

OFFICE SCHEDULE

<div><div>YR. 2926628..... CERTIFICATE OF RECEIPT CERTIFICAT DE RÉCÉPISSÉ</div><div>FEB 05 2019 c13:10</div><div>YORK REGION No. 65 LAND REGISTRAR</div><div>Katherine CoCe REGISTRATEUR</div></div>	<div>DECLARATION</div> <div>CONDOMINIUM</div> <div>ACT, 1998</div>
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YORK REGION STANDARD CONDOMINIUM PLAN NO. 1400	
NEW PROPERTY IDENTIFIER'S BLOCK 29931	
RECENTLY: 03109-2428	
DECLARANT: GREAT LAND (YONGE 16 TH) INC.	
<div>SOLICITOR: Arthur Shapero</div>	
<div>ADDRESS: Owens Wright Lawyers 300-20 Holly Street Toronto, Ontario M4S 3B1</div>	
PHONE: 416.486.9800	FAX: 416.486.3309
<div>No. OF UNITS 2400</div>	
<div>FEES: \$75.15 + (\$5.00 x number of units) = \$12,075.15</div>	

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS 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.

BY: GREAT LAND (YONGE 16TH) INC.

WHEREAS the Declarant is the owner in fee simple of certain lands and premises situate in the Town of Richmond Hill, in the Province of Ontario which are more particularly described in Schedule "A" hereto (the "**Lands**") and in the description (the "**Description**") submitted herewith by the Declarant for registration in accordance with the Act;

AND WHEREAS the Declarant has constructed buildings upon the Lands containing nine hundred and seven (907) Dwelling Units (which includes one (1) Superintendent's Unit), twelve (12) Live Work Units), six hundred and twenty-two (622) Parking Units, six hundred and four (604) Locker Units; two hundred and thirty-one (231) Combined Parking and Locker Units, two (2) Guest Units and twenty-two (22) Services Units;

AND WHEREAS the Declarant intends that the Lands shall be governed by the Act and that the registration of the Declaration and the Description will create a freehold standard condominium corporation.

NOW THEREFORE THE DECLARANT hereby declares as follows:

ARTICLE 1 - INTRODUCTORY

Section 1.01 - Definitions

The terms used in the Declaration shall have the meanings ascribed to them in the Act, unless the Declaration specifies otherwise and the following terms used herein have the meanings set out below:

"Act" means the *Condominium Act, 1998*, S.O. 1998, c.19, as amended from time to time and the regulations made thereunder;

"Adjacent Development" has the meaning ascribed thereto in Section 8.01(f) hereof;

"Approval Authority" means the Town of Richmond Hill;

"Article", **"Section"**, **"Subsection"** or **"Paragraph"** means the specified article, section, subsection or paragraph in this Declaration;

"Board" or **"board"** means the Corporation's board of directors from time to time;

"Building" means the buildings, structures, facilities, amenities and other improvements to be constructed on the Lands;

"Cable System" means the signal distribution and processing equipment (which includes without limitation all cables, wires, conduits, structures, markers, amplifiers, taps, distribution boxes and modems) including inside wire necessary to provide communication services to the Building, which is owned by Rogers Communications Inc. and Bell Canada;

"Club Room Unit" means unit 5, on Level 13;

"Combined Parking and Locker Unit" means each of units 21, 81, 82, 134, 135, 150, 151, 152, 194 to 202, both inclusive, 204 to 211, both inclusive, 227 to 245, both inclusive and 252 to 282, both inclusive, on Level B; units 21, 81, 82, 134, 135, 136, 151, 152, 153, 169, 195 to 203, both inclusive, 205 to 212, both inclusive, 228 to 246, both inclusive and 253 to 283, both inclusive on Level C; and units 21, 81, 82, 132, 133, 136, 137, 138, 154, 155, 156, 172, 198 to 206, both inclusive, 208 to 215, both inclusive, 231 to 249, both inclusive and 256 to 286, both inclusive on Level D. **"Combined Parking and Locker Units"** means all of such units;

"Common Elements" or **"common elements"** means all the Property, except the units;

"Communication Room Unit" means unit 80 on Level A;

"Community Centre Unit" means unit 20 on Level 1;

"Common Expenses" has the meaning ascribed thereto in the Act;

"Corporation" means the condominium corporation created by the registration of this Declaration and the Description pursuant to the Act;

"Cost Sharing Agreement" means the agreement to be assumed by or entered into by or on behalf of the Corporation and by the Declarant on its own behalf and on behalf of the Adjacent Development; providing for, inter alia, the mutual use, maintenance, repair, replacement and cost sharing of Shared Facilities;

"Declarant" means Great Land (Yonge 16th) Inc., its successors and assigns;

"Declaration" means this declaration and all amendments thereto and all schedules referred to herein;

"Description" has the meaning ascribed thereto in the first recital hereof;

"Dwelling Unit" means each of units 4, 5, 6, 7 and 17 on Level 1, units 1 to 74, both inclusive on Level 2, units 1 to 80, both inclusive, on Level 3, units 1 to 79, both inclusive, on Level 4, units 1 to 75, both inclusive, on Level 5, units 1 to 73, both inclusive, on Level 6, units 1 to 67, both inclusive on Level 7, units 1 to 65, both inclusive, on Level 8, units 1 to 55, both inclusive on Level 9, units 1 to 43, both inclusive, on Level 10, units 1 to 43, both inclusive, on Level 11, units 1 to 26, both inclusive on Level 12; units 1 to 4, both inclusive on Level 13; units 1 to 26, both inclusive on Level 14; units 1 to 26, both inclusive on Level 15; units 1 to 26, both inclusive on Level 16; units 1 to 26, both inclusive on Level 17; units 1 to 26, both inclusive on Level 18; units 1 to 22, both inclusive on Level 19; units 1 to 22, both inclusive on Level 20; units 1 to 13, both inclusive on Level 21; units 1 to 13, both inclusive on Level 22; units 1 to 9, both inclusive on Level 23; and units 1 to 9, both inclusive on Level 24. **"Dwelling Units"** means all of such units;

"East-West Private Road Easement" means that certain easement in favour of The Corporation of the Town of Richmond Hill registered against title to the Property on January 8, 2019 as Instrument No. YR2917038.

"Electrical Room Units" means units 83, 85, 86 and 89, on Level A;

"Electric Vehicle Parking Units" has the meaning ascribed thereto in Section 4.12 hereof;

"Firefighters (CACF) Room Units" means units 23 and 24 on Level 1;

"Garbage/Recycle Room Units" means units 82 and 87, on Level A;

"Gas Meter Station Unit" means unit 28, on Level 1;

"Governmental Authorities" means the Approval Authority and all other governmental authorities having jurisdiction over the Lands and Building;

"Guest Unit" means each of unit 18 and 19, on Level 1; **"Guest Units"** means both of such units;

"Hydro Meters" means the electricity consumption meters for revenue billing purposes and associated components installed in the Building to measure the consumption by each unit and the common elements, owned by the appropriate hydro utility or hydro supplier or meter reader;

"Lands" has the meaning ascribed thereto in the first recital hereof;

"Live/Work Unit" means each of units 1, 2, 3 and 8 to 16, both inclusive on Level 1.

"Live/Work Units" means all of such units;

"Loading Bay Units" means units 21 and 22 on Level 1;

"Locker Unit" means each of units unit 44 on Level 10; units 44 to 47, both inclusive on Level 11; units 1 to 77, both inclusive on Level A; units 283 to 454, both inclusive, on Level B; units 284 to 455, both inclusive on Level C; units; and units 287 to 464, both inclusive, on Level D. **"Locker Units"** means all of such units;

"Mail Room Units" means units 25 and 26 on Level 1;

"Mechanical Room Units" means units 78, 79, 81 and 88, on Level A;

"Owner" means the owner or owners of the freehold estate in a unit and its appurtenant common interest but does not include a mortgagee unless in possession;

"Parking Unit" means each of units 90 and 91 on Level A, units 1 to 20, both inclusive, 22 to 80, both inclusive, 83 to 133, both inclusive, 136 to 149, both inclusive, 153 to 193, both inclusive, 203, 212 to 226, both inclusive, and 246 to 251, both inclusive, on Level B; units 1 to 20, both inclusive, unit 22 to 80, both inclusive, 83 to 133, both inclusive, 137 to 150, both inclusive, 154 to 168, both inclusive, 170 to 194, both inclusive, 204, 213 to 227, both inclusive, 247 to 252, both inclusive, on Level C; and units 1 to 20, both inclusive, 22 to 80, both inclusive, 83 to 131, both inclusive, 134, 135, 139 to 153, both inclusive, 157 to 171, both inclusive, 173 to 197, both inclusive, 207, 216 to 230, both inclusive, and 250 to 255, both inclusive, on Level D. **"Parking Units"** means all of such units;

"Prime Rate" means the annual rate of interest announced or stated by the Corporation's banker from time to time as its reference rate for commercial loans in Canadian dollars made in Canada;

"Property" means the Lands and the interests appurtenant to the Lands described in the Description (and in Schedule "A" annexed hereto) and includes any lands (and interests appurtenant to the Lands) that are added to the Common Elements;

"Recreation Facilities" means the indoor and outdoor pool area, fitness centre, lounge areas and such other amenity areas forming part of the Common elements that are intended to be used for recreational purposes;

"Reference Plan" means plan 65R37833;

"Rules" means the rules passed by the Board from time to time;

"Service Units" means collectively the Communication Room Unit, Electrical Room Units, Firefighters (CACF) Room Units; Garbage/Recycle Room Units, Gas Meter Station Unit, Loading Bay Units, Mail Room Units, Mechanical Room Units, Storm Water Tank Unit and Transformer Unit;

"Shared Facilities" means:

- (a) the Service Units located on levels 1 and A in the Condominium, which shall ultimately be shared and used by or on behalf of the Condominium and the Adjacent Development, for the maintenance and operation of all mechanical, electrical, utility, site servicing, communications, garbage/recycling storage and removal, loading areas, mail delivery areas, storm water holding area and/or ancillary system(s), serving both the Condominium and the Adjacent Development, ; and
- (b) any pipes, wires, cables, sprinklers, fire pumps, conduits and systems serving or benefiting the units and/or Common Elements of the Condominium (or any number or portions thereof) and the Adjacent Development, excluding without limitation, all pertinent portions of the storm and sanitary sewer systems, and the gas, domestic water, plumbing, ventilation, hydro-electric, energy management, computer monitoring and fire protections systems (as well as portions of various ancillary mechanical and electrical fixtures, cables, valves, meters and equipment appurtenant thereto), which provide security, monitoring, heat, power, drainage, fire protection and/or any other type of service to either of the Condominium or the Adjacent Development exclusively, but shall also include those areas, services,

systems requirements and facilities identified or defined as Shared Facilities in the Cost Sharing Agreement;

"Shared Facility Costs" means the aggregate of all costs and expenses incurred in connection with the Shared Facilities, all as provided in the Cost Sharing Agreement and shall include without limitation, the costs and expenses incurred in connection with the maintenance, repair and operation of the Shared Facilities, including without limitation, the cost of maintaining and repairing all electrical and mechanical equipment, fixtures and installations comprising same or appurtenant thereto, together with the amount of any municipal, provincial or federal taxes and/or common expenses assessments attributable to the Shared Facilities (or any portion thereof);

"Small Car Parking Unit" means units 23, 31 and 38 on Level B, units 31 and 38 on Level C and units 31 and 38 on Level D;

"Storm Water Tank Unit" means unit 84 on Level A;

"Superintendent Unit" means unit 4 on Level 1;

"Town" means the Town of Richmond Hill;

"Town Parking Unit" means each of units 90 and 91 on Level A. **"Town Parking Units"** means all of such units.

"Transformer Unit" means unit 27, on Level 1;

"unit" means a part or parts of the Lands 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 such space, in accordance with the Declaration and the Description; and

"Visitor Parking Spaces" means the designated visitor parking spaces situated on Level A, intended to be used by the visitors of the Owners.

Section 1.02 - Act Governs the Property

The Lands described in Schedule "A" hereto and in the Description, together with all interests appurtenant thereto are governed by the Act.

Section 1.03 - Standard Condominium

The registration of this Declaration and the Description will create a freehold standard condominium corporation.

Section 1.04 - Consent of Encumbrancers

The consent of every person having a registered mortgage/charge of land against the Lands or interests appurtenant to the Lands is contained in Schedule "B" attached hereto.

Section 1.05 - Boundaries of Units and Monuments

The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of the units, as set forth in Schedule "C" annexed hereto. Notwithstanding the boundaries of any unit set out in Schedule "C" annexed hereto, and notwithstanding anything else provided in this Declaration to the contrary, it is expressly stipulated and declared that:

- (a) each Dwelling Unit, Live/Work Unit and Guest Unit **shall include** all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service to that particular Dwelling Unit or Live/Work Unit or Guest Unit only, and that lie within or beyond the unit boundaries thereof as more particularly set out in Schedule "C" annexed hereto, and shall specifically include:
 - (i) the complete fan coil system, motor, valve and controls and the branch piping extending to the common pipe risers servicing the Dwelling Unit, Live/Work Unit or Guest Unit, as the case may be;

- (ii) all electrical receptacles, intercom and alarm controls (excluding only the cable servicing such controls), ventilation fan units, light fixtures lying within suspended ceilings and similar apparatus that supply any service to that particular Dwelling Unit or Live/Work Unit or Guest Unit only (regardless of whether same are installed or located within or beyond the boundaries of said Dwelling Unit or Live/Work Unit or Guest Unit); and
 - (iii) any branch piping extending to the common pipe risers, but excluding only the common pipe risers;
- (b) each Dwelling Unit, Live/Work Unit or Guest Unit **shall exclude**:
 - (i) all concrete, concrete block or masonry portions of load bearing walls or columns located within any of the Dwelling Units or Live/Work Units or Guest Unit;
 - (ii) all pipes, wires, cables, conduits, ducts, flues, and mechanical or similar apparatus that supply any service to more than one unit, or to the common elements, or that may lie within the boundaries of any particular Dwelling Unit or Live/Work Unit or Guest Unit but which do not service that particular Dwelling Unit or Live/Work Unit or Guest Unit;
 - (iii) all the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system of the Condominium;
 - (iv) all exterior door and window hardware (such as door and/or window handles, locks, hinges and peep holes); and
 - (v) the Cable System and Hydro Meters.
- (c) each Parking Unit **shall exclude** all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any unit or to the common elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any Parking Unit), and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within (or comprise part of) the boundaries of any Parking Unit, together with any fire hose cabinets and steel guard rails abutting (or affixed to, or hanging from) any such columns or walls;
- (d) each Locker Unit **shall exclude** all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any unit or to the common elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any Locker Unit), and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within (or comprise part of) the boundaries of any Locker Unit, together with any fire hose cabinets abutting (or affixed to, or hanging from) any such columns or walls.
- (e) each Combined Parking and Locker Unit **shall exclude** all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any unit or to the common elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any Combined Parking and Locker Unit), and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within (or comprise part of) the boundaries of any Combined Parking and Locker Unit, together with any fire hose cabinets and steel guard rails abutting (or affixed to, or hanging from) any such columns or walls.
- (f) each Service Unit shall include exterior doors, door frames, windows and frames (if applicable) louvers and gratings, all pipes, wires, cables, ducts, shafts and mechanical and electrical apparatus, which provide a service or utility to the unit

only, regardless of whether or not same are located outside the unit boundaries of each Service Unit described in Schedule "C".

- (g) each Service Unit **shall exclude** any load bearing wall, column or floor slab that provides support to another unit or the Common Element, any pipe, wire, cable, conduit, duct, shaft, mechanical or electrical apparatus, which are situated within the unit and provides a service or utility to another unit or the Common Element.

Section 1.06 - Common Interest and Common Expenses

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners and shall contribute to the Common Expenses in the proportions set out in Schedule "D" attached hereto. The total of the proportions of the common interests and Common Expenses shall be one hundred percent (100%).

Section 1.07 - Address for Service, Municipal Address & Corporation Mailing Address

The Corporation's address for service and mailing address shall be:

25 Torbarrie Road
Toronto, Ontario
M3L 1G5

or such other address as may be determined by a resolution of the Board.

The Corporation's municipal address is

9191, 9199, 9201 and 9205 Yonge Street
Richmond Hill, Ontario

Section 1.08 - Architect/Engineer's Certificate

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

Section 1.09 – Approval Authority Requirements

The following conditions imposed by the Approval Authority are included and form part of the Declaration:

- (a) it is a duty of the Corporation and the Corporation agrees that the Town Parking Units shall be utilized by an existing car-share company or by a car-share company to be operated by the Corporation, all in accordance with the terms of this Declaration.

ARTICLE 2 - COMMON EXPENSES

Section 2.01 - Specification of Common Expenses

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

Section 2.02 - Payment of Common Expenses

- (a) Each Owner, including the Declarant, shall pay to the Corporation his proportionate share of the Common Expenses, as may be provided for by the by-laws and the assessment and collection of contributions toward Common Expenses may be regulated by the Board pursuant to the by-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any by-laws or Rules 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; and

(b) Hydro for Dwelling Units and Live/Work Units:

- (i) The Corporation itself may contract for the purchase or supply of electricity from a local distribution company or with an independent energy retailing company or for meter purchase and reading from a third party supplier. Electricity consumption in each Owner's unit and in the common elements may therefore be measured and invoiced by a submetering system installed and operated by a third party supplier or distributor (the "**Supplier**"). Each Owner will be required to enter into an electricity supply and services agreement with the Supplier and to pay all deposits and security required. The Supplier has the right to conduct credit checks on each Owner.
- (ii) Each unit Owner shall receive and be responsible for payment of the invoice with respect to the electricity consumption for his/her unit, which shall include an administrative and distribution fee. The unit Owner shall remit payment to the Supplier for electricity consumption, separate from any other obligations the unit Owner has with respect to payment of common expenses as an owner within the Condominium.
- (iii) Any monies owing with respect to invoices for electricity consumption and administrative and distribution fee and not paid to the Supplier by the unit Owner according to the terms of the invoice, may if required by the Supplier, be paid by the Corporation to the Supplier and shall thereupon be a debt Owed by the Owner of the unit within which the electricity was consumed 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 of Directors 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.
- (iv) In the event a unit Owner is in default of payment of invoices to the Supplier 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 as determined by the Board but not less than two (2) month's common expense fees. The Corporation is entitled to apply such deposits against monies owing by a default Owner to the Supplier with respect to the supply of electricity to such Owner's unit.
- (v) The Corporation authorizes entry to units and the common elements including exclusive use common elements, by the Supplier or its subcontractors from time to time, as deemed necessary by the Supplier for the purposes of conducting inspection, maintenance, repair and reading of the submetering system or check meters. Work that is required within a unit or common elements (including exclusive use common elements) in order to facilitate the usage and operation of any submetering system or check meters is also permitted and authorized upon not less than twenty-four (24) hours notice to the Owner of the unit if access to the unit is required except in the case of emergency, whereupon no notice is required.
- (vi) On default of payment, the Corporation or Supplier shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of electricity to any unit and/or to register a common expense lien against the unit. In addition to the foregoing, the Supplier may employ its normal collection practices with respect to an Owner in default.
- (vii) The Corporation may be required to enter into an electricity supply and services agreement with the Supplier. In the event that this agreement is terminated pursuant to Section 112 of the Act or otherwise, the Supplier shall have the right to remove meters and all other appurtenant equipment installed by it (or any part thereof) from the Unit, Building and Property and/or recover its investment in any electricity distribution system and all associated termination, disconnect and removal costs, from the Corporation.

Section 2.03 - Reserve Fund

- (a) The Corporation shall establish and maintain one or more reserve funds 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 replacement of Common Elements and assets of the Corporation; and
- (b) No part of the reserve fund shall be used except for the purpose for which the funds were established. The reserve fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation in accordance with the Act.

Section 2.04 - Status Certificate

The Corporation shall, upon request, provide the requesting party with a status certificate and accompanying documentation and information in accordance with the Act. The Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant for any reason whatsoever, all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

ARTICLE 3 - COMMON ELEMENTS

Section 3.01 - General Use of Common Element Areas

- (a) Save as otherwise provided in this Declaration to the contrary, each Owner may make reasonable use of (and has the right to enjoy) the whole or any part of the Common Elements, including those exclusive use common element areas allocated or appurtenant to his unit as set out in Schedule "F" hereto, subject to any applicable conditions or restrictions set out in the Act, this Declaration, the by-laws and Rules of the Corporation, and any agreement(s) authorized by any by-law. However, save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on upon any portion of the Common Elements that:
 - (i) will result in a contravention of any term or provision set out in the Act, this Declaration, the by-laws and Rules of the Corporation, and in any agreement(s) authorized by any by-law;
 - (ii) is likely to damage the Property, injure any person, or impair the structural integrity of any unit or common element area;
 - (iii) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and their respective units; or
 - (iv) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto.

In the event that the use of the Common Elements by any Owner contravenes any of the foregoing provisions, then such Owner shall indemnify and save the Corporation harmless from and against any and all costs, losses, damages, expenses and/or liabilities that the Corporation may suffer or incur as a result of said contravention and/or the cancellation of any insurance policy arising therefrom (including without limitation, any costs incurred to redress, rectify and/or relieve said contravention), and such Owner shall also be personally liable to pay and/or fully reimburse the Corporation for any increased insurance premiums payable by the Corporation as a result of such Owner's use, and all such costs and expenses may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

- (b) No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to (or by virtue of) this

Declaration, any by-law of the Corporation, and/or any agreement(s) authorized by any by-law of the Corporation.

Section 3.02 - Exclusive Use Common Elements

Subject to the provisions of the Act, this Declaration and the by-laws and the Rules passed pursuant thereto, the Owner of certain units shall have the exclusive use and enjoyment of those parts of the Common Elements as set out in Schedule "F" attached hereto.

Section 3.03 - Restrictive Access

Unless otherwise provided for in this Declaration, 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 for utility, service or mechanical areas, building maintenance, storage, garbage or loading areas, management offices, operating machinery, the Declarant's marketing, sales, construction or customer service offices or areas, the rooftop of the Condominium (except as otherwise set out in this Declaration) or any other parts of the Common Elements used for the care, maintenance or operation of the Property, and without the consent, in writing, of the Board, no Owner shall have the right of access to the Superintendent's Unit, if any. Provided, however, that this Section shall not apply to any first mortgagee holding mortgages on at least twenty-five per cent (25%) of the Dwelling Units and Live/Work Units who shall have a right of access for inspection upon forty-eight (48) hours' notice to the Corporation.

Section 3.04 - Sales Office

Notwithstanding anything hereinafter provided to the contrary, and notwithstanding the Rules to the contrary, the Declarant 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 Corporation, or the Adjacent Development, at such location and having such dimensions as the Declarant may determine in its sole discretion. The Declarant, its sales staff, its authorized personnel or agents, and any prospective purchasers shall together have the right to use the Visitor Parking Spaces, which right shall cease forthwith upon the sale and closing of all units owned by the Declarant.

