

## OFFICE SCHEDULE

Number YR 946298  
**CERTIFICATE OF RECEIPT**

FEB - 8 2007 11:12

YORK REGION  
No. 88  
NEWMARKET

*Liam Blain*  
Land Registrar

**DECLARATION**

**CONDOMINIUM**

**ACT, 1998**

**YORK REGION STANDARD CONDOMINIUM PLAN NO. 1082**

**NEW PROPERTY IDENTIFIER'S BLOCK 29613**

**RECENTLY: PINS 03061-0223, 03061-0225, 03061-0226,  
03061-1556**

**DECLARANT: DANIELS SLV CORPORATION**

**SOLICITOR: BRIAN FINER**

**BRATTY & PARTNERS**

**ADDRESS: 7501 KEELE ST, SUITE 200  
VAUGHAN, ON  
L4K 1Y2**

**PHONE: 905-760-2600**

**FAX: 905-760-2900**

**No. OF UNITS** 192

**FEES:** \$70.00 + (\$5.00 x 192) = \$1030.00

## 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, Chapter 19, as amended from time to time, and the regulations made thereunder (all of which are hereinafter collectively referred to as the "Act"), BY:

**DANIELS SLV CORPORATION**  
(hereinafter called the "Declarant")

#### WHEREAS:

- (A) The Declarant is the owner in fee simple of certain lands and premises situate in the Town of Markham, 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");
- (B) The registration of the Declaration and description will create a freehold condominium corporation that is a standard condominium corporation as defined by the Act (the "Condominium");
- (C) The Declarant has constructed upon the said lands 5 buildings containing 96 residential dwelling units and 96 parking units; and
- (D) The Declarant intends that the said lands, together with the said buildings constructed thereon, shall be governed by the Act;

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

### 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:

- (a) "Common Elements" means all the Property, except the Units;
- (b) "Common Interest" means the interest in the common elements appurtenant to a Unit;
- (c) "Corporation" means the corporation created or continued under the Act;
- (d) "Owner" or "Owners" 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;
- (e) "Property" means the land and interests appurtenant to the land described in the description, and includes any land and interests appurtenant to land that are added to the common elements;
- (f) "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;
- (g) "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, structures and fixtures 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 and description.

#### 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 (hereinafter collectively referred to as the "Lands") be governed by the Act.

### SECTION 3 - Freehold Standard Condominium

The registration of this Declaration and description will create a Freehold Standard Condominium Corporation that is a standard condominium corporation as defined by the Act.

### SECTION 4 - Consent of Mortgagees

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

### SECTION 5 - Boundaries of Units and Monuments

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

Notwithstanding the boundaries set out in Schedule 'C' attached hereto, residential Units shall include all pipes, wires, cables, conduits, ducts, mechanical or similar apparatus, including the complete heating and cooling systems and the branch piping extending to, but not including, the common pipe risers, which provides services to that particular unit only as well as any stairs used exclusively by one unit to connect the first storey to the second storey. In addition to the foregoing, each Unit shall include the interior surface of all windows and doors; the interior sash of all windows and doors; the interior of the window frames; the mechanisms, locks, screens and tracks of all windows and doors; all tracks and mechanisms relating to the garage door(s) and the interior face thereof; all components of the air conditioner unit (including the condensing unit, line set, and mounting components for the condenser, including any brackets or patio slabs); the hose bib and any associated piping of any exterior hose bibs, and the electrical receptacles of any exterior electrical receptacles.

Notwithstanding anything hereinbefore provided to the contrary, each residential Unit shall exclude all exterior doors, windows and walls; any part of the roof assembly; all pipes, wires, cables, conduits, ducts, flues and mechanical or similar apparatus; all concrete/concrete block or masonry partitions or any load bearing wall or column that lies within the boundaries of any particular unit as hereinbefore set out which supply service or support to another unit(s) or the common element.

Notwithstanding anything hereinbefore provided to the contrary, each parking Unit shall exclude any asphalt or subsurface material and curbing as well as, and without limiting the hereinafter mentioned, all equipment or apparatus, including any pipes, wires, cables, conduits, ducts, manholes and catchbasins which provide any service to the common elements or units which may be located within any such parking Unit.

### SECTION 6 - Common Interest and Common Expenses Allocation

Each Owner shall have an undivided interest in the common elements as a tenant in common with all other Owners and shall contribute to the common expenses in the proportions set forth opposite each Unit number in Schedule "D" attached hereto. The total of the proportions of the common interests and common expenses shall be one hundred (100%) per cent.

