and that the Corporation shall not be liable for any such damage, theft, etc.. The guests shall also provide the condominium Corporation with an executed acknowledgment that the occupancy of the guest suite unit does not create a relationship of landlord and tenant as between the guest and the Corporation.

FOR OFFICE USE ONLY

Number YR. 2369379
CERTIFICATE OF RECEIPT

OCT - 8 2015 15:43

YORK REGION
 No. 85
 AURORA LAND REGISTRATION

New Property Identifiers

Additional:
 See
 Schedule

Executions

Additional:
 See
 Schedule

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 2 pages
(3) Property Identifier(s)	Block 29827 -0001 to 29827 - 1417 (Both Inclusive)	Property Additional: See Schedule <input type="checkbox"/>
(4) Nature of Document BY-LAW NO.2		
(5) Consideration TWO----- Dollars \$ 2.00		
(6) Description All Units on all Levels and Common Elements comprising the property in York Region Standard Condominium Plan No. 1296 City of Markham Land Titles Division of York Region		
(7) This Document Contains:	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>

(8) This Document provides as follows:
SEE ATTACHED FOR BY-LAW CERTIFICATE

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D
YORK REGION STANDARD CONDOMINIUM CORPORATION NO.1296 I/We have the authority to bind the Corporation	Per: <i>[Signature]</i> Name: Brendan Murphy Title: President	2015 10 06
	Per: <i>[Signature]</i> Name: Latif Fazel Title: Secretary	2015 10 06

(11) Address for Service

c/o 1 Steelecase Road West, Unit 8, Markham, Ontario

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D

(13) Address for Service

(14) Municipal Address of Property

7165 and 7167 Yonge Street
 City of Markham
 L3T 0E1

(15) Document Prepared by:

Michael C. Volpatti
 BRATTYS LLP
 Suite 200
 7501 Keele Street
 Vaughan, Ontario
 L4K 1Y2

Fees and Tax	
Registration Fee	
Total	

2

Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56(9) of the *Condominium Act, 1998*)

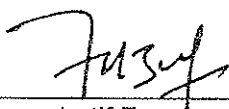
York Region Standard Condominium Corporation No. 1296 (known as the "Corporation") certifies that:

1. The copy of By-law No. 2, 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 6 day of October, 2015.

York Region Standard Condominium Corporation No. 1296

Per: _____


Name: Latif Fazel
Title: Secretary

I have authority to bind the Corporation

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

BY-LAW NO. 2

Be it enacted as a by-law of YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296 (hereinafter referred to as the "Corporation" or "this Corporation") as follows:

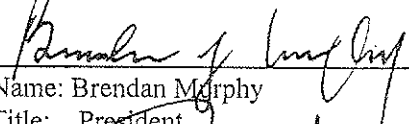
The directors of the Corporation may from time to time:

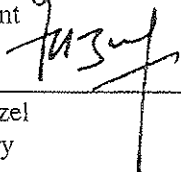
- (a) borrow money on the credit of the Corporation;
- (b) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts and unpaid calls, rights, powers, franchises and undertakings, to secure any such securities or any money borrowed, or other debts, or any obligation or liability of the Corporation;
- (c) delegate to such one or more of the officers and directors of the Corporation as may be designated by the directors all or any of the powers conferred by the foregoing clauses of this by-law to such extent and in such manner as the directors shall determine at the time of such delegation;
- (d) give indemnities to any director or other person who has undertaken or is about to undertake any liability on behalf of the Corporation or any Corporation controlled by it, and secure any such director or other person against loss by giving him by way of security a mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the Corporation;
- (e) provided that any borrowing which would result in total borrowing aggregating more than TEN THOUSAND (\$10,000.00) DOLLARS shall require the approval of the owners owning a majority of the units at a duly called meeting of the owners, subject to any provision in the declaration of the Corporation which requires the Corporation to borrow an amount in excess of TEN THOUSAND (\$10,000.00) DOLLARS, in which case no such approval shall be required.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296 hereby enacts the foregoing by-law having been approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100 per cent of the units pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c.19, as amended.

DATED this 6 day of October, 2015.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

Per: 
Name: Brendan Murphy
Title: President

Per: 
Name: Latif Fazel
Title: Secretary

I/We have the authority to bind the Corporation.

(1) Registry Land Titles (2) Page 1 of 5 pages

(3) Property Identifier(s) Block 29827 -0001 to 29827 - 1417 (Both Inclusive) Property Additional: See Schedule

(4) Nature of Document
BY-LAW NO.3

(5) Consideration
TWO Dollars \$ 2.00

(6) Description
All Units on all Levels and Common Elements comprising the property in York Region Standard Condominium Plan No. 1296
City of Markham
Land Titles Division of York Region

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other

Number YR 23694116
CERTIFICATE OF RECEIPT

OCT - 8 2015 16:04

YORK REGION
No. 65
AURORA
[Signature]
LAND REGISTRAR

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(8) This Document provides as follows:
SEE ATTACHED FOR BY-LAW CERTIFICATE

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
Y M D
YORK REGION STANDARD CONDOMINIUM CORPORATION NO.1296
I/We have the authority to bind the Corporation
Per: *[Signature]* 2015 10 06
Name: Brendan Murphy
Title: President
Per: *[Signature]* 2015 10 06
Name: Latif Fazel
Title: Secretary

(11) Address for Service
c/o 1 Steelecase Road West, Unit 8, Markham, Ontario

(12) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
Y M D

(13) Address for Service

(14) Municipal Address of Property
7165 and 7167 Yonge Street
City of Markham
L3T 0E1

(15) Document Prepared by:
Michael C. Volpatti
BRATTYS LLP
Suite 200
7501 Keele Street
Vaughan, Ontario
L4K 1Y2

Fees and Tax	
Registration Fee	
Total	

2

Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56(9) of the *Condominium Act, 1998*)

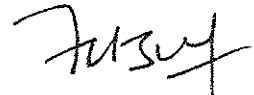
York Region Standard Condominium Corporation No. 1296 (known as the "Corporation") certifies that:

1. The copy of By-law No. 3, 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 6 day of October , 2015.

York Region Standard Condominium Corporation No. 1296

Per: _____


Name: Latif Fazel
Title: Secretary

I have authority to bind the Corporation

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

BY-LAW NO. 3

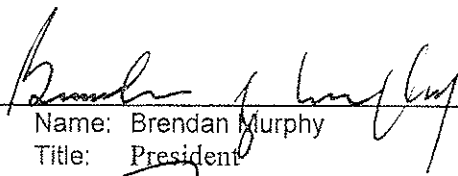
Be it enacted as a by-law of YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296 (hereinafter referred to as the "Corporation" or "this Corporation") as follows:


1. That the Corporation enter into an acknowledgement of assumption substantially in the form attached hereto as Exhibit "A" (the "Agreement") in respect of the Maintenance, Easement and Continuing Indemnity Agreement (the "MECI Agreement") dated December 12, 2013 between 1691126 Ontario Inc., 1794390 Ontario Inc., 1794391 Ontario Inc., 1794392 Ontario Inc., 1834372 Ontario Inc., 1806780 Ontario Inc. and The Corporation of the City of Markham, which MECI Agreement is registered in Land Registry Office #65 as YR2076321 ~~and attached hereto as Exhibit "B"~~.
2. That the President and Secretary of the Corporation be and they are hereby authorized to execute, on behalf of the Corporation, the Agreement, together with all other documents or instruments which are ancillary to the Agreement including without limitation, all instruments or affidavits which may be required in order to register the said Agreement and/or the MECI Agreement on the title to the lands within York Region Standard Condominium Plan No. 1296 and all instruments, etc. in order to give effect to the provisions of the Agreement and the MECI Agreement. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.
3. That all terms, provisions and conditions set out in the Agreement and the MECI Agreement, including without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified and sanctioned and confirmed.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296 hereby enacts the foregoing by-law having been approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100 per cent of the units pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c.19, as amended.

DATED this 10 day of October, 2015.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

Per: 
 Name: Brendan Murphy
 Title: President

Per: 
 Name: Latif Fazel
 Title: Secretary

I/We have authority to bind the corporation

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EXHIBIT "A"

ACKNOWLEDGEMENT OF ASSUMPTION

THIS ACKNOWLEDGEMENT made the _____ day of _____, 2015

FROM: YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296 (hereinafter referred to as the "Assignee")

TO: THE CORPORATION OF THE CITY OF MARKHAM (the "City")

AND TO: YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247

AND TO: 1691126 ONTARIO INC. AND 1834372 ONTARIO INC.

WHEREAS 1691126 ONTARIO INC. and 1834372 ONTARIO INC. and the City, together with other parties, entered into a Maintenance, Easement and Continuing Indemnity Agreement (the "MECI Agreement") dated December 12, 2013, which MECI Agreement is registered in Land Registry Office #65 as YR2076321.

AND WHEREAS the MECI Agreement requires that upon the registration of a condominium plan over all or part of the World on Yonge Condominium Lands (as such term is defined in the MECI Agreement) the new condominium corporation that is created shall assume the obligations, liabilities, representations, warranties, covenants and indemnities of 1691126 Ontario Inc. and the subject Declarant (as such term is defined in the MECI Agreement);

AND WHEREAS 1794390 ONTARIO INC. was the declarant of YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247;

AND WHEREAS 1691126 ONTARIO INC. and 1794390 ONTARIO INC. have assigned and YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247 has assumed all the covenants, duties, obligations and liabilities of 1691126 ONTARIO INC. and 1794390 ONTARIO INC. in the MECI Agreement, pursuant to an Assignment and Assumption Agreement dated February 14th, 2014;

AND WHEREAS the Assignee has agreed to assume the obligations, liabilities, representations, warranties, covenants and indemnities of YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247, 1691126 ONTARIO INC. and 1834372 ONTARIO INC. contained in the MECI Agreement as it applies to that portion of the World on Yonge Condominium Lands (as defined in the MECI Agreement) legally described as Part of Lot 18, Registrar's Compiled Plan 10327, designated as Parts 16, 17, 18, 19 and 20, Plan 65R-35223, Land Titles Division of York Region (No. 65) City of Markham (the "Building B1/B2 Lands");

NOW THEREFORE THIS ACKNOWLEDGEMENT WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignee covenants, acknowledges and agrees as follows:

1. The Assignee hereby acknowledges covenants and agrees to assume all obligations, liabilities, representations, warranties, covenants and indemnities of YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247, 1691126 ONTARIO INC. and 1834372 ONTARIO INC. in the MECI Agreement as it relates to the Building B1/B2 Lands, and covenants and agrees in favour of YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247, the City, 1691126 ONTARIO INC. and 1834372 ONTARIO INC. to perform each and every of the obligations, liabilities, representations, warranties, covenants and indemnities contained in the MECI Agreement as it relates to the Building B1/B2 Lands as if the Assignee had been an original party to the MECI Agreement.
2. The Assignee acknowledges that this Acknowledgement of Assumption shall have the effect of subjecting the Assignee to all obligations, liabilities, representations, warranties, covenants and indemnities of YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247, 1691126 ONTARIO INC. and 1834372 ONTARIO INC. in the MECI Agreement as it relates to the Building B1/B2 Lands, as fully and effectively as if the Assignee had been an original party to the MECI Agreement.

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3. This Acknowledgement shall be construed and enforced in accordance with, and the rights of the parties hereto shall be governed by, the laws of the Province of Ontario.
4. These presents and everything herein contained shall be binding upon the undersigned and its successors and assigns and enure to the benefit of the parties listed above to whom this Acknowledgement is addressed to and their respective successors and assigns.
5. This Acknowledgement shall be registered on title to the lands within York Region Standard Condominium Plan No. 1296 either by separate registration or as a schedule to a Condominium By-Law of the Assignee.
6. The Assignee hereby covenants and agrees to indemnify and save harmless 1691126 ONTARIO INC. and 1834372 ONTARIO INC. from and against all such obligations, liabilities, representations, warranties, covenants and indemnities from and including the date the Assignee was created pursuant to the provisions of the Condominium Act, 1998 (Ontario).
7. The undersigned agrees to forthwith and without charge execute and do all such further deeds, acts and assurance as may be reasonably necessary for the purposes of giving full force and effect to the covenants, agreements and provisions herein contained.
8. The undersigned acknowledges and agrees that each and every party listed hereinabove to whom this Acknowledgement is addressed to and their respective successors and assigns shall be entitled to rely on this Acknowledgement notwithstanding that they are not a party to nor signed this Acknowledgement.

IN WITNESS WHEREOF the party hereto has executed this Acknowledgement as the day first above-written.

**YORK REGION STANDARD CONDOMINIUM
CORPORATION NO. 1296**

Per: _____
Name: Brendan Murphy
Title: President

Per: _____
Name: Latif Fazel
Title: Secretary

I/We have authority to bind the Corporation.

(1) Registry Land Titles (2) Page 1 of 6 pages

(3) Property Identifier(s) Block Property
 29827 -0001 to 29827 - 1417
 (Both Inclusive) Additional: See Schedule

(4) Nature of Document
BY-LAW NO.4

(5) Consideration
TWO----- Dollars \$ **2.00**

(6) Description
All Units on all Levels and Common Elements comprising the property in York Region Standard Condominium Plan No. 1296
City of Markham
Land Titles Division of York Region

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other

(8) This Document provides as follows:
SEE ATTACHED FOR BY-LAW CERTIFICATE

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)
 Name(s) Signature(s) Date of Signature
 Y M D
 YORK REGION STANDARD CONDOMINIUM CORPORATION NO.1296
 I/We have the authority to bind the Corporation
 Per: *[Signature]* 2015
 Name: **Brendan Murphy**
 Title: **President**
 Per: *[Signature]* 2015
 Name: **Latif Fazel**
 Title: **Secretary**

(11) Address for Service
c/o 1 Steelecase Road West, Unit 8, Markham, Ontario

(12) Party(ies) (Set out Status or Interest)
 Name(s) Signature(s) Date of Signature
 Y M D

(13) Address for Service

(14) Municipal Address of Property
7165 and 7167 Yonge Street
City of Markham
L3T 0E1

(15) Document Prepared by:
Michael C. Volpatti
BRATTYS LLP
Suite 200
7501 Keele Street
Vaughan, Ontario
L4K 1Y2

Fees and Tax	
Registration Fee	
Total	

Condominium Act, 1998

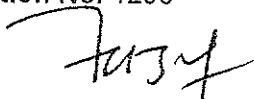
CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56(9) of the *Condominium Act, 1998*)

York Region Standard Condominium Corporation No. 1296 (known as the "Corporation") certifies that:

1. The copy of By-law No. 4, 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 day of October , 2015.

York Region Standard Condominium Corporation No. 1296

Per:  _____
 Name: Latif Fazel
 Title: Secretary

I have authority to bind the Corporation

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

BY-LAW NO. 4

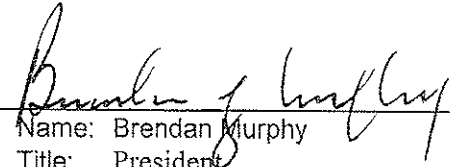
Be it enacted as a by-law of YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296 (hereinafter referred to as the "Corporation" or "this Corporation") as follows:

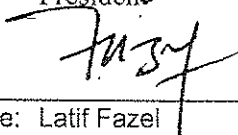
1. That the Corporation enter into an acknowledgement of assumption substantially in the form attached hereto as Exhibit "A" (the "Agreement") in respect of the easement registered in Land Registry Office #65 as YR2071236 (the "Easement") attached hereto as Exhibit "B".
2. That the President and Secretary of the Corporation be and they are hereby authorized to execute, on behalf of the Corporation, the Agreement, together with all other documents or instruments which are ancillary to the Agreement including without limitation, all instruments or affidavits which may be required in order to register the said Agreement on the title to the lands within York Region Standard Condominium Plan No. 1296 and all instruments, etc. in order to give effect to the provisions of the Agreement and the Easement. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.
3. That all terms, provisions and conditions set out in the Agreement and the Easement, including without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified and sanctioned and confirmed.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296 hereby enacts the foregoing by-law having been approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100 per cent of the units pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c.19, as amended.

DATED this _____ day of October , 2015.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

Per: 
 Name: Brendan Murphy
 Title: President

Per: 
 Name: Latif Fazel
 Title: Secretary

I/We have authority to bind the corporation

ACKNOWLEDGMENT OF ASSUMPTION

THIS ACKNOWLEDGEMENT made the _____ day of _____, 2015

FROM: YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296 (hereinafter referred to as the "Assignee")

TO: THE CORPORATION OF THE CITY OF MARKHAM (the "City")

AND TO: YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247

AND TO: YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271

AND TO: YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1279

AND TO: YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1285

AND TO: 1691126 ONTARIO INC. AND 1834372 ONTARIO INC.

WHEREAS 1691126 ONTARIO INC. is the Transferor in the Easement (as defined hereinbelow) between 1691126 ONTARIO INC., as Transferor, and The Corporation of the City of Markham, as Transferee, registered on title to the lands legally described as PT LT 18 Registrar's Complied Plan 10327, designated as Parts 6, 9 and 10, Plan 65R-34644, City of Markham as Instrument No. YR2071236 on December 6, 2013 (the "Easement") conveying an easement over the lands legally described as PT LT 18 Registrar's Complied Plan 10327, designated as Parts 6, 9 and 10, Plan 65R-34644, City of Markham (the "Servient Tenement") to benefit the lands legally described as PIN 03020-0500: Meadowview Road, Registrar's Complied Plan 10327, City of Markham; PIN 03020-0500: MCKENZIE Avenue, Plan 2446, City of Markham; One foot Reserve, Plan 2446, City of Markham; PIN 03021-0329: Part of Lot 18, Registrar's Complied Plan 10327, described as Part 10, Plan 65R-32918, City of Markham (the "Dominant Tenement");

AND WHEREAS 1794390 ONTARIO INC. was the declarant of YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247;

AND WHEREAS 1691126 ONTARIO INC. and 1794390 ONTARIO INC. have assigned and YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247 has assumed all the covenants, duties, obligations and liabilities of 1691126 ONTARIO INC. and 1794390 ONTARIO INC. in the Easement, pursuant to an Assignment and Assumption Agreement dated February 14th, 2014;

AND WHEREAS YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271 has assumed the covenants, duties, obligations and liabilities of the Transferor in the Easement jointly and severally with YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247 pursuant to an Acknowledgment of Assumption Agreement dated November 21, 2014;

AND WHEREAS YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1279 has assumed the covenants, duties, obligations and liabilities of the Transferor in the Easement jointly and severally with YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247 and YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271 pursuant to an Acknowledgment of Assumption dated February 17, 2015;

AND WHEREAS YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1285 has assumed the covenants, duties, obligations and liabilities of the Transferor in the Easement jointly and severally with YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247, YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271 and YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1279 pursuant to an Acknowledgment of Assumption dated May 27, 2015;

AND WHEREAS the Easement requires that upon the registration of a condominium plan over all or part of the Servient Tenement, the new condominium corporation that is created shall assume the obligations of the Transferor in the Easement;

AND WHEREAS as part of the Servient Tenement is located within the land within York Region Standard Condominium Plan No. 1296;

AND WHEREAS the Assignee has agreed to assume the covenants, duties, obligations and liabilities of the Transferor in the Easement jointly and severally with YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247, YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271, YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1279 and YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1285;

NOW THEREFORE THIS ACKNOWLEDGEMENT WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignee hereto covenant, acknowledge and agree as follows:

1. The Assignee hereby acknowledges, covenants and agrees to assume all covenants, duties, obligations and liabilities of the Transferor under the Easement jointly and severally with YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247, YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271, YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1279 and YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1285 and covenant and agrees in favour of YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247, YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271, YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1279, YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1285, the City, 1691126 Ontario Inc. and 1834372 ONTARIO INC. to perform each and every of the covenants, duties, obligations and liabilities contained in the Easement jointly and severally with YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247, YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271, YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1279 and YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1285 as if the Assignee had been an original party to the Easement.
2. The Assignee acknowledges that this Acknowledgement of Assumption shall have the effect of subjecting the Assignee to all covenants, duties, obligations and liabilities of the Transferor arising from the Easement, to be performed jointly and severally with YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247, YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271, YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1279 and YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1285, as fully and effectively as if the Assignee had been an original party to the Easement.
3. This Acknowledgement shall be construed and enforced in accordance with, and the rights of the parties hereto shall be governed by, the laws of the Province of Ontario.
4. These presents and everything herein contained shall be binding upon the undersigned and its successors and assigns and enure to the benefit of the parties listed above to whom this Acknowledgement is addressed to and their respective successors and assigns.
5. This Acknowledgement shall be registered on title to the lands within York Region Standard Condominium Plan No. 1296 either by separate registration or as a schedule to a Condominium By-Law of the Assignee.
6. The Assignee hereby covenants and agrees to indemnify and save harmless 1691126 Ontario Inc. and 1834372 ONTARIO INC. from and against all such covenants, duties, obligations and liabilities from and including the date the Assignee was created pursuant to the provisions of the Condominium Act, 1998 (Ontario).
7. The undersigned agrees to forthwith and without charge execute and do all such further deeds, acts and assurance as may be reasonably necessary for the purposes of giving full

force and effect to the covenants, agreements and provisions herein contained.

8. The undersigned acknowledges and agrees that each and every party listed hereinabove to whom this Acknowledgement is addressed to and their respective successors and assigns shall be entitled to rely on this Acknowledgement notwithstanding that they are not a party to nor signed this Acknowledgement.

IN WITNESS WHEREOF the party hereto has executed this Acknowledgement as the day first above-written.

**YORK REGION STANDARD CONDOMINIUM
CORPORATION NO. 1296**

Per: _____

Name: Brendan Murphy

Title: President

Per: _____

Name: Latif Fazel

Title: Secretary

I/We have authority to bind the Corporation.

FOR OFFICE USE ONLY

Number YR 2369458
CERTIFICATE OF RECEIPT

OCT - 8 2015 16:30

YORK REGION
 No. 65
 AURORA

[Signature]
 LAND REGISTRAR

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(1) Registry

Land Titles

(2) Page 1 of 5 pages

(3) Property Identifier(s)

Block Property
 29827 -0001 to 29827 - 1417
 (Both Inclusive)

Additional: See Schedule

(4) Nature of Document
 BY-LAW NO.5

(5) Consideration

TWO Dollars \$ 2.00

(6) Description

All Units on all Levels and Common Elements comprising the property in York Region Standard Condominium Plan No. 1296

City of Markham
 Land Titles Division of York Region

(7) This Document Contains:

(a) Redescription New Easement Plan/Sketch

(b) Schedule for: Description Additional Parties Other

(8) This Document provides as follows:
 SEE ATTACHED FOR BY-LAW CERTIFICATE

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
 Y M D

YORK REGION STANDARD CONDOMINIUM CORPORATION NO.1296

Per: *[Signature]*
 Name: Brendan Murphy
 Title: President

2015 10 06

I/We have the authority to bind the Corporation

Per: *[Signature]*
 Name: Latif Fazel
 Title: Secretary

2015 10 06

(11) Address for Service

c/o 1 Steeplecase Road West, Unit 8, Markham, Ontario

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
 Y M D

(13) Address for Service

(14) Municipal Address of Property

7165 and 7167 Yonge Street
 City of Markham
 L3T 0E1

(15) Document Prepared by:

Michael C. Volpatti
 BRATTYS LLP
 Suite 200
 7501 Keele Street
 Vaughan, Ontario
 L4K 1Y2

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee	
Total	

Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56(9) of the *Condominium Act, 1998*)

York Region Standard Condominium Corporation No. 1296 (known as the "Corporation") certifies that:

- 1. The copy of By-law No. 5, 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 6 day of October, 2015.

York Region Standard Condominium Corporation No. 1296

Per: 
 Name: Latif Fazel
 Title: Secretary

I have authority to bind the Corporation

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

BY-LAW NO. 5

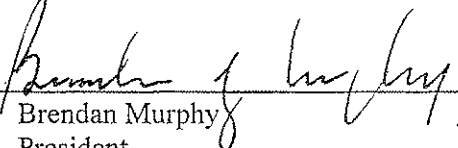
Be it enacted as a by-law of YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296 (hereinafter referred to as the "Corporation" or "this Corporation") as follows:

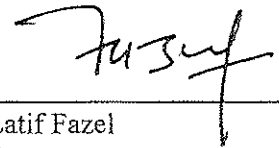
- 1. That the Corporation enter into an agreement attached hereto as Exhibit "A" (the "Agreement") in respect of the assumption of the easement and cost sharing agreement registered in the York Region Land Registry Office on February 14, 2014 as Instrument No. YR2095992 (said easement and cost sharing agreement is hereinafter called the "Cost Sharing Agreement") and entered into between York Region Standard Condominium Corporation No. 1247, 1794392 Ontario Inc., 1806780 Ontario Inc., 1834372 Ontario Inc. and 1794391 Ontario Inc.. ~~A copy of said Cost Sharing Agreement is attached hereto as Exhibit "B".~~
- 2. That the President and Secretary of the Corporation be and they are hereby authorized to execute, on behalf of the Corporation, the Agreement, together with all other documents or instruments which are ancillary to the Agreement including without limitation, all instruments or affidavits which may be required in order to register the said Agreement and/or the Cost Sharing Agreement on the title to the lands within York Region Standard Condominium Plan No. 1296 and/or on the title to any other lands, and all instruments, etc., registered from time to time in order to give effect to the provisions of the Agreement and the Cost Sharing Agreement. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.
- 3. That all terms, provisions and conditions set out in the Agreement and the Cost Sharing Agreement, including without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified and sanctioned and confirmed.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296 hereby enacts the foregoing by-law having been approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100 per cent of the units pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c.19, as amended.

DATED this 10 day of October, 2015.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

Per: 
Name: Brendan Murphy
Title: President

Per: 
Name: Latif Fazel
Title: Secretary

I/We have the authority to bind the Corporation.

4

EXHIBIT "A"

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2015.

BETWEEN:

1834372 ONTARIO INC.

a corporation incorporated under the laws of the Province of Ontario

(hereinafter called "1834372")

OF THE FIRST PART

- and -

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

a condominium corporation created under the Condominium Act, 1998, S.O. 1998, c. 19

(hereinafter called "YRSCC")

OF THE SECOND PART

WHEREAS an easement and cost sharing agreement was entered into between York Region Standard Condominium Corporation No. 1247, 1794392 Ontario Inc., 1806780 Ontario Inc., 1834372 Ontario Inc. and 1794391 Ontario Inc., and which easement and cost sharing agreement was registered in the York Region Land Registry Office on February 14, 2014 as Instrument No. YR2095992 (said easement and cost sharing agreement is hereinafter called the "Cost Sharing Agreement").

AND WHEREAS pursuant to the provisions of Article 28.00 of the Cost Sharing Agreement, the provisions of such Cost Sharing Agreement are intended to run with the real property benefitted and burdened thereby, namely, the lands defined in the Cost Sharing Agreement as the Building B3 Lands (being the lands comprising the property described in York Region Standard Condominium Plan No. 1247), A1/A2 Residential Lands (being the lands comprising the property described in York Region Standard Condominium Plan No. 1271), A1/A2 Commercial Lands (being the lands comprising the property described in York Region Standard Condominium Plan No. 1279), Building C Lands (being the lands comprising the property described in York Region Standard Condominium Plan No. 1285) and the Building B1/B2 Lands (being the lands comprising the property described in York Region Standard Condominium Plan No. 1296).

AND WHEREAS upon the registration of the declaration and description creating YRSCC, 1834372 is automatically released and discharged pro tanto from their liabilities and obligations under the Cost Sharing Agreement as owner of the lands described in York Region Standard Condominium Plan No. 1296 (the "YRSCC Lands") and thereafter YRSCC assumes pro tanto such liability and obligations in respect of the YRSCC Lands.

IN CONSIDERATION OF TWO (\$2.00) Dollars (the receipt and sufficiency of which is hereby acknowledged by both parties), the parties hereto covenant and agrees as follows:

1. YRSCC hereby ratifies and confirms all terms, provisions and conditions set out in the Cost Sharing Agreement, including, without limitation, all those made by or on behalf of YRSCC, and hereby covenants and agrees with 1834372 to assume the covenants, liabilities, debts and obligations of 1834372 under the Cost Sharing Agreement with respect to the YRSCC Lands and to be bound by all the provisions, liabilities, obligations, covenants and agreements contained in the Cost Sharing Agreement with respect to such lands as if YRSCC was originally named as a party in the Cost Sharing Agreement with respect to such lands.

3

- 2. YRSCC covenants and agrees to indemnify and save harmless 1834372 from and against such covenants, liabilities, debts, obligations, of any kind and nature of 1834372, in respect of the obligations relating to the YRSCC Lands from and including the date that YRSCC was created pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c. 19.
- 3. YRSCC covenants and agrees to forthwith execute and deliver any further documentation (including, without limitation, conveyances) as may required to give effect to this agreement and the Cost Sharing Agreement.

THIS agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the date first noted above.

1834372 ONTARIO INC.

Per: _____
Name: Fereydoon Darvish
Title: President

I have authority to bind the corporation

**YORK REGION STANDARD
CONDOMINIUM CORPORATION NO. 1296**

Per: _____
Name: Brendan Murphy
Title: President

Per: _____
Name: Latif Fazel
Title: Secretary

I/We have authority to bind the corporation

(1) Registry Land Titles (2) Page 1 of 6 pages

(3) Property Identifier(s) Block 29827 -0001 to 29827 - 1417 (Both Inclusive) Property Additional: See Schedule

(4) Nature of Document
BY-LAW NO.6

(5) Consideration
TWO Dollars \$ 2.00

(6) Description
All Units on all Levels and Common Elements comprising the property in York Region Standard Condominium Plan No. 1296
City of Markham
Land Titles Division of York Region

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other

Number YR. 2369472
CERTIFICATE OF RECEIPT

OCT - 8 2015 16:27
[Signature]

YORK REGION No. 65 AURORA
LAND REGISTRAR

FOR OFFICE USE ONLY

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(8) This Document provides as follows:
SEE ATTACHED FOR BY-LAW CERTIFICATE

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature Y M D
YORK REGION STANDARD CONDOMINIUM CORPORATION NO.1296
I/We have the authority to bind the Corporation
Per: *[Signature]* 2015 10 02
Name: Brendan Murphy
Title: President
Per: *[Signature]* 2015 10 02
Name: Latif Fazel
Title: Secretary

(11) Address for Service: c/o 1 Steelecase Road West, Unit 8, Markham, Ontario

(12) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature Y M D

(13) Address for Service

(14) Municipal Address of Property
7165 and 7167 Yonge Street
City of Markham
L3T 0E1

(15) Document Prepared by:
Michael C. Volpatti
BRATTYS LLP
Suite 200
7501 Keele Street
Vaughan, Ontario
L4K 1Y2

Fees and Tax	
Registration Fee	
Total	

2

Condominium Act, 1998

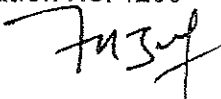
CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56(9) of the *Condominium Act, 1998*)

York Region Standard Condominium Corporation No. 1296 (known as the "Corporation") certifies that:

1. The copy of By-law No. 6, 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 6 day of October, 2015.

York Region Standard Condominium
Corporation No. 1296

Per: 
Name: Latif Fazel
Title: Secretary

I have authority to bind the Corporation

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

BY-LAW NO. 6

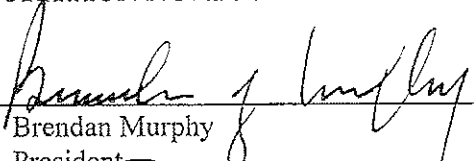
Be it enacted as a by-law of YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296 (hereinafter referred to as the "Corporation" or "this Corporation") as follows:

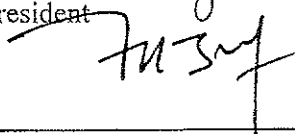
1. That the Corporation enter into an agreement attached hereto as Exhibit "A" (the "Agreement") in respect of the assumption of the easement and cost sharing agreement #3 registered in the York Region Land Registry Office on November 21, 2014 as Instrument No. YR2219185 (said easement and cost sharing agreement #3 is hereinafter called the "Cost Sharing Agreement"), and entered into between York Region Standard Condominium Corporation No. 1271 and 1834372 ONTARIO INC. on behalf of the Corporation. ~~A copy of said Cost Sharing Agreement is attached hereto as Exhibit "B".~~
2. That the President and Secretary of the Corporation be and they are hereby authorized to execute, on behalf of the Corporation, the Agreement, together with all other documents or instruments which are ancillary to the Agreement including without limitation, all instruments or affidavits which may be required in order to register the said Agreement and/or the Cost Sharing Agreement on the title to the lands within York Region Standard Condominium Plan No. 1296 and/or on the title to any other lands, and all instruments, etc., registered from time to time in order to give effect to the provisions of the Agreement and the Cost Sharing Agreement. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.
3. That all terms, provisions and conditions set out in the Agreement and the Cost Sharing Agreement, including without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified and sanctioned and confirmed.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296 hereby enacts the foregoing by-law having been approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100 per cent of the units pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c.19, as amended.

DATED this 6 day of October, 2015.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

Per: 
Name: Brendan Murphy
Title: President


Per: _____
Name: Latif Fazel
Title: Secretary

I/We have the authority to bind the Corporation.

EXHIBIT "A"

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2015.

BETWEEN:

1834372 ONTARIO INC.

a corporation incorporated under the laws of the Province of Ontario

(hereinafter called "1834372")

OF THE FIRST PART

- and -

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

a condominium corporation created under the Condominium Act, 1998, S.O. 1998, c. 19

(hereinafter called "YRSCC")

OF THE SECOND PART

WHEREAS an easement and cost sharing agreement #3 was entered into between York Region Standard Condominium Corporation No. 1271 and 1834372 ONTARIO INC. on behalf of YRSCC, and which easement and cost sharing agreement #3 was registered in the York Region Land Registry Office on November 21, 2014 as Instrument No. YR2219185 (said easement and cost sharing agreement #3 is hereinafter called the "Cost Sharing Agreement").

AND WHEREAS pursuant to the provisions of Article 12.01 of the Cost Sharing Agreement, the provisions of such Cost Sharing Agreement are intended to run with the real property benefitted and burdened thereby, namely, the lands defined in the Cost Sharing Agreement as the A1/A2 Residential Lands (being the lands comprising the property described in York Region Standard Condominium Plan No. 1271) and the Building B1/B2 Lands (being the lands comprising the property described in York Region Standard Condominium Plan No. 1296).

AND WHEREAS upon the registration of the declaration and description creating YRSCC, 1834372 is automatically released and discharged pro tanto from their liabilities and obligations under the Cost Sharing Agreement as owner of the lands described in York Region Standard Condominium Plan No. 1296 (the "YRSCC Lands") and thereafter YRSCC assumes pro tanto such liability and obligations in respect of the YRSCC Lands.

IN CONSIDERATION OF TWO (\$2.00) Dollars (the receipt and sufficiency of which is hereby acknowledged by both parties), the parties hereto covenant and agrees as follows:

1. YRSCC hereby ratifies and confirms all terms, provisions and conditions set out in the Cost Sharing Agreement, including, without limitation, all those made by or on behalf of YRSCC, and hereby covenants and agrees with 1834372 to assume the covenants, liabilities, debts and obligations of 1834372 under the Cost Sharing Agreement with respect to the YRSCC Lands and to be bound by all the provisions, liabilities, obligations, covenants and agreements contained in the Cost Sharing Agreement with respect to such lands as if YRSCC was originally named as a party in the Cost Sharing Agreement with respect to such lands.
2. YRSCC covenants and agrees to indemnify and save harmless 1834372 from and against such covenants, liabilities, debts, obligations, of any kind and nature of 1834372, in respect of the obligations relating to the YRSCC Lands from and including the date that YRSCC was created pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c. 19.

9

- 3. YRSCC covenants and agrees to forthwith execute and deliver any further documentation (including, without limitation, conveyances) as may required to give effect to this agreement and the Cost Sharing Agreement.

THIS agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the date first noted above.

1834372 ONTARIO INC.

Per: _____
 Name: Fereydoon Darvish
 Title: President

I have authority to bind the corporation

**YORK REGION STANDARD
 CONDOMINIUM CORPORATION NO. 1296**

Per: _____
 Name: Brendan Murphy
 Title: President

Per: _____
 Name: Latif Fazel
 Title: Secretary

I/We have authority to bind the corporation

Document General

Form 4 - Land Registration Reform Act

D

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <p style="text-align: center; font-weight: bold;">CERTIFICATE OF RECEIPT</p> <p style="text-align: center;">LRO # 65 12:59</p> <p style="text-align: center; font-weight: bold;">JUL 22 2021</p> <p style="text-align: center;">REPRESENTATIVE FOR LAND REGISTRAR</p> </div> <p style="margin-top: 10px;">New Property Identifiers</p> <p style="text-align: right; font-size: small;">Additional: See Schedule <input type="checkbox"/></p> <p>Executions</p> <p style="text-align: right; font-size: small;">Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/></p>	<p>(2) Page 1 of 3 pages</p>	
	<p>(3) Property Identifier(s) Block Property</p> <p>29827-0001 to 29827 - 1417 inclusive</p>	<p>Additional: See Schedule <input type="checkbox"/></p>	
	<p>(4) Nature of Document</p> <p>Notice of Change of Address (under section 108 of the Condominium Act, 1998)</p>		
	<p>(5) Consideration</p> <p>NIL Dollars \$ NIL</p>		
	<p>(6) Description</p> <p>All units and common elements comprising the property included in York Region Standard Condominium Plan No. 1296 City of Markham Land Titles Division of York Region (No. 65)</p>		
	<p>(7) This Document Contains:</p>	<p>(a) Redescription New Easement Plan/Sketch <input type="checkbox"/></p>	<p>(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Others <input checked="" type="checkbox"/></p>

(8) This Document provides as follows:

See Schedule for Form 2 - Notice of Change of Address (under section 108 of the Condominium Act, 1998)

Continued on Schedule

(9) This Document relates to instrument number(s)

<p>(10) Party(ies) (Set out Status or Interest)</p> <p>Name(s) York Region Standard Condominium Corporation No. 1296</p>	<p>Signature(s) Per: </p>	<p>Date of Signature Y M D 2021 07 22</p>
<p>(Applicant) By its solicitor Shibley Righton LLP</p>	<p>Peter Neilson</p>	
	<p>I have the authority to bind the Corporation.</p>	

(11) Address for Service c/o Shibley Righton LLP, 700-250 University Avenue, Toronto, ON M5H 3E5

<p>(12) Party(ies) (Set out Status or Interest)</p> <p>Name(s)</p>	<p>Signature(s)</p>	<p>Date of Signature Y M D</p>

(13) Address for Service

(14) Municipal Address of Property

7165 and 7167 Yonge Street
Markham, ON L3T 0E1

(15) Document Prepared by:

Shibley Righton LLP
700 - 250 University Ave.
Toronto, ON M5H 3E5
(File No. 2211988)

Fees and Tax	
Registration Fee	0
Total	

(o)

**RESOLUTION OF THE BOARD OF DIRECTORS OF
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296**

WHEREAS the present registered address for service of York Region Standard Condominium Corporation No. 1296 (the "Corporation") and its mailing address are hereby changed.

NOW THEREFORE be it resolved that the registered address for service and mailing address for the Corporation shall be:

York Region Standard Condominium Corporation No. 1296:

Y.R.S.C.C. 1296
Parkside Towers Mgmt Office
7165 Yonge Street
Thornhill, ON L3T 0C9

CERTIFIED to be a true copy of a Resolution duly passed by the Board of Directors of the Corporation at a valid and duly constituted meeting of the Board of Directors held on the 2 day of July, 2021, which Resolution is in full force and effect unamended.

Certification dated this 12 day of July, 2021.

**YORK REGION STANDARD
CONDOMINIUM CORPORATION NO. 1296**

Per: [Signature]
Name: Mahdi Dadkhah
Title: Director

Per: [Signature]
Name: Abdollah Behroyan
Title: President

I/we have authority to bind the Corporation.

Y.R.S.C.C. 1296
Parkside Towers Mgmt Office
7165 Yonge Street
Thornhill, ON L3T 0C9

FORM 2

Condominium Act, 1998

NOTICE OF CHANGE OF ADDRESS
(under section 108 of the *Condominium Act, 1998*)

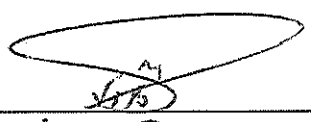
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296 gives notice that it changes:

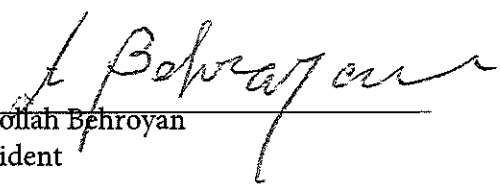
Its address for service to: **Y.R.S.C.C. 1296**
~~Parkside Towers Mgmt Office~~
~~7165 Yonge Street~~
~~Thornhill, ON L3T 0C9~~

Its mailing address to: **Y.R.S.C.C. 1296**
~~Parkside Towers Mgmt Office~~
~~7165 Yonge Street~~
~~Thornhill, ON L3T 0C9~~

Dated this 12 day of July, 2021.

**YORK REGION STANDARD
CONDOMINIUM CORPORATION NO. 1296**

Per: 
Name: Mahdi Dackkhal
Title: Director

Per: 
Name: Abdollah Behroyan
Title: President

I/we have authority to bind the Corporation.



York Region Standard Condominium Corporation No. 1296

Schedule "A" of By-law No. 1
RULES AND REGULATIONS
RESPECTING THE USE OF COMMON ELEMENTS
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

The Board of Directors of York Region Standard Condominium Corporation No. 1296 (the Corporation) has repealed all previous Rules of the Corporation and has replaced same with the Rules hereinafter set out.

The following rules shall be observed by the Owner, Tenant, or any Resident or Occupant of the units, and the terms "Owner", "Tenant", "Resident" and "Occupant" or the plurals thereof, shall be construed in the singular or plural as the context may require, and each such term shall be deemed to include the others of such terms and shall include all persons in occupancy of any unit together with such Owner, Tenant, Resident or Occupant and shall further include the Guests or Visitors of any such Owner, Tenant, Resident, Occupant, or any such person or persons.

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1.0

DEFINITIONS

1. The following terms shall have the following meanings:
 - a) "Corporation" means York Region Standard Condominium Corporation No. 1296;
 - b) "Building" shall mean the building on the property;
 - c) "Common Elements" shall mean all the property except the Units and shall mean any portion of the building or grounds that is exterior to a suite and not enclosed by the walls and ceiling of a suite. In this respect, a balcony is defined as an exclusive use Common Element,
 - d) "Unit" is the term to describe the a suite, parking spot and locker as defined in the Declaration;
 - e) "Guest(s)" is a person who stays overnight, or longer, with a Resident;
 - f) "Property Manager" shall mean the property management company hired by the Corporation;
 - g) "Owner(s)" shall mean a person who owns a unit in the building and who may or may not reside in the unit;
 - h) "Resident" is an Owner or tenant who ordinarily occupies a dwelling unit as a residence;
 - i) "Security" shall mean the staff of the Security Company hired by the Corporation;
 - j) "Superintendent" shall refer to the superintendent of the building;
 - k) "Visitor(s)" is a person who visits a Resident for a day or part of a day;
 - l) "Board" shall mean the Board of Directors of the Corporation
 - m) "Documentation" means the Condominium Act, the Declaration, the By-Laws, and Rules of the Corporation
2. Unless otherwise specified, the terms used herein shall have ascribed to them the definitions contained in the Condominium Act, R.S.O. 1998, c. 19 as amended by the Protecting Condominium owners Act, 2015, S.O. 2015, C. 28 – Bill 106 and the Regulations made hereunder, and any amendments to the said Act and Regulations or any successor legislation.

2.0

PURPOSE

The purpose of these Rules and Regulations are:

1. to promote the safety, security and welfare of the owners, residents, their guests, the property and assets of the corporation.
2. to prevent unreasonable interference with the use and enjoyment of the common elements, the units and the assets of the corporation.
3. are not intended to unduly restrict the activities of residents and their guests, but rather to maximize the harmonious enjoyment.

3.0 **ENFORCEMENT**

1. These rules and regulations apply to all present and future owners who shall be subject to and shall comply with the provisions of the Documentation of the Corporation.
2. In addition to all other means of enforcement available to the Corporation, attention is directed to Section 134 of the Act which provides that a duty imposed through the Documentation may be enforced by an order of the Court directing the performance of the duty.
3. Any and all losses, costs or damages incurred by the Corporation by reason of a breach of any provision in the Documentation of the Corporation in force from time to time, by any Owner, or any person, thing or animal for whom or for which the Owner is responsible, shall be borne and/or paid for by such Owner and may be recovered on a solicitor and client basis by the Corporation against such Owner in the same manner as common expenses or as may be provided in the Condominium Act or any other such lawful manner.

4.0 **GENERAL OBLIGATIONS OF OWNERS AND RESIDENTS**

1. A **Resident Information Form** is available at the Property Management Office. All residents/owners are required to complete this form and return it to the Property Management Office and/or the Security Desk.
2. Any loss, cost or damage incurred by the Corporation by reason of a breach of any rules in force from time to time by any Owner, Resident, Guest or Visitor, shall be borne by the Owner of such unit and may be recovered by the Corporation against such Owner in the same manner as common expenses or by way of claim at law.
3. No person shall threaten, harm or harass any Resident, Director, Employee, Management Staff, Agent or Servant of the Corporation. Harassment shall consist of any oral or written statement, or any action or conduct, which is intimidating, threatening, or violent, or which causes physical or psychological harm, fear, humiliation, or embarrassment, judged on a reasonable, objective basis. Harassment includes any statement, action, or conduct which a person knows or reasonably ought to know would be unwelcome and/or offensive, including, without restriction, any verbal abuse, insulting comment, joke, gesture, and conduct or touching, or any action or behaviour that is contrary to the Ontario Human Rights Code.

5.0 **FEDERAL, PROVINCIAL & MUNICIPAL LAWS**

1. No one shall do or permit anything to be done in or to a unit or the Common Elements that will conflict with any federal, provincial or municipal laws.

6.0 **FIRE PREVENTION**

1. No one shall do or permit anything to be done in or to a unit or the Common Elements or bring into or keep anything, including any propane or other flammable or explosive substance, in a unit or in or on the Common Elements which will in any way increase the risk of fire or the rate of fire insurance on the building or on any personal property kept therein.

2. No one shall overload existing electrical circuits. The new installation of any major electrical apparatus is not permitted without prior written consent of the Board.
3. No hazardous materials, chemicals or combustible materials shall be kept in or upon units, Common Elements or lockers.
4. Nothing shall be stored within 25 cm (10 in.) of the concrete ceiling in any locker.
5. No electric, charcoal or propane barbecuing is permissible in any unit or on any balcony. No barbecues of any type are permissible on any non-exclusive use Common Element area except as approved in designated areas by the Board.
6. No open flame devices of any type or fireworks are allowed on a balcony.
7. Natural Christmas trees, or any parts of any such trees, shall be disposed of only in designated areas as determined by the Management Office.
8. No cigarette butts or any lighted material is to be thrown off a balcony.
9. No one shall tamper with, paint or cover the in-suite alarm system. No one, except the Corporation, shall attempt to repair the in-suite fire alarm system including any speakers that are part of that system. Any problem shall be immediately reported to the management office or Security.
10. No one, except the Corporation shall tamper with, paint or cover the in-suite sprinklers. Any problem shall be immediately reported to the management office or Security.
11. No one shall remove or tamper with the automatic suite door closure.
12. Unit doors are to remain closed except for ingress or egress.

7.0

SECURITY

1. All incidents of unauthorized entry to the building, or any emergency concerning any elevator or any situation otherwise affecting the safety and security of the building and its occupants, must be reported immediately to Security.
2. Any entrance to the property (door or gate) must be firmly locked and secured by the individual using that entrance. Doors must not be propped open at any time and any open door, gate or any malfunctioning door/gate must be reported to Security.
3. Visitors or tradesmen must not be admitted to the building without permission and/or supervision of a Resident, Owner or Management Office.
4. Any accidental spills or undue untidiness must be promptly reported to the Security.
5. Written materials may be distributed to unit doors if they are of a non-commercial nature. Acceptable materials include those which announce activities to foster community spirit, or those which inform Residents of latest developments at Parkside Towers. Anyone who wishes to distribute written materials must receive prior management consent and must agree to pick up any left at unit doors within 48 hours of the original drop date. Distribution of municipal, provincial and federal election material or for any purpose that is consistent with the Condominium Act is not subject to this Rule.

6. Excepting the previous paragraph, no one shall solicit or permit solicitation in the building, charitable or otherwise.

8.0

PARKING, ROADS & DRIVEWAYS

1. No Resident shall park a motor vehicle on the Common Elements, roadways or other non-parking spot.
2. Stopping on the front driveway is permitted only to drop off or pick up passengers. This driveway is a direct emergency access route for the Fire Department, Ambulances and Police. Vehicles must not be left unattended at any time. Persons contravening this rule may be subject to fines or having their vehicle towed in accordance with City by-laws.
3. All residents must register his/her automobile including description and licence plate number with the management office upon taking residence in the building.
4. No one shall park in any parking space designated as Visitors parking without a valid permit.
5. Residents who own or rent a parking spot may only use that spot. Parking in any other parking space may result in a parking ticket or removal of the vehicle at the owner's expense.
6. The designated parking spaces shall be used for one automobile and/or up to four motorcycles and/or bicycles, or any combination, provided that they fit within the boundaries of the parking space. No storage of any goods or items shall be permitted in parking spaces.
7. No one shall permit any gasoline, oil or other harmful substance to escape onto the surface of the parking spaces, driveways or Common Elements. The Residents shall be responsible for any spills or damages to the property. No repairs or adjustments to motor vehicles shall be carried out on the Common Elements or any parking spot, roadway or other within the underground parking area. Other than as a temporary expedient, mats, trays or other containers may not be placed on the surface of the parking spaces as an alternative to repairing the cause of the escape of the gasoline, oil or other harmful substance.
8. Each unit can use a maximum of three (3) overnight permits in the designated Visitor Parking section per calendar week. These permits are only for use of the guest of a resident. Permits must be clearly displayed on the dashboard of the vehicle while parked in the designated parking area.
9. No motor vehicle or motorcycle which is not licensed or which is not fit for normal use or which is undergoing repairs shall be parked or located upon the Common Elements or any part thereof.
10. Motor vehicles using compressed gas or propane are not permitted in the underground garage, for safety reasons.
11. No person shall park a motor vehicle in contravention of these Rules in default of which such vehicle shall be liable to be tagged and/or towed and the vehicle's owner fined under applicable city by-laws. All costs and charges for the removal, care and storage of it, if any, are the responsibility of the vehicle owner.
12. The Corporation may suspend any permitted parking in the event of an emergency or for non-compliance with the provisions of this section.

9.0

BICYCLES, ROLLERBLADES & SCOOTERS

1. No bicycles of any kind shall be brought into the building through the lobby area and may not be transported in the elevators or stored on balconies.
2. Rollerblades may not be worn in any common area. Scooters, other than for the use of handicapped residents, may not be taken into common areas.
3. Bicycles must be stored in designated bicycle storage areas or residents' lockers only and may only be parked temporarily at the bicycle racks outside the building.
4. The bicycle storage areas shall be used for the storage of bicycles and for no other purpose.
5. Bicycle storage spaces are available from the Management Office during regular office hours for an annual fee plus a key deposit.