Section 3.05 - Use of the Visitor Parking Spaces

Each of the Visitor Parking Spaces shall be used only by the visitors and guests of the Owners by the Declarant and its employees, agents, representatives, contractors and invitees, and by any car share program for the purposes of parking thereon only one motor vehicle per space, and each such space shall be individually so designated by means of clearly visible signs. The Visitor Parking Spaces will be maintained for the exclusive use of visitors and guests of Owners subject to the Rules in force from time to time. None of the Visitor Parking Spaces shall be assigned, leased or sold to any Owner or to any other party, nor otherwise be conveyed or encumbered. Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the Board, the term "**motor vehicle**", when used in the context of visitor parking, shall be restricted to a private passenger automobile, motorcycle, station wagon, mini van, SUV or truck not exceeding 1.9 metres in height, and shall exclude any type of commercial vehicle, truck, trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the Board may wish to exclude from the Property from time to time), but shall nevertheless specifically include any construction and/or loading vehicles used by the Declarant and/or any of its employees, agents, representatives or contractors in the course of constructing, completing, servicing and/or maintaining this Condominium or any of the units, or the Adjacent Development.

Section 3.06 - Modification of Common Elements, Assets and Services

(a) General Prohibition

No Owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with Section 98 of the Act.

(b) **Non-Substantial Additions, Alterations and Improvements by the Corporation**

The Corporation may make an addition, alteration, or improvement to the Common Elements, a change in the assets of the Corporation or a change in a service that the Corporation provides to the Owners in accordance with subsections 97(2) and (3) of the Act.

(c) **Substantial Additions, Alterations and Improvements by the Corporation**

The Corporation may, by a vote of Owners who own at least sixty-six and two thirds (66 2/3%) percent of the units make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owners in accordance with subsections 97 (4), (5) and (6) of the Act.

Section 3.07 - Pets

No animal, livestock or fowl, other than those household domestic pets as permitted pursuant to Article 4 of this Declaration are permitted to be on or about the Common Elements, including the exclusive use Common Elements, except for ingress to and egress from a unit. All dogs and cats must be kept under personal supervision and control and held by leash at all times during ingress and egress from a unit and while on the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger to the residents of the Corporation is permitted to be on or about the Common Elements.

Section 3.08 - Recycling and Waste Disposal Room

The Corporation shall designate and maintain a recycling and waste disposal room and will establish rules for the placing and temporary storage of garbage generated by Owners, including the manner of transferring and accumulating waste into the garbage room and the Corporation shall arrange for garbage pick up by engaging either a public or a private waste disposal firm to remove garbage.

ARTICLE 4 - UNITS

Section 4.01 - General Use of Units

- (a) Save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on upon any portion of the units that:
- (i) will result in a contravention of any term or provision set out in the Act, this Declaration, the by-laws and Rules of the Corporation, and in any agreement(s) authorized by any by-law;
 - (ii) is likely to damage the Property, injure any person, or impair the structural integrity of any unit or exclusive use common element area;
 - (iii) will unreasonably interfere with the use and enjoyment by the other Owners of their units or of their exclusive use common element areas; or
 - (iv) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto.

In the event that the use of a unit by any Owner contravenes any of the foregoing provisions, then such Owner shall indemnify and save the Corporation harmless from and against any and all costs, losses, damages, expenses and/or liabilities that the Corporation may suffer or incur as a result of said contravention and/or the cancellation of any insurance policy arising therefrom (including without limitation, any costs incurred to redress, rectify and/or relieve said contravention), and such Owner shall also be personally liable to pay and/or fully reimburse the Corporation for any increased insurance premiums payable by the Corporation as

a result of such Owner's use, and all such costs and expenses may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

- (b) No one shall, by any conduct or activity undertaken in or upon any part of any unit, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to (or by virtue of) this Declaration, any by-law of the Corporation, and/or any agreement(s) authorized by any by-law of the Corporation.
- (c) The Owner of a unit shall comply and shall require all residents, tenants, invitees, licensees, and visitors of his unit to comply with the Act, this Declaration, the by-laws and the Rules.
- (d) Save as otherwise provided in this Declaration to the contrary, no Owner other than the Declarant shall make any structural change or alteration in or to any unit, and without limiting the generality of the foregoing, to any boundary wall, load-bearing partition wall or floor, without the written consent of the board. Any changes whether or not of a nature requiring the approval of the board shall be made in accordance with the provisions of all relevant Governmental Authorities and their by-laws, rules, regulations or ordinances and if the approval of the board is required, in accordance with the conditions, if any, of such approval by the board.

Section 4.02 - Occupation and Use of Dwelling Units and Live/Work Units

Save as provided in Section 4.03 for Live/Work Units, the occupation and use of the Dwelling Units and Live/Work Units shall be in accordance with the following restrictions and stipulations:

- (a) Each Dwelling Unit and Live/Work Unit shall be occupied and used only as a private single family residential dwelling or otherwise in accordance with the zoning by-laws of the Town of Richmond Hill and for no other purposes; provided, however, that the foregoing shall not prevent the Declarant, its successors and assigns: (i) from completing the Building, maintaining Dwelling Units and Live/Work Units as models for display and sale purposes in the said development only and otherwise maintaining construction offices, displays and signs until all Dwelling Units and Live/Work Units have been sold and closed by the Declarant; and (ii) or other corporations, individuals or entities from leasing Dwelling Units and Live/Work Units to tenants, on a short-term or long-term basis as furnished or unfurnished residential apartments.
- (b) No animal, livestock or fowl of any kind other than two (2) general household domestic pets, being cats, dogs, canaries, budgies, or other small caged birds, or an aquarium of goldfish or tropical fish, shall be kept or allowed in any unit. No pet, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance or a danger to Owners or other residents of the Corporation shall be kept by any Owner in any unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the Property. No breeding of pets for sale or otherwise shall be carried on, in or around any unit. Notwithstanding anything contained in this Declaration, no pets are to be kept in a Parking Unit, Combined Parking and Locker Unit or Locker Unit.
- (c) No Owner, without consent in writing from the Board, shall install or construct any permanent or semi-permanent form of enclosure of any balcony, terrace or outdoor patio area of his unit.
- (d) No change is to be made in the colour of any exterior glass, window, door or screen of any unit except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls (including within or on any balcony, terrace or outdoor patio area which is visible to the outside), including awnings and/or storm shutters, doors or windows of the Building except with the prior written consent of the board, and further, when approved, subject to the Rules. Subject to board approval as hereinbefore noted, all shades, awnings or other window coverings shall be white on the outside and all draperies shall be lined in white to present a uniform appearance to the exterior of the Building.

- (e) Other than a satellite dish which may be installed by the Declarant on the roof of the Building no other exterior aerial, antenna or satellite dish shall be placed on the Building, Live/Work Units or the Lands unless the Board consents in writing to the said antenna, aerial or satellite dish, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board.

Section 4.03 - Occupation and Use of Live/Work Units

The ground floor portion of each Live/Work Unit may be occupied by and used for one non-residential purpose as may be permitted by the applicable zoning by-laws of the Town of Richmond Hill and in particular Town of Richmond Hill By-Law Number 111-12, and only by the Owner or occupant of such Live/Work Unit and for no other purpose whatsoever. If there is a second or third floor of a Live/Work Unit, those floors shall be occupied and used only for such residential purposes as may be permitted by the applicable zoning by-laws of the Town of Richmond Hill and for no other purpose whatsoever. All work and improvements to be carried out by an Owner of a Live/Work Unit including without limitation any fire wall, fire door or other fire separation device separating the portion of Live/Work Units occupied and used for work and residential purposes respectively shall be constructed, installed and maintained in accordance with all applicable zoning by-laws, the Ontario Building Code, the Ontario Fire Code and all other applicable laws and regulations.

Section 4.04 - Requirements for Leasing

- (a) Where an Owner leases his unit, the Owner shall within thirty (30) days of entering into a lease (which term includes offer to lease) or a renewal thereof:
 - (i) notify the Corporation that the unit is leased;
 - (ii) provide the Corporation with the tenant's name, the Owner's address and a copy of the lease or renewal or a summary of it in the form prescribed by the Regulations to the Act; and
 - (iii) provide the tenant 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 shall lease his unit unless he delivers to the Corporation a covenant or agreement signed by the tenant in favour of the Corporation, to the following effect:

"I acknowledge and agree that I, and my servants, agents, tenants, family, invitees and licensees 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 of the Condominium, all Rules of the Condominium and any agreement(s) authorized by the by-laws of the Condominium including the Cost Sharing Agreement, during the entire term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of Common Expenses unless otherwise provided by the Condominium Act."

Section 4.05 - Occupation and Use of Parking Units

- (a) Each Parking Unit shall be occupied and used only as a private parking space and without restricting any wider definition of motor vehicle as may hereinafter be imposed by the board, "motor vehicle" when used in the context of Parking Units shall be restricted to a private passenger automobile, motorcycle, station wagon, mini-van, SUV or truck not exceeding 1.9 metres in height. Each Owner of a Parking Unit shall maintain his Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of the Parking Units. The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any perspective purchaser or tenant to use any unsold Parking Unit which right shall continue during the Declarant's ownership of any Parking Unit. The Declarant shall also have the unrestricted and unconditional right to install by whatever means a barrier in front of any of the Declarant's Parking Units and to erect a "for sale" sign, either on the

barrier or elsewhere on or within the Parking Units. Owners/tenants are advised that the Small Car Parking Units are designated for use by small compact vehicles only.

- (b) Notwithstanding the provisions of Section 4.05(a) hereof, each Town Parking Unit shall be used in accordance with all applicable by-laws and agreements made by the Town or any agreement made by the Declarant with a car share provider. During the term of any car share agreement, the Town shall permit both non-resident owners and owners access to the Town Parking Units 24 hours a day, 7 days a week. In addition, the Town shall allow any car share provider to install professionally prepared signs at or on the Town Parking Units. Consistent with the provisions of Schedule "D" hereto, the Town of Richmond Hill is not required to contribute to common expenses.

Section 4.06 - Occupation and Use of Locker Units

The Locker Units shall be used and occupied for storage purposes only by the Owner thereof and shall otherwise be subject to such Rules as the board of the Corporation may from time to time enact including restrictions on the categories of items that may be stored or used in such Locker Units. The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any perspective purchaser or tenant to use any unsold Locker Unit which right shall continue until such time as all units have been sold and conveyed.

Section 4.07 - Occupation and Use of Combined Parking and Locker Units

Each Combined Parking and Locker Unit shall be occupied and used only as a private parking space for the area designed as a parking space and without restricting any wider definition of motor vehicle as may hereinafter be imposed by the board, "motor vehicle" when used in the context of Combined Parking and Locker Unit shall be restricted to a private passenger automobile, motorcycle, station wagon, mini-van, SUV or truck not exceeding 1.9 metres in height. The area of the Combined Parking and Locker Unit designed for storage purposes shall only be used in accordance with Section 4.06 hereof. Each Owner of a Combined Parking and Locker Unit shall maintain their Combined and Parking Locker Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of the Combined Parking and Locker Units. The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any perspective purchaser or tenant to use any unsold Combined Parking and Locker Unit which right shall continue until such time as all units have been sold and conveyed.

Section 4.08 - Restrictions on Parking Units, Combined Parking and Locker Units and Locker Units

Save and except for Parking Units, Combined Parking and Locker Units and Locker Units owned by the Declarant, any one or more of which may be sold, leased, charged, assigned, transferred or encumbered as the Declarant (or its successors, successors in title and assigns and their successors, successors in title and assigns) may in its and their absolute, sole and unfettered discretion determine, the ownership, sale, leasing, charging, assignment, transfer or other conveyance or encumbrance of any Parking Unit, Combined Parking and Locker Unit or Locker Unit shall be subject to the following restrictions and limitations:

- (a)
 - (i) no one shall retain ownership of any Parking Unit after they have sold and conveyed title to the Dwelling Unit, Live/Work Unit or unit or other interest in the Adjacent Development;
 - (ii) any sale, transfer, assignment or other conveyance of any Parking Unit shall be made only to the Declarant or to the Corporation or to any other owner of a Dwelling Unit, Live/Work Unit or owner of a unit or other interest in the Adjacent Development;
 - (iii) any lease of any Parking Unit shall be made only to the Declarant, the Corporation or to any other owner or tenant of a Dwelling Unit, Live/Work Unit, Adjacent Development, or units in the Adjacent Development, provided however that if any Parking Unit is so leased to a tenant of a Dwelling Unit, Live/Work Unit or unit in the Adjacent Development, or tenant in the Adjacent Development, then the term of such lease shall not

extend beyond the term of the tenancy in respect of such Dwelling Unit, Live/Work Unit or unit or other interest in the Adjacent Development, as the case may be.

- (iv) no one shall retain ownership of any Locker Unit after they have sold and conveyed title to their Dwelling Unit, Live/Work Unit or unit or other interest in the Adjacent Development;
 - (v) any sale, transfer, assignment or other conveyance of any Locker Unit shall be made only to the Declarant or to the Corporation or to any other owner of a Dwelling Unit, Live/Work Unit or owner of a unit or other interest in the Adjacent Development;
 - (vi) any lease of any Locker Unit shall be made only to the Declarant, the Corporation or to any other owner or tenant of a Dwelling Unit, Live/Work Unit, Adjacent Development, or units in the Adjacent Development, provided however that if any Locker Unit is so leased to a tenant of a Dwelling Unit, Live/Work Unit or unit in the Adjacent Development, or tenant in the Adjacent Development, then the term of such lease shall not extend beyond the term of the tenancy in respect of such Dwelling Unit, Live/Work Unit or unit or other interest in the Adjacent Development, as the case may be;
 - (vii) no one shall retain ownership of any Combined Parking and Locker Unit after they have sold and conveyed title to their Dwelling Unit, Live/Work Unit or unit or other interest in the Adjacent Development;
 - (viii) any sale, transfer, assignment or other conveyance of any Combined Parking and Locker Unit shall be made only to the Declarant or to the Corporation or to any other owner of a Dwelling Unit, Live/Work Unit or owner of a unit or other interest in the Adjacent Development;
 - (ix) any lease of any Combined Parking and Locker Unit shall be made only to the Declarant, the Corporation or to any other owner or tenant of a Dwelling Unit, Live/Work Unit, Adjacent Development, or units in the Adjacent Development, provided however that if any Combined Parking and Locker Unit is so leased to a tenant of a Dwelling Unit, Live/Work Unit or unit in the Adjacent Development, or tenant in the Adjacent Development then the term of such lease shall not extend beyond the term of the tenancy in respect of such Dwelling Unit, Live/Work Unit or unit or other interest in the Adjacent Development, as the case may be;
- (b) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Parking Unit, Combined Parking and Locker Unit and/or Locker Unit in contravention of any of the foregoing shall be automatically null and void and of no force or effect whatsoever and any lease of any Parking Unit, Combined Parking and Locker Unit and/or Locker Unit shall automatically be deemed and construed to be amended in order to comply with the foregoing provisions. Where an owner or tenant in the Adjacent Development purchases or leases a Parking Unit, Combined Parking and Locker Unit or Locker Unit, such person shall comply with all applicable statutes, regulations and zoning by-laws in effect from time to time and with the Rules in effect from time to time.
- (c) Notwithstanding the provisions of Section 4.08(a) and (b): (i) at any time after the third anniversary of the registration of the Corporation, the owner of the Town Parking Units shall also have the right to sell, assign, charge, transfer or convey any or both of the Town Parking Units to an owner of the Community Centre Unit, to an Owner of a unit or to any owner of a unit in the Adjacent Condominium or lease or allow occupation of any one or both of the Town Parking Units to a tenant of the Community Centre Unit, a tenant of any unit or a tenant of any unit in the Adjacent Development; and (ii) if during the first three (3) years after registration of the Corporation, the Town Parking Units are not subject to any car share agreement and are not being utilized for car share purposes, then the Town shall have the right in its sole and absolute option, to use or lease the Town Parking Units to any Owner of a unit or to any owner of a unit in the Adjacent Development.

Section 4.09 - Use of Recreation Facilities

The Recreation Facilities shall be used and enjoyed by the Declarant and the Owners and their respective residents, tenants and invitees, for general recreational purposes and for such other uses as are consistent with the equipment, facilities and/or amenities situate therein or comprising part thereof, all in accordance with all applicable by-laws and regulations of the Governmental Authorities and shall also be governed by the Rules in force from time to time. Notwithstanding anything contained to the contrary in the Declaration, no Owner of any unit in the Adjacent Development nor any tenant thereof shall be allowed to use any of the Recreation Facilities.

Section 4.10 – Service Units

The Service Units shall be used only for the purpose of housing the respective servicing installations or utility systems or communications equipment contained therein servicing and benefiting the Condominium and the Adjacent Development and for the purpose of operating, maintaining and repairing such installations, systems and equipment. The Service Units shall ultimately be shared and used by the Condominium and the Adjacent Development in connection with the maintenance and operation of the Condominium and the Adjacent Development and access thereto shall be restricted to the authorized agents, representatives, servants, employees and tradesmen of the Declarant and/or the authorized agents, representatives, servants, employees and tradesmen of this Condominium and the Adjacent Development.

Ownership of the Service Unit shall ultimately be shared between the Corporation and the Adjacent Development as tenants in common, each as to an undivided 50% interest, as set out in the Cost Sharing Agreement. The actual transfer of ownership of the Service Units by the Declarant shall occur within ninety (90) days after the registration of the Condominium or such earlier date as the Declarant may determine in its sole and unfettered discretion.

Section 4.11 – Disabled Person Parking Unit

Parking Units 60, 131, 191 and 216 on Level B and 60, 131, 192 and 217 on Level C are designated for the use of a person with a disability (hereinafter, the "**Barrier Free Parking Unit**") and shall be subject to the following:

- (a) In the event that a "disabled person" or "person with a disability" (a "disabled person" or "person with a disability" is in this Section 4.11 called a "**Disabled Person**") as defined in the regulations enacted pursuant to the *Highway Traffic Act R.S.O. 1990 c. H. 8*, as amended from time to time (the "**HTA**") who has been issued a disabled person parking permit pursuant to the HTA (a disabled person or person with a disability who has been issued a disabled person parking permit pursuant to the HTA which is still in force is in this Section 4.11 called a "**Disabled Driver**"), including a driver whose licence plate incorporates the international symbol of access for persons with a disability and issued by another jurisdiction, purchases or leases a Dwelling Unit or Live/Work Unit and a Parking Unit which is not designated for the use of a Disabled Person, the owner or any person occupying the Barrier Free Parking Unit shall (if not a Disabled Person), upon notice from the Corporation and at the request of the Disabled Driver, exchange the right to occupy the Barrier Free Parking Unit with the Disabled Driver for the Parking Unit which was purchased or leased by the Disabled Driver, said exchange of the right to occupy said space to continue for the full period of the Disabled Driver's ownership or lease of a Dwelling Unit or Live/Work Unit.
- (b) When a Disabled Driver requests an exchange of occupancy rights for the Barrier Free Parking Unit, the Corporation shall forthwith notify the owner of and any person occupying the Barrier Free Parking Unit and the owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice provided said owner or occupant is not a Disabled Person.
- (c) No rent charges, fees or costs whatsoever shall be charged by the owner, occupant or the Corporation in connection with the exchange of the right to occupy

Section 4.12 – Electric Vehicle Parking Units

Parking Units 10 to 21, both inclusive, on Level B (collectively the "**Electric Vehicle Parking Units**") are designated for the use of electric vehicles and shall be subject to the following:

- (a) The terms "electric vehicle", "electric vehicle charging system" and "installation" shall have the meanings given to them in Section 24.2 and Section 24.4 (as these sections may be amended or replaced from time to time) of Ontario Regulation 48/01.
- (b) The Electric Vehicle Parking Units each have a wall mounted 120 volt/20 amp GFCI (ground fault circuit interrupter) electric conduit and circuit board with a lockable cover plate installed by the Declarant at its cost. An Owner of such a unit would if such Owner wishes to use their Electric Vehicle Parking Unit for an electric vehicle: (i) be responsible for the installation of an electric vehicle charging system and shall comply at such Owner's sole cost and expense with the provisions of the Act and the regulations thereunder applicable to an electric vehicle and the installation of an electric vehicle charging system; (ii) be required to enter into an agreement with the Corporation pursuant to those sections of the Act and the regulations thereunder applicable to an electric vehicle and the installation of an electric vehicle charging system and comply at such Owner's sole cost and expense with the provisions of that agreement; (iii) enter into the utility or monitoring company's standard form agreement dealing with the installation of the electric vehicle charging system and the monitoring and payment of electricity consumption, if so required by the utility or monitoring company and comply at such Owner's sole cost and expense with the provisions of that agreement; and (iv) be responsible for paying the cost of such electricity consumption (which shall be in addition to Common Expenses for such Electric Vehicle Parking Unit), including any administration, monitoring or other charge or fee payable to the utility or monitoring company, in accordance with the terms of the agreement entered into with the Corporation and any other agreement which such Owner may have entered into with the utility or monitoring company.
- (c) Any arrears of payment of electricity consumption by an Owner of an Electric Vehicle Parking Unit shall be deemed to be Common Expenses and may be collected as Common Expenses in arrears against such Owner in the same manner and to the same extent as any Common Expenses, in arrears and with the same enforcement rights as set out in the Act for Common Expenses in arrears.
- (d) If an Owner or tenant of such Owner drives an electric vehicle, but that Owner's Parking Unit is not an Electric Vehicle Parking Unit, then such Owner (tenant) (the "**Replacement Occupier**") may request an exchange of occupancy with an Owner of an Electric Vehicle Parking Unit and the Corporation shall notify the Owner or any person occupying an Electric Vehicle Parking Unit of such request and such Owner (tenant) shall exchange the right to occupy the Electric Vehicle Parking Unit with the Replacement Occupier, which exchange of the right to occupy the Electric Vehicle Parking Unit shall continue for the full period of the Replacement Occupier's residence in the Condominium, subject to the provisions of this Section 4.12, the Act and the regulations thereunder.
- (e) The Owner and/or occupant of the Electric Vehicle Parking Unit shall complete the exchange of occupancy within 15 days of the Replacement Occupier complying with the provisions of this Section 4.12(a) and (b)(i), (ii) and (iii) hereof. In the event that the Replacement Occupier: (i) has been rejected by the Corporation for the installation of an electric vehicle charging system, has withdrawn any application made by such Replacement Occupier for installation of an electric vehicle charging system or otherwise does not comply with the Act or this Section 4.12(b)(i), (ii) or (iii), then the Replacement Occupier shall have no right to occupy the Electric Vehicle Parking Unit and his/her request shall be deemed null and void; or (ii) has not paid any charges relating to electricity consumption and/or a lien has been registered against that Electric Vehicle Parking Unit or the Replacement Occupier's Parking Unit as a result thereof (any one or more of which are an "event of default"), then if such event of default has not been fully remedied within 15 days (or such lesser period of time given by the Corporation) of the occurrence of the event of default; or (iii) at any time ceases to drive an electric vehicle, then in all of the foregoing circumstances, the Replacement Occupier shall immediately vacate the Electric Vehicle Parking Unit and restore the Electric Vehicle Parking Unit to the condition it was in prior to the Replacement Occupier's possession, at his/her sole cost and expense.
- (f) No rent, charges, fees or costs whatsoever shall be charged by the Owner, occupant or Corporation in connection with the exchange of the right to occupy,

but the Replacement Occupier shall be bound by and be required to comply at such Replacement Occupier's sole cost and expense with the provisions of this Section 4.12.

- (g) The provisions of Section 4.12(d) and (e) shall not apply to an Owner (or such Owner's tenant) of an Electric Vehicle Parking Unit who drives an electric vehicle or has installed an electric vehicle charging system in his/her Electric Vehicle Parking Unit or is in the process of complying with the provisions relating to the installation of an electric vehicle charging system.
- (h) The Corporation may enforce any of the provisions of this Section 4.12 against any Owner of an Electric Vehicle Parking Unit or Replacement Occupier, as the case may be, and the costs of enforcement (including legal fees on a full indemnity basis) shall be deemed to be Common Expenses and may be collected as Common Expenses in arrears against such Owner against whom the provisions of this Section 4.12 are enforced by the Corporation in the same manner and to the same extent as any Common Expenses, in arrears and with the same enforcement rights as set out in the Act for Common Expenses in arrears.