### SECTION 7 - Exclusive Use Common Elements and Visitors' Parking Spaces

- (a) Subject to the provisions of the Act, the Declaration, the by-laws and rules, the Owner of each Unit 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 Owners entitled to same may be regulated or affected by any by-laws or rules of the Corporation.
- (b) The Declarant, its sales staff, its authorized personnel or agents, and any prospective purchasers shall together have the right to use visitors' parking spaces located within the property, such parking spaces (i.e. location and numbers) to be designated by the Declarant in its sole discretion, which right shall cease forthwith upon the later of (i) the sale of all Units owned by the Declarant, and (ii) the date on which the Declarant has fulfilled all of its obligations under the development/site plan agreement and/or Ontario New Home Warranties Plan Act with respect to all of the Units and common elements of the Corporation.
- (c) No Owner shall install, alter or remove any fencing, retaining walls or gate without the prior written consent of the board of directors, which consent shall not be unreasonably or arbitrarily withheld. Nothing shall be erected to obstruct the access to exterior utility meters and utility cut-off valves or switches.

### SECTION 8 - Mailing Address and Address for Service

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

20 Queen Street West  
Suite 3400  
Toronto, Ontario  
M5H 3R3

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

SECTION 9 - Architect/Engineer Certificates

The certificate(s) of the architect and/or engineer that all buildings have been constructed in accordance with the regulations is/are contained in Schedule "G" annexed hereto.

SECTION 10 - Conditions of the Approval Authority

There are no conditions imposed by any approval authority that is to be included in this Declaration or the description, other than any easements contained in the description annexed hereto as Schedule "A".

PART TWO - SPECIFICATION OF COMMON EXPENSES

SECTION 11 - 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 12 - 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, regulations or 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 13 - Reserve Fund

- (a) 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.
- (b) 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.
- (c) In accordance with section 94 of the Act, the Corporation shall conduct or cause to be conducted periodic reserve fund 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 14 - 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 maximum prescribed fee for providing the status certificate. Notwithstanding the foregoing, the Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying statements and information, as may be requested from time to time by or on behalf of the Declarant in connection with a sale or mortgage 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 15 - 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 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 (hereinafter called the "by-laws"), the rules and any other rights or restrictions 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 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) No Owner shall cause anything to be displayed or hung on the exterior of any walls of the common elements, including but not limited to, awnings and/or shutters, and nor shall any Owner grow any type of plant, shrubbery, flower, vine or grass on any common elements of which he has exclusive use without the prior written consent of the board.
- (d) No pet, animal, livestock or fowl of any kind shall be kept on any part of the common elements or exclusive use common element areas.
- (e) 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 affiliates, shall be entitled to erect and maintain signs for marketing and/or sales purposes upon the common elements, and within or outside any unsold Units, pursuant to the Declarant's ongoing marketing and/or sales program in respect of the Condominium, at such location and having such dimensions as the Declarant may determine in its sole discretion. In addition, the Declarant and any affiliates, their sales staff, their authorized personnel or agents, and any prospective purchasers will together have the right to use visitors' parking spaces located within the Property, such spaces (i.e., the location and number of spaces) to be designated by the Declarant in its sole discretion, and which right will cease forthwith upon the later of the sale of all Units owned by the Declarant in the Condominium.

#### SECTION 16 - 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, service 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. This section shall not apply to any first mortgagee holding first mortgages on at least ten (10%) per cent of the Units, if exercising a right of access for purposes of inspection upon giving forty-eight (48) hours' notice to the Corporation or its managing agent.

#### SECTION 17 - Modification of Common Elements and Assets

- (a) The Corporation may, by a vote of Owners who own at least sixty six and two thirds percent (66 2/3%) of the 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 any 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, renovation or change of the common elements, or any change to the assets of the Corporation, 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, or any change or alteration effected pursuant to an obligation imposed upon the Corporation 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.

#### PART FOUR - OWNERSHIP OF PARKING UNITS

##### SECTION 18 - Restrictions on Disposition of Parking Units

Any parking 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 Unit Owner in the Condominium, and with respect to any lease such lease is made only to the Declarant, to the Corporation, or to any Owner or tenant of a residential Unit in the Condominium;
- (b) the term of any lease of any parking Unit to a tenant of a residential Unit shall not extend beyond the term of the tenancy of such Unit granted to such tenant; and
- (c) every lease in respect of any parking Unit shall provide that where the lessee thereof is also an Owner of a residential Unit and such lessee is deprived of ownership or possession of his residential Unit, such lease shall revert to the lessor of such parking Unit. It shall also provide that where the lessee of such parking Unit is also an Owner of a residential Unit, upon a sale, transfer or conveyance of such Owner's residential Unit, the leasehold interest in such parking Unit must be assigned or transferred to the new Owner or transferee of such residential Unit or else must revert to the lessor of such parking Unit.