10.0

COMMON ELEMENTS AND UNITS (SUITES)

1. No one shall create any nuisance, disturbance, or excessive noise, or otherwise breach any provisions of the declaration, bylaws or rules of the Corporation. If asked by the police, Security or Property Management Office to cease such activity/conduct, any person shall immediately depart/vacate the Common Elements. Failure to do so shall be deemed to constitute a trespass, and such person may be subject to prosecution and potential penalties under the terms of the Trespass Act of Ontario.
2. No one shall cause or permit any person or pet to damage, litter, alter or destroy any landscaping or any of the exterior, interior or exclusive use Common Elements.
3. No building, structure or tent shall be erected, placed, located or maintained on any Common Element or exclusive use Common Element.
4. No satellite dish or similar structure shall be erected on, or fastened to any unit, common element or exclusive use Common Element.
5. Signage, advertising materials and other notices may only be posted on the community bulletin Boards provided by management for Residents and are not allowed on exclusive use Common Elements.
6. Seasonal lights and decorations (including flags) which do not create a nuisance may be placed on exclusive use Common Elements but shall be removed within a reasonable time.
7. The responsibility for any damage resulting from flooding, overflow or any water damage to any Common Element or adjoining units shall be borne by the Owner. Items that have been known to cause water overflow include, but are not limited to, the following: garbage, cat litter, dental floss, sanitary pads or personal hygiene products.
8. No awnings or shades shall be erected over and outside of the windows or balconies.
9. Objects are not permitted to overhang balcony railings.
10. No hanging or drying of clothes is allowed on balconies.
11. Balconies shall not be used for storage, except for seasonal furniture.

12. When washing balcony floors or watering plants, Residents must avoid spilling, splashing or spraying water over the edge of the balcony floor or railing.
13. Window coverings will consist of draperies, curtains or blinds only. Blankets, sheets, flags, tin foil, newspaper or tablecloths are not appropriate window coverings.
14. The exterior of window coverings shall be white or off-white.
15. Nothing shall be thrown out of the windows or doors of a unit or off any balcony. This includes cigarette butts.
16. Security has the authority to ask you to lower the volume at any time if a verbal complaint has been made about the level of noise/music.
17. Residents shall ensure that they keep the volume of sound and noise making devices to a reasonable, quiet level between the hours of:
 - 11:00 p.m. to 8:00 a.m. Sunday evening through Friday morning
 - 11:00 p.m. Friday evening to 9:00 a.m. Saturday morning
 - 11:00 p.m. Saturday evening to 9:00 a.m. Sunday morning
18. It is the responsibility of the Resident to minimize any sound transmission through the flooring of their Unit to any other Unit.
19. Water shall not be left running unless in actual use.
20. No mats, footwear, umbrellas, or any other items may be left on the Common Elements, including at or near the entrances to Units. No items may be attached to the exterior of the entrance door to a unit other than seasonal decorations without the prior written approval of the Management Office.
21. Alcoholic beverages may be consumed from time to time in Common Element areas for functions as designated by the Property Management Office.
22. No one shall engage in any form of sport including, but not limited to rollerblading and skateboarding, which may cause damage or injury on any Common Element inside or outside the building which would interfere with the ordinary use of such areas.
23. Other wheeled vehicles including, but not limited to, shopping carts, baby carriages, luggage carts must be brought into the building in such a manner so as not to damage door frames, elevators or any parts of the building.
24. (a) No portable dishwasher or washing machine shall be connected to the sink faucets or shall be in any way permanently connected to the unit plumbing system. The pressure system in the building is not compatible with these portable machines.

(b) Washing machines for laundry may be used only in the laundry area of a unit and may be connected only to the appropriate plumbing system using stainless steel braided hoses. Dryers may be used only if connected with metallic vent hoses.

(c) No garbage disposal devices (garburators) may be installed in sinks.

25. The sidewalks, driveways, walkways, passageways, stairwells, corridors and entries shall not be obstructed or used for any purpose other than entering and exiting from the units, parking areas and Common Elements.
26. No container exceeding a capacity of 50 gallons (227.5 litres) is permitted in any Unit or on any balcony, including but not limited to, any tank, pool or water bed.

11.0 PEST CONTROL

1. No Owner or Resident shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his or her unit or adjacent Common Elements. Owners and Residents shall immediately report any evidence to the Management Office.
2. Upon receipt of written notice, each unit Owner and Resident shall permit entry to his or her unit for the purpose of the conducting of pest control operations, including any spraying program. Each unit Owner and Resident shall prepare the unit in the manner prescribed in the written notice and shall permit and facilitate entry into the unit by any authorized pest control personnel and shall co-operate in order to carry out the full intent of this rule.

12.0 MOVING/ELEVATORS

1. No one shall move furniture and/or furnishings into or out of the building except:
 - (a) The appropriate moving elevator in each tower may be reserved for the purpose of moving in/out of the building from Monday to Saturday;
 - (b) The elevator may only be reserved as per the times outlined in the elevator agreement and any change as authorized by the board;
 - (c) After making the necessary arrangements through the Security and after the Resident enters into an elevator agreement in such form as the Board of Directors may from time to time determine;
 - (d) After providing a refundable deposit as set by the Board to cover damages caused to the Common Elements, including the elevator, walls, ceilings and corridors as a result of moving in or out;
 - (e) The elevators may not be used for the purposes of moving furniture or furnishings in or out of the premises without the placement of protective padding in the elevators.
2. There are NO moves/deliveries on Sundays or holidays.
3. Failure by a resident to adhere to the rules for the use of the elevators shall cause forfeiture of the deposit.
4. No moving of any furniture and/or furnishings shall take place through the lobby.
5. No one shall block any exit, corridor, loading dock, elevator or other portions of the Common Elements.
6. When a move causes damages to the elevator, hallways, loading dock or any part of the Common Elements, the Resident and/or Owner shall be jointly and severally liable to the Corporation for the cost of cleaning and repairs over and above the amount of the Security

deposit. Such costs shall be assessed by the Management Office as soon as possible following the move and the decision of the Management Office in this regard shall be final and binding.

7. Any accidental spills or untidiness in the elevator must be reported promptly to Security.
8. Elevators are not be used in any manner that may endanger or inconvenience other residents.
9. New Owners or Residents acquiring a Unit shall register or identify themselves with the Management Office prior to their move-in date.

13.0 PETS

1. Only pet cats, dogs, fish, birds or other small quiet pets shall be kept or allowed in any unit.
2. Any resident who receives a written notice regarding a complaint regarding the behaviour of a pet shall correct the behaviour. If the situation is not corrected to the satisfaction of the Management Office within two (2) weeks of the written notice, the resident may be required to remove the pet permanently from the property.
3. The Owner of any pet shall be responsible for cleaning up immediately any area which the pet has soiled.
4. A Unit Owner or Resident shall register with the Management Office each pet residing in the Resident's Unit in accordance with the required particulars referred to on the Corporation's resident information form.
5. Each Unit shall be permitted to keep no more than two dogs or two cats, or one dog and one cat. The maximum number of caged birds permitted is two.
6. All dogs and cats must wear collars at all times with proper identification specifying the name and address of its Owner.
7. No pet shall be allowed to roam the Common Elements. Each pet must be under the full care, supervision and control by a responsible person and must always be on a leash while on the Common Elements, whether inside or outside the building.

14.0 OWNERS AND TENANTS

1. Each Condominium Unit shall be occupied and used as a private single family residence and for no other purpose, including the carrying on of a business or use of a Unit for any commercial, retail, institutional, industrial or other non-Residential uses, including hotel or other transient accommodation, except for the operation of a business or professional office if such business or professional office is not used to meet customers or clients except rarely or an occasional basis.
2. Any lease or tenancy of any dwelling unit, including sub-leases and sub-tenancies, shall be for a minimum term of six (6) months. No dwelling unit shall be occupied under a lease, sub-lease, contract or license arrangement for transient, hotel, hotel-like, commercial, time-sharing, hosting, or corporate purposes of any sort. No roomers or boarders are permitted. Rentals and leases of less than six (6) months are not permitted without prior written consent of the board, which may be withheld.

3. As per the Condominium Act, 1998 (Section 83.1), the Owner shall provide:
 - (a) A Tenant with a copy of the Declaration, By-laws and Rules;
 - (b) The Owner's new address to the management office;
 - (c) Other such information as stipulated in the Condominium Act.
4. If the lease of a Unit is terminated and not renewed, the Owner shall notify the Corporation immediately.

15.0 HOME RENOVATIONS

1. The hours of work for home renovations, whether by Contractor or Owner, shall be Monday – Saturday 9:00 am – 5:00 pm. No work is permitted on Sundays or Statutory Holidays.
2. Construction debris is the responsibility of the Owner/Contractor to remove from the property and is not to be put down the garbage chute or placed in any Condominium garbage bins. Failure to comply will result in costs being charged back to the Owner.
3. Prior to commencing renovation work, the Owner/Contractor must contact the Management Office. Work is not to commence until approval has been received from the Board/Management Office.
4. Owners/Contractors must check with the Management Office prior to commencement of renovations to ensure that there is no interference or interruption with other units (i.e. wiring, plumbing etc.).
5. Be courteous and advise your neighbours in advance of your renovations and times of work.
6. Any plumbing or electrical work should meet all current plumbing and/or electrical standards. Work must be done by licenced professionals.

16.0 ACCESS DEVICES

1. Owners are responsible for all access devices (fobs) with respect to their unit. Extra fobs will be sold only on terms as determined by the Board from time to time through the management office.
2. Every resident must obtain and utilize a fob for the purpose of gaining entrance to the building. All residents over 12 years old must have and use a fob and be registered with management. The security guard will not grant access to individuals not registered.
3. Lost, misplaced or stolen fobs must be reported immediately and they will be deleted from the security system.
4. Residents are only allowed one (1) garage remote per owned parking spot at any time.

5. All fobs and garage remotes are the property of each owner, tenant or resident. Management will not replace any non-working fob or remote. There are no refunds on any purchased fobs or garage remotes.
6. Any person may have their presence in the building challenged by security.

17.0 **KEYS**

1. All residential door locks must be on the Mul-T-Lock master key system.
2. No lock on any entry door shall be changed and no new lock shall be added to any part of the unit or Common Elements.
3. No one may change or re-key the lock on his/her unit entry door without informing and obtaining permission from management.

18.0 **LOCKERS**

1. Each Resident using a locker is responsible to maintain adequate insurance on all contents of the locker. The Corporation assumes no responsibility for the contents of any locker.
2. Lockers shall be kept locked at all times except when an Owner is present and using same.

19.0 **REAL ESTATE AGENTS AND SALE OF UNITS**

1. When an Owner lists a unit for sale, the Owner shall notify management who will advise Security to allow agents access to the building after presenting appropriate identification.
2. No real estate signs are permitted on the property.
3. No open houses are permitted.
4. Lock boxes shall be installed only in the stairwells. Lockboxes should be identifiable to the agent. Lockboxes must be removed once the property sells. Any lock boxes installed in any other location shall be considered abandoned and will be removed.

20.0 **GARBAGE ROOMS AND DISPOSAL CHUTES**

1. No debris, refuse or garbage shall be placed or left in or upon the Common Elements (including those of which the Owner has the exclusive use) except in areas designated for garbage collection and recycling.
2. Nothing shall be placed in the garbage chute that may result in the blockage of such chute.
3. All debris, refuse and garbage, except the materials hereinafter mentioned, shall be placed in the garbage chute in the garbage room located on each floor except:
 - (a) Any packing crates or other large items shall be flattened and taken to the P1 level near the Compactor Room.
 - (b) Flammable or hazardous liquids/chemicals or materials cannot be left in the recycling room or put down the garbage chute. These items must be disposed of safely and in accordance with applicable laws, procedures and disposal methods (i.e. returning to the vendor or similar disposal)

4. Garbage shall be securely wrapped and tied in such manner that same shall not burst on impact with the garbage compactor on the first floor. Kitty litter must be double bagged.
5. Disposal of used furniture, appliances and other bulky items are the responsibility of the Owner. They are not to be left in any of the indoor or outdoor garbage areas. Management may charge residents for disposal of such items.

21.0 RECREATIONAL FACILITIES

1. General

1. The Board will, from time to time, as required establish policy to determine the maximum number of concurrent users of any amenity and/or the maximum number of guests who can use the amenities. As well, the Board will, from time to time, set the hours for the amenities as well as booking procedures and rental rates for such amenities as the Party Room, Library, Billiard Room and Card Room.
2. The Board has the right to temporarily suspend privileges for offensive, disturbing or dangerous behaviour in any of the amenities. This may also include the forfeiture of any deposit.
3. Any Visitor or Guest may only use the Pool and Whirlpool Spa as long as they are accompanied by a Resident at all times. The Resident is responsible for the behaviour of his/her Visitors and/or Guests.
4. Any person under the age of 18 must be supervised/accompanied by an adult.
5. Users of any amenity must follow all posted rules/regulations. All recreation facilities are used at the Owners'/residents' risk. Any resident who violates the Rules may lose the privilege to use and enjoy the recreational facilities as well as forfeit any deposits made for reserving the amenities.
6. The room and equipment/furnishings contained therein shall be used only for the purpose for which they were intended.
7. The Gym, Pool, Card Room, Library, and Billiard Room are available from 6am until 11pm, 7 days per week.
8. Amenities are for personal use only and are not to be used for commercial purposes. No personal trainers are allowed. Swim coaches or instructors shall not use the facilities to bring in non-residents, nor may a resident bring in an instructor or coach.

2. Swimming Pool/Spa

1. Residents are not allowed to use the emergency phone for personal calls; the telephone is for use in case of emergency only.
2. Bathing caps or hair ties must be worn if hair is shoulder length or longer.
3. No fluids shall be poured onto the heating unit or sauna rocks or onto the thermostat sensor.
4. No person under twelve (12) years of age may use the whirlpool/spa due to health reasons.
5. All guests MUST be accompanied by host Resident at all times.

6. Bathers must not prop open doors from the pool to the patio as it creates a breach of security.
7. Appropriate covering (robes or tops) and footwear must be worn while travelling to and from the pool area (stairwells, elevators, corridors and all common areas).
8. Swimming attire must be worn in and around the above areas. Street clothes or street shoes are NOT permitted.
9. Unseemly conduct or actions, loud noises of any kind, radios, unnecessary splashing, balls, floating objects, scuba equipment, flippers and toys of any kind are not permitted in or around the pool area.
10. A maximum of twenty (20) people are allowed in the Pool at any time.
11. The Life Safety equipment including backboard, rings, and hooks are not to be played with at any time.
12. Food or beverage consumption (except for water in plastic containers) is not permitted in the above areas. No glass containers are permitted.
13. Pets are NOT permitted.
14. Persons with infections or contagious health conditions are not permitted to use the above areas.
15. A shower with soap must be taken prior to entering the pool or whirlpool.
16. The saunas are DRY saunas. No liquids shall be poured directly on the heating elements.
17. Security will remove any persons who violate the Rules and Regulations or whose behavior or activities are considered inappropriate.

3. Gym

1. Rules and Regulations are posted in the Gym.
2. Drinks in glass containers and food are not allowed.
3. Appropriate exercise attire and gym shoes or other shoes with non-marking soles must be worn at all times.
4. No personal trainers allowed. No guests. No non-resident owners.

4. Library

1. The Library must be booked through security.

2. Please be considerate, this is a quiet room for study or reading.

5. Card Room

1. The Card Room must be booked through security.
2. Please be considerate, this is a quiet room for study or reading.

6. Party Room

1. Residents must make a reservation for the Party Room by completing the proper forms and making deposit/payment in the Management Office. The deposit will be refundable upon inspection of the room after the event.
2. Host shall be **PRESENT** at the event at all times.
3. No conferences, sales parties or other commercial-type gathering is permitted.
4. The Party Room is available from 11am until 11pm for rental.
5. **SMOKING IS NOT PERMITTED IN ANY COMMON AREA (including the 3rd floor patio).**
6. Food and drink must be consumed only in the room being used.
7. The Host is responsible to preserve reasonable order, behaviour, and decorum and to enforce the “no smoking” regulation. The Host will be held responsible for any damage or loss.
8. Under no circumstances are the corridors to be used for any purpose other than to allow access to and from the Party Room. Congregating in the corridors is not permitted.
9. No admission fees may be charged.
10. No pets are allowed in the Party Room or on the 3rd floor patio (other than service animals).
11. In accordance with the municipal noise by-law, soft music is permissible to the hour of 11:00 p.m. Thereafter, all noise/music must stop so those occupants of suites in the vicinity of the Party Room are not disturbed. If this requirement is not met, appropriate action will be taken and the full amount of the Security Deposit will be forfeited. The party room must be cleared no later than 12:00 a.m. (MIDNIGHT), this includes clean up.
12. All personal belongings and decorations, including all objects not belonging to the corporation, must be removed prior to the end of the function. The Host is solely responsible to gather up of all refuse left by the guests anywhere in the Party Room, washrooms, and the grounds, and any other property of and will deposit refuse in the appropriate containers or garbage bags, as advised by Management.
13. Only “Scotch” and “Magic Tape” brand cellophane tape may be used on walls as use and removal of other brands of tape may damage the paint or wallpaper. All tape and decorations must be removed.
14. Damage to the furnishings and/or fixtures and/or theft or loss of corporation property is the responsibility of the Host and the Host will be charged for any additional costs of replacement or repairs not covered by the Security Deposit.

15. Host will supply a guest list to Security no later than 24 hours prior to the date of the Event. Persons not named on the guest list will not be permitted entry to the building.
16. Exits must be kept free of obstructions at all times.
17. In respect of the Event, the corporation, its officers, directors and the Management are not responsible for loss or damage to any personal property, or for personal injury to residents or guests, however caused, including without limitation, loss or damage or personal injury resulting from consumption of alcohol during or after the Event.
18. The maximum occupant load, which has been set in accordance with the Ontario Fire Code, is **60** persons.
19. Guests may park their cars in Visitor Parking on P1, P2 and P3 levels. Parking in the driveways is NOT permitted. Fire Route signs must be obeyed and in case of insufficient parking at the visitors' parking lots, the corporation is not responsible for providing additional parking. Illegally parked cars may be ticketed or towed at the owner's expense.
20. Caution must be exercised when guests of the party room exit the room via the 3rd floor patio area. The host must insist that all guests are aware that residents of the building whose suites face the 3rd floor patio area should not have their privacy or enjoyment of quiet disturbed by the party.
21. The Party Room does not have washrooms. The host will allow his guests the use of his/her fob to open the washrooms for his/her guests. The washroom doors must not be held open.

7. Guest Suite

1. Residents must make a reservation for the Guest Suite by completing the proper forms and making deposit/payment in the Management Office. The deposit will be refundable upon inspection of the room after departure.
2. A maximum of Two (2) persons are allowed to be present in the suite.
3. The Guest Suite can only be rented by a resident of the Corporation, and must be 18 years of age and older. Non-resident owners are not allowed to book the Guest Suite.
4. The Corporation is not responsible for any damage or loss of personal property.
5. The Guest Room check-in time is 2:00 p.m. on the date of arrival. The guest must vacate the room by 11:00 a.m. on the day of departure. Failure to do so may result in a charge for an additional day. Residents can book the Guest Suite for up to 15 consecutive days.
6. Reservations may be cancelled no later than 5 days prior to the reserved day.
7. The use and occupation of the Guest Suite are only for the purpose of accommodating guests or members of the family of the above-mentioned resident of the Corporation.

8. In the event that the Corporation is required to perform cleaning in addition to vacuuming, dusting, cleaning of counters and washing of laundry, the cost of the additional cleaning will be passed onto the resident host.
9. It is understood and agreed that the guests of the undersigned will be subject to the *Declaration, By-laws and Rules of the Corporation, Municipal, Provincial and Federal Laws*.
10. The undersigned shall ensure that anyone using the Guest Suite must refrain from behaving in a manner that disturbs other residents.
11. This is a smoke-free building. Smoking is prohibited in the Guest Suite and on the common elements of the Corporation.
12. Pets are not permitted within the Guest Suite (except for service animals).
13. The Guest Suite must be left in the condition it is found. Please turn off all lights and keep the door locked when vacating the suite. Water is to run only when in use.
14. Two (2) keys and two (2) access fobs will be provided. Loss of the Guest Suite Key and access fob will result in forfeiture in the amount of \$250.00 from the security deposit.
15. Obtain Visitor's Daytime/Overnight Parking Permits from the Concierge Desk. Permits MUST BE properly displayed on the dashboard of your vehicle.
16. Management reserves the right to terminate the agreement upon failure of the guest or guests to comply with the terms and conditions of the agreement or failure to obey the Corporation Rules. Forfeiture of the security deposit and suspension of guest suite privileges may result.

22.0 **BULLETIN BOARDS**

1. The Management Office will use its discretion as to what is deemed appropriate.

23.00 **COMPLAINTS**

1. Complaints with respect to nuisance, safety and security issues that require immediate attention should be reported to Security.
2. General complaints that do not require immediate attention shall be communicated in writing or by email to the Management Office.

24.0 **SEVERANCE**

1. Where any rule or part of any rule is found to be invalid or unenforceable then the remainder of these rules shall remain in full force and effect.

25.0 **HEADINGS**

1. The headings in these rules are for convenience of reference only and do not form any part hereof and in no manner modify, interpret or construe the rules.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296
(the "Corporation")**

WHEREAS the board of directors has determined that it is in the best interest of the Corporation to pass a rule in order to prohibit smoking, as well as the production of cannabis on the common elements and in the units of the Corporation.

NOW THEREFORE, on a motion made by Houshang Shans, and seconded by Wincy Tsang, the board of directors hereby resolves that:

1. The proposed Rules 1, 2, 3, 4, 5, & 6, attached hereto, are hereby created in accordance with section 58 of the *Condominium Act, 1998* (the "**Smoke-Free Environment Rules**");
2. YRSCC 1296's proposed Smoke-Free Environment Rules shall not be enforced until 31 days after they become effective in order to allow sufficient time for owners and residents to apply for a Grandfathered Unit exemption.
3. Notice of the Smoke-Free Environment Rules shall be delivered to the owners of the Corporation stating that the Smoke -Free Environment Rules are to become effective 31 days after notice has been deemed to be delivered to owners unless a requisition is received by the Corporation.

DATED this 19 day of MARCH, 2018

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

Per: [Signature]
Name (Print): Wincy Tsang
Title: V.P.

Per: [Signature]
Name (Print):
Title: president

Per: [Signature]
Name (Print): ELLA MIRANDA
Title: DIRECTOR

Per: [Signature]
Name (Print): WINNIE LUK
Title: Secretary

Per: [Signature]
Name (Print): ISABAK BARKHODAEV
Title: TREASURER

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296
(the “Corporation”)
SMOKE-FREE (INCLUDING CANNABIS) ENVIRONMENT RULES

WHEREAS:

- A. The Corporation’s board of directors may, in accordance with Section 58 of the *Condominium Act, 1998*, as amended (the “*Act*”), enact rules respecting the use of the common elements and the units to:
 - (i) promote the safety, security or welfare of the owners and of the property and assets of the Corporation; or,
 - (ii) prevent the unreasonable interference with the use and enjoyment of the common elements, the units, and the assets of the corporation,
- B. It is well recognized that no level of smoke inhalation is acceptable for human health;
- C. Second-hand smoke is known to migrate through common walls and ventilation systems and to contaminate air in common areas and individual units, notwithstanding efforts made by the Corporation or occupants to eliminate such smoke migration;
- D. Third-hand smoke is known to be harmful and lingers in carpets, furniture, clothing, walls and other materials for significant periods of time after a smoke-producing substance has been extinguished;
- E. Smoking, second-hand smoke and third hand smoke can also be a nuisance that unreasonably interferes with the use and enjoyment by other of the common elements and the units;
- F. The Corporation’s board of directors has determined that prohibiting smoking is a reasonable way to ultimately protect residents (and their guests) from being exposed to second-hand and third-hand smoke on the property;
- G. These rules allow for their enforcement to be delayed for certain owners, subject to reasonable time limits and other reasonable conditions, so as to give sufficient time for those owners to comply;
- H. These rules shall be interpreted and applied in accordance with the applicable provisions of the *Human Rights Code* (Ontario) regarding accommodating persons with disability-related needs; and,
- I. It is intended that this Preamble shall form an integral part of these Rules;

NOW THEREFORE, the Corporation hereby enacts the following Smoke-Free (Including Cannabis) Environment Rules:

1. Definitions:

“**Grandfathered Unit**” shall have the meaning in Section 4 of these Rules.

“**Medically Exempt Unit**” shall have the meaning in Section 5 of these Rules.

“**Owner**” shall mean the registered owner of a Unit in the Corporation.

“**Resident**” shall mean any individual(s) occupying a Unit with the Owner’s consent, permission or approval, whether or not pursuant to a lease arrangement.

“**Rules**” mean these Smoke-Free (Including Cannabis) Environment Rules and each or any provision herein.

“**Smoking**” shall include the inhaling, breathing, vaping, carrying, or possession of any lighted cannabis, cigarette, cigar, pipe, electronic cigarette, e-cigarette or other product

containing any amount of tobacco or other smoke-producing substance, any other similar heated or lit product, and any illegal substance.

“Unit” shall mean any residential unit in the Corporation.

All other words and phrases which are defined in the *Act* or the Corporation’s declaration shall have ascribed to them the meanings set out therein.

2. Restrictions on Smoking in/on the Common Elements:

Smoking is prohibited:

- (a) on or in any exclusive-use common elements appurtenant to any Unit;
- (b) in any interior common elements; and,
- (c) within nine (9) meters of any door or window of any building or structure on the property.

3. No Smoking and No Cannabis Plant Growing in the Units:

Except as provided in Section 4 and Section 5 below, smoking, cannabis use and the growing of cannabis plants is prohibited in all Units. Owners are required to ensure compliance with the foregoing prohibition at all times by such Owners, their residents, tenants and guests.

4. Grandfathering of Existing Smokers (other than cannabis use, the growing of cannabis plants and illegal substances):

(a) Notwithstanding the prohibition in Section 3, the board of directors may, in its discretion, grandfather any existing smoking use (except the use of cannabis, the growing of cannabis plants and any illegal substances) for a period of up to four (4) years from the effective date of these Rules (a “Grandfathered Unit”).

(b) In order to be considered for a Grandfathered Unit exemption, the Owner of the subject Unit must notify the Corporation of the existing smoking use, including all persons for whom the exemption is being sought and their relationship to the Owner, in writing on such form as created by the Corporation from time to time, within sixty (60) days of the date that these Rules become effective. The obligation to notify the Corporation is that of the Owner. The failure to notify the Corporation within the specified timeframe shall disqualify the subject Unit from being granted a Grandfathered Unit exemption. The Grandfathering is applicable to the smokers listed, not to the Unit.

(c) The board of directors may revoke a Grandfathered Unit exemption with written notice to the Owner if the grandfathered smoking use is deemed to a nuisance by the board of directors in its discretion.

(d) A Grandfathered Unit exemption shall automatically terminate upon the earlier of any of the following occurrences:

- (i) the sale or transfer of the Unit in which the Grandfathered individual(s) reside;
- (ii) the termination of a lease of a Grandfathered Unit if the Grandfathered Unit exemption was granted to a tenant upon notification of the Owner as set out in this Section 4;
- (iii) if the individual(s) whose smoking use has been granted a grandfathered exemption ceases to reside in the Grandfathered Unit; or,
- (iv) four (4) years after these Rules become effective.

5. Medical Exemption:

- (a) The board of directors may, in its discretion, grant a medical exemption in order to accommodate smoking, including the smoking of cannabis and the growing of cannabis plants on medical grounds (a “**Medically Exempt Unit**”). The Medical Exemption, if applied, is available only to the individual that requires the exemption, and not to any visitors, guests, or any visitors of the Unit.
- (b) In order to be considered for a Medically Exempt Unit exemption, the Owner or Resident of the subject Unit must notify the Corporation of the medical requirement for an exemption, in writing, and shall provide the board of directors with documentary evidence from a licensed physician in the Province of Ontario treating the Owner or Resident seeking the exemption. Such documentary evidence shall, among other things, clearly state in writing that there is no other means of ingesting, administering or otherwise using the medically required substance other than by smoking such substance, and such documentary evidence shall also clearly state in writing whether growing cannabis to satisfy the medical requirement is necessary and that there is no other method by which to satisfy the supply for the medical requirement. The board of directors, acting reasonably, may at any time request that the medical requirement for the substance be reconfirmed and/or require that any additional documentary evidence be provided to establish and/or re-establish the medical requirement for the substance.
- (c) If a Unit is granted a Medically Exempt Unit exemption by the board of directors, as determined by the board of directors in its discretion, such Medically Exempt Unit exemption must be confirmed in writing in order to be effective, and may be subject to any conditions that the board of directors deems reasonably necessary from time to time.
- (d) Where a Medically Exempt Unit exemption is granted, the Owner or Resident that was granted the Medically Exempt Unit exemption, as the case may be, shall ensure that:
- (i) all windows and exterior doors to the Unit are closed when smoking the substance in the Unit;
 - (ii) the exhaust fans in the Unit are turned on when smoking the substance in the Unit; and,
 - (iii) all adequate air filters and/or purifiers are installed to prevent second-hand smoke from entering other Units or the common elements.
- (e) If, in the opinion of the board of directors, and in its sole discretion, the smoking of the substance is a nuisance, then, notwithstanding the foregoing, the Owner shall take all steps that the board of directors deems necessary to eliminate the nuisance within the timeframe to be established by the board of directors. Such steps may include, but are not limited to, the installation of additional exhaust fans or any other reasonable equipment, with smoke sensitive automatic controls and the entering into an alteration agreement in accordance with Section 98 of the *Act*, if alterations to the common elements are required, for the said equipment or fans. Any associated costs will be the sole responsibility of the Owner. Further, if, in the opinion of the board of directors, in its discretion, a nuisance continues after the timeframe set out to correct the nuisance, notwithstanding any steps taken by the Owner to eliminate such nuisance, then the board may revoke the Medically Exempt Unit exemption, at any time, upon written notice.
- (f) The Medically Exempt Unit exemption shall automatically terminate upon the earlier of any of the following occurrences:
- (i) the medical requirement for the exemption ceases to exist;

- (ii) the individual that requires the medical exemption ceases to reside in the Medically Exempt Unit;
- (iii) the termination of a lease of a Medically Exempt Unit if the exemption was granted to a tenant of such Unit; or,
- (iv) the sale or transfer of the Medically Exempt Unit.

6. Costs:

All costs, charges and/or expenses, including professional costs and expenses on a full indemnity basis, incurred by the Corporation in connection with these Rules including, but not limited to, the enforcement of any provision in these Rules, shall be the sole responsibility of the Owner of the Unit that was the cause of incurring the cost, charge or expense. All such costs, charges and/or expenses shall be deemed to be an additional common expense attributable to the Owner's Unit and are recoverable as such.

The foregoing rules are hereby enacted by York Region Standard Condominium Corporation No. 1296, said rules having been passed by the board of directors on the 19th day of March, 2018 pursuant to Section 58 of the *Condominium Act, 1998*, as amended.

AGREEMENT

THIS AGREEMENT made this 08 day of October, 2015.

BETWEEN:

1834372 ONTARIO INC.

a corporation incorporated under the laws of the Province of Ontario

(hereinafter called "1834372")

OF THE FIRST PART

- and -

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

a condominium corporation created under the Condominium Act, 1998, S.O. 1998, c. 19

(hereinafter called "YRSCC")

OF THE SECOND PART

WHEREAS an easement and cost sharing agreement #3 was entered into between York Region Standard Condominium Corporation No. 1271 and 1834372 ONTARIO INC. on behalf of YRSCC, and which easement and cost sharing agreement #3 was registered in the York Region Land Registry Office on November 21, 2014 as Instrument No. YR2219185 (said easement and cost sharing agreement #3 is hereinafter called the "Cost Sharing Agreement").

AND WHEREAS pursuant to the provisions of Article 12.01 of the Cost Sharing Agreement, the provisions of such Cost Sharing Agreement are intended to run with the real property benefitted and burdened thereby, namely, the lands defined in the Cost Sharing Agreement as the A1/A2 Residential Lands (being the lands comprising the property described in York Region Standard Condominium Plan No. 1271) and the Building B1/B2 Lands (being the lands comprising the property described in York Region Standard Condominium Plan No. 1296).

AND WHEREAS upon the registration of the declaration and description creating YRSCC, 1834372 is automatically released and discharged pro tanto from their liabilities and obligations under the Cost Sharing Agreement as owner of the lands described in York Region Standard Condominium Plan No. 1296 (the "YRSCC Lands") and thereafter YRSCC assumes pro tanto such liability and obligations in respect of the YRSCC Lands.

IN CONSIDERATION OF TWO (\$2.00) Dollars (the receipt and sufficiency of which is hereby acknowledged by both parties), the parties hereto covenant and agree as follows:

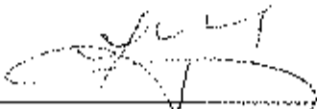
1. YRSCC hereby ratifies and confirms all terms, provisions and conditions set out in the Cost Sharing Agreement, including, without limitation, all those made by or on behalf of YRSCC, and hereby covenants and agrees with 1834372 to assume the covenants, liabilities, debts and obligations of 1834372 under the Cost Sharing Agreement with respect to the YRSCC Lands and to be bound by all the provisions, liabilities, obligations, covenants and agreements contained in the Cost Sharing Agreement with respect to such lands as if YRSCC was originally named as a party in the Cost Sharing Agreement with respect to such lands.
2. YRSCC covenants and agrees to indemnify and save harmless 1834372 from and against such covenants, liabilities, debts, obligations, of any kind and nature of 1834372, in respect of the obligations relating to the YRSCC Lands from and including the date that YRSCC was created pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c. 19.

3. YRSCC covenants and agrees to forthwith execute and deliver any further documentation (including, without limitation, conveyances) as may required to give effect to this agreement and the Cost Sharing Agreement.

THIS agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

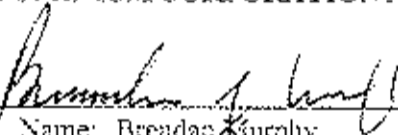
IN WITNESS WHEREOF the parties hereto have executed this agreement on the date first noted above.

1834372 ONTARIO INC.

Per: 
Name: Fereydoon Darvish
Title: President

I have authority to bind the corporation

YORK REGION STANDARD
CONDOMINIUM CORPORATION NO. 1296

Per: 
Name: Brenda Murphy
Title: President

Per: 
Name: Latif Fazel
Title: Secretary

I/We have authority to bind the corporation

AGREEMENT

THIS AGREEMENT made this 08 day of October, 2015.

BETWEEN:

1834372 ONTARIO INC.

a corporation incorporated under the laws of the Province of Ontario

(hereinafter called "1834372")

OF THE FIRST PART

- and -

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

a condominium corporation created under the Condominium Act, 1998, S.O. 1998, c. 19

(hereinafter called "YRSCC")

OF THE SECOND PART

WHEREAS an easement and cost sharing agreement was entered into between York Region Standard Condominium Corporation No. 1247, 1794392 Ontario Inc., 1806780 Ontario Inc., 1834372 Ontario Inc. and 1794391 Ontario Inc., and which easement and cost sharing agreement was registered in the York Region Land Registry Office on February 14, 2014 as Instrument No. YR2095992 (said easement and cost sharing agreement is hereinafter called the "Cost Sharing Agreement").

AND WHEREAS pursuant to the provisions of Article 28.00 of the Cost Sharing Agreement, the provisions of such Cost Sharing Agreement are intended to run with the real property benefitted and burdened thereby, namely, the lands defined in the Cost Sharing Agreement as the Building B3 Lands (being the lands comprising the property described in York Region Standard Condominium Plan No. 1247), A1/A2 Residential Lands (being the lands comprising the property described in York Region Standard Condominium Plan No. 1271), A1/A2 Commercial Lands (being the lands comprising the property described in York Region Standard Condominium Plan No. 1279), Building C Lands (being the lands comprising the property described in York Region Standard Condominium Plan No. 1285) and the Building B1/B2 Lands (being the lands comprising the property described in York Region Standard Condominium Plan No. 1296).

AND WHEREAS upon the registration of the declaration and description creating YRSCC, 1834372 is automatically released and discharged pro tanto from their liabilities and obligations under the Cost Sharing Agreement as owner of the lands described in York Region Standard Condominium Plan No. 1296 (the "YRSCC Lands") and thereafter YRSCC assumes pro tanto such liability and obligations in respect of the YRSCC Lands.

IN CONSIDERATION OF TWO (\$2.00) Dollars (the receipt and sufficiency of which is hereby acknowledged by both parties), the parties hereto covenant and agrees as follows:

1. YRSCC hereby ratifies and confirms all terms, provisions and conditions set out in the Cost Sharing Agreement, including, without limitation, all those made by or on behalf of YRSCC, and hereby covenants and agrees with 1834372 to assume the covenants, liabilities, debts and obligations of 1834372 under the Cost Sharing Agreement with respect to the YRSCC Lands and to be bound by all the provisions, liabilities, obligations, covenants and agreements contained in the Cost Sharing Agreement with respect to such lands as if YRSCC was originally named as a party in the Cost Sharing Agreement with respect to such lands.

- 2. YRSCC covenants and agrees to indemnify and save harmless 1834372 from and against such covenants, liabilities, debts, obligations, of any kind and nature of 1834372, in respect of the obligations relating to the YRSCC Lands from and including the date that YRSCC was created pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c. 19.
- 3. YRSCC covenants and agrees to forthwith execute and deliver any further documentation (including, without limitation, conveyances) as may required to give effect to this agreement and the Cost Sharing Agreement.

THIS agreement shall cause to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

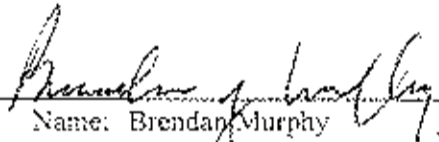
IN WITNESS WHEREOF the parties hereto have executed this agreement on the date first noted above.

1834372 ONTARIO INC.

Per: _____
 Name: Fereydoon Darvish
 Title: President

I have authority to bind the corporation

**YORK REGION STANDARD
 CONDOMINIUM CORPORATION NO. 1296**

Per:  _____
 Name: Brendan Murphy
 Title: President


 Per: _____
 Name: Latif Fazel
 Title: Secretary

I/We have authority to bind the corporation

ACKNOWLEDGMENT OF ASSUMPTION

THIS ACKNOWLEDGEMENT made the 08 day of October, 2015

FROM: YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296 (hereinafter referred to as the "Assignee")

TO: THE CORPORATION OF THE CITY OF MARKHAM (the "City")

AND TO: YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247

AND TO: YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271

AND TO: YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1279

AND TO: YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1285

AND TO: 1691126 ONTARIO INC. AND 1834372 ONTARIO INC.

WHEREAS 1691126 ONTARIO INC. is the Transferor in the Easement (as defined hereinbelow) between 1691126 ONTARIO INC., as Transferor, and The Corporation of the City of Markham, as Transferee, registered on title to the lands legally described as PT LT 18 Registrar's Compiled Plan 10327, designated as Parts 6, 9 and 10, Plan 65R-34644, City of Markham as Instrument No. YR2071236 on December 6, 2013 (the "Easement") conveying an easement over the lands legally described as PT LT 18 Registrar's Compiled Plan 10327, designated as Parts 6, 9 and 10, Plan 65R-34644, City of Markham (the "Servient Tenement") to benefit the lands legally described as PIN 03020-0500: Meadowview Road, Registrar's Compiled Plan 10327, City of Markham; PIN 03020-0500: MCKENZIE Avenue, Plan 2446, City of Markham; One foot Reserve, Plan 2446, City of Markham; PIN 03021-0329: Part of Lot 18, Registrar's Compiled Plan 10327, described as Part 10, Plan 65R-32918, City of Markham (the "Dominant Tenement");

AND WHEREAS 1794390 ONTARIO INC. was the declarant of YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247;

AND WHEREAS 1691126 ONTARIO INC. and 1794390 ONTARIO INC. have assigned and YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247 has assumed all the covenants, duties, obligations and liabilities of 1691126 ONTARIO INC. and 1794390 ONTARIO INC. in the Easement, pursuant to an Assignment and Assumption Agreement dated February 14th, 2014;

AND WHEREAS YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271 has assumed the covenants, duties, obligations and liabilities of the Transferor in the Easement jointly and severally with YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247 pursuant to an Acknowledgment of Assumption Agreement dated November 21, 2014;

AND WHEREAS YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1279 has assumed the covenants, duties, obligations and liabilities of the Transferor in the Easement jointly and severally with YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247 and YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271 pursuant to an Acknowledgment of Assumption dated February 17, 2015;

AND WHEREAS YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1285 has assumed the covenants, duties, obligations and liabilities of the Transferor in the Easement jointly and severally with YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247, YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271 and YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1279 pursuant to an Acknowledgment of Assumption dated May 27, 2015;

AND WHEREAS the Easement requires that upon the registration of a condominium plan over all or part of the Servient Tenement, the new condominium corporation that is created shall assume the obligations of the Transferor in the Easement;

AND WHEREAS as part of the Servient Tenement is located within the land within York Region Standard Condominium Plan No. 1296;

AND WHEREAS the Assignee has agreed to assume the covenants, duties, obligations and liabilities of the Transferor in the Easement jointly and severally with YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247, YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271, YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1279 and YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1285;

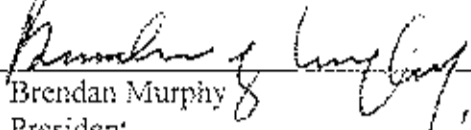
NOW THEREFORE THIS ACKNOWLEDGEMENT WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignee hereto covenant, acknowledge and agree as follows:

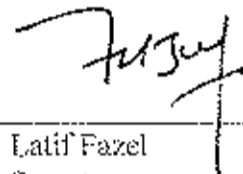
1. The Assignee hereby acknowledges, covenants and agrees to assume all covenants, duties, obligations and liabilities of the Transferor under the Easement jointly and severally with YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247, YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271, YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1279 and YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1285 and covenant and agrees in favour of YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247, YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271, YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1279, YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1285, the City, 1691126 Ontario Inc. and 1834372 ONTARIO INC. to perform each and every of the covenants, duties, obligations and liabilities contained in the Easement jointly and severally with YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247, YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271, YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1279 and YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1285 as if the Assignee had been an original party to the Easement.
2. The Assignee acknowledges that this Acknowledgement of Assumption shall have the effect of subjecting the Assignee to all covenants, duties, obligations and liabilities of the Transferor arising from the Easement, to be performed jointly and severally with YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247, YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271, YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1279 and YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1285, as fully and effectively as if the Assignee had been an original party to the Easement.
3. This Acknowledgement shall be construed and enforced in accordance with, and the rights of the parties hereto shall be governed by, the laws of the Province of Ontario.
4. These presents and everything herein contained shall be binding upon the undersigned and its successors and assigns and enure to the benefit of the parties listed above to whom this Acknowledgement is addressed to and their respective successors and assigns.
5. This Acknowledgement shall be registered on title to the lands within York Region Standard Condominium Plan No. 1296 either by separate registration or as a schedule to a Condominium By-Law of the Assignee.
6. The Assignee hereby covenants and agrees to indemnify and save harmless 1691126 Ontario Inc. and 1834372 ONTARIO INC. from and against all such covenants, duties, obligations and liabilities from and including the date the Assignee was created pursuant to the provisions of the Condominium Act, 1998 (Ontario).
7. The undersigned agrees to forthwith and without charge execute and do all such further deeds, acts and assurance as may be reasonably necessary for the purposes of giving full force and effect to the covenants, agreements and provisions herein contained.
8. The undersigned acknowledges and agrees that each and every party listed hereinabove to whom this Acknowledgement is addressed to and their respective successors and assigns

shall be entitled to rely on this Acknowledgement notwithstanding that they are not a party to nor signed this Acknowledgement.

IN WITNESS WHEREOF the party hereto has executed this Acknowledgement as the day first above-written.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

Per: 
Name: Brendan Murphy
Title: President

Per: 
Name: Latif Fazel
Title: Secretary

I/We have authority to bind the Corporation.

ACKNOWLEDGEMENT OF ASSUMPTION

THIS ACKNOWLEDGEMENT made the 08 day of October, 2015

FROM: YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296 (hereinafter referred to as the "Assignee")
TO: THE CORPORATION OF THE CITY OF MARKHAM (the "City")
AND TO: YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247
AND TO: 1691126 ONTARIO INC. AND 1834372 ONTARIO INC.

WHEREAS 1691126 ONTARIO INC. and 1834372 ONTARIO INC. and the City, together with other parties, entered into a Maintenance, Easement and Continuing Indemnity Agreement (the "MECI Agreement") dated December 12, 2013, which MECI Agreement is registered in Land Registry Office #65 as YR2076321.

AND WHEREAS the MECI Agreement requires that upon the registration of a condominium plan over all or part of the World on Yonge Condominium Lands (as such term is defined in the MECI Agreement) the new condominium corporation that is created shall assume the obligations, liabilities, representations, warranties, covenants and indemnities of 1691126 Ontario Inc. and the subject Declarant (as such term is defined in the MECI Agreement);

AND WHEREAS 1794390 ONTARIO INC. was the declarant of YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247;

AND WHEREAS 1691126 ONTARIO INC. and 1794390 ONTARIO INC. have assigned and YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247 has assumed all the covenants, duties, obligations and liabilities of 1691126 ONTARIO INC. and 1794390 ONTARIO INC. in the MECI Agreement, pursuant to an Assignment and Assumption Agreement dated February 14th, 2014;

AND WHEREAS the Assignee has agreed to assume the obligations, liabilities, representations, warranties, covenants and indemnities of YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247, 1691126 ONTARIO INC. and 1834372 ONTARIO INC. contained in the MECI Agreement as it applies to that portion of the World on Yonge Condominium Lands (as defined in the MECI Agreement) legally described as Part of Lot 18, Registrar's Compiled Plan 10327, designated as Parts 16, 17, 18, 19 and 20, Plan 65R-35223, Land Titles Division of York Region (No. 65) City of Markham (the "Building B1/B2 Lands");

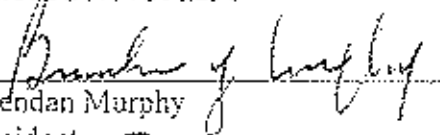
NOW THEREFORE THIS ACKNOWLEDGEMENT WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignee covenants, acknowledges and agrees as follows:

1. The Assignee hereby acknowledges covenants and agrees to assume all obligations, liabilities, representations, warranties, covenants and indemnities of YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247, 1691126 ONTARIO INC. and 1834372 ONTARIO INC. in the MECI Agreement as it relates to the Building B1/B2 Lands, and covenants and agrees in favour of YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247, the City, 1691126 ONTARIO INC. and 1834372 ONTARIO INC. to perform each and every of the obligations, liabilities, representations, warranties, covenants and indemnities contained in the MECI Agreement as it relates to the Building B1/B2 Lands as if the Assignee had been an original party to the MECI Agreement.
2. The Assignee acknowledges that this Acknowledgement of Assumption shall have the effect of subjecting the Assignee to all obligations, liabilities, representations, warranties, covenants and indemnities of YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247, 1691126 ONTARIO INC. and 1834372 ONTARIO INC. in the MECI Agreement as it relates to the Building B1/B2 Lands, as fully and effectively as if the Assignee had been an original party to the MECI Agreement.

3. This Acknowledgement shall be construed and enforced in accordance with, and the rights of the parties hereto shall be governed by, the laws of the Province of Ontario.
4. These presents and everything herein contained shall be binding upon the undersigned and its successors and assigns and enure to the benefit of the parties listed above to whom this Acknowledgement is addressed to and their respective successors and assigns.
5. This Acknowledgement shall be registered on title to the lands within York Region Standard Condominium Plan No. 1296 either by separate registration or as a schedule to a Condominium By-Law of the Assignee.
6. The Assignee hereby covenants and agrees to indemnify and save harmless 1691126 ONTARIO INC. and 1834372 ONTARIO INC. from and against all such obligations, liabilities, representations, warranties, covenants and indemnities from and including the date the Assignee was created pursuant to the provisions of the Condominium Act, 1998 (Ontario).
7. The undersigned agrees to forthwith and without charge execute and do all such further deeds, acts and assurance as may be reasonably necessary for the purposes of giving full force and effect to the covenants, agreements and provisions herein contained.
8. The undersigned acknowledges and agrees that each and every party listed hereinabove to whom this Acknowledgement is addressed to and their respective successors and assigns shall be entitled to rely on this Acknowledgement notwithstanding that they are not a party to nor signed this Acknowledgement.

IN WITNESS WHEREOF the party hereto has executed this Acknowledgement as the day first above-written.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

Per: 
Name: Brendan Murphy
Title: President

Per: 
Name: Latif Fazel
Title: Secretary

✓ We have authority to bind the Corporation.

EXHIBIT "B"

7

Properties

PIN 03021 - 0330 LT Interest/Estate Easement Add Easement

Description **SERVIENT LANDS:**
 PT LT 18 REGISTRAR'S COMPILED PLAN 10327, DESIGNATED AS PARTS 6, 9 AND 10, PLAN 65R-34644; CITY OF MARKHAM

DOMINANT LANDS:
 PIN 03020-0500; MEADOWVIEW ROAD, REGISTRAR'S COMPILED PLAN 10327, CITY OF MARKHAM;
 PIN 03020-0500; MCKENZIE AVENUE, PLAN 2446, CITY OF MARKHAM; ONE FOOT RESERVE, PLAN 2446, CITY OF MARKHAM;
 PIN 03021-0329; PART OF LOT 13, REGISTRAR'S COMPILED PLAN 10327, DESCRIBED AS PART 10, PLAN 65R-32918; CITY OF MARKHAM

Address MARKHAM

Consideration

Consideration \$ 2.00

Transferor(s)

The transferor(s) hereby transfers the easement to the transferee(s).

Name 1691126 ONTARIO INC.
 Address for Service 1 Steeles Road West
 Unit B
 Markham, ON L3R 0T3

I, FERAYDOON DARVISH, PRESIDENT, AND LATIF FAZEL, SECRETARY, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Transferee(s)

Capacity

Share

Name THE CORPORATION OF THE CITY OF MARKHAM
 Address for Service 101 Town Centre Boulevard
 Markham, ON L3R 9W3

Statements

Schedule: See Schedules

Signed By

Christina Louise Prince, 7501 Keele Street, Ste. 200 acting for Signed 2013 12 06
 Concord
 L4K 1Y2 Transferor(s)

Tel: 905-760-2800
 Fax: 905-760-2900

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

Lynn Joyce Handson 101 Town Centre Blvd. acting for Signed 2013 12 06
 Markham
 L3R 9W3 Transferee(s)

Tel: 9054777000
 Fax: 9054797784

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

Submitted By

BRATTYS LLP

7501 Keele Street, Ste. 200
Concord
L4K 1Y2

2013 12 06

Tel 905-760-2800

Fax 905-760-2800

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Provincial Land Transfer Tax \$0.00

Total Paid \$60.00

File Number

Transferor Client File Number : 198778

Transferee Client File Number : 13 0102 LG 0175

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 03021 - 0330 SERVIENT LANDS;
 PT LOT 18 REGISTRAR'S COMPILED PLAN 10327, DESIGNATED AS PARTS 6, 8
 AND 16, PLAN 65R-34644; CITY OF MARKHAM.

DOMINANT LANDS:
 PIN 03020-0500: MEADOWVIEW ROAD, REGISTRAR'S COMPILED PLAN
 10327, CITY OF MARKHAM;
 PIN 03020-0500: MCKENZIE AVENUE, PLAN 2448, CITY OF MARKHAM; ONE
 FOOT RESERVE, PLAN 2448, CITY OF MARKHAM;
 PIN 03021-0329: PART OF LOT 18, REGISTRAR'S COMPILED PLAN 10327,
 DESCRIBED AS PART 10, PLAN 65R-32918; CITY OF MARKHAM

BY: 1691126 ONTARIO INC.
 TO: THE CORPORATION OF THE CITY OF MARKHAM % (all PINs)

1. JACQUELINE CHAN

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for THE CORPORATION OF THE CITY OF MARKHAM described in paragraph(s) (c) above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for _____ described in paragraph(s) () above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	2.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (b) to (f))	2.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	2.00

4.