Section 4.13 - Community Centre Unit

The Community Centre Unit shall be used in accordance with all applicable by-laws and agreements made by the Town of Richmond Hill. Consistent with the provisions of Schedule "D" hereto, the Town of Richmond Hill is not required to contribute to Common Expenses, but the Town of Richmond Hill will be responsible for the payment of metered utility costs.

ARTICLE 5 - MAINTENANCE AND REPAIRS

Section 5.01 - Maintenance of Unit by Owner

Each Owner shall maintain his unit and subject to the provisions of the Act and of this Declaration, each owner is to repair his unit and any exclusive use areas of the Common Elements after damage, all at his own expense. Each Owner is responsible for all damages to any and all other units and to the Common Elements, which are caused by the failure of the Owner to so maintain and repair his unit.

Section 5.02 - Corporation May Make Repairs

The Corporation shall make any repairs that an Owner is obligated to make and that he does not make within a reasonable time or in an emergency situation such repairs may be forthwith made by the Corporation or the Corporation may otherwise enforce the terms of or compliance with the Declaration, and in such an event or events an Owner shall be deemed to have consented to have repairs done to his unit by the Corporation and shall also consent to any enforcement of the Declaration by the Corporation, and an Owner shall reimburse the Corporation in full for the costs of such repairs and enforcement, including any legal or collection costs incurred by the Corporation in order to collect the costs and repairs, and all such sums of money are to bear interest at the prime rate of interest of the Corporation's banker plus 5% per annum, calculated monthly not in advance, or such other amount as may be established, from time to time, by the board. The Corporation may collect all such sums of money in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the Common Expenses of such Owner, after receipt of notice from the Corporation thereof. All such payments are to be additional contributions towards the Common Expenses and recoverable as such.

Section 5.03 - Repairs and Maintenance of Common Elements

- (a) The Corporation shall maintain and repair after damage the Common Elements, other than any improvements to (and/or any facilities, services and/or amenities placed or installed by any unit Owner upon) any Common Element areas set aside for the exclusive use of any Owner. This duty to maintain and repair shall extend to all doors which provide access to the units, all windows (except the cleaning of the interior surface of all windows in a unit and the exterior surface of such windows which are accessible from such unit or from the Common Elements over which such unit has the exclusive use, which shall be the responsibility of such unit Owner), but shall not extend to exclusive use portions of the Common Elements except as otherwise provided for in this Declaration.

- (b) Each Owner shall maintain, repair and replace the heating, air-conditioning and ventilation equipment, if any, including thermostatic controls, heat pumps and air filters, installed for the sole benefit of a such unit, such maintenance to include regularly scheduled inspections of all such equipment. Each Owner shall be liable for any damage due to the malfunction of any equipment which services his unit and is contained within his unit, and which is caused by his failure to carry out the periodic cleaning, repair and replacement of same or otherwise by the act or omission of an Owner, his servants, agents, tenants, family, invitees or licensees. Save for an Owner of a Live/Work Unit, no Owner shall make any change, alteration or addition in or to such equipment without the prior consent of the board. The decision to replace any component associated with any such heating, air-conditioning and ventilation equipment, if any, shall be at the sole discretion of the board or its agent.
- (c) Each Owner shall be responsible for the cleaning and sweeping of any balcony, patio or terrace area set aside for the exclusive use of such Owner. No Owner may alter or repair any balcony, patio or terrace area (or any portion of the exterior window glazing) nor alter or change the colour, texture and/or materials constituting same without the prior written consent of the Corporation. Upon the Corporation's request, each Owner shall provide access to the balcony, patio or terrace area set aside for the exclusive use of such Owner, to the Corporation's authorized representatives, servants, agents or contractors for the purposes of facilitating and/or expediting any requisite maintenance or repair made to same or to any other unit or the Common Elements. Notwithstanding anything else herein contained, the Corporation shall be responsible for maintaining and repairing the balcony, patio or terrace areas.
- (d) Every Owner from time to time shall forthwith reimburse the Corporation for repairs to and replacement of windows and doors serving his unit and any services or equipment serving the Common Elements that are situated within or are affixed to his unit, caused by his negligence or the negligence of his family, tenants, servants, agents, invitees, or licensees of his unit.

Section 5.04 - Responsibility of Owner for Damage

Each Owner shall be responsible for all damage to any and all other units and to the Common Elements, which is caused by the failure of the Owner, its tenants or occupants of the Unit, to so maintain and repair its Unit and such parts of the Common Elements for which it is responsible, or caused by the negligence or wilful misconduct of the Owner, its tenants, occupants, guests, visitors, licensees, or invitees, save and except for any such damage for which the cost of repairing same is recovered or reimbursed under any policy of insurance held by the Corporation, provided however that any such Owner who has failed to maintain or repair such Owner's Unit shall nevertheless be responsible for fully reimbursing the Corporation forthwith for any insurance deductible amount paid or payable by or on behalf of the Corporation in connection with any insured claims submitted or pursued in respect of any such damage.

ARTICLE 6 - INDEMNIFICATION

Section 6.01 - Indemnity

Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his family, guests, visitors or tenants to or with respect to the Common Elements, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions towards Common Expenses payable by such Owner and shall be recoverable as such.

ARTICLE 7 – INSURANCE

Section 7.01 - By the Corporation

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance as well as insurance against such other perils or events as the Board may from time to time deem advisable, in one or more policies:

- (a) **"All Risk" Insurance:** Insurance against "all risks" (including major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:
- (i) the Common Elements; and
 - (ii) personal property owned by the Corporation excluding furnishings, furniture and other personal property supplied or installed by the Owners; and
 - (iii) the units, except for any improvements or betterments made or acquired by the Owners of such units;
- in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause as determined by the Board from time to time.
- (b) **Policy Provisions:** Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act and this Declaration) and shall contain the following provisions, if available and at a reasonable cost:
- (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or wilful misconduct caused by any one of the above;
 - (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation;
 - (iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;
 - (iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and
 - (v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.
- (c) **Public Liability Insurance:** Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but no less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a unit.

Section 7.02 - General Provisions

- (a) 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, shall be bound by such adjustment.
- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subsection 7.02(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right.

- (c) A certificate or memorandum of insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the record maintained pursuant to Section 47(2) of the Act. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation.
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act.
- (e) Where insurance proceeds are received by the Corporation or any other person, they shall be held in trust and applied for the same purposes as are specified otherwise in this Article 7.
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a Common Expense.

Section 7.03 - Indemnity Insurance

The Corporation shall 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 incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against any of the aforesaid liabilities, costs, charges or expenses incurred by them as a result of contravention of Section 37(1) of the Act.

Section 7.04 - By the Owner

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance must be obtained and maintained by each Owner at such Owner's own risk:

- (a) Insurance on the Owner's unit and all betterments and improvements thereto and on all furnishings and personal property of the Owner. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or wilful misconduct caused or contributed by any of the aforementioned parties.
- (b) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
- (c) Insurance covering the deductible on the Corporation's main policy for which an owner may be responsible.

Section 7.05 - Insurance Trust Agreement

- (a) The Corporation may enter into and at all times maintain an Insurance Trust Agreement with a trust company, registered under The Loan and Trust Corporation Act, or a chartered bank or other firm qualified to act as an insurance trustee (the "**Insurance Trustee**"). Such agreement shall provide that the Insurance Trustee shall hold all insurance proceeds 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 and this Declaration. Notwithstanding the foregoing, where insurance proceeds payable on any one loss, are less than fifteen (15%) percent of the replacement cost of the property covered by such policy, such proceeds shall be paid directly to the Corporation and held in trust and disbursed by it as if it were acting as the Insurance Trustee.

- (b) The Insurance Trust Agreement shall run for twelve (12) month periods and thereafter renew automatically subject to termination pursuant to the Act.

ARTICLE 8 - DUTIES OF THE CORPORATION

Section 8.01 – Duties of the Corporation

In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the by-laws of the Corporation, the Corporation shall have the following duties (which are not intended to be exhaustive), namely:

- (a) to enter into or assume, abide by and comply with the terms and provisions of any outstanding subdivision, condominium, site plan, development, section 37 Planning Act or similar agreements (as well enter into a formal assumption agreement with the Town of Richmond Hill, The Regional Municipality of York or other Governmental Authorities relating thereto, if so required by the Town of Richmond Hill, The Regional Municipality of York or other Governmental Authorities (collectively the “**Municipal Agreements**”), which may include the maintenance of common element landscape areas, boundary fencing, berms or engineered crash wall;
- (b) to enter into an agreement with the Declarant immediately after the registration of this Declaration (hereinafter referred to as the “**License Agreement**”), if so required by the Declarant or the Town of Richmond Hill or other Governmental Authorities pursuant to which the Corporation shall formally grant the Declarant a license to enter upon the Common Elements for the purposes of complying with all of the terms and provisions of the Municipal Agreements, which license shall automatically expire upon the completion and fulfilment of all obligations of the Declarant thereunder (but in no case later than twenty-one (21) years following the registration of this Declaration, in order to obviate any contravention of the subdivision control and part-lot control provisions of the *Planning Act* (Ontario), as amended) and which license shall be duly authorized by a by-law; and
- (c) to grant, immediately after the registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable television operators over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to the Building and units, and if so requested by the grantees of such easements, to enter into (and abide by the terms and provision of) an agreement with the utility and/or cable television supplier pertaining to the provision of their services to the Building and units and for such purposes shall enact such by-laws as may be required to sanction the foregoing.
- (d) to enter into or assume the Cost Sharing Agreement, as soon as reasonably possible after the registration of this Declaration, and to observe and comply (and insofar as possible, compel the observance and/or compliance by all Owners, residents and their respective tenants and/or invitees) with all of the terms and provisions contained in the Cost Sharing Agreement, in addition to complying (and insofar as possible compelling the observance and/or compliance by all Owners, residents and their respective tenants and/or invitees) with all of the requirements set forth in this Declaration, the by-laws, the Rules and any agreements authorized by the Act or any by-law;
- (e) 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 for its marketing, sale or construction programs;
- (f) to ensure that no actions or steps are taken by or on behalf of the Corporation , or by any unit Owner, which would prohibit, limit or restrict the access to, egress from and/or use and enjoyment of any easement by any adjacent or adjoining building or buildings or development (whether or not same is a condominium) which may be developed on Parts 2, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38 and 39 of the Reference Plan (the “**Adjacent Development**” which shall be a condominium corporation if

so registered pursuant to the Act or if not so registered shall be freehold land) The Corporation agrees to allow the Declarant to make all necessary connections of the Adjacent Development to the Building;

- (g) to ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would limit, restrict, or interfere with the right of the owner of the Adjacent Development to effect and complete such construction, addition, alteration, maintenance, repair, improvement and/or renovation of the Adjacent Development (including removal or partial removal from the Building of temporary enclosures, block walls and fire walls) or to such owner's unit, provided same are otherwise in compliance with this Declaration, the Cost Sharing Agreement and applicable zoning by-laws;
- (h) to execute forthwith upon the request of the Declarant following the transfer of title to the Service Units such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the formal cessation of all the Declarant's liabilities and obligations with respect to the Shared Facility Costs (as same relate to the Condominium and for which the Declarant was responsible for prior to the registration of the Condominium);
- (i) to accept and register the transfer/deed from the Declarant of this Corporation's undivided interest in the Service Units (in accordance with, and at the time(s) contemplated by, the foregoing provisions of this Declaration) and to complete and execute all requisite documentation and affidavits necessary to effect the registration of such conveyance, all without cost to the Declarant;
- (j) to enter into all required agreements or other documentation for either direct contracting of or assumption of existing agreements relating to any car share program, or for the supply of any utility or the leasing of any equipment or service relating to the heating, ventilating and air conditioning systems serving the Building and to comply with the said agreements;
- (k) it will be the duty of the Corporation to purchase and it is required to accept a transfer from the Declarant and accept title to unit 4, level 1 (the "**Superintendent's Unit**") and units 18 and 19, on level 1 (the "**Guest Units**") (collectively the "**Purchased Property**"), upon the following terms and conditions:
 - (i) the Corporation will pay the sum of Eight Hundred and Fifty-Three Thousand Dollars (\$853,000.00) (based on a price of For Hundred and Sixty-Five Thousand (\$465,000.00) Dollars for the Superintendent's Unit and a price of One Hundred and Ninety-Four Thousand (\$194,000.00) Dollars for each Guest Unit);
 - (ii) there shall be no initial deposit paid by the Corporation to the Declarant and all unpaid purchase monies shall be secured by a charge bearing interest at the rate of five percent (5.0%) per annum calculated semi-annually not in advance, commencing on registration and to be repaid in blended monthly instalments of principal and interest over a term of ten (10) years and amortized over a period of ten (10) years. The charge shall be fully open and shall be drawn by the Declarant's solicitor on terms and conditions satisfactory to the Declarant including the requirement of the Corporation to execute and deliver a mortgage statement within five (5) days of written request thereof. Otherwise the charge shall be drawn on Dye & Durham standard charge terms 200033;
 - (iii) title to the Purchased Property shall be transferred to the Corporation within thirty (30) days of registration of the Condominium. The Condominium shall be responsible for the payment of all land transfer tax and HST relating to the transfer of the Purchased Property;
 - (iv) all payments to be made to the Declarant shall be made by the Corporation from the monies collected on account of common expenses or otherwise and the Corporation agrees to be bound by same;

- (v) the Corporation shall at all times after registration of the Corporation be responsible for and pay all common expenses and other payments including realty taxes relating to the Purchased Property; and
- (vi) where there is any default in payment by the Corporation to the Declarant of any unpaid purchase price, the Declarant shall give written notice to the Corporation of such default and if such default is not cured within five (5) days of such written notice being give, the Declarant shall have the immediate right to exercise all remedies available to it at law or in equity;
- (l) it will be the duty of the Corporation to enter into a lease (the "**Bar Area Lease**") with the Declarant (or as the Declarant may direct from time to time), of that certain for profit retail area (which will consist of both an enclosed area and an outside patio area) on level 13 to be used as a licenced retail establishment for the sale of alcoholic and non-alcoholic beverages and related food items (the "**Bar Area**"). The initial term of the Bar Area Lease shall be five (5) years and thereafter may be extended by the Declarant for terms of five (5) years in perpetuity. The Declarant may terminate the Bar Area Lease, at any time, upon 60 days written notice. The Bar Area Lease may be assigned by the Declarant without the consent of the Corporation and upon assignment, the Declarant shall be released of any liability or other obligations with respect to the Bar Area Lease. The term of the Bar Area Lease will commence on registration of the Condominium and there will be no rent whatsoever paid to the Corporation for the Bar Area Lease and there shall be no other charges whatsoever with respect to the Bar Area Lease and the premises leased thereunder to be paid by or charged to the Declarant. The Declarant shall be responsible for placing its own insurance. The Corporation shall grant to the Declarant, its successors and assigns, unrestricted access to the Bar Area and related garbage/recyclable area;
- (m) Without limiting the generality of any indemnity provisions set out in the East-West Private Road Easement, the Corporation shall at its sole cost and expense, obtain and maintain in full force and effect at all times throughout the term or extended term(s) of the East-West Private Road Easement, insurance satisfactory to the Town with financially sound and reputable insurance companies licensed to underwrite insurance in the Province of Ontario. The Corporation shall be responsible for payment of all amounts within the deductible or self-insured retention under each policy of insurance. The insurance shall include but not be limited to:
 - (i) Commercial general liability insurance in respect of the Property and premises and the obligations and operations of the Corporation thereon against claims for bodily injury, including personal injury and death, and property damage or loss, indemnifying and protecting the Town, its respective employees, servants, agents, contractor's, invitees or licensee's, to the inclusive limit of not less than Ten Million (\$10,000,000.00) Dollars per occurrence. Such insurance shall specifically state by its wording or by endorsement that:
 - A. The Town is included as an additional insured under the policy but only with respect to the operations and obligations of the Corporation as outlined in the East-West Private Road Easement;
 - B. The policy includes, contractual liability, non-owned automobile liability, products and completed operations coverage, owner's and contractor's protective liability, contingent employer's liability, employees as additional insured's and sudden and accidental pollution liability with a minimum of 120 hours discovery and reporting period;
 - C. The policy contains a cross-liability and severability of interest clause which shall have the effect of insuring each person, firm or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each; and
 - D. A waiver of subrogation rights which the insurers may have against the Town and any indemnified person(s) and against those for

whom the Town is in law responsible; and

- (ii) Automobile Liability insurance with limits of not less than two million (\$2,000,000) dollars per occurrence. The policy must provide coverage for bodily injury or property damage arising out of the ownership, use or operation of all owned and/or leased automobiles of the Transferor. **NOTE:** *It is the responsibility of the Transferor to obtain evidence of Automobile Insurance as stated above for any and all automobiles owned, and/or leased by contractors or subcontractors or tenants and used in the performance of any works on the East-West Private Road Easement.*
- (iii) All policies of insurance required of the Corporation pursuant to this Section 8.01(m) shall:
 - A. contain an undertaking by the insurers to notify the Town in writing not less 30 (thirty) days prior to any material change or cancellation of the policies;
 - B. contain a waiver of rights of subrogation against the Town and any indemnified persons; and
 - C. be primary and shall not call into contribution any insurance available to the Town.

Upon execution of this Declaration and prior to each insurance policy renewal date, the Corporation shall deliver to the Town certificate(s) of insurance evidencing all insurance requirements as per this paragraph Section 8.01(m). Only The Town of Richmond Hill Certificate of Insurance will be acceptable. A PDF fillable Town Standard Certificate can be obtained at www.richmondhill.ca/certificatesofinsurance.

The Town reserves the right to request such higher limits of insurance or other types of policies appropriate to the East-West Private Road Easement as the Town may reasonably require from time to time;

- (n) The Corporation acknowledges that the owner of the Adjacent Development will be entering into or has entered into an agreement with a car share provider (this agreement is called the "**Car Share Agreement**") with respect to two (2) parking spaces (the "**Car Share Spaces**") in the Adjacent Development, which will allow for the use of the Car Share Spaces by Owners and also by non-owners and non-residents of units (the Owners, non-owners and non-residents who have entered into the applicable agreement with the car share provider are called the "**Authorized Users**"). The Corporation shall ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would limit, restrict or interfere with the use of the Car Share Spaces by Authorized Users or otherwise limit, restrict or interfere with the ability of the owner of the Adjacent Development (or any Condominium Corporation which may be registered with respect to the Adjacent Development (such condominium corporation is in this subsection 8.01(n) and (o) called the "**Adjacent Condominium**") to carry out the terms of the Car Share Agreement;
- (o)
 - (i) The Adjacent Owner, or the Adjacent Condominium, if so registered, is obligated to pay to the car share provider pursuant to the Car Share Agreement certain fees and compensation and to guarantee to the car share provider a minimum revenue for the vehicles to be provided for the Car Share Spaces. The minimum revenue is \$1500 per month per vehicle, for a total of \$36,000 per year (the "**Minimum Revenue**"). The Authorized Users are required to pay to the car share provider a fee for the use of the car share vehicle in accordance with the terms of the agreement entered into by an Authorized User. The actual fees/amounts collected from Authorized Users (exclusive of applicable taxes and exclusive of excess mileage fees and other penalties is called the "**Collected Amounts**").

- (ii) The Corporation shall pay to the owner of the Adjacent Development or to the Adjacent Condominium, if so registered, the sum of \$36,000 annually for a period of three years from the 1st day of February, 2019, upon the terms as hereinafter set out.
 - A. The first payment of \$36,000.00 shall be made by the Corporation to the owner of the Adjacent Development within 30 days of the registration of the Condominium.
 - B. The payment to be made by the Corporation to the owner of the Adjacent Development, or the Adjacent Condominium, if so registered, for the second year of the term of the Car Share Agreement shall be equal to the difference between the Minimum Revenue (that is \$36,000) and the Collected Amounts for the first year of the term of the Car Share Agreement. This payment shall be made within 30 days of the first anniversary of the registration of the Corporation. The Declarant or the Adjacent Condominium, if so registered shall give the Corporation written notice of the Collected Amounts within 10 days of the first anniversary of the registration of the Corporation. These payments are to be used by the owner of the Adjacent Development or the Adjacent Condominium, if so registered, in order to pay the car share provider the fees and compensation required to be paid by the owner of the Adjacent Development or the Adjacent Condominium, if so registered, pursuant to its agreement with the car share provider.
 - C. The payment to be made by the Corporation to the owner of the Adjacent Development, or the Adjacent Condominium, if so registered, for the third year of the term of the Car Share Agreement shall be equal to the difference between the Minimum Revenue (that is \$36,000) and the Collected Amounts for the second year of the term of the Car Share Agreement. This payment shall be made within 30 days of the second anniversary of the registration of the Corporation. The Declarant or the Adjacent Condominium, if so registered shall give the Corporation written notice of the Collected Amounts within 10 days of the second anniversary of the registration of the Corporation. These payments are to be used by the owner of the Adjacent Development or the Adjacent Condominium, if so registered, in order to pay the car share provider the fees and compensation required to be paid by the owner of the Adjacent Development or the Adjacent Condominium, if so registered, pursuant to its agreement with the car share provider.
- (p) when the Corporation formally retains an independent consultant to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act (the "**Performance Audit**") or if the Corporation intends to perform or cause to be performed any maintenance, repair or replacement work (which maintenance, repair or replacement work is herein called the "**Repair Work**") on the Common Elements within the first twelve (12) months after the Declaration is registered, then the Corporation shall have a duty:
 - (i) with respect to the Performance Audit, to permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "Performance Auditor") while same is being conducted, and to provide the Declarant with a least fifteen (15) days written notice prior to the commencement of the Performance Audit;
 - (ii) to permit the Declarant and its authorized employees, agents and representatives to carry out or cause to be carried out, any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so, in its sole and absolute discretion); and

- (iii) with respect to the Repair Work to permit the Declarant and its authorized employees, agents and representatives to carry out or cause to be carried out any such Repair Work (if the Declarant chooses to do so, in its sole and absolute discretion) and to give the Declarant ample notice to do so.

ARTICLE 9 - GENERAL MATTERS AND ADMINISTRATION

Section 9.01 - Rights of Entry

- (a) The Corporation, or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the board, shall be entitled to enter any unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice to perform the objects and duties of the Corporation and without limiting the generality of the foregoing, for the purposes of making inspections, adjusting losses, making repairs, maintaining landscaped common element areas and planters which form part of the Common Elements, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the Property, or carrying out any duty imposed upon the Corporation.
- (b) In case of emergency, an agent of the Corporation may enter a unit at any time and without notice, for the purpose of repairing the unit, Common Elements or part of the Common Elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or any one authorized by it may determine whether an emergency exists.
- (c) If an Owner shall not be personally present to grant entry to his unit, the Corporation, or its agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.
- (d) The right and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatsoever for the care or supervision of any unit except as specifically provided in this Declaration and the by-laws.
- (e) The Corporation shall retain a key to all locks to each unit. No Owner 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 has the exclusive use without immediately providing to the Corporation a key for each new or changed lock.
- (f) The Declarant, its employees, contractors, trades or agents, without any obligation to first obtain consent from the board, or any unit Owner, shall be entitled, from time to time, to enter in and upon any unit owned by the Declarant or any part of the Common Elements (including without limitation the use of stairwells and elevators) or any part of the Common Elements over which any Owner has the exclusive use, to complete any construction or maintenance work in any such unit including, without limitation, the right to use any required machinery or equipment the Declarant deems necessary in order to complete any such work.