#### PART FIVE - OCCUPATION AND USE OF UNITS

##### SECTION 19 - General Use

- (a) No Unit shall be occupied or used 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 right or easement registered against the Property. 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, or shall be liable to pay to the Corporation all other costs or expenses it incurs as a result.
- (b) 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 by-laws and the rules and any rights and easements registered against the Property.
- (c) No owner shall make any structural change or structural alteration in or to any Unit, without the prior written consent of the board.
- (d) No exterior aerial, antenna or satellite dish shall be placed on the Property, including Units and common elements. This restriction shall not apply to any systems installed or caused to be installed by the Declarant, and/or by the Corporation or any of its authorized cable/satellite or television service providers or any other communication provider.

## SECTION 20 - Use of Residential Units

Units 1 to 48, inclusive, Level 1 and Units 1 to 48, inclusive, Level 2

- (a) Each residential Unit shall be occupied and used only as a private single family residence in accordance with the by-laws and rules of the Corporation and any other requirement(s) of the municipality and other authority having jurisdiction.
- (b) Notwithstanding anything contained in this Declaration or in any by-laws or rules hereafter passed or enacted to the contrary, the Owner of a 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 (including air handler and condenser), 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 described in this Declaration).
- (c) 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 any 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 1st and January 15th provided that the quantity and type of same are approved by the board.
- (d) No Owner shall cause anything to be displayed or hung on the exterior of any walls, including but not limited to, awnings and/or shutters, and nor shall any Owner grow any type of plant, shrubbery, flower, vine or grass outside his residential Unit without the prior written consent of the board.
- (e) Provided that each residential Unit shall include all pipes, wires, cables, conduits, ducts, mechanical or similar apparatus, including the complete heating and cooling systems and the branch piping extending to, but not including, the common pipe risers, which provides services to that particular residential Unit only.
- (f) In order to reduce or eliminate the penetration of sound from one residential Unit to another residential Unit, with respect to the lower portion of the residential Units situated on Level 2 of any of the buildings comprising the Condominium, not less than seventy five percent (75%) of the floor area of each room in each residential Unit (with the exception of the kitchen, the bathroom and the entrance foyer areas) shall be covered by broadloom or by an area rug with suitable underpadding. Any owner who wishes to install hardwood or tile flooring in areas other than the kitchen, entrance foyer and bathroom must install noise attenuation materials below the hardwood and tile flooring and lay carpeting on at least seventy five percent (75%) of the hardwood and tile flooring.

## SECTION 21 - Use of Parking Units

Units 49 to 144, inclusive, Level 1.

- (a) 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 sightly condition and shall remove any oil stains thereon. The Corporation shall make provision in its annual budget and arrange for the cleaning and snow clearing of the parking Units in their totality or in groups of Units.
- (b) Units 49, 71, 72, 102 and 133 Level 1, shall be designated as handicapped parking spaces.
- (c) At any time that a handicapped or disabled driver, as defined pursuant to the provisions of the Highway Traffic Act R.S.O. 1990 c.H.8, purchases or leases a parking unit which is not designated as handicapped, and provides notice to the Corporation in writing requesting the use of a handicapped parking unit, the user or any person occupying a handicapped parking unit, provided that user is not handicapped, shall upon notice from the Corporation exchange with the

handicapped person the right to occupy the handicapped parking unit with the parking unit that the handicapped person had the right to occupy.

- (d) Such exchange of right to uses shall continue until the earlier of (i) the handicapped person ceases to be handicapped; or (ii) the handicapped person ceases to have the right to occupy a parking unit.
- (e) No rent, fees, charges or costs whatsoever shall be charged by the owner, occupant or the Corporation in connection with above noted procedure related to the exchange of such Units.

#### SECTION 22 - Temporary Model Units

At the time of or after registration, several unsold residential Units may be used as temporary model Units for sale/marketing purposes, and the Declarant, its sales staff and their respective invitees shall be entitled to use the common elements for access to and egress from said residential Units. The Declarant shall be entitled to maintain such model Units, together with all sales displays and signs, until such time as all residential Units (or such lesser number as the Declarant may determine in its sole discretion) have been sold by the Declarant.