Explanation for nominal considerations:

s) other: Street A Easement

5. The land is subject to encumbrance

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement
 LRO 35 Registration No. YR2071238 Date: 2013/12/06

B. Property(s): PIN 03021 - 0330 Address MARKHAM Assessment Roll No

C. Address for Service: 101 Town Centre Boulevard
 Markham, ON L3R 9W3

D. (i) Last Conveyance(s): PIN 03021 - 0330 Registration No. YR2042139
 (ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: Lynn Joyce Handor
 101 Town Centre Blvd.
 Markham L3R 9W3

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Schedule

- 1) The Transferor hereby transfers to the Transferee, its successors and assigns, a non-exclusive permanent easement for the benefit of and as appurtenant to the Dominant Tenement (hereinafter defined), upon, along, over and across the lands legally described as Part of Lot 18, Registrars Compiled Plan 10327, designated as Parts 6, 9 and 10 on Reference Plan 65R-34644, (the "Servient Tenement") for the purposes of providing free, uninterrupted and unobstructed access, ingress and egress for the general public by foot and by vehicle, both motorized and non-motorized ("Users"), subject to the terms and conditions contained herein.
- 2) The Transferor shall, at its sole cost and expense, maintain, replace and repair the paved road on the Servient Tenement in accordance with the Transferee's standards for road maintenance, as may be amended from time to time. Such maintenance shall include the following without limitation:
 - (a) regular removal of snow in accordance with the following:
 - For snowfall amounts less than 7.5 cm, the road is considered acceptable in a 'snow packed' condition.
 - Ploughing shall be carried when snow accumulations reach or exceed 7.5cm.
 - If snowfall is continuing, ploughing shall commence once snowfall ceases or accumulations exceed 12cm.
 - Ploughing shall continue until snow is removed.
 - Snow removal off-site shall be required when snow storage areas become full. All snow removed shall be loaded and hauled away to MCE approved site
 - (b) roads will be kept in a condition where traffic can move without undue difficulty;
 - (c) regular removal of litter and debris; as required or a minimum of twice weekly
 - (d) regular sanding/salting in accordance with the following:
 - Sanding/salting operations will be carried out at intersections, on hills and curves as conditions require.
 - Roads must be kept in a condition where traffic can move without undue difficulty.
 - (e) regular vegetation control which shall include grass cutting and trimming required every 10-14 days
 - (f) regular road sweeping at least once in the spring (completed prior to May 31st), twice through the summer and once again in the fall (leaf pick-up in November)

- (g) repairing any cracks and holes in the road as may be necessary in the reasonable opinion of the Transferee; as required
- (h) replacing the road as may be necessary in the reasonable opinion of the Transferee, as required based upon condition surveys;
- (i) regular curb and gutter maintenance; as required
- (j) repairing sidewalk deficiencies in accordance with the following: when trip edges reach or exceed 2cm or 3/4 inch, the location must be ground down or removed and replaced to make safe
- (k) all other maintenance work required to ensure that the road is in good repair and meets the Transferee's standards for road maintenance which shall be shown on the City of Markham website;

(collectively, "Maintenance Work").

- (l) Safety: All Maintenance Work performed by the Transferor on the Servient Tenement shall be carried out in a good, safe and workman-like manner. The Transferor shall ensure that all precautions are taken to prevent injury to any person whatsoever with respect to its entry on the Servient Tenement to conduct Maintenance Work and shall follow prudent policies and procedures to prevent, avoid and/or diminish the danger and risk that may be involved with such activities.
- (m) Commercial General Liability Insurance: The Transferor shall, at its sole cost and expense, obtain and keep in force, Commercial General Liability Insurance (which may be held in multiple policies, should the Servient Tenement form part of multiple condominiums in the future) satisfactory to the Transferee, and including the following:
- a) A limit of liability of not less than Five Million Dollars (\$5,000,000) per occurrence;
 - b) The Transferee shall be named as an additional insured;
 - c) The policy shall contain a provision for cross liability in respect of the named insured;
 - d) Non-owned automobile coverage with a limit of at least Five Million Dollars (\$5,000,000) including contractual non-owned coverage;
 - e) Products and completed operation coverage (Broad Form) with an aggregate limit of not less than Five Million Dollars (\$5,000,000);
- f) That thirty (30) days prior notice of an alteration, cancellation or material change in policy terms which reduces coverages shall be given in writing to the Transferee; and

g) An exception to the Pollution exclusion for Hostile Fire.

- (n) Automobile Insurance: The Transferor shall, at its sole cost and expense, obtain and keep in force, automobile insurance under a standard Automobile Policy with limits no less than Five Million Dollars (\$5,000,000.00) in respect of each owned or leased licensed vehicle.
- (o) The Transferor shall require all contractors or subcontractors conducting Maintenance Work to carry appropriate Workers Safety Insurance Board ("WSIB") insurance unless the contractor or subcontractor is deemed to be exempted by the WSIB. The Transferor shall deal with any subsequent charges by the Ministry of Labour and reimburse the Transferor for any fines or other charges under the *Occupational Health and Safety Act* (Ontario).
- (p) Certificate of Insurance: The Transferor shall provide the Transferee annually, on each anniversary of the registration of this Transfer of Basement, a certificate(s) of insurance satisfactory to the Transferee, together with proof of renewal at least ten (10) days prior to expiry. Provided that if a certificate is provided, all requirements as above set forth must be shown on the said certificate and notwithstanding the provision of any certificate, the Transferee may require that the Transferor provide a certified copy of the policy, if required.
- (q) Indemnity: The Transferor shall absolutely indemnify, reimburse and save harmless the Transferee, its officers, directors, employees, council members, servants, agents and contractors, from and against any loss of, or damage to, property, personal injury or death, or any other losses, actions, claims, damages, liabilities, demands, suits, judgements, causes of debts, dues accounts, bonds, covenants contracts, costs, expenses, action, legal proceedings, fines, penalties or other sanctions and costs and expenses, both direct and indirect, arising in connection therewith (including, without limitation, legal fees and disbursements on a substantial indemnity basis which includes all such legal fees and disbursements in connection with any and all appeals) howsoever and whatsoever incurred, suffered or sustained by the Transferee, its officers, directors, employees, council members, servants, agents and contractors which may in any way result from or arise out of or be in relation to any act, omission or breach of, or any non-performance by the Transferor, its officers, directors, employees, servants, contractors, subcontractors, contractors' workmen, subcontractors' workmen, agents, architects, consultants, engineers, invitees, successors and assigns of any provision of this Transfer of Basement and the presence of the Users, the Transferor, its officers, directors, employees, servants, contractors, subcontractors, contractors' workmen, subcontractors' workmen, agents, architects, consultants, engineers, invitees, successors and assigns on the Servient Tenement.
- (r) Transferee Not Liable: The Transferee shall not be liable or responsible in any way for any loss of, or damage to, property, personal injury or death, or any other losses, actions, claims, damages, liabilities, demands, suits, judgements, causes of debts, dues accounts, bonds, covenants contracts, costs, expenses, action, legal proceedings, fines, penalties or other sanctions and costs and expenses, both direct and indirect, arising in connection

herewith (including, without limitation, legal fees and disbursements on a substantial indemnity basis which includes all such legal fees and disbursements in connection with any and all appeals) howsoever and whatsoever incurred, suffered or sustained by the Users, the Transferee, its officers, directors, employees, agents and contractors which may in any way result from or arise out of or be in relation to any act, omission or breach of, or any non-performance by the Transferor, its officers, directors, employees, servants, contractors, subcontractors, contractors' workmen, subcontractors' workmen, agents, architects, consultants, engineers, invitees, successors and assigns of any provision of this Transfer of Easement and the presence of the Users, the Transferor, its officers, directors, employees, servants, contractors, subcontractors, contractors' workmen, subcontractors' workmen, agents, architects, consultants, engineers, invitees, successors and assigns on the Servient Tenement.

(s) Provided that the Transferee's rights granted herein are not materially affected, the Transferor shall have the right to use and enjoy the Servient Tenement all in accordance with the approved site plan, landscape plans, and engineering plans for the lands. The Transferor shall not, without the prior written consent of the Transferee, place or erect on the Servient Tenement any additional building, structure or fence and shall not excavate, alter the grading, drill, install thereon any pit, well, foundation and/or pavement which will obstruct or prevent the exercise and enjoyment by the Transferee of its rights hereunder save and except in accordance with municipally approved plans and/or permits.

5) This easement shall extend to, be binding upon and enure to the benefit of the successors and assigns of the parties hereto. The Transferor hereby agree that all provisions herein are reasonable and valid and if any provision herein is determined to be unenforceable, in whole or in part, it shall be severable from all other provisions and shall not affect or impair the validity of all other provisions.

6) The provisions of this easement are intended to run with Servient Tenement, and this easement shall enure to the benefit of, and be correspondingly binding upon, each of the parties hereto and their respective successors and assigns, including, without limitation, the condominium corporation(s) to be created when a declaration and description is registered on to the Servient Tenement or any portion thereof ("Condominium") under the Condominium Act, 1998, S.O. 1998, CHAPTER 19 (the "Act")

7) Notwithstanding anything provided in this easement to the contrary, it is expressly understood and agreed by the parties hereto that any reference to the Transferee in this easement, where the context pertains to the use or enjoyment of an easement (or some other right, benefit or interest), shall specifically include the City and its duly authorized agents, representatives, employees, contractors and/or subcontractors, together with their respective invitees or licensees.

8) The parties hereto hereby covenant and agree to forthwith execute and/or provide all further documents, instruments and/or assurances as may be necessary or required in order to carry out (and give full effect to) the true intent of these presents, and to

register this easement (or notice thereof) against the title to the Servient Lands. Without limiting the generality of the foregoing, the parties hereto hereby covenant and agree to execute all such further documents, instruments and agreements (including any transfers of easement in registrable form) as may be required from time to time to bind the Condominium to the obligations in this easement.

9) The Transferee shall upon the registration of the condominium plan over the Servient Tenement cause the new condominium corporation that is created to assume all of the Transferee's obligations under this Transfer of Easement and execute an assumption of this Agreement in a form satisfactory to the Transferee ("Assignment and Assumption Agreement") and such Assignment and Assumption Agreement shall be registered on title to the Servient Tenement (either by separate registration or as an attachment to a by-law of a subject condominium) immediately after the registration of the Description, Declaration and the By-Laws of the said condominium corporation. Upon the execution, delivery and registration of the Assignment and Assumption Agreement as described, the Transferee named herein shall be released of all liability hereunder and the said Condominium shall be responsible for the performance of all obligations hereunder as if and to the same extent it were the original party thereto in the place and stead of the Transferee.

10) There shall be no obstruction or suspension (partial, temporary or otherwise) of this easement or the Service Connections if same would result in the interruption of utilities and/or services to the Park Lands, save and except (i) in the case of an Emergency (hereinafter defined); (ii) where a temporary obstruction or suspension of no more than three (3) hours is necessary to permit maintenance and/or repair of the Servient Tenement and the Transferor has provided the Transferee with at least forty-eight (48) hours prior written notice of the temporary obstruction or suspension; or (iii) where a temporary obstruction or suspension of more than three (3) hours is necessary to permit maintenance and/or repair of the Servient Tenement and the Transferor has provided the Transferee with five (5) Business Days prior notice of the temporary obstruction or suspension, which notice shall specify the intended time of commencement and completion of such obstruction or suspension, and provided that the Transferor has arranged for provision of temporary replacement utilities and/or services to the Transferee during such period of obstruction and completion.

In this Easement, the following capitalized terms have the following meaning:

"Emergency" means any circumstance(s) or event(s) involving danger to, or the safety of, persons, danger of substantial property damage or loss and/or the suspension of any utility or service to the Servient Tenement or any portion(s) thereof or any improvements thereon whether actually occurring or imminent.

"Business Day" means any day, other than a Saturday, Sunday or statutory holiday in Toronto, Ontario.

11) Notwithstanding any other term set out herein, this easement may be refused by the Transferor, or its successors or assigns, or its authorized representative, or a

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person may be required to leave the Servient Tenement, in the case of any person who:

- (i) unreasonably interferes with the ability of other members of the public to enjoy the Servient Tenement for the above-mentioned purposes;
- (ii) unreasonably interferes with any structures, works or amenities situated on the Servient Tenement or the ability of lawful occupants of lands adjacent to the Servient Tenement to enjoy their lands for their own uses and purposes provided that such uses and purposes shall not be inconsistent with the use by the public of the Servient Tenement;
- (iii) carries on an unlawful activity upon the Servient Tenement;
- (iv) injures or attempts to injure any person, property or property rights;
- (v) obstructs or injures any lawful business or occupation carried on by the Transferor, or its successors or assigns or any person in lawful possession of any structures, works or amenities situated on the Servient Tenement or any lands adjacent to, above or under the Servient Tenement; or
- (vi) commits any criminal or quasi-criminal offence upon the Servient Tenement;

and any person who refuses to leave such area or fails to abide by the Transferor's, or its successors' or assigns', or its authorized representative's refusal to allow such access, ingress and egress shall be trespassing on the Servient Tenement.

12) Each of the Transferor and Transferee (hereinafter individually referred to as the "Receiving Party") shall, within twenty (20) days after receiving a written request (hereinafter referred to as the "Certificate Request") accompanied by payment of a fee in the amount of \$150.00 plus any applicable H.S.T, from or by any party interested in the status of this easement (hereinafter called the "Requesting Party"), execute and deliver to the Requesting Party a certificate (hereinafter called the "Certificate") confirming whether or not the terms and provisions of this easement have been complied with to date, and whether or not there is any outstanding default alleged (or complained of) by or against any of Transferor or Transferee, as well as the nature and extent of the default so alleged. Notwithstanding the foregoing provision, the Certificate of the City of Markham may be provided by the City Solicitor and the fee payable for the Certificate may be increased by the City of Markham on an annual basis by an amount equivalent to the percentage increase, if any, in the consumer price index published by Statistics Canada, or its successors. Notwithstanding any provision contained herein to the contrary, it is expressly understood and agreed that nothing shall be charged to (or be levied against) the Transferor or Transferee, or their respective successors or assigns, if such party requests (or if their solicitor or authorized agent or representative requests) the Certificate pursuant to the preceding provisions hereof. The contents of the Certificate may be pleaded by the Requesting Party as a bar to (and shall correspondingly constitute a complete defence by the

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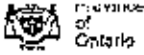
Requesting Party against) any litigated suit, claim or action that is inconsistent with the facts recited in the Certificate. If the Receiving Party fails to execute and deliver the Certificate to the Requesting Party within 10 days after receiving the Certificate Request and the accompanying fee, then the Receiving Party shall be deemed to have certified to the Requesting Party that no outstanding default exists under this easement by any of parties hereto (and the Receiving Party shall accordingly be forever estopped from claiming or alleging that any such default then exists or continues, but shall not be precluded from claiming or alleging any future default).

13) In this easement, "Dominant Tenement" means the following lands in the City of Markham, Regional Municipality of York, legally described as follows:

(a) Meadowview Road, Registrar's Compiled Plan 10527, City of Markham ; being Meadowview Avenue (Formerly Meadowview Road also known as McKenzie Avenue) between Yonge Street & Doncaster Avenue;

(b) McKenzie Avenue, Plan 2446, City of Markham; One Foot Reserve, Plan 2446, City of Markham , being Meadowview Avenue (Formerly Meadowview Road also known as McKenzie Avenue) between Yonge Street and Doncaster; and

(c) Part of Lot 18, Registrar's Compiled Plan 10327, described as Part 10 on Reference Plan 65R-32918, City of Markham.



Document General

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Form 4 - Land Registration Reform Act

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(1) Registry Land Titles (2) Page 1 of 35 pages *ty*

(3) Property Identifier(s) Block 29778-0001 to 29778-0908 (Both Inclusive) Property Additional: See Schedule

Number YR 2095992
CERTIFICATE OF RECEIPT

(4) Nature of Document
**Notice of Agreement
(Section 71 of Land Title Act)**

FEB 14 2014 16:47

(5) Consideration
TWO Dollars \$ 2.00

YORK REGION
No. 65
AURORA

Jeff Hill
LAND REGISTRAR

(6) Description
All Units on all Levels and Common Elements comprising the property included in York Region Standard Condominium Plan No. 1247
City of Markham
Regional Municipality of York
Land Title Division of York Region (No. 65)

New Property Identifier(s)

Additional: See Schedule

Executions

Additional: See Schedule

(7) This Document Contains: (a) Redescription New Basement Plan/Sketch (b) Schedule for: Description Parties Other

(8) This Document provides as follows:
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247 hereby applies under Section 71 of the Land Titles Act to have an Agreement entered in the register for the said parcel

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
York Region Standard Condominium Corporation No. 1247 I/We have the authority to bind the Corporation	<i>Latif Fazel</i> Per: Latif Fazel Title: President	2014 02 14
	<i>Marco Filice</i> Per: Marco Filice Title: Secretary	2014 02 14

(11) Address for Service: c/o 1 Steeplecase Road West, Unit 6, Markham, Ontario, L3R 0T3

(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D

(13) Address for Service

(14) Municipal Address of Property
7181 Yonge Street
Markham, Ontario

(15) Document Prepared by:
Michael C. Voipatti
BRATTYS LLP
Suite 200
7501 Keele Street
Vaughan, Ontario
L4K 1Y2

Fees and Tax	
Registration Fee	
Total	

APPLICATION TO REGISTER NOTICE OF AN UNREGISTERED ESTATE, RIGHT,
INTEREST OR EQUITY (Section 71 of the Land Titles Act)

I, Michael Voipatti, of the City of Toronto, in the Province of Ontario, am the solicitor for York
Region Standard Condominium Corporation No. 1247

I confirm that the applicant has an unregistered estate, right, interest or equity in the land
described in Box (b) of page 1 hereto


I hereby apply under Section 71 of the Land Titles Act for the entry of a Notice of Agreement in
the Register for the said parcel.

This notice will be effective for an indeterminate time.

The Address for service for the applicant is

c/o 1 Steelecase Road
Unit 8
Markham, Ontario
L3R 0 T3

Dated at Vaughan this 14th Day of February, 2014.


Solicitor for the Applicant,
Michael Voipatti

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EASEMENT AND COST SHARING AGREEMENT

THIS AGREEMENT made this 1st day of February, 2014.

BETWEEN:

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247, a corporation created by the registration of a declaration and description on the 24th day of January, 2014, in the Land Registry Office for the Land Titles Division of York Region (No. 85) (hereinafter called the "**Corporation**" or "**this Corporation**")

OF THE FIRST PART;

- and -

1794382 ONTARIO INC. being the declarant or owner of the **A1/A2 Residential Lands** (hereinafter defined) until registration of a declaration and description pursuant to the Act (hereinafter defined) thereon and thereafter, the condominium corporation thereby created (hereinafter called "**A1/A2 Residential**")

OF THE SECOND PART;

- and -

1806780 ONTARIO INC. being the declarant or owner of the **A1/A2 Commercial Lands** (hereinafter defined) until registration of a declaration and description pursuant to the Act (hereinafter defined) thereon and thereafter, the condominium corporation thereby created (hereinafter called "**A1/A2 Commercial**")

OF THE THIRD PART;

- and -

1834372 ONTARIO INC. being the declarant or owner of the **Building B1/B2 Lands** (hereinafter defined) until registration of a declaration and description pursuant to the Act (hereinafter defined) thereon and thereafter, the condominium corporation thereby created (hereinafter called "**Declarant B1/B2**")

OF THE FOURTH PART;

- and -

1794391 ONTARIO INC. being the declarant or owner of the **Building C Lands** (hereinafter defined) until registration of a declaration and description pursuant to the Act (hereinafter defined) thereon and thereafter, the condominium corporation thereby created (hereinafter called "**Declarant C**")

OF THE FIFTH PART;

WHEREAS the Corporation is a condominium corporation in respect of the multi-unit building and the appurtenant common elements which together comprise the property set out in the description of said condominium corporation, and which consist of those lands and premises situate in the City of Markham, Ontario, as described in the Parcel Register for York Region Standard Condominium Corporation No. 1247, registered in the Land Registry Office for the Land Titles Division of York (which lands are hereinafter referred to as the "**Building B3 Lands**");

AND WHEREAS the premises situate in the City of Markham, Ontario, lying adjacent to the **Building B3 Lands**, are composed of those lands and premises which comprise the **A1/A2 Residential Lands** (as such term is hereinafter defined).

AND WHEREAS the declarant or owner of the **A1/A2 Residential Lands** intends to develop and

construct two multi-unit buildings upon the A1/A2 Residential Lands and intends to register on the said lands a declaration and description to create a separate corporation (referred to as the "A1/A2 Residential Corporation"), with the A1/A2 Residential Corporation to be created by registration of a declaration and description on those lands municipally known as 7161 and 7171 Yonge Street, City of Markham, Ontario, and which is hereinafter referred to as the "A1/A2 Residential Lands".

AND WHEREAS A1/A2 Residential shall mean, prior to the creation of a condominium corporation by the registration of a declaration and description on the A1/A2 Residential Lands, the owner of such lands, and thereafter the condominium corporation so created on the A1/A2 Residential Lands.

AND WHEREAS the premises situate in the City of Markham, Ontario, lying adjacent to the Building B3 Lands, are composed of those lands and premises which comprise the A1/A2 Commercial Lands (as such term is hereinafter defined).

AND WHEREAS the declarant or owner of the A1/A2 Commercial Lands intends to develop and construct a multi-unit building upon the A1/A2 Commercial Lands and intends to register on the said lands a declaration and description to create a separate corporation (referred to as the "A1/A2 Commercial Corporation"), with the A1/A2 Commercial Corporation to be created by registration of a declaration and description on those lands municipally known as 7163 Yonge Street, City of Markham, Ontario, and which is hereinafter referred to as the "A1/A2 Commercial Lands".

AND WHEREAS A1/A2 Commercial shall mean, prior to the creation of a condominium corporation by the registration of a declaration and description on the A1/A2 Commercial Lands, the owner of such lands, and thereafter the condominium corporation so created on the A1/A2 Commercial Lands.

AND WHEREAS the premises situate in the City of Markham, Ontario, lying adjacent to the Building B3 Lands, are composed of those lands and premises which comprise the Building B1/B2 Lands (as such term is hereinafter defined).

AND WHEREAS the declarant or owner of the Building B1/B2 Lands shall develop and construct two multi-unit buildings upon the Building B1/B2 Lands and intends to register on the said lands a declaration and description to create a separate corporation (referred to as the "Building B1/B2 Corporation"), with the Building B1/B2 Corporation to be created by registration of a declaration and description on those lands municipally known as 7165 and 7187 Yonge Street, City of Markham, Ontario, and which is hereinafter referred to as the "Building B1/B2 Lands".

AND WHEREAS Declarant B1/B2 shall mean, prior to the creation of a condominium corporation by the registration of a declaration and description on the Building B1/B2 Lands, the owner of such lands, and thereafter the condominium corporation so created on the Building B1/B2 Lands.

AND WHEREAS the premises situate in the City of Markham, Ontario, lying adjacent to the Building B3 Lands, are composed of those lands and premises which comprise the Building C Lands (as such term is hereinafter defined).

AND WHEREAS the declarant or owner of the Building C Lands shall develop and construct a multi-unit commercial building upon the Building C Lands and intends to register on the said lands a declaration and description to create a separate corporation (referred to as the "Building C Corporation"), with the Building C Corporation to be created by registration of a declaration and description on those lands municipally known as 7191 Yonge Street, City of Markham, Ontario, and which is hereinafter referred to as the "Building C Lands".

AND WHEREAS Declarant C shall mean, prior to the creation of a condominium corporation by the registration of a declaration and description on the Building C Lands, the owner of such lands, and thereafter the condominium corporation so created on the Building C Lands.

AND WHEREAS the Corporation, A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and Declarant C have entered into this Agreement for, among other things, the purposes of providing for the mutual use, maintenance and cost-sharing of the Exterior Landscaped Areas and Facilities, Pedestrian Walkways, Pedestrian Bridge, Garage Ramps, Green Roofs, Outdoor Roadways, Shared Systems, Parks, Project Parking Units, Shared Heating Pump System, Shared Glycol Heating System and Shared Elevators (as such terms are



hereinafter defined).

AND WHEREAS upon the creation of the condominium corporations on the Adjacent Lands (as such term is hereinafter defined), and its entering into of this Agreement, by counterpart agreement or otherwise, it shall assume all of the obligations and covenants and be entitled to all the benefits accruing to the Adjacent Corporations (as such term is hereinafter defined) as set out in this Agreement.

AND WHEREAS the words "Common Elements", "Declaration", "Description", "By-Laws", "Registration", "Rules", shall have the same meanings as are ascribed to such terms in the Act, hereinafter defined.

AND WHEREAS unless otherwise defined herein, the capitalized terms used herein shall have the same meanings as are ascribed to them in the Declaration of the Corporation, registered in the Land Registry Office for the Land Titles Division of York on the 24th day of January, 2014, as Instrument No. YR2087665 and some of such capitalized terms and other terms are defined in the above recitals or in Article 1.00 of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged by all parties), the parties hereto hereby covenant and agree to and with each other and each of them as follows:

ARTICLE 1.00

TRUTH OF RECITALS AND DEFINITIONS

Truth of Recitals

1.1 The recitals hereinbefore set forth are true in substance and in fact.

Definitions

1.2 The terms used in this Agreement shall have the meanings ascribed to them in the *Condominium Act, 1998*, S.O. 1998, c.19, as amended, and the regulations made thereunder (all of which are hereinafter collectively referred to as the "Act"), unless this Agreement specifies otherwise or unless the context otherwise requires and in particular:

- (a) "**A1/A2 Residential**" means the declarant and owner of the A1/A2 Residential Lands, until registration of a declaration and description pursuant to the Act thereon and thereafter, such term shall mean the corporation thereby created ("**A1/A2 Residential Corporation**"), until such entity has been terminated in accordance with the Act, after which event, "A1/A2 Residential" shall mean the owner or owners of the A1/A2 Residential Lands.
- (b) "**A1/A2 Commercial**" means the declarant and owner of the A1/A2 Commercial Lands, until registration of a declaration and description pursuant to the Act thereon and thereafter, such term shall mean the corporation thereby created ("**A1/A2 Commercial Corporation**"), until such entity has been terminated in accordance with the Act, after which event, "A1/A2 Commercial" shall mean the owner or owners of the A1/A2 Commercial Lands.
- (c) "**Adjacent Corporations**" means the A1/A2 Residential Corporation, A1/A2 Commercial Corporation, Building B1/B2 Corporation and Building C Corporation collectively and each are herein referred to as an "**Adjacent Corporation**".
- (d) "**Remainder Lands**" means collectively A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and Building C Lands.
- (e) "**Building A1/A2 Residential**" means the buildings and appurtenances proposed to be constructed on the A1/A2 Residential Lands, containing, inter alia, 712 residential dwelling units and municipally known as: 7161 and 7171 Yonge Street, City of Markham, Ontario. The

final description of the lands will be the legal description of the lands on which A1/A2 Residential Corporation is registered/created.

- (f) **"A1/A2 Commercial Area"** means the areas, buildings and appurtenances proposed to be constructed on the A1/A2 Commercial Lands, containing, inter alia, 159 commercial units and municipally known as: 7163 Yonge Street, City of Markham, Ontario. The final description of the lands will be the legal description of the lands on which A1/A2 Commercial Corporation is registered/created.
- (g) **"Building B1/B2"** means the buildings and appurtenances proposed to be constructed on the Building B1/B2 Lands, containing, inter alia, 522 residential dwelling units and municipally known as: 7165 and 7167 Yonge Street, City of Markham, Ontario. The final description of the lands will be the legal description of the lands on which Building B1/B2 Corporation is registered/created.
- (h) **"Building B3"** means the building constructed on the Building B3 Lands, containing, inter alia, 427 commercial units and municipally known as 7181 Yonge Street, City of Markham, Ontario.
- (i) **"Building C"** means the buildings and appurtenances proposed to be constructed on the Building C Lands, containing, inter alia, 266 commercial units and municipally known as: 7191 Yonge Street, City of Markham, Ontario. The final description of the lands will be the legal description of the lands on which Building C Corporation is registered/created.
- (j) **"Buildings"** means collectively Building A1/A2 Residential, A1/A2 Commercial Area, Building B1/B2, Building B3 and Building C.
- (k) **"Corporation"** means, York Region Standard Condominium Corporation No. 1247, unless such entity has been terminated in accordance with the Act after which event, the Corporation shall mean the owner or owners of the Building B3 Lands.
- (l) **"Corporations"** means, collectively, the Corporation, A1/A2 Residential Corporation, A1/A2 Commercial Corporation, Building B1/B2 Corporation and Building C Corporation.
- (m) **"Declarant"** means the declarant of the Corporation.
- (n) **"Declarant B1/B2"** means the declarant and owner of the Building B1/B2 Lands, until registration of a declaration and description pursuant to the Act thereon and thereafter, such term shall mean the corporation thereby created ("**Building B1/B2 Corporation**"), until such entity has been terminated in accordance with the Act, after which event, "Declarant B1/B2" shall mean the owner or owners of the Building B1/B2 Lands.
- (o) **"Declarant C"** means the declarant and owner of the Building C Lands, until registration of a declaration and description pursuant to the Act thereon and thereafter, such term shall mean the corporation thereby created ("**Building C Corporation**"), until such entity has been terminated in accordance with the Act, after which event, "Declarant C" shall mean the owner or owners of the Building C Lands.
- (p) **"Development Agreements"** means any agreements, including without limitation, any development agreements, condominium agreements, site plan agreements or similar agreements, entered into with any one or more of the City of Markham (formerly the Town of Markham), the Regional Municipality of York and any other municipal, provincial and/or federal government authority or agency, which are registered on title to the Lands or which otherwise effect the Lands.
- (q) **"Exterior Landscaped Areas and Facilities"** means the outdoor exterior landscaped areas and open space areas on grade level situate within the common element areas of the Corporation and the Adjacent Corporations.

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- (r) **"Garage"** means the underground parking garage containing the Project Parking Units and areas of each of the Buildings located or to be located on the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and Building C Lands.
- (s) **"Garage Ramps"** means the garage ramps located on the Lands.
- (t) **"Green Roof"** means the green roofs proposed to be located on the roof of the Building A1/A2 Residential, Building B1/B2 and Building B3.
- (u) **"Lands"** means, collectively, the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and Building C Lands.
- (v) **"Mechanical Room"** means the room situated in the lands legally described as Part of Lot 18, Registrars Compiled Plan 10327, designated as Part 11 on Reference Plan 65R-34644, City of Markham, Regional Municipality of York.
- (w) **"Owned"** whenever the term "owned" or any similar expression is used in conjunction with a reference to a party bound by this Agreement, such term shall mean in the case of a condominium corporation, the operation of the property contained within that corporation's description, by that corporation.
- (x) **"Owner Party"** means any one of the Corporations as the context requires, **"Owner Parties"** means the Corporations.
- (y) **"Outdoor Roadways"** means the Outdoor Roadways, including, without limitation, that located on the lands legally described as Part of Lot 18, Registrars Compiled Plan 10327, designated as Parts 6, 9 and 10 on Reference Plan 65R-34644, City of Markham, Regional Municipality of York, to be constructed on the element areas of the Corporation and the Adjacent Corporations for the purpose of providing unit owners, tenants, invitees and licensees of units in the buildings located or to be located on the Building B3 Lands and Adjacent Lands with vehicular access and egress to and from said lands and the buildings located thereon, the lands and public private roadways adjacent thereto.
- (z) **"Parking Units Lease"** means the following leases and all the covenants, costs, conditions and obligations pursuant thereto, as the context requires for this Agreement:
 - (i) a parking unit lease between the Declarant and the Corporation;
 - (ii) a parking unit lease between A1/A2 Commercial and A1/A2 Commercial Corporation; and/or
 - (iii) a parking unit lease between Declarant C and Building C Corporation.The above noted leases may collectively be referred to as the **"Parking Units Leases"**.
- (aa) **"Parks"** means the parks to be situated in the lands legally described as Part of Lot 18, Registrars Compiled Plan 10327, designated as Parts 12, 13, 14 and 15 on the Reference Plan 65R-34644, City of Markham, Regional Municipality of York. Such description may change, from time to time, at the discretion of the City of Markham and the mechanical room which is situated in the lands legally described as Part of Lot 18, Registrars Compiled Plan 10327, designated as Part 11 on Reference Plan 65R-34644, City of Markham, Regional Municipality of York, which is appurtenant to and service the Parks.
- (bb) **"Pedestrian Bridge"** means the pedestrian bridge proposed to be built between Building B1/B2 and the A1/A2 Commercial Area.
- (cc) **"Pedestrian Walkways"** means the outdoor paths, walkways and sidewalks constructed or to be constructed on all or part of any of the Building B3 Lands and/or Adjacent Lands for the purpose of providing pedestrian access to the buildings located thereon, and their appurtenances and to adjacent lands.

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- (dd) **"Project Parking Units"** means the parking units leased pursuant to the Parking Unit Lease, the Garage, the garage drive aisles and the parking units in the Adjacent Corporations that are leased by an Adjacent Corporation from the declarant of the respective Adjacent Corporation and which are available for use of the owners, occupants and tenants of the commercial, retail, kiosk, office and hotel units in the Corporations and their visitors and customers and/or for use by the visitors to the residential units in the A1/A2 Residential Corporation and the Building B1/B2 Corporation.
- (ee) **"Shared Elevators"** "Shared Elevators" means the elevators located within the Building B3 Lands that are the subject of the easements created and/or confirmed in this Agreement, which elevators specifically exclude those that are intended to provide elevator service to permit travel only between areas of the Building B3 Lands.
- (ff) **"Shared Facilities"** means, collectively, the Exterior Landscaped Areas and Facilities, Pedestrian Walkways, Parks, Pedestrian Bridge, Garage Ramps, Green Roof, Outdoor Roadways and Shared Systems.
- (gg) **"Shared Glycol Heating System"** means the glycol heating system servicing each of the Corporation and the Building C Corporation.
- (hh) **"Shared Heating Pump System"** means the heat pump system servicing each of the Corporation, the A1/A2 Commercial Corporation and the Building C Corporation.
- (ii) **"Shared Systems"** means the specific service systems serving and supplying services to each of the Corporations including, without restricting the generality of the foregoing, mechanical system(s) (BAS system), life safety system(s), security system(s), security video/camera system(s), access system(s), fire panel(s) and rain water reduction system(s).

ARTICLE 2.00

PROPORTIONATE SHARE

Allocation/Assessment of Proportionate Share of Costs Based on Gross Floor Area

2.1 In this Agreement, **"Gross Floor Area"** for any of the Corporations shall mean the respective gross floor area as at the date of this Agreement consists of the following for Building B3 179,115 square feet; for Building A1/A2 Residential of 587,192 square feet; for A1/A2 Commercial Area of 87,046 square feet; for Building B1/B2 431,540 square feet and for Building C 230,039 square feet, and **"Total Gross Floor Area"** means the total of all the Corporations' Gross Floor Area combined.

Allocation/Assessment of Proportionate Share of Costs Based on Number of Parking Units

2.2 As at the date of this Agreement, Building B3 contains of a total of 391 parking units; Building A1/A2 Residential is proposed to contain a total of 725 parking units; A1/A2 Commercial Area is proposed to contain a total of 254 parking units; Building B1/B2 is proposed to contain a total of 559 parking units and Building C is proposed to contain a total of 560 parking units. The allocation of said parking units is subject to change for the purpose of complying with all laws, rules, orders, ordinances, regulations and requirements of any government, municipality or any governmental agency thereof having jurisdiction over the Project Parking Units and/or Garage.

ARTICLE 3.00

**EASEMENT AND COST SHARING PROVISIONS FOR THE
OUTDOOR ROADWAYS AND PEDESTRIAN WALKWAYS**

Mutual Easement among the Corporation and the Adjacent Corporations for the Outdoor Roadways and Pedestrian Walkways

3.1 The Corporation, A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and Declarant C each respectively hereby grant, convey and transfer to each other in perpetuity an easement, right and right in nature of an easement in, on, over and along those parts of the Lands for the purposes of vehicular and pedestrian access, egress and/or use of any part of the Outdoor Roadways and pedestrian access, egress and/or use of any part of the Pedestrian Walkways as is/are situate on such lands, all given in

favour of the Corporation as owner of the Building B3 Lands, A1/A2 Residential as owner of the A1/A2 Residential Lands, A1/A2 Commercial as owner of A1/A2 Commercial Lands, Declarant B1/B2 as owner of the Building B1/B2 Lands and Declarant C as owner of the Building C Lands and their occupants such as to serve and benefit such lands.

Ascertainment of Proportionate Share

3.2 Each of the Corporations shall be solely responsible for that proportionate share of the total costs of operating, maintaining, repairing, replacing and inspecting the Outdoor Roadways and Pedestrian Walkways in accordance with the Development Agreements, including, without limiting the generality of the foregoing, all costs arising from and/or related to the Development Agreements in the proportion that the Gross Floor Area of each of the Corporations, as set out in section 2.1, bears to the Total Gross Floor Area (herein referred to as its "Proportionate Share" thereof). Notwithstanding the generality of the foregoing, until such time as any portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and Building C Lands are constructed and unit in such portion is occupied by the public, the owner(s) of such portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands or Building C Lands will not be required to contribute towards its proportionate share of the expenses contemplated pursuant to the cost sharing mechanism in this Section 3.2 and such share will be borne by the corporation(s) which have been created and the owners of such lands which contain a building(s) thereon which has been constructed and a unit therein is occupied by the public. Upon the construction on any portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands or Building C Lands and the occupancy of a unit in such portion by the public, the proportionate share of the shared costs relating to all the units on such portion of the said lands will be thereafter assumed by the owner(s) of such portion of said lands.

Compliance with Development Agreements and Maintenance of the Outdoor Roadways and Pedestrian Walkways

3.3 The Corporations covenant and agree to maintain, repair and replace if necessary, from time to time, during the term hereof, as would any prudent owner in the local municipality, and after its initial installation by the Declarant, A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and/or Declarant C, all works, facilities and installations described in the Development Agreements entered into with the Corporation of the Town of Markham dealing with any aspect of the development of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and Building C Lands, and as are situate within their respective property and which the Declarant, A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and/or Declarant C covenanted to undertake, provide and/or maintain pursuant to the terms of any of the Development Agreements, including without restricting the generality of the foregoing, the Outdoor Roadways, Pedestrian Walkways and the maintenance thereof such that free, uninterrupted and unobstructed access, ingress, egress for the general public by foot and by vehicle, both motorized and non-motorized is maintained.

ARTICLE 4.00

EASEMENT AND COST SHARING PROVISIONS FOR THE PEDESTRIAN BRIDGE

Mutual Easement among the Corporation and the Adjacent Corporations for the Pedestrian Bridge

4.1 The Corporation, A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and Declarant C each respectively hereby grant, convey and transfer to each other in perpetuity an easement, right and right in nature of an easement in, on, over and along those parts of the Lands for the purposes of pedestrian access, egress and/or use of any part of the Pedestrian Bridge as is/are situate on such lands, all given in favour of the Corporation as owner of the Building B3 Lands, A1/A2 Residential as owner of the A1/A2 Residential Lands, A1/A2 Commercial as owner of A1/A2 Commercial Lands, Declarant B1/B2 as owner of the Building B1/B2 Lands and Declarant C as owner of the Building C Lands and their occupants such as to serve and benefit such lands.

Ascertainment of Proportionate Share

4.2 Each of the Corporations shall be solely responsible for that proportionate share of the total costs of

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operating, maintaining, repairing, replacing and inspecting the Pedestrian Bridge in the proportion that the Gross Floor Area of each of the Corporations, as set out in section 2.1, bears to the Total Gross Floor Area (herein referred to as its "Proportionate Share" thereof). Notwithstanding the generality of the foregoing, until such time as any portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and Building C Lands are constructed and unit in such portion is occupied by the public, the owner(s) of such portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands or Building C Lands will not be required to contribute towards its proportionate share of the expenses contemplated pursuant to the cost sharing mechanism in this Section 4.2 and such share will be borne by the corporation(s) which have been created and the owners of such lands which contain a building(s) thereon which has been constructed and a unit therein is occupied by the public. Upon the construction on any portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands or Building C Lands and the occupancy of a unit in such portion by the public, the proportionate share of the shared costs relating to all the units on such portion of the said lands will be thereafter assumed by the owner(s) of such portion of said lands.

ARTICLE 5.00
EASEMENT AND COST-SHARING PROVISIONS
FOR THE EXTERIOR LANDSCAPED AREAS AND FACILITIES

Mutual Easement among the Corporation and the Adjacent Corporations for the Exterior Landscaped Areas and Facilities

5.1 The Corporation, A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and Declarant C each respectively hereby grant, convey and transfer to each other in perpetuity an easement, right and right in nature of an easement in, on, over and along its respective property which constitutes any part of the Exterior Landscaped Areas and Facilities as are situate on such lands and premises for the purposes of using and enjoying such areas and facilities, as well as in, on, over and along the common element areas of its respective property to extent as is required for the purposes of pedestrian access, egress and/or any other similar or related use appropriate for the reasonable use and enjoyment of the Exterior Landscaped Areas and Facilities situate thereon, and which easements and rights are being given in favour of the Corporation as owner of the Building B3 Lands, A1/A2 Residential as owner of the A1/A2 Residential Lands, A1/A2 Commercial as owner of A1/A2 Commercial Lands, Declarant B1/B2 as owner of the Building B1/B2 Lands and Declarant C as owner of the Building C Lands and their occupants such as to serve and benefit such lands.

Ascertainment of Proportionate Share

5.2 Each of the Corporations shall be solely responsible for that proportionate share of the total costs of operating, maintaining, repairing, replacing and inspecting the Exterior Landscaped Areas and Facilities in the proportion that the Gross Floor Area of each of the Corporations, as set out in section 2.1, bears to the Total Gross Floor Area (herein referred to as its "Proportionate Share" thereof). Notwithstanding the generality of the foregoing, until such time as any portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and Building C Lands are constructed and unit in such portion is occupied by the public, the owner(s) of such portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands or Building C Lands will not be required to contribute towards its proportionate share of the expenses contemplated pursuant to the cost sharing mechanism in this Section 5.2 and such share will be borne by the corporation(s) which have been created and the owners of such lands which contain a building(s) thereon which has been constructed and a unit therein is occupied by the public. Upon the construction on any portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands or Building C Lands and the occupancy of a unit in such portion by the public, the proportionate share of the shared costs relating to all the units on such portion of the said lands will be thereafter assumed by the owner(s) of such portion of said lands.

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ARTICLE 6.00
EASEMENT AND COST-SHARING PROVISIONS
FOR THE GREEN ROOFS

Ascertainment of Proportionate Share

6.1 Each of the Corporations acknowledge that the Green Roofs, which are proposed to be located on the roof of the Building A1/A2 Residential; Building B1/B2 and Building B3, are for the visual enjoyment of the Corporations and that each of the Corporations shall be solely responsible for that proportionate share of the total costs of operating, maintaining, repairing, replacing and inspecting the Green in the proportion that the Gross Floor Area of each of the Corporations, as set out in section 2.1, bears to the Total Gross Floor Area (herein referred to as its 'Proportionate Share' thereof). Notwithstanding the generality of the foregoing, until such time as any portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and Building C Lands are constructed and unit in such portion is occupied by the public, the owner(s) of such portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands or Building C Lands will not be required to contribute towards its proportionate share of the expenses contemplated pursuant to the cost sharing mechanism in this Section 6.1 hereof and such share will be borne by the corporation(s) which have been created and the owners of such lands which contain a building(s) thereon which has been constructed and a unit therein is occupied by the public. Upon the construction on any portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands or Building C Lands and the occupancy of a unit in such portion by the public, the proportionate share of the shared costs relating to all the units on such portion of the said lands will be thereafter assumed by the owner(s) of such portion of said lands.

ARTICLE 7.00
EASEMENT AND COST-SHARING PROVISIONS
FOR THE GARAGE RAMPS

Mutual Easement among the Corporation and the Adjacent Corporations for the Garage Ramps

7.1 The Corporation, A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and Declarant C each respectively hereby grant, convey and transfer to each other in perpetuity an easement, right and right in nature of an easement in, on, over and along those parts of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and Building C Lands for the purposes of vehicular and pedestrian access, egress and/or use of any part of the Garage Ramps as is/are situate on such lands, all given in favour of the Corporation as owner of the Building B3 Lands, A1/A2 Residential as owner of the A1/A2 Residential Lands, A1/A2 Commercial as owner of A1/A2 Commercial Lands, Declarant B1/B2 as owner of the Building B1/B2 Lands and Declarant C as owner of the Building C Lands and their occupants such as to serve and benefit such lands.

Ascertainment of Proportionate Share

7.2 Each of the Corporations shall be solely responsible for that proportionate share of the total costs of operating, maintaining, repairing, replacing and inspecting the Garage Ramps in the proportion that the Gross Floor Area of each of the Corporations, as set out in section 2.1, bears to the Total Gross Floor Area (herein referred to as its 'Proportionate Share' thereof). Notwithstanding the generality of the foregoing, until such time as any portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and Building C Lands are constructed and unit in such portion is occupied by the public, the owner(s) of such portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands or Building C Lands will not be required to contribute towards its proportionate share of the expenses contemplated pursuant to the cost sharing mechanism in this Section 7.2 and such share will be borne by the corporation(s) which have been created and the owners of such lands which contain a building(s) thereon which has been constructed and a unit therein is occupied by the public. Upon the construction on any portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands or Building C Lands and the occupancy of a unit in such portion by the public, the proportionate share of the shared costs relating to all the units on such portion of the said lands will be thereafter assumed by the owner(s) of such portion of said lands.

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ARTICLE 8.00
EASEMENT AND COST-SHARING PROVISIONS
FOR THE SHARED SYSTEMS

Mutual Easement among the Corporation and the Adjacent Corporations for the Shared Systems

8.1 The Corporation, A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and Declarant C each respectively hereby grant, convey and transfer to each other in perpetuity an easement, right and right in nature of an easement in, on, over and along its respective property which constitutes any part of the Shared Systems as are situated on such lands and premises for the purposes of using and enjoying such Shared Systems, and which easements and rights are being given in favour of the Corporation as owner of the Building B3 Lands, A1/A2 Residential as owner of the A1/A2 Residential Lands, A1/A2 Commercial as owner of A1/A2 Commercial Lands, Declarant B1/B2 as owner of the Building B1/B2 Lands and Declarant C as owner of the Building C Lands and their occupants such as to serve and benefit such lands.

Ascertainment of Proportionate Share

8.2 Each of the Corporations shall be solely responsible for that proportionate share of the total costs of operating, maintaining, repairing, replacing and inspecting the Shared Systems in the proportion that the Gross Floor Area of each of the Corporations, as set out in section 2.1, bears to the Total Gross Floor Area (herein referred to as its "Proportionate Share" thereof). Notwithstanding the generality of the foregoing, until such time as any portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and Building C Lands are constructed and unit in such portion is occupied by the public, the owner(s) of such portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands or Building C Lands will not be required to contribute towards its proportionate share of the expenses contemplated pursuant to the cost sharing mechanism in this Section 8.2 and such share will be borne by the corporation(s) which have been created and the owners of such lands which contain a building(s) thereon which has been constructed and a unit therein is occupied by the public. Upon the construction on any portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands or Building C Lands and the occupancy of a unit in such portion by the public, the proportionate share of the shared costs relating to all the units on such portion of the said lands will be thereafter assumed by the owner(s) of such portion of said lands.

ARTICLE 9.00
EASEMENT AND COST-SHARING PROVISIONS FOR THE PARKS

Easement Relating to the Parks

9.1 The parties hereto hereby confirm any easements, obligations, conditions and covenants of any owner of the Lands or its predecessor in title to the Lands associated with and created in the Development Agreements as they relate to the Parks, including, without limiting the generality of the foregoing, the Maintenance, Easement and Continuing Indemnity Agreement made the 12th day of December, 2013, entered into by the Corporation of the City of Markham, 1691126 Ontario Inc., 1794391 Ontario Inc. (Declarant C), 1794390 Ontario Inc. (the Corporation), 1794392 Ontario Inc. (A1/A2 Residential), 1834372 Ontario Inc. (Declarant B1/B2) and 1806780 Ontario Inc. (A1/A2 Commercial) and registered in the Land Registry Office for the Land Titles Division of York Region on the 18th day of December, 2013, as instrument No. YR2076321 (the "Indemnity Agreement").

Ascertainment of Proportionate Share

9.2 Each of the Corporations shall be solely responsible for that proportionate share of the total costs of operating, maintaining, repairing, replacing and inspecting the Parks in accordance with the provisions of the Development Agreements including, without limiting the generality of the foregoing, all costs arising from and/or related to the Development Agreements and Indemnity Agreement in the proportion that the Gross Floor Area of each of the Corporations, as set out in section 2.1, bears to the Total Gross Floor Area (herein referred to as its "Proportionate Share" thereof). Notwithstanding the generality of the foregoing, until such time as any portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and Building C Lands are constructed and unit in such portion

is occupied by the public, the owner(s) of such portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands or Building C Lands will not be required to contribute towards its proportionate share of the expenses contemplated pursuant to the cost sharing mechanism in this Section 9.2 and such share will be borne by the corporation(s) which have been created and the owners of such lands which contain a building(s) thereon which has been constructed and a unit therein is occupied by the public. Upon the construction on any portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands or Building C Lands and the occupancy of a unit in such portion by the public, the proportionate share of the shared costs relating to all the units on such portion of the said lands will be thereafter assumed by the owner(s) of such portion of said lands.

ARTICLE 10.00
EASEMENT AND COST-SHARING PROVISIONS
FOR THE PROJECT PARKING UNITS

Acknowledgement and Confirmation of Parking Units Leases by the Corporation, A1/A2 Commercial and Declarant C for the Project Parking Units

10.1 The Corporation, A1/A2 Commercial and Declarant C each acknowledge the Parking Units Leases and agree that the Project Parking Units subject to the Parking Units Leases will be shared among them (and A1/A2 Residential and Declarant B1/B2) pursuant to the Parking Units Leases. The Corporation, A1/A2 Commercial and Declarant C further acknowledge and agree that A1/A2 Residential and Declarant B1/B2 have visitor parking rights pursuant to the Parking Units Leases. The Corporation, A1/A2 Commercial and Declarant C further agree to manage the Project Parking Units in accordance with the Parking Units Leases and pursuant to Article 17.00 hereof. The A1/A2 Residential and Declarant B1/B2 acknowledge their rights and obligations under the Parking Units Leases as if they were original parties thereto.

Ascertainment of Proportionate Share

10.2 Each of the Corporation, A1/A2 Commercial Corporation and Building C Corporation shall be solely responsible for that proportionate share of the total costs of operating, maintaining, repairing, replacing and inspecting the Project Parking Units in accordance with the Parking Units Leases in the proportion of the total number of parking units leased or owned by each of Building B3, A1/A2 Commercial Area and Building C bears to the total number of parking units leased or owned by all of the Corporation, A1/A2 Commercial Corporation and Building C Corporation (herein referred to as its "Proportionate Share" thereof). The A1/A2 Residential and Declarant B1/B2 will make contributions to the total costs of operating, maintaining, repairing, replacing and inspecting the Project Parking Units in accordance with the Parking Units Leases.

ARTICLE 11.00
EASEMENT AND COST-SHARING PROVISIONS
FOR THE SHARED HEATING PUMP SYSTEM

Mutual Easement among the Corporation, A1/A2 Commercial Corporation and Building C Corporation for the Shared Heating Pump System

11.1 The Corporation, A1/A2 Commercial and Declarant C each respectively hereby grant, convey and transfer to each other in perpetuity an easement, right and right in nature of an easement in, on, over and along its respective property which constitutes any part of the Shared Heating Pump System as are situate on such lands and premises for the purposes of using and enjoying such areas and facilities, and which easements and rights are being given in favour of the Corporation as owner of the Building B3 Lands, A1/A2 Commercial as owner of A1/A2 Commercial Lands and Declarant C as owner of the Building C Lands and their occupants such as to serve and benefit such lands.