ARTICLE 10 – SHARED FACILITIES

Section 10.01 – The Control, Operations, Budgeting and Cost-Sharing of the Shared Facilities

- (a) Save as otherwise provided in this Declaration to the contrary and without limiting any easement that the Condominium enjoys or is subject to, the Shared Facilities shall be used only by the Declarant and the owners of the Dwelling Units and Live/Work Units in the Condominium and the owners of units in the Adjacent Development and by their respective residents, tenants and invitees. Save as otherwise provided in this Declaration to the contrary, no provision contained in any of the by-laws or rules of this Corporation shall restrict the access to, egress from and/or use of the Shared Facilities by the persons entitled thereto, save for

any reasonable controls or restrictions imposed on access thereto by the Board (and the Declarant, prior to the date of transfer of title of the Recreation Unit) for the Shared Facilities that are a unit or part of the Common Elements of the Condominium.

- (b) The Corporation's share of the Shared Facility Costs shall be calculated and paid as provided in the Cost Sharing Agreement. The Budget for the Corporation shall incorporate any budget for the same period for Shared Facility Costs prepared in accordance with the Cost Sharing Agreement by or on behalf of the owners or parties for the time being to the Cost Sharing Agreement.

ARTICLE 11 - MISCELLANEOUS

Section 11.01 – Invalidity

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

Section 11.02 - Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the by-laws or any other 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 be deemed to abrogate or waive any such provision.

Section 11.03 - Construction of Declaration

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

Section 11.04 - Headings

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

Section 11.05 - Notice

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted, may be given as follows:

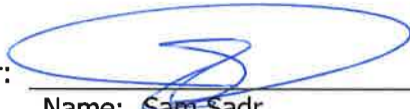
- (a) to an Owner (if an individual, by giving same to him, or if a Corporation, by giving same to any director or officer of the Owner) either personally, by courier or by ordinary mail, postage prepaid, addressed to the Owner at the address for service given by the Owner to the Corporation for the purposes of notice, or if no such address has been given to the Corporation, then to such Owner at his respective unit address;
- (b) to a Mortgagee who has notified the Corporation of its interest in any unit, at such address as is given by each Mortgagee to the Corporation for the purpose of notice, by courier or ordinary mail, postage prepaid;
- (c) to the Corporation, by giving same to any director or officer of the Corporation, either personally, by courier or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service as hereinbefore set out; and
- (d) to the Declarant, by giving same to any director or officer of the Declarant, either personally, by courier, or by facsimile transmission, addressed to the Declarant at its address for service from time to time.

If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the fifth (5th) business day following the day on which it was mailed. Any Owner or mortgagee or the Declarant may change his address for service by giving notice to the Corporation in the manner as aforesaid.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hand of its proper officers duly authorized in that behalf on this 12th day of December, 2018.

GREAT LAND (YONGE 16TH) INC.

Per:



Name: Sami Sadr

Title: President

I have authority to bind the Corporation

SCHEDULE 'A'

DESCRIPTION OF THE LANDS

In the Town of Richmond Hill , Regional Municipality of York, Province of Ontario, being composed of Part Lots 4, 5, 6, 7 and 11, Plan 3806 Town of Richmond Hill, more particularly designated as Parts 1, 3, 8, 18, 19, 20, 21, 22, 24, 40, 41, 42 and 43 on Plan 65R37833, being part of PIN 03109-2428 (LT).

Subject to an easement over the Residential Lands as in Instrument No. YR1746385.

Subject to an easement over Part of Lot 11, Plan 3806, designated as Parts 18, 42 and 43 on Plan 65R37833 as in Instrument No. YR1967459.

Subject to an easement in gross over the Residential Lands as in Instrument No. YR2356056.

Subject to an easement over Part of Lots 5 and 11, Plan 3806, designated as Part 3 on Plan 65R37833 as in Instrument No. YR2917038.

The following terms shall have for all purposes of this Schedule "A", the following meanings:

- (a) **"Commercial Lands"** means those parts of Lots 4, 5, 6 and 7, Plan 3806 Town of Richmond Hill, more particularly designated as Parts 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38 and 39 on Plan 65R37833, being part of PIN 03109-2428 (LT);
- (b) **"Commercial Structure"** means those buildings, structures, erections, facilities, installations, driveways, roadways, sidewalks and all appurtenances thereto now or hereafter constructed, erected, installed and situate within, on and upon the Commercial Lands;
- (c) **"Panhandle Lands"** means those parts of Lot 11, Plan 3806 Town of Richmond Hill more particularly designated as Parts 2 and 17 on Plan 65R37833, being part of PIN 03109-2428 (LT);
- (d) **"Panhandle Structure"** means those buildings, structures, erections, facilities, installations, driveways, roadways, sidewalks and all appurtenances thereto now or hereafter constructed, erected, installed and situate within, on and upon the Panhandle Lands;
- (e) **"Residential Condominium"** means the condominium corporation created by the registration of the declaration to which this Schedule "A" is attached pursuant to the *Condominium Act, 1998* (Ontario);
- (f) **"Residential Lands"** means those parts of Lots 4, 5, 6, 7 and 11, Plan 3806 Town of Richmond Hill, more particularly designated as Parts 1, 3, 8, 18, 19, 20, 21, 22, 24, 40, 41, 42 and 43 on Plan 65R37833, being part of 03109-2428 (LT);
- (g) **"Residential Structure"** means those buildings, structures, erections, facilities, installations, driveways, roadways, sidewalks and all appurtenances thereto now or hereafter constructed, erected, installed and situate within, on and upon the Residential Lands; and
- (h) **"Reference Plan"** means Plan 65R37833.

1. Easements from Residential Owner to Commercial Owner

RESERVING the following non-exclusive rights of way and easements in perpetuity, in favour of the owner and owners, from time to time, of the Commercial Lands, for the benefit of such owner and owners, its and their successors and assigns and its and their tenants, sub-tenants, permitted occupants, invitees and visitors and where applicable, its and their servants, agents, contractors, servicemen and employees, (including materials, vehicles and equipment, where necessary and applicable):

- (a) an easement on, over, along and upon those parts of the Residential Lands designated as Parts 3, 8, 19, 20 and 40 on Plan 65R37833 to permit pedestrian and vehicular ingress to and egress from the Commercial Lands and the Commercial Structure, including without limitation:
 - (i) ingress to and egress from all loading areas, docks and ramps and garbage/recycling storage, loading and unloading areas servicing both the Residential Structure and the Commercial Structure, which includes the right to transport all garbage/recyclable material from the Commercial Structure;
 - (ii) vehicular and pedestrian ingress to and egress from the underground garage of the Commercial Structure through the underground garage of the Residential Structure, including without limitation ingress to and egress from the servicing areas contained within the underground garage of the Commercial Structure and the Residential Structure; and
 - (iii) vehicular and pedestrian ingress to and egress from all parking spaces (both owner and visitors);
- (b) an easement on, over, along and upon the Common Elements on Levels 1 and A of the Residential Condominium to permit pedestrian and vehicular ingress to and egress from the Commercial Lands and the Commercial Structure, including without limitation:
 - (i) ingress to and egress from all loading areas, docks and ramps and garbage/recycling storage, loading and unloading areas servicing both the Residential Structure and the Commercial Structure, which includes the right to transport all garbage/recyclable material from the Commercial Structure;
 - (ii) vehicular and pedestrian ingress to and egress from the underground garage of the Commercial Structure through the underground garage of the Residential Structure, including without limitation ingress to and egress from the servicing areas contained within the underground garage of the Commercial Structure and the Residential Structure; and
 - (iii) vehicular and pedestrian ingress to and egress from all parking spaces (both owner and visitors);
- (c) an easement in, on, over, along, upon, under and through the common elements on Levels 1, A, B, C and D of the Residential Condominium for the purpose of effecting or facilitating the repair, installation or maintenance of all parts of the Commercial Structure, including that which is necessary to maintain support of the Commercial Structure;
- (d) an easement in, on, over, along, upon, under and through the common elements on Levels 1, A, B, C and D of the Residential Condominium for the purpose of using, operating, inspecting, installing, maintaining, altering repairing, replacing and reconstructing any utility or service and any mechanical or electrical installations appurtenant thereto including but not limited to gas mains, water mains, storm and sanitary sewers, sprinkler mains, hydro transformer and all electrical cables, wires, conduits and ducts, telephone, cable and telecommunication cables, wires, conduits and ducts, ventilation and air exchange systems, fire alarm systems, security systems and sump pumps, all as may be necessary or convenient from time to time in order to provide for such services and utilities to any parts of the Commercial Structure, including the support thereof;
- (e) an easement in, on, over, along, upon, under and through the common elements on Levels 1, A, B, C and D of the Residential Condominium for the access (both ingress and egress) of persons, materials, vehicles and equipment for the purpose of installing and maintaining any part of the Commercial Structure; and

- (f) an easement in, on, over, along, upon, under and through said parts 19, 20, 21, 22, 24, 40, 41, 42 and 43 on Plan 65R37833 as is required for the purposes of maintaining support in respect of, from and by the structural members, slabs, pillars, columns, footings, foundations, side and cross beams, supporting walls and the soil which support the Commercial Structure.

2. **Easements from the Commercial Owner to the Residential Owner**

TOGETHER WITH the following non-exclusive right of way and easements in perpetuity, in favour of the owner and owners, from time to time, of the Residential Lands, its and their heirs, executors, estate administrators, successors and assigns and its and their tenants, permitted occupants, invitees and visitors and where applicable, its and their servants, agents, contractors, servicemen and employees (including materials, vehicles and equipment, where necessary and applicable):

- (a) an easement in, on, over, along, upon, under and through those parts of the Commercial Lands as is required for the purposes of maintaining support in respect of, from and by the structural members, slabs, pillars, columns, footings, foundations, side and cross beams, supporting walls and the soil which support the Commercial Structure; and
- (b) an easement in, on, over, along, upon, under and through part of the Commercial Lands designated as Part 13 on Plan 65R37833 to permit pedestrian ingress and egress to the Residential Lands.

3. **Easements from Residential Owner to Panhandle Owner**

RESERVING the following non-exclusive rights of way and easement in perpetuity, in favour of the owner and owners, from time to time, of the Panhandle Lands, for the benefit of such owner and owners, its and their successors and assigns and its and their tenants, sub-tenants, permitted occupants, invitees, and visitors and where applicable, its and their servants, agents, contractors, servicemen, employees, (including materials, vehicles and equipment, where necessary and applicable):

- (a) an easement in, on, over and along those parts of the Residential Lands designated as Parts 19, 20 and 42 on Plan 65R37833 to permit pedestrian and vehicular (including without limitation construction and service (both public and private) vehicles of all types) ingress to and egress from the Panhandle Lands and Panhandle Structure.

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

OWENS WRIGHT LLP, Barristers and Solicitors
and duly authorized representatives of
GREAT LAND (YONGE 16th) INC.


Dated

Per:


Arthur L. Shapero

**Consent (Schedule B to Declaration) (under clause 7 (2) (b) of the
Condominium Act, 1998)**

Condominium Act, 1998

1. Aviva Insurance Company of Canada has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number YR1834032 in the Land Registry Office for the Land Titles Division of York (No. 65).
2. We consent to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the 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.

DATED this 21st day of June, 2018.

**AVIVA INSURANCE COMPANY OF
CANADA**

Per: _____

Name: _____

Title: _____

Brian Argue
Authorized Signing Officer

Per: _____

Name: _____

Title: _____

I/We have authority to bind the Corporation

**Consent (Schedule B to Declaration) (under clause 7 (2) (b) of the
Condominium Act, 1998)**

Condominium Act, 1998

1. Royal Bank of Canada has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number YR2423347 in the Land Registry Office for the Land Titles Division of York (No. 65).
2. We consent to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the 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.

DATED this 21 day of June, 2018.

ROYAL BANK OF CANADA

Per: 
Name: **Jennifer Rivarola**
Title: **Senior Account Manager**

Per: 
Name: **Michelle Mok**
Title: **Director**

I/We have authority to bind the Bank.

SCHEDULE “C”

Each Dwelling Unit, Superintendent Unit, Live/Work Unit, Guest Unit, Community Centre Unit, Parking Unit, Locker Unit, Combined Parking and Locker Unit and Service Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 12 inclusive of the Description, with respect to the Unit numbers indicated thereon. The monuments controlling the extent of the Units are the physical surfaces and planes referred to below and are illustrated on Part 1, Sheets 1 to 12 inclusive of the Description and all dimensions shall have reference to them.

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

1. **BOUNDARIES OF THE DWELLING UNITS**

(being Units 5, 6, 7 and 17 on Level 1, Units 1 to 74 inclusive on Level 2, Units 1 to 80 inclusive on Level 3, Units 1 to 79 inclusive on Level 4, Units 1 to 75 inclusive on Level 5, Units 1 to 73 inclusive on Level 6, Units 1 to 67 inclusive on Level 7, Units 1 to 65 inclusive on Level 8, Units 1 to 55 inclusive on Level 9, Units 1 to 43 inclusive on Level 10, Units 1 to 43 inclusive on Level 11, Units 1 to 26 inclusive on Level 12, Units 1 to 4 inclusive on Level 13, Units 1 to 26 inclusive on Level 14, Units 1 to 26 inclusive on Level 15, Units 1 to 26 inclusive on Level 16, Units 1 to 26 inclusive on Level 17, Units 1 to 26 inclusive on Level 18, Units 1 to 22 inclusive on Level 19, Units 1 to 22 inclusive on Level 20, Units 1 to 13 inclusive on Level 21, Units 1 to 13 inclusive on Level 22, Units 1 to 9 inclusive on Level 23 and Units 1 to 9 inclusive on Level 24).

2. **BOUNDARIES OF THE SUPERINTENDENT UNIT**

(being Unit 4 on Level 1).

3. **BOUNDARIES OF THE LIVE/WORK UNITS**

(being Units 1, 2, 3, 8 to 16 inclusive on Level 1).

4. **BOUNDARIES OF THE GUEST UNITS**

(being Units 18 and 19 on Level 1).

5. **BOUNDARIES OF THE COMMUNITY CENTRE UNIT**

(being Unit 20 on Level 1).

- a) Each Dwelling Unit, Superintendent Unit, Live/Work Unit, Guest Unit and Community Centre Unit shall be bounded vertically by:
- i) the upper surface and plane of the concrete floor slab.
 - ii) the lower surface and plane of the concrete ceiling slab.

- b) Each Dwelling Unit, Superintendent Unit, Live/Work Unit, Guest Unit and Community Centre Unit shall be bounded horizontally by:
- i) the backside surface and plane of the drywall sheathing on all exterior walls or walls separating a unit from the Common Element.
 - ii) the unit side surface and plane of all exterior doors, door and window frames, the said doors and windows being in a closed position and the unit side surface of the glass panels contained therein.
 - iii) in the vicinity of ducts and pipe spaces, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts and pipe spaces.

6. **BOUNDARIES OF THE PARKING UNITS**

(being Units 90 and 91 on Level A, Units 1 to 20 inclusive, 22 to 80 inclusive, 83 to 133 inclusive, 136 to 149 inclusive, 153 to 193 inclusive, 203, 212 to 226 inclusive and 246 to 251 inclusive on Level B, Units 1 to 20 inclusive, 22 to 80 inclusive, 83 to 133 inclusive, 137 to 150 inclusive, 154 to 168 inclusive, 170 to 194 inclusive, 204, 213 to 227 inclusive and 247 to 252 inclusive on Level C, Units 1 to 20 inclusive, 22 to 80 inclusive, 83 to 131 inclusive, 134, 135, 139 to 153 inclusive, 157 to 171 inclusive, 173 to 197 inclusive, 207, 216 to 230 inclusive and 250 to 255 inclusive on Level D).

7. **BOUNDARIES OF THE COMBINED PARKING AND LOCKER UNITS**

(being Units 21, 81, 82, 134, 135, 150, 151, 152, 194 to 202 inclusive, 204 to 211 inclusive, 227 to 245 inclusive and 252 to 282 inclusive on Level B, Units 21, 81, 82, 134, 135, 136, 151, 152, 153, 169, 195 to 203 inclusive, 205 to 212 inclusive, 228 to 246 inclusive and 253 to 283 inclusive on Level C, Units 21, 81, 82, 132, 133, 136, 137, 138, 154, 155, 156, 172, 198 to 206 inclusive, 208 to 215 inclusive, 231 to 249 inclusive and 256 to 286 inclusive on Level D).

- a) Each Parking Unit and Combined Parking and Locker Unit shall be bounded vertically by:
- i) the upper surface and plane of the concrete floor slab.
 - ii) the plane established 2.10 metres perpendicularly distant above and parallel to the concrete floor.
- b) Each Parking Unit and Combined Parking and Locker Unit shall be bounded horizontally by one or a combination of:
- i) the face and plane of the concrete/concrete block wall and/or the production thereof.
 - ii) the vertical plane established by the line and face of the concrete columns and/or the production thereof.
 - iii) the vertical plane established by the centre-line of columns and/or the production thereof.
 - iv) the vertical plane established by measurement.

- v) the vertical plane established by measurement and perpendicular to the concrete wall.
- vi) the vertical plane established perpendicular to the concrete wall and passing through the centre-line of the concrete columns and/or the production thereof.
- vii) the vertical plane established by connecting structural members.

8. **BOUNDARIES OF THE LOCKER UNITS**

(being 1 to 77 inclusive on Level A, Units 283 to 454 inclusive on Level B, Units 284 to 455 inclusive on Level C and Units 287 to 464 inclusive on Level D, Unit 44 on Level 10 and Units 44, 45, 46 and 47 on Level 11).

- a) Each Locker Unit shall be bounded vertically by one or a combination of:
 - i) the upper surface and plane of the concrete floor slab.
 - ii) the lower surface and plane of the steel wire mesh on the ceiling.
 - iii) the lower surface of the concrete ceiling.
- b) Each Locker Unit shall be bounded horizontally by one or a combination of:
 - i) the unit side surface and plane of the concrete/concrete block wall and/or the production thereof.
 - ii) the backside surface and plane of the drywall sheathing.
 - iii) the unit side surface and plane of the steel wire mesh and frame.
 - iv) the unit side surface and plane of the door and door frame, the said door being in a closed position.
 - v) the vertical plane established by measurement.

9. **BOUNDARIES OF THE FIREFIGHTERS (CACF) ROOM UNITS**

(being Units 23 and 24 on Level 1)

- a) Each Firefighter Room Unit shall be bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab.
 - ii) the lower surface and plane of the concrete ceiling slab.
- b) Each Firefighter Room Unit shall be bounded horizontally by:
 - i) the backside surface and plane of the drywall sheathing on all exterior walls or walls separating a unit from the Common Element.

- ii) the unit side surface and plane of all exterior doors, door and window frames, the said doors and windows being in a closed position and the unit side surface of the glass panels contained therein.
- iii) in the vicinity of ducts and pipe spaces, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts and pipe spaces.

10. **BOUNDARIES OF THE LOADING BAY UNITS**

(being Units 21 and 22 on Level 1).

- a) Each Loading Bay Unit is bounded vertically by the following:
 - i) the upper surface and plane of the concrete floor slab and production.
 - ii) the plane 5.00 metres perpendicularly distant and parallel to the upper surface and plane of the concrete floor slab and production.
 - iii) the upper surface and plane of the concrete/asphalt roadway and production.
- b) Each Loading Bay Unit is bounded horizontally by the following:
 - i) the vertical plane established by measurement.
 - ii) the vertical plane established by connecting structural members.
 - iii) the unit side surface and plane of the concrete curb and production.
 - iv) the unit side surface and plane of the concrete or concrete block walls and production.

11. **BOUNDARIES OF THE MAIL ROOM UNITS**

(being Units 25 and 26 on Level 1).

- a) Each Mail Room Unit is bounded vertically by the following:
 - i) the upper surface and plane of the concrete floor slab.
 - ii) the lower surface and plane of the concrete ceiling slab.
- b) Each Mail Room Unit is bounded horizontally by the following:
 - i) the backside surface and plane of the drywall sheathing on all exterior walls or walls separating a unit from the Common Element.
 - ii) the unit side surface and plane of all exterior doors, door and window frames, the said doors and windows being in a closed position and the unit side surface of the glass panels contained therein.
 - iii) in the vicinity of ducts and pipe spaces, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts and pipe spaces.

12. **BOUNDARIES OF THE SERVICE UNITS**

(being Transformer Unit 27 on Level 1,
Gas Meter Station Unit 28 on Level 1,
Electrical Room Units 89, 83, 85 and 86 on Level A,
Mechanical Room Units 78, 79, 81 and 88 on Level A
Garbage/Recycle Room Units 82 and 87 on Level A
Communication Room Unit 80 on Level A and
Storm Water Tank Unit 84 on Level A).

- a) Each Service Unit shall be bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production.
 - ii) the lower surface and plane of the concrete ceiling slab and production.
 - iii) the upper surface and plane of the concrete/asphalt roadway and production.
 - iv) the surface and plane of the concrete steps of the concrete stairs and production thereof.
 - v) the plane 2.10 metres perpendicularly distant above and parallel to the upper surface and plane of the concrete/asphalt roadway and production.
- b) Each Service Unit is bounded horizontally by one or a combination of the following:
 - i) the backside surface and plane of the drywall sheathing and production of walls separating one Unit from another Unit or from the Common Element.
 - ii) the exterior surfaces and plane of all exterior doors, door frames, window and window frames, said doors and windows being in a closed position and the exterior surface of all glass panels contained therein.
 - iii) the vertical plane established by measurement and perpendicular to the parapet wall.
 - iv) the vertical plane established by measurement.
 - v) the vertical plane established by connecting structural members.
 - vi) the unit side surface and the concrete/block walls and production thereof.

13. **BOUNDARIES OF THE CLUB ROOM UNIT**

(being Unit 5 on Level 13).

- a) The Club Room Unit shall be bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab.
 - ii) the lower surface and plane of the concrete ceiling slab.

- b) The Club Room Unit shall be bounded horizontally by:
- i) the backside surface and plane of the drywall sheathing on all exterior walls or walls separating a unit from the Common Element.
 - iii) the unit side surface and plane of all exterior doors, door and window frames, the said doors and windows being in a closed position and the unit side surface of the glass panels contained therein.
 - iii) in the vicinity of ducts and pipe spaces, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts and pipe spaces.

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 12 inclusive of the Description.

Nov. 21, 2018

Dated



R.J. Visser,
Ontario Land Surveyor

Reference should be made to the provisions of the Declaration itself, (on page 4 (section 1.05) in order to determine the maintenance and repair responsibilities for any Unit and whether specific physical components (such as any wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

BEVERLY HILLS CONDOMINIUM RESORT
(GREAT LAND (YONGE 16TH) INC.)