### PART SIX - LEASING OF UNITS

#### SECTION 23 - Notification of Lease

- (a) Where the Owner of a Unit leases or renews a lease of a Unit, within thirty (30) days of entering into the lease or renewal, the Owner shall,
  - (i) notify the Corporation that the Unit is leased;
  - (ii) provide to the Corporation the lessee's name, the Owner's address and a copy of the lease or renewal or a summary as 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) Where a lease of a Unit is terminated, the Owner shall provide notice of the termination and any particulars required by 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 24 - 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 25 - 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 26 - Maintenance and Repairs to Units

- (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 a 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.
- (e) At the option of the Corporation, the Corporation may maintain, repair and replace (where applicable), at the cost of the respective Owner(s), the interior surface of all windows and doors; the interior sash of all windows and doors; the interior of the window frames; the mechanisms, locks, screens and tracks of all windows and doors; all components of the air conditioner unit (including the condensing unit, line set, and mounting components for the condenser, including any brackets or patio slabs); the hose bib and any associated piping of any exterior hose bibs, and the electrical receptacles of any exterior electrical receptacles.

#### SECTION 27 - Maintenance and Repairs to Common Elements

- (a) Except as provided for 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 residential 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 the exclusive use of any patio, terrace or balcony common elements shall be responsible for the maintenance and non-structural repair of such area, subject to the overall direction of the Corporation.
- (c) The Corporation shall maintain and repair any stairs which form part of the exclusive use common elements of any Unit.
- (d) Every owner from time to time shall forthwith reimburse the Corporation for repairs to windows and doors (including the locks, door hardware and any tracks and screens relating thereto) serving his residential 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 residential 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.
- (c) Each Owner enjoying exclusive use of any stairs, patio, terrace or balcony the exclusive use of which has been allocated 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, or which the Owner has failed to maintain and/or repair in accordance with this Declaration.

## PART EIGHT - INSURANCE

### SECTION 28 - 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 is prudent 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 insurance trust agreement, and shall contain the following provisions:

- (i) proceeds arising from any loss shall be payable to the Insurance Trustee, save and except that when the amount receivable from the Insurer for any loss arising out of any one occurrence is less than 15% of the replacement cost of the property covered by such insurance policy, the proceeds of such loss shall be payable to the Corporation or other loss payee under the policy and not to the Insurance Trustee, subject to the provisions of this Declaration to the contrary;
- (ii) waivers of subrogation against the Corporation, its managers, agents, employees and servants, and against the Owners and any resident, tenant, invitee or licensee of a Unit, and in any event excluding damage arising out of arson and fraud caused by any one of the above;
- (iii) 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 Insurance Trustee, and to any first mortgagee who has charges on more than twenty-five (25%) per cent of the Units;
- (iv) 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;
- (v) provision that the same shall be primary insurance in respect to any other insurance carried by the Owner;
- (vi) 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 28(b) above.

### SECTION 29 - 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 28(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 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, no appraisal shall be necessary with respect to the initial policy or policies placed by the Declarant.

- (b) Save as set forth herein, the Corporation, its board and its officers, shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation and to give such releases as are required and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the board may, in writing, authorize an Owner to adjust any loss to his Unit.
- (c) 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, or by the Insurance Trustee, 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 30 - 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 31 - 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, or any other insurance, if deemed necessary or desirable by any Owner, may be obtained and maintained by such Owner:

- (a) Insurance on any additions or improvements made by an Owner to his Unit, 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 32 - 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 Condominium, 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 regulations in force from time to time by any owner, his family, guests 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.

## SECTION 33 - Insurance Trust Agreement

The Corporation shall enter into, and at all times maintain, in accordance with any applicable provisions of this Declaration an insurance trust agreement (herein the "Insurance Trust Agreement") with a trust company, registered under the Loan and Trust Corporations Act, or a chartered bank or other firm qualified to act as an insurance trustee (the "Insurance Trustee"). Such agreement shall provide that such trustee is to hold all insurance proceeds which are subject to the terms of the Insurance Trust Agreement, in trust and disburse the proceeds in satisfaction of the Corporation's and Owners' respective obligations to repair in accordance with the provisions of the Act, this Declaration and the Insurance Trust Agreement. Notwithstanding the foregoing, where insurance proceeds payable on any one loss or occurrence are less than fifteen percent (15%) of the replacement cost of the property covered by the policy, such proceeds shall be paid directly to the Corporation or the person whom the Corporation specifies pursuant to the direction of the Insurance Trustee as set forth in the Insurance Trust Agreement, and shall be held in trust and disbursed by the Corporation as if it were acting as the Insurance Trustee. Notwithstanding anything herein contained, the Corporation may terminate the Insurance Trust Agreement by giving at least sixty (60) days notice in writing of the termination date to the Insurance Trustee.