Ascertainment of Proportionate Share

11.2 The Corporation, A1/A2 Commercial Corporation and Building C Corporation shall be solely responsible for that proportionate share of the total costs of operating, maintaining, repairing, replacing and inspecting the Shared Heating Pump System in the proportion that the Gross Floor Area of each of

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Building B3, A1/A2 Commercial Area and Building C, as set out in section 2.1, bears to the collective Gross Floor Area of all three of Building B3, A1/A2 Commercial Area and Building C (herein referred to as its "Proportionate Share" thereof). Notwithstanding the generality of the foregoing, until such time as any portion of the Building B3 Lands, A1/A2 Commercial Lands and Building C Lands are constructed and unit in such portion is occupied by the public, the owner(s) of such portion of the Building B3 Lands, A1/A2 Commercial Lands or Building C Lands will not be required to contribute towards its proportionate share of the expenses contemplated pursuant to the cost sharing mechanism in this Section 11.2 hereof and such share will be borne by the corporation(s) which have been created and the owners of such lands which contain a building(s) thereon which has been constructed and a unit therein is occupied by the public. Upon the construction on any portion of the Building B3 Lands, A1/A2 Commercial Lands or Building C Lands and the occupancy of a unit in such portion by the public, the proportionate share of the shared costs relating to all the units on such portion of the said lands will be thereafter assumed by the owner(s) of such portion of said lands.

ARTICLE 12.00
EASEMENT AND COST-SHARING PROVISIONS
FOR THE SHARED GLYCOL HEATING SYSTEM

Mutual Easement among the Corporation and Building C Corporation for the Shared Glycol Heating System

12.1 The Corporation and Declarant C each respectively hereby grant, convey and transfer to each other in perpetuity an easement, right and right in nature of an easement in, on, over and along its respective property which constitutes any part of the Shared Glycol Heating System as are situate on such lands and premises for the purposes of using and enjoying such areas and facilities, and which easements and rights are being given in favour of the Corporation as owner of the Building B3 Lands, A1/A2 Commercial as owner of A1/A2 Commercial Lands and Declarant C as owner of the Building C Lands and their occupants such as to serve and benefit such lands.

Ascertainment of Proportionate Share

12.2 The Corporation and Building C Corporation shall be solely responsible for that proportionate share of the total costs of operating, maintaining, repairing, replacing and inspecting the Shared Glycol Heating System in the proportion that the Gross Floor Area of each of Building B3 and Building C, as set out in section 2.1, bears to the collective Gross Floor Area of all of both of Building B3 and Building C (herein referred to as its "Proportionate Share" thereof). Notwithstanding the generality of the foregoing, until such time as any portion of the Building B3 Lands, A1/A2 Commercial Lands and Building C Lands are constructed and unit in such portion is occupied by the public, the owner(s) of such portion of the Building B3 Lands, A1/A2 Commercial Lands or Building C Lands will not be required to contribute towards its proportionate share of the expenses contemplated pursuant to the cost sharing mechanism in this Section 12.2 hereof and such share will be borne by the corporation(s) which have been created and the owners of such lands which contain a building(s) thereon which has been constructed and a unit therein is occupied by the public. Upon the construction on any portion of the Building B3 Lands, A1/A2 Commercial Lands or Building C Lands and the occupancy of a unit in such portion by the public, the proportionate share of the shared costs relating to all the units on such portion of the said lands will be thereafter assumed by the owner(s) of such portion of said lands.

ARTICLE 13.00
EASEMENT AND COST-SHARING PROVISIONS
FOR THE SHARED ELEVATORS

Mutual Easement among the Corporation, A1/A2 Residential, A1/A2 Commercial and Declarant B1/B2 for the Shared Elevators

13.1 The Corporation hereby grants, conveys and transfers to each of A1/A2 Residential, A1/A2 Commercial and Declarant B1/B2 in perpetuity an easement, right and right in nature of an easement in, on, over and along its property which constitutes any part of the Shared Elevators. In common with others entitled thereto, for the purposes of using and enjoying the Shared Elevators in order to permit pedestrian travel: (a) between and among the dominant lands and (b) to such portions of the Building B3 Lands to which such pedestrians have a right to access.

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Ascertainment of Proportionate Share

13.2 The Corporation, A1/A2 Residential Corporation, A1/A2 Commercial Corporation and Building B1/B2 Corporation shall be solely responsible for that proportionate share of the total costs of operating, maintaining, repairing, replacing and inspecting the Shared Elevators in the proportion that the Gross Floor Area of each of Building B3, A1/A2 Residential Building, A1/A2 Commercial Area and Building B1/B2, as set out in section 2.1, bears to the collective Gross Floor Area of all four of Building B3, A1/A2 Residential Building, A1/A2 Commercial Area and Building B1/B2 (herein referred to as its "Proportionate Share" thereof). Notwithstanding the generality of the foregoing, until such time as any portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands and Building B1/B2 Lands are constructed and unit in such portion is occupied by the public, the owner(s) of such portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands or Building B1/B2 Lands will not be required to contribute towards its proportionate share of the expenses contemplated pursuant to the cost sharing mechanism in this Section 13.2 hereof and such share will be borne by the corporation(s) which have been created and the owners of such lands which contain a building(s) thereon which has been constructed and a unit therein is occupied by the public. Upon the construction on any portion of the Building B3 Lands, A1/A2 Commercial Lands or Building C Lands and the occupancy of a unit in such portion by the public, the proportionate share of the shared costs relating to all the units on such portion of the said lands will be thereafter assumed by the owner(s) of such portion of said lands.

ARTICLE 14.00

**EASEMENT AND COST-SHARING PROVISIONS
OF THE SUPPORT AND THE GARAGE**

The Corporations' Mutual Easement for Support

14.1 The Corporation, A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and Declarant C each grant, convey and transfer to the others, in perpetuity, but subject to the terms and conditions herein provided, mutual easements and rights of and for support in respect of, from and to all the structural members, columns, footings, structural walls, ceiling slabs, floor slabs, and any other component of any building structure, soil and/or any other improvement now or hereafter comprising part of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands or Building C Lands as are required for the purpose of supporting the buildings and installations situate on their respective lands.

The Corporations' Mutual Easements over Garage Ramp(s)

14.2 The Corporation, A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and Declarant C each hereby grant, transfer and convey to the other an easement, right and rights in nature of an easement in, on, over and along those parts of their respective lands, for the purposes of vehicular access, ingress and egress over the ramp(s) leading to the Garage that may be situate within any one or more of their respective properties leading from the Outdoor Roadways to the Garage, and over those parts of the Garage which are situate on their respective properties and which comprise driveways, driving aisles or access lanes, leading to or from that part of the Project Parking Units situate on the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands or Building C Lands, and which mutual easements and rights are being given in favour of each Owner Party, so as to serve and benefit that Owner Party.

The Corporations' Mutual Easements over Underground Stairways

14.3 The Corporation, A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and Declarant C each mutually grant, transfer and convey to the other an easement, right and right in nature of an easement in, on, over, and along those parts of their respective properties, for the purposes of pedestrian access, ingress and egress over those parts of any underground stairway, if any, that may be situate in that part of the Project Parking Units situate on their respective property, and which may lead to the street or grade level of the complex, in favour of each Owner Party so as to serve and benefit that Owner Party.

Compliance with Development Agreements and Maintenance of the Garage

14.4 The Corporations covenant and agree to maintain, repair and replace if necessary, from time to time, during the term hereof, as would any prudent owner in the local municipality, and after its initial

installation by the Declarant, A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and/or Declarant C, all works, facilities and installations described in the Development Agreements and as are situate within their respective property and which the Declarant, A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and/or Declarant C covenanted to undertake, provide and/or maintain pursuant to the terms of any of the Development Agreements, including without restricting the generality of the foregoing, the Garage and a protection system, comprising of a waterproofing membrane comprised of filter cloth and free draining granular material to a depth of 200 mm above the top of the roof slab constructed to protect the roof slab of the Garage has (the "Waterproofing Membrane").

Ascertainment of Proportionate Share

14.5 Each of the Corporations shall be solely responsible for that proportionate share of the total costs of operating, maintaining, repairing, replacing and inspecting the Garage in the proportion that the Gross Floor Area of each of the Corporations, as set out in section 2.1, bears to the Total Gross Floor Area (herein referred to as its "Proportionate Share" thereof). Notwithstanding the generality of the foregoing, until such time as any portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and Building C Lands are constructed and unit in such portion is occupied by the public, the owner(s) of such portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands or Building C Lands will not be required to contribute towards its proportionate share of the expenses contemplated pursuant to the cost sharing mechanism in this Section 14.5 and such share will be borne by the corporation(s) which have been created and the owners of such lands which contain a building(s) thereon which has been constructed and a unit therein is occupied by the public. Upon the construction on any portion of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands or Building C Lands and the occupancy of a unit in such portion by the public, the proportionate share of the shared costs relating to all the units on such portion of the said lands will be thereafter assumed by the owner(s) of such portion of said lands.

ARTICLE 16.00

GENERAL PRINCIPLES APPLICABLE TO EASEMENTS

Duty to Exercise Easements Prudently

15.1 In exercising their rights to any easement, right or license granted in this Agreement, the party exercising them shall act in a prudent and reasonable manner so as to minimize undue interference occasioned to the other party or parties burdened by such easement, right or license.

Limitations Applicable to Easements

15.2 It is expressly understood and agreed that the easements, rights or licenses granted by any party to this Agreement to another party or parties as set forth in this Agreement shall be limited in their exercise and enjoyment by any term, condition or restriction imposed either by this Agreement or by the declaration of any of the Corporations which effect or pertain to such easements, rights or licenses, which terms, conditions and restrictions shall be read in conjunction with the provisions of this Agreement.

Further Assurances

15.3 By entering into this Agreement each of the parties to this Agreement, agree to execute any further documents, assurances, indenture or transfers if required, to grant, transfer, convey or confirm all or any of the easements, rights and licenses purported to be granted pursuant to this Agreement, including any documents required to surrender easements or rights being extinguished or replaced or to grant, transfer or convey new easements or rights contemplated in this Agreement.

Alteration or Relocation of Easements

15.4

(a) Subject to the provisions contained in this Section 15.4 each of the Corporations may at their sole cost and expense make any alterations or additions (including demolition and reconstruction) to the respective part of the Garage situate on their lands, and in so doing may relocate any easement or right within their respective parts of the Garage, which serves to



benefit the other Owner Party's part of such Garage, whether granted by this Agreement or pursuant to the declaration of any one of the Corporations, provided however that:

- (i) such alterations, additions or relocation, after they are completed, shall not diminish in any material manner the benefits having been enjoyed by the other Owner Party from such easement or right prior to this alteration or relocation;
- (ii) such alterations, additions or relocation after they are completed, shall not diminish in any material manner, the value of the Garage of the Owner Party who enjoys such easement or rights;
- (iii) such alterations, additions, or relocation shall not in the interim, during the time such alterations, additions or relocation are being constructed, interrupt or discontinue the easement, right or resulting service being supplied to the other Owner Party enjoying such easement or right, without an alternative, substantially equivalent, easement, right or service being supplied to that affected Owner Party during the period of alteration or reconstruction.

For greater certainty, the inconvenience caused to the other Owner Party whose easement or right is purported to be affected hereby, must impose real and significant hardship to it before such alterations, additions or relocation may be considered to be diminishing any benefits or value of any such Owner Party under this subparagraph. For greater certainty, this subparagraph shall specifically be applicable to the easement and right of support granted pursuant to Section 14.1 hereof or pursuant to the declaration of any one of the Corporations. Provided further that during such alteration or additional being made or relocation being constructed, the Owner Parties making such alterations, addition or relocation shall compensate the Owner Party to this Agreement affected by such alterations for any direct financial loss suffered by it as a result.

- (b) If at any time during the term of this Agreement, any one Owner Party to this Agreement (the "proposing Party") proposes to either make such alterations or additions to its part of the Garage which will lead to a relocation of or otherwise affect any easement or right granted to the other Owner Party to this Agreement (the "affected Party") then, before commencing such alterations or additions, the proposing Party shall give to the affected Party, a copy of plans and specifications showing the proposed alterations. If the affected Party reviewing such plans shall not, within thirty (30) days after delivery of said plans and specifications, given to the other proposing Party a written notice asserting that the proposed alterations or additions as shown, will have any of the effects described in Sections 15.4(a)(i), 15.4(a)(ii) or 15.4(a)(iii) above and supplies details as to how the affected Party will be affected by the proposed alterations or additions, then the affected Party shall be conclusively deemed to have agreed that the provision described in clauses Sections 15.4(a)(i), 15.4(a)(ii) or 15.4(a)(iii) shall not apply, provided the alterations or additions are in fact constructed substantially as shown on the plans and specifications furnished to the affected Party. If the affected Party receiving such plans gives written notice as aforesaid, and if the proposing and affected Parties cannot resolve their claims within fifteen (15) days after the giving of such notice, then the proposing Party shall not commence any alterations or additions until the dispute has been resolved by arbitration in accordance with this Agreement.
- (c) The proposing Party making such alterations, additions or relocations as are described in this Section 15.4, shall comply with all laws, rules, order, ordinances, regulations and requirements of any government, municipality or any governmental agency thereof having jurisdiction over the improvements located on its respective lands and shall be responsible for obtaining any requisite approvals under the *Planning Act*, Ontario. The proposing Party shall, to the extent reasonably practical, make the alterations, additions or relocation so as to minimize any noise or vibration which would disturb any occupants of the affected Party's part of the Garage.

GENERAL PRINCIPLES APPLICABLE TO BUDGETS AND COMMITTEES
FOR THE SHARED FACILITIES AND GARAGE

18

Ascertaining of "Transfer Date"

- 16.1 Notwithstanding anything provided in this Agreement to the contrary, the control over the use and maintenance of the Shared Facilities and the Garage shall be governed by the Declarant until the earlier of:
- (a) the date upon which the last of the Corporations has been created under the Act;
 - (b) ten (10) years from the date of registration of the Corporation as a corporation under the Act; or
 - (c) such earlier time as the Declarant may determine in its sole, absolute and unfettered discretion.
- 16.2 Until the earlier of the three aforementioned dates (which earlier date is hereinbefore and hereinafter referred to as the "Transfer Date"), the Declarant (or a manager appointed by the Declarant who may be the manager of the Corporation) shall have the unilateral right in its sole discretion to establish hours of use and designated areas of use in respect of the Shared Facilities and the Garage and shall prepare and submit to the Corporation (not less than once annually) for incorporation as part of the latter's overall annual budget, a separate budget (the "Shared Facilities Budget") outlining the costs of operating, maintaining, repairing, replacing and inspecting the Shared Facilities and the Garage which shall collectively constitute the then applicable "Shared Facilities Costs" of which the Corporation shall be responsible for payment of its Proportionate Share. The Corporation hereby covenants and agrees to adopt and be bound by the Shared Facilities Budget as part of the Corporation's overall annual budget, without any qualification whatsoever, and the Corporation shall pay and be solely responsible for its Proportionate Share of the Shared Facilities Costs. The Shared Facilities Budget shall include a reserve fund contribution and a requirement to have a reserve fund study done on the Shared Facilities and the Garage.

After Transfer Date/Shared Facilities Committee

- 16.3 From and after the Transfer Date, and subject to the Declarant's rights thereafter provided for in the declaration of the Corporation, the use and maintenance of the Shared Facilities and the Garage, as well as the preparation and submission of an annual Shared Facilities Budget outlining the Shared Facilities Costs, shall be governed by a shared facilities committee (hereinafter referred to as the "Shared Facilities Committee") to be established in accordance with the provisions of this Agreement. The board of directors of each of the Corporations shall nominate one (1) of its directors to represent it on the Shared Facilities Committee, provided that if the A1/A2 Residential Corporation, A1/A2 Commercial Corporation, Building B1/B2 Corporation and/or the Building C Corporation, as applicable, is not created by the Transfer Date, then the A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and/or Declarant C, as applicable, shall be entitled to nominate its own representative on the Shared Facilities Committee in place and stead of the representative of A1/A2 Residential Corporation, A1/A2 Commercial Corporation, Building B1/B2 Corporation and/or the Building C Corporation, as applicable, which is not then so created. As and when the A1/A2 Residential Corporation, A1/A2 Commercial Corporation, Building B1/B2 Corporation and/or the Building C Corporation, as applicable, is so created, the nominee of A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and/or Declarant C, as applicable, on the Shared Facilities Committee in respect of the A1/A2 Residential Corporation, A1/A2 Commercial Corporation, Building B1/B2 Corporation and/or Building C Corporation, as applicable, shall resign, and be replaced by the representative of the A1/A2 Residential Corporation, A1/A2 Commercial Corporation, Building B1/B2 Corporation and/or the Building C Corporation, as applicable, as nominated by its directors. Each decision to be made by the Shared Facilities Committee requires the unanimous vote of the representatives on the Shared Facilities Committee at such time. The Shared Facilities Committee shall meet at least once yearly and said meeting may be called at any time by any one or both of the representatives on the Shared Facilities Committee.
- 16.4 The Corporations covenant and agree to adopt and be bound by the Shared Facilities Budget prepared by the Shared Facilities Committee, as part of their respective overall annual budget, and agreed to pay

and be solely responsible for their Proportionate Share of the Shared Facilities Costs and as more particularly set forth in the Shared Facilities Budget.

ARTICLE 17.00

GENERAL PRINCIPLES APPLICABLE TO BUDGETS AND COMMITTEES
FOR THE PROJECT PARKING UNITS

Ascertaining of "Transfer Date"

17.1 Notwithstanding anything provided in this Agreement to the contrary, the control over the use and maintenance of the Project Parking Units shall be governed by the Declarant until the earlier of:

- (a) the date upon which the last of the Corporations has been created under the Act;
- (b) ten (10) years from the date of registration of the Corporation as a corporation under the Act; or
- (c) such earlier time as the Declarant may determine in its sole, absolute and unfettered discretion.

17.2 Until the earlier of the three aforementioned dates (which earlier date is hereinbefore and hereinafter referred to as the "Transfer Date"), the Declarant (or a manager appointed by the Declarant who may be the manager of the Corporation) shall have the unilateral right in its sole discretion to establish hours of use and designated areas of use in respect of the Project Parking Units and shall prepare and submit to the Corporation (not less than once annually) for incorporation as part of the latter's overall annual budget, a separate budget (the "Project Parking Units Budget") outlining the costs of operating, maintaining, repairing, replacing and inspecting the Project Parking Units which shall collectively constitute the then applicable "Project Parking Units Costs" of which the Corporation shall be responsible for payment of its Proportionate Share. The Corporation hereby covenants and agrees to adopt and be bound by the Project Parking Units Budget as part of the Corporation's overall annual budget, without any qualification whatsoever, and the Corporation shall pay and be solely responsible for its Proportionate Share of the Project Parking Units Costs. The Project Parking Units Budget shall include a reserve fund contribution and a requirement to have a reserve fund study done on the Project Parking Units.

After Transfer Date/ Project Parking Units Committee

17.3 From and after the Transfer Date, and subject to the Declarant's rights thereafter provided for in the declaration of the Corporation, the use and maintenance of the Project Parking Units, as well as the preparation and submission of an annual Project Parking Units Budget outlining the Project Parking Units Costs, shall be governed by a Project Parking Units committee (hereinafter referred to as the "Project Parking Units Committee") to be established in accordance with the provisions of this Agreement. The board of directors of each of the Corporations shall nominate one (1) of its directors to represent it on the Project Parking Units Committee, provided that if the A1/A2 Commercial Corporation and/or the Building C Corporation, as applicable, is not created by the Transfer Date, then the A1/A2 Commercial and/or Declarant C, as applicable, shall be entitled to nominate its own representative on the Project Parking Units Committee in place and stead of the representative of A1/A2 Commercial Corporation and/or the Building C Corporation, as applicable, which is not then so created. As and when the A1/A2 Commercial Corporation and/or the Building C Corporation, as applicable, is so created, the nominee of A1/A2 Commercial and/or Declarant C, as applicable, on the Project Parking Units Committee in respect of the A1/A2 Commercial Corporation and/or the Building C Corporation, as applicable, shall resign, and be replaced by the representative of the A1/A2 Commercial Corporation and/or the Building C Corporation, as applicable, as nominated by its directors. Each decision to be made by the Project Parking Units Committee requires the unanimous vote of the representatives on the Project Parking Units Committee at such time. The Project Parking Units Committee shall meet at least once yearly and said meeting may be called at any time by any one or both of the representatives on the Project Parking Units Committee.



17.4 The Corporations covenant and agree to adopt and be bound by the Project Parking Units Budget prepared by the Project Parking Units Committee, as part of their respective overall annual budget, and agree to pay and be solely responsible for their Proportionate Share of the Project Parking Units Costs and as more particularly set forth in the Project Parking Units Budget. The Corporation, A1/A2 Commercial Corporation and the Building C Corporation further covenant and agree to co-operate with both the A1/A2 Residential Corporation and Building B1/B2 Corporation in accordance with the Parking Units Leases.

ARTICLE 18.00

GENERAL PRINCIPLES APPLICABLE TO BUDGETS AND COMMITTEES
FOR THE SHARED HEATING PUMP SYSTEM

Ascertaining of "Transfer Date"

18.1 Notwithstanding anything provided in this Agreement to the contrary, the control over the use and maintenance of the Shared Heating Pump System shall be governed by the Declarant until the earlier of:

- (a) the date upon which the last of the Corporations has been created under the Act;
- (b) ten (10) years from the date of registration of the Corporation as a corporation under the Act; or
- (c) such earlier time as the Declarant may determine in its sole, absolute and unfettered discretion.

18.2 Until the earlier of the three aforementioned dates (which earlier date is hereinbefore and hereinafter referred to as the "Transfer Date"), the Declarant (or a manager appointed by the Declarant who may be the manager of the Corporation) shall have the unilateral right in its sole discretion to establish hours of use and designated areas of use in respect of the Shared Heating Pump System and shall prepare and submit to the Corporation (not less than once annually) for incorporation as part of the latter's overall annual budget, a separate budget (the "Shared Heating Pump System Budget") outlining the costs of operating, maintaining, repairing, replacing and inspecting the Shared Heating Pump System which shall collectively constitute the then applicable "Shared Heating Pump System Costs" of which the Corporation shall be responsible for payment of its Proportionate Share. The Corporation hereby covenants and agrees to adopt and be bound by the Shared Heating Pump System Budget as part of the Corporation's overall annual budget, without any qualification whatsoever, and the Corporation shall pay and be solely responsible for its Proportionate Share of the Shared Heating Pump System Costs. The Shared Heating Pump System Budget shall include a reserve fund contribution and a requirement to have a reserve fund study done on the Shared Heating Pump System.

After Transfer Date/ Shared Heating Pump System Committee

18.3 From and after the Transfer Date, and subject to the Declarant's rights thereafter provided for in the declaration of the Corporation, the use and maintenance of the Shared Heating Pump System, as well as the preparation and submission of an annual Shared Heating Pump System Budget outlining the Shared Heating Pump System Costs, shall be governed by a Shared Heating Pump System committee (hereinafter referred to as the "Shared Heating Pump System Committee") to be established in accordance with the provisions of this Agreement. The board of directors of each of the Corporation, A1/A2 Commercial Corporation and Building C Corporation shall nominate one (1) of its directors to represent it on the Shared Heating Pump System Committee, provided that if the A1/A2 Commercial Corporation and/or Building C Corporation, as applicable, is not created by the Transfer Date, then the A1/A2 Commercial Corporation and/or Building C Corporation, as applicable, shall be entitled to nominate its own representative on the Shared Heating Pump System Committee in place and stead of the representative of the A1/A2 Commercial Corporation and/or Building C Corporation, as applicable, which is not then so created. As and when the A1/A2 Commercial Corporation and/or the Building C Corporation, as applicable, is so created, the nominee of A1/A2 Commercial and/or Declarant C, as applicable, on the Shared Heating Pump System Committee in respect of the A1/A2 Commercial Corporation and/or Building C Corporation, as applicable, shall resign, and be replaced by the

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representative of the A1/A2 Commercial Corporation and/or the Building C Corporation, as applicable, as nominated by its directors. Each decision to be made by the Shared Heating Pump System Committee requires the unanimous vote of the representatives on the Shared Heating Pump System Committee at such time. The Shared Heating Pump System Committee shall meet at least once yearly and said meeting may be called at any time by any one or both of the representatives on the Shared Heating Pump System Committee.

18.4 The Corporations covenant and agree to adopt and be bound by the Shared Heating Pump System Budget prepared by the Shared Heating Pump System Committee, as part of their respective overall annual budget, and agree to pay and be solely responsible for their Proportionate Share of the Shared Heating Pump System Costs and as more particularly set forth in the Shared Heating Pump System Budget.

ARTICLE 19.00

**GENERAL PRINCIPLES APPLICABLE TO BUDGETS AND COMMITTEES
FOR THE SHARED GLYCOL HEATING SYSTEM**

Ascertaining of "Transfer Date"

19.1 Notwithstanding anything provided in this Agreement to the contrary, the control over the use and maintenance of the Shared Glycol Heating System shall be governed by the Declarant until the earlier of:

- (a) the date upon which the last of the Corporations has been created under the Act;
- (b) ten (10) years from the date of registration of the Corporation as a corporation under the Act; or
- (c) such earlier time as the Declarant may determine in its sole, absolute and unfettered discretion.

19.2 Until the earlier of the three aforementioned dates (which earlier date is hereinbefore and hereinafter referred to as the "Transfer Date"), the Declarant (or a manager appointed by the Declarant who may be the manager of the Corporation) shall have the unilateral right in its sole discretion to establish hours of use and designated areas of use in respect of the Shared Glycol Heating System and shall prepare and submit to the Corporation (not less than once annually) for incorporation as part of the latter's overall annual budget, a separate budget (the "Shared Glycol Heating System Budget") outlining the costs of operating, maintaining, repairing, replacing and inspecting the Shared Glycol Heating System which shall collectively constitute the then applicable "Shared Glycol Heating System Costs" of which the Corporation shall be responsible for payment of its Proportionate Share. The Corporation hereby covenants and agrees to adopt and be bound by the Shared Glycol Heating System Budget as part of the Corporation's overall annual budget, without any qualification whatsoever, and the Corporation shall pay and be solely responsible for its Proportionate Share of the Shared Glycol Heating System Costs. The Shared Glycol Heating System Budget shall include a reserve fund contribution and a requirement to have a reserve fund study done on the Shared Glycol Heating System.

After Transfer Date/ Shared Glycol Heating System Committee

19.3 From and after the Transfer Date, and subject to the Declarant's rights thereafter provided for in the declaration of the Corporation, the use and maintenance of the Shared Glycol Heating System, as well as the preparation and submission of an annual Shared Glycol Heating System Budget outlining the Shared Glycol Heating System Costs, shall be governed by a Shared Glycol Heating System committee (hereinafter referred to as the "Shared Glycol Heating System Committee") to be established in accordance with the provisions of this Agreement. The board of directors of each of the Corporation, A1/A2 Commercial Corporation and Building C Corporation shall nominate one (1) of its directors to represent it on the Shared Glycol Heating System Committee, provided that if the Building C Corporation is not created by the Transfer Date, then the Building C Corporation, shall be entitled to nominate its own representative on the Shared Glycol Heating System Committee in place and stead of

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the representative of the Building C Corporation, which is not then so created. As and when the Building C Corporation is so created, the nominee of Declarant C on the Shared Glycol Heating System Committee in respect of the Building C Corporation shall resign, and be replaced by the representative of the Building C Corporation, as nominated by its directors. Each decision to be made by the Shared Glycol Heating System Committee requires the unanimous vote of the representatives on the Shared Glycol Heating System Committee at such time. The Shared Glycol Heating System Committee shall meet at least once yearly and said meeting may be called at any time by any one or both of the representatives on the Shared Glycol Heating System Committee.

- 19.4 The Corporations covenant and agree to adopt and be bound by the Shared Glycol Heating System Budget prepared by the Shared Glycol Heating System Committee, as part of their respective overall annual budget, and agree to pay and be solely responsible for their Proportionate Share of the Shared Glycol Heating System Costs and as more particularly set forth in the Shared Glycol Heating System Budget.

ARTICLE 20.00

SELF-HELP REMEDIES/INTEREST PAYABLE ON DEFAULTED PAYMENT

Self-Help Remedies

20.1

- (a) In the event any one Owner Party (the "Defaulting Party") fails to perform any of its obligations under this Agreement, the other Owner Party (referred to as the "Requesting Party") may provide the Defaulting Party with written notice requesting it to perform its obligations and if the required obligation to be performed is not commenced within seventy-two (72) hours of such notice being delivered, and is not diligently continued after the giving of such notice, or without any notice being required in the event of emergency, the Requesting Party shall be entitled to perform the obligations of the Defaulting Party, including without restricting the generality of the foregoing, the payment of any cost or expense required to be made by the Defaulting Party pursuant to this Agreement, including the performance of the required repair or replacement work, the hiring of contractors etc., and such Requesting Party shall be allowed entry onto the Defaulting Party's lands to achieve this purpose. The Defaulting Party agrees to pay directly to the Requesting Party, any cost or expense actually paid or incurred by the Requesting Party in performing the obligations of the Defaulting Party pursuant to this Agreement; provided, however, that any amount of costs or expenses paid or incurred by the Requesting Party as can clearly be demonstrated to be substantially in excess of the reasonable costs or expense which would properly have been paid had the Requesting Party exercised due diligence in the performance of such work shall not be recoverable against the Defaulting Party.

Interest Payable on Defaulted Payment

- (b) Any cost or expense incurred by the Requesting Party pursuant to this Section 20.1 shall bear interest at the rate equal to the prime rate of interest per annum charged by The Bank of Nova Scotia (Toronto Main Branch) from time to time to its prime or best risk commercial customers plus 4% per annum, which interest shall accrue from the date such payment is made by the Requesting Party, until reimbursement is made by the Defaulting Party. This responsibility to pay interest shall be the responsibility of the Defaulting Party whose default resulted in the Requesting Party being required to utilize the provisions of this Section 20.1.

Discretionary Payment

- 20.2 Each Owner Party shall be entitled to review all bills, invoices and receipts relating to any servicing cost or expense which such Owner Party is being asked to contribute to pursuant to this Agreement, but it is agreed that the Owner Party primarily responsible for arranging for the performance of such service, shall have reasonable discretion with regards to the means of performing the same and it is therefore agreed that the amount of any cost or expense actually paid or incurred by any Owner Party for any work so performed pursuant to this Agreement, shall not be challenged by the other Owner Party unless

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clearly demonstrated to be substantially in excess of the reasonable costs or expenses which would properly have been paid had such Owner Party, primarily responsible for arranging for same, exercised due diligence in the performance of such work.

Effect of Not Making Prompt Payment

20.3 Each Owner Party shall pay its Proportionate Share of the costs or expenses in the proportions and for the purposes set forth in this Agreement, promptly when request is made by the Declarant or any management company hired by the Declarant, or any Owner Party who pursuant to this Agreement had primarily arranged for the provision of same, and any cost or expense incurred in the collection of such costs, including all legal expenses incurred on a solicitor and his client basis shall be the sole liability of the Owner Party who has defaulted in paying same, and with such defaulting Owner Party being solely liable for any interest or penalty charges incurred and chargeable pursuant to this Agreement, by it not remitting any payment or charge when due.

Charging Provisions

20.4

- (a) Each of the Owner Parties as owners of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and Building C Lands hereby grant, mortgage and charge in favour of the other as and by way of a continuing, fixed and specific mortgage and charge, all the lands and assets comprising their respective lands (and such that when any Owner Party comprises a corporation, such mortgage and charge shall be given over all the units and common elements comprising the corporation created on Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and/or Building C Lands) such mortgage and charge to be given as security for the payment of their Proportionate Share of the cost or expenses required to be made by each one of them pursuant to this Agreement, and/or as security for any payments made by the non-defaulting Owner Party pursuant to Article 30.00 in respect of construction liens (the "Construction Lien Payments"), provided that the applicable provisions of the succeeding subparagraphs of this Section 20.4 shall apply to and qualify any such mortgage or charge in accordance with those provisions.
- (b) Notwithstanding any provisions of the charge and mortgage being granted from and to the Owner Parties to each other pursuant to this Section 20.4, the said charge and mortgage shall only be enforceable by any such Owner Party to whom it is given, if all or any part of the Proportionate Share of the costs or expenses or any Construction Lien Payments which this mortgage and charge is intended to secure, is unpaid for a period longer than two (2) consecutive months from the time such payments are due and only if the Owner Party seeking to enforce this mortgage and charge makes such payments of all or any part of such costs or expenses or such Construction Lien Payments so payable by such defaulting Owner Party on its behalf, whereupon such mortgage and charge shall be enforceable against the property so secured thereby in accordance with this Section 20.4. Pursuant to this provision, any such Owner Party to whom such mortgage or charge is given may, but shall not be obliged to, make such payment of all or any part of such costs or expenses or such Construction Lien Payments which has not been paid and which this mortgage and charge is intended to secure.
- (c) The within described mortgage and charge granted in favour of any one Owner Party pursuant to this Section 20.4, shall be enforceable by the party to whom such mortgage and charge is herein granted, maintaining all those remedies granted to a mortgagee pursuant to the provisions of the *Mortgages Act* (Ontario), and any other applicable statutory provision or common law or equitable principle applicable thereto. In the event the Land Registrar requires any such Owner Party seeking to enforce such mortgage or charge against the registered title of the lands intended to be secured thereby, to apply to a Court of competent jurisdiction, for any order, direction, advice or authorization prior to such Land Registrar allowing the registered title of such lands to be amended as a result, such Owner Party seeking to enforce such mortgage or charge granted to it hereby shall forthwith apply to such Court for any such

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required order, direction, advice or authorization and the defaulting Owner Party hereby consents to any such application so being made for this purpose.

- (d) Alternatively, if the Land Registrar permits, such mortgage or charge asserted by any Owner Party pursuant to this Section 20.4 may be enforced by the filing of a Cautio or other notice that may be permitted by the provisions of the *Land Titles Act* (Ontario) or by any amendments thereto.
- (e) Any monies arising from any permitted sale of those lands encumbered by the mortgage or charge granted pursuant to this Section 20.4 shall be applied in the first place, to pay and satisfy the costs and charges of preparing for and making any sale as aforesaid, and all other costs and charges which may be incurred in and about the execution of any of the duties thereof resulting on the party enforcing the mortgage, and in the next place, to pay and satisfy such defaulting Owner Party's Proportionate Share costs or expenses required to be paid by this Agreement or any Construction Lien Payments, and interest thereon which such Owner Party was required to make in accordance with this Agreement, and finally to pay the surplus, if any, to such defaulting Owner Party, or to its successors and assigns.
- (f) For greater certainty and for the purpose of determining the priority of any mortgage or charge referred to in this Section 20.4 granted in favour of any other Owner Party relative to any other charge, mortgage or encumbrance, it is acknowledged and agreed by the Owner Parties hereto, that an advance under such mortgage or charge so referred to in this Section 20.4 shall be deemed to be made, only if and when the Owner Party to whom such mortgage and charge is given actually makes any payment of such defaulting Owner Party's Proportionate Share of such costs or expenses required to be made by it pursuant to this Agreement or any Construction Lien Payments, which can only be made by such Owner Party on behalf of such defaulting Owner Party, in strict accordance with the provisions of Section 20.4(b).

Therefore, any other charge, mortgage or encumbrance including any amendment thereto enjoys complete priority over the mortgage or charge referred to in this Section 20.4, to the extent that any and all advances made under any such other charge, mortgage or encumbrance arise prior to a point in time that payment of such defaulting Owner Party's proportionate allocated amount of such costs or expenses or Construction Lien Payments, is made by the Owner Party to whom such mortgage and charge is given, as is permitted to be made under of Section 20.4(b) above.

- (g) In any event, such mortgage and charge referred to in this Section 20.4 shall be deemed postponed and shall constitute a subsequent encumbrance to any mortgage or charge including to any amendment or extension thereof, registered or secured against any of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and Building C Lands and including any one or more of any condominium units contained therein, whether prior to or subsequent to the date of registration of this Agreement pursuant to the *Land Titles Act* (Ontario) and to any and all advances made and any rights claimed under any such mortgage or charge or any amendment or extension thereto.
- (h) For greater certainty, the execution by any Owner Party of a Certificate pursuant to the provisions of Article 25.00 of this Agreement to the effect that no Owner Party has advanced any monies on behalf of any defaulting Party pursuant to the provisions of this Section 20.4, or any statement made that any Owner Party has paid all its Proportionate Share of the costs or expenses to date that he was required to make hereunder or that no non-defaulting Owner Party was required to make any Construction Lien Payments, shall constitute irrefutable evidence and proof that the Owner Parties, as the case may be, maintains any claim for any amount due on any mortgage and charge referred to in this Section 20.4.

Mortgagee's Right to Assignment of Charge

20.5 Any mortgagee or chargee holding a mortgage or charge upon Building B3 Lands, A1/A2 Residential

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Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and/or Building C Lands or upon more than fifty (50%) percent of the units contained on any one of the Corporations shall, upon payment of the amount secured by such mortgage or charge, have the right to receive an assignment of that portion of the amount secured by any mortgage or charge referred to in Section 20.4 affecting those lands and/or such units. Such mortgagee shall give to the party asserting the mortgage or charge, a written notice offering to purchase or obtain a partial assignment of same, which notice shall set forth a date and time of closing and which shall not be less than ten (10) days nor more than thirty (30) days after the giving of such notice, and establishing a place of closing in the City of Toronto. On the date of closing, the Owner Party asserting the mortgage or charge shall deliver to such mortgagee an instrument and if possible, so as to be capable of registration on title, assigning such portion of the mortgage or charge together with the portion of the debt secured thereby, upon payment by such mortgagee of the full amount for the time being, secured by the mortgage or charge, including interest thereon.

ARTICLE 21.00

INSURANCE

Physical Damage Insurance: Terms and Conditions

- 21.1 Each of the Corporations covenants and agrees to obtain and maintain insurance, in such manner as a prudent owner would, covering their respective interest in the Shared Facilities and the Garage and to provide, upon written request, the other parties with a copy of its insurance policy(ies) and particulars of its insurance broker(s). The Corporations covenant and agree to use commercially reasonable efforts to use the same insurance company with respect to insuring their interests in the Shared Facilities and the Garage.
- 21.2 The Shared Facilities and the Garage shall at all times be insured under an insurance policy or policies insuring against "all risks" as that term is commonly understood in the insurance trade, and for such other risks, casualties, and hazards as may from time to time be required to be carried and maintained by the declaration of any one of the Corporations, and in amounts equal to the full replacement value thereof, without deduction for depreciation. The policy or policies of insurance to be obtained with respect to the Shared Facilities and the Garage shall insure the interest of, or alternately name as co-insured, each of the appropriate Owner Parties, their managing agents, any unit owner of any of the Corporations or any registered encumbrancer of any such unit, as their interest may appear. In addition, all other provisions which are required to be contained, pursuant to any of the declarations of any of the Corporations, within their respective insurance policies, shall be contained in such insurance policies.
- 21.3 Without restricting the generality of the foregoing, this or these insurance policy or policies with respect to the Shared Facilities and the Garage shall contain the following provisions:
- (a) waivers of subrogation against any Owner Party or, any of the unit owners of any unit within the Corporations, or their tenants and permitted occupants, and any managing agent of the Corporations, except for damage arising out of arson or fraud;
 - (b) provisions prohibiting its cancellation or substantial modification, without at least sixty (60) days written notice by registered mail to all parties whose interest appears thereon;
 - (c) waivers of defence based on co-insurance, or of invalidity arising from any act, omission or breach of statutory condition by any insured;
 - (d) waiver of the insurer's option to repair, rebuild or replace in the event that after damage, the government of any part of the Corporations is terminated pursuant to the Act.
- 21.4 There shall be a separate agreement or acknowledgement provided by the insurer or its agent, to the effect that no insured, other than the Owner Parties shall be allowed to amend any policy or policies of insurance obtained and maintained pursuant to this Agreement and relating to the Shared Facilities and the Garage or to direct that loss shall be payable in any manner other than as provided in the declaration of any of the Corporations.

Liability and Boiler Insurance

- 21.5 Each Owner Party shall arrange for and maintain:
 - (a) public liability and property damage insurance with a limit of FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence, or such greater amount as is determined satisfactory by them acting under the advice of their insurance advisors; and
 - (b) insurance in respect of the ownership, use or operation by them of boilers, machinery, pressure vessels and any of their motor vehicles.
- 21.6 These policies shall insure the interests of each Owner Party, the unit owners of any units within any of the Corporations and their respective managing agents, in the event any such managing agent is requested by any one of the Owner Parties to become an additional insured.
- 21.7 The risks to be insured against under such liability policies, shall include all such risks which should be maintained by prudent owners of comparable structure in the local municipality.
- 21.8 The provisions of Section 21.3, which list the provisions to be found in the structural damage insurance policy described therein, shall also apply to and be found in the said boiler policies and which shall therefore apply thereto mutatis, mutandis.
- 21.9 The said liability policies shall also contain suitable cross liability provisions, vis-a-vis each of the named insureds in the said policy.

Additional Insurance

- 21.10 Nothing in this Agreement shall be construed to prohibit the Owner Parties from arranging for other insurance coverage, other than as specified in this Agreement, and the premium therefor shall be paid at the sole cost and expense of the Owner Party so arranging same.

Co-operation Among the Corporation With Respect to Insurance

- 21.11 Without limiting the generality of the foregoing, the Corporations agree to use their best efforts to co-operate with respect to obtaining combined insurance policies and using the same insurer.

ARTICLE 22.00

DAMAGE TO THE GARAGE

Damage to Less than 25% of the Garage

22.1

- (a) Where damage to the Garage occurs, and there is not substantial damage to 25% or more of any part of the Garage contained or situate on the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and/or Building C Lands, the Owner Parties or the Owner Party, whose part of the Garage is damaged shall rebuild, restore and repair its respective part of the Garage in accordance with this Agreement.
- (b) In event of disagreement by any one of the Owner Parties as to the applicability of any provisions or fact described in this Section 22.1, resort shall be made to arbitration in accordance with the arbitration provisions provided in this Agreement.

Damage to More than 25% of the Garage

22.2

- (a) in the event damage has occurred to the Garage which may constitute substantial damage to 25% or more of any part of the Garage contained or situate on the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and/or Building C Lands, four (4) representatives, two (2) appointed by each Owner Party of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and Building C

Lands, shall meet within ten (10) days of the date the damage occurred, to determine whether such substantial damage has occurred. In default of unanimous agreement between the said Owner Parties or in default of the occurrence of the meeting referred to in this Section 22.2 in order to enable such determination to be made, this determination shall be referred to arbitration in accordance with the arbitration provisions provided in this Agreement.

(b) Where there has been such a determination of substantial damage as referred to in the immediately preceding Section 22.2(a), then each of the said Owner Parties shall within 120 days of such determination being made, give written notice to the other Owner Party, stating whether it elects to rebuild or not to rebuild its respective part of the Garage whereupon the following provisions shall apply:

- (i) if such Owner Party on whose part of the Garage the damage occurred has elected to rebuild, such Owner Party shall rebuild, restore, replace and repair its respective part of the Garage in accordance with this Agreement and such Owner Party shall pay its own costs of doing so, whether out of any insurance proceeds payable to it or otherwise;
- (ii) where such Owner Party has elected not to rebuild, and the other Owner Party concurs, such Owner Party need NOT rebuild, restore, replace or repair its part of the Garage so damaged;
- (iii) in the event such Owner Party, has elected NOT to rebuild, such Owner Party that has elected NOT to rebuild its damaged Garage (hereinafter called the "Terminating Party") subject to the provisions of Section 22.3 below, shall rebuild, restore, replace or repair those parts of its Garage that the other Owner Party (hereinafter called the "Remaining Party") enjoys an easement, right, license or other proprietary interest over and including any right of support whether set forth in this Agreement or otherwise, so that the use and enjoyment by the Remaining Party of its respective buildings or installations will not be adversely interfered with or affected. A certain sum shall be retained from any insurance proceeds payable to a Terminating Party or may be paid out to a trustee or stockholder on consent of both Owner Parties, to ensure proceeds as are required to ensure that the Terminating Party performs those obligations, are maintained and held in escrow, and a suitable written direction shall be provided to an insurance trustee accordingly. Failing an agreement between the Terminating Party and the Remaining Party as to the manner by which such proceeds are to be held, or failing agreement between them as to the amount of the appropriate holdback, this determination shall be made by arbitration in accordance with the arbitration provisions in this Agreement.

(c) For the purposes of this Section 22.2, any Owner Party which is a corporation shall be deemed to have elected not to rebuild, if the owners of the units in the condominium have voted for termination pursuant to the Act.

Granting New Easements

22.3 In complying with its obligations provided in Section 13.2 (b)(iii) above, the Terminating Party shall be required to grant new easements or rights appurtenant to any Remaining Party's building or installation, which will enable such Remaining Party to restore or construct (in such manner so as not to diminish in any material way, the value of the Remaining Party's building or installations) any part of the Remaining Party's building necessary to enable the Remaining Party to continue the use and enjoyment of the easements and other rights enjoyed or used by such Remaining Party.

Any new easement or right so granted, shall have the same force and effect and shall be subject to the provisions of this Agreement, as if same had been granted pursuant to the provisions of Article 6.00 or Article 8.00 of this Agreement.

Completing Repairs

22.4 Each Owner Party required under this Article 13.00 to carry out repair, restoration or replacement of any part of its Garage, will commence such work at the earliest date that is reasonable in all of the circumstances, and will proceed to complete such work with reasonable diligence.

Deemed Application of Section 127(1) of the Act

22.5 For purposes of Section 127(1) of the Act, the obligations created by this Article shall be deemed to be encumbrances against each unit and their appurtenant common interests contained within the description of the corporation which is created after registration of this Agreement and shall constitute a claim against the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and Building C Lands created before the registration of the declaration of the A1/A2 Residential Corporation, A1/A2 Commercial Corporation, Building B1/B2 Corporation and the Building C Corporation registered in respect of those lands, and the charging provisions contained in Section 20.4, shall apply mutatis, mutandis, so as to secure the obligations of each Owner Party towards each remaining Owner Party depending on those obligations being fulfilled.

Conformity to Original Building Plans

22.6 All repairs required hereunder by the Remaining Party shall be effected and performed substantially in accordance with the original plans, specifications, architectural and structural drawings and designs used in the original construction of the Garage.

ARTICLE 23.00
TERMINATION

Termination

23.1 This Agreement cannot be terminated other than by the consent of both of the Owner Parties, but can be terminated with such mutual consent. Except as may otherwise be agreed upon, if this Agreement is terminated, the easements and proprietary rights granted hereby to each Owner Party and as benefitting each of the buildings and installations of each Owner Party, shall remain in full force and effect.

Termination of any one of the Corporations

23.2 On the termination of any one of the Corporations pursuant to the Act, the unit owners of the corporation so terminated, shall be jointly and severally liable to comply with all obligations and covenants of such corporation in this Agreement and will execute such further assurances as may be deemed necessary or desirable by the other Owner Party to give full force and effect to this paragraph.

ARTICLE 24.00
FORCE MAJEURE

Force Majeure

24.1 Whenever and to the extent any Owner Party is prevented, hindered or delayed in the fulfillment of any obligation hereunder, or in the doing of any work or the making of any repairs or replacements by reason of force majeure, that Owner Party's liability to perform such obligation shall be postponed, and it shall be relieved from any liability in damages or otherwise for breach thereof, for so long as and to the extent such prevention, hindering or delay continues to exist. The term "force majeure" means any war or other similar catastrophe, act of the Queen's enemies, riot or insurrection, or the failure or inability of any governmental authority to supply any services or other public utility which serves the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and Building C Lands.

ARTICLE 25.00
CERTIFICATE OF COMPLIANCE

Certificate of Compliance

25.1 Each Owner Party hereto agrees, at any time and from time to time during the term of this Agreement,

within ten (10) days after written request, and the payment of a fee not in excess of \$100.00, by any Owner Party (save and except for a request from 1891126 Ontario Inc., 1794390 Ontario Inc., 1794392 Ontario Inc., 1806780 Ontario Inc., 1834372 Ontario Inc., and 1794391 Ontario Inc. which shall not be required to pay such fee) or by any other person (hereinafter called the "Requesting Party") to execute, acknowledge and deliver to the Requesting Party, a certificate stating:

- (a) Whether this Agreement has been modified and if so, the nature of such modifications, and confirming that it is in full force and effect.
- (b) Any existing default by any Owner Party or any other party under the agreement to its knowledge, and specifying the nature and extent thereof and in particular, whether an Owner Party has paid its proportionate allocated amount of costs or expenses it is required to pay hereunder, including whether any Owner Party claims a mortgage or charge pursuant to the provisions of Section 20.4 hereof.
- (c) Whether the Owner Party executing such Certificate has performed or caused to be performed, or is then performing or causing to be performed, any maintenance, repair or other work, or is making or has made any payment, the cost of which such Owner Party will, pursuant to this Agreement, be entitled to charge in whole or in part to the other Owner Party, but has not yet charged same to such other Owner Party.

If any Owner Party fails to execute and deliver such Certificate of Compliance to the Requesting Party within such ten (10) day period, then such non-complying Owner Party shall be deemed to have certified as follows:

- (i) that the Agreement has not been modified or altered from its registered form and that the Agreement continues to be in full force and effect;
- (ii) that there has been no default under the terms of the said Agreement by any of the Owner Parties to the Agreement;
- (iii) that each Owner Party has paid its proportionate allocated amount of all costs and expenses which are required to be paid under the terms of this Agreement and the non-complying Owner Party does not claim a mortgage or charge pursuant to the provisions of Section 20.4 of this Agreement; and
- (iv) that such non-complying Owner Party has not performed or caused to be performed and is not performing or causing to be performed any maintenance, repair or other work and has not made any payment, the cost of which such non-complying Owner Party would be entitled to charge in whole or in part to the other Owner Party.

Estoppel Defence

25.2 The Certificate of Compliance as set forth in this Article 16.00, may be pleaded and shall constitute a complete defence by the Requesting Party to any action brought, or to a claim that is inconsistent with the facts recited in the said Certificate.

ARTICLE 26.00

COMPLIANCE WITH DEVELOPMENT AGREEMENTS AND ZONING BY-LAWS

Compliance with Zoning By-laws

26.1 Each Owner Party acknowledges that the property of each Owner Party and their respective proprietary interests may be subject to a number of agreements, rules, regulations, ordinances or acts in favour of governmental authorities, or may further be subject to a single, site specific restricted area by-law, under which each of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building S1/S2 Lands and Building C Lands must contain certain services, facilities and installations, in order for such lands as a whole to remain in conformity to such by-law. Each Owner Party agrees to abide by the provisions of these agreements, rules, regulations, ordinances, acts or by-laws which affect the lands,

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and to do all things necessary to keep them in full force and effect and in good standing, including maintaining all required services, facilities and installations on their lands as are required by any such by-law referred to herein, and further agrees to execute any specific easements required to be granted to such authorities in accordance therewith, and to further use their best efforts to effect the renewal or replacement of any such agreements as may be necessary or desirable, all with the object and purpose of permitting, and with a view of not hindering or preventing, the continued use and enjoyment of the lands as an integral whole and of each Owner Party's respective lands including those buildings and installations situate thereon and/or attached thereto.