SCHEDULE D

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
Locker	A	1	0.0071602	0.0071602
Locker	A	2	0.0071602	0.0071602
Locker	A	3	0.0071602	0.0071602
Locker	A	4	0.0071602	0.0071602
Locker	A	5	0.0071602	0.0071602
Locker	A	6	0.0071602	0.0071602
Locker	A	7	0.0071602	0.0071602
Locker	A	8	0.0071602	0.0071602
Locker	A	9	0.0071602	0.0071602
Locker	A	10	0.0071602	0.0071602
Locker	A	11	0.0071602	0.0071602
Locker	A	12	0.0071602	0.0071602
Locker	A	13	0.0071602	0.0071602
Locker	A	14	0.0071602	0.0071602
Locker	A	15	0.0071602	0.0071602
Locker	A	16	0.0071602	0.0071602
Locker	A	17	0.0071602	0.0071602
Locker	A	18	0.0071602	0.0071602
Locker	A	19	0.0071602	0.0071602
Locker	A	20	0.0071602	0.0071602
Locker	A	21	0.0071602	0.0071602
Locker	A	22	0.0071602	0.0071602
Locker	A	23	0.0071602	0.0071602
Locker	A	24	0.0071602	0.0071602
Locker	A	25	0.0071602	0.0071602
Locker	A	26	0.0071602	0.0071602
Locker	A	27	0.0071602	0.0071602
Locker	A	28	0.0071602	0.0071602
Locker	A	29	0.0071602	0.0071602
Locker	A	30	0.0071602	0.0071602
Locker	A	31	0.0071602	0.0071602
Locker	A	32	0.0071602	0.0071602
Locker	A	33	0.0071602	0.0071602
Locker	A	34	0.0071602	0.0071602
Locker	A	35	0.0071602	0.0071602
Locker	A	36	0.0071602	0.0071602
Locker	A	37	0.0071602	0.0071602
Locker	A	38	0.0071602	0.0071602
Locker	A	39	0.0071602	0.0071602
Locker	A	40	0.0071602	0.0071602
Locker	A	41	0.0071602	0.0071602
Locker	A	42	0.0071602	0.0071602
Locker	A	43	0.0071602	0.0071602
Locker	A	44	0.0071602	0.0071602
Locker	A	45	0.0071602	0.0071602
Locker	A	46	0.0071602	0.0071602
Locker	A	47	0.0071602	0.0071602
Locker	A	48	0.0071602	0.0071602
Locker	A	49	0.0071602	0.0071602
Locker	A	50	0.0071602	0.0071602
Locker	A	51	0.0071602	0.0071602
Locker	A	52	0.0071602	0.0071602
Locker	A	53	0.0071602	0.0071602
Locker	A	54	0.0071602	0.0071602
Locker	A	55	0.0071602	0.0071602
Locker	A	56	0.0071602	0.0071602
Locker	A	57	0.0071602	0.0071602
Locker	A	58	0.0071602	0.0071602
Locker	A	59	0.0071602	0.0071602
Locker	A	60	0.0071602	0.0071602
Locker	A	61	0.0071602	0.0071602
Locker	A	62	0.0071602	0.0071602
Locker	A	63	0.0071602	0.0071602
Locker	A	64	0.0071602	0.0071602
Locker	A	65	0.0071602	0.0071602
Locker	A	66	0.0071602	0.0071602
Locker	A	67	0.0071602	0.0071602
Locker	A	68	0.0071602	0.0071602
Locker	A	69	0.0071602	0.0071602
Locker	A	70	0.0071602	0.0071602
Locker	A	71	0.0071602	0.0071602
Locker	A	72	0.0071602	0.0071602
Locker	A	73	0.0071602	0.0071602
Locker	A	74	0.0071602	0.0071602
Locker	A	75	0.0071602	0.0071602
Locker	A	76	0.0071602	0.0071602
Locker	A	77	0.0071602	0.0071602
Mechanical Room	A	78	0.0000005	0.0000000
Mechanical Room	A	79	0.0000005	0.0000000
Communication Room	A	80	0.0000005	0.0000000
Mechanical Room	A	81	0.0000005	0.0000000
Garbage/Recycle Room	A	82	0.0000010	0.0000000
Electrical Room	A	83	0.0000010	0.0000000
Storm Water Tank	A	84	0.0000010	0.0000000
Electrical Room	A	85	0.0000010	0.0000000
Electrical Room	A	86	0.0000010	0.0000000

BEVERLY HILLS CONDOMINIUM RESORT
(GREAT LAND (YONGE 16TH) INC.)

SCHEDULE D

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
Garbage/Recycle Room	A	87	0.0000010	0.0000000
Mechanical Room	A	88	0.0000010	0.0000000
Electrical Room	A	89	0.0000010	0.0000000
Parking - Town	A	90	0.0000010	0.0000000
Parking - Town	A	91	0.0000010	0.0000000
Parking	B	1	0.0110061	0.0110061
Parking	B	2	0.0110061	0.0110061
Parking	B	3	0.0110061	0.0110061
Parking	B	4	0.0110061	0.0110061
Parking	B	5	0.0110061	0.0110061
Parking	B	6	0.0110061	0.0110061
Parking	B	7	0.0110061	0.0110061
Parking	B	8	0.0110061	0.0110061
Parking	B	9	0.0110061	0.0110061
Parking	B	10	0.0110061	0.0110061
Parking	B	11	0.0110061	0.0110061
Parking	B	12	0.0110061	0.0110061
Parking	B	13	0.0110061	0.0110061
Parking	B	14	0.0110061	0.0110061
Parking	B	15	0.0110061	0.0110061
Parking	B	16	0.0110061	0.0110061
Parking	B	17	0.0110061	0.0110061
Parking	B	18	0.0110061	0.0110061
Parking	B	19	0.0110061	0.0110061
Parking	B	20	0.0110061	0.0110061
Parking/Locker	B	21	0.0181882	0.0181882
Parking	B	22	0.0110061	0.0110061
Parking	B	23	0.0110061	0.0110061
Parking	B	24	0.0110061	0.0110061
Parking	B	25	0.0110061	0.0110061
Parking	B	26	0.0110061	0.0110061
Parking	B	27	0.0110061	0.0110061
Parking	B	28	0.0110061	0.0110061
Parking	B	29	0.0110061	0.0110061
Parking	B	30	0.0110061	0.0110061
Parking	B	31	0.0110061	0.0110061
Parking	B	32	0.0110061	0.0110061
Parking	B	33	0.0110061	0.0110061
Parking	B	34	0.0110061	0.0110061
Parking	B	35	0.0110061	0.0110061
Parking	B	36	0.0110061	0.0110061
Parking	B	37	0.0110061	0.0110061
Parking	B	38	0.0110061	0.0110061
Parking	B	39	0.0110061	0.0110061
Parking	B	40	0.0110061	0.0110061
Parking	B	41	0.0110061	0.0110061
Parking	B	42	0.0110061	0.0110061
Parking	B	43	0.0110061	0.0110061
Parking	B	44	0.0110061	0.0110061
Parking	B	45	0.0110061	0.0110061
Parking	B	46	0.0110061	0.0110061
Parking	B	47	0.0110061	0.0110061
Parking	B	48	0.0110061	0.0110061
Parking	B	49	0.0110061	0.0110061
Parking	B	50	0.0110061	0.0110061
Parking	B	51	0.0110061	0.0110061
Parking	B	52	0.0110061	0.0110061
Parking	B	53	0.0110061	0.0110061
Parking	B	54	0.0110061	0.0110061
Parking	B	55	0.0110061	0.0110061
Parking	B	56	0.0110061	0.0110061
Parking	B	57	0.0110061	0.0110061
Parking	B	58	0.0110061	0.0110061
Parking	B	59	0.0110061	0.0110061
Parking	B	60	0.0110061	0.0110061
Parking	B	61	0.0110061	0.0110061
Parking	B	62	0.0110061	0.0110061
Parking	B	63	0.0110061	0.0110061
Parking	B	64	0.0110061	0.0110061
Parking	B	65	0.0110061	0.0110061
Parking	B	66	0.0110061	0.0110061
Parking	B	67	0.0110061	0.0110061
Parking	B	68	0.0110061	0.0110061
Parking	B	69	0.0110061	0.0110061
Parking	B	70	0.0110061	0.0110061
Parking	B	71	0.0110061	0.0110061
Parking	B	72	0.0110061	0.0110061
Parking	B	73	0.0110061	0.0110061
Parking	B	74	0.0110061	0.0110061
Parking	B	75	0.0110061	0.0110061
Parking	B	76	0.0110061	0.0110061
Parking	B	77	0.0110061	0.0110061
Parking	B	78	0.0110061	0.0110061
Parking	B	79	0.0110061	0.0110061
Parking	B	80	0.0110061	0.0110061
Parking/Locker	B	81	0.0181882	0.0181882

BEVERLY HILLS CONDOMINIUM RESORT
(GREAT LAND (YONGE 16TH) INC.)

SCHEDULE D

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
Parking/Locker	B	82	0.0181882	0.0181882
Parking	B	83	0.0110061	0.0110061
Parking	B	84	0.0110061	0.0110061
Parking	B	85	0.0110061	0.0110061
Parking	B	86	0.0110061	0.0110061
Parking	B	87	0.0110061	0.0110061
Parking	B	88	0.0110061	0.0110061
Parking	B	89	0.0110061	0.0110061
Parking	B	90	0.0110061	0.0110061
Parking	B	91	0.0110061	0.0110061
Parking	B	92	0.0110061	0.0110061
Parking	B	93	0.0110061	0.0110061
Parking	B	94	0.0110061	0.0110061
Parking	B	95	0.0110061	0.0110061
Parking	B	96	0.0110061	0.0110061
Parking	B	97	0.0110061	0.0110061
Parking	B	98	0.0110061	0.0110061
Parking	B	99	0.0110061	0.0110061
Parking	B	100	0.0110061	0.0110061
Parking	B	101	0.0110061	0.0110061
Parking	B	102	0.0110061	0.0110061
Parking	B	103	0.0110061	0.0110061
Parking	B	104	0.0110061	0.0110061
Parking	B	105	0.0110061	0.0110061
Parking	B	106	0.0110061	0.0110061
Parking	B	107	0.0110061	0.0110061
Parking	B	108	0.0110061	0.0110061
Parking	B	109	0.0110061	0.0110061
Parking	B	110	0.0110061	0.0110061
Parking	B	111	0.0110061	0.0110061
Parking	B	112	0.0110061	0.0110061
Parking	B	113	0.0110061	0.0110061
Parking	B	114	0.0110061	0.0110061
Parking	B	115	0.0110061	0.0110061
Parking	B	116	0.0110061	0.0110061
Parking	B	117	0.0110061	0.0110061
Parking	B	118	0.0110061	0.0110061
Parking	B	119	0.0110061	0.0110061
Parking	B	120	0.0110061	0.0110061
Parking	B	121	0.0110061	0.0110061
Parking	B	122	0.0110061	0.0110061
Parking	B	123	0.0110061	0.0110061
Parking	B	124	0.0110061	0.0110061
Parking	B	125	0.0110061	0.0110061
Parking	B	126	0.0110061	0.0110061
Parking	B	127	0.0110061	0.0110061
Parking	B	128	0.0110061	0.0110061
Parking	B	129	0.0110061	0.0110061
Parking	B	130	0.0110061	0.0110061
Parking	B	131	0.0110061	0.0110061
Parking	B	132	0.0110061	0.0110061
Parking	B	133	0.0110061	0.0110061
Parking/Locker	B	134	0.0181882	0.0181882
Parking/Locker	B	135	0.0181882	0.0181882
Parking	B	136	0.0110061	0.0110061
Parking	B	137	0.0110061	0.0110061
Parking	B	138	0.0110061	0.0110061
Parking	B	139	0.0110061	0.0110061
Parking	B	140	0.0110061	0.0110061
Parking	B	141	0.0110061	0.0110061
Parking	B	142	0.0110061	0.0110061
Parking	B	143	0.0110061	0.0110061
Parking	B	144	0.0110061	0.0110061
Parking	B	145	0.0110061	0.0110061
Parking	B	146	0.0110061	0.0110061
Parking	B	147	0.0110061	0.0110061
Parking	B	148	0.0110061	0.0110061
Parking	B	149	0.0110061	0.0110061
Parking/Locker	B	150	0.0181882	0.0181882
Parking/Locker	B	151	0.0181882	0.0181882
Parking/Locker	B	152	0.0181882	0.0181882
Parking	B	153	0.0110061	0.0110061
Parking	B	154	0.0110061	0.0110061
Parking	B	155	0.0110061	0.0110061
Parking	B	156	0.0110061	0.0110061
Parking	B	157	0.0110061	0.0110061
Parking	B	158	0.0110061	0.0110061
Parking	B	159	0.0110061	0.0110061
Parking	B	160	0.0110061	0.0110061
Parking	B	161	0.0110061	0.0110061
Parking	B	162	0.0110061	0.0110061
Parking	B	163	0.0110061	0.0110061
Parking	B	164	0.0110061	0.0110061
Parking	B	165	0.0110061	0.0110061
Parking	B	166	0.0110061	0.0110061
Parking	B	167	0.0110061	0.0110061

BEVERLY HILLS CONDOMINIUM RESORT
(GREAT LAND (YONGE 16TH) INC.)

SCHEDULE D

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
Parking	B	168	0.0110061	0.0110061
Parking	B	169	0.0110061	0.0110061
Parking	B	170	0.0110061	0.0110061
Parking	B	171	0.0110061	0.0110061
Parking	B	172	0.0110061	0.0110061
Parking	B	173	0.0110061	0.0110061
Parking	B	174	0.0110061	0.0110061
Parking	B	175	0.0110061	0.0110061
Parking	B	176	0.0110061	0.0110061
Parking	B	177	0.0110061	0.0110061
Parking	B	178	0.0110061	0.0110061
Parking	B	179	0.0110061	0.0110061
Parking	B	180	0.0110061	0.0110061
Parking	B	181	0.0110061	0.0110061
Parking	B	182	0.0110061	0.0110061
Parking	B	183	0.0110061	0.0110061
Parking	B	184	0.0110061	0.0110061
Parking	B	185	0.0110061	0.0110061
Parking	B	186	0.0110061	0.0110061
Parking	B	187	0.0110061	0.0110061
Parking	B	188	0.0110061	0.0110061
Parking	B	189	0.0110061	0.0110061
Parking	B	190	0.0110061	0.0110061
Parking	B	191	0.0110061	0.0110061
Parking	B	192	0.0110061	0.0110061
Parking	B	193	0.0110061	0.0110061
Parking/Locker	B	194	0.0181882	0.0181882
Parking/Locker	B	195	0.0181882	0.0181882
Parking/Locker	B	196	0.0181882	0.0181882
Parking/Locker	B	197	0.0181882	0.0181882
Parking/Locker	B	198	0.0181882	0.0181882
Parking/Locker	B	199	0.0181882	0.0181882
Parking/Locker	B	200	0.0181882	0.0181882
Parking/Locker	B	201	0.0181882	0.0181882
Parking/Locker	B	202	0.0181882	0.0181882
Parking	B	203	0.0110061	0.0110061
Parking/Locker	B	204	0.0181882	0.0181882
Parking/Locker	B	205	0.0181882	0.0181882
Parking/Locker	B	206	0.0181882	0.0181882
Parking/Locker	B	207	0.0181882	0.0181882
Parking/Locker	B	208	0.0181882	0.0181882
Parking/Locker	B	209	0.0181882	0.0181882
Parking/Locker	B	210	0.0181882	0.0181882
Parking/Locker	B	211	0.0181882	0.0181882
Parking	B	212	0.0110029	0.0110029
Parking	B	213	0.0110029	0.0110029
Parking	B	214	0.0110029	0.0110029
Parking	B	215	0.0110029	0.0110029
Parking	B	216	0.0110029	0.0110029
Parking	B	217	0.0110029	0.0110029
Parking	B	218	0.0110029	0.0110029
Parking	B	219	0.0110029	0.0110029
Parking	B	220	0.0110029	0.0110029
Parking	B	221	0.0110029	0.0110029
Parking	B	222	0.0110029	0.0110029
Parking	B	223	0.0110029	0.0110029
Parking	B	224	0.0110029	0.0110029
Parking	B	225	0.0110029	0.0110029
Parking	B	226	0.0110029	0.0110029
Parking/Locker	B	227	0.0181882	0.0181882
Parking/Locker	B	228	0.0181882	0.0181882
Parking/Locker	B	229	0.0181882	0.0181882
Parking/Locker	B	230	0.0181882	0.0181882
Parking/Locker	B	231	0.0181882	0.0181882
Parking/Locker	B	232	0.0181882	0.0181882
Parking/Locker	B	233	0.0181882	0.0181882
Parking/Locker	B	234	0.0181882	0.0181882
Parking/Locker	B	235	0.0181882	0.0181882
Parking/Locker	B	236	0.0181882	0.0181882
Parking/Locker	B	237	0.0181882	0.0181882
Parking/Locker	B	238	0.0181882	0.0181882
Parking/Locker	B	239	0.0181882	0.0181882
Parking/Locker	B	240	0.0181882	0.0181882
Parking/Locker	B	241	0.0181882	0.0181882
Parking/Locker	B	242	0.0181882	0.0181882
Parking/Locker	B	243	0.0181882	0.0181882
Parking/Locker	B	244	0.0181882	0.0181882
Parking/Locker	B	245	0.0181882	0.0181882
Parking	B	246	0.0110029	0.0110029
Parking	B	247	0.0110029	0.0110029
Parking	B	248	0.0110029	0.0110029
Parking	B	249	0.0110029	0.0110029
Parking	B	250	0.0110029	0.0110029
Parking	B	251	0.0110029	0.0110029
Parking/Locker	B	252	0.0181882	0.0181882
Parking/Locker	B	253	0.0181882	0.0181882
Parking/Locker	B	254	0.0181882	0.0181882

BEVERLY HILLS CONDOMINIUM RESORT
(GREAT LAND (YONGE 16TH) INC.)

SCHEDULE D

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
Parking/Locker	B	255	0.0181882	0.0181882
Parking/Locker	B	256	0.0181882	0.0181882
Parking/Locker	B	257	0.0181882	0.0181882
Parking/Locker	B	258	0.0181882	0.0181882
Parking/Locker	B	259	0.0181882	0.0181882
Parking/Locker	B	260	0.0181882	0.0181882
Parking/Locker	B	261	0.0181882	0.0181882
Parking/Locker	B	262	0.0181882	0.0181882
Parking/Locker	B	263	0.0181882	0.0181882
Parking/Locker	B	264	0.0181882	0.0181882
Parking/Locker	B	265	0.0181882	0.0181882
Parking/Locker	B	266	0.0181882	0.0181882
Parking/Locker	B	267	0.0181882	0.0181882
Parking/Locker	B	268	0.0181882	0.0181882
Parking/Locker	B	269	0.0181882	0.0181882
Parking/Locker	B	270	0.0181882	0.0181882
Parking/Locker	B	271	0.0181882	0.0181882
Parking/Locker	B	272	0.0181882	0.0181882
Parking/Locker	B	273	0.0181882	0.0181882
Parking/Locker	B	274	0.0181882	0.0181882
Parking/Locker	B	275	0.0181882	0.0181882
Parking/Locker	B	276	0.0181882	0.0181882
Parking/Locker	B	277	0.0181882	0.0181882
Parking/Locker	B	278	0.0181882	0.0181882
Parking/Locker	B	279	0.0181882	0.0181882
Parking/Locker	B	280	0.0181882	0.0181882
Parking/Locker	B	281	0.0181882	0.0181882
Parking/Locker	B	282	0.0181882	0.0181882
Locker	B	283	0.0071602	0.0071602
Locker	B	284	0.0071602	0.0071602
Locker	B	285	0.0071602	0.0071602
Locker	B	286	0.0071602	0.0071602
Locker	B	287	0.0071602	0.0071602
Locker	B	288	0.0071602	0.0071602
Locker	B	289	0.0071602	0.0071602
Locker	B	290	0.0071602	0.0071602
Locker	B	291	0.0071602	0.0071602
Locker	B	292	0.0071602	0.0071602
Locker	B	293	0.0071602	0.0071602
Locker	B	294	0.0071602	0.0071602
Locker	B	295	0.0071602	0.0071602
Locker	B	296	0.0071602	0.0071602
Locker	B	297	0.0071602	0.0071602
Locker	B	298	0.0071602	0.0071602
Locker	B	299	0.0071602	0.0071602
Locker	B	300	0.0071602	0.0071602
Locker	B	301	0.0071602	0.0071602
Locker	B	302	0.0071602	0.0071602
Locker	B	303	0.0071602	0.0071602
Locker	B	304	0.0071602	0.0071602
Locker	B	305	0.0071602	0.0071602
Locker	B	306	0.0071602	0.0071602
Locker	B	307	0.0071602	0.0071602
Locker	B	308	0.0071602	0.0071602
Locker	B	309	0.0071602	0.0071602
Locker	B	310	0.0071602	0.0071602
Locker	B	311	0.0071602	0.0071602
Locker	B	312	0.0071602	0.0071602
Locker	B	313	0.0071602	0.0071602
Locker	B	314	0.0071602	0.0071602
Locker	B	315	0.0071602	0.0071602
Locker	B	316	0.0071602	0.0071602
Locker	B	317	0.0071602	0.0071602
Locker	B	318	0.0071602	0.0071602
Locker	B	319	0.0071602	0.0071602
Locker	B	320	0.0071602	0.0071602
Locker	B	321	0.0071602	0.0071602
Locker	B	322	0.0071602	0.0071602
Locker	B	323	0.0071602	0.0071602
Locker	B	324	0.0071602	0.0071602
Locker	B	325	0.0071602	0.0071602
Locker	B	326	0.0071602	0.0071602
Locker	B	327	0.0071602	0.0071602
Locker	B	328	0.0071602	0.0071602
Locker	B	329	0.0071602	0.0071602
Locker	B	330	0.0071602	0.0071602
Locker	B	331	0.0071602	0.0071602
Locker	B	332	0.0071602	0.0071602
Locker	B	333	0.0071602	0.0071602
Locker	B	334	0.0071602	0.0071602
Locker	B	335	0.0071602	0.0071602
Locker	B	336	0.0071602	0.0071602
Locker	B	337	0.0071602	0.0071602
Locker	B	338	0.0071602	0.0071602
Locker	B	339	0.0071602	0.0071602
Locker	B	340	0.0071602	0.0071602
Locker	B	341	0.0071602	0.0071602

BEVERLY HILLS CONDOMINIUM RESORT
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SCHEDULE D

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
Locker	B	342	0.0071602	0.0071602
Locker	B	343	0.0071602	0.0071602
Locker	B	344	0.0071602	0.0071602
Locker	B	345	0.0071602	0.0071602
Locker	B	346	0.0071602	0.0071602
Locker	B	347	0.0071602	0.0071602
Locker	B	348	0.0071602	0.0071602
Locker	B	349	0.0071602	0.0071602
Locker	B	350	0.0071602	0.0071602
Locker	B	351	0.0071602	0.0071602
Locker	B	352	0.0071602	0.0071602
Locker	B	353	0.0071602	0.0071602
Locker	B	354	0.0071602	0.0071602
Locker	B	355	0.0071602	0.0071602
Locker	B	356	0.0071602	0.0071602
Locker	B	357	0.0071602	0.0071602
Locker	B	358	0.0071602	0.0071602
Locker	B	359	0.0071602	0.0071602
Locker	B	360	0.0071602	0.0071602
Locker	B	361	0.0071602	0.0071602
Locker	B	362	0.0071602	0.0071602
Locker	B	363	0.0071602	0.0071602
Locker	B	364	0.0071602	0.0071602
Locker	B	365	0.0071602	0.0071602
Locker	B	366	0.0071602	0.0071602
Locker	B	367	0.0071602	0.0071602
Locker	B	368	0.0071602	0.0071602
Locker	B	369	0.0071602	0.0071602
Locker	B	370	0.0071602	0.0071602
Locker	B	371	0.0071602	0.0071602
Locker	B	372	0.0071602	0.0071602
Locker	B	373	0.0071602	0.0071602
Locker	B	374	0.0071602	0.0071602
Locker	B	375	0.0071602	0.0071602
Locker	B	376	0.0071602	0.0071602
Locker	B	377	0.0071602	0.0071602
Locker	B	378	0.0071602	0.0071602
Locker	B	379	0.0071602	0.0071602
Locker	B	380	0.0071602	0.0071602
Locker	B	381	0.0071602	0.0071602
Locker	B	382	0.0071602	0.0071602
Locker	B	383	0.0071602	0.0071602
Locker	B	384	0.0071602	0.0071602
Locker	B	385	0.0071602	0.0071602
Locker	B	386	0.0071602	0.0071602
Locker	B	387	0.0071602	0.0071602
Locker	B	388	0.0071602	0.0071602
Locker	B	389	0.0071602	0.0071602
Locker	B	390	0.0071602	0.0071602
Locker	B	391	0.0071602	0.0071602
Locker	B	392	0.0071602	0.0071602
Locker	B	393	0.0071602	0.0071602
Locker	B	394	0.0071602	0.0071602
Locker	B	395	0.0071602	0.0071602
Locker	B	396	0.0071602	0.0071602
Locker	B	397	0.0071602	0.0071602
Locker	B	398	0.0071602	0.0071602
Locker	B	399	0.0071602	0.0071602
Locker	B	400	0.0071602	0.0071602
Locker	B	401	0.0071602	0.0071602
Locker	B	402	0.0071602	0.0071602
Locker	B	403	0.0071602	0.0071602
Locker	B	404	0.0071602	0.0071602
Locker	B	405	0.0071602	0.0071602
Locker	B	406	0.0071602	0.0071602
Locker	B	407	0.0071602	0.0071602
Locker	B	408	0.0071602	0.0071602
Locker	B	409	0.0071602	0.0071602
Locker	B	410	0.0071602	0.0071602
Locker	B	411	0.0071602	0.0071602
Locker	B	412	0.0071602	0.0071602
Locker	B	413	0.0071602	0.0071602
Locker	B	414	0.0071602	0.0071602
Locker	B	415	0.0071602	0.0071602
Locker	B	416	0.0071602	0.0071602
Locker	B	417	0.0071602	0.0071602
Locker	B	418	0.0071602	0.0071602
Locker	B	419	0.0071602	0.0071602
Locker	B	420	0.0071602	0.0071602
Locker	B	421	0.0071602	0.0071602
Locker	B	422	0.0071602	0.0071602
Locker	B	423	0.0071602	0.0071602
Locker	B	424	0.0071602	0.0071602
Locker	B	425	0.0071602	0.0071602
Locker	B	426	0.0071602	0.0071602
Locker	B	427	0.0071602	0.0071602
Locker	B	428	0.0071602	0.0071602

BEVERLY HILLS CONDOMINIUM RESORT
(GREAT LAND (YONGE 16TH) INC.)