## PART NINE - DUTIES OF THE CORPORATION

### SECTION 34 - Duties

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

- (a) 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) to operate, maintain and keep in good repair, as would a prudent owner of similar premises at all times, the common elements and assets of the Corporation; and
- (c) to enter into, ratify, confirm or assume a shared facilities agreement registered in the land registry office as Instrument No. YR620517, as amended by a first supplementary agreement dated January 1, 2006 (collectively the "Shared Facilities Agreement") and to comply with all of the covenants, conditions, restrictions, obligations, terms and provisions contained therein.

## PART TEN - GENERAL MATTERS

### SECTION 35 - 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 or to carry out any duty imposed by such agreements or such other obligations that bind the Corporation.
- (b) The Declarant and its authorized agents and contractors shall be entitled to enter upon any Unit and the common elements of the Corporation to rectify any matter required to be satisfied under any municipal, regional and/or utility agreement until all of the Declarant's obligations under such agreements have been satisfied in full.

- (c) 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.
- (d) The Corporation, its agents, employees, authorized representatives and others authorized by the board shall have the right to enter any Unit at all reasonable times and upon giving reasonable notice to read, install, maintain, repair or inspect: (i) any part of the Condominium (including without limitation, the maintenance, repair and replacement of any windows); and (ii) any metering devices, installation or equipment necessary for the providing or monitoring of utilities or services to the Unit or other Units or the common elements.
- (e) Any supplier of a utility is entitled to enter any Unit and the common elements upon 24 hours notice to any Owner or the Corporation, as the case may be, and without notice in the case of emergency, for the purpose of (i) conducting inspection, maintenance, repair and replacement and other services in relation to the distribution systems for such utility and its related equipment and wiring; (ii) facilitating the usage and operation of such systems; and (iii) installing, maintaining, reading, repairing, replacing and inspecting any metering devices or equipment necessary for the providing or monitoring of utilities to the Unit or other Units or the common elements.
- (f) 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 (c) of this Section, 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.
- (g) The Corporation shall retain a key to all locks to each Unit 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 any part of the common elements of which such Owner, resident or tenant has the exclusive use without immediately providing to the Corporation a key for each new or changed lock.
- (h) 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 36 - 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 37 - Waiver

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

#### SECTION 38 - 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 39 - 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:

- (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 to the Corporation for its record, or if no such address has been given to the Corporation, 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 such mortgagee or to any director or officer 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 to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.

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 40 - Construction of Declaration**

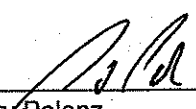
This Declaration shall be read with all changes of number and gender required by the context.

**SECTION 41 - 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.

Executed at the City of Toronto, Province of Ontario this 11<sup>th</sup> day of January, 2007 .

**DANIELS SLV CORPORATION**

Per:   
 Name: Gary Polenz  
 Position: Secretary  
 I have authority to bind the Corporation.

## SCHEDULE 'A'

In the Town of Markham, in The Regional Municipality of York, being composed of:

**FIRSTLY:**

All of Block 1, on Plan 65M -3482, being all of **PIN 03061-0223 (LT)**.

**SECONDLY:**

All of Block 3, on Plan 65M -3482, being all of **PIN 03061-0225 (LT)**.

**THIRDLY:**

All of Block 4, on Plan 65M -3482, being all of **PIN 03061-0226 (LT)**.

**FOURTHLY:**

All of Block 52, on Plan 65M -3649, being all of **PIN 03061-1556 (LT)**.

**SUBJECT TO** an easement in gross in favour of Powerstream Inc. over the Firstly, Secondly and Thirdly described lands for the purposes as set out in Instrument No. YR845847.

**SUBJECT TO** an easement in gross in favour of Rogers Cable Communications Inc. over the Firstly, Secondly and Thirdly described lands for the purposes as set out in Instrument No. YR809762.