Compliance with Development Agreements and Maintenance of Landscaping

26.2 The Corporations covenant and agree to maintain, repair and replace if necessary, from time to time, during the term hereof, as would any prudent owner in the local municipality, and after its initial installation by the Declarant, A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and/or Declarant C, all works, facilities and installations described in any development, site plan or similar agreement (the "Development Agreements") entered into with the Town of Richmond Hill dealing with any aspect of the development of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and Building C Lands, and as are situate within their respective property and which the Declarant, A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and/or Declarant C covenanted to undertake, provide and/or maintain pursuant to the terms of any of the Development Agreements, including without restricting the generality of the foregoing, the recreational facilities, landscaping, walkways, garbage rooms, storage areas, loading spaces, parking spaces, and driveways described therein.

Indemnification to Declarant and the declarant of the Adjacent Lands

26.3 Each of the Corporations agrees that they will indemnify and save the Declarant, A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and Declarant C harmless from any cost, loss, expense, damage or liability that it may suffer as a result of any breach by any of them or their covenant to so maintain, repair and replace any of the works, facilities and installation as described in the immediately preceding Section 26.2.

Maintenance of Landscaping by the Corporations

26.4 Each of the Corporations covenants and agrees with the Declarant, A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and Declarant C to maintain, repair and replace in a first class condition, after its initial installation by the Declarant, A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and/or Declarant C all the landscaping installations as shown on the plans and drawings relating thereto as are contained within their respective property and as constitute part of their respective common elements, and to contribute their respective Proportionate Share towards the costs and expenses of doing so.

Indemnification to Declarant re Landscaping

26.5 Each of the Corporations acknowledges that the Declarant as owner of the remaining unsold units within the Corporation; the A1/A2 Residential as owner of the A1/A2 Residential Lands; A1/A2 Commercial as the owner of the A1/A2 Commercial Lands; Declarant B1/B2 as the owner of the Building B1/B2 Lands and Declarant C as the owner of the Building C Lands would be severely prejudiced if such landscaping installations were not to be maintained, repaired and replaced as above described by any of them at any time during the term of the Development Agreements, and accordingly indemnifies and save the Declarant, A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and Declarant C harmless from any cost, expense, damage or liability, whether direct or consequential, that any of them may suffer as a result of the Corporations not complying with this covenant in whole or in part.

ARTICLE 27.00

ARBITRATION

27.1 Any dispute between the Owner Parties, (each being referred to as the "Participant" and collectively as

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"Participants"), arising during the term of this Agreement or after its termination, which touches upon the validity, construction, meaning, performance or effect of this Agreement or any of its terms and conditions, or the rights, obligations and liabilities of the parties hereto, shall be subject to arbitration pursuant to the Arbitration Act of Ontario, in accordance with the provisions hereinafter set out, and the arbitration decision shall be final and binding upon the parties hereto and shall not be subject to appeal.

- 27.2 Each Participant desiring arbitration shall, in its notice to the other party nominate one (1) arbitrator and shall notify the other Participant who is involved in the dispute, of such nomination. Such notice shall set forth a brief description of the matter submitted for arbitration and, if appropriate, the article or paragraph hereof pursuant to which such matter is so submitted. The other Participant shall within seven (7) business days after receiving such notice, each nominate in writing another arbitrator and shall give notice of such nomination to the first Participant desiring arbitration, and the arbitrators chosen by each Participant, shall within seven (7) business days after such notice, select from among them, a chairman of the arbitral tribunal. If said arbitrators shall be unable to agree in the selection of such chairman, the chairman shall be designated by the Ontario Superior Court of Justice, upon an application by any Participant to a single Judge of the Ontario Superior Court of Justice, upon notice to the other Participant. Such application is to be made within seven (7) business days of their inability to agree.
- 27.3 The arbitration shall take place in the City of Toronto and the chairman shall fix the time and place in the City of Toronto for the purpose of hearing such evidence and representations of the Participants as may present and, subject to the provisions hereof, the decision of the majority of them in writing, shall be binding upon the Participants both in respect of the procedure and the conduct of the Participants during the proceedings and the final determination of the issues therein. Said arbitrators including the chairman shall, after hearing any evidence and representations that the Participants may submit, make their decisions and reduce same to writing as quickly and as expeditiously as possible and deliver one (1) copy thereof to each of the Participants. The majority of the arbitrators may determine any matters of procedure for the arbitration not specified herein.
- 27.4 If the Participants receiving the notice of nomination of an arbitrator by the other Participant desiring arbitration, fails within the said seven (7) business days to nominate an arbitrator, then the arbitrator nominated by the first Participant desiring arbitration, may proceed along to determine the dispute in such manner and at such time as he shall think fit and his decisions shall, subject to the provisions hereof, be binding upon all the Participants and may be forced to any court having jurisdiction thereof.
- 27.5 Notwithstanding the foregoing, any arbitration may be carried out by a single arbitrator if all Participants so agree, in which event the provisions of this Article shall apply mutatis, mutandis.
- 27.6 The cost of the arbitration shall be borne by the Participants as may be specified in such determination, and shall be payable when a decision is rendered.
- 27.7 The arbitrators in undertaking such arbitration and in rendering their decision in respect thereof shall afford the parties an opportunity to be heard, and their decisions shall not in any material way diminish the value or adversely affect the use or enjoyment by any of the Corporations over their respective buildings and installations.

ARTICLE 28.00

BINDING EFFECT OF AGREEMENT

Provisions Run with the Land

- 28.1 The provisions of this Agreement are intended to run with the real property benefited and burdened thereby, specifically the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and Building C Lands and shall be binding on and enure for the benefit of the respective successors in title thereof.

Effective Date of Agreement

- 28.2 It is intended that notwithstanding the actual date of execution of this Agreement by the parties hereto,

this Agreement, and its terms and provisions, shall take effect from the date of registration of the declaration of the Corporation which shall constitute the effective date of this Agreement.

Termination of Liability of the A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and/or Declarant C

- 28.3 Upon a sale, transfer or conveyance by the A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and/or Declarant C (or any successor declarant of it) of any unit, respectively within the proposed A1/A2 Residential Corporation, A1/A2 Commercial Corporation, Building B1/B2 Corporation and/or the Building C Corporation, the A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and/or Declarant C shall be automatically released and discharged pro tanto from any of the liabilities and obligations it would bear hereunder as the owner of such unit or proposed unit, sold, transferred or conveyed, and it shall no longer be liable to the other Owner Party, for any breach of this Agreement caused or occurring subsequent to the date of such sale, transfer or conveyance relative to such unit. Correspondingly, such person to whom such unit is sold, transferred or conveyed by the A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and Declarant C and any other person to whom such unit is subsequently sold, transferred or conveyed shall assume pro tanto such liability and obligations in respect of such unit from the effective date of such sale, transfer or conveyance transaction, insofar as the burden of such liability and obligations are capable of passing to such persons by operation of law.
- 28.4 Upon the creation of the A1/A2 Residential Corporation, A1/A2 Commercial Corporation, Building B1/B2 Corporation and/or Building C Corporation, as applicable, as a corporation under the Act, or upon a sale of any of the lands upon which such corporation is proposed to be created, prior to its registration, and the assumption of the A1/A2 Residential Corporation, A1/A2 Commercial Corporation, Building B1/B2 Corporation and/or Building C Corporation, as applicable, covenants and obligations hereunder by such transferee, the A1/A2 Residential, A1/A2 Commercial, Declarant B1/B2 and Declarant C shall be automatically released and discharged pro tanto from any of its liabilities and obligations hereunder as owner of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and Building C Lands, respectively, with the result that it shall no longer from such time be liable to the other parties to this Agreement for any breach of this Agreement caused or occurring subsequent to such date relative to the lands over which such corporation is so registered or which has been so transferred. Correspondingly such A1/A2 Residential Corporation, A1/A2 Commercial Corporation, Building B1/B2 Corporation and the Building C Corporation so registered or the transferee of any such land shall assume pro tanto such liability and obligations in respect of such lands from such date.

Reciprocal Benefit and Burden

28.5 The parties hereto expressly declare their mutual intention and agreement, that the principles of reciprocal benefit and burden shall apply to their relationship, and as such, the Owner Parties hereby acknowledge and agree that each of the easements, rights and privileges hereinbefore set forth in this Agreement, establish a basis for the mutual and reciprocal use and enjoyment of certain parts of the Building B3 Lands, A1/A2 Residential Lands, A1/A2 Commercial Lands, Building B1/B2 Lands and Building C Lands and including those certain parts of such lands which are being used and enjoyed by both of the Owner Parties to varying degrees. As an integral and material consideration for the continuing enjoyment of and right to the use and enjoyment by each one of the Owner Parties of such easements, rights and privileges as are granted to them in this Agreement, each Owner Party hereto should, and does hereby accept and agree to assume the burdens and obligations imposed on such party herein and agrees to be bound by each and every one of the covenants made by them in this Agreement, subject to any provision of this Agreement to the contrary. The continued enjoyment by any Owner Party hereto to any easement, right or privilege hereby granted or referred to shall be dependent and conditional upon that Owner Party contributing to the cost and expense of the operation, maintenance, repair, replacement and inspection of that easement, right or privilege in accordance therewith. The failure by any Owner Party to so contribute according to its Proportionate Share of applicable costs, shall, at the option of the other Owner Party lead to the suspension of its enjoyment of such easement, right or privilege. The benefits to any Owner Party hereunder arising from any term or provision of this Agreement shall be construed as interdependent with the requirement by such Owner Party to perform those obligations hereunder.



ARTICLE 29.00
COMPLIANCE WITH LAW

29.1 Each of the Owner Parties, in performing their respective obligations and exercising their respective rights under this Agreement, covenants and agrees to comply with all rules, laws, orders, ordinances, regulations and requirements of any government, whether imposed by the local municipality, or by any governmental agency having jurisdiction over the all of their property.

ARTICLE 30.00
CONSTRUCTION LIENS

30.1 Each Owner Party covenants and agrees to forthwith make any required payment or filing of any security, so as to forthwith remove any construction lien which encumbers the Garage and/or affects the buildings and installations contained therein of the other Owner Party, but no later than within thirty (30) days of receipt of the written request by any one Owner Party and if not done within 30 days of such receipt, such other Owner Party may make the payment requisite to remove such construction lien on the defaulting Owner Party's behalf.

ARTICLE 31.00
INDEMNIFICATION

Indemnification

31.1 Each Owner Party agrees to indemnify and save each other harmless from all costs, expenses, damage and liability that it may suffer or incur as a result of any such Owner Party not complying with any of the terms of this Agreement.

ARTICLE 32.00
FURTHER ASSURANCES

Further Assurances

32.1 The Owner Parties, covenants and agree to execute whatever further documents or assurances as are required to give effect to any and all provisions of this Agreement.

ARTICLE 33.00
GENERAL

Gender

33.1 This Agreement shall be construed with all changes of number and gender required by the context.

Headings

33.2 The titles to Articles have been inserted as a matter of convenience and reference only and do not define, limit or enlarge the scope or meaning of this Agreement or any provisions hereof.

Severability

33.3 If any provisions of this Agreement is determined by a Court of competent jurisdiction to be illegal or beyond the powers or capacity of the party or parties bound hereby, or in the event any part or provision of this Agreement is liable to determination pursuant to any provision of the Act, such provisions or part shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect mutatis, mutandis. For purposes of giving effect to this paragraph, each section, clause, paragraph or article of this Agreement shall considered severable from every remaining section, clause, paragraph or article of this Agreement.

The Planning Act

33.4 The provisions of this Agreement are subject to the provision of the *Planning Act* (Ontario) where applicable, and such provisions shall be complied with by any Owner Party relocating any easements or right pursuant to Section 15.4 hereof and by the Terminating Party pursuant to Section 22.3 hereof.

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Perpetuities - Limitation or Exercise of Relocation Easements

33.5 It is understood and agreed by the Owner Parties, that any provisions requiring the creation of the new easements or rights, pursuant to the easement relocation provisions of Section 15.4 and Section 22.3 hereof or providing for easements as arise in the future, shall survive until the expiration of twenty-one years from the death of the last survivor of the issue of Her Majesty, Queen Elizabeth II, the present Queen of Canada, who were born as at the effective date of this Agreement.

ARTICLE 34.00
NOTICE PROVISIONS

34.1 All notices, requests, demands or other communications by the terms thereof required, or permitted to be given by one party to another, shall be given in writing by personal delivery or by registered mail, postage prepaid, addressed to the other party or delivered to such other party as follows:

(a) To the Corporation at:
c/o Online Property Management Inc.
One Steelcase Road West, Unit 6
Markham, Ontario L3R 0T3

(b) To the A1/A2 Residential at:
c/o Online Property Management Inc.
One Steelcase Road West, Unit 6
Markham, Ontario L3R 0T3

(c) To the A1/A2 Commercial at:
c/o Online Property Management Inc.
One Steelcase Road West, Unit 6
Markham, Ontario L3R 0T3

(d) To the Declarant B1/B2 at:
c/o Online Property Management Inc.
One Steelcase Road West, Unit 6
Markham, Ontario L3R 0T3

(e) To the Declarant C at:
c/o Online Property Management Inc.
One Steelcase Road West, Unit 6
Markham, Ontario L3R 0T3

or at such other address as may be given by any of them to the others in writing from time to time, and such notices shall be deemed to have been received when delivered, or if mailed, on the second business day after the mailing thereof, provided that if any such notice, request, demand, acceptance or other communication shall have been mailed and if regular mail service shall be interrupted by strike or other irregularities on or before the second business day after the mailing thereof, such notices, requests, demands, acceptances and other communications shall be deemed to have been received on the same business day following the delivery of such notice, request, demand or other communication as the case may be.

[SIGNATURE PAGE FOLLOWS – REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF the parties hereto, have executed this Agreement.

SIGNED, SEALED AND DELIVERED
in the presence of

YORK REGION STANDARD CONDOMINIUM
CORPORATION NO. 1247

per: [Signature]
Name: Latif Fazel
Title: President

per: [Signature]
Name: Marco Filice
Title: Secretary

[We have authority to bind the Corporation.

1794392 ONTARIO INC. as the current owner of
the A1/A2 Residential Lands

per: [Signature]
Name: Fereydoon Darvish
Title: President

per: [Signature]
Name: Latif Fazel
Title: A.S.O.

[We have authority to bind the Corporation.

1806780 ONTARIO INC. as the current owner of
the A1/A2 Commercial Lands

per: [Signature]
Name: Fereydoon Darvish
Title: President

per: [Signature]
Name: Latif Fazel
Title: A.S.O.

[We have authority to bind the Corporation.

1834372 ONTARIO INC. as the current owner of
the Building B1/B2 Lands

per: [Signature]
Name: Fereydoon Darvish
Title: President

per: [Signature]
Name: Latif Fazel
Title: A.S.O.

[We have authority to bind the Corporation.

1794391 ONTARIO INC. as the current owner of
the Building C Lands

per: [Signature]
Name: Fereydoon Darvish
Title: President

per: [Signature]
Name: Latif Fazel
Title: A.S.O.

[We have authority to bind the Corporation.

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EXHIBIT 'B'

AGREEMENT

THIS AGREEMENT made this day of November, 2014.

BETWEEN:

1794392 ONTARIO INC.

a corporation incorporated under the laws of the Province of Ontario

(hereinafter called "1794392")

OF THE FIRST PART

- and -

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271

a condominium corporation created under the Condominium Act, 1998, S.O. 1998, c. 19

(hereinafter called "YRSCC")

OF THE SECOND PART

WHEREAS an easement and cost sharing agreement was entered into between York Region Standard Condominium Corporation No. 1247, 1794392 Ontario Inc., 1806780 Ontario Inc., 1834372 Ontario Inc. and 1794391 Ontario Inc., and which easement and cost sharing agreement was registered in the York Region Land Registry Office on February 14, 2014 as Instrument No. YR2095992 (said easement and cost sharing agreement is hereinafter called the "Cost Sharing Agreement").

AND WHEREAS pursuant to the provisions of Article 28.00 of the Cost Sharing Agreement, the provisions of such Cost Sharing Agreement are intended to run with the real property benefited and burdened thereby, namely, the lands defined in the Cost Sharing Agreement as the Building B3 Lands (being the lands comprising the property described in York Region Standard Condominium Plan No. 1247), A1/A2 Residential Lands (being the lands comprising the property described in York Region Standard Condominium Plan No. 1271), A1/A2 Commercial Lands, Building B1/B2 Lands and Building C Lands.

AND WHEREAS upon the registration of the declaration and description creating YRSCC, 1794392 is automatically released and discharged pro tanto from their liabilities and obligations under the Cost Sharing Agreement as owner of the lands described in York Region Standard Condominium Plan No. 1271 (the "YRSCC Lands") and thereafter YRSCC assumes pro tanto such liability and obligations in respect of the YRSCC Lands.

IN CONSIDERATION OF TWO (\$2.00) Dollars (the receipt and sufficiency of which is hereby acknowledged by both parties), the parties hereto covenant and agree as follows:

1. YRSCC hereby ratifies and confirms all terms, provisions and conditions set out in the Cost Sharing Agreement, including, without limitation, all those made by or on behalf of YRSCC, and hereby covenants and agrees with 1794392 to assume the covenants, liabilities, debts and obligations of 1794392 under the Cost Sharing Agreement with respect to the YRSCC Lands and to be bound by all the provisions, liabilities, obligations, covenants and agreements contained in the Cost Sharing Agreement with respect to such lands as if YRSCC was originally named as a party in the Cost Sharing Agreement with respect to such lands.
2. YRSCC covenants and agrees to indemnify and save harmless 1794392 from and against such covenants, liabilities, debts, obligations, of any kind and nature of 1794392, in respect of the obligations relating to the YRSCC Lands from and including the date that YRSCC was created

pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c. 19.

- 3. YRSCC covenants and agrees to forthwith execute and deliver any further documentation (including, without limitation, conveyances) as may be required to give effect to this agreement and the Cost Sharing Agreement.

THIS agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the date first noted above.

1794392 ONTARIO INC.

Per: _____
 Name: Perydoon Darvish
 Title: President

I have authority to bind the corporation

**YORK REGION STANDARD
CONDOMINIUM CORPORATION NO. 1271**

Per: _____
 Name: Marco Filice
 Title: Vice-President

Per: _____
 Name: Latif Fazel
 Title: Secretary

I/We have authority to bind the corporation

Number: YR 2219185
CERTIFICATE OF RECEIPT
 NOV 21 2014 10:30
 YORK REGION
 No. 88
 AURORA
 LAND REGISTRAR
 Maffly 650
 New Property Identifiers
 Additional Fee Schedule
 Executions
 Additional Fee Schedule

(1) Registry Land Titles (2) Page 1 of 16 pages

(3) Property Identifier(s) Back 19802-G001-29832-3776 (Both Inclusive) Property Additional Fee Schedule

(4) Nature of Document
NOTICE OF AGREEMENT
 (Section 71 of the Land Titles Act)

(5) Consideration
 TWO Dollars \$ 2.00

(6) Description
 All Units on all Levels and Common Elements comprising the property included in York Region Standard Condominium Plan No. 1271 City of Markham
 Land Titles Division of York Region (No. 65)

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for Description Additional Particulars Other

(8) This Document provides as follows:
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271 hereby applies under Section 71 of the Land Titles Act to have an Agreement entered for the said parcel

Continued on Schedule

(9) This Document relates to instrument number(s):

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature	Date of Signature Y M D
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271 I/We have authority to bind the Corporation	<i>Brendan Murphy</i> Name: Brendan Murphy Title: President	2014 11 20
	<i>Latif Fazal</i> Name: Latif Fazal Title: Secretary	2014 11 20

(11) Address for Service: c/o 1 Steelcase Road West, Unit 8, Markham, Ontario L3R 9T3

(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D

(13) Address for Service

(14) Municipal Address of Property	(15) Document Prepared by	Fee and Tax
7161 and 7171 Yonge Street Markham, Ontario L3T 0C5	Michael C. Volpatti BRATTYS LLP Suite 200 7501 Keele Street Vaughan, Ontario L4K 1V2	Registration Fee
		Total 70

28 X

APPLICATION TO REGISTER NOTICE OF AN UNREGISTERED ESTATE, RIGHT,
INTEREST OR EQUITY (Section 71 of the Land Titles Act)

I, Michael Volpatti, of the City of Toronto, in the Province of Ontario, am the solicitor for York Region Standard Condominium Corporation No. 1271

I confirm that the applicant has an unregistered estate, right, interest or equity in the land described in Box (a) of page 1 hereto


I hereby apply under Section 71 of the Land Titles Act for the entry of a Notice of Agreement in the Register for the said parcel.

This notice will be effective for an indeterminate time.

The Address for service for the applicant is

c/o 1 Steeplecase Road
Unit 8
Markham, Ontario
L3R 0 T3

Dated at Vaughan this 28th Day of November, 2014.



Solicitor for the Applicant,
Michael Volpatti

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EASEMENT AND COST SHARING AGREEMENT #3

THIS AGREEMENT made this 21 day of November, 2014.

BETWEEN:

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271, a corporation created by the registration of a declaration and description on the 3rd day of November, 2014, in the Land Registry Office for the Land Titles Division of York Region (No. 65) (hereinafter called the "Corporation" or "this Corporation")

OF THE FIRST PART;

- and -

1634372 ONTARIO INC., being the declarant or owner of the Building B1/B2 Lands (hereinafter defined) until registration of a declaration and description pursuant to the Act (hereinafter defined) thereon and thereafter, the condominium corporation thereby created (hereinafter called the "B1/B2 Owner")

OF THE SECOND PART:

WHEREAS the Corporation is a condominium corporation in respect of the multi-unit buildings and the appurtenant common elements which together comprise the property set out in the description of said condominium corporation, and which consist of those lands and premises situate in the City of Markham, Ontario, as described in the Parcel Register for York Region Standard Condominium Corporation No. 1271, registered in the Land Registry Office for the Land Titles Division of York (the lands within York Region Standard Condominium Plan No. 1271 are hereinafter referred to as the "**A1/A2 Residential Lands**");

AND WHEREAS the declarant or owner of the Building B1/B2 Lands (as defined hereinbelow) has constructed multi-unit buildings upon the Building B1/B2 Lands (as defined hereinbelow) and intends to register on the said lands a declaration and description to create a separate corporation (referred to as the "**Building B1/B2 Corporation**"), with the Building B1/B2 Corporation to be created by registration of a declaration and description on those lands and premises more particularly designated as follows, and which lands are hereinafter referred to as the "**Building B1/B2 Lands**", namely the lands legally described as:

Part of Lot 18, Registrar's Compiled Plan 10327 in the City of Markham,
Regional Municipality of York, designated as Parts 16 to 20, both inclusive, Plan
55R-35223.

AND WHEREAS B1/B2 Owner shall mean, prior to the creation of a condominium corporation by the registration of a declaration and description on the Building B1/B2 Lands, the owner of such lands, and thereafter the condominium corporation so created on the Building B1/B2 Lands.

AND WHEREAS the Corporation and the B1/B2 Owner have entered into this Agreement for, among other things, the purposes of providing for the mutual use, maintenance and cost-sharing of the Shared Recreational Areas in accordance with the terms hereof.

AND WHEREAS upon the creation of the condominium corporation on the Building B1/B2 Lands, and its entering into of this Agreement by counterpart agreement or otherwise, it shall assume all of the obligations and covenants and be entitled to all the benefits accruing to the B1/B2 Owner as set out in this Agreement.

AND WHEREAS the words "Common Elements", "Declaration", "Description", "By-Laws", "Registration", "Rules", shall have the same meanings as are ascribed to such terms in the Act, hereinafter defined.

AND WHEREAS unless otherwise defined herein, the capitalized terms used herein shall have the

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same meanings as are ascribed to them in the Declaration of the Corporation, registered in the Land Registry Office for the Land Titles Division of York on the 3rd day of November, 2014, as Instrument No. YR2210336 and some of such capitalized terms and other terms are defined in the above recitals or in Article 1.00 of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged by all parties), the parties hereto hereby covenant and agree to and with each other and each of them as follows:

ARTICLE 1.00
TRUTH OF RECITALS AND DEFINITIONS

Truth of Recitals

1.1 The recitals hereinbefore set forth are true in substance and in fact.

Definitions

1.2 The terms used in this Agreement shall have the meanings ascribed to them in the *Condominium Act, 1998, S.O. 1998, c.18*, as amended, and the regulations made thereunder (all of which are hereinafter collectively referred to as the "Act"), unless this Agreement specifies otherwise or unless the context otherwise requires and in particular:

- (a) "Building A1/A2 Residential" means the buildings and appurtenances constructed on the A1/A2 Residential Lands, containing, inter alia, 710 residential dwelling units and municipally known as: 7151 and 7171 Yonge Street, City of Markham, Ontario;
- (b) "B1/B2 Owner" means the declarant and owner of the Building B1/B2 Lands, until registration of a declaration and description pursuant to the Act thereon and thereafter, such term shall mean the corporation thereby created ("Building B1/B2 Corporation"), until such entity has been terminated in accordance with the Act, after which event, "B1/B2 Owner" shall mean the then owner or owners of the Building B1/B2 Lands;
- (c) "Building B1/B2" means the buildings and appurtenances constructed on the Building B1/B2 Lands, containing, inter alia, 522 residential dwelling units and municipally known as: 7165 and 7167 Yonge Street, City of Markham, Ontario. The final number of residential dwelling units shall be that as set on the registered condominium plan for the Building B1/B2 Corporation;
- (d) "Corporation" means York Region Standard Condominium Corporation No. 1271, unless such entity has been terminated in accordance with the Act after which event, the Corporation shall mean the then owner or owners of the A1/A2 Residential Lands;
- (e) "Corporations" means, together, the Corporation and the Building B1/B2 Corporation;
- (f) "Declarant" means the declarant of the Corporation;
- (g) "Owned" whenever the term "owned" or any similar expression is used in conjunction with a reference to a party bound by this Agreement, such term shall mean in the case of a condominium corporation, the operation of the property contained within that corporation's description, by that corporation;
- (h) "Owner Party" means any one of the Corporation or the Building B1/B2 Corporation as the context requires, "Owner Parties" means the Corporation and the Building B1/B2 Corporation together;
- (i) "Shared Recreational Areas" means the residential lobby on Level 1 of the Corporation, and

the whirlpool, sauna, change rooms, exercise room, media room, sundeck, the party/multi-function room, cards/games room, golf simulator, outdoor green roof with barbeque area and the billiards room on Level 3 of the Corporation and the indoor pool, whirlpool, saunas, change rooms, exercise room, two party/multi-function rooms, cards room, outdoor greenroof terrace with barbeque area and the billiards rooms located on the third floor of Building B1-B2.

ARTICLE 2.00

PROPORTIONATE SHARE

Allocation/Assessment of Proportionate Share of Costs

2.1 As at the date of this Agreement, Building A1/A2 Residential includes, inter alia, 710 residential dwelling units and Building B1/B2 includes, inter alia, 627 residential dwelling units.

ARTICLE 3.00

EASEMENT AND COST-SHARING PROVISIONS FOR THE SHARED RECREATIONAL AREAS

Easements Relating to the Shared Recreational Areas

3.1 The parties hereto hereby confirm the easement(s) created in Schedule "A" to the Corporation's declaration at the time the Corporation was created relating to the Shared Recreational Areas.

Ascertainment of Proportionate Share

Each of the Corporations shall be solely responsible for that proportionate share of the total costs of operating, maintaining, repairing, replacing and inspecting the Shared Recreational Areas in the proportion that the total number of residential dwelling units in each of the Corporation and the Building B1/B2 Corporation bears to the total number of residential dwelling units in both of the Corporations. For clarity, the Corporation's proportionate share is to be calculated as follows:

$$\frac{\text{Total Number of Residential Dwelling Units in the Corporation}}{\text{Total Number of Residential Dwelling Units in both of the Corporations}}$$

and, for clarity, the Building B1/B2 Corporation's proportionate share is to be calculated as follows:

$$\frac{\text{Total Number of Residential Dwelling Units in the Building B1/B2 Corporation}}{\text{Total Number of Residential Dwelling Units in both of the Corporations}}$$

(herein referred to as its "Proportionate Share" thereof). Notwithstanding the generality of the foregoing, until such time as any portion of the Building B1/B2 Lands are constructed and a unit in Building B1/B2 is occupied by the public, the owner(s) of the Building B1/B2 Lands shall not be required to contribute towards its Proportionate Share of such operation, maintenance, repair, replacement and inspection costs in relation to the Shared Recreational Areas and such share will be borne solely by the Corporation alone. Upon the construction of any portion of the Building B1/B2 Lands and the occupancy of a unit in Building B1/B2 by the public, the Proportionate Share of such Shared Recreational Areas operation, maintenance, repair, replacement and inspection costs relating to all the units in Building B1/B2 shall be thereafter assumed by owner(s) of the Building B1/B2 Lands until registration of a declaration and description pursuant to the Act on the Building B1/B2 Lands, or any portion(s) thereof, and thereafter the Building B1/B2 Corporation shall assume such Proportionate Share of such Shared Recreational Areas operation, maintenance, repair, replacement and inspection costs.

Adjustment in Calculating Proportionate Share

3.2 Pursuant to the provisions of section 2.1 hereof, should the actual total number of residential dwelling units in either of the Corporations change from those presently set out in subsection 2.1 above, resulting in a change in their respective Proportionate Share of the cost of operating, maintaining, repairing, replacing and inspecting the Shared Recreational Areas, then the Corporations covenant and agree to effect an appropriate re-adjustment between themselves in respect of any amounts theretofore paid by them in respect of the total costs of operating, maintaining, repairing, replacing and inspecting the

Shared Recreational Areas above described.

ARTICLE 4.00

GENERAL PRINCIPLES APPLICABLE TO EASEMENTS

Duty to Exercise Easements Prudently

4.1 In exercising their rights to any easement or right granted or confirmed in this Agreement, the party exercising them shall act in a prudent and reasonable manner so as to minimize undue interference occasioned to the other party or parties burdened by such easement or right.

Limitations Applicable to Easements

4.2 It is expressly understood and agreed that the easements or rights granted by any party to this Agreement to another party as set forth or confirmed in this Agreement shall be limited in their exercise and enjoyment by any term, condition or restriction imposed either by this Agreement or by the declaration of any of the Corporations which effect or pertain to such easements or rights, which terms, conditions and restrictions shall be read in conjunction with the provisions of this Agreement.

Further Assurances

4.3 By entering into this Agreement each of the parties to this Agreement, agree to execute any further documents, assurances, indentures or transfers if required, to grant, transfer, convey or confirm all or any of the easements and rights purported to be granted or confirmed pursuant to this Agreement, including any documents required to surrender easements or rights being extinguished or replaced or to grant, transfer or convey new easements or rights contemplated in this Agreement.

ARTICLE 5.00

GENERAL PRINCIPLES APPLICABLE TO BUDGETS AND COMMITTEES

Ascertaining of "Transfer Date"

5.1 Notwithstanding anything provided in this Agreement to the contrary, the control over the use and maintenance of the Shared Recreational Areas shall be governed by the Declarant until the earlier of:

- (a) the date upon which the last of the Corporations has been created under the Act;
- (b) ten (10) years from the date of registration of the Corporation as a corporation under the Act; or
- (c) such earlier time as the Declarant may determine in its sole, absolute and unfettered discretion.

5.2 Until the earlier of the three aforementioned dates (which earlier date is hereinbefore and hereinafter referred to as the "Transfer Date"), the Declarant (or a manager appointed by the Declarant who may be the manager of the Corporation) shall have the unilateral right in its sole discretion to establish hours of use and designated areas of use in respect of the Shared Recreational Areas and shall prepare and submit to the Corporation (not less than once annually) for incorporation as part of the latter's overall annual budget, a separate budget (the "Shared Recreational Areas Budget") outlining the costs of operating, maintaining, repairing, replacing and inspecting the Shared Recreational Areas which shall collectively constitute the then applicable "Shared Recreational Areas Costs" of which the Corporation shall be responsible for payment of its Proportionate Share. The Corporation hereby covenants and agrees to adopt and be bound by the Shared Recreational Areas Budget as part of the Corporation's overall annual budget without any qualification whatsoever, and the Corporation shall pay and be solely responsible for its Proportionate Share of the Shared Recreational Areas Costs. The Shared Recreational Areas Budget shall include a reserve fund contribution and a requirement to have a reserve fund study done on the Shared Recreational Areas.

After Transfer Date/Shared Recreational Area Committee

- 5.3 From and after the Transfer Date, and subject to the Declarant's rights thereafter provided for in the declaration of either of the Corporations, the use and maintenance of the Shared Recreational Areas, as well as the preparation and submission of an annual Shared Recreational Areas Budget outlining the Shared Recreational Areas Costs, shall be governed by a committee (hereinafter referred to as the "Shared Recreational Areas Committee") to be established in accordance with the provisions of this Agreement. The board of directors of the Corporation shall nominate one (1) of its directors to represent it on the Shared Recreational Areas Committee and the board of directors of the Building B1/B2 Corporation shall nominate one (1) of its directors to represent it on the Shared Recreational Areas Committee, provided that if the Building B1/B2 Corporation is not created by the Transfer Date, then B1/B2 Owner shall be entitled to nominate its own representative on the Shared Recreational Areas Committee in place and stead of the representative of the Building B1/B2 Corporation, which is not then so created. As and when the Building B1/B2 Corporation is so created, the nominee of the B1/B2 Owner on the Shared Recreational Areas Committee in respect of the Building B1/B2 Corporation shall resign, and be replaced by the representative of the Building B1/B2 Corporation nominated by its directors. Each decision to be made by the Shared Recreational Areas Committee requires the unanimous vote of the two (2) representatives on the Shared Recreational Areas Committee at such time. The Shared Recreational Areas Committee shall meet at least once yearly and said meeting may be called at any time by any one or both of the representatives on the Shared Recreational Areas Committee.
- 5.4 The Corporation and the Building B1/B2 Corporation covenant and agree to adopt and be bound by the Shared Recreational Areas Budget prepared by the Shared Recreational Areas Committee, as part of their respective overall annual budget, and agree to pay and be solely responsible for their respective Proportionate Share of the Shared Recreational Areas Costs and as more particularly set forth in the Shared Recreational Areas Budget.

ARTICLE 6.00

SELF-HELP REMEDIES/INTEREST PAYABLE ON DEFAULTED PAYMENT

Self-Help Remedies

6.1

- (a) In the event any one Owner Party (the "Defaulting Party") fails to perform any of its obligations under this Agreement, the other Owner Party (referred to as the "Requesting Party") may provide the Defaulting Party with written notice requesting it to perform its obligations and if the required obligation to be performed is not commenced within seventy-two (72) hours of such notice being delivered, and is not diligently continued after the giving of such notice, or without any notice being required in the event of emergency, the Requesting Party shall be entitled to perform the obligations of the Defaulting Party, including without restricting the generality of the foregoing, the payment of any cost or expense required to be made by the Defaulting Party pursuant to this Agreement, including the performance of the required repair or replacement work, the hiring of contractors etc., and such Requesting Party shall be allowed entry onto the Defaulting Party's lands to achieve this purpose. The Defaulting Party agrees to pay directly to the Requesting Party, any cost or expense actually paid or incurred by the Requesting Party in performing the obligations of the Defaulting Party pursuant to this Agreement; provided, however, that any amount of costs or expenses paid or incurred by the Requesting Party as can clearly be demonstrated to be substantially in excess of the reasonable costs or expense which would properly have been paid had the Requesting Party exercised due diligence in the performance of such work shall not be recoverable against the Defaulting Party.

Interest Payable on Defaulted Payment

- (b) Any cost or expense incurred by the Requesting Party pursuant to this Section 6.1 shall bear interest at the rate equal to the prime rate of interest per annum charged by The Bank of Nova Scotia (Markham Main Branch) from time to time to its prime or best risk commercial customers plus 4% per annum, which interest shall accrue from the date such payment is made by the

Requesting Party, until reimbursement is made by the Defaulting Party. This responsibility to pay interest shall be the responsibility of the Defaulting Party whose default resulted in the Requesting Party being required to utilize the provisions of this Section 6.1.

Discretionary Payment

6.2 Each Owner Party shall be entitled to review all bills, invoices and receipts relating to any servicing cost or expense which such Owner Party is being asked to contribute to pursuant to this Agreement, but it is agreed that the Owner Party primarily responsible for arranging for the performance of such service, shall have reasonable discretion with regards to the means of performing the same and it is therefore agreed that the amount of any cost or expense actually paid or incurred by any Owner Party for any work so performed pursuant to this Agreement, shall not be challenged by the other Owner Party unless clearly demonstrated to be substantially in excess of the reasonable costs or expenses which would properly have been paid had such Owner Party, primarily responsible for arranging for same, exercised due diligence in the performance of such work.

Effect of Not Making Prompt Payment

6.3 Each Owner Party shall pay its Proportionate Share of the costs or expenses in the proportions and for the purposes set forth in this Agreement, promptly when request is made by the Declarant or any management company hired by the Declarant, or any Owner Party who pursuant to this Agreement had primarily arranged for the provision of same, and any cost or expense incurred in the collection of such costs, including all legal expenses incurred on a solicitor and his client basis shall be the sole liability of the Owner Party who has defaulted in paying same, and with such defaulting Owner Party being solely liable for any interest or penalty charges incurred and chargeable pursuant to this Agreement, by it not remitting any payment or charge when due.

Charging Provisions

6.4

(a) Each of the Owner Parties as owners of the A1/A2 Residential Lands and the Building B1/B2 Lands hereby grant, mortgage and charge in favour of the other as and by way of a continuing, fixed and specific mortgage and charge, all the lands and assets comprising their respective lands (and such that when any Owner Party comprises a corporation, such mortgage and charge shall be given over all the units and common elements comprising the corporation created on either of the A1/A2 Residential Lands or the Building B1/B2 Lands) such mortgage and charge to be given as security for the payment of their Proportionate Share of the cost or expenses required to be made by each one of them pursuant to this Agreement, and/or as security for any payments made by the non-defaulting Owner Party pursuant to Article 14.00 in respect of construction liens (the "Construction Lien Payments"), provided that the applicable provisions of the succeeding subparagraphs of this Section 6.4 shall apply to and qualify any such mortgage or charge in accordance with those provisions.

(b) Notwithstanding any provisions of the charge and mortgage being granted from and to either of the Owner Parties to each other pursuant to this Section 6.4, the said charge and mortgage shall only be enforceable by any such Owner Party to whom it is given, if all or any part of the Proportionate Share of the costs or expenses or any Construction Lien Payments which this mortgage and charge is intended to secure, is unpaid for a period longer than two (2) consecutive months from the time such payments are due and only if the Owner Party seeking to enforce this mortgage and charge makes such payments of all or any part of such costs or expenses or such Construction Lien Payments so payable by such defaulting Owner Party on its behalf, whereupon such mortgage and charge shall be enforceable against the property so secured thereby in accordance with this Section 6.4. Pursuant to this provision, any such Owner Party to whom such mortgage or charge is given may, but shall not be obliged to, make such payment of all or any part of such costs or expenses or such Construction Lien Payments which has not been paid and which this mortgage and charge is intended to secure.

- (c) The within described mortgage and charge granted in favour of any one Owner Party pursuant to this Section 6.4, shall be enforceable by the party to whom such mortgage and charge is herein granted, maintaining all those remedies granted to a mortgagee pursuant to the provisions of the *Mortgages Act* (Ontario), and any other applicable statutory provision or common law or equitable principle applicable thereto. In the event the Land Registrar requires any such Owner Party seeking to enforce such mortgage or charge against the registered title of the lands intended to be secured thereby, to apply to a Court of competent jurisdiction, for any order, direction, advice or authorization prior to such Land Registrar allowing the registered title of such lands to be amended as a result, such Owner Party seeking to enforce such mortgage or charge granted to it hereby shall forthwith apply to such Court for any such required order, direction, advice or authorization and the defaulting Owner Party hereby consents to any such application so being made for this purpose.
- (d) Alternatively, if the Land Registrar permits, such mortgage or charge asserted by any Owner Party pursuant to this Section 6.4 may be enforced by the filing of a Cautio or other notice that may be permitted by the provisions of the *Land Titles Act* (Ontario) or by any amendments thereto.
- (e) Any monies arising from any permitted sale of those lands encumbered by the mortgage or charge granted pursuant to this Section 6.4 shall be applied in the first place, to pay and satisfy the costs and charges of preparing for and making any sale as aforesaid, and all other costs and charges which may be incurred in and about the execution of any of the duties thereof resulting on the party enforcing the mortgage, and in the next place, to pay and satisfy such defaulting Owner Party's Proportionate Share costs or expenses required to be paid by this Agreement or any Construction Lien Payments, and interest thereon which such Owner Party was required to make in accordance with this Agreement, and finally to pay the surplus, if any, to such defaulting Owner Party, or to its successors and assigns.
- (f) For greater certainty and for the purpose of determining the priority of any mortgage or charge referred to in this Section 6.4 granted in favour of any other Owner Party relative to any other charge, mortgage or encumbrance, it is acknowledged and agreed by the Owner Parties hereto, that an advance under such mortgage or charge so referred to in this Section 6.4 shall be deemed to be made, only if and when the Owner Party to whom such mortgage and charge is given actually makes any payment of such defaulting Owner Party's Proportionate Share of such costs or expenses required to be made by it pursuant to this Agreement or any Construction Lien Payments, which can only be made by such Owner Party on behalf of such defaulting Owner Party, in strict accordance with the provisions of Section 6.4(b).

Therefore, any other charge, mortgage or encumbrance including any amendment thereto enjoys complete priority over the mortgage or charge referred to in this Section 6.4, to the extent that any and all advances made under any such other charge, mortgage or encumbrance arise prior to a point in time that payment of such defaulting Owner Party's proportionate allocated amount of such costs or expenses or Construction Lien Payments, is made by the Owner Party to whom such mortgage and charge is given, as is permitted to be made under of Section 6.4(b) above.

- (g) In any event, such mortgage and charge referred to in this Section 6.4 shall be deemed postponed and shall constitute a subsequent encumbrance to any mortgage or charge (including to any amendment or extension thereof, registered or secured against any of the A1/A2 Residential Lands or the Building B1/B2 Lands and including any one or more of any condominium units contained therein, whether prior to or subsequent to the date of registration of this Agreement pursuant to the *Land Titles Act* (Ontario) and to any and all advances made and any rights claimed under any such mortgage or charge or any amendment or extension thereto.

(n) For greater certainty, the execution by any Owner Party of a Certificate pursuant to the provisions of Article 15.00 of this Agreement to the effect that no Owner Party has advanced any monies on behalf of any defaulting Party pursuant to the provisions of this Section 6.4, or any statement made that any Owner Party has paid all its Proportionate Share of the costs or expenses to date that he was required to make hereunder or that no non-defaulting Owner Party was required to make any Construction Lien Payments, shall constitute irrefutable evidence and proof that neither Owner Party, as the case may be, maintains any claim for any amount due on any mortgage and charge referred to in this Section 6.4.

Mortgagee's Right to Assignment of Charge

6.5 Any mortgagee or chargee holding a mortgage or charge upon either the A1/A2 Residential Lands or the Building B1/B2 Lands or upon more than fifty (50%) percent of the units contained on any one of the Corporations shall, upon payment of the amount secured by such mortgage or charge, have the right to receive an assignment of that portion of the amount secured by any mortgage or charge referred to in Section 6.4 affecting those lands and/or such units. Such mortgagee shall give to the party asserting the mortgage or charge, a written notice offering to purchase or obtain a partial assignment of same, which notice shall set forth a date and time of closing and which shall not be less than ten (10) days nor more than thirty (30) days after the giving of such notice, and establishing a place of closing in the City of Markham. On the date of closing, the Owner Party asserting the mortgage or charge shall deliver to such mortgagee an instrument and if possible, so as to be capable of registration on title, assigning such portion of the mortgage or charge together with the portion of the debt secured thereby, upon payment by such mortgagee of the full amount for the time being, secured by the mortgage or charge, including interest thereon.

**ARTICLE 7.00
INSURANCE**

Physical Damage Insurance; Terms and Conditions

- 7.1 Each of the Corporations covenants and agrees to obtain and maintain insurance, in such manner as a prudent owner would, covering their respective interest in the Shared Recreational Areas and to provide, upon written request, the other parties with a copy of its insurance policy(ies) and particulars of its insurance broker(s). The Corporations covenant and agree to use commercially reasonable efforts to use the same insurance company with respect to insuring their interests in the Shared Recreational Areas.
- 7.2 The Shared Recreational Areas shall at all times be insured under an insurance policy or policies insuring against "all risks" as that term is commonly understood in the insurance trade, and for such other risks, casualties, and hazards as may from time to time be required to be carried and maintained by the declaration of any one of the Corporations, and in amounts equal to the full replacement value thereof, without deduction for depreciation. The policy or policies of insurance to be obtained with respect to the Shared Recreational Areas shall insure the interest of, or alternately name as co-insured, each of the appropriate Owner Parties, their managing agents, any unit owner of any of the Corporations or any registered encumbrancer of any such unit, as their interest may appear. In addition, all other provisions which are required to be contained, pursuant to any of the declarations of any of the Corporations, within their respective insurance policies, shall be contained in such insurance policies.
- 7.3 Without restricting the generality of the foregoing, this or these insurance policy or policies with respect to the Shared Recreational Areas shall contain the following provisions:
 - (a) waivers of subrogation against any Owner Party or, any of the unit owners of any unit within the Corporations, or their tenants and permitted occupants, and any managing agent of the Corporations, except for damage arising out of arson or fraud;
 - (b) provisions prohibiting its cancellation or substantial modification, without at least sixty (60) days written notice by registered mail to all parties whose interest appears thereon;

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- (c) waiver of defence based on co-insurance, or of invalidity arising from any act, omission or breach of statutory condition by any insured;
- (d) waiver of the insurer's option to repair, rebuild or replace in the event that after damage, the government of any part of the Corporations is terminated pursuant to the Act.

7.4 There shall be a separate agreement or acknowledgment provided by the insurer or its agent, to the effect that no insured, other than the Owner Parties shall be allowed to amend any policy or policies of insurance obtained and maintained pursuant to this Agreement and relating to the Shared Recreational Areas or to direct that loss shall be payable in any manner other than as provided in the declaration of any of the Corporations.

Liability Insurance

- 7.5 Each Owner Party shall arrange for and maintain public liability and property damage insurance with a limit of FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence, or such greater amount as is determined satisfactory by them acting under the advice of their insurance advisors.
- 7.6 These policies shall insure the interests of each Owner Party, the unit owners of any units within any of the Corporations and their respective managing agents, in the event any such managing agent is requested by any one of the Owner Parties to become an additional insured.
- 7.7 The risks to be insured against under such liability policies, shall include all such risks which should be maintained by prudent owners of comparable structure in the local municipality.
- 7.8 The provisions of Section 7.3, which list the provisions to be found in the damage insurance policy described therein, shall also apply to and be found in the said liability policies and which shall therefore apply thereto mutatis mutandis.
- 7.9 The said liability policies shall also contain suitable cross liability provisions, vis-a-vis each of the named insureds in the said policy.

Additional Insurance

7.10 Nothing in this Agreement shall be construed to prohibit either one of the Owner Parties from arranging for other insurance coverage, other than as specified in this Agreement, and the premium therefor shall be paid at the sole cost and expense of the Owner Party so arranging same.

ARTICLE 8.00
TERMINATION

Termination

8.1 This Agreement cannot be terminated other than by the consent of both of the Owner Parties, but can be terminated with such mutual consent. Except as may otherwise be agreed upon, if this Agreement is terminated, the easements and proprietary rights granted or confirmed hereby to each Owner Party and as benefiting each of the buildings and installations of each Owner Party, shall remain in full force and effect.

Termination of any one of the Corporations

8.2 On the termination of any one of the Corporations pursuant to the Act, the unit owners of the corporation so terminated, shall be jointly and severally liable to comply with all obligations and covenants of such corporation in this Agreement and will execute such further assurances as may be deemed necessary or desirable by the other Owner Party to give full force and effect to this paragraph.

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ARTICLE 8.00
FORCE MAJEURE

Force Majeure

8.1 Whenever and to the extent any Owner Party is prevented, hindered or delayed in the fulfillment of any obligation hereunder, or in the doing of any work or the making of any repairs or replacements by reason of force majeure, that Owner Party's liability to perform such obligation shall be postponed, and it shall be relieved from any liability in damages or otherwise for breach thereof, for so long as and to the extent such prevention, hindering or delay continues to exist. The term "force majeure" means any war or other similar catastrophe, act of the Queen's enemies, riot or insurrection, or the failure or inability of any governmental authority to supply any services or other public utility which serves the A1/A2 Residential Lands or the Building B1/B2 Lands.

ARTICLE 10.00
CERTIFICATE OF COMPLIANCE

Certificate of Compliance

10.1 Each Owner Party hereto agrees, at any time and from time to time during the term of this Agreement, within ten (10) days after written request, and the payment of a fee not in excess of \$100.00, by any Owner Party (save and except for a request from 1794352 Ontario Inc. or 1834372 Ontario Inc., which shall not be required to pay such fee) or by any other person (hereinafter called the "Requesting Party") to execute, acknowledge and deliver to the Requesting Party, a certificate stating:

- (a) Whether this Agreement has been modified and if so, the nature of such modifications, and confirming that it is in full force and effect.
- (b) Any existing default by any Owner Party or any other party under the agreement to its knowledge, and specifying the nature and extent thereof and in particular, whether an Owner Party has paid its proportionate allocated amount of costs or expenses it is required to pay hereunder, including whether any Owner Party claims a mortgage or charge pursuant to the provisions of Section 6.4 hereof.
- (c) Whether the Owner Party executing such Certificate has performed or caused to be performed, or is then performing or causing to be performed, any maintenance, repair or other work, or is making or has made any payment, the cost of which such Owner Party will, pursuant to this Agreement, be entitled to charge in whole or in part to the other Owner Party, but has not yet charged same to such other Owner Party.

If any Owner Party fails to execute and deliver such Certificate of Compliance to the Requesting Party within such ten (10) day period, then such non-complying Owner Party shall be deemed to have certified as follows:

- (i) that the Agreement has not been modified or altered from its registered form and that the Agreement continues to be in full force and effect;
- (ii) that there has been no default under the terms of the said Agreement by any of the Owner Parties to the Agreement;
- (iii) that each Owner Party has paid its proportionate allocated amount of all costs and expenses which are required to be paid under the terms of this Agreement and the non-complying Owner Party does not claim a mortgage or charge pursuant to the provisions of Section 6.4 of this Agreement; and
- (iv) that such non-complying Owner Party has not performed or caused to be performed and is not performing or causing to be performed any maintenance, repair or other work and has not made any payment, the cost of which such non-complying Owner Party would be entitled to charge in whole or in part to the other Owner Party.

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Estoppel Defence

10.2 The Certificate of Compliance as set forth in this Article 10.09, may be pleaded and shall constitute a complete defence by the Requesting Party to any action brought, or to a claim that is inconsistent with the facts recited in the said Certificate.