SCHEDULE D

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
Locker	B	429	0.0071602	0.0071602
Locker	B	430	0.0071602	0.0071602
Locker	B	431	0.0071602	0.0071602
Locker	B	432	0.0071602	0.0071602
Locker	B	433	0.0071602	0.0071602
Locker	B	434	0.0071602	0.0071602
Locker	B	435	0.0071602	0.0071602
Locker	B	436	0.0071602	0.0071602
Locker	B	437	0.0071602	0.0071602
Locker	B	438	0.0071602	0.0071602
Locker	B	439	0.0071602	0.0071602
Locker	B	440	0.0071602	0.0071602
Locker	B	441	0.0071602	0.0071602
Locker	B	442	0.0071602	0.0071602
Locker	B	443	0.0071602	0.0071602
Locker	B	444	0.0071602	0.0071602
Locker	B	445	0.0071602	0.0071602
Locker	B	446	0.0071602	0.0071602
Locker	B	447	0.0071602	0.0071602
Locker	B	448	0.0071602	0.0071602
Locker	B	449	0.0071602	0.0071602
Locker	B	450	0.0071602	0.0071602
Locker	B	451	0.0071602	0.0071602
Locker	B	452	0.0071602	0.0071602
Locker	B	453	0.0071602	0.0071602
Locker	B	454	0.0071602	0.0071602
Parking	C	1	0.0110061	0.0110061
Parking	C	2	0.0110061	0.0110061
Parking	C	3	0.0110061	0.0110061
Parking	C	4	0.0110061	0.0110061
Parking	C	5	0.0110061	0.0110061
Parking	C	6	0.0110061	0.0110061
Parking	C	7	0.0110061	0.0110061
Parking	C	8	0.0110061	0.0110061
Parking	C	9	0.0110061	0.0110061
Parking	C	10	0.0110061	0.0110061
Parking	C	11	0.0110061	0.0110061
Parking	C	12	0.0110061	0.0110061
Parking	C	13	0.0110061	0.0110061
Parking	C	14	0.0110061	0.0110061
Parking	C	15	0.0110061	0.0110061
Parking	C	16	0.0110061	0.0110061
Parking	C	17	0.0110061	0.0110061
Parking	C	18	0.0110061	0.0110061
Parking	C	19	0.0110061	0.0110061
Parking	C	20	0.0110061	0.0110061
Parking/Locker	C	21	0.0181882	0.0181882
Parking	C	22	0.0110061	0.0110061
Parking	C	23	0.0110061	0.0110061
Parking	C	24	0.0110061	0.0110061
Parking	C	25	0.0110061	0.0110061
Parking	C	26	0.0110061	0.0110061
Parking	C	27	0.0110061	0.0110061
Parking	C	28	0.0110061	0.0110061
Parking	C	29	0.0110061	0.0110061
Parking	C	30	0.0110061	0.0110061
Parking	C	31	0.0110061	0.0110061
Parking	C	32	0.0110061	0.0110061
Parking	C	33	0.0110061	0.0110061
Parking	C	34	0.0110061	0.0110061
Parking	C	35	0.0110061	0.0110061
Parking	C	36	0.0110061	0.0110061
Parking	C	37	0.0110061	0.0110061
Parking	C	38	0.0110061	0.0110061
Parking	C	39	0.0110061	0.0110061
Parking	C	40	0.0110061	0.0110061
Parking	C	41	0.0110061	0.0110061
Parking	C	42	0.0110061	0.0110061
Parking	C	43	0.0110061	0.0110061
Parking	C	44	0.0110061	0.0110061
Parking	C	45	0.0110061	0.0110061
Parking	C	46	0.0110061	0.0110061
Parking	C	47	0.0110061	0.0110061
Parking	C	48	0.0110061	0.0110061
Parking	C	49	0.0110061	0.0110061
Parking	C	50	0.0110061	0.0110061
Parking	C	51	0.0110061	0.0110061
Parking	C	52	0.0110061	0.0110061
Parking	C	53	0.0110061	0.0110061
Parking	C	54	0.0110061	0.0110061
Parking	C	55	0.0110061	0.0110061
Parking	C	56	0.0110061	0.0110061
Parking	C	57	0.0110061	0.0110061
Parking	C	58	0.0110061	0.0110061
Parking	C	59	0.0110061	0.0110061
Parking	C	60	0.0110061	0.0110061

BEVERLY HILLS CONDOMINIUM RESORT
(GREAT LAND (YONGE 16TH) INC.)

SCHEDULE D

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
Parking	C	61	0.0110061	0.0110061
Parking	C	62	0.0110061	0.0110061
Parking	C	63	0.0110061	0.0110061
Parking	C	64	0.0110061	0.0110061
Parking	C	65	0.0110061	0.0110061
Parking	C	66	0.0110061	0.0110061
Parking	C	67	0.0110061	0.0110061
Parking	C	68	0.0110061	0.0110061
Parking	C	69	0.0110061	0.0110061
Parking	C	70	0.0110061	0.0110061
Parking	C	71	0.0110061	0.0110061
Parking	C	72	0.0110061	0.0110061
Parking	C	73	0.0110061	0.0110061
Parking	C	74	0.0110061	0.0110061
Parking	C	75	0.0110061	0.0110061
Parking	C	76	0.0110061	0.0110061
Parking	C	77	0.0110061	0.0110061
Parking	C	78	0.0110061	0.0110061
Parking	C	79	0.0110061	0.0110061
Parking	C	80	0.0110061	0.0110061
Parking/Locker	C	81	0.0181882	0.0181882
Parking/Locker	C	82	0.0181882	0.0181882
Parking	C	83	0.0110061	0.0110061
Parking	C	84	0.0110061	0.0110061
Parking	C	85	0.0110061	0.0110061
Parking	C	86	0.0110061	0.0110061
Parking	C	87	0.0110061	0.0110061
Parking	C	88	0.0110061	0.0110061
Parking	C	89	0.0110061	0.0110061
Parking	C	90	0.0110061	0.0110061
Parking	C	91	0.0110061	0.0110061
Parking	C	92	0.0110061	0.0110061
Parking	C	93	0.0110061	0.0110061
Parking	C	94	0.0110061	0.0110061
Parking	C	95	0.0110061	0.0110061
Parking	C	96	0.0110061	0.0110061
Parking	C	97	0.0110061	0.0110061
Parking	C	98	0.0110061	0.0110061
Parking	C	99	0.0110061	0.0110061
Parking	C	100	0.0110061	0.0110061
Parking	C	101	0.0110061	0.0110061
Parking	C	102	0.0110061	0.0110061
Parking	C	103	0.0110061	0.0110061
Parking	C	104	0.0110061	0.0110061
Parking	C	105	0.0110061	0.0110061
Parking	C	106	0.0110061	0.0110061
Parking	C	107	0.0110061	0.0110061
Parking	C	108	0.0110061	0.0110061
Parking	C	109	0.0110061	0.0110061
Parking	C	110	0.0110061	0.0110061
Parking	C	111	0.0110061	0.0110061
Parking	C	112	0.0110061	0.0110061
Parking	C	113	0.0110061	0.0110061
Parking	C	114	0.0110061	0.0110061
Parking	C	115	0.0110061	0.0110061
Parking	C	116	0.0110061	0.0110061
Parking	C	117	0.0110061	0.0110061
Parking	C	118	0.0110061	0.0110061
Parking	C	119	0.0110061	0.0110061
Parking	C	120	0.0110061	0.0110061
Parking	C	121	0.0110061	0.0110061
Parking	C	122	0.0110061	0.0110061
Parking	C	123	0.0110061	0.0110061
Parking	C	124	0.0110061	0.0110061
Parking	C	125	0.0110061	0.0110061
Parking	C	126	0.0110061	0.0110061
Parking	C	127	0.0110061	0.0110061
Parking	C	128	0.0110061	0.0110061
Parking	C	129	0.0110061	0.0110061
Parking	C	130	0.0110061	0.0110061
Parking	C	131	0.0110061	0.0110061
Parking	C	132	0.0110061	0.0110061
Parking	C	133	0.0110061	0.0110061
Parking/Locker	C	134	0.0181882	0.0181882
Parking/Locker	C	135	0.0181882	0.0181882
Parking/Locker	C	136	0.0181882	0.0181882
Parking	C	137	0.0110061	0.0110061
Parking	C	138	0.0110061	0.0110061
Parking	C	139	0.0110061	0.0110061
Parking	C	140	0.0110061	0.0110061
Parking	C	141	0.0110061	0.0110061
Parking	C	142	0.0110061	0.0110061
Parking	C	143	0.0110061	0.0110061
Parking	C	144	0.0110061	0.0110061
Parking	C	145	0.0110061	0.0110061
Parking	C	146	0.0110061	0.0110061
Parking	C	147	0.0110061	0.0110061

BEVERLY HILLS CONDOMINIUM RESORT
(GREAT LAND (YONGE 16TH) INC.)

SCHEDULE D

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
Parking	C	148	0.0110061	0.0110061
Parking	C	149	0.0110061	0.0110061
Parking	C	150	0.0110061	0.0110061
Parking/Locker	C	151	0.0181882	0.0181882
Parking/Locker	C	152	0.0181882	0.0181882
Parking/Locker	C	153	0.0181882	0.0181882
Parking	C	154	0.0110061	0.0110061
Parking	C	155	0.0110061	0.0110061
Parking	C	156	0.0110061	0.0110061
Parking	C	157	0.0110061	0.0110061
Parking	C	158	0.0110061	0.0110061
Parking	C	159	0.0110061	0.0110061
Parking	C	160	0.0110061	0.0110061
Parking	C	161	0.0110061	0.0110061
Parking	C	162	0.0110061	0.0110061
Parking	C	163	0.0110061	0.0110061
Parking	C	164	0.0110061	0.0110061
Parking	C	165	0.0110061	0.0110061
Parking	C	166	0.0110061	0.0110061
Parking	C	167	0.0110061	0.0110061
Parking	C	168	0.0110061	0.0110061
Parking/Locker	C	169	0.0181882	0.0181882
Parking	C	170	0.0110061	0.0110061
Parking	C	171	0.0110061	0.0110061
Parking	C	172	0.0110061	0.0110061
Parking	C	173	0.0110061	0.0110061
Parking	C	174	0.0110061	0.0110061
Parking	C	175	0.0110061	0.0110061
Parking	C	176	0.0110061	0.0110061
Parking	C	177	0.0110061	0.0110061
Parking	C	178	0.0110061	0.0110061
Parking	C	179	0.0110061	0.0110061
Parking	C	180	0.0110061	0.0110061
Parking	C	181	0.0110061	0.0110061
Parking	C	182	0.0110061	0.0110061
Parking	C	183	0.0110061	0.0110061
Parking	C	184	0.0110061	0.0110061
Parking	C	185	0.0110061	0.0110061
Parking	C	186	0.0110061	0.0110061
Parking	C	187	0.0110061	0.0110061
Parking	C	188	0.0110061	0.0110061
Parking	C	189	0.0110061	0.0110061
Parking	C	190	0.0110061	0.0110061
Parking	C	191	0.0110061	0.0110061
Parking	C	192	0.0110061	0.0110061
Parking	C	193	0.0110061	0.0110061
Parking	C	194	0.0110061	0.0110061
Parking/Locker	C	195	0.0181882	0.0181882
Parking/Locker	C	196	0.0181882	0.0181882
Parking/Locker	C	197	0.0181882	0.0181882
Parking/Locker	C	198	0.0181882	0.0181882
Parking/Locker	C	199	0.0181882	0.0181882
Parking/Locker	C	200	0.0181882	0.0181882
Parking/Locker	C	201	0.0181882	0.0181882
Parking/Locker	C	202	0.0181882	0.0181882
Parking/Locker	C	203	0.0181882	0.0181882
Parking	C	204	0.0110061	0.0110061
Parking/Locker	C	205	0.0181882	0.0181882
Parking/Locker	C	206	0.0181882	0.0181882
Parking/Locker	C	207	0.0181882	0.0181882
Parking/Locker	C	208	0.0181882	0.0181882
Parking/Locker	C	209	0.0181882	0.0181882
Parking/Locker	C	210	0.0181882	0.0181882
Parking/Locker	C	211	0.0181882	0.0181882
Parking/Locker	C	212	0.0181882	0.0181882
Parking	C	213	0.0110061	0.0110061
Parking	C	214	0.0110061	0.0110061
Parking	C	215	0.0110061	0.0110061
Parking	C	216	0.0110061	0.0110061
Parking	C	217	0.0110061	0.0110061
Parking	C	218	0.0110061	0.0110061
Parking	C	219	0.0110061	0.0110061
Parking	C	220	0.0110061	0.0110061
Parking	C	221	0.0110061	0.0110061
Parking	C	222	0.0110061	0.0110061
Parking	C	223	0.0110061	0.0110061
Parking	C	224	0.0110061	0.0110061
Parking	C	225	0.0110061	0.0110061
Parking	C	226	0.0110061	0.0110061
Parking	C	227	0.0110061	0.0110061
Parking/Locker	C	228	0.0181882	0.0181882
Parking/Locker	C	229	0.0181882	0.0181882
Parking/Locker	C	230	0.0181882	0.0181882
Parking/Locker	C	231	0.0181882	0.0181882
Parking/Locker	C	232	0.0181882	0.0181882
Parking/Locker	C	233	0.0181882	0.0181882
Parking/Locker	C	234	0.0181882	0.0181882

BEVERLY HILLS CONDOMINIUM RESORT
(GREAT LAND (YONGE 16TH) INC.)

SCHEDULE D

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
Parking/Locker	C	235	0.0181882	0.0181882
Parking/Locker	C	236	0.0181882	0.0181882
Parking/Locker	C	237	0.0181882	0.0181882
Parking/Locker	C	238	0.0181882	0.0181882
Parking/Locker	C	239	0.0181882	0.0181882
Parking/Locker	C	240	0.0181882	0.0181882
Parking/Locker	C	241	0.0181882	0.0181882
Parking/Locker	C	242	0.0181882	0.0181882
Parking/Locker	C	243	0.0181882	0.0181882
Parking/Locker	C	244	0.0181882	0.0181882
Parking/Locker	C	245	0.0181882	0.0181882
Parking/Locker	C	246	0.0181882	0.0181882
Parking	C	247	0.0110061	0.0110061
Parking	C	248	0.0110061	0.0110061
Parking	C	249	0.0110061	0.0110061
Parking	C	250	0.0110061	0.0110061
Parking	C	251	0.0110061	0.0110061
Parking	C	252	0.0110061	0.0110061
Parking/Locker	C	253	0.0181882	0.0181882
Parking/Locker	C	254	0.0181882	0.0181882
Parking/Locker	C	255	0.0181882	0.0181882
Parking/Locker	C	256	0.0181882	0.0181882
Parking/Locker	C	257	0.0181882	0.0181882
Parking/Locker	C	258	0.0181882	0.0181882
Parking/Locker	C	259	0.0181882	0.0181882
Parking/Locker	C	260	0.0181882	0.0181882
Parking/Locker	C	261	0.0181882	0.0181882
Parking/Locker	C	262	0.0181882	0.0181882
Parking/Locker	C	263	0.0181882	0.0181882
Parking/Locker	C	264	0.0181882	0.0181882
Parking/Locker	C	265	0.0181882	0.0181882
Parking/Locker	C	266	0.0181882	0.0181882
Parking/Locker	C	267	0.0181882	0.0181882
Parking/Locker	C	268	0.0181882	0.0181882
Parking/Locker	C	269	0.0181882	0.0181882
Parking/Locker	C	270	0.0181882	0.0181882
Parking/Locker	C	271	0.0181882	0.0181882
Parking/Locker	C	272	0.0181882	0.0181882
Parking/Locker	C	273	0.0181882	0.0181882
Parking/Locker	C	274	0.0181882	0.0181882
Parking/Locker	C	275	0.0181882	0.0181882
Parking/Locker	C	276	0.0181882	0.0181882
Parking/Locker	C	277	0.0181882	0.0181882
Parking/Locker	C	278	0.0181882	0.0181882
Parking/Locker	C	279	0.0181882	0.0181882
Parking/Locker	C	280	0.0181882	0.0181882
Parking/Locker	C	281	0.0181882	0.0181882
Parking/Locker	C	282	0.0181882	0.0181882
Parking/Locker	C	283	0.0181882	0.0181882
Locker	C	284	0.0071602	0.0071602
Locker	C	285	0.0071602	0.0071602
Locker	C	286	0.0071602	0.0071602
Locker	C	287	0.0071602	0.0071602
Locker	C	288	0.0071602	0.0071602
Locker	C	289	0.0071602	0.0071602
Locker	C	290	0.0071602	0.0071602
Locker	C	291	0.0071602	0.0071602
Locker	C	292	0.0071602	0.0071602
Locker	C	293	0.0071602	0.0071602
Locker	C	294	0.0071602	0.0071602
Locker	C	295	0.0071602	0.0071602
Locker	C	296	0.0071602	0.0071602
Locker	C	297	0.0071602	0.0071602
Locker	C	298	0.0071602	0.0071602
Locker	C	299	0.0071602	0.0071602
Locker	C	300	0.0071602	0.0071602
Locker	C	301	0.0071602	0.0071602
Locker	C	302	0.0071602	0.0071602
Locker	C	303	0.0071602	0.0071602
Locker	C	304	0.0071602	0.0071602
Locker	C	305	0.0071602	0.0071602
Locker	C	306	0.0071602	0.0071602
Locker	C	307	0.0071602	0.0071602
Locker	C	308	0.0071602	0.0071602
Locker	C	309	0.0071602	0.0071602
Locker	C	310	0.0071602	0.0071602
Locker	C	311	0.0071602	0.0071602
Locker	C	312	0.0071602	0.0071602
Locker	C	313	0.0071602	0.0071602
Locker	C	314	0.0071602	0.0071602
Locker	C	315	0.0071602	0.0071602
Locker	C	316	0.0071602	0.0071602
Locker	C	317	0.0071602	0.0071602
Locker	C	318	0.0071602	0.0071602
Locker	C	319	0.0071602	0.0071602
Locker	C	320	0.0071602	0.0071602
Locker	C	321	0.0071602	0.0071602

BEVERLY HILLS CONDOMINIUM RESORT
(GREAT LAND (YONGE 16TH) INC.)

SCHEDULE D

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
Locker	C	322	0.0071602	0.0071602
Locker	C	323	0.0071602	0.0071602
Locker	C	324	0.0071602	0.0071602
Locker	C	325	0.0071602	0.0071602
Locker	C	326	0.0071602	0.0071602
Locker	C	327	0.0071602	0.0071602
Locker	C	328	0.0071602	0.0071602
Locker	C	329	0.0071602	0.0071602
Locker	C	330	0.0071602	0.0071602
Locker	C	331	0.0071602	0.0071602
Locker	C	332	0.0071602	0.0071602
Locker	C	333	0.0071602	0.0071602
Locker	C	334	0.0071602	0.0071602
Locker	C	335	0.0071602	0.0071602
Locker	C	336	0.0071602	0.0071602
Locker	C	337	0.0071602	0.0071602
Locker	C	338	0.0071602	0.0071602
Locker	C	339	0.0071602	0.0071602
Locker	C	340	0.0071602	0.0071602
Locker	C	341	0.0071602	0.0071602
Locker	C	342	0.0071602	0.0071602
Locker	C	343	0.0071602	0.0071602
Locker	C	344	0.0071602	0.0071602
Locker	C	345	0.0071602	0.0071602
Locker	C	346	0.0071602	0.0071602
Locker	C	347	0.0071602	0.0071602
Locker	C	348	0.0071602	0.0071602
Locker	C	349	0.0071602	0.0071602
Locker	C	350	0.0071602	0.0071602
Locker	C	351	0.0071602	0.0071602
Locker	C	352	0.0071602	0.0071602
Locker	C	353	0.0071602	0.0071602
Locker	C	354	0.0071602	0.0071602
Locker	C	355	0.0071602	0.0071602
Locker	C	356	0.0071602	0.0071602
Locker	C	357	0.0071602	0.0071602
Locker	C	358	0.0071602	0.0071602
Locker	C	359	0.0071602	0.0071602
Locker	C	360	0.0071602	0.0071602
Locker	C	361	0.0071602	0.0071602
Locker	C	362	0.0071602	0.0071602
Locker	C	363	0.0071602	0.0071602
Locker	C	364	0.0071602	0.0071602
Locker	C	365	0.0071602	0.0071602
Locker	C	366	0.0071602	0.0071602
Locker	C	367	0.0071602	0.0071602
Locker	C	368	0.0071602	0.0071602
Locker	C	369	0.0071602	0.0071602
Locker	C	370	0.0071602	0.0071602
Locker	C	371	0.0071602	0.0071602
Locker	C	372	0.0071602	0.0071602
Locker	C	373	0.0071602	0.0071602
Locker	C	374	0.0071602	0.0071602
Locker	C	375	0.0071602	0.0071602
Locker	C	376	0.0071602	0.0071602
Locker	C	377	0.0071602	0.0071602
Locker	C	378	0.0071602	0.0071602
Locker	C	379	0.0071602	0.0071602
Locker	C	380	0.0071602	0.0071602
Locker	C	381	0.0071602	0.0071602
Locker	C	382	0.0071602	0.0071602
Locker	C	383	0.0071602	0.0071602
Locker	C	384	0.0071602	0.0071602
Locker	C	385	0.0071602	0.0071602
Locker	C	386	0.0071602	0.0071602
Locker	C	387	0.0071602	0.0071602
Locker	C	388	0.0071602	0.0071602
Locker	C	389	0.0071602	0.0071602
Locker	C	390	0.0071602	0.0071602
Locker	C	391	0.0071602	0.0071602
Locker	C	392	0.0071602	0.0071602
Locker	C	393	0.0071602	0.0071602
Locker	C	394	0.0071602	0.0071602
Locker	C	395	0.0071602	0.0071602
Locker	C	396	0.0071602	0.0071602
Locker	C	397	0.0071602	0.0071602
Locker	C	398	0.0071602	0.0071602
Locker	C	399	0.0071602	0.0071602
Locker	C	400	0.0071602	0.0071602
Locker	C	401	0.0071602	0.0071602
Locker	C	402	0.0071602	0.0071602
Locker	C	403	0.0071602	0.0071602
Locker	C	404	0.0071602	0.0071602
Locker	C	405	0.0071602	0.0071602
Locker	C	406	0.0071602	0.0071602
Locker	C	407	0.0071602	0.0071602
Locker	C	408	0.0071602	0.0071602

BEVERLY HILLS CONDOMINIUM RESORT
(GREAT LAND (YONGE 16TH) INC.)