**RESERVING** an easement favour of the owners of all of Block 5, Plan 65M-3482 (Pin 03061-0227 (LT)), all of Block 2, Plan 65M-3482 (Pin 03061-0224 (LT)) and all of Block 7, Plan 65M-3482 (Pin 03061-0229 (LT)), over Part of Block 3, Plan 65M- 3482 designated as Part 1, Plan 65R-29569 and Part of Block 1, Plan 65M-3482 designated as Part 2, Plan 65R-29569 for the purposes of installation, repair, replacement and maintenance of berm and fences whether presently existing thereon or installed thereon subsequent to the date of registration of this Declaration and the installation, repair and replacement of landscaping thereon.

**TOGETHER WITH** an easement in favour of the Firstly, Secondly and Thirdly described lands over part of the common elements of York Region Condominium Plan No. 906 designated as Part 1, Plan 65R-21815 for the purposes as set out in instrument No. LT1413233.

**TOGETHER WITH** an easement in favour of the Firstly, Secondly and Thirdly described lands over Blocks 3, 4 and 7, Plan 65M-3103 for the purposes as set out in instrument No. LT1413242.

**TOGETHER WITH** an easement in favour of the Firstly, Secondly and Thirdly described lands over part of the common elements of York Region Condominium Plan No. 932 designated as Part 1, Plan 65R-21814 for the purposes as set out in instrument No. LT1413251.

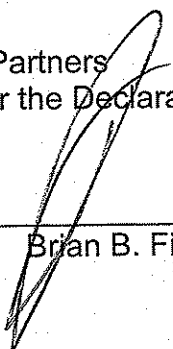
**TOGETHER WITH** an easement in favour of the Firstly, Secondly, Thirdly and Fourthly described lands their successors and assigns, and their servants, agents, contractors or servicemen, for the purposes of maintaining, operating, altering, repairing, replacing and inspecting, underground storm sewers whether presently existing or installed subsequent to the date of registration of this Declaration, together with all appurtenances thereto, in, over, along, under and upon part of Block 2, Plan 65M-3482 designated as Part 6, Plan 65R-29569 (Pin 03061-0224 (LT)).

**TOGETHER WITH** an easement in favour of the Firstly, Secondly, Thirdly and Fourthly described lands their successors and assigns, and their servants, agents, contractors or servicemen, for the purposes of maintaining, operating, altering, repairing, replacing and inspecting, underground sanitary sewers whether presently existing or installed subsequent to the date of registration of this Declaration, together with all appurtenances thereto, in, over, along, under and upon part of Block 2, Plan 65M-3482 designated as Part 7, Plan 65R-29569 (Pin 03061-0224 (LT)).

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 the registration of the Declaration and Description and the Declarant is the registered owner of the property and appurtenant interests.

Bratty and Partners  
Solicitors for the Declarant

PER: \_\_\_\_\_

  
Brian B. Finer

Date January 25, 2007



**SCHEDULE "B"****THE CONDOMINIUM ACT S.O. 1998. CHAPTER C.19****CONSENT OF MORTGAGEE UNDER CLAUSE (b) OF SUBSECTION 2 OF SECTION 7 OF THE ACT**

1. **MCAP FINANCIAL CORPORATION** has a registered Charge within the meaning of Clause b of Subsection 2 of Section 7 of the Condominium Act, S.O. 1998 registered as Number YR776616 in the Land Registry Office for the Land Titles Division of York Region (No. 65).
2. **MCAP FINANCIAL CORPORATION** consents to the registration of this Declaration pursuant to the Condominium Act, 1998, against the land or interests appurtenant to the land, as the land and interests are described in the description.
3. We postpone the mortgage and interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent and postponement.

Executed this 22 day of November, 2006.

**MCAP FINANCIAL CORPORATION**

Per:   
Name: **PHILIP FRANK**  
Position: **ASST. VICE-PRESIDENT  
FUNDING & CREDIT ADMIN**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_

**I/We have authority to bind the Corporation.**

## SCHEDULE 'C'

### 'UNIT BOUNDARIES'

Each Residential Unit and Parking Unit shall comprise the area within the heavy lines as shown the description Part 1, Sheets 1 and 2 of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the Residential Unit and Parking Unit are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheets 1 and 2 of the Description, and all dimensions shall have reference to them.

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

#### 1. BOUNDARIES OF THE RESIDENTIAL UNITS

(Being Units 1 to 48 inclusive on Levels 1 and 2)

##### a) Each Residential Unit is bounded vertically by:

- i) The upper surface and plane of the concrete floor slab and/or the production thereof.
- ii) The back side face of drywall sheathing and production thereof.
- iii) The upper surface and plane of the wooden subfloor and/or the production hereof.