ARTICLE 11.00

ARBITRATION

- 11.1 Any dispute between the Owner Parties, (each being referred to as the "Participant" and collectively as "Participants"), arising during the term of this Agreement or after its termination, which touches upon the validity, construction, meaning, performance or effect of this Agreement or any of its terms and conditions, or the rights, obligations and liabilities of the parties hereto, shall be subject to arbitration pursuant to the Arbitration Act of Ontario, in accordance with the provisions hereinafter set out, and the arbitration decision shall be final and binding upon the parties hereto and shall not be subject to appeal.
- 11.2 Each Participant desiring arbitration shall, in its notice to the other party nominate one (1) arbitrator and shall notify the other Participant who is involved in the dispute, of such nomination. Such notice shall set forth a brief description of the matter submitted for arbitration and, if appropriate, the article or paragraph hereof pursuant to which such matter is so submitted. The other Participant shall within seven (7) business days after receiving such notice, each nominate in writing another arbitrator and shall give notice of such nomination to the first Participant desiring arbitration, and the arbitrators chosen by each Participant, shall within seven (7) business days after such notice, select from among them, a chairman of the arbitral tribunal. If said arbitrators shall be unable to agree in the selection of such chairman, the chairman shall be designated by the Ontario Superior Court of Justice, upon an application by any Participant to a single Judge of the Ontario Superior Court of Justice, upon notice to the other Participant. Such application is to be made within seven (7) business days of their inability to agree.
- 11.3 The arbitration shall take place in the City of Markham and the chairman shall fix the time and place in the City of Markham for the purpose of hearing such evidence and representations of the Participants as may present and, subject to the provisions hereof, the decision of the majority of them in writing, shall be binding upon the Participants both in respect of the procedure and the conduct of the Participants during the proceedings and the final determination of the issues therein. Said arbitrators including the chairman shall, after hearing any evidence and representations that the Participants may submit, make their decisions and reduce same to writing as quickly and as expeditiously as possible and deliver one (1) copy thereof to each of the Participants. The majority of the arbitrators may determine any matters of procedure for the arbitration not specified herein.
- 11.4 If the Participants receiving the notice of nomination of an arbitrator by the other Participant desiring arbitration, fails within the said seven (7) business days to nominate an arbitrator, then the arbitrator nominated by the first Participant desiring arbitration, may proceed along to determine the dispute in such manner and at such time as he shall think fit and his decisions shall, subject to the provisions hereof, be binding upon all the Participants and may be enforced to any court having jurisdiction thereof.
- 11.5 Notwithstanding the foregoing, any arbitration may be carried out by a single arbitrator if all Participants so agree, in which event the provisions of this Article shall apply mutatis mutandis.
- 11.6 The cost of the arbitration shall be borne by the Participants as may be specified in such determination, and shall be payable when a decision is rendered.
- 11.7 The arbitrators in undertaking such arbitration and in rendering their decision in respect thereof shall afford the parties an opportunity to be heard, and their decisions shall not in any material way diminish the value or adversely affect the use or enjoyment by any of the Corporations over their respective buildings and installations.

ARTICLE 12.00
BINDING EFFECT OF AGREEMENT

Provisions Run with the Land

12.1 The provisions of this Agreement are intended to run with the real property benefited and burdened thereby, specifically the A1/A2 Residential Lands and the Building B1/B2 Lands and shall be binding on and onerous for the benefit of the respective successors in title thereof.

Effective Date of Agreement

12.2 It is intended that notwithstanding the actual date of execution of this Agreement by the parties hereto, this Agreement, and its terms and provisions, shall take effect from the date of registration of the declaration of the Corporation which shall constitute the effective date of this Agreement.

Termination of Liability of the B1/B2 Owner

12.3 Upon a sale, transfer or conveyance by the B1/B2 Owner (or any successor declarant of it) of any unit within the proposed Building B1/B2 Corporation, the B1/B2 Owner shall be automatically released and discharged pro tanto from any of the liabilities and obligations it would bear hereunder as the owner of such unit or proposed unit, sold, transferred or conveyed, and it shall no longer be liable to the other Owner Party, for any breach of this Agreement caused or occurring subsequent to the date of such sale, transfer or conveyance relative to such unit. Correspondingly, such person to whom such unit is sold, transferred or conveyed by the B1/B2 Owner and any other person to whom such unit is subsequently sold, transferred or conveyed shall assume pro tanto such liability and obligations in respect of such unit from the effective date of such sale, transfer or conveyance transaction. Insofar as the burden of such liability and obligations are capable of passing to such persons by operation of law.

12.4 Upon the creation of the Building B1/B2 Corporation as a corporation under the Act, or upon a sale of any of the lands upon which such corporation is proposed to be created, prior to its registration, and the assumption of the B1/B2 Owner's covenants and obligations hereunder by such transferee, the B1/B2 Owner shall be automatically released and discharged pro tanto from any of its liabilities and obligations hereunder as owner of the Building B1/B2 Lands with the result that it shall no longer from such time be liable to the other parties to this Agreement for any breach of this Agreement caused or occurring subsequent to such date relative to the lands over which such corporation is so registered or which has been so transferred. Correspondingly such Building B1/B2 Corporation so registered or the transferee of any such land shall assume pro tanto such liability and obligations in respect of such lands from such date.

Reciprocal Benefit and Burden

12.5 The parties hereto expressly declare their mutual intention and agreement, that the principles of reciprocal benefit and burden shall apply to their relationship, and as such, the Owner Parties hereby acknowledge and agree that each of the easements, rights and privileges hereinbefore set forth in this Agreement, establish a basis for the mutual and reciprocal use and enjoyment of certain parts of the A1/A2 Residential Lands and the Building B1/B2 Lands and including those certain parts of such lands which are being used and enjoyed by both of the Owner Parties to varying degrees. As an integral and material consideration for the continuing enjoyment of and right to the use and enjoyment by each one of the Owner Parties of such easements, rights and privileges as are granted to them or confirmed in this Agreement, each Owner Party hereto should, and does hereby accept and agree to assume the burdens and obligations imposed on such party herein and agrees to be bound by each and every one of the covenants made by them in this Agreement, subject to any provision of this Agreement to the contrary. The continued enjoyment by any Owner Party hereto to any easement, right or privilege hereby granted or confirmed herein shall be dependent and conditional upon that Owner Party contributing to the cost and expense of the operation, maintenance, repair, replacement and inspection of that easement, right or privilege in accordance therewith. The failure by any Owner Party to so contribute according to its Proportionate Share of applicable costs, shall, at the option of the other Owner Party lead to the suspension of its enjoyment of such easement, right or privilege. The benefits to any Owner Party hereunder arising from any term or provision of this Agreement shall be construed

as interdependent with the requirement by such Owner Party to perform those obligations hereunder.

**ARTICLE 13.00
COMPLIANCE WITH LAW**

13.1 Each of the Owner Parties, in performing their respective obligations and exercising their respective rights under this Agreement, covenants and agrees to comply with all rules, laws, orders, ordinances, regulations and requirements of any government, whether imposed by the local municipality, or by any governmental agency having jurisdiction over the all of their property.

**ARTICLE 14.00
CONSTRUCTION LIENS**

14.1 Each Owner Party covenants and agrees to forthwith make any required payment or filing of any security, so as to forthwith remove any construction lien which encumbers the Shared Recreational Areas, or any portion(s) thereof, and/or affects the buildings and installations contained therein of the other Owner Party, but no later than within thirty (30) days of receipt of the written request by any one Owner Party and if not done within 30 days of such receipt, such other Owner Party may make the payment requisite to remove such construction lien on the defaulting Owner Party's behalf.

**ARTICLE 15.00
INDEMNIFICATION**

Indemnification

15.1 Each Owner Party agrees to indemnify and save each other harmless from all costs, expenses, damage and liability that it may suffer or incur as a result of any such Owner Party not complying with any of the terms of this Agreement.

**ARTICLE 16.00
FURTHER ASSURANCES**

Further Assurances

16.1 The Owner Parties, covenants and agree to execute whatever further documents or assurances as are required to give effect to any and all provisions of this Agreement.

**ARTICLE 17.00
GENERAL**

Gender

17.1 This Agreement shall be construed with all changes of number and gender required by the context.

Headings

17.2 The titles to Articles have been inserted as a matter of convenience and reference only and do not define, limit or enlarge the scope or meaning of this Agreement or any provisions hereof.

Severability

17.3 If any provisions of this Agreement is determined by a Court of competent jurisdiction to be illegal or beyond the powers or capacity of the party or parties bound hereby, or in the event any part or provision of this Agreement is liable to determination pursuant to any provision of the Act, such provisions or part shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect mutatis mutandis. For purposes of giving effect to this paragraph, each section, clause, paragraph or article of this Agreement shall considered severable from every remaining section, clause, paragraph or article of this Agreement.

The Planning Act

17.4 The provisions of this Agreement are subject to the provision of the Planning Act (Ontario) where

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applicable.

Perpetuity - Limitation or Exercise of Relocation Easements

17.5 It is understood and agreed by the Owner Parties, that any provisions herein requiring the creation of new easements or rights or providing for easements as arise in the future, shall survive until the expiration of twenty-one years from the death of the last survivor of the issue of Her Majesty, Queen Elizabeth II, the present Queen of Canada, who were both as at the effective date of this Agreement.

ARTICLE 18.00
NOTICE PROVISIONS

18.1 All notices, requests, demands or other communications by the terms thereof required, or permitted to be given by one party to another, shall be given in writing by personal delivery or by registered mail, postage prepaid, addressed to the other party or delivered to such other party as follows:

(a) To the Corporation at:
c/o Online Property Management Inc.
One Steelcase Road West, Unit 6
Markham, Ontario L3R 0T3

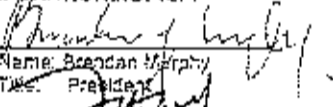
(b) To the B1/B2 Owner at:
c/o Online Property Management Inc.
One Steelcase Road West, Unit 6
Markham, Ontario L3R 0T3

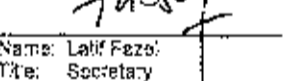
or at such other address as may be given by any of them to the others in writing from time to time, and such notices shall be deemed to have been received when delivered, or if mailed, on the second business day after the mailing thereof; provided that if any such notice, request, demand, acceptance or other communication shall have been mailed and if regular mail service shall be interrupted by strike or other irregularities on or before the second business day after the mailing thereof, such notices, requests, demands, acceptances and other communications shall be deemed to have been received on the same business day following the delivery of such notice, request, demand or other communication as the case may be.

IN WITNESS WHEREOF the parties hereto, have executed this Agreement:

SIGNED, SEALED AND DELIVERED
in the presence of

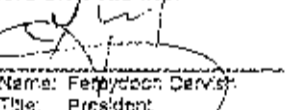
YORK REGION STANDARD CONDOMINIUM
CORPORATION NO. 1271

per: 
Name: Brendan Murphy
Title: President

per: 
Name: Latif Fezo
Title: Secretary

(We have authority to bind the Corporation.

1834372 ONTARIO INC.

per: 
Name: Fetpyoon Cervist
Title: President

(We have authority to bind the Corporation.

Exhibit B4

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

Properties

PIN 03021 - 0330 LT
Description PT LT 18 REGISTRAR'S COMPILED PLAN 10327 PTS 1 TO 4, 65R32838; EXCEPT PTS 1 TO 10, 65R32918; S/T EASE OVER PT 2 65R32838, AS IN M466010; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1, 65R33737 AS IN YR1891891; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2042139; TOWN OF MARKHAM
Address MARKHAM

Consideration

Consideration 50.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name 1601126 ONTARIO INC.
Address for Service 1 Steelcase Road West
Unit 8
Markham, ON L3R 0T3

I, FERAYDOON DARVISH, PRESIDENT, and LATIF FAZEL, SECRETARY, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Waltraud Boccagnella 7501 Keele Street, Ste. 200 acting for Signed 2013 12 16
Concord Applicant(s)
L4K 1Y2
Tel: 905-760-2600
Fax: 905-760-2900

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

Submitted By

BRATTYS LLP 7501 Keele Street, Ste. 200 2013 12 16
Concord
L4K 1Y2
Tel: 905-760-2600
Fax: 905-760-2900

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

File Number

Applicant Client File Number: 199779

MAINTENANCE, EASEMENT AND CONTINUING INDEMNITY AGREEMENT

THIS AGREEMENT MADE as of the 16th day of December, 2013.

BETWEEN:

1891128 ONTARIO INC. ✓
a corporation incorporated pursuant to the laws of Ontario
(hereinafter referred to as the "Owner")

-and-

1794391 ONTARIO INC. ✓
a corporation incorporated pursuant to the laws of Ontario

-and-

1794390 ONTARIO INC. ✓
a corporation incorporated pursuant to the laws of Ontario

-and-

1794392 ONTARIO INC. ✓
a corporation incorporated pursuant to the laws of Ontario

-and-

1834372 ONTARIO INC. ✓
a corporation incorporated pursuant to the laws of Ontario

-and-

1886780 ONTARIO INC. ✓
a corporation incorporated pursuant to the laws of Ontario

-and-

THE CORPORATION OF THE CITY OF MARKHAM

(hereinafter referred to as the "City")

of the Seventh Part

WHEREAS the Owner is the current registered owner of those lands and premises in the City of Markham described in Schedule "A" hereto (the "World on Yonge Lands");

AND WHEREAS the World on Yonge Lands include, inter alia, those lands and premises described in Schedule "B" hereto the "Below Grade Strata Lands" as well as those lands and premises described in Schedule "C" hereto (the "Park Lands");

AND WHEREAS the Park Lands include, inter alia, lands that are situate directly above parts of the Below Grade Strata Lands;

AND WHEREAS the Owner entered into a Site Plan Control Agreement with the City dated the 24th day of January, 2011, registered on file as Instrument No. 1647679, as amended by the Amendment to Site Plan Control Agreement dated the 15th day of June 2012, registered on file as Instrument No. YR1856555 and the Amendment to Site Plan Control Agreement dated the

30th day of October, 2013 and registered on title as instrument No. YR2059362 (together the "Development Agreement") pertaining to the development of, inter alia, the World on Yonge Condominium Lands (as defined hereinafter) and the Park Lands;

AND WHEREAS the Development Agreement contemplated the construction by the Owner of the multiple residential, commercial, retail and other uses condominium projects proposed to consist of several condominiums (collectively, the "World on Yonge Condominiums" and each such condominium is herein referred to as a "World on Yonge Condominium") upon the lands comprising World on Yonge Lands but excluding the Park Lands (the "World on Yonge Condominium Lands"), including, without limitation, the construction of a private underground parking garage (the "Parking Garage"), part of which was to be situate within the Below Grade Strata Lands;

AND WHEREAS the parks located or to be located on the Park Lands are herein referred to as the "Park";

AND WHEREAS the Owner or the Declarant has constructed or is constructing the World on Yonge Condominiums, including, without limitation, construction of that portion of the Parking Garage situate within the Below Grade Strata Lands;

AND WHEREAS the Owner or a successor entity will, following the construction of the parkland improvements on the Park Lands, convey the Park Lands to the City in accordance with the terms of the Development Agreement, subject to the City's receipt of certification from the Owner's structural engineer, in a form satisfactory to the City's Director of Planning and Urban Design, that the support structures in the Parking Garage within the Below Grade Strata Lands have been designed to provide full and proper support for that part of the Park which is located directly above the Below Grade Strata Lands and that the parkland improvements constructed thereon by the Owner do not exceed the structural design load limits of the support structures in the Parking Garage and subject to the Easements (hereinafter defined) in favour of the City being conveyed to the City pursuant to the terms of this Agreement;

AND WHEREAS the Development Agreement contemplates the Owner entering into this Maintenance, Easement and Continuing Indemnity Agreement to provide, inter alia, for the use and regulation of easements, the maintenance and repair of the Park and the Parking Garage within the Below Grade Strata Lands, and the exchange of covenants in respect of damages that may occur to the Parking Garage within the Below Grade Strata Lands as a result of the development, use and maintenance of the Park, and in respect of damages that may occur to the Park as a result of the development, use, maintenance, repair or replacement of the Parking Garage within the Below Grade Strata Lands and whereas this agreement is intended to be the agreement so contemplated;

AND WHEREAS the Owner and plans to convey the World on Yonge Condominium Lands or parts thereof to 1794391 ONTARIO INC., 1794390 ONTARIO INC., 1794392 ONTARIO INC., 1834372 ONTARIO INC., 1808780 ONTARIO INC. (collectively, the "Declarants");

AND WHEREAS each of the Declarants will be registering a condominium on title to a part of the World on Yonge Lands, pursuant to the provisions of the *Condominium Act, 1998, S.O. 1998, c-19* (the "Act") in the near future;

AND WHEREAS each of the Declarants have executed this Agreement to confirm their agreement to be bound by the obligations and liabilities of the Owner contained in this Agreement upon becoming the registered owner of the World on Yonge Condominium Lands, in whole or in part, subject to the terms of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each party

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hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree, to and with each other, as follows:

ARTICLE 1.00 - RECITALS

1.01 The parties hereby confirm the veracity of the foregoing recitals, and agree with same, both in substance and in fact.

ARTICLE 2.00 - DEFINITIONS

2.01 Specific Terms

In addition to any other words, terms or phrases specifically defined elsewhere in this Agreement, the terms or phrases set out below shall have the meanings respectively ascribed to them as follows:

- a) **"Agreement"** shall mean the within agreement and all written amendments hereto and all schedules referred to herein and shall also be deemed to include any assumption agreement whereby a World on Yonge Condominium assumes the obligations of the Owner and/or the respective Declarant of the subject World on Yonge Condominium under this Agreement, and any supplementary agreement(s) or counterpart agreement(s) which affirms, amends and/or supersedes the original Agreement;
- b) the **"Benefiting Party"** shall mean, with respect to the Easements, the owner of the dominant tenement that is entitled to the benefit of such Easements, provided however, that for the purposes of this Agreement, the term **"Benefiting Party"** shall, where applicable, include each of the World on Yonge Condominiums once same is registered under the Act;
- c) **"Business Day"** shall mean a day that is not a Saturday, Sunday or statutory holiday in the Province of Ontario;
- d) **"Declarants"** shall mean collectively 1794391 ONTARIO INC., 1794390 ONTARIO INC., 1794392 ONTARIO INC., 1834372 ONTARIO INC., and 1806750 ONTARIO INC., and **"Declarant"** shall mean any one of 1794381 ONTARIO INC., 1794390 ONTARIO INC., 1794392 ONTARIO INC., 1834372 ONTARIO INC., 1806750 ONTARIO INC. individually;
- e) the **"Declarations"** shall mean the registered declarations of each of the condominiums to be registered over the the World on Yonge Lands;
- f) the **"Easements"** shall mean, collectively, the Maintenance and Repair Easement and the Support Easements described in section 3.01, and any other easements or rights in the nature of easement hereafter created between the Below Grade Strata Lands and the Park Lands and the term **"Easement"** shall mean any particular Easement as dictated by the context in which said term is used;
- g) the **"Easement Areas"** shall mean collectively those portions of the Total Stratified Site which are subject to the Easements and the term **"Easement Area"** shall mean any particular portion of the Easement Areas as dictated by the context in which said term is used;
- h) **"Emergency"** shall mean any circumstance(s) or event(s) involving danger to, or the safety of, persons, danger of substantial property damage or loss and/or the suspension of any utility or service to the World on Yonge Condominium Lands or any portion(s) thereof or any improvements thereon and/or the Park Lands or any portion(s) thereof or any improvements thereon, as the case may be, whether actually occurring or imminent;

- 10.
- j) the "Governmental Authorities" shall mean the City, and all other governmental authorities or agencies having jurisdiction over the World on Yonge Lands;
 - j) "Grade" means an imaginary plane distant 0.2 metres above, and measured perpendicularly from the finished upper surface of the concrete roof slab of the Parking Garage;
 - k) the "Maintenance and Repair Easements" shall mean the Easements set out in section 3.01(a) of this Agreement;
 - l) the "Owner Party" shall, in respect of the World on Yonge Condominium Lands mean the Owner, the Declarants or any one of the Declarants and the World On Yonge Condominiums during their respective ownership of the World on Yonge Condominium Lands, in whole or in part, and in respect of the Park Lands means the Owner or the Declarants or any one of the Declarants owning the Park Lands prior to the transfer of the Park Lands to the City, and the City after such transfer has taken place;
 - m) the "Servient Lands" shall mean servient tenement(s) in respect of the Easements which are subject to the burden of same, and the "Servient Owner" shall mean the owner of the Servient Lands, or, where applicable, the World on Yonge Condominiums;
 - n) the "Support Easements" shall mean the Easement(s) set out in section 3.01(b) and (c) of this Agreement;
 - c) the "Support Structure" shall mean those portions of the structural members, columns, footings, structural walls, ceiling slabs, floor slabs, and any other component of any building, structure, improvement, and/or soil now or hereafter comprising part of the Total Stratified Site, upon which any other part of either the Parking Garage within the Below Grade Strata Lands and/or the Park, require or rely upon for the purposes of support; and
 - p) the "Total Stratified Site" shall mean, collectively, the Below Grade Strata Lands and the Park Lands.

ARTICLE 3.00 - THE EASEMENTS

3.01 Confirmation of Easements

The parties hereby acknowledge, agree and confirm that the Easements described in Section 3.01 shall be created or reserved (pursuant to the provisions of Section 20 of the Act and Section 40(1) of the Land Titles Act, R.S.O. 1990, as amended) either in (a) the World on Yonge Condominium Declaration(s) which includes the lands subject to or benefiting from same; or (b) in the event that the Park Lands are to be conveyed to the City prior to all of the World on Yonge Condominium being registered over any part of the Easement Areas, by separate easement(s) to be registered on title to the said Easement Areas. In the event that one or more of the Easements are being created by separate registration as described, the Owner shall at its cost, prepare a reference plan to depict the Easement Areas to the satisfaction of the City. In addition, all Easements shall be conveyed to the City prior to or simultaneously with the conveyance of the Park Lands to the City. The Owner acknowledges and agrees that the City shall have no obligation to accept the conveyance of the Park Lands prior to the Easements to the City being conveyed pursuant to this Agreement.

The following Easements shall be conveyed or reserved:

Maintenance and Repair Easement

- a) an easement, right of way and right in the nature of an easement in, on, over, along, upon, across and through the Park Lands to and in favour of the World on Yonge Condominium;

Lands, for the following purposes:

- i) maintaining, altering, repairing, restoring, reconstructing, replacing, inspecting and monitoring that part of the Parking Garage within the Below Grade Strata Lands; and
- ii) providing pedestrian and vehicular access for service personnel and service vehicles, equipment, materials and/or machinery required to maintain, repair, replace and/or inspect that part of the Parking Garage within the Below Grade Strata Lands;

Support Easements

- b) an easement for support, or right of support, in favour of the World on Yonge Condominium Lands from and by any Support Structure located from time to time within the Park Lands for the purposes of providing support to that part of the Parking Garage within the Below Grade Strata Lands and/or any other improvement or lands within the World on Yonge Condominium Lands;
- c) an easement for support, or right of support, in favour of the Park Lands from and by any Support Structure located from time to time within the Below Grade Strata Lands for the purposes of providing support to the Park Lands.

3.02 Invalidity of Easements

Without limiting the generality of the foregoing, and to the extent that any of the Easements shall be finally interpreted or adjudged (by a court of competent jurisdiction) as failing to, or incapable of, creating a right or interest in land, any such Easement so adjudged or interpreted shall be deemed to constitute a licence in favour of those parties and for those specific purposes, as set out herein and the parties hereto shall execute any and all documentation that may be required in order to give further effect to this provision.

3.03 General Use of Easements

- a) The use and enjoyment of the Easements by the Benefiting Party shall be subject to the overriding provisions and/or restrictions set forth in this Agreement.
- b) The Benefiting Party, in its rights under the Easements, shall act (and cause any other persons using the Easements to act) in a prudent and reasonable manner and in accordance with all applicable laws so as to minimize (insofar as is reasonably possible) the interference and inconvenience occasioned thereby to the Servient Owner.

3.04 Use of Maintenance and Repair Easement

- a) There shall be no obstruction or suspension (partial, temporary or otherwise) of the Maintenance and Repair Easement if same would result in the interruption of utilities and/or services to the Benefiting Party, save and except (i) in the case of an Emergency; (ii) where a temporary obstruction or suspension of no more than three (3) hours is necessary to permit maintenance and/or repair of the Servient Lands and the Servient Owner has provided the Benefiting Party with at least forty-eight (48) hours prior written notice of the temporary obstruction or suspension; or (iii) where a temporary obstruction or suspension of more than three (3) hours is necessary to permit maintenance and/or repair of the Servient Lands and the Servient Owner has provided the Benefiting Party with five (5) Business Days prior notice of the temporary obstruction or suspension, which notice shall specify the intended time of commencement and completion of such obstruction or suspension, and provided that the Servient Owner has arranged for provision of temporary replacement utilities and/or services to the Benefiting Party during such period of obstruction and completion.
- b) Except in the case of an Emergency, no entry pursuant to the Maintenance and Repair

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Easement shall be made unless and until five (5) Business Days prior written notice of the intention to enter is given to the Servient Owner, which notice shall specify the intended time of commencement and completion of the work intended to be carried out.

3.05 Use of Support Easements

There shall be no obstruction or suspension (partial, temporary or otherwise) of any Support Structure or of the Support Easements, unless and until sufficient alternate measures providing for the support of any buildings, installations, structures, improvements and appurtenances of the Benefiting Party have been implemented to the satisfaction of the Benefiting Party, acting reasonably.

ARTICLE 4.00 - MAINTENANCE AND REPAIR

4.01 Maintenance and Repair of Parking Garage

The Owner hereby covenants to properly maintain and repair that part of the Parking Garage within the Below Grade Strata Lands at all times, at its own expense, in a manner consistent with prevailing standards for a residential or retail underground parking garage, whichever standard is higher.

4.02 Waterproofing Membrane for Parking Garage

The Owner warrants that a protection system, comprising of a waterproofing membrane, comprised of filter cloth and free draining granular material to a depth of 200 mm above the top of the roof slab constructed to protect the roof slab of the Park Garage (the "Waterproofing System") has, in the area of the Below Grade Strata Lands, been properly installed and that same is located entirely below Grade and within the boundaries of the World on Yonge Condominium Lands. The Owner covenants to properly maintain and keep the Waterproofing System in good condition at all times and at its own expense.

4.03 Support Structures in the Parking Garage

The Owner warrants that the Support Structures in the Parking Garage within the Below Grade Strata Lands have been constructed in accordance with all applicable codes and provide full and proper support for that part of the Park which is located directly above a portion of the Below Grade Strata Lands. The Owner covenants to properly maintain and repair all Support Structures in the Parking Garage which provide support to the Park. The City covenants and warrants not to erect or create or permit any buildings, structures, installations, improvements or other loads within the Park or Park Lands which will increase the load supported by the Support Structures beyond the permissible load limits specified by the Owner's consulting structural engineers, Jablonsky, Asf and Partners, (the "Structural Engineer"), as calculated and set out in the letter from the Structural Engineer attached hereto as Schedule "D" (the "Permissible Load Limits"). Prior to the transfer of the Park Lands by the Owner or a successor in title to the City, the Owner shall provide the City with the certificate of the Structural Engineer, in a form satisfactory to the City's Director of Planning and Urban Design, that the Support Structures in the Parking Garage within the Below Grade Strata Lands have been designed to provide full and proper support for that part of the Park which is located directly above the Below Grade Strata Lands and that the parkland improvements constructed thereon by the Owner do not exceed the Permissible Load Limits of the Support Structures in the Parking Garage.

4.04 Support for Parking Garage

Subject to the provisions of clause 4.05(b) and 4.03, the City may undertake any work, alteration, excavation, repair, construction and development of the Park Lands consistent with its use as a public park (the "Park Alterations").

4.05 Approval of Proposed Alterations

- a) The Owner shall submit to the City, for its approval, acting reasonably, plans and specifications for any proposed repairs, alteration, restoration, replacement and/or reconstruction of any of the Support Structures in the Parking Garage within the Below Grade Strata Lands that may affect the use or enjoyment of the Park or the support provided by the Support Structures for the Park. Once a World on Yonge Condominium has been registered on the lands on which such Support Structures are located, in whole or in part, and has assumed obligations of the Owner and/or the respective Declarant under this Agreement, the subject World on Yonge Condominium shall, until the Park Lands have been transferred by the Owner to the City, submit to both the City and the Owner, for their respective approval, acting reasonably, plans and specifications for any proposed repairs, alteration, restoration, replacement and/or reconstruction of any of the Support Structures in the Parking Garage within the Below Grade Strata Lands that may affect the use or enjoyment of the Park or the support provided by the Support Structures for the Park.
- b) Following the transfer of the Park Lands by the Owner or a successor in title to the City, the City shall not, without the prior approval of the Owner, which may not be unreasonably withheld, carry out any Park Alterations which may cause loads exceeding the Permissible Load Limits to be placed on the Support Structures or which may in any way cause any damage to the Parking Garage, including, without limitation, the Support Structures or the Waterproofing System or any other portion (s) of the World on Yonge Condominium Lands or the Improvements located thereon. The City shall deliver to the Owner at least thirty (30) days prior written notice of any such proposed Park Alterations for the Owner's approval, together with the detailed plans and specifications for the proposed Park Alterations, as well as a detailed repair/remediation/mitigation plan to be carried out at the City's sole cost and expense. If the Owner fails to respond by the end of such 30 day notice period, then it will be deemed to have given its approval. The Owner may refuse such approval only where it reasonably anticipates that the proposed Park Alterations will cause loads exceeding the Permissible Load Limits to be placed on the Support Structures or will otherwise cause damage to the Parking Garage, including the Support Structures or Waterproofing System or any other portion (s) of the World on Yonge Condominium Lands or the Improvements located thereon and where it is not satisfied, acting reasonably with the City's proposed repair/remediation/mitigation plan.
- c) Prior to the transfer of the Park Lands by the Owner or a successor in title to the City, the Owner shall be entitled to complete all parkland improvements to the Park, if any as required pursuant to the Development Agreement, without requiring any consent or approval from the World on Yonge Condominium, provided that all such work shall be carried out without exceeding the Permissible Load Limits on the Support Structures.

4.06 Restoration of Damage

- a) In the event that any deterioration, degradation, physical alteration or damage is caused to the Park in the course of the Owner's use or exercise of the Maintenance and Repair Easement, or in connection with any work carried out by the Owner or its authorized contractors with respect to the Support Structures in the Parking Garages or in the course of any other work carried out by the Owner or its authorized contractors within the Parking Garage, then such damage shall be forthwith restored and/or repaired (as the case may be) by the Owner to substantially the same condition as existed prior to the occurrence of such physical alteration or damage, all at the sole cost and expense of the Owner.
- b) In the event that any physical alteration or damage is caused to the Parking Garage in the course of the Owner's use of the Park, or in the course of any excavation or other works carried out by the Owner or its authorized contractors within the Park, then such damage shall forthwith be restored and/or repaired by the Owner to substantially the same condition as existed prior to the occurrence of such physical alteration or damage, all at the sole cost and expense of the Owner.

- c) In the event that any physical alteration or damage (normal wear and tear excepted) is caused to the Parking Garage in the course of the City's or public's use of the Park, or in the course of any excavation or other works carried out by the City or its authorized contractors within the Park, then such damage shall forthwith be restored and/or repaired by the City to substantially the same condition as existed prior to the occurrence of such physical alteration or damage, all at the sole cost and expense of the City.

4.07 Parking Garage Condition Assessments

Each World on Yonge Condominium, once created, shall provide to the City copies of any assessments, audits, reports and reserve fund studies and updates that it may obtain from time to time as required pursuant to the Act in respect of the Parking Garage or any portion thereof. Without limiting the foregoing, following the registration of the World on Yonge Condominium, reserve fund study updates for the Parking Garage shall be obtained every three (3) years by the World on Yonge Condominium and copies thereof shall be provided to the City.

4.08 City's Right to Inspect

Upon at least seven (7) days prior written notice to the Owner, the City shall have the right to enter the Parking Garage for the purpose of inspecting that part of the Parking Garage within the Below Grade Strata Lands.

ARTICLE 5.00 - SELF-HELP REMEDY

5.01 Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is expressly understood and agreed by the parties hereto that:

- a) In the case of an Emergency, the City (or the Owner prior to the transfer of the Park Lands to the City) shall be entitled to enter the Parking Garage and carry out such repairs to the Structural Supports within that part of the Parking Garage within the Below Grade Strata Lands as may be required in order to prevent injury to persons, substantial property damage or loss to the Park and/or the suspension of any utility or service to the Park provided, however, that in such circumstances reasonable efforts shall be made to give prior notice to the Owner of the nature of the Emergency (and of the nature and scope of the work necessary to be undertaken in light of the Emergency), prior to undertaking the Emergency work.
- b) In the case of an Emergency, the Owner shall be entitled to enter the Park Lands and carry out such repairs or work to the Structural Supports and repairs or works to the Waterproofing System within that part of the Parking Garage within the Below Grade Strata Lands as may be required in order to prevent injury to persons, substantial property damage or loss to the Park and/or the suspension of any utility or service to the Park provided, however, that in such circumstances reasonable efforts shall be made to give prior notice to City (or to the Owner prior to the transfer of the Park Lands to the City) of the nature of the Emergency (and of the nature and scope of the work necessary to be undertaken in light of the Emergency), prior to undertaking the Emergency work or repairs.

In the event that:

- i) an Owner Party fails to implement, carry out and/or complete any maintenance or repair which it is obliged to implement, carry out and/or complete pursuant to the provisions of this Agreement; or
- ii) an Owner Party fails to obtain and maintain any insurance which it is obliged to obtain and maintain pursuant to the provisions of this Agreement hereof

(and for the purposes of this Agreement, the party failing to carry out such maintenance or repair, or failing to obtain such insurance, as the case may be, contrary to the provisions of this Agreement, shall hereinafter be referred to as the "Defaulting Party", and other party,

shall hereinafter be referred to as the "Non-Defaulting Party"), then provided:

- i) written notice has been delivered to the Defaulting Party, setting out the nature or substance of the default complained of, by the Non-Defaulting Party; and
- ii) rectification of the default described in the aforesaid notice has not commenced within fourteen (14) days of the Defaulting Party's receipt of said notice and thereafter diligently completed;

the Non-Defaulting Party shall thereafter be entitled to carry out and complete the maintenance and repair for and on behalf of the Defaulting Party, or to obtain and maintain the insurance for and on behalf of the Defaulting Party, as the case may be and all costs and expenses incurred by the Non-Defaulting Party in connection with any of the foregoing matters shall be paid by the Defaulting Party to the Non-Defaulting Party within thirty (30) days of written demand therefor.

6.03 The parties hereto hereby acknowledge and agree that the amount of any costs incurred by the Non-Defaulting Party in connection with any of the foregoing matters shall not be challenged by any of the Defaulting Party, unless such amount is clearly demonstrated to be substantially in excess of the reasonable costs that would otherwise have been incurred by the Defaulting Party in connection therewith.

ARTICLE 6.00 - COVENANTS AND INDEMNIFICATION OF CITY

6.01 The Owner hereby covenants and agrees to forthwith repair and/or replace any landscaping, equipment or other property (both real property and personal property) within the Park Lands which is altered, damaged or destroyed by the Owner and/or its employees, agents, representatives, contractors and/or subcontractors, as the case may be, or by anyone else for whom the Owner is in law responsible or liable (either vicariously or otherwise) in the course of exercising its rights hereunder.

6.02 The City hereby covenants and agrees to forthwith repair and/or replace any landscaping, equipment or other property (both real property and personal property) within the World on Yonge Condominium Lands which is altered, damaged or destroyed by the City or its employees, agents, representatives, contractors and/or subcontractors, or by anyone else for whom the City is in law responsible or liable (either vicariously or otherwise), in the course of exercising its right hereunder.

6.03 The Owner hereby covenants and agrees in favour of the World on Yonge Condominium, once same is registered under the Act, and as long as the Owner remains the owner of the Park Lands, to forthwith repair and/or replace any landscaping, equipment or other property (both real property and personal property) within the World on Yonge Condominium Lands which is altered, damaged or destroyed by the Owner or its employees, agents, representatives, contractors and/or subcontractors, or by anyone else for whom the Owner is in law responsible or liable (either vicariously or otherwise), in the course of exercising its right hereunder as owner of the Park Lands.

6.03 Subject to the foregoing provisions of this Article, the Owner hereby covenants and agrees to indemnify and save the City harmless from and against all costs, claims, damages and/or liabilities which any person may hereafter suffer or incur as a result of (or in connection with) the use of easements pursuant to this Agreement, failing to maintain or repair its property and/or the Owner's breach of its representations, warranties and covenants in this Agreement, provided, however, that the City shall not be indemnified for its own acts or instances of negligence or wilful misconduct (or for the negligence or wilful misconduct of those for whom the City is in law responsible or liable, either vicariously or otherwise).

ARTICLE 7.00 - INSURANCE

7.01 Each of the Owner Parties (each of said parties being hereinbefore and hereinafter

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Individually referred to as a "Responsible Party" and with said parties being hereinbefore and hereinafter collectively referred to as the "Responsible Parties") shall at all times cause their respective portions of the Total Stratified Site (the "Respective Portions") to be insured by the following insurance coverage, namely:

- (a) public liability insurance with respect to incidents or occurrences happening upon their Respective Portions, providing a minimum coverage of \$5,000,000.00 per occurrence (the "Public Liability Insurance"); and
- (b) all risk fire and property damage insurance sufficient to cover 100% of the repair and/or replacement cost of all damaged property (both realty and personally) situate within (or comprising part of) their Respective Portions (the "Property Insurance").

7.02 Each of the insurance policies obtained and maintained pursuant to the foregoing provisions of the preceding section shall, to the extent that such provisions are available in the insurance industry:

- (a) name each of the Owner Parties as its interest may appear as a named or additional insured (or co-insured);
- (b) not contain a co-insurance clause other than an agreed amount co-insurance clause;
- (c) contain a provision obliging the insurer not to cancel or alter (or refuse to renew) such insurance policy prior to its expiration date, except after giving not less than thirty (30) days prior written notice to each of the named insured parties thereunder;
- (d) contain waivers of subrogation against each of the named insureds, as well as each of their directors, trustees, officers, managers, agents, employees, save and except for arson, fraud, vandalism or willful misconduct.

Each of the Responsible Parties shall be responsible for the cost of the premiums for any insurance policy relating to its portion of the Total Stratified Site.

ARTICLE 8.00 - DAMAGE TO THE SUPPORT STRUCTURES

8.01 In the event that there is any damage or destruction occasioned to any part of the Support Structures or any portion thereof, by any cause whatsoever, each Owner Party shall forthwith proceed to repair, restore and reconstruct or otherwise provide the Support Structures located in its respective portion so that the use and enjoyment of Support Structures by the Benefiting Party will be restored as soon as reasonably possible.

ARTICLE 9.00 - ARBITRATION

9.01 Any dispute, difference, issue or question arising between the parties hereto which concerns (or touches upon) the validity, interpretation, meaning, performance or effect of this Agreement, or the rights, powers, entitlements, obligations and/or liabilities of the parties hereto, or with respect to any matter arising out of (or connected with) this Agreement, shall be referred to (and be resolved by) binding arbitration pursuant to *The Arbitrations Act 1991, S.O. 1991, as amended*. Any such dispute shall be determined and resolved by a single arbitrator agreed to by the parties hereto, and if they cannot agree upon an arbitrator within 10 days after either of the disputing parties has first suggested in writing to the other the name of a person to be appointed as an arbitrator to resolve the outstanding dispute, difference, issue or question, then same shall be determined and resolved by a single arbitrator appointed by a judge of the Ontario Superior Court of Justice, pursuant to the application of either of the disputing parties (and if both parties have filed such an application, then the first application shall prevail). The constitution and proceedings of such arbitration shall be governed by the arbitrator in accordance with the provisions of *The Arbitrations Act 1991, S.O. 1991, as amended*, and the arbitrator shall have the power to award and/or allocate the costs of the arbitration proceedings to the winning party to the

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dispute, or in any other manner as such arbitrator may deem appropriate, provided however that each party shall be solely responsible for their own respective legal costs and disbursements, and for the costs of their respective witnesses, in the absence of an express award of such costs by the arbitrator to the contrary. The substantive rules of law applicable to the dispute being arbitrated pursuant to the provisions hereof shall be those of the Province of Ontario, and the arbitration decision so rendered shall be binding upon all disputing parties hereto, and their respective successors and assigns, and shall not be subject to appeal under any circumstances whatsoever (whether with respect to a question of law, a question of fact, a question of mixed fact and law, or otherwise).

ARTICLE 10.00 - NOTICES

10.01 All notices required or desired to be given to any of the parties hereto in connection with this Agreement, or arising herefrom, shall be in writing, and shall be delivered to the intended party at the following address, or be delivered by registered mail to the intended party at the following address [and if so mailed, same shall be deemed to have been delivered, received and effective on the 3rd Business Day following the day on which such notice was mailed]:

- a) to the World on Yonge Condominium (once same is registered under the Act)- c/o its property manager Online Property Management Inc., One Steelcase Road West, Unit 6, Markham, Ontario, L3R 0T3 Attention: Property Manager of the subject condominium, with a copy delivered to the attention of the president or secretary of the Condominium;
- b) to the Owner and to each of the Declarants- 1691126 ONTARIO INC., 1794391 ONTARIO INC., 1794390 ONTARIO INC., 1794392 ONTARIO INC., 1834372 ONTARIO INC. and 1808780 ONTARIO INC. to the attention of Latif Fazal, , and with a copy to the Owner's solicitors, Michael Volpatti, Brattlys LLP, 7501 Keele St. Vaughan, Ontario, L4K1Y2; and
- c) to the City at 101 Town Centre Blvd. Markham Ontario L3R 9W3, to the attention of Commissioner, Community and Fire Services, Commissioner, Development Services and with a copy to the City Solicitor.

Provided that any of the parties mentioned in clauses (a) through (c) above may, from time to time, by written notice to the other parties hereto delivered in accordance with the foregoing provisions, change the address to which its notices are to be delivered.

ARTICLE 11.00 - REGISTRATION OF THIS AGREEMENT

11.01 Each of the parties hereto hereby consents to the registration of this Agreement against the title to their respective portions of the World on Yonge Lands and hereby acknowledges, confirms and agrees that this Agreement shall be deemed and construed to run with the title to such lands.

ARTICLE 12.00 - ESTOPPEL CERTIFICATE

12.01 Each of the Owner Parties (hereinafter individually referred to as the "Receiving Party") shall, within twenty (20) days after receiving a written request (hereinafter referred to as the "Certificate Request") accompanied by payment of a fee in the amount of \$150.00 plus any applicable H.S.T, from or by any party interested in the status of this Agreement (hereinafter called the "Requesting Party"), execute and deliver to the Requesting Party a certificate (hereinafter called the "Certificate") confirming:

- a) whether or not this Agreement has been modified, and if so, the nature of such modification, and confirming that this Agreement (as may be amended by any subsequent amending agreement and/or assumption agreement) is in full force and effect; and
- b) whether or not the terms and provisions of this Agreement have been complied with to date, and whether or not there is any outstanding default alleged (or complained of) by or

against any of the Owners Parties, as well as the nature and extent of the default so alleged.

12.02 Notwithstanding the foregoing provision, the Certificate of the City may be provided by the City Solicitor and the fee payable for the Certificate may be increased by the City on an annual basis by an amount equivalent to the percentage increase, if any, in the consumer price index published by Statistics Canada, or its successors.

12.03 Notwithstanding any provision contained herein to the contrary, it is expressly understood and agreed that nothing shall be charged to (or be levied against) the Owner, the Declarants, World on Yonge Condominiums and/or the City if such party requests (or if their solicitor or authorized agent or representative requests) the Certificate pursuant to the preceding provisions hereof.

12.03 The contents of the Certificate may be pleaded by the Requesting Party as a bar to (and shall correspondingly constitute a complete defence by the Requesting Party against) any litigated suit, claim or action that is inconsistent with the facts recited in the Certificate.

12.04 If the Receiving Party fails to execute and deliver the Certificate to the Requesting Party within 10 days after receiving the Certificate Request and the accompanying fee, then the Receiving Party shall be deemed to have certified to the Requesting Party that this Agreement has not been modified and that no outstanding default exists under this Agreement by any of the Owner Parties (and the Receiving Party shall accordingly be forever estopped from claiming or alleging that any such default then exists or continues, but shall not be precluded from claiming or alleging that this Agreement has been modified or that any future default).

ARTICLE 13.00 - RECIPROCAL BENEFIT AND BURDEN

13.01 As an integral and material consideration for the continuing right of each of the Owner Parties to use and enjoy the aforementioned easements, rights and privileges (as specifically confirmed in this Agreement, or as subsequently confirmed or incorporated by way of the assumption agreement referred to in paragraph 17.02), each of the parties hereto hereby accepts (and agrees to assume) the corresponding burdens and obligations imposed upon them by virtue of the provisions and covenants set forth in this Agreement.

ARTICLE 14.00 - PERPETUITIES

14.01 In the event that this Agreement or any of its provisions shall be deemed unenforceable pursuant to the provisions of The Perpetuities Act R.S.O. 1990, as amended, or at law or in equity by reason of a contravention of the rule against perpetuities, and the effect of same would be to render this Agreement or such provisions (as the case may be) void ab initio, then in such case this Agreement or such provisions (as the case may be) shall be operative and have effect from the date of execution of this Agreement by all parties hereto until the date which is twenty-one (21) years less one (1) day following the date of the death of the last survivor of the Issue of Her Majesty, Queen Elizabeth II, the present Queen of the United Kingdom, who were alive as at the effective date of this Agreement.

ARTICLE 15.00 - VACATING CONSTRUCTION LIENS

15.01 Each of the parties hereto covenants and agrees to forthwith make any required payment or filing of appropriate security, so as to forthwith remove any construction lien (claimed in respect of a supply of materials and/or the provision of services contracted for by it, or otherwise contracted on its behalf) which encumbers any other party's lands, common elements or units (as the case may be), by no later than thirty (30) days after the receipt of a written request to do so delivered by the other party, failing which the party requesting such lien removal may make the requisite payment or post the requisite security in order to vacate or discharge such construction lien from the title to its lands, common elements or units (as the case may be), and

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shall thereafter be entitled to full reimbursement from the defaulting party for all monies so expended (and all costs so incurred) in vacating such lien.

ARTICLE 16.00 - SUCCESSORS AND ASSIGNS

16.01 The provisions of this Agreement are intended to run with the real property benefited and burdened thereby, specifically the World on Yonge Condominium Lands, and the Park Lands respectively, and this Agreement shall enure to the benefit of, and be correspondingly binding upon, each of the parties hereto and their respective successors and assigns, including, without limitation, each of the World on Yonge Condominiums once registered under the Act.

16.02 Notwithstanding anything provided in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that:

- a) any reference to the World on Yonge Condominiums or a World on Yonge Condominium in this Agreement, where the context pertains to the use or enjoyment of an easement (or some other right, benefit or interest), shall be deemed to include each of the World on Yonge Condominiums' duly authorized agents, representatives, employees, contractors and/or subcontractors, and shall also specifically include the unit owners thereof and their respective tenants, residents and invitees from time to time;
- b) any reference to the Owner in this Agreement, where the context pertains to the use or enjoyment of an easement (or some other right, benefit or interest), shall specifically include the Owner, the Declarants and each of their respective duly authorized agents, representatives, employees, contractors and/or subcontractors, together with their respective invitees or licensees; and
- c) any reference to the City in this Agreement, where the context pertains to the use or enjoyment of an easement (or some other right, benefit or interest), shall specifically include the City and its duly authorized agents, representatives, trustees, employees, contractors and/or subcontractors, together with their respective invitees or licensees.

ARTICLE 17.00 - FURTHER ASSURANCES AND RELEASE OF OWNER

17.01 The parties hereto hereby covenant and agree to forthwith execute and/or provide all further documents, instruments and/or assurances as may be necessary or required in order to carry out (and give full effect to) the true intent of these presents, and to register this Agreement (or notice thereof) against the title World on Yonge Lands. Without limiting the generality of the foregoing, the parties hereto hereby covenant and agree to execute all such further documents, instruments and agreements (including any transfers of easement in registrable form) as may be required from time to time in order to realign the boundaries of the Easement Areas, if necessary, so that same align more accurately with the final location (or as-built condition) thereof, as finally constructed.

17.02 Notwithstanding anything contained in this Agreement to the contrary, it is understood and agreed by the parties hereto that upon the registration of each World on Yonge Condominium in accordance with the provisions of the Act, the Owner or subject Declarant shall cause the subject World on Yonge Condominium to execute a formal assumption agreement in favour of the City, on the City's form, by the subject World on Yonge Condominium evidencing and confirming such World on Yonge Condominium's formal assumption of all outstanding and/or ongoing obligations, liabilities, representations, warranties, covenants and indemnities of the Owner and/or subject Declarant hereunder insofar as the World on Yonge Condominium Lands are concerned, such that the obligations of the Owner and the subject Declarant contained in this Agreement bind such World on Yonge Condominium, and thereupon the Owner and the subject Declarant shall be automatically and completely relieved and released from all such obligations, liabilities, representations, warranties, covenants and indemnities so assumed by such World on Yonge Condominium. The said assumption agreement shall form part of a by-law of the said World on Yonge Condominium. Notwithstanding the above, nothing contained in this Agreement or the assumption agreement referred to in this subsection shall relieve the Owner of its

obligations, liabilities, representations, warranties, covenants and indemnities contained in the Development Agreement.

17.03 Forthwith upon the transfer of the Park by the Owner or successor in title to the City, and provided that the World on Yonge Condominium has executed the formal assumption agreement in favour of the City referred to in paragraph 17.02, the Owner and the Declarants shall be automatically and completely relieved and released from any and all further obligations, liabilities, representations, warranties, covenants and indemnities arising under this Agreement, including, without limitation, any obligations, liabilities, representations, warranties, covenants and indemnities relating to the Park Lands set out in this Agreement, and forthwith upon the request of the Owner or any Declarant, each of the World on Yonge Condominiums and the City shall execute and deliver such documents, releases and/or assurances as the Owner or any Declarant may require in order to evidence and confirm the cessation of the Owner's and Declarants' obligations, liabilities, representations, warranties, covenants and indemnities arising under this Agreement after the date of such transfer. Notwithstanding the above, nothing contained in this Agreement or the assumption agreement referred to in this subsection shall relieve the Owner of its obligations, liabilities, representations, warranties, covenants and indemnities contained in the Development Agreement.

17.04 The obligations and liabilities of the Owner contained in this Agreement shall be binding on any successors in title to the Owner, including, without limitation, each of the Declarants. Upon the conveyance of the World on Yonge Lands, in whole or in part, to each of the Declarants, any and all obligations and liabilities of the Owner contained in this Agreement that have not been assumed by a World on Yonge Condominium as per paragraph 17.02 hereof shall be deemed to be assumed by each Declarant as such obligations and liabilities apply to the portion of the World on Yonge Condominium Lands that relate to the condominium plan for which the subject Declarant is the declarant of, and the Declarants have executed this Agreement to evidence their agreement with same. Without limiting the generality of the foregoing, each of the Declarants hereto hereby covenant and agree to execute all such further documents, instruments and agreements (including any transfers of easement in registrable form) and any formal assumption agreement as may be required from time to time to confirm that they have assumed all of the obligations and liabilities of the Owner contained in this Agreement.

ARTICLE 18.00 - MISCELLANEOUS PROVISIONS

18.01 This Agreement is subject to compliance with the subdivision and part-lot control provisions of the Planning Act, R.S.O. 1990, as amended.

18.02 Any reference in this Agreement to any document(s) or instrument(s) being executed and registered on title to the World on Yonge Lands shall be deemed and construed as a corresponding requirement on the party or parties responsible for executing and/or registering same to hereafter utilize the Teraview Electronic Registration System (operated by Teranet under the auspices of the Ministry of Consumer & Business Services), and to execute and release any such document(s) or instrument(s) for registration electronically.

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

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

18.05 Time shall be of the essence with respect to the performance and fulfillment of all obligations herein set out.

18.06 If any clause or section of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, then such clause or section shall be considered separate and severable from the rest of this Agreement, and the remaining provisions hereof shall remain in full force and effect, and shall continue to be binding upon the parties hereto as though the said illegal or unenforceable clause or section had never been included.


18.07 This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same agreement.

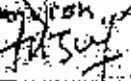
18.08 This Agreement shall be governed by (and be construed in accordance with) the laws of the Province of Ontario and each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

18.09 All work to be carried out hereunder by a party shall be carried out at such party's sole cost and expenses unless otherwise expressly provided herein.

IN WITNESS WHEREOF the parties hereto have hereunto caused to be affixed their corporate seals, duly attested to by their respective proper signing officers authorized in that behalf.