SCHEDULE D

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
Locker	C	409	0.0071602	0.0071602
Locker	C	410	0.0071602	0.0071602
Locker	C	411	0.0071602	0.0071602
Locker	C	412	0.0071602	0.0071602
Locker	C	413	0.0071602	0.0071602
Locker	C	414	0.0071602	0.0071602
Locker	C	415	0.0071602	0.0071602
Locker	C	416	0.0071602	0.0071602
Locker	C	417	0.0071602	0.0071602
Locker	C	418	0.0071602	0.0071602
Locker	C	419	0.0071602	0.0071602
Locker	C	420	0.0071602	0.0071602
Locker	C	421	0.0071602	0.0071602
Locker	C	422	0.0071602	0.0071602
Locker	C	423	0.0071602	0.0071602
Locker	C	424	0.0071602	0.0071602
Locker	C	425	0.0071602	0.0071602
Locker	C	426	0.0071602	0.0071602
Locker	C	427	0.0071602	0.0071602
Locker	C	428	0.0071602	0.0071602
Locker	C	429	0.0071602	0.0071602
Locker	C	430	0.0071602	0.0071602
Locker	C	431	0.0071602	0.0071602
Locker	C	432	0.0071602	0.0071602
Locker	C	433	0.0071602	0.0071602
Locker	C	434	0.0071602	0.0071602
Locker	C	435	0.0071602	0.0071602
Locker	C	436	0.0071602	0.0071602
Locker	C	437	0.0071602	0.0071602
Locker	C	438	0.0071602	0.0071602
Locker	C	439	0.0071602	0.0071602
Locker	C	440	0.0071602	0.0071602
Locker	C	441	0.0071602	0.0071602
Locker	C	442	0.0071602	0.0071602
Locker	C	443	0.0071602	0.0071602
Locker	C	444	0.0071602	0.0071602
Locker	C	445	0.0071602	0.0071602
Locker	C	446	0.0071602	0.0071602
Locker	C	447	0.0071602	0.0071602
Locker	C	448	0.0071602	0.0071602
Locker	C	449	0.0071602	0.0071602
Locker	C	450	0.0071602	0.0071602
Locker	C	451	0.0071602	0.0071602
Locker	C	452	0.0071602	0.0071602
Locker	C	453	0.0071602	0.0071602
Locker	C	454	0.0071602	0.0071602
Locker	C	455	0.0071602	0.0071602
Parking	D	1	0.0110061	0.0110061
Parking	D	2	0.0110061	0.0110061
Parking	D	3	0.0110061	0.0110061
Parking	D	4	0.0110061	0.0110061
Parking	D	5	0.0110061	0.0110061
Parking	D	6	0.0110061	0.0110061
Parking	D	7	0.0110061	0.0110061
Parking	D	8	0.0110061	0.0110061
Parking	D	9	0.0110061	0.0110061
Parking	D	10	0.0110061	0.0110061
Parking	D	11	0.0110061	0.0110061
Parking	D	12	0.0110061	0.0110061
Parking	D	13	0.0110061	0.0110061
Parking	D	14	0.0110061	0.0110061
Parking	D	15	0.0110061	0.0110061
Parking	D	16	0.0110061	0.0110061
Parking	D	17	0.0110061	0.0110061
Parking	D	18	0.0110061	0.0110061
Parking	D	19	0.0110061	0.0110061
Parking	D	20	0.0110061	0.0110061
Parking/Locker	D	21	0.0181882	0.0181882
Parking	D	22	0.0110061	0.0110061
Parking	D	23	0.0110061	0.0110061
Parking	D	24	0.0110061	0.0110061
Parking	D	25	0.0110061	0.0110061
Parking	D	26	0.0110061	0.0110061
Parking	D	27	0.0110061	0.0110061
Parking	D	28	0.0110061	0.0110061
Parking	D	29	0.0110061	0.0110061
Parking	D	30	0.0110061	0.0110061
Parking	D	31	0.0110061	0.0110061
Parking	D	32	0.0110061	0.0110061
Parking	D	33	0.0110061	0.0110061
Parking	D	34	0.0110061	0.0110061
Parking	D	35	0.0110061	0.0110061
Parking	D	36	0.0110061	0.0110061
Parking	D	37	0.0110061	0.0110061
Parking	D	38	0.0110061	0.0110061
Parking	D	39	0.0110061	0.0110061

BEVERLY HILLS CONDOMINIUM RESORT
(GREAT LAND (YONGE 16TH) INC.)

SCHEDULE D

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
Parking	D	40	0.0110061	0.0110061
Parking	D	41	0.0110061	0.0110061
Parking	D	42	0.0110061	0.0110061
Parking	D	43	0.0110061	0.0110061
Parking	D	44	0.0110061	0.0110061
Parking	D	45	0.0110061	0.0110061
Parking	D	46	0.0110061	0.0110061
Parking	D	47	0.0110061	0.0110061
Parking	D	48	0.0110061	0.0110061
Parking	D	49	0.0110061	0.0110061
Parking	D	50	0.0110061	0.0110061
Parking	D	51	0.0110061	0.0110061
Parking	D	52	0.0110061	0.0110061
Parking	D	53	0.0110061	0.0110061
Parking	D	54	0.0110061	0.0110061
Parking	D	55	0.0110061	0.0110061
Parking	D	56	0.0110061	0.0110061
Parking	D	57	0.0110061	0.0110061
Parking	D	58	0.0110061	0.0110061
Parking	D	59	0.0110061	0.0110061
Parking	D	60	0.0110061	0.0110061
Parking	D	61	0.0110061	0.0110061
Parking	D	62	0.0110061	0.0110061
Parking	D	63	0.0110061	0.0110061
Parking	D	64	0.0110061	0.0110061
Parking	D	65	0.0110061	0.0110061
Parking	D	66	0.0110061	0.0110061
Parking	D	67	0.0110061	0.0110061
Parking	D	68	0.0110061	0.0110061
Parking	D	69	0.0110061	0.0110061
Parking	D	70	0.0110061	0.0110061
Parking	D	71	0.0110061	0.0110061
Parking	D	72	0.0110061	0.0110061
Parking	D	73	0.0110061	0.0110061
Parking	D	74	0.0110061	0.0110061
Parking	D	75	0.0110061	0.0110061
Parking	D	76	0.0110061	0.0110061
Parking	D	77	0.0110061	0.0110061
Parking	D	78	0.0110061	0.0110061
Parking	D	79	0.0110061	0.0110061
Parking	D	80	0.0110061	0.0110061
Parking/Locker	D	81	0.0181882	0.0181882
Parking/Locker	D	82	0.0181882	0.0181882
Parking	D	83	0.0110061	0.0110061
Parking	D	84	0.0110061	0.0110061
Parking	D	85	0.0110061	0.0110061
Parking	D	86	0.0110061	0.0110061
Parking	D	87	0.0110061	0.0110061
Parking	D	88	0.0110061	0.0110061
Parking	D	89	0.0110061	0.0110061
Parking	D	90	0.0110061	0.0110061
Parking	D	91	0.0110061	0.0110061
Parking	D	92	0.0110061	0.0110061
Parking	D	93	0.0110061	0.0110061
Parking	D	94	0.0110061	0.0110061
Parking	D	95	0.0110061	0.0110061
Parking	D	96	0.0110061	0.0110061
Parking	D	97	0.0110061	0.0110061
Parking	D	98	0.0110061	0.0110061
Parking	D	99	0.0110061	0.0110061
Parking	D	100	0.0110061	0.0110061
Parking	D	101	0.0110061	0.0110061
Parking	D	102	0.0110061	0.0110061
Parking	D	103	0.0110061	0.0110061
Parking	D	104	0.0110061	0.0110061
Parking	D	105	0.0110061	0.0110061
Parking	D	106	0.0110061	0.0110061
Parking	D	107	0.0110061	0.0110061
Parking	D	108	0.0110061	0.0110061
Parking	D	109	0.0110061	0.0110061
Parking	D	110	0.0110061	0.0110061
Parking	D	111	0.0110061	0.0110061
Parking	D	112	0.0110061	0.0110061
Parking	D	113	0.0110061	0.0110061
Parking	D	114	0.0110061	0.0110061
Parking	D	115	0.0110061	0.0110061
Parking	D	116	0.0110061	0.0110061
Parking	D	117	0.0110061	0.0110061
Parking	D	118	0.0110061	0.0110061
Parking	D	119	0.0110061	0.0110061
Parking	D	120	0.0110061	0.0110061
Parking	D	121	0.0110061	0.0110061
Parking	D	122	0.0110061	0.0110061
Parking	D	123	0.0110061	0.0110061
Parking	D	124	0.0110061	0.0110061
Parking	D	125	0.0110061	0.0110061
Parking	D	126	0.0110061	0.0110061

BEVERLY HILLS CONDOMINIUM RESORT
(GREAT LAND (YONGE 16TH) INC.)

SCHEDULE D

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
Parking	D	127	0.0110061	0.0110061
Parking	D	128	0.0110061	0.0110061
Parking	D	129	0.0110061	0.0110061
Parking	D	130	0.0110061	0.0110061
Parking	D	131	0.0110061	0.0110061
Parking/Locker	D	132	0.0181882	0.0181882
Parking/Locker	D	133	0.0181882	0.0181882
Parking	D	134	0.0110061	0.0110061
Parking	D	135	0.0110061	0.0110061
Parking/Locker	D	136	0.0181882	0.0181882
Parking/Locker	D	137	0.0181882	0.0181882
Parking/Locker	D	138	0.0181882	0.0181882
Parking	D	139	0.0110061	0.0110061
Parking	D	140	0.0110061	0.0110061
Parking	D	141	0.0110061	0.0110061
Parking	D	142	0.0110061	0.0110061
Parking	D	143	0.0110061	0.0110061
Parking	D	144	0.0110061	0.0110061
Parking	D	145	0.0110061	0.0110061
Parking	D	146	0.0110061	0.0110061
Parking	D	147	0.0110061	0.0110061
Parking	D	148	0.0110061	0.0110061
Parking	D	149	0.0110061	0.0110061
Parking	D	150	0.0110061	0.0110061
Parking	D	151	0.0110061	0.0110061
Parking	D	152	0.0110061	0.0110061
Parking	D	153	0.0110061	0.0110061
Parking/Locker	D	154	0.0181882	0.0181882
Parking/Locker	D	155	0.0181882	0.0181882
Parking/Locker	D	156	0.0181882	0.0181882
Parking	D	157	0.0110061	0.0110061
Parking	D	158	0.0110061	0.0110061
Parking	D	159	0.0110061	0.0110061
Parking	D	160	0.0110061	0.0110061
Parking	D	161	0.0110061	0.0110061
Parking	D	162	0.0110061	0.0110061
Parking	D	163	0.0110061	0.0110061
Parking	D	164	0.0110061	0.0110061
Parking	D	165	0.0110061	0.0110061
Parking	D	166	0.0110061	0.0110061
Parking	D	167	0.0110061	0.0110061
Parking	D	168	0.0110061	0.0110061
Parking	D	169	0.0110061	0.0110061
Parking	D	170	0.0110061	0.0110061
Parking	D	171	0.0110061	0.0110061
Parking/Locker	D	172	0.0181882	0.0181882
Parking	D	173	0.0110061	0.0110061
Parking	D	174	0.0110061	0.0110061
Parking	D	175	0.0110061	0.0110061
Parking	D	176	0.0110061	0.0110061
Parking	D	177	0.0110061	0.0110061
Parking	D	178	0.0110061	0.0110061
Parking	D	179	0.0110061	0.0110061
Parking	D	180	0.0110061	0.0110061
Parking	D	181	0.0110061	0.0110061
Parking	D	182	0.0110061	0.0110061
Parking	D	183	0.0110061	0.0110061
Parking	D	184	0.0110061	0.0110061
Parking	D	185	0.0110061	0.0110061
Parking	D	186	0.0110061	0.0110061
Parking	D	187	0.0110061	0.0110061
Parking	D	188	0.0110061	0.0110061
Parking	D	189	0.0110061	0.0110061
Parking	D	190	0.0110061	0.0110061
Parking	D	191	0.0110061	0.0110061
Parking	D	192	0.0110061	0.0110061
Parking	D	193	0.0110061	0.0110061
Parking	D	194	0.0110061	0.0110061
Parking	D	195	0.0110061	0.0110061
Parking	D	196	0.0110061	0.0110061
Parking	D	197	0.0110061	0.0110061
Parking/Locker	D	198	0.0181882	0.0181882
Parking/Locker	D	199	0.0181882	0.0181882
Parking/Locker	D	200	0.0181882	0.0181882
Parking/Locker	D	201	0.0181882	0.0181882
Parking/Locker	D	202	0.0181882	0.0181882
Parking/Locker	D	203	0.0181882	0.0181882
Parking/Locker	D	204	0.0181882	0.0181882
Parking/Locker	D	205	0.0181882	0.0181882
Parking/Locker	D	206	0.0181882	0.0181882
Parking	D	207	0.0110061	0.0110061
Parking/Locker	D	208	0.0181882	0.0181882
Parking/Locker	D	209	0.0181882	0.0181882
Parking/Locker	D	210	0.0181882	0.0181882
Parking/Locker	D	211	0.0181882	0.0181882
Parking/Locker	D	212	0.0181882	0.0181882
Parking/Locker	D	213	0.0181882	0.0181882

BEVERLY HILLS CONDOMINIUM RESORT
(GREAT LAND (YONGE 16TH) INC.)

SCHEDULE D

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
Parking/Locker	D	214	0.0181882	0.0181882
Parking/Locker	D	215	0.0181882	0.0181882
Parking	D	216	0.0110061	0.0110061
Parking	D	217	0.0110061	0.0110061
Parking	D	218	0.0110061	0.0110061
Parking	D	219	0.0110061	0.0110061
Parking	D	220	0.0110061	0.0110061
Parking	D	221	0.0110061	0.0110061
Parking	D	222	0.0110061	0.0110061
Parking	D	223	0.0110061	0.0110061
Parking	D	224	0.0110061	0.0110061
Parking	D	225	0.0110061	0.0110061
Parking	D	226	0.0110061	0.0110061
Parking	D	227	0.0110061	0.0110061
Parking	D	228	0.0110061	0.0110061
Parking	D	229	0.0110061	0.0110061
Parking	D	230	0.0110061	0.0110061
Parking/Locker	D	231	0.0181882	0.0181882
Parking/Locker	D	232	0.0181882	0.0181882
Parking/Locker	D	233	0.0181882	0.0181882
Parking/Locker	D	234	0.0181882	0.0181882
Parking/Locker	D	235	0.0181882	0.0181882
Parking/Locker	D	236	0.0181882	0.0181882
Parking/Locker	D	237	0.0181882	0.0181882
Parking/Locker	D	238	0.0181882	0.0181882
Parking/Locker	D	239	0.0181882	0.0181882
Parking/Locker	D	240	0.0181882	0.0181882
Parking/Locker	D	241	0.0181882	0.0181882
Parking/Locker	D	242	0.0181882	0.0181882
Parking/Locker	D	243	0.0181882	0.0181882
Parking/Locker	D	244	0.0181882	0.0181882
Parking/Locker	D	245	0.0181882	0.0181882
Parking/Locker	D	246	0.0181882	0.0181882
Parking/Locker	D	247	0.0181882	0.0181882
Parking/Locker	D	248	0.0181882	0.0181882
Parking/Locker	D	249	0.0181882	0.0181882
Parking	D	250	0.0110061	0.0110061
Parking	D	251	0.0110061	0.0110061
Parking	D	252	0.0110061	0.0110061
Parking	D	253	0.0110061	0.0110061
Parking	D	254	0.0110061	0.0110061
Parking	D	255	0.0110061	0.0110061
Parking/Locker	D	256	0.0181882	0.0181882
Parking/Locker	D	257	0.0181882	0.0181882
Parking/Locker	D	258	0.0181882	0.0181882
Parking/Locker	D	259	0.0181882	0.0181882
Parking/Locker	D	260	0.0181882	0.0181882
Parking/Locker	D	261	0.0181882	0.0181882
Parking/Locker	D	262	0.0181882	0.0181882
Parking/Locker	D	263	0.0181882	0.0181882
Parking/Locker	D	264	0.0181882	0.0181882
Parking/Locker	D	265	0.0181882	0.0181882
Parking/Locker	D	266	0.0181882	0.0181882
Parking/Locker	D	267	0.0181882	0.0181882
Parking/Locker	D	268	0.0181882	0.0181882
Parking/Locker	D	269	0.0181882	0.0181882
Parking/Locker	D	270	0.0181882	0.0181882
Parking/Locker	D	271	0.0181882	0.0181882
Parking/Locker	D	272	0.0181882	0.0181882
Parking/Locker	D	273	0.0181882	0.0181882
Parking/Locker	D	274	0.0181882	0.0181882
Parking/Locker	D	275	0.0181882	0.0181882
Parking/Locker	D	276	0.0181882	0.0181882
Parking/Locker	D	277	0.0181882	0.0181882
Parking/Locker	D	278	0.0181882	0.0181882
Parking/Locker	D	279	0.0181882	0.0181882
Parking/Locker	D	280	0.0181882	0.0181882
Parking/Locker	D	281	0.0181882	0.0181882
Parking/Locker	D	282	0.0181882	0.0181882
Parking/Locker	D	283	0.0181882	0.0181882
Parking/Locker	D	284	0.0181882	0.0181882
Parking/Locker	D	285	0.0181882	0.0181882
Parking/Locker	D	286	0.0181882	0.0181882
Locker	D	287	0.0071602	0.0071602
Locker	D	288	0.0071602	0.0071602
Locker	D	289	0.0071602	0.0071602
Locker	D	290	0.0071602	0.0071602
Locker	D	291	0.0071602	0.0071602
Locker	D	292	0.0071602	0.0071602
Locker	D	293	0.0071602	0.0071602
Locker	D	294	0.0071602	0.0071602
Locker	D	295	0.0071602	0.0071602
Locker	D	296	0.0071602	0.0071602
Locker	D	297	0.0071602	0.0071602
Locker	D	298	0.0071602	0.0071602
Locker	D	299	0.0071602	0.0071602
Locker	D	300	0.0071602	0.0071602

BEVERLY HILLS CONDOMINIUM RESORT
(GREAT LAND (YONGE 16TH) INC.)