##### b) Each Residential Unit is bounded horizontally by:

- i) The back side face of drywall sheathing and production thereof.
- ii) The unfinished unit side surface and plane of the exterior doors and windows (said doors and windows being in a closed position), door and window frames and the unit side surface of any glass or acrylic panels located therein.

In the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

#### 2. BOUNDARIES OF THE PARKING UNITS

(Being Units 49 to 144 inclusive on Level 1)

##### a) Each Parking Unit shall be unlimited vertically.

##### b) Each Parking Unit is bounded horizontally by:

- i) The vertical plane established by measurements.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 and 2 of the Description.

Jan 24, 2007  
Date

  
\_\_\_\_\_  
**ROBERT WIEGENBROKER**  
Ontario Land Surveyor

SCHEDULE 'D'

Contribution to the Common Expenses and Interest in the  
Common Elements as Expressed In Percentages

<u>UNIT</u>	<u>LEVEL</u>	<u>% INTEREST IN THE COMMON ELEMENTS</u>	<u>% CONTRIBUTION TO THE COMMON EXPENSES</u>
1	1	0.764417	0.853104
2	1	0.497469	0.731232
3	1	0.497469	0.731232
4	1	0.497469	0.731232
5	1	0.497469	0.731232
6	1	0.764417	0.853104
7	1	0.764417	0.853104
8	1	0.497469	0.731232
9	1	0.497469	0.731232
10	1	0.497469	0.731232
11	1	0.497469	0.731232
12	1	0.764417	0.853104
13	1	0.764417	0.853104
14	1	0.497469	0.731232
15	1	0.497469	0.731232
16	1	0.497469	0.731232
17	1	0.497469	0.731232
18	1	0.764417	0.853104
19	1	0.764417	0.853104
20	1	0.497469	0.731232
21	1	0.497469	0.731232
22	1	0.497469	0.731232
23	1	0.497469	0.731232
24	1	0.764417	0.853104
25	1	0.764417	0.853104
26	1	0.497469	0.731232
27	1	0.497469	0.731232
28	1	0.764417	0.853104
29	1	0.764417	0.853104
30	1	0.497469	0.731232
31	1	0.497469	0.731232
32	1	0.764417	0.853104
33	1	0.764417	0.853104
34	1	0.497469	0.731232
35	1	0.497469	0.731232
36	1	0.764417	0.853104
37	1	0.764416	0.853104
38	1	0.497468	0.731232
39	1	0.497468	0.731232
40	1	0.764416	0.853104
41	1	0.764416	0.853104
42	1	0.497468	0.731232
43	1	0.497468	0.731232
44	1	0.764416	0.853104
45	1	0.764416	0.853104
46	1	0.497468	0.731232
47	1	0.497468	0.731232
48	1	0.764416	0.853104

**SCHEDULE 'D'**

19

Contribution to the Common Expenses and Interest in the  
Common Elements as Expressed In Percentages

<u>UNIT</u>	<u>LEVEL</u>	<u>% INTEREST IN THE COMMON ELEMENTS</u>	<u>% CONTRIBUTION TO THE COMMON EXPENSES</u>
1	2	1.485337	1.056224
2	2	0.965578	0.974976
3	2	0.965578	0.974976
4	2	0.965578	0.974976
5	2	0.965578	0.974976
6	2	1.485337	1.056224
7	2	1.485337	1.056224
8	2	0.965578	0.974976
9	2	0.965578	0.974976
10	2	0.965578	0.974976
11	2	0.965578	0.974976
12	2	1.485337	1.056224
13	2	1.485337	1.056224
14	2	0.965578	0.974976
15	2	0.965578	0.974976
16	2	0.965578	0.974976
17	2	0.965578	0.974976
18	2	1.485337	1.056224
19	2	1.485337	1.056224
20	2	0.965578	0.974976
21	2	0.965578	0.974976
22	2	0.965578	0.974976
23	2	0.965578	0.974976
24	2	1.485337	1.056224
25	2	1.485337	1.056224
26	2	0.965578	0.974976
27	2	0.965578	0.974976
28	2	1.485337	1.056224
29	2	1.485337	1.056224
30	2	0.965578	0.974976
31	2	0.965578	0.974976
32	2	1.485337	1.056224
33	2	1.485337	1.056224
34	2	0.965578	0.974976
35	2	0.965578	0.974976
36	2	1.485337	1.056224
37	2	1.485337	1.056224
38	2	0.965578	0.974976
39	2	0.965578	0.974976
40	2	1.485337	1.056224
41	2	1.485337	1.056224
42	2	0.965578	0.974976
43	2	0.965578	0.974976
44	2	1.485337	1.056224
45	2	1.485337	1.056224
46	2	0.965578	0.974976
47	2	0.965578	0.974976
48	2	1.485337	1.056224
<b>Residential Total</b>		<b>85.960384</b>	<b>85.960384</b>
<b>Parking Units 49 to 144 inclusive, Level 1</b>			
96 units @	0.146246	14.039616	14.039616
<b>TOTAL</b>		<b>100.000000</b>	<b>100.000000</b>