1691128 ONTARIO INC.

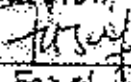
Per: 
Fred Darvish, A.S.O.

Per: 
Latif Fazal, A.S.O.

We have authority to bind the Corporation


1794390 ONTARIO INC.

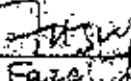
Per: 
Fred Darvish, A.S.O.

Per: 
Latif Fazal, A.S.O.

We have authority to bind the Corporation


1794392 ONTARIO INC.


Per: 
Fred Darvish, A.S.O.

Per: 
Latif Fazal, A.S.O.

We have authority to bind the Corporation

1834372 ONTARIO INC.

Per: 
Fred Darvish, A.S.O.

Per: 
Latif Fazal, A.S.O.

We have authority to bind the Corporation

1806780 ONTARIO INC.

Per: [Signature]
Fred Danish, A.S.O.

Per: [Signature]
Latif Fazel, A.S.O.

We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF MARKHAM

Per: [Signature]
Mayor Frank Scarpitta

Per: [Signature]
CARRIE KIMBERLY KILPATRICK

We have authority to bind the City



APPROVED CITY OF MARKHAM	
COUNCIL <input checked="" type="checkbox"/>	RESOLUTION # 13
DATE <u>D.S.C.</u>	REPORT # 40
BY LAWS <u>2002-202</u>	DATE <u>Sept. 3/02</u>
	<u>KS</u>

SCHEDULE A
DESCRIPTION OF the WORLD ON YONGE LANDS

Part of Lot 18 Registrar's Compiled Plan 10327, being Parts 1 to 4 on Reference Plan 65R-32828;
except Parts 1 to 10 on Reference Plan 65R32918; subject to an easement over Part 2 on 65R32838, as
described in Instrument No. MA65010; subject to an easement in gross over Part 1 on Reference Plan
65R33737, as described in Instrument No. YR1891891, subject to an easement in gross as in
YR2042139, City of Markham

SCHEDULE "B"
DESCRIPTION OF Below Grade Strata Lands

Below Grade Strata land shall mean those portions of the World on Yonge Lands that are situated below Grade which shall include the Common Elements of Levels 1, A, B and C of any condominium corporation (s) created on the World on Yonge Lands upon the registration of one or more declarations and descriptions pursuant to the Condominium Act, 1998 of Ontario.

SCHEDULE "C"
DESCRIPTION OF PARK LANDS

Part of Lot 18, Registrars Compiled Plan 10327, designated as Parts 12, 13, 14 and 15 on the Reference Plan 65R-34844 City of Markham, Regional Municipality of York.

**SCHEDULE "D"
STRUCTURAL ENGINEER LETTER**



JABLONSKY, AST AND PARTNERS
Consulting Engineers

1129 Leslie Street
Don Mills, Ont. M3C 2K5
Telephone (416) 447-7483
Fax (416) 447-2771
www.astlab.com
E-mail: jab@astlab.com

March 9, 2011
Revised April 15, 2011
Revised April 28, 2011
Revised May 13, 2011
Revised May 19, 2011
Revised May 25, 2011

Liberty Development
305 Highway 7 East, Suite 303
Thornhill, ON L3T 7T1

Attention: Mr. Wayne Long

Re: 7171 Yonge Street
Public Parks Loading
OUR FILE NO. 08117

Dear Sir:

The structural design of the public parks areas has been done for the loads required by the Site Plan Agreement Section 26, Page 23, Paragraph 3, Clause (a):

"design specifications for the surcharge load and structural design of that portion of the underground parking garage which is to be constructed beneath the On-Site yards, including without limitation, plans, cross sections and details of the loading schedule which shall take into account live and dead loads as required by the Building Code Act with allowances for loadings including a 200mm granular drainage layer, a minimum of 1.25m of soil above the 200mm granular layer over all of the On-Site Parks construction vehicles including a fully loaded concrete truck, maintenance vehicles, playground structures, water features and fountains, trees, shrubs, groundcovers, hard surfacing, planters, seating, landscape features, small structures for utilities, structures for shade, public art and public use."

In order to comply with the above requirement, the following loads were considered:

1. Meadow, Yonge and Central Parks:

The superimposed dead load is due to the weight of 200mm of granular layer (wet gravel with a density = 18.9 kN/cu.m) and the weight of 1.25m of soil with a bulk density not bigger than 13kN/cu.m as specified in drawing L-301 of the Landscaping project (we considered a wet density of 16kN/cu.m).

RE: AST, PENG D. TSEI, PENG M. SHU, PENG R. ASHMAN, PENG
J.N. WYMAN, PENG R.J. WATSON, PENG C.J. STONE, PENG B. MATHIAS, PENG G. MURPHY, CMT
Associated Office, Ecota Engineering Consultants Ltd., #105, 1100 - 53 Avenue S.W., Calgary, Alberta T2K 2P5
Tel: (403) 275-5315 Fax: (403) 275-5555, E-mail: ecota@ecota.com

Then,

$$0.2m \times 18.9 + 1.25m \times 16 \text{ kN/m} = 23.8 \text{ kPa}$$

A live load of 4.8 Pa has been considered to cover the loads as specified in the Site Plan Agreement Section 26, Page 29, Paragraph 3, Clause (a).

Therefore,

$$\text{Total service load} = 23.8 + 4.8 = 28.6 \text{ kPa}$$

$$\text{Total factored load} = 1.5 \times 23.8 + 1.5 \times 4.8 = 42.9 \text{ kPa}$$

The combination of loads due to a fully loaded concrete curb additional to the weight of 1.25 m in the landscaped areas was not considered in the design since there should be no instance when this type of loading will take place.

For any other loading condition in the landscaping areas, the above given factored load should be taken as reference of the maximum load allowable.

Should you have any questions on the above please call at your convenience.

Yours very truly,

JABLONSKY, AST AND PARTNERS
CONSULTING ENGINEERS

Rene Martinez, P. Eng.

cc: Thomas Young, Kirkor



SCHEDULE "IX"
PARKSIDE TOWERS AT WORLD ON YONGE (B1/B2)

Section 43 (5) (h) of the Condominium Act, 1998, S.O. 1998

The following is the schedule setting out what constitutes a standard unit for the residential dwelling units on levels 1 through 27 inclusive in Parkside Towers (Building B1) and on levels 1 through 18 in Parkside Towers (Building B2) in World Condos on Yonge, which the Declarant intends to deliver to the Corporation pursuant to Section 43(5)(h) of the Condominium Act, 1998 for the purpose of determining the responsibility for repairing improvement after damage and insuring them, as required pursuant to Section 43(5)(h) of the Condominium Act, 1998.

KITCHEN FEATURES

- Granite countertops.*
- European-style cabinets.*
- Stainless steel sink with single-lever faucet and vegetable spray.*
- Ceramic tile backsplash.*
- Stainless steel appliance package including: Space efficient European style ceran top with self-cleaning oven, microwave range hood fan vented to exterior, built-in multi-cycle dishwasher, and frost-free refrigerator.*

BATHROOM FEATURES

- Marble countertops.*•
- Mirror over width of vanity.•
- White bathroom fixtures including dual flush toilets.•
- Ceramic tile on floors, tub surround and wall and shower floor (where applicable).*•
- Choice of vanity cabinets from builder's standard samples. *•
- Single-lever faucets for vanities.
- Pressure balanced valves in tub and shower.
- White acrylic soaker tub.•

FLOORING

- Laminate flooring in foyer and kitchen.*
- Ceramic tile in bathroom(s) and laundry area.*•
- Laminate flooring in living room, dining room, bedroom(s) and den (if applicable).*•

CONTEMPORARY SUITE

- Solid core entry door with brushed nickel hardware and stained finish.
- Contemporary interior 2 panel doors with brushed nickel lever hardware.
- Mirrored sliding closet doors in foyer, where applicable. • *
- Ceiling heights of 9' in all suites, with the exception of bathroom(s), laundry room and where bulkheads occur.
- Contemporary white 4" baseboards and 2-1/4" trim casings.
- White textured ceilings throughout, except in kitchen, bathroom(s), and laundry areas which are finished with white semi-gloss latex paint.
- Interior walls painted with two coats of flat latex paint (kitchen, bathroom(s), all interior doors and all trim painted with semi-gloss latex paint).*
- Glass and aluminum rail treatment on balconies. •
- Space efficient front-loading stacking electric washer/dryer (white) vented to exterior. •

SECURITY

- Full time security attendant.
- Surveillance cameras in select areas of building and underground garage.
- Electronic access control system for recreation amenities, parking garage, and other common areas.
- Enter phone and cameras located in lobby and visitor entrances allowing residents to view visitors through dedicated television channel.
- Suite entry doors roughed-in for in-suite security alarm system.
- In-Suite fire alarm speaker and heat detector connected to fire alarm annunciation panel.
- In-Suite hard wired smoke detector.

COMMUNICATION WIRING

- Suites pre-wired using CAT 5 wiring, for telephone outlets in living room, bedroom(s), kitchen and den (if applicable).•
- Suites pre-wired for cable television outlets using RG 6 wiring in living room, bedroom(s) and den (if applicable). •

MECHANICAL AND ELECTRICAL SYSTEMS

- Individually controlled central heating and cooling system (seasonal).
- Central domestic hot water system.
- White Decora-style receptacles and light switches throughout suites.
- Light fixtures provided in bedroom(s), living room, dining room, den (if applicable), kitchen, bathroom(s).•
- Individual metering for hydro consumption capability.
- Heavy-duty wiring and receptacle for washer/dryer.

NOTES

- * Indicates as per Vendor's standard sample(s).
- • Indicates as per Vendor's plans.
- Purchaser(s) shall select the colour and material from Vendor's standard samples only (one laminate floor colour and one paint colour per suite).
- Purchaser(s) may select upgraded materials from Vendor's samples and shall pay the upgrade costs at the time of colour and finishes selection.
- Vendor reserves the right to make reasonable changes in the opinion of Vendor in the plans and specifications if required and to substitute other material or finishes or that provided for herein with material or finishes of equal or better quality than that provided for herein. The determination of whether or not a substitute material or finish is of equal or better quality shall be made by Vendor, in its sole, absolute and unfettered discretion, which determination shall be final and binding. Purchaser acknowledges that colour, texture, appearance, grains, veining, natural variations in appearance, etc. of features and finishes installed in the unit may vary from Vendor samples as a result of normal manufacturing and installation processes and/or as a result of any such finishes being of natural products (i.e., due to the inherent nature of the material itself) and Purchaser agrees that Vendor is not responsible for same. Vendor shall not be responsible for shade differences occurring in the manufacture of items such as, but not limited to, finishing materials or products such as carpet, tiles, granite, marble, porcelain, laminate flooring, bath tubs, sinks and other such products where the product manufacturer establishes the standard for such finishes. Nor shall Vendor be responsible for shade differences in colour of components manufactured from different materials but which components are designed to be assembled into either one product or installed in conjunction with another product and in these circumstances the product as manufactured shall be accepted by Purchaser. Purchaser acknowledges and agrees that carpeting may be seamed in certain circumstances and said seams may be visible. Purchaser acknowledges and agrees that pre-finished wood flooring (if any) or any engineered wood flooring (if any) may react to normal fluctuating humidity levels inducing gapping and cupping. Purchaser acknowledges that marble and similar stones (if any) are very soft stones, which will require a substantial amount of maintenance by Purchaser and are very easily scratched and damaged.
- Where bulkheads are installed and where dropped ceilings are required, the ceiling height will be less than stated, as per Vendor's plans.
- All plans, elevations, sizes and specifications are subject to change from time to time by Vendor without notice. E. & O. E.
- Unit owners are covered by TARION Warranty Program (formally known as ONHWP). Vendor is proud to be registered with TARION Warranty Program. July 15, 2011.

EASEMENT AND COST SHARING MANAGEMENT AGREEMENT

BETWEEN:

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247

- and -

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271

- and -

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1279

- and -

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1285

- and -

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

OF THE FIRST PART

AND:

BROOKFIELD CONDOMINIUM SERVICES LTD.

OF THE SECOND PART

EASEMENT AND COST SHARING MANAGEMENT AGREEMENT

THIS AGREEMENT made the th day of August, 2016

BETWEEN:

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247

a condominium corporation created pursuant to the Condominium Act by registration of a declaration and description in the Land Registry Office for the Land Titles Division of York Region.

- and -

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271

a condominium corporation created pursuant to the Condominium Act by registration of a declaration and description in the Land Registry Office for the Land Titles Division of York Region.

- and -

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1279

a condominium corporations created pursuant to the Condominium Act by registration of a declaration and description in the Land Registry Office for the Land Titles Division of York Region.

- and -

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1285

a condominium corporation created pursuant to the Condominium Act by registration of a declaration and description in the Land Registry Office for the Land Titles Division of York Region.

- and -

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

a condominium corporation created pursuant to the Condominium Act by registration of a declaration and description in the Land Registry Office for the Land Titles Division of York Region.

OF THE FIRST PART

BROOKFIELD CONDOMINIUM SERVICES LTD.

(herein called the "Manager")

OF THE SECOND PART

In consideration of the mutual covenants herein contained, the Parties hereto hereby agree as follows:

WHEREAS YRSCC 1247, YRSCC 1271, YRSCC 1279, YRSCC 1285 and YRSCC 1296 (collectively the "Corporations") are condominium corporations in respect of the units and their appurtenant common interests which together comprise the property contained in their respective Condominium Plans, and which consist of those lands and premises situate in the City of Markham;

AND WHEREAS the Corporations have entered into a Easement and Cost Sharing Agreement respecting the mutual use, management, operation, maintenance, repair, replacement and cost sharing of certain Common Facilities and the provision of services to those Common Facilities (herein called the "Common Facilities") as set out in a Easement and Cost Sharing Agreement dated February 14, 2014 (herein called the "Easement and Cost Sharing Agreement");

AND WHEREAS the Corporations desire the Manager to manage the affairs of the Common Facilities and the assets of the Corporations contained on the Common Facilities and the Manager desires to do so in accordance with the terms and conditions of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained and other valuable consideration, the Corporations do hereby appoint the Manager and the Manager does hereby accept appointment as the exclusive managing agent (subject to overall control of the Corporations and to the specific provisions hereof) for the Common Facilities of the Corporations and further the Corporations and the Manager agree on the terms and conditions hereinafter set forth:

I. NOMENCLATURE

Unless a contrary intent is expressed in this Agreement, the terms used herein shall have ascribed to them the definitions contained in the *Condominium Act, 1998*, S.O. 1998, C.19 and the regulations made hereunder (hereinafter called "the Act"). The terms used herein shall have ascribed to them the definitions contained in the Act and/or as contained in the Easement and Cost Sharing Agreement. Any reference to the Declaration, the By-laws, the Rules or the Easement and Cost Sharing Agreement is a reference to the applicable document of the applicable Corporation and any reference to any such document or to the Act shall be deemed to include, at any given time, reference to all amendments thereto and substitutions therefore up to that time. Headings are for convenience only and shall not affect the interpretation of this Agreement.

II. TERM

The term of this Agreement shall extend from the day of , 20__ until the day of , 20__, and thereafter shall continue in full force and effect from year to year unless terminated in accordance with Article XIV hereof.

III. ROLE OF MANAGEMENT

The Manager fully accepts that its function is to manage the Common Facilities on behalf of the Corporations in a faithful, diligent and honest manner, and subject to the direction of the Corporations, such direction to be provided by those representatives of the Corporations comprising the "the Committees" as is contemplated in the Easement and Cost Sharing Agreement and accepts the relationship of trust and confidence established between itself, the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees by virtue of entering into this Agreement.

With respect to commitments binding upon the Corporations, the Manager is an independent contractor, except as that relationship may be changed to that of an agent pursuant to a valid resolution of the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees or under the express terms and conditions of this Agreement, but otherwise not until the Manager has received evidence in writing of such change in its legal relationship. All contracts of the Corporations shall be executed by authorized signing officers of the Corporations.

The Manager agrees to furnish efficient business administration and supervision and to perform its responsibilities, including administrative, financial and advisory, in the best manner, consistent with effective management techniques and in the most expeditious and economical manner consistent with the best interests of the Corporations. The Manager acknowledges that it is familiar with the terms of the Easement and Cost Sharing Agreement and with any rules for the Common Facilities as are now in force (the "Rules"). The Corporation shall deliver to the Manager copies of all Rules made by the Corporations in relation to the Common Facilities therein.

The Manager shall conduct its duties consistent with the requirements of the Act, the Easement and Cost Sharing Agreement and any rules to the Common Facilities with Federal, Provincial and Municipal laws and regulations as they pertain to the operation of the Common Facilities.

IV. SPECIFIC DUTIES OF THE MANAGER

The Manager shall perform the following specific duties, subject to the direction of the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees:

(a) Corporations Funds

Collect and receive all monies payable by the Corporations in respect of the Common Facilities and pursuant to the Easement and Cost Sharing Agreement and deposit the same forthwith in a separate bank account in the name of the Corporations with a Canadian Chartered Bank subject to the overall control of the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees with signing authority to be as directed by the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees from time to time. All such monies shall thereafter be administered by the Manager and used to:

- (i) pay for insurance coverage and any appraisals in connection therewith required for the Common Facilities in accordance with the provisions of the Easement and Cost Sharing Agreement, if applicable, or as directed by the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees;
- (ii) payments of all accounts properly incurred with regard to the Common Facilities;
- (iii) repair and maintain, or cause to be so repaired and maintained, the Common Facilities and all assets therein, without limiting the generality of the foregoing, such repair and maintenance shall include the keeping of the Common Facilities in a neat, clean and safe condition, maintaining such staff as may be required at all times to promptly and efficiently carry out any of the foregoing.

(b) **Maintenance and Repair of Common Facilities**

Arrange, subject to Article XI hereof, for the effective and economical operation, maintenance and repair of the Common Facilities in accordance with the Easement and Cost Sharing Agreement or as directed by the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees, including, without limiting the generality of the foregoing:

- (i) comply with the requirements and regulations of Federal, Provincial and Municipal Authorities having jurisdiction which affect the Common Facilities and of which the Manager has been notified, including where applicable, litter removal, waste disposal, snow and ice removal, landscaping and grounds maintenance, fire hydrant servicing, exterior and interior painting, alterations and any supervision and maintenance necessary in connection with the Common Facilities;
- (ii) maintain and repair, or cause to be maintained and repaired, those parts of the Common Facilities which require maintenance and repair in accordance with the Act and the Easement and Cost Sharing Agreement;
- (iii) carry out the foregoing duties by means of employees of the Manager or the Corporations and/or independent contractors, in each instance, as may be more effective or economical for the Corporations; and
- (iv) maintain, on behalf of and at the expense of the Corporations, such staff as may be required at all times to carry on, promptly and efficiently the foregoing duties and any requirements and instructions of the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees.

(c) **Enforcement**

Take appropriate action within its powers (short of legal proceedings) to enforce the Act, the Easement and Cost Sharing Agreement and the Rules in accordance with standing instructions obtained by the Manager from the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees and, when directed to do so by the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees, initiate at the expense of the Corporations, legal enforcement proceedings through the Corporations' solicitor.

(d) **Rule Advisement**

Advise and consult with the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees with respect to any further Rules which in the opinion of the Manager ought to be established to further the harmonious and satisfactory operation of the Common Facilities and the Corporations for the common benefit of the Owners.

(e) **Communication to the Owners**

Communicate to the Owners and/or residents, in accordance with the directions of the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees, any announcement and the text and import of any new Rule, or any amendment to a Declaration or any By-law or Rule which affects the Common Facilities.

(f) **Insurance and Claims**

- (i) Obtain for submission to the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees a minimum of three quotations by the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committee's selected broker for all insurance policies for the Common Facilities that are required or are due to expire; make arrangements to ensure that such policies of insurance are properly placed without lapse in coverage; and arrange for any appraisal in connection therewith which may be required by the Act, Declaration or any of the Corporations or the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees;
- (ii) unless the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees has assumed the responsibility of deciding the details of the Common Facilities" insurance coverage, ensure that such coverage conforms with the requirements of the Act, the Easement and Cost Sharing Agreement and the declarations of any of the Corporations;
- (iii) take prompt action to deal with any occurrence of personal injury (including death) or property damage of which the Manager or its on-site employees are made aware and which may result in:
 - (1) any claim by the Corporations under any of its insurance policies;
 - (2) any claim by the Corporations against an owner for damage resulting from the owner's default in the performance of an obligation to maintain and repair; or
 - (3) any other claim by or against the Corporations;
(such action shall include, without limitation, taking steps appropriate in the circumstances to end the cause of the injury or damage and locating and preserving the evidence of the cause of the occurrence);
- (iv) monitor and report to the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees, or if prompt action is required, to an appropriate officer of the Corporations, developments in the processing of insurance or other claims by or against the Corporations, and see that the rights of the Corporations in respect of such claims are protected, including the filing of a notice of claim but excluding the adjusting of any loss.

(g) **Inadequate Performance by Contractors**

Use reasonable diligence, by direct inspection or giving direction to the Superintendent and or Maintenance Supervisor, if any, to ensure that contracts and agreements between the Corporations and any supplier of materials, goods and/or services are performed in accordance with their terms; inform the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees and hold back full payment to the contractor in the event performance is considered by the Manager to be inadequate or contrary to the agreed terms; and take advantage of all trade discounts by prompt payment of trade invoices where services are properly performed and/or materials provided in accordance with the contract.

(h) **Construction Liens**

Retain or cause to be retained holdbacks required by the Construction Lien Act, and use its best efforts to ensure that no claim or lien shall be filed against the title to the Corporations or Common Facilities of the Corporations in respect of any work which may be carried out on behalf of the Corporations or the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees and, if a claim or lien shall be filed in respect of such work, inform the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees and forthwith take all necessary steps to have the same removed and discharged.

(i) **Employees of the Corporations**

Save and except for those employees described in Paragraph IV (j) whose wages and employment expenses shall be borne by the Manager, the Manager shall:

- (i) on the basis of budget allocation and job description approved by the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees and observance of applicable legal requirements, advertise for, recruit, interview, investigate, evaluate and hire at the expense of Corporations qualified and competent applicants for on-site employment required for the efficient operation and maintenance of the Common Facilities and the physical assets of the Corporations, including, without limitation, administration, supervision, security, repair and cleaning unless such functions have been contracted with independent contractors;
- (ii) in the name of the Corporations, hire as employees of the Corporations such of these applicants as are approved, with full authority to dismiss them, subject to prior approval with the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees ("Employees"); instruct and train such employees (including where appropriate, technical instruction in the operation and maintenance of equipment on the Common Facilities); and monitor and supervise the performance of such employees and ensure the proper carrying out of their duties;
- (iii) arrange for payment by the Corporations, as part of its operating expenses, the wages salaries, benefits and all other employment costs of the Employees, including, without limitation, unemployment insurance, Workers' Compensation, Employer's Health Tax and Canada Pension Plan contributions and other employment costs and benefits as herein provided and the Corporations hereby acknowledges its liability in respect of such payments;
- (iv) at the option of the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees, provide to the Employees the employment benefits as are provided by the Manager for other Condominium Corporations' employees and bill the Corporations for the cost of such benefits and any applicable taxes;
- (v) indemnify the Corporations for any claim for additional compensation, damages and/or other payments that may be made against the Corporations by the Property Manager and Site Administrator, upon the termination of employment of such persons or otherwise, the Manager hereby acknowledges that it, and not the Corporations, shall bear any liability arising from such claim and that this provision shall survive the termination of this Agreement;
- (vi) maintain proper payroll records with respect to all Employees; make payroll reports and returns required by law; and remit promptly to the proper authorities all deductions and payments for income tax, unemployment insurance, hospitalization, medical and other group coverage, Canada Pension Plan, Workplace Safety & Insurance Act, Employers' Health Tax, and any other deductions or payments which, from time to time, may be applicable to any such persons and/or their employer.

(j) Employees of the Manager

The Manager shall comply with the following terms and conditions with respect to the employees of the Manager:

- (i) Supply at its own expense the services of a Property Manager. The Property Manager herein shall be the same personnel as is in the role in respect of the Manager's management of YRSCC 1247 and YRSCC 1285..

(k) Materials, Equipment and Supplies

Subject to Article XI hereof, purchase on behalf of the Corporations such equipment, tools appliances, materials and supplies as are necessary for the proper operation and maintenance of the Common Facilities; maintain a current list of all inventory, equipment and chattels of the Common Facilities as part of its records; and, in any such purchase or in any contract for services effected on behalf of the Corporations, ensure that the Corporations are given the benefit of any volume or other price or service advantage which the Manager has obtained from the supplier.

(l) Occurrence Report and Preventative Maintenance

- (i) Submit to the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees an occurrence report in respect of any significant accident, emergency, break-down or other situation or occurrence which in the opinion of the Manager ought to be brought to the attention of the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees; and follow up the occurrence so reported by informing the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees of the disposition of such occurrence or as the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees may require;
- (ii) prepare, amend from time to time as required by circumstances, and, in each case, submit to the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees for approval a detailed schedule of the work to be performed by each person that the Corporations employs to work at the Common Facilities; assign to each such person on a regular basis the work contemplated by the work schedule and provide any needed directions; and provide such supervision of such work as may be necessary; cause the Property Manager to conduct each month a complete walk through inspection of the common elements for the purpose of identifying items which presently require or in the near future will require maintenance or repair; make arrangements for any corrective action; if required to do so by the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees, prepare and submit to the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees the monthly written inspection report on items noted in the Property Manager's inspections; prepare a checklist setting out the status of maintenance or repair work in progress; and maintain a record of contraventions of the Easement and Cost Sharing Agreement and any Rules by Owners, residents and others which have come to the attention of the Property Manager and the steps taken to correct the situation;
- (iii) except with respect to equipment the preventative maintenance of which is carried out by a third party pursuant to a contract with the Corporations, prepare a preventative maintenance program for each major piece of equipment located on the Common Facilities; submit such program to the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees for approval; make such program available for inspection by the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees or its representative at all reasonable times, maintain with respect to each such piece of equipment a log book recording maintenance, repairs and related costs; and maintain all available working drawings, as built blueprints, maintenance and operating manuals for mechanical and electrical systems on the Common Facilities that have been delivered to the Manager.

(m) **Information and Emergency Situation**

- (i) Receive communications from Owners, residents, mortgagees, Government agencies and other interested parties to the Common Facilities, which communications, when action is required by the Manager or the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees, shall be requested to be in writing except in case of emergency; to the extent that the subject matter of any such communication is within the scope of the responsibilities and duties of the Manager under this Agreement, deal with and dispose, or coordinate the disposition, of such matter, provided, however, that any matter involving a policy decision or an interpretation of the Easement and Cost Sharing Agreement or Rules shall be referred to the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees; and, refer to the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees any communications other than those which the Manager is required to receive and deal with;
- (ii) keep the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees advised of the current telephone number or numbers at which an agent or employee of the Manager may be reached, at any time during normal business hours in respect of any infraction of the Reciprocal Agreement or Rules at any time during the day or night, in respect of any emergency involving any part of the Common Facilities or any assets of the Corporations; make all arrangements to deal promptly with such infractions and immediately with any such emergency arising in connection with the maintenance and operation of the Common Facilities and assets of the Corporations on the Common Facilities; deal in the first instance with minor emergencies and infractions and forthwith report to the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees any major emergency or persistent, flagrant or serious violation of the Easement and Cost Sharing Agreement or Rules; it being understood that, if the Corporations inform the Manager of an occurrence which the Corporations consider to be an emergency of a major nature, the Manager shall take immediate steps to deal with such occurrence to the extent practicable, whether or not the Manager considers it to be correctly characterized as being of a major nature.

(n) **Notice of Meetings**

At the request of the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees, schedule, arrange facilities and prepare all Notices and accompanying materials for all meetings of the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees and deliver to each member of the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees within the time(s) prescribed under the Act and the By-laws such notices and other information as are required in connection with the holding of such meetings; and at the expense of the Corporations, copy, distribute or post all notices, other information and other announcements to Owners or residents and distribute or post them in adequate time prior to the applicable event; announcement of work to be performed in the Common Facilities, and cause an authorized representative of the Manager to attend all meetings of the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees unless otherwise directed by the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees.

(o) **Books and Records of the Corporations**

Keep the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees books of account and retain full and proper records regarding all financial transactions involved in the management of the Common Facilities; furnish to the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees within eleven (11) working days following the end of each month financial statements summarizing the transactions made during such month as more particularly described in paragraph (p) below; (the Manager hereby acknowledges that such books and records are the property of the Corporations).

(p) **Annual Budget**

Prepare and present to the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees for its approval at least two (2) months before the commencement of each fiscal year an estimated budget in writing for the following year in keeping with the budget guidelines previously adopted by the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees.

Upon request of the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees, or whenever in the opinion of the Manager any change from the expenditures forecast in the current budget makes it desirable to do so, the Manager will submit to the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees a supplementary budget covering the expenses of the operation of the Common Facilities and all assets therein contained, for the then remaining portion of the budget period. The Manager will at all times hold itself available for consultation with the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees for the purpose of establishing or revising the total of the contributions to be paid by the Corporations.

(q) **Financial Reporting**

(i) Provide the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees with monthly and year-to-date itemized unaudited financial statements showing:

- (1) dollar amount of expenses by category on an accrual basis, as compared with budgeted expenses;
- (2) particulars of accounts, term deposits, certificates and any other information respecting investment income and other assets and liabilities of the Corporations in the Common Facilities in accordance with generally accepted accounting principles as at the date of the financial statement;
- (3) particulars of significant variations from budget;
- (4) an income and expense statement; and
- (5) a balance sheet.

(ii) Prepare all accounting and financial reporting which is required under the terms of this Agreement to be provided by the Manager to the Corporations in accordance with the reasonable requests of the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees and/or of the Corporation's auditors (if applicable) as to format and furnish the same within the reasonable time frame prescribed by the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees or (if applicable) the Corporation's auditors;

(iii) Provide the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees on a monthly basis with a copy of the following:

- (1) A general bank statement summary;
- (2) A bank reconciliation for the General Account;
- (3) A detailed general ledger analysis.

(r) **Manager's Report and Access to Records**

- (i) Present to the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees at each regularly scheduled Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees meeting a written Manager's Report, to serve as a formal form of communication from the Manager to the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees, which Manager's Report shall reflect, without limitation the directives of the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees to the Manager and show the actions of the Manager with respect to these directives of the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees;
- (ii) make available, all books and records pertaining to the Common Facilities, at reasonable times, and upon reasonable notice, whenever requested, to the Corporations, its auditors, any officer of the Corporations, any representative of the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees duly authorized in writing, and any Owner or his agent duly authorized in writing.

(s) **Crime Insurance - of the Manager**

Arrange, obtain and maintain a Crime Insurance coverage, covering the Manager's own employees for, in the name, and at the expense of the Manager in an amount of not less than One Million Dollars (\$1,000,000) per occurrence with loss payable to the Corporation, which Crime Insurance shall not be terminated by either the insurer or the Manager unless at least thirty (30) days prior notice of cancellation has been delivered by Registered Mail to the Corporations, all members of the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees and, if applicable, to the Corporation's auditors.

(t) **Spending Restrictions**

Where the cost of performing work or services (other than utilities) and/or goods or materials to be furnished to the Corporations exceeds the sum of Two Thousand Dollars (\$2,000), obtain and submit at least three (3) written tenders unless the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees is satisfied with a fewer number, for presentation to the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees and obtain the approval of the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees prior to entering into the contract.

(u) **Filing of Returns**

In connection with all contracts to perform work or services entered into by the Manager, execute and file necessary documents and do and perform all acts required under the laws of any Federal, Provincial, Municipal or other Government body or authority, provided, however, that Corporations Tax Returns are to be filed by the Corporations' Auditors.

(y) **Personal Information**

- (i) The term "personal information" shall mean all information about an identifiable individual as set out in all applicable privacy laws, including but not limited to the *Personal Information Protection and Electronic Documents Act* (Canada) (Personal Information). The Manager shall protect and keep confidential all Personal Information about or pertaining to all individuals that is disclosed by the Corporation or otherwise obtained by the Manager under this Agreement. During the term of the Agreement, the Manager shall collect and use Personal Information only to exercise the rights and perform the obligations for which such information was disclosed to the Manager, as specifically set forth in or clearly implied by this Agreement.

- (ii) The Manager may not disclose Personal Information to another party unless such disclosure is (i) permitted under this Agreement; (ii) authorized by the Corporation, or (iii) required by law, in which case the Manager will provide prior notice of such disclosure to the Corporation.

V. LEGAL SERVICES

The services of the Manager shall not include the provision of legal services of any kind but shall include the procuring of such services upon the express instructions of the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees.

VI. MANAGER'S COMPENSATION

The Corporations shall:

- (a) pay unless terminated in accordance with the provisions of Article XIV, a fee of Three thousand and Fifty Dollars (\$3,050.00) per month from October 1, 2016 to September 30, 2017 and a fee of Three thousand One Hundred and Twenty-Five Dollars (\$3,125.00) per month from October 1, 2017 to September 30, 2018, is payable by monthly pre-authorized payment, in advance, on the first day of each and every month, free and clear of all costs incurred in the operation of the Common Facilities and Facilities therein which are recognized as the Corporations' responsibility to bear (it is understood that such remuneration excludes any Federal Goods and Services Tax eligible with respect to management services and related fees and does not include any other provincial or federal taxes that are now, or may become applicable);
- (b) reimburse the Manager promptly for any monies which the Manager may advance for the account of the Corporations, provided that nothing herein contained shall be construed to obligate the Manager to make any such advance.

VII. PLANS AND SPECIFICATIONS

Any plans, drawings, specifications and architectural or engineering assistance which may be necessary or desirable to enable the Manager to discharge its duties pursuant to this Agreement, shall be provided at the expense of the Corporations, provided, however, that the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees or its designated representative from time to time shall authorize the retaining of any such assistance before any such expense is incurred.

VIII. CO-OPERATION OF THE SHARED FACILITIES, THE PROJECT PARKING UNITS, SHARED HEATING PUMP SYSTEM AND SHARED GLYCOL HEATING SYSTEM COMMITTEES

The Corporations acknowledge that the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees must cooperate with the Manager to the extent required to enable the Manager to perform expeditiously, efficiently and economically the management services required under this Agreement and must provide such evidence of authority by way of certified resolution or otherwise and such specific directions as the Manager may reasonably require. In particular, the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees may designate, from time to time, the person who, with respect to any specific matter, or category of matters, relating to the management of the Common Facilities or the affairs of the Corporations, is authorized to represent the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees when the Manager wishes to consult with, or obtain the approval of, the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees before proceeding with any work, act or action; or for the purpose of giving directions or instructions to, or otherwise dealing with, the Manager; with respect to such matter or category of matters. If such designation is made, the Manager is directed not to consult with, obtain approval of, or accept directions or instructions with respect to such matter or matters from any other person.

IX. INDEMNIFICATION

The Corporations shall, during and after the termination of this Agreement, indemnify and save the Manager completely free and harmless from any and all claims, actions, obligations, liabilities, costs, expenses and fees arising out of damage or injury to person or property in or about or in any way connected with the Common Facilities or incurred by reason of carrying out the provisions of this Agreement or acting upon the directions of the Corporations, except in the case of default of the Manager in complying with the provisions of this Agreement or any negligence, fraud, illegal or dishonest act, or intentional harm on the part of the Manager, its employees or agents. The Manager shall, during and after the termination of this Agreement, indemnify and save the Corporations completely free and harmless from any and all claims, actions, obligations, liabilities, cost, expenses and fees arising out of the default of the Manager in complying with the provisions of this Agreement or any negligence, fraud, illegal or dishonest act or intentional harm caused by the Manager, its employees or agents.

X. COMMERCIAL LIABILITY INSURANCE

- (a) The Corporation shall obtain, or authorize the Manager to arrange for, commercial general liability insurance on the Common Facilities to a limit of not less than five million dollars (\$5,000,000) inclusive, under the terms of which:
 - (i) the Manager shall be named as an insured together with the Corporation, as their interest may appear, in each policy providing protection against any claims for personal injury, death, property damage or loss for which either the Corporation or the Manager might be held liable as a result of their respective obligations; and
 - (ii) the insurer undertakes to provide the Manager at least thirty (30) days prior written notice of cancellation or of any material change in the provisions of any such policy. The Corporation, upon request, will provide to the Manager a certificate of insurance in respect of any such policy.
- (b) The Manager shall, during the term of this Agreement and any extensions or renewals thereof, place and maintain at its sole costs and expense in the name of the Manager, commercial general liability, showing a limit of not less than five million dollars (\$5,000,000), which insurance policy shall include coverage for contractual liability, non-owned automobile liability, tenant's legal liability, employers' liability and employee benefits errors and omissions. In addition, such policy shall contain a severability of interest's clause and a cross-liability clause.
- (c) The Manager shall also place and maintain at its sole costs and expense in the name of the Manager, professional liability (errors and omissions) insurance showing a limit of not less than two million dollars (\$2,000,000).

The Manager agrees to provide the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees with a certificate of insurance prior to the effective date of this Agreement and thereafter annually as evidence that it is maintaining such insurance and also to provide the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees with at least thirty (30) days prior written notice of cancellation or any material changes in the provisions of its insurance policy.

XI. SPENDING AUTHORITY AND DEFICIT FINANCING

The annual budget shall constitute the major control, under which the Manager shall operate, and there shall be no substantial deviations there from, excluding such expenses as insurance and other expenses not within the control of the Manager, except as may be approved in writing by the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees. No expenses may be incurred for commitments made by the Manager in the name of the Corporations in connection with the maintenance and operation of the Common Facilities in excess of the amounts allocated to the various classifications of expense in the approved budget; provided, however, that emergency repairs involving manifest danger to life or property, or immediately necessary for the preservation and safety of the Common Facilities, or for the safety of the Owners and residents, or required to avoid the suspension of any necessary services to the Common Facilities, may be made by the Manager irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency repairs, the Manager shall, if at all possible, confer immediately with the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees regarding every such expenditure.

Unless the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees has specifically authorized such procedure, under no circumstances shall the Manager advance funds to the Corporations on a temporary loan basis whether interest is charged to the Corporations or not in the event of a cash deficit occurring in the Corporations' current account. The Manager shall notify the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees of any anticipated cash deficit and the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees shall take immediate steps to obtain the necessary funds to cover any such deficit in accordance with the Easement and Cost Sharing Agreement.

XII. FIDUCIARY RELATIONSHIPS

The Manager (if required) shall not engage any parent or subsidiary Company or any persons, firm or Company associated, affiliated or otherwise connected with the Manager (hereinafter called the "Affiliate") to perform any work or services for the Corporations within the scope of the Manager's duties under the provisions of this Agreement, without being in breach of any fiduciary relationship with the Corporations, subject, however, to the prior approval of the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees in each and any such instance and subject further to the provisions of Article XI hereof.

XIII. RELATIONS WITH OWNERS AND RESIDENTS

- (a) The Manager shall promptly and courteously deal with all reasonable requests or complaints by the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees, any Owner or resident or any mortgagee of a unit relating to the management of the Common Facilities or the duties or obligations of the Manager pursuant hereto, and record in writing any such requests or complaints and the eventual disposition thereof;
- (b) The Manager shall maintain businesslike relations with Owners and residents whose service requests relating to the Common Facilities shall be received, considered and recorded in systematic fashion in order to show the action taken with respect to each request. Complaints relating to Common Facilities, the maintenance and repair of which are the responsibility of the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees, shall be attended to by the Manager in as prompt and diligent a manner as possible.

XIV. TERMINATION

The Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees, in accordance with the Easement and Cost Sharing Agreement or any two (2) of the Corporations:

- (a) may terminate this Agreement, without cause, with effect as at the last day of a calendar month, upon giving to the other party written notice specifying the termination date. Such notice shall be given to such other party prior to the commencement of the period of two (2) full calendar months ending on the date of termination. Upon expiration of such notice period, the Manager shall surrender to the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees, all contracts, records, files and other documents or information which may be pertinent to the continuing operation of the Common Facilities and the Corporations shall pay to the Manager any monies due to it as of the date of termination;
- (b) The parties agree that the term of this Agreement shall not be allowed to lapse without notice of termination in writing given by either party to the other not less than sixty (60) days prior to the expiration of the term of this Agreement. Should notice of termination not be given sixty (60) days prior to the expiration of the term of this Agreement, as provided herein, the Agreement shall continue on a month to month basis until terminated upon sixty (60) days written notice, as provided herein, and the Manager's fee shall immediately increase by 5% and thereafter 3% per annum until negotiated.

- (c) In addition to the rights of the parties described in paragraph (a), this Agreement shall terminate immediately upon the happening of any of the following events:
- (i) the insolvency or bankruptcy of the Manager, or upon the Manager taking steps to wind up its business voluntarily or otherwise (including but without limiting the generality of the foregoing, if the Manager has a petition for a receiving order filed against it; if the Manager makes a proposal in bankruptcy; if the Manager makes an assignment of its property for the benefit of its creditors generally; or if a receiver or a trustee is appointed to manage or investigate the affairs of the Manager); or
 - (ii) the Manager is insubordinate, reckless or grossly negligent in performing its duties hereunder; or
 - (iii) at the option of the Corporations, the assignment by the Manager of its contract with the Corporations or the sale of its business, or control of its business without the approval of the Corporations.
- (d) Upon termination of this Agreement and in addition to the Manager's obligations described in paragraph (a) above:
- (i) the Manager shall as soon as possible thereafter and within twenty (20) days after the date of effective termination pay over any balance in the Corporations' bank account managed by the Manager remaining to the credit of the Corporations (less any amounts necessary to satisfy commitments properly made by the Manager to others prior to the date of termination), and shall as soon as possible thereafter render a final accounting to the Corporations;
 - (ii) the Manager shall forthwith surrender to the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees or to the Shared Facilities, the Project Parking Units, Shared Heating Pump System and Shared Glycol Heating System Committees's representative designated in writing all the keys to the Common Facilities or any part thereof held by the Manager or any of its employees and all the books and records, other than accounting books and records, kept by the Manager in relation to the management of the Corporations which are the property of the Corporations, or that are in the possession of any employees of the Manager, including, without limitation, contracts, files, plans, drawings, specifications, architectural or engineering documents, manuals, maintenance and repair logbooks, and correspondence, provided, however that the Manager's own files relating to the Corporations shall be excluded;
 - (iii) all accounting books and records kept by the Manager in relation to the Management of the Common Facilities which are the property of the Corporations, or that are in the possession of any employees of the Manager, will be surrendered within one (1) full calendar month after the termination date, or after an audited statement, if required by either party, is presented;
 - (iv) the Corporations shall assume the obligations under any and all contracts which the Manager has properly made for the purpose of arranging the services to be provided pursuant to this Agreement;
 - (v) any liability incurred under this Agreement by either party to the other up to and including the date of termination of this Agreement or which arises from a claim made after such termination with respect to any occurrence prior to the termination, as well as all obligations of each party hereto to the other under this Article XIV, shall survive the termination of this Agreement.

XV. NOTICE

All notices required or permitted to be given hereunder shall be sufficiently given:

- (a) to the Corporations, if signed by or on behalf of the party so giving notice hereunder, and delivered or mailed by prepaid registered post addressed to each Corporation at their respective addresses for service which are designated in their respective Declarations or to such other address designated by each Corporation from time to time by written notice given to the Manager;
- (b) to the Manager, if signed by or on behalf of the party so giving notice hereunder, and personally delivered to the Manager at 111 Gordon Baker Road, Suite 700, North York, Ontario M2H 3R1, Attention Sandro Zuliani, or at such other address as the Manager may from time to time designate by written notice pursuant hereto.

All such notices shall be deemed to have been received on the third business day following the date of such mailing or on the date of personal delivery.

XVI. PARTIAL INVALIDITY

If any portion of this Agreement shall be for any reason declared invalid or unenforceable, the validity of any of the remaining portions of this Agreement shall not be thereby affected, and such remaining portions shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated, and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any such portions thereof that might be declared invalid.

XVII. SUCCESSORS AND PERMITTED ASSIGNS

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto, provided always that this Agreement may only be assigned by the Manager with the express written consent of the Corporations. Such consent shall not be unreasonably withheld.

XVIII. GENDER AND NUMBER

Where applicable, or where required by the context, all references herein in the singular shall be construed to include the plural and references to masculine shall be construed to include the feminine and neuter genders.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, attested by the hands of their respective Officers duly authorized in that behalf, this _____ day of _____, 2016.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247

Per: _____

I have the authority to bind the Corporation

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271

Per: _____

I have the authority to bind the Corporation

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1279

Per: _____

I have the authority to bind the Corporation

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1285

Per: _____

I have the authority to bind the Corporation

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

Per: _____

I have the authority to bind the Corporation

BROOKFIELD CONDOMINIUM SERVICES LTD.

Per: _____

Per: _____

We have the authority to bind the Corporation



**Atrens-Counsel
Insurance Brokers**

Part of Arthur J. Gallagher Canada Limited

CERTIFICATE OF INSURANCE

This is to certify that insurance described below has been effected with the Insurer(s) shown,
subject to the terms and conditions of the policy applicable.

NAMED INSURED: YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

ADDITIONAL NAMED INSUREDS: ALL REGISTERED UNIT OWNERS FROM TIME TO TIME AND ALL REGISTERED MORTGAGEES FROM TIME TO TIME

PROPERTY INSURED: 7165 & 7167 Yonge Street
Thornhill, Ontario
L3T 0C9 & L3T 0E1

TERM: September 17, 2021 TO September 17, 2022

COMMERCIAL PACKAGE POLICY NO. 7122418

PROPERTY: Form: Comprehensive All Risk Policy
Amount of Insurance: \$159,990,831.00
Deductibles: \$ 50,000.00 STANDARD
\$ 100,000.00 SEWER BACKUP
\$ 250,000.00 WATER
\$ 100,000.00 FLOOD
\$ 100,000.00 EARTHQUAKE
Company: Wawanesa Insurance 15%
Novex Insurance Company 24%
Travelers Canada 10%
Chubb Insurance Company of Canada 10%
RSA Insurance Company of Canada 11%
Tokio Marine Kiln 510 20%
Trisura Guarantee Insurance Company 10%

COMPREHENSIVE GENERAL LIABILITY:
Wawanesa Limit of Liability: \$5,000,000.00
Novex Excess Limit of Liability \$10,000,000.00

DIRECTORS AND OFFICERS LIABILITY:
Wawanesa Limit of Liability: \$5,000,000.00
Novex Excess Limit of Liability \$10,000,000.00

EQUIPMENT BREAKDOWN INSURANCE:
Limit per Accident: \$159,990,831.00
Company: Aviva Insurance Company of Canada
Policy Number: **81638409-1677**

This document is furnished as a matter of courtesy and only as information of the fact that Policies have been concurrently prepared.
It is not a contract, confers no right upon any person and imposes no liability on the Insuring Companies.
A photocopy of this executed Certificate may be relied upon to the same extent as if it were an original executed certificate.

**ATRENS-COUNSEL INSURANCE BROKERS
Part of Arthur J. Gallagher Canada Limited**

Authorized Representative

Date: August 24, 2021



**Atrens-Counsel
Insurance Brokers**

Part of Arthur J. Gallagher Canada Limited

CERTIFICATE OF INSURANCE

This is to certify that insurance described below has been effected with the Insurer(s) shown,
subject to the terms and conditions of the policy applicable.

NAMED INSURED: 2-WAY SHARED FACILITIES FOR YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271
AND YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

**ADDITIONAL NAMED
INSUREDS:** ALL REGISTERED UNIT OWNERS FROM TIME TO TIME AND ALL REGISTERED
MORTGAGEES FROM TIME TO TIME

PROPERTY INSURED: 7161 / 7171 & 7165 / 1767 Yonge Street
Thornhill, Ontario
L3T 0C8

TERM: September 1, 2021 TO September 1, 2022

COMMERCIAL PACKAGE POLICY NO. 81735154

PROPERTY: Form: Comprehensive All Risk Policy
Amount of Insurance: \$7,269,691.00
Deductibles: \$ 10,000.00 STANDARD
\$ 25,000.00 SEWER BACKUP
\$ 25,000.00 WATER
\$ 25,000.00 FLOOD
\$ 100,000.00 EARTHQUAKE
Company: Aviva Insurance Company of Canada 50%
Chubb Insurance Company of Canada 10%
Travelers Canada 20%
RSA Insurance Company of Canada 20%

COMPREHENSIVE GENERAL LIABILITY:
Limit of Liability: \$5,000,000.00

DIRECTORS AND OFFICERS LIABILITY:
Limit of Liability: N/A

EQUIPMENT BREAKDOWN INSURANCE:
Limit per Accident: \$7,269,691.00
Company: Aviva Insurance Company of Canada
Policy Number: 81638409-1995

This document is furnished as a matter of courtesy and only as information of the fact that Policies have been concurrently prepared.
It is not a contract, confers no right upon any person and imposes no liability on the Insuring Companies.
A photocopy of this executed Certificate may be relied upon to the same extent as if it were an original executed certificate.

**ATRENS-COUNSEL INSURANCE BROKERS
Part of Arthur J. Gallagher Canada Limited**

Authorized Representative

Date: August 24, 2021



**Atrens-Counsel
Insurance Brokers**

Part of Arthur J. Gallagher Canada Limited

CERTIFICATE OF INSURANCE

This is to certify that insurance described below has been effected with the Insurer(s) shown,
subject to the terms and conditions of the policy applicable.

NAMED INSURED: 5 WAY SHARED FACILITIES FOR YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1247,
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1271, YORK REGION STANDARD
CONDOMINIUM CORPORATION NO. 1279, YORK REGION STANDARD CONDOMINIUM CORPORATION
NO. 1285 AND YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

**ADDITIONAL NAMED
INSUREDS:** ALL REGISTERED UNIT OWNERS FROM TIME TO TIME AND ALL REGISTERED
MORTGAGEES FROM TIME TO TIME

PROPERTY INSURED: 7161, 7163, 7165, 7167, 7171, 7181, 7191 Yonge Street
Markham, Ontario
L3T 0C6

TERM: September 1, 2021 TO September 1, 2022

COMMERCIAL PACKAGE POLICY NO. 81735152

PROPERTY: Form: Comprehensive All Risk Policy
Amount of Insurance: \$128,112,449.00
Deductibles: \$ 25,000.00 STANDARD
\$ 25,000.00 SEWER BACKUP
\$ 50,000.00 WATER
\$ 25,000.00 FLOOD
\$ 100,000.00 EARTHQUAKE
Company: Aviva Insurance Company of Canada 20%
RSA Insurance Company of Canada 25%
Chubb Insurance Company of Canada 10%
Wawanesa Insurance 27%
Tokio Marine Kiln 510 10%
Trisura Guarantee Insurance Company 8%

COMPREHENSIVE GENERAL LIABILITY:

Aviva Limit of Liability: \$5,000,000.00
Novex Excess Limit of Liability: \$5,000,000.00

DIRECTORS AND OFFICERS LIABILITY:

Limit of Liability: N/A

EQUIPMENT BREAKDOWN INSURANCE:

Limit per Accident: \$128,112,449.00
Company: Aviva Insurance Company of Canada
Policy Number: 81638409-1994

This document is furnished as a matter of courtesy and only as information of the fact that Policies have been concurrently prepared.

It is not a contract, confers no right upon any person and imposes no liability on the Insuring Companies.

A photocopy of this executed Certificate may be relied upon to the same extent as if it were an original executed certificate.

**ATRENS-COUNSEL INSURANCE BROKERS
Part of Arthur J. Gallagher Canada Limited**

Authorized Representative

Date: August 26, 2021

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

FINANCIAL STATEMENTS - TABLE OF CONTENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

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INDEPENDENT AUDITOR'S REPORT

To the Owners of
York Region Standard Condominium Corporation No. 1296

Opinion

We have audited the accompanying financial statements of York Region Standard Condominium Corporation No. 1296 which comprise the statement of financial position as at September 30, 2020, and the statements of revenue and expenses, operating 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 Region Standard Condominium Corporation No. 1296 as at September 30, 2020 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.