## SCHEDULE "E"

### COMMON EXPENSES

Common expenses shall include the following:

- (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 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 for such Units) and/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) maintenance materials, tools and supplies;
  - (v) cable T.V.;
  - (vi) waste disposal; and
  - (vii) snow removal.

The dwelling units will be separately metered for electricity and gas.

- (d) 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.
- (e) 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, including the costs and expenses of performing the reserve fund studies pursuant to section 94 of the Act and the performance audit as required pursuant to section 44 of the Act.
- (f) 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.
- (g) 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.
- (h) All sums of money paid by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation.
- (i) 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).
- (j) The fees and disbursements of any insurance trustee.
- (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 Owners and their respective tenants, residents or invitees.
- (l) All fees and expenses to be paid or payable pursuant to the Shared Facilities Agreement.

## SCHEDULE 'F'

### EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS

Subject to the provisions of the Declaration, the By-Laws and Rules of the Corporation and the right of entry in favour of the Corporation thereto and thereon, for the purposes of facilitating any requisite maintenance and/or repair work, or to give access to the utility and service areas appurtenant thereto:

- a) The owner(s) of each of Residential Units 1 to 48 inclusive, on Level 1 shall each have the exclusive use of that portion of the common elements located in front of the unit being illustrated in heavy outline on Sheet 1, Part 2 of the description, identified by the number corresponding to the unit with the affix 'F'.
- b) The owner(s) of each Residential Units 1 to 48 inclusive on Level 2 shall have exclusive use of that portion of the common elements designated as Entry Stairs being illustrated in heavy outline on Sheets 1 and 2, Part 2 of the description identified by the number corresponding to the unit with the affix 'S'.
- b) The owner (s) of each of Residential Units 1 to 48 inclusive on Level 2 shall each have exclusive use of that portion of the common elements to which their Units provides sole and direct access to a **Balcony** and is illustrated on Sheet 2, Part 1 of the description.

#### NOTE:

Notwithstanding the foregoing, any fixture, outlet, sign, apparatus or structure located within the limits of the Exclusive Use Portions of the Common Elements shall not form part thereof.

SCHEDULE G

CERTIFICATE OF ARCHITECT OR ENGINEER

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

I certify that:

~~[Strike out whichever is not applicable:~~

Each building on the property

OR

~~[In the case of an amendment to the declaration creating a phase:~~

~~Each building on the land included in the phase)]~~

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

5. ☒ 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 2<sup>nd</sup> day of January, 2007



(signature)

ENZO CORAZZA

(print name)

(Strike out whichever is not applicable:

Architect

~~Professional Engineer)~~

Graziani + Corazza Architects Inc.

**SCHEDULE "G"**

**CERTIFICATE OF ARCHITECT OR ENGINEER**  
**(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM**  
**CORPORATION) (under clause 8 (1) (a) or (h) of the Condominium Act, 1998)**

I certify that:

Each building on the property

OR

~~(In the case of an amendment to the declaration creating a phase:~~  
Each building on the land included in the phase)

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. X All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. X 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. X 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.~~

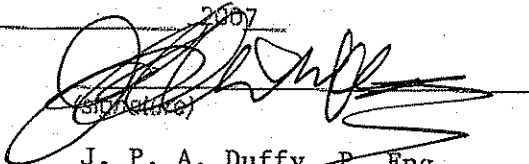
OR

~~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 25th day of January

2007

  
 (signature)

J. P. A. Duffy, P. Eng.

(print name)

(Strike out whichever is not applicable:

~~Architect~~

Professional Engineer)





SCHEDULE "G"

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

I certify that:

Each building on the property

OR

~~(In the case of an amendment to the declaration creating a phase:  
Each building on the land included in the phase)~~

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 25<sup>th</sup> day of JANUARY, 200 7.

(signature)

(print name)

(Strike out whichever is not applicable:

Architect

Professional Engineer)