Condominium Act of Ontario

As at September 30, 2020, the reserve fund for major repairs and replacements was underfunded by \$84,072. This occurred as a result of the corporation using reserve fund monies to fund the operating deficit at September 30, 2020. This use of reserve fund monies is in contravention of 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 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 1, 2021
Richmond Hill, Ontario

YalePGC, LLP
Chartered Professional Accountants
Licensed Public Accountants

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

STATEMENT OF FINANCIAL POSITION

AS AT SEPTEMBER 30, 2020

	2020	2019
ASSETS		
OPERATING		
Cash	\$ 7,743	\$ 147,390
Accounts receivable		
Unit owners	20,365	6,569
Allowance for doubtful accounts	(18,047)	(6,395)
Other	75	1,299
Due from Shared Facilities World on Yonge Residential	8,390	2,456
Prepaid expenses	<u>185,131</u>	<u>151,773</u>
	<u>203,657</u>	<u>303,092</u>
RESERVE		
Cash	816,869	702,279
Investments	1,423,712	1,100,000
Interest receivable	<u>10,653</u>	<u>8,001</u>
	<u>2,251,234</u>	<u>1,810,280</u>
CAPITAL ASSETS (note 5)	<u>475,567</u>	<u>479,800</u>
	<u>\$ 2,930,458</u>	<u>\$ 2,593,172</u>

See accompanying notes.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

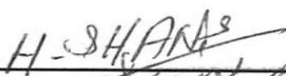

STATEMENT OF FINANCIAL POSITION

AS AT SEPTEMBER 30, 2020



	2020	2019
LIABILITIES		
OPERATING		
Accounts payable and accrued liabilities	\$ 307,841	\$ 341,077
Due to World on Yonge Shared Facilities	43,307	2,480
Due to York Region Standard Condominium Corporation No. 1247	<u>-</u>	<u>2,966</u>
	<u>351,148</u>	<u>346,523</u>
RESERVE		
Accounts payable and accrued liabilities	12,611	5,949
Due to World on Yonge Shared Facilities	<u>2,318</u>	<u>-</u>
	<u>14,929</u>	<u>5,949</u>
	<u>366,077</u>	<u>352,472</u>
FUND BALANCES		
OPERATING FUND (DEFICIT)	(231,563)	(43,431)
CAPITAL ASSET FUND	475,567	479,800
RESERVE FUND FOR MAJOR REPAIRS AND REPLACEMENTS	<u>2,320,377</u>	<u>1,804,331</u>
	<u>2,564,381</u>	<u>2,240,700</u>
	<u>\$ 2,930,458</u>	<u>\$ 2,593,172</u>

APPROVED ON BEHALF OF THE BOARD:


 _____ Director

 _____ Director

See accompanying notes.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

STATEMENT OF REVENUE AND EXPENSES

FOR THE YEAR ENDED SEPTEMBER 30, 2020



	2020 BUDGET	2020 ACTUAL	2019 ACTUAL
REVENUE			
Common element assessments	\$ 2,868,736	\$ 2,868,733	\$ 2,868,733
Less: Budgeted transfer to reserve fund for major repairs and replacements	(667,249)	(667,249)	(632,148)
Budgeted transfer to capital asset fund	<u>(10,452)</u>	<u>-</u>	<u>(34,563)</u>
	2,191,035	2,201,484	2,202,022
Other income	<u>13,148</u>	<u>8,818</u>	<u>21,657</u>
	<u>2,204,183</u>	<u>2,210,302</u>	<u>2,223,679</u>
EXPENSES - see Schedule			
Service and maintenance contracts	836,316	828,125	826,783
Repairs and maintenance	121,582	87,503	122,876
On-site personnel	81,684	93,301	92,117
Utilities	575,481	657,066	529,506
General and administration	162,268	193,080	138,332
Shared Facilities (note 7)	420,372	455,287	416,028
Special projects (note 10)	<u>6,480</u>	<u>84,072</u>	<u>(2,602)</u>
	<u>2,204,183</u>	<u>2,398,434</u>	<u>2,123,040</u>
(DEFICIENCY) EXCESS OF REVENUE OVER EXPENSES	<u>\$ -</u>	<u>\$ (188,132)</u>	<u>\$ 100,639</u>

See accompanying notes.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

SCHEDULE OF EXPENSES

FOR THE YEAR ENDED SEPTEMBER 30, 2020



	2020 BUDGET	2020 ACTUAL	2019 ACTUAL
SERVICE AND MAINTENANCE CONTRACTS			
Cleaning	\$ 130,704	\$ 129,837	\$ 129,837
Elevators	102,324	102,326	100,532
Heating and air conditioning	45,220	45,604	49,163
Management fees	206,856	206,858	201,967
Parking rent (note 8)	66,564	68,008	66,184
Pest control	2,280	2,330	2,250
Security	246,608	250,758	238,324
Waste removal and odour control	17,760	13,194	21,109
Window washing	18,000	9,210	17,417
	<u>836,316</u>	<u>828,125</u>	<u>826,783</u>
REPAIRS AND MAINTENANCE			
Cleaning supplies	2,400	855	1,712
Electrical	8,400	7,808	10,443
Elevator	5,520	2,503	2,343
General building	75,662	70,727	82,725
Hardware and doors	9,600	6,735	10,463
Plumbing	20,000	(1,125)	15,190
	<u>121,582</u>	<u>87,503</u>	<u>122,876</u>
ON-SITE PERSONNEL			
Relief staff	26,160	30,185	35,896
Superintendent and employee benefits	55,524	63,116	56,221
	<u>81,684</u>	<u>93,301</u>	<u>92,117</u>
UTILITIES			
Gas	156,046	136,873	145,670
Hydro	116,083	180,105	104,976
Water	303,352	340,088	278,860
	<u>\$ 575,481</u>	<u>\$ 657,066</u>	<u>\$ 529,506</u>

See accompanying notes.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

SCHEDULE OF EXPENSES

FOR THE YEAR ENDED SEPTEMBER 30, 2020



	2020 BUDGET	2020 ACTUAL	2019 ACTUAL
GENERAL AND ADMINISTRATION			
Audit fees	\$ 4,800	\$ 4,800	\$ 4,407
Insurance	96,000	138,462	81,290
Legal	10,200	6,822	14,317
Office and general	42,268	34,707	29,933
Telephone	9,000	8,289	8,385
	<u>\$ 162,268</u>	<u>\$ 193,080</u>	<u>\$ 138,332</u>

See accompanying notes.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

STATEMENT OF OPERATING FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2020

	2020	2019
BALANCE, BEGINNING OF YEAR	\$ (43,431)	\$ 246,779
(DEFICIENCY) EXCESS OF REVENUE OVER EXPENSES	(188,132)	100,639
TRANSFER TO CAPITAL ASSET FUND (MORTGAGE PAYDOWN AND PURCHASE OF PARKING AND LOCKER UNITS)	<u>-</u>	<u>(390,849)</u>
BALANCE, END OF YEAR	<u>\$ (231,563)</u>	<u>\$ (43,431)</u>

STATEMENT OF CAPITAL ASSET FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2020

	2020	2019
BALANCE, BEGINNING OF YEAR	\$ 479,800	\$ 76,730
BUDGETED TRANSFER FROM OPERATING FUND	-	34,563
TRANSFER FROM OPERATING FUND (MORTGAGE PAYDOWN AND PURCHASE OF PARKING AND LOCKER UNITS)	-	390,849
MORTGAGE INTEREST	-	(15,767)
MORTGAGE DISCHARGE FEES	-	(1,283)
AMORTIZATION	<u>(4,233)</u>	<u>(5,292)</u>
BALANCE, END OF YEAR	<u>\$ 475,567</u>	<u>\$ 479,800</u>

See accompanying notes.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296
STATEMENT OF RESERVE FUND FOR MAJOR REPAIRS AND REPLACEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	2020	2019
BALANCE, BEGINNING OF YEAR	\$ 1,804,331	\$ 1,333,946
BUDGETED TRANSFER FROM OPERATING FUND	667,249	632,148
ENERGY RETROFIT REBATE	27,459	6,049
INTEREST EARNED	<u>41,258</u>	<u>36,718</u>
	<u>2,540,297</u>	<u>2,008,861</u>
CHARGES TO THE FUND		
Plumbing repairs and replacements	66,554	1,102
Garage repairs and topping replacement	40,416	35,783
Garage door repairs and replacements	32,593	-
Common area renovations	21,394	-
Door repairs and replacements	19,425	5,521
Mechanical repairs and replacements	17,028	10,544
Electrical repairs and replacements	9,177	-
Waste removal equipment repairs and replacements	8,687	-
Security equipment repairs and replacements	4,646	-
Energy efficiency project and lighting retrofit	-	115,063
Chiller repairs and replacement of parts	-	19,149
Precast repairs	-	8,950
Replacement of lobby tiles	-	4,463
Reserve fund study	-	3,955
	<u>219,920</u>	<u>204,530</u>
BALANCE, END OF YEAR	<u>\$ 2,320,377</u>	<u>\$ 1,804,331</u>

See accompanying notes.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

	2020	2019
CASH FLOWS FROM OPERATING AND RESERVE ACTIVITIES		
(Deficiency) excess of revenue over expenses	\$ (188,132)	\$ 100,639
Transfer to capital asset fund	-	(390,849)
Net change in non-cash working capital		
Accounts receivable	(3,572)	(3,221)
Prepaid expenses	(33,358)	(57,205)
Due from Shared Facilities World on Yonge Residential	(5,934)	10,677
Due to World on Yonge Shared Facilities	43,145	47,511
Amortization	4,233	5,293
Accounts payable and accrued liabilities	(26,574)	171,997
Due to York Region Standard Condominium Corporation No. 1247	<u>(2,966)</u>	<u>2,966</u>
Cash flows (used in) operating and reserve activities	<u>(213,158)</u>	<u>(112,192)</u>
CASH FLOWS FROM RESERVE AND CAPITAL ASSET FUND ACTIVITIES		
Budgeted transfer from operating fund	667,249	632,148
Interest earned on reserve funds	41,258	36,718
Energy retrofit rebate	27,459	6,049
Charges to reserve fund	(219,920)	(204,530)
Capital asset fund (net)	<u>(4,233)</u>	<u>403,070</u>
Cash flows provided by reserve and capital asset fund activities	<u>511,813</u>	<u>873,455</u>
CASH FLOWS FROM INVESTING AND FINANCING ACTIVITIES		
Purchase of investments	(323,712)	(400,000)
Mortgages payable	<u>-</u>	<u>(408,363)</u>
Cash flows (used in) investing and financing activities	<u>(323,712)</u>	<u>(808,363)</u>
NET (DECREASE) IN CASH RESOURCES	(25,057)	(47,100)
CASH RESOURCES, BEGINNING OF YEAR	<u>849,669</u>	<u>896,769</u>
CASH RESOURCES, END OF YEAR	<u>\$ 824,612</u>	<u>\$ 849,669</u>
Represented by:		
Cash - operating fund	\$ 7,743	\$ 147,390
Cash - reserve fund	<u>816,869</u>	<u>702,279</u>
	<u>\$ 824,612</u>	<u>\$ 849,669</u>

See accompanying notes.

NOTE 1 OPERATIONS

The corporation was incorporated on September 17, 2015 without share capital under the Condominium Act of Ontario and is a non-profit organization 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 521 residential units of the multi-unit high-rise complex located at 7165 Yonge Street, 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.

Operating fund

The operating fund reports all owners assessments, budgeted allocations of those assessments to other funds and expenses related to the operation and maintenance of the common elements of the corporation.

Capital asset fund

The capital asset fund represents the corporation's invested equity in the superintendent's suite, guest suite, parking unit, locker unit and recycling system. The current year amortization on the recycling system is accounted for in these statements.

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.

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (continued)

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.

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, investments, 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 through its interest bearing investments. 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.

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.

NOTE 3 FINANCIAL INSTRUMENTS (continued)

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

The 2020 budget figures as presented are for information purposes only and are not covered by the audit report of Yale PGC, LLP dated March 1, 2021.

NOTE 5 CAPITAL ASSETS

The capital assets of the corporation consist of the superintendent's suite at a cost of \$300,000, the guest suite at a cost of \$130,000, parking at a cost of \$19,816, locker at a cost of \$8,816 and the recycling system (equipment) at a cost of \$51,681. No amortization is taken on the superintendent's suite, the guest suite, parking and locker as the residual value of these assets would not be less than the original costs. Amortization on the recycling system will be provided on the declining balance basis at an annual rate of 20%.

	Cost	Accumulated Amortization	Net Book Value	
			2020	2019
Superintendent's suite	\$ 300,000	\$ -	\$ 300,000	\$ 300,000
Guest suite	130,000	-	130,000	130,000
Parking	19,816	-	19,816	19,816
Locker	8,816	-	8,816	8,816
Recycling system	51,681	34,746	16,935	21,168
	<u>\$ 510,313</u>	<u>\$ 34,746</u>	<u>\$ 475,567</u>	<u>\$ 479,800</u>

NOTE 6 RESERVE FUND STUDY

The directors of the corporation have used an updated reserve fund study not based on a site visit from WSP Canada Inc. dated March 1, 2019 and such other information available to them in evaluating the adequacy of the annual contributions to the reserve fund. The study's plan for contribution to the reserve fund for 2020 was \$667,249 and the plan for expenditures for 2020 was \$28,784. The study projected a reserve fund balance on September 30, 2020 of \$2,687,422.

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 SHARED FACILITIES

This corporation, along with the adjacent corporations, has entered into various cost sharing agreements to form various Shared Facilities.

This corporation, and all adjacent corporations, shall be solely responsible for that proportionate share of the total costs of operating, maintaining, repairing, replacing and inspecting the exterior landscaped areas and facilities, pedestrian walkways, pedestrian bridge, garage ramps, green roofs, outdoor roadways, shared systems and parks in the proportion that the gross floor area of each of the buildings bears to the total gross floor area in all of the buildings. This corporation's share of the cost is 28.49%.

This corporation, and all adjacent corporations, shall be solely responsible for that proportionate share of the total costs of operating, maintaining, repairing, replacing and inspecting the garage in the proportion that the number of parking units of each of the buildings bears to the total number of parking units in all of the buildings. This corporation's share of the cost is 21.86%.

This corporation, and three of the adjacent corporations, shall be solely responsible for that proportionate share of the total costs of operating, maintaining, repairing, replacing and inspecting the shared elevators in the proportion that the gross floor area of each of these buildings bears to the total gross floor area in all of these buildings. This corporation's share of the cost is 33.59%.

This corporation, and one of the adjacent corporations, shall be solely responsible for that proportionate share of the total costs of operating, maintaining, repairing, replacing and inspecting the shared recreational areas in the proportion that the total number of residential dwelling units in each of these buildings bears to the total number of residential dwelling units in both of these buildings. This corporation's share of the cost is 42.32%.

The only charge shown as expenses for the Shared Facilities are as follows:

October 1, 2019 to September 30, 2020	\$ 435,017
Less: share of surplus from Shared Facilities World on Yonge Residential	(8,390)
Add: share of deficit from World on Yonge Shared Facilities	<u>28,660</u>
	<u>\$ 455,287</u>

NOTE 8 COMMITMENTS

The corporation has entered into a commercial parking lease since the registration date of September 17, 2015 with York Region Standard Condominium Corporation No. 1247 (expiring on January 23, 2064), York Region Standard Condominium Corporation No. 1279 (expiring on January 23, 2064) and York Region Standard Condominium Corporation No. 1285 (expiring on May 4, 2065). During the first year of the term, the rent per parking unit was \$60 plus TMI and in each subsequent year it increases by an amount equal to 3% of the previous year's rent. The minimum rental obligation for the next five years is as follows:

Year ended September 30, 2021	\$ 50,579
Year ended September 30, 2022	52,096
Year ended September 30, 2023	53,659
Year ended September 30, 2024	55,269
Year ended September 30, 2025	56,927

The corporation has entered into a contract with Edgecom Energy for the flood detection system for a total contract price of \$105,090 (including H.S.T.). As at September 30, 2020, \$84,072 had been invoiced for work performed with the remaining contract amount to be invoiced as the work is completed.

NOTE 9 COMPARATIVE FIGURES

Certain 2019 figures presented for comparison purposes have been reclassified in order to conform with the financial statement presentation adopted for 2020.

NOTE 10 SPECIAL PROJECTS

During the year, the corporation charged \$84,072 to special projects for the flood detection system.

NOTE 11 CORONAVIRUS

Events have occurred as a result of the COVID-19 (coronavirus) pandemic that have caused economic uncertainty. The related financial impact and duration of this disruption cannot be reasonably estimated at this time.

NOTE 12 FUNDING OF THE RESERVE FUND FOR MAJOR REPAIRS AND REPLACEMENTS

As at September 30, 2020, the reserve fund for major repairs and replacements was underfunded by \$84,072. This occurred as a result of the corporation using reserve fund monies to fund the operating deficit at September 30, 2020. This use of reserve fund monies is in contravention of the Condominium Act of Ontario. This shortfall occurred as a result of a year end adjusting entry to reallocate non-reserve expenses from the reserve fund to the operating fund.



York Region Standard Condominium Corporation No. 1296

September 30, 2021

To: All Unit Owners

7165/ 7167 Yonge Street
Thornhill, ON
L3T 0C9 & L3T 0E1

**RE: Common Area Maintenance Fee for Fiscal Year October 1st, 2021 to September 30th, 2022
York Region Standard Condominium Corporation No. 1296 (YRSCC 1296)**

Please be advised that your Board of Directors has reviewed and approved the new budget for the upcoming fiscal year October 1st, 2020 to September 30th, 2021.

After a lengthy deliberation the Board of Directors made the decision to increase 1.5% the common element fees for the fiscal year starting October 1, 2021.

Payment Methods:

- 1- If you are currently on the Pre-authorized payment (PAP) plan **no action is required on your part.**
- 2- If you are currently paying by Post-dated cheques please forward twelve (12) post-dated cheques (dated October 1, 2021 to September 1, 2022 inclusive) each to the Property Management Office located at 7165 Yonge Street, Thornhill, Ontario L3T 0C9. All cheques are to be made payable to "YRSCC 1296" before as soon as possible.

If you wish to enroll in the PAP plan, please complete the attached PAF form or contact the Management Office (we urged to take advantage of the Pre-Authorized Payment option to decrease banking charge).

Please note:

All new Owners and any existing Owners (that are paying by post-dated cheques) are

urged to take advantage of the Pre-Authorized Payment option. One reason is for your

own convenience and another reason is how our banking arrangements are set up. In

Management Office: Y.R.S.C.C. 1296 7165 Yonge St., G/F, Thornhill, ON, L3T 0C9
Tel: 416.639.1464 · Fax: 416.639.1465 · Email: parksidetowersmgmt@rogers.com

Managed
by:





York Region Standard Condominium Corporation No. 1296

order to receive the most out of our banking arrangements, the corporation needs to limit the number of deposits made, as there is a per deposit charge. This can be done with your assistance in limiting the number of Common Element Assessment Fee cheques deposited. To arrange and make use of this plan please see the attached Pre- Authorized Form. Please complete and return it with a VOID cheque, before October 15, 2021.

Please be reminded that it is the unit owner's responsibility to ensure that maintenance fees are paid on **the first day of each month**. Should you have any questions on the foregoing, please do not hesitate to contact the Management Office at (416) 639-1464.

Yours truly,

Board of Directors

Parkside Towers, YRSCC 1296

Management Office: Y.R.S.C.C. 1296 7165 Yonge St., G/F, Thornhill, ON, L3T 0C9
Tel: 416.639.1464 · Fax: 416.639.1465 · Email: parksidetowersmgmt@rogers.com

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by:



YRSCC 1296 - Parkside Towers (YRSCC1296)

2021 BUDGET & PROJECTED REVENUES & EXPENSES AND 2022 BUDGET

		2021	2021	2022
		Budget	Projected	Budget
REVENUE				
OPERATING INCOME				
3001&3005	Common Expense Contribution	3,069,267	3,069,266	3,115,307
3090-0000	Prior Years Surplus/(Deficit) Applied	0	0	0
3099-0000	Allocation to Reserve Fund	(600,000)	(600,000)	(600,000)
3099-1000	Allocation to Reserve Fund - Shared	(135,504)	(135,501)	(180,660)
TOTAL OPERATING INCOME		2,333,763	2,333,765	2,334,647
3305-0000	Access Control - Keys etc.	2,400	3,851	2,400
3327-0000	Bicycle Income	240	120	120
3355-0000	Guest Suites Income	9,600	2,400	6,900
3360-0000	Interest Income	1,800	915	900
3438-0000	NSF Fee	600	625	600
3499-0000	Miscellaneous Income	1,800	4,196	1,440
TOTAL REVENUE		2,350,203	2,345,871	2,347,007
EXPENDITURES				
UTILITIES				
4010-0000	Gas	141,100	144,356	145,200
4020-0000	Hydro	147,500	107,260	147,500
4030-0000	Water	323,041	305,734	323,041
TOTAL UTILITIES		611,641	557,350	615,741
ON SITE WAGES & BENEFITS - PAYROLL				
4185-0000	Superintendent	47,004	44,289	47,004
4205-0000	C.P.P.	2,760	2,395	2,400
4210-0000	E.I.	1,320	1,029	1,032
4220-0000	WSIB	1,320	1,275	1,284
4225-0000	Group Insurance	4,800	4,622	4,620
TOTAL ON SITE WAGES & BENEFITS - PAYROLL		57,204	53,611	56,340
CONTRACTS - ON SITE PERSONNEL				
4405-0000	Cleaning	132,432	130,486	131,584
4425-0000	Maintenance	28,800	31,536	30,000
4428-0000	Security	248,232	252,421	254,448
TOTAL CONTRACTS - ON SITE PERSONNEL		409,464	414,443	416,032
CONTRACTS				
5045-0000	Elevators	104,628	104,372	108,552
5075-0000	H.V.A.C. - All Inclusive	33,088	32,847	33,993
5105-0000	Management Fees	213,060	213,066	202,896
5110-0000	Odour Control	3,120	3,119	3,120
5120-0000	Pest Control	2,256	2,876	2,640
5155-0000	Window Washing	9,000	0	9,220
TOTAL CONTRACTS		365,152	356,280	360,421
BUILDING SAFETY FEATURE EXPENSES				
5301-0000	General Building Safety Feature Expenses	8,040	7,644	8,040
5345-0000	Roof Anchors	750	848	750
TOTAL BUILDING SAFETY FEATURE EXPENSES		8,790	8,492	8,790

YRSCC 1296 - Parkside Towers (YRSCC1296)

2021 BUDGET & PROJECTED REVENUES & EXPENSES AND 2022 BUDGET

		2021	2021	2022
		Budget	Projected	Budget
<u>C/A - HOUSEKEEPING & MAINTENANCE</u>				
5401-0000	General CA - H & M - Expenses	1,800	1,049	1,320
5405-0000	Carpets	4,128	2,218	5,000
5410-0000	Cleaning Supplies	2,400	600	600
5430-0000	Guest Suites	600	150	1,800
5435-0000	Hardware & Doors	8,880	12,701	12,000
5437-0000	Maintenance Supplies	1,080	613	1,800
5438-0000	Small Tools	1,200	300	600
5445-0000	Signage	1,200	300	1,200
5450-0000	Small Equipment Repairs	600	150	600
5455-0000	Waste Disposal	10,800	8,315	9,000
5499-0000	CA - H & M - Miscellaneous	10,200	29,120	19,992
TOTAL C/A - HOUSEKEEPING & MAINTENANCE		42,888	55,515	53,912
<u>ELECTRICAL EXPENSES</u>				
5501-0000	General Electrical Expenses	2,400	2,261	3,000
5505-0000	Electrical - Bulbs & Parts	2,520	2,418	2,700
5555-0000	Elevators - Licenses	740	1,805	1,800
5560-0000	Elevators - Repairs & Maintenance	1,920	2,303	2,400
TOTAL ELECTRICAL EXPENSES		7,580	8,788	9,900
<u>IN-SUITE R & M EXPENSES - CONDO</u>				
5720-0000	Fan Coil - Filters	14,000	13,795	14,000
TOTAL IN-SUITE R & M EXPENSES - CONDO		14,000	13,795	14,000
<u>MECHANICAL EXPENSES</u>				
5901-0000	General Mechanical Expenses	1,200	1,035	1,200
5917-0000	Chemical Treatment	4,800	4,583	4,800
5999-0000	Plumbing - Miscellaneous	2,400	1,086	1,200
TOTAL MECHANICAL EXPENSES		8,400	6,704	7,200
<u>SPECIFIC EXPENDITURES</u>				
6005-0000	Specific Expenditures	2,400	600	1,200
TOTAL SPECIFIC EXPENDITURES		2,400	600	1,200
<u>SHARED COST EXPENSES</u>				
6105-0000	SC - Common Areas	479,424	486,813	487,644
TOTAL SHARED COST EXPENSES		479,424	486,813	487,644
<u>OTHER OPERATING EXPENSES</u>				
6305-0000	CEC Expense	7,680	8,070	9,000
6351-0000	Parking Expense	68,400	69,331	70,452
TOTAL OTHER OPERATING EXPENSES		76,080	77,400	79,452
<u>REALTY TAXES EXPENSE</u>				
6415-0000	Property Taxes - Condominium	180	187	192
TOTAL REALTY TAXES EXPENSE		180	187	192
<u>INSURANCE EXPENSES</u>				
6505-0000	Building Comprehensive	172,440	172,435	189,511

YRSCC 1296 - Parkside Towers (YRSCC1296)

2021 BUDGET & PROJECTED REVENUES & EXPENSES AND 2022 BUDGET

		2021	2021	2022
		Budget	Projected	Budget
6515-0000	Deductibles	20,000	9,419	4,200
TOTAL INSURANCE EXPENSES		192,440	181,854	193,711
GENERAL & ADMINISTRATIVE EXPENSES				
7001-0000	CAO Fee	4,704	4,700	4,692
7005-0000	AGM Expenses	5,000	2,147	3,600
7010-0000	Audit Fees	4,800	4,520	4,800
7020-0000	Bank Charges	1,440	1,331	1,500
7050-0000	Legal Fees	4,800	4,501	6,000
7055-0000	Meeting Costs	3,000	3,214	3,120
7060-0000	Office Expenses - General	5,040	3,293	4,800
7060-3000	Photocopying	1,200	1,613	1,800
7060-3500	Postage & Courier	600	180	240
7065-0000	Telephone	9,288	10,867	10,920
7070-0000	Uniforms	800	495	1,000
TOTAL GENERAL & ADMINISTRATIVE EXPENSES		40,672	36,860	42,472
TOTAL EXPENDITURES		2,316,315	2,258,692	2,347,007



York Region Standard Condominium Corporation No. 1296

September 23rd, 2020

RE: NOTICE OF FUTURE FUNDING OF THE RESERVE FUND- F 15

As part of the Condominium Act there is a requirement to deliver to all unit owners a Form 15 which summarizes a plan approved by the Board to ensure the adequate funding of your Reserve Fund.

This proposal is forwarded to you for your records. **There is no action required by unit owners** and the Corporation is currently meeting the new funding criteria.

If unit owners would like to see the study in its entirety, please contact the Property Manager and a full copy can be provided for review. We trust the information in this package gives the unit owners a full outline of future funding requirements.

If there are any questions please feel free to contact the undersigned at your earliest convenience.

Best Regards,

A handwritten signature in black ink, appearing to read 'Sam Pooya', written over a circular scribble.

Sam Pooya, RCM, M.Sc., B.A., C.A.P.M.

Condominium Manager, General License

Crossbridge Condominium Services

As Agents for and on behalf of:

Parkside Towers

Management Office: Y.R.S.C.C. 1296 7165 Yonge St., G/F, Thornhill, ON, L3T 0C9
Tel: 416.639.1464 · Fax: 416.639.1465 · Email: parksidetowersmgmt@rogers.com

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Notice of Future Funding of the Reserve Fund

Attach:

1. Notice of Future Funding of the Reserve Fund
2. Summary of Reserve Fund Study
3. Cash Flow Table for the selected scenario
4. Summary of Proposed Plan for the Future Funding of the Reserve Fund
5. Contribution Table and Difference Between the Reserve Fund Study and the Proposed Plan for Future Funding of the Reserve Fund

Notice of Future Funding of the Reserve Fund

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

TO: All Owners in YRSCC 1296

The Board has received and reviewed the Updated Reserve Fund Study not based on a Site Visit, dated Mar 1, 2019, prepared by WSP Canada Inc., 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 fiscal year 2019 the average contribution per unit per month to the reserve fund (excluding any other contributions) is: \$101.11

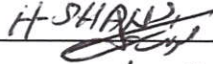

Based on the proposed funding plan, the average increase in contribution per unit per month (excluding any other contributions) will be:

(\$5.14)	in	2020
\$0.00	in	2021
\$0.00	in	2022

The proposed funding plan will be implemented beginning on October 01, 2020

Dated this 01, day of September, 2020.

York Region Standard Condominium Corporation 1296

x		
	(Signature)	
	<u>Houshang Shans</u>	
	(Print name)	
x		
	(Signature)	
	<u>Sharada Ravi</u>	
	(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 the Updated Reserve Fund Study not based on a Site Visit, dated Mar 1, 2019, prepared by WSP Canada Inc. for:

York Region Standard Condominium Corporation 1296

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, this Corporation has obtained this Reserve Fund Study.

The estimated expenditure 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 fiscal year ending on Sep 30, 2020 is below:

\$600,000 Contribution for year ending Sep 30, 2020

This annual contribution is based on the estimated expenditures and the following:

Opening Balance of the Reserve Fund:	\$1,338,379
Minimum Reserve Fund Balance During the Projected Period:	\$22,272
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	2.80%
Assumed Short Term Annual Interest Rate for Interest Earned on the Reserve Fund:	2.80%
Assumed Long Term Annual Interest Rate for Interest Earned on the Reserve Fund:	4.30%

The Reserve Fund Study can be examined by submitting a written request to the Property Manager (as per Section 55 (3) of the Condominium Act 1998).

Cash Flow Table

Opening Balance of the Reserve Fund: \$1,338,379

Minimum Reserve Fund Balance During the Projected Period: \$22,272

Assumed Annual Inflation Rate for Reserve Fund Expenditures: 2.80%

Assumed Short Term Annual Interest Rate for Interest Earned on the Reserve Fund: 2.80%

Assumed Long Term Annual Interest Rate for Interest Earned on the Reserve Fund: 4.30%

Year	Opening Balance	Recommended Annual Other Contributions	Other Contribution	Estimated Inflation Adjusted Expenditure	Estimated Interest Earned	Percentage Increase In Recommended Annual Contribution	Increase In Recommended Annual Contribution	Increase Per Unit Per Month	Closing Balance
2019	\$1,338,379	\$632,153	\$0	\$31,955	\$45,877	-	-	-	\$1,984,454
2020	\$1,984,454	\$600,000	\$0	\$28,784	\$63,562	-5.09	(\$32,153)	(\$5.14)	\$2,619,232
2021	\$2,619,232	\$600,000	\$0	\$282,066	\$77,790	0	\$0	\$0.00	\$3,014,956
2022	\$3,014,956	\$600,000	\$0	\$39,625	\$92,264	0	\$0	\$0.00	\$3,667,595
2023	\$3,667,595	\$642,745	\$0	\$31,270	\$111,253	7.12	\$42,745	\$6.84	\$4,390,323
2024	\$4,390,323	\$686,687	\$0	\$264,745	\$197,856	6.84	\$43,942	\$7.03	\$5,010,120
2025	\$5,010,120	\$731,859	\$0	\$37,714	\$230,359	6.58	\$45,172	\$7.23	\$5,934,625
2026	\$5,934,625	\$778,296	\$0	\$394,320	\$263,444	6.35	\$46,437	\$7.43	\$6,582,045
2027	\$6,582,045	\$826,033	\$0	\$963,544	\$280,071	6.13	\$47,737	\$7.64	\$6,724,605
2028	\$6,724,605	\$849,162	\$0	\$1,176,057	\$282,130	2.8	\$23,129	\$3.70	\$6,679,840
2029	\$6,679,840	\$872,939	\$0	\$99,579	\$303,860	2.8	\$23,777	\$3.80	\$7,757,060
2030	\$7,757,060	\$897,381	\$0	\$553,228	\$340,953	2.8	\$24,442	\$3.91	\$8,442,166
2031	\$8,442,166	\$922,508	\$0	\$517,829	\$371,714	2.8	\$25,127	\$4.02	\$9,218,559
2032	\$9,218,559	\$948,338	\$0	\$954,562	\$396,264	2.8	\$25,830	\$4.13	\$9,608,599
2033	\$9,608,599	\$974,891	\$0	\$982,249	\$413,012	2.8	\$26,553	\$4.25	\$10,014,252
2034	\$10,014,252	\$1,002,188	\$0	\$1,713,449	\$415,321	2.8	\$27,297	\$4.37	\$9,718,312
2035	\$9,718,312	\$1,030,249	\$0	\$1,347,330	\$411,070	2.8	\$28,061	\$4.49	\$9,812,302
2036	\$9,812,302	\$1,059,096	\$0	\$1,694,337	\$408,271	2.8	\$28,847	\$4.61	\$9,585,333
2037	\$9,585,333	\$1,088,751	\$0	\$140,482	\$432,557	2.8	\$29,655	\$4.74	\$10,966,159
2038	\$10,966,159	\$1,119,236	\$0	\$47,318	\$494,591	2.8	\$30,485	\$4.88	\$12,532,668
2039	\$12,532,668	\$1,150,575	\$0	\$3,243,774	\$493,901	2.8	\$31,339	\$5.01	\$10,933,370
2040	\$10,933,370	\$1,182,791	\$0	\$2,528,289	\$441,207	2.8	\$32,216	\$5.15	\$10,029,079
2041	\$10,029,079	\$1,215,909	\$0	\$3,788,075	\$375,949	2.8	\$33,118	\$5.30	\$7,832,862
2042	\$7,832,862	\$1,249,955	\$0	\$226,240	\$358,823	2.8	\$34,045	\$5.45	\$9,215,399
2043	\$9,215,399	\$1,284,953	\$0	\$3,233,230	\$354,374	2.8	\$34,999	\$5.60	\$7,621,496
2044	\$7,621,496	\$1,320,932	\$0	\$2,217,782	\$308,442	2.8	\$35,979	\$5.75	\$7,033,088
2045	\$7,033,088	\$1,357,918	\$0	\$3,384,583	\$258,850	2.8	\$36,986	\$5.92	\$5,265,273
2046	\$5,265,273	\$1,395,940	\$0	\$3,558,615	\$179,909	2.8	\$38,022	\$6.08	\$3,282,507
2047	\$3,282,507	\$1,435,026	\$0	\$3,169,975	\$103,846	2.8	\$39,086	\$6.25	\$1,651,404
2048	\$1,651,404	\$1,475,207	\$0	\$3,139,566	\$35,227	2.8	\$40,181	\$6.43	\$22,272

Summary of Proposed Plan for Future Funding of the Reserve Fund

The following is a summary of the Board's proposed plan for the future funding of the Reserve Fund.

The Board of YRSCC 1296 has reviewed the Updated Reserve Fund Study not based on a Site Visit, dated Mar 1, 2019, prepared by WSP Canada Inc. 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 fiscal year is \$600,000.

The Proposed Plan for Future Funding of the Reserve Fund can be examined by submitting a written request to the Property Manager (as set out in subsection 55 (3) of the Condominium Act, 1998).

Contribution Table

Year	A Annual Contribution*	% Increase Over Previous Year	B Other Contributions (e.g. Special Assessment, Loan)	A + B Total Contribution Each Year to Reserve Fund
2019	\$632,153	-	\$0	\$632,153
2020	\$600,000	-5.09	\$0	\$600,000
2021	\$600,000	0	\$0	\$600,000
2022	\$600,000	0	\$0	\$600,000
2023	\$642,745	7.12	\$0	\$642,745
2024	\$686,687	6.84	\$0	\$686,687
2025	\$731,859	6.58	\$0	\$731,859
2026	\$778,296	6.35	\$0	\$778,296
2027	\$826,033	6.13	\$0	\$826,033
2028	\$849,162	2.8	\$0	\$849,162
2029	\$872,939	2.8	\$0	\$872,939
2030	\$897,381	2.8	\$0	\$897,381
2031	\$922,508	2.8	\$0	\$922,508
2032	\$948,338	2.8	\$0	\$948,338
2033	\$974,891	2.8	\$0	\$974,891
2034	\$1,002,188	2.8	\$0	\$1,002,188
2035	\$1,030,249	2.8	\$0	\$1,030,249
2036	\$1,059,096	2.8	\$0	\$1,059,096
2037	\$1,088,751	2.8	\$0	\$1,088,751
2038	\$1,119,236	2.8	\$0	\$1,119,236
2039	\$1,150,575	2.8	\$0	\$1,150,575
2040	\$1,182,791	2.8	\$0	\$1,182,791
2041	\$1,215,909	2.8	\$0	\$1,215,909
2042	\$1,249,955	2.8	\$0	\$1,249,955
2043	\$1,284,953	2.8	\$0	\$1,284,953
2044	\$1,320,932	2.8	\$0	\$1,320,932
2045	\$1,357,918	2.8	\$0	\$1,357,918
2046	\$1,395,940	2.8	\$0	\$1,395,940
2047	\$1,435,026	2.8	\$0	\$1,435,026
2048	\$1,475,207	2.8	\$0	\$1,475,207

* The term "annual contribution" means the amount to be contributed each year to the reserve fund from the monthly common expenses.

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 matches the Reserve Fund Study.

NOTICE OF FUTURE FUNDING OF THE RESERVE FUND
(under subsection 94 (9) of the *Condominium Act, 1998*)
Condominium Act, 1998

To: All owners in World on Yonge (WOY) Shared Facilities

The Board has received and reviewed the Reserve Fund Study Update (With a Site Visit) dated July 20, 2020 prepared by WSP Canada Inc. and has proposed a plan for 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 a summary of the Reserve Fund Study.

There are a total of 2074 units in this Shared Facilities corporation. At the present time (fiscal year 2019/2020) the average contribution to the Reserve Fund is \$7.46 per unit per month.

Based on the proposed funding plan, the average increase in contribution for the next 3 years will be:

- | | | | |
|-------|-------|-----------------------------|-----------|
| a. \$ | 13.70 | per unit per month increase | 2020/2021 |
| b. \$ | 7.05 | per unit per month increase | 2021/2022 |
| c. \$ | 9.40 | per unit per month increase | 2022/2023 |

The proposed funding plan will be implemented as of October 01, 2020 (fiscal year (2020/2021)).


Dated this 5th day of Aug, 2020

World on Yonge (WOY) Shared Facilities



(signature)

Jakov Zaidman

(print name)


(signature)

Latif Fazel

(print name)

SUMMARY OF RESERVE FUND STUDY

The following is a summary of the Reserve Fund Study Update (With a Site Visit) dated July 20, 2020 prepared by WSP Canada Inc. for World on Yonge (WOY) Shared Facilities (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 the interest earned on the reserve fund.

The recommended annual contribution for the fiscal year 2020/2021 beginning October 01, 2020 is \$526,500 based on the estimated expenditures and the following:

Opening Balance of the Reserve Fund	\$	58,284
Minimum Reserve Fund Balance during the projected period	\$	36,445
Assumed Annual Inflation Rate for Reserve Fund Expenditures:		2.60%
Short Term Annual Interest Rate for Interest Earned on the Reserve Fund:		2.60%
Long Term Annual Interest Rate for Interest Earned on the Reserve Fund:		4.00%

The Reserve Fund Study can be examined upon arrangement with the property management company.

CASH FLOW TABLE

Opening Balance of the Reserve Fund \$58,284
 Minimum Reserve Fund Balance (as indicated in this table) \$36,445
 Assumed Annual Inflation Rate for Reserve Fund Expenditures 2.60%
 Short Term Annual Interest Rate for Interest Earned on the Reserve Fund 2.60%
 Long Term Annual Interest Rate for Interest Earned on the Reserve Fund 4.00%

Fiscal Year	Opening Balance	Recommended Annual Contribution										Recommended Total Annual Contribution	Estimated Inflation Adjusted Expenditures	Estimated Earned Interest	Percentage Increase in Recommended Annual Contribution	Closing Balance
		YRSCC 1247	YRSCC 1271	YRSCC 1279	YRSCC 1285	YRSCC 1296										
2019/2020	\$58,284	\$27,133	\$58,672	\$24,154	\$35,489	\$40,187						\$185,635	(\$207,474)	\$0	-	\$36,445
2020/2021	\$36,445	\$66,000	\$193,500	\$44,000	\$87,500	\$135,500						\$526,500	(\$222,334)	\$2,011	varies by different corporations	\$342,622
2021/2022	\$342,622	\$87,998	\$257,994	\$58,665	\$116,664	\$180,662						\$701,982	(\$13,685)	\$17,678	33.33%	\$1,048,598
2022/2023	\$1,048,598	\$117,327	\$343,983	\$78,218	\$155,548	\$240,877						\$935,953	(\$21,061)	\$38,883	33.33%	\$2,002,374
2023/2024	\$2,002,374	\$156,433	\$458,632	\$104,288	\$207,392	\$321,161						\$1,247,906	(\$87,316)	\$66,014	33.33%	\$3,228,978
2024/2025	\$3,228,978	\$208,572	\$611,494	\$139,048	\$276,516	\$428,204						\$1,663,834	(\$28,992)	\$161,276	33.33%	\$5,025,096
2025/2026	\$5,025,096	\$213,995	\$627,393	\$142,663	\$283,705	\$439,337						\$1,707,093	(\$39,971)	\$233,547	2.60%	\$6,925,765
2026/2027	\$6,925,765	\$219,558	\$643,705	\$146,372	\$291,081	\$450,760						\$1,751,478	(\$15,559)	\$311,438	2.60%	\$8,973,122
2027/2028	\$8,973,122	\$225,267	\$660,442	\$150,178	\$298,649	\$462,480						\$1,797,016	(\$23,658)	\$393,919	2.60%	\$11,140,399
2028/2029	\$11,140,399	\$231,124	\$677,613	\$154,083	\$306,414	\$474,504						\$1,843,739	(\$1,036,181)	\$441,043	2.60%	\$12,389,000
2029/2030	\$12,389,000	\$237,133	\$695,231	\$158,089	\$314,381	\$486,842						\$1,891,676	(\$606,829)	\$509,120	2.60%	\$14,182,967
2030/2031	\$14,182,967	\$243,299	\$713,307	\$162,199	\$322,555	\$499,499						\$1,940,859	(\$334,875)	\$592,741	2.60%	\$16,381,693
2031/2032	\$16,381,693	\$249,624	\$731,853	\$166,416	\$330,941	\$512,486						\$1,991,322	(\$46,626)	\$693,229	2.60%	\$19,019,617
2032/2033	\$19,019,617	\$256,115	\$750,881	\$170,743	\$339,546	\$525,811						\$2,043,096	(\$18,149)	\$800,921	2.60%	\$21,845,485
2033/2034	\$21,845,485	\$262,774	\$770,404	\$175,182	\$348,374	\$539,482						\$2,096,217	(\$3,130,560)	\$790,521	2.60%	\$21,601,663
2034/2035	\$21,601,663	\$269,606	\$790,435	\$179,737	\$357,432	\$553,509						\$2,150,718	(\$1,162,535)	\$860,579	2.60%	\$23,450,425
2035/2036	\$23,450,425	\$276,615	\$810,986	\$184,410	\$366,725	\$567,900						\$2,206,637	(\$250,515)	\$972,129	2.60%	\$26,378,675
2036/2037	\$26,378,675	\$283,807	\$832,072	\$189,205	\$376,260	\$582,665						\$2,264,009	(\$151,418)	\$1,094,370	2.60%	\$29,585,637
2037/2038	\$29,585,637	\$291,186	\$853,706	\$194,124	\$386,043	\$597,815						\$2,322,874	(\$3,923,375)	\$1,072,948	2.60%	\$29,058,084
2038/2039	\$29,058,084	\$298,757	\$875,902	\$199,172	\$396,080	\$613,358						\$2,383,268	(\$11,588,737)	\$746,439	2.60%	\$20,599,055
2039/2040	\$20,599,055	\$306,525	\$898,675	\$204,350	\$406,378	\$629,305						\$2,445,233	(\$6,606,758)	\$608,597	2.60%	\$17,046,127
2040/2041	\$17,046,127	\$314,495	\$922,041	\$209,663	\$416,944	\$645,667						\$2,508,809	(\$4,708,409)	\$543,685	2.60%	\$15,390,212
2041/2042	\$15,390,212	\$322,671	\$946,014	\$215,114	\$427,784	\$662,454						\$2,574,038	(\$33,887)	\$665,734	2.60%	\$18,596,097
2042/2043	\$18,596,097	\$331,061	\$970,610	\$220,707	\$438,907	\$679,678						\$2,640,963	(\$23,460)	\$795,254	2.60%	\$22,009,325
2043/2044	\$22,009,325	\$339,669	\$995,846	\$226,446	\$450,318	\$697,350						\$2,709,628	(\$16,081,786)	\$291,129	2.60%	\$8,928,461
2044/2045	\$8,928,461	\$348,500	\$1,021,738	\$232,333	\$462,026	\$715,481						\$2,780,079	(\$8,199,656)	\$84,754	2.60%	\$3,593,638
2045/2046	\$3,593,638	\$357,561	\$1,048,304	\$238,374	\$474,039	\$734,083						\$2,852,361	(\$6,047,173)	\$0	2.60%	\$398,825
2046/2047	\$398,825	\$366,857	\$1,075,559	\$244,572	\$486,364	\$753,170						\$2,926,522	(\$38,995)	\$72,924	2.60%	\$3,359,276
2047/2048	\$3,359,276	\$376,396	\$1,103,524	\$250,931	\$499,010	\$772,752						\$3,002,612	(\$39,529)	\$192,842	2.60%	\$6,515,201
2048/2049	\$6,515,201	\$386,182	\$1,132,216	\$257,455	\$511,984	\$792,844						\$3,080,680	(\$3,248,175)	\$192,295	2.60%	\$6,540,000

SUMMARY OF PROPOSED PLAN FOR FUTURE FUNDING OF THE RESERVE FUND

The following is a summary of the Board's proposed plan for the future funding of the reserve fund.

The Board of World on Yonge (WOY) Shared Facilities has reviewed the Reserve Fund Study Update (With a Site Visit) dated July 20, 2020 prepared by WSP Canada Inc. 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 fiscal year 2020/2021 beginning October 01, 2020 is \$526,500

CONTRIBUTION TABLE

Fiscal Year	YRSCC 1247	YRSCC 1271	YRSCC 1279	YRSCC 1285	YRSCC 1296	Total Annual Contribution* (A)	% Increase Over Previous Year	Other Contribution (e.g. special assessment, loan) (B)	Total Contribution Each Year to Reserve Fund (A + B)
2019/2020	\$27,133	\$58,672	\$24,154	\$35,489	\$40,187	\$185,635	NA	\$0	\$185,635
2020/2021	\$66,000	\$193,500	\$44,000	\$87,500	\$135,500	\$526,500	NA	\$0	\$526,500
2021/2022	\$87,998	\$257,994	\$58,665	\$116,664	\$180,662	\$701,982	33.33%	\$0	\$701,982
2022/2023	\$117,327	\$343,983	\$78,218	\$155,548	\$240,877	\$935,953	33.33%	\$0	\$935,953
2023/2024	\$156,433	\$458,632	\$104,288	\$207,392	\$321,161	\$1,247,906	33.33%	\$0	\$1,247,906
2024/2025	\$208,572	\$611,494	\$139,048	\$276,516	\$428,204	\$1,663,834	33.33%	\$0	\$1,663,834
2025/2026	\$213,995	\$627,393	\$142,663	\$283,705	\$439,337	\$1,707,093	2.60%	\$0	\$1,707,093
2026/2027	\$219,558	\$643,705	\$146,372	\$291,081	\$450,760	\$1,751,478	2.60%	\$0	\$1,751,478
2027/2028	\$225,267	\$660,442	\$150,178	\$298,649	\$462,480	\$1,797,016	2.60%	\$0	\$1,797,016
2028/2029	\$231,124	\$677,613	\$154,083	\$306,414	\$474,504	\$1,843,739	2.60%	\$0	\$1,843,739
2029/2030	\$237,133	\$695,231	\$158,089	\$314,381	\$486,842	\$1,891,676	2.60%	\$0	\$1,891,676
2030/2031	\$243,299	\$713,307	\$162,199	\$322,555	\$499,499	\$1,940,859	2.60%	\$0	\$1,940,859
2031/2032	\$249,624	\$731,853	\$166,416	\$330,941	\$512,486	\$1,991,322	2.60%	\$0	\$1,991,322
2032/2033	\$256,115	\$750,881	\$170,743	\$339,546	\$525,811	\$2,043,096	2.60%	\$0	\$2,043,096
2033/2034	\$262,774	\$770,404	\$175,182	\$348,374	\$539,482	\$2,096,217	2.60%	\$0	\$2,096,217
2034/2035	\$269,606	\$790,435	\$179,737	\$357,432	\$553,509	\$2,150,718	2.60%	\$0	\$2,150,718
2035/2036	\$276,615	\$810,986	\$184,410	\$366,725	\$567,900	\$2,206,637	2.60%	\$0	\$2,206,637
2036/2037	\$283,807	\$832,072	\$189,205	\$376,260	\$582,665	\$2,264,009	2.60%	\$0	\$2,264,009
2037/2038	\$291,186	\$853,706	\$194,124	\$386,043	\$597,815	\$2,322,874	2.60%	\$0	\$2,322,874
2038/2039	\$298,757	\$875,902	\$199,172	\$396,080	\$613,358	\$2,383,268	2.60%	\$0	\$2,383,268
2039/2040	\$306,525	\$898,675	\$204,350	\$406,378	\$629,305	\$2,445,233	2.60%	\$0	\$2,445,233
2040/2041	\$314,495	\$922,041	\$209,663	\$416,944	\$645,667	\$2,508,809	2.60%	\$0	\$2,508,809
2041/2042	\$322,671	\$946,014	\$215,114	\$427,784	\$662,454	\$2,574,038	2.60%	\$0	\$2,574,038
2042/2043	\$331,061	\$970,610	\$220,707	\$438,907	\$679,678	\$2,640,963	2.60%	\$0	\$2,640,963
2043/2044	\$339,669	\$995,846	\$226,446	\$450,318	\$697,350	\$2,709,628	2.60%	\$0	\$2,709,628
2044/2045	\$348,500	\$1,021,738	\$232,333	\$462,026	\$715,481	\$2,780,079	2.60%	\$0	\$2,780,079
2045/2046	\$357,561	\$1,048,304	\$238,374	\$474,039	\$734,083	\$2,852,361	2.60%	\$0	\$2,852,361
2046/2047	\$366,857	\$1,075,559	\$244,572	\$486,364	\$753,170	\$2,926,522	2.60%	\$0	\$2,926,522
2047/2048	\$376,396	\$1,103,524	\$250,931	\$499,010	\$772,752	\$3,002,612	2.60%	\$0	\$3,002,612
2048/2049	\$386,182	\$1,132,216	\$257,455	\$511,984	\$792,844	\$3,080,680	2.60%	\$0	\$3,080,680

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

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

TO : **YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296** (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: Crossbridge 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.

SUMMARY OF LEASE OR RENEWAL
(clause 83 (1) (b) of the Condominium Act)

TO: **YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1296**

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:

Unit(s)_____, Level(s)_____, [include any parking or storage units that have been leased].

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)

Please see other side =>

2. I (We) have provided the [strike out whichever is not applicable]: lessee(s) / sublessee(s) / assignment 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)

Please complete and give to the Management Office