SCHEDULE D

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
Locker	D	301	0.0071602	0.0071602
Locker	D	302	0.0071602	0.0071602
Locker	D	303	0.0071602	0.0071602
Locker	D	304	0.0071602	0.0071602
Locker	D	305	0.0071602	0.0071602
Locker	D	306	0.0071602	0.0071602
Locker	D	307	0.0071602	0.0071602
Locker	D	308	0.0071602	0.0071602
Locker	D	309	0.0071602	0.0071602
Locker	D	310	0.0071602	0.0071602
Locker	D	311	0.0071602	0.0071602
Locker	D	312	0.0071602	0.0071602
Locker	D	313	0.0071602	0.0071602
Locker	D	314	0.0071602	0.0071602
Locker	D	315	0.0071602	0.0071602
Locker	D	316	0.0071602	0.0071602
Locker	D	317	0.0071602	0.0071602
Locker	D	318	0.0071602	0.0071602
Locker	D	319	0.0071602	0.0071602
Locker	D	320	0.0071602	0.0071602
Locker	D	321	0.0071602	0.0071602
Locker	D	322	0.0071602	0.0071602
Locker	D	323	0.0071602	0.0071602
Locker	D	324	0.0071602	0.0071602
Locker	D	325	0.0071602	0.0071602
Locker	D	326	0.0071602	0.0071602
Locker	D	327	0.0071602	0.0071602
Locker	D	328	0.0071602	0.0071602
Locker	D	329	0.0071602	0.0071602
Locker	D	330	0.0071602	0.0071602
Locker	D	331	0.0071602	0.0071602
Locker	D	332	0.0071602	0.0071602
Locker	D	333	0.0071602	0.0071602
Locker	D	334	0.0071602	0.0071602
Locker	D	335	0.0071602	0.0071602
Locker	D	336	0.0071602	0.0071602
Locker	D	337	0.0071602	0.0071602
Locker	D	338	0.0071602	0.0071602
Locker	D	339	0.0071602	0.0071602
Locker	D	340	0.0071602	0.0071602
Locker	D	341	0.0071602	0.0071602
Locker	D	342	0.0071602	0.0071602
Locker	D	343	0.0071602	0.0071602
Locker	D	344	0.0071602	0.0071602
Locker	D	345	0.0071602	0.0071602
Locker	D	346	0.0071602	0.0071602
Locker	D	347	0.0071602	0.0071602
Locker	D	348	0.0071602	0.0071602
Locker	D	349	0.0071602	0.0071602
Locker	D	350	0.0071602	0.0071602
Locker	D	351	0.0071602	0.0071602
Locker	D	352	0.0071602	0.0071602
Locker	D	353	0.0071602	0.0071602
Locker	D	354	0.0071602	0.0071602
Locker	D	355	0.0071602	0.0071602
Locker	D	356	0.0071602	0.0071602
Locker	D	357	0.0071602	0.0071602
Locker	D	358	0.0071602	0.0071602
Locker	D	359	0.0071602	0.0071602
Locker	D	360	0.0071602	0.0071602
Locker	D	361	0.0071602	0.0071602
Locker	D	362	0.0071602	0.0071602
Locker	D	363	0.0071602	0.0071602
Locker	D	364	0.0071602	0.0071602
Locker	D	365	0.0071602	0.0071602
Locker	D	366	0.0071602	0.0071602
Locker	D	367	0.0071602	0.0071602
Locker	D	368	0.0071602	0.0071602
Locker	D	369	0.0071602	0.0071602
Locker	D	370	0.0071602	0.0071602
Locker	D	371	0.0071602	0.0071602
Locker	D	372	0.0071602	0.0071602
Locker	D	373	0.0071602	0.0071602
Locker	D	374	0.0071602	0.0071602
Locker	D	375	0.0071602	0.0071602
Locker	D	376	0.0071602	0.0071602
Locker	D	377	0.0071602	0.0071602
Locker	D	378	0.0071602	0.0071602
Locker	D	379	0.0071602	0.0071602
Locker	D	380	0.0071602	0.0071602
Locker	D	381	0.0071602	0.0071602
Locker	D	382	0.0071602	0.0071602
Locker	D	383	0.0071602	0.0071602
Locker	D	384	0.0071602	0.0071602
Locker	D	385	0.0071602	0.0071602
Locker	D	386	0.0071602	0.0071602
Locker	D	387	0.0071602	0.0071602

BEVERLY HILLS CONDOMINIUM RESORT
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SCHEDULE D

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
Locker	D	388	0.0071602	0.0071602
Locker	D	389	0.0071602	0.0071602
Locker	D	390	0.0071602	0.0071602
Locker	D	391	0.0071602	0.0071602
Locker	D	392	0.0071602	0.0071602
Locker	D	393	0.0071602	0.0071602
Locker	D	394	0.0071602	0.0071602
Locker	D	395	0.0071602	0.0071602
Locker	D	396	0.0071602	0.0071602
Locker	D	397	0.0071602	0.0071602
Locker	D	398	0.0071602	0.0071602
Locker	D	399	0.0071602	0.0071602
Locker	D	400	0.0071602	0.0071602
Locker	D	401	0.0071602	0.0071602
Locker	D	402	0.0071602	0.0071602
Locker	D	403	0.0071602	0.0071602
Locker	D	404	0.0071602	0.0071602
Locker	D	405	0.0071602	0.0071602
Locker	D	406	0.0071602	0.0071602
Locker	D	407	0.0071602	0.0071602
Locker	D	408	0.0071602	0.0071602
Locker	D	409	0.0071602	0.0071602
Locker	D	410	0.0071602	0.0071602
Locker	D	411	0.0071602	0.0071602
Locker	D	412	0.0071602	0.0071602
Locker	D	413	0.0071602	0.0071602
Locker	D	414	0.0071602	0.0071602
Locker	D	415	0.0071602	0.0071602
Locker	D	416	0.0071602	0.0071602
Locker	D	417	0.0071602	0.0071602
Locker	D	418	0.0071602	0.0071602
Locker	D	419	0.0071602	0.0071602
Locker	D	420	0.0071602	0.0071602
Locker	D	421	0.0071602	0.0071602
Locker	D	422	0.0071602	0.0071602
Locker	D	423	0.0071602	0.0071602
Locker	D	424	0.0071602	0.0071602
Locker	D	425	0.0071602	0.0071602
Locker	D	426	0.0071602	0.0071602
Locker	D	427	0.0071602	0.0071602
Locker	D	428	0.0071602	0.0071602
Locker	D	429	0.0071602	0.0071602
Locker	D	430	0.0071602	0.0071602
Locker	D	431	0.0071602	0.0071602
Locker	D	432	0.0071602	0.0071602
Locker	D	433	0.0071602	0.0071602
Locker	D	434	0.0071602	0.0071602
Locker	D	435	0.0071602	0.0071602
Locker	D	436	0.0071602	0.0071602
Locker	D	437	0.0071602	0.0071602
Locker	D	438	0.0071602	0.0071602
Locker	D	439	0.0071602	0.0071602
Locker	D	440	0.0071602	0.0071602
Locker	D	441	0.0071602	0.0071602
Locker	D	442	0.0071602	0.0071602
Locker	D	443	0.0071602	0.0071602
Locker	D	444	0.0071602	0.0071602
Locker	D	445	0.0071602	0.0071602
Locker	D	446	0.0071602	0.0071602
Locker	D	447	0.0071602	0.0071602
Locker	D	448	0.0071602	0.0071602
Locker	D	449	0.0071602	0.0071602
Locker	D	450	0.0071602	0.0071602
Locker	D	451	0.0071602	0.0071602
Locker	D	452	0.0071602	0.0071602
Locker	D	453	0.0071602	0.0071602
Locker	D	454	0.0071602	0.0071602
Locker	D	455	0.0071602	0.0071602
Locker	D	456	0.0071602	0.0071602
Locker	D	457	0.0071602	0.0071602
Locker	D	458	0.0071602	0.0071602
Locker	D	459	0.0071602	0.0071602
Locker	D	460	0.0071602	0.0071602
Locker	D	461	0.0071602	0.0071602
Locker	D	462	0.0071602	0.0071602
Locker	D	463	0.0071602	0.0071602
Locker	D	464	0.0071602	0.0071602
NW101	1	1	0.1328030	0.1328030
NW102	1	2	0.1401467	0.1401467
NW103	1	3	0.1702922	0.1702922
NE101	1	4	0.1242261	0.1242261
NE102	1	5	0.1085941	0.1085941
NE103	1	6	0.0991872	0.0991872
SW101	1	7	0.0724883	0.0724883
SW102	1	8	0.1139892	0.1139892
SW103	1	9	0.0994639	0.0994639

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SCHEDULE D

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
SW104	1	10	0.1640670	0.1640670
SW105	1	11	0.1197994	0.1197994
SW106	1	12	0.1278229	0.1278229
SE101	1	13	0.1369531	0.1369531
SE102	1	14	0.1734739	0.1734739
SE103	1	15	0.1607470	0.1607470
SE104	1	16	0.1607470	0.1607470
SE105	1	17	0.0708283	0.0708283
Guest Suite	1	18	0.0000010	0.0000000
Guest Suite	1	19	0.0000010	0.0000000
Community Centre	1	20	0.0000010	0.0000000
Loading Bay	1	21	0.0000010	0.0000000
Loading Bay	1	22	0.0000010	0.0000000
C.A.C.F.	1	23	0.0000010	0.0000000
C.A.C.F	1	24	0.0000010	0.0000000
Mail Room	1	25	0.0000010	0.0000000
Mail Room	1	26	0.0000010	0.0000000
Transformer	1	27	0.0000010	0.0000000
Gas Meter Station	1	28	0.0000010	0.0000000
NW-201	2	1	0.1189693	0.1189693
NW-202	2	2	0.0841086	0.0841086
NW-203	2	3	0.0872903	0.0872903
NW-204	2	4	0.0827252	0.0827252
NE-214	2	5	0.0839702	0.0839702
NE-215	2	6	0.0980805	0.0980805
NE-216	2	7	0.0874286	0.0874286
NE-201	2	8	0.1383364	0.1383364
NE-202	2	9	0.0872903	0.0872903
NE-203	2	10	0.1085941	0.1085941
NE-204	2	11	0.1020923	0.1020923
NE-205	2	12	0.0964205	0.0964205
NE-206	2	13	0.1178627	0.1178627
NE-207	2	14	0.0865986	0.0865986
NE-208	2	15	0.1196610	0.1196610
NE-209	2	16	0.0901954	0.0901954
NE-210	2	17	0.1142659	0.1142659
NE-211	2	18	0.1142659	0.1142659
NE-212	2	19	0.1051357	0.1051357
NE-213	2	20	0.1209061	0.1209061
NW-205	2	21	0.1220127	0.1220127
NW-206	2	22	0.1141276	0.1141276
NW-207	2	23	0.1015390	0.1015390
NW-208	2	24	0.1142659	0.1142659
NW-209	2	25	0.1142659	0.1142659
NW-210	2	26	0.1033373	0.1033373
NW-211	2	27	0.1264395	0.1264395
NW-212	2	28	0.0827252	0.0827252
NW-213	2	29	0.1296213	0.1296213
NW-214	2	30	0.0958672	0.0958672
NW-215	2	31	0.0000010	0.0000000
NW-216	2	32	0.0000010	0.0000000
NW-217	2	33	0.0925471	0.0925471
NW-218	2	34	0.1207677	0.1207677
SW201	2	35	0.1289296	0.1289296
SW202	2	36	0.0901954	0.0901954
SW203	2	37	0.0913021	0.0913021
SW204	2	38	0.1232578	0.1232578
SW205	2	39	0.1193844	0.1193844
SW206	2	40	0.0936538	0.0936538
SW207	2	41	0.0914404	0.0914404
SW208	2	42	0.0921321	0.0921321
SW209	2	43	0.0892270	0.0892270
SW210	2	44	0.1210444	0.1210444
SW211	2	45	0.0782984	0.0782984
SW212	2	46	0.1142659	0.1142659
SW213	2	47	0.1142659	0.1142659
SW214	2	48	0.1015390	0.1015390
SW215	2	49	0.1141276	0.1141276
SW216	2	50	0.1220127	0.1220127
SE203	2	51	0.1209061	0.1209061
SE204	2	52	0.1051357	0.1051357
SE205	2	53	0.1142659	0.1142659
SE206	2	54	0.1142659	0.1142659
SE207	2	55	0.0836936	0.0836936
SE208	2	56	0.0936538	0.0936538
SE209	2	57	0.0712433	0.0712433
SE210	2	58	0.0846619	0.0846619
SE211	2	59	0.1016773	0.1016773
SE212	2	60	0.1149576	0.1149576
SE213	2	61	0.0966972	0.0966972
SE214	2	62	0.1242261	0.1242261
SE215	2	63	0.0763617	0.0763617
SE216	2	64	0.0000010	0.0000000
SE217	2	65	0.0929621	0.0929621
SE218	2	66	0.1138509	0.1138509
SE219	2	67	0.1408265	0.1408265

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SCHEDULE D

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
SE201	2	68	0.1012623	0.1012623
SE202	2	69	0.0839702	0.0839702
SW217	2	70	0.0827252	0.0827252
SW218	2	71	0.0872903	0.0872903
SW219	2	72	0.0787134	0.0787134
SW220	2	73	0.0814802	0.0814802
SW221	2	74	0.0766384	0.0766384
NW-301	3	1	0.1189693	0.1189693
NW-302	3	2	0.0841086	0.0841086
NW-303	3	3	0.0872903	0.0872903
NW-304	3	4	0.0827252	0.0827252
NE-316	3	5	0.0839702	0.0839702
NE-317	3	6	0.0828635	0.0828635
NE-318	3	7	0.0828635	0.0828635
NE-319	3	8	0.0711049	0.0711049
NE-301	3	9	0.1383364	0.1383364
NE-302	3	10	0.0872903	0.0872903
NE-303	3	11	0.1085941	0.1085941
NE-304	3	12	0.1020923	0.1020923
NE-305	3	13	0.0964205	0.0964205
NE-306	3	14	0.1178627	0.1178627
NE-307	3	15	0.0865986	0.0865986
NE-308	3	16	0.1196610	0.1196610
NE-309	3	17	0.0918554	0.0918554
NE-310	3	18	0.1160643	0.1160643
NE-311	3	19	0.1160643	0.1160643
NE-312	3	20	0.1029223	0.1029223
NE-313	3	21	0.1152343	0.1152343
NE-314	3	22	0.1160643	0.1160643
NE-315	3	23	0.1049974	0.1049974
NW-305	3	24	0.1067957	0.1067957
NW-306	3	25	0.1184160	0.1184160
NW-307	3	26	0.1141276	0.1141276
NW-308	3	27	0.1015390	0.1015390
NW-309	3	28	0.1160643	0.1160643
NW-310	3	29	0.1160643	0.1160643
NW-311	3	30	0.1051357	0.1051357
NW-312	3	31	0.1257478	0.1257478
NW-313	3	32	0.0827252	0.0827252
NW-314	3	33	0.1297596	0.1297596
NW-315	3	34	0.0958672	0.0958672
NW-316	3	35	0.0838319	0.0838319
NW-317	3	36	0.0874286	0.0874286
NW-318	3	37	0.0925471	0.0925471
NW-319	3	38	0.1207677	0.1207677
SW301	3	39	0.1289296	0.1289296
SW302	3	40	0.0000010	0.0000000
SW303	3	41	0.1221511	0.1221511
SW304	3	42	0.0961438	0.0961438
SW305	3	43	0.1031990	0.1031990
SW306	3	44	0.1000173	0.1000173
SW307	3	45	0.0922704	0.0922704
SW308	3	46	0.0889503	0.0889503
SW309	3	47	0.1207677	0.1207677
SW310	3	48	0.0800968	0.0800968
SW311	3	49	0.1160643	0.1160643
SW312	3	50	0.1160643	0.1160643
SW313	3	51	0.1015390	0.1015390
SW314	3	52	0.1141276	0.1141276
SW315	3	53	0.1184160	0.1184160
SW316	3	54	0.1067957	0.1067957
SE304	3	55	0.1056890	0.1056890
SE305	3	56	0.1160643	0.1160643
SE306	3	57	0.1149576	0.1149576
SE307	3	58	0.1029223	0.1029223
SE308	3	59	0.1160643	0.1160643
SE309	3	60	0.1160643	0.1160643
SE310	3	61	0.0854919	0.0854919
SE311	3	62	0.0936538	0.0936538
SE312	3	63	0.0709666	0.0709666
SE313	3	64	0.0846619	0.0846619
SE314	3	65	0.1016773	0.1016773
SE315	3	66	0.1149576	0.1149576
SE316	3	67	0.1070724	0.1070724
SE317	3	68	0.0975272	0.0975272
SE318	3	69	0.0875670	0.0875670
SE319	3	70	0.0702749	0.0702749
SE320	3	71	0.1138509	0.1138509
SE321	3	72	0.1330797	0.1330797
SE301	3	73	0.0766384	0.0766384
SE302	3	74	0.0828635	0.0828635
SE303	3	75	0.0839702	0.0839702
SW317	3	76	0.0827252	0.0827252
SW318	3	77	0.0872903	0.0872903
SW319	3	78	0.0787134	0.0787134
SW320	3	79	0.0814802	0.0814802

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Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
SW321	3	80	0.0766384	0.0766384
NW-401	4	1	0.1189693	0.1189693
NW-402	4	2	0.0841086	0.0841086
NW-403	4	3	0.0872903	0.0872903
NW-404	4	4	0.0827252	0.0827252
NE-416	4	5	0.0839702	0.0839702
NE-417	4	6	0.0828635	0.0828635
NE-418	4	7	0.0828635	0.0828635
NE-419	4	8	0.0711049	0.0711049
NE-401	4	9	0.1383364	0.1383364
NE-402	4	10	0.0872903	0.0872903
NE-403	4	11	0.1085941	0.1085941
NE-404	4	12	0.1020923	0.1020923
NE-405	4	13	0.0964205	0.0964205
NE-406	4	14	0.1178627	0.1178627
NE-407	4	15	0.0865986	0.0865986
NE-408	4	16	0.1196610	0.1196610
NE-409	4	17	0.0918554	0.0918554
NE-410	4	18	0.1160643	0.1160643
NE-411	4	19	0.1160643	0.1160643
NE-412	4	20	0.1029223	0.1029223
NE-413	4	21	0.1138509	0.1138509
NE-414	4	22	0.1174476	0.1174476
NE-415	4	23	0.1049974	0.1049974
NW-405	4	24	0.1067957	0.1067957
NW-406	4	25	0.1184160	0.1184160
NW-407	4	26	0.1141276	0.1141276
NW-408	4	27	0.1015390	0.1015390
NW-409	4	28	0.1160643	0.1160643
NW-410	4	29	0.1160643	0.1160643
NW-411	4	30	0.1051357	0.1051357
NW-412	4	31	0.1257478	0.1257478
NW-413	4	32	0.0827252	0.0827252
NW-414	4	33	0.1297596	0.1297596
NW-415	4	34	0.0958672	0.0958672
NW-416	4	35	0.0838319	0.0838319
NW-417	4	36	0.0874286	0.0874286
NW-418	4	37	0.0925471	0.0925471
NW-419	4	38	0.1207677	0.1207677
SW401	4	39	0.1289296	0.1289296
SW402	4	40	0.0901954	0.0901954
SW403	4	41	0.0792668	0.0792668
SW404	4	42	0.0695832	0.0695832
SW405	4	43	0.0760850	0.0760850
SW406	4	44	0.0946221	0.0946221
SW407	4	45	0.0922704	0.0922704
SW408	4	46	0.0889503	0.0889503
SW409	4	47	0.1207677	0.1207677
SW410	4	48	0.0800968	0.0800968
SW411	4	49	0.1160643	0.1160643
SW412	4	50	0.1160643	0.1160643
SW413	4	51	0.1015390	0.1015390
SW414	4	52	0.1141276	0.1141276
SW415	4	53	0.1184160	0.1184160
SW416	4	54	0.1067957	0.1067957
SE404	4	55	0.1054124	0.1054124
SE405	4	56	0.1174476	0.1174476
SE406	4	57	0.1138509	0.1138509
SE407	4	58	0.1029223	0.1029223
SE408	4	59	0.1160643	0.1160643
SE409	4	60	0.1160643	0.1160643
SE410	4	61	0.0854919	0.0854919
SE411	4	62	0.0936538	0.0936538
SE412	4	63	0.0709666	0.0709666
SE413	4	64	0.0846619	0.0846619
SE414	4	65	0.1016773	0.1016773
SE415	4	66	0.1149576	0.1149576
SE416	4	67	0.0939304	0.0939304
SE417	4	68	0.0666782	0.0666782
SE418	4	69	0.1047207	0.1047207
SE419	4	70	0.0990489	0.0990489
SE420	4	71	0.1330797	0.1330797
SE401	4	72	0.0766384	0.0766384
SE402	4	73	0.0828635	0.0828635
SE403	4	74	0.0839702	0.0839702
SW417	4	75	0.0827252	0.0827252
SW418	4	76	0.0872903	0.0872903
SW419	4	77	0.0787134	0.0787134
SW420	4	78	0.0814802	0.0814802
SW421	4	79	0.0766384	0.0766384
NW-501	5	1	0.1189693	0.1189693
NW-502	5	2	0.0841086	0.0841086
NW-503	5	3	0.0872903	0.0872903
NW-504	5	4	0.0827252	0.0827252
NE-516	5	5	0.0839702	0.0839702

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Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
NE-517	5	6	0.0828635	0.0828635
NE-518	5	7	0.0828635	0.0828635
NE-519	5	8	0.0711049	0.0711049
NE-501	5	9	0.1383364	0.1383364
NE-502	5	10	0.0872903	0.0872903
NE-503	5	11	0.1085941	0.1085941
NE-504	5	12	0.1020923	0.1020923
NE-505	5	13	0.0964205	0.0964205
NE-506	5	14	0.1178627	0.1178627
NE-507	5	15	0.0865986	0.0865986
NE-508	5	16	0.1196610	0.1196610
NE-509	5	17	0.0918554	0.0918554
NE-510	5	18	0.1160643	0.1160643
NE-511	5	19	0.1160643	0.1160643
NE-512	5	20	0.1029223	0.1029223
NE-513	5	21	0.1138509	0.1138509
NE-514	5	22	0.1174476	0.1174476
NE-515	5	23	0.1049974	0.1049974
NW-505	5	24	0.1067957	0.1067957
NW-506	5	25	0.1184160	0.1184160
NW-507	5	26	0.1141276	0.1141276
NW-508	5	27	0.1015390	0.1015390
NW-509	5	28	0.1160643	0.1160643
NW-510	5	29	0.1160643	0.1160643
NW-511	5	30	0.1051357	0.1051357
NW-512	5	31	0.1257478	0.1257478
NW-513	5	32	0.0827252	0.0827252
NW-514	5	33	0.1297596	0.1297596
NW-515	5	34	0.0958672	0.0958672
NW-516	5	35	0.0838319	0.0838319
NW-517	5	36	0.0874286	0.0874286
NW-518	5	37	0.0925471	0.0925471
NW-519	5	38	0.1207677	0.1207677
SW501	5	39	0.1289296	0.1289296
SW502	5	40	0.0901954	0.0901954
SW503	5	41	0.1215977	0.1215977
SW504	5	42	0.0990489	0.0990489
SW505	5	43	0.0922704	0.0922704
SW506	5	44	0.0889503	0.0889503
SW507	5	45	0.1207677	0.1207677
SW508	5	46	0.0800968	0.0800968
SW509	5	47	0.1160643	0.1160643
SW510	5	48	0.1160643	0.1160643
SW511	5	49	0.1015390	0.1015390
SW512	5	50	0.1141276	0.1141276
SW513	5	51	0.1184160	0.1184160
SW514	5	52	0.1067957	0.1067957
SE504	5	53	0.1054124	0.1054124
SE505	5	54	0.1174476	0.1174476
SE506	5	55	0.1138509	0.1138509
SE507	5	56	0.1029223	0.1029223
SE508	5	57	0.1160643	0.1160643
SE509	5	58	0.1160643	0.1160643
SE510	5	59	0.0854919	0.0854919
SE511	5	60	0.0936538	0.0936538
SE512	5	61	0.0709666	0.0709666
SE513	5	62	0.0846619	0.0846619
SE514	5	63	0.1016773	0.1016773
SE515	5	64	0.1149576	0.1149576
SE516	5	65	0.1173093	0.1173093
SE517	5	66	0.1311430	0.1311430
SE518	5	67	0.1330797	0.1330797
SE501	5	68	0.0766384	0.0766384
SE502	5	69	0.0828635	0.0828635
SE503	5	70	0.0839702	0.0839702
SW515	5	71	0.0827252	0.0827252
SW516	5	72	0.0872903	0.0872903
SW517	5	73	0.0787134	0.0787134
SW518	5	74	0.0814802	0.0814802
SW519	5	75	0.0766384	0.0766384
NW-601	6	1	0.1189693	0.1189693
NW-602	6	2	0.0841086	0.0841086
NW-603	6	3	0.0872903	0.0872903
NW-604	6	4	0.0827252	0.0827252
NE-616	6	5	0.0839702	0.0839702
NE-617	6	6	0.0828635	0.0828635
NE-618	6	7	0.0828635	0.0828635
NE-619	6	8	0.0711049	0.0711049
NE-601	6	9	0.1383364	0.1383364
NE-602	6	10	0.0872903	0.0872903
NE-603	6	11	0.1085941	0.1085941
NE-604	6	12	0.1020923	0.1020923
NE-605	6	13	0.0964205	0.0964205
NE-606	6	14	0.1178627	0.1178627
NE-607	6	15	0.0865986	0.0865986
NE-608	6	16	0.1196610	0.1196610

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Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
NE-609	6	17	0.0918554	0.0918554
NE-610	6	18	0.1160643	0.1160643
NE-611	6	19	0.1160643	0.1160643
NE-612	6	20	0.1029223	0.1029223
NE-613	6	21	0.1138509	0.1138509
NE-614	6	22	0.1174476	0.1174476
NE-615	6	23	0.1049974	0.1049974
NW-605	6	24	0.1067957	0.1067957
NW-606	6	25	0.1184160	0.1184160
NW-607	6	26	0.1141276	0.1141276
NW-608	6	27	0.1015390	0.1015390
NW-609	6	28	0.1160643	0.1160643
NW-610	6	29	0.1160643	0.1160643
NW-611	6	30	0.1051357	0.1051357
NW-612	6	31	0.1257478	0.1257478
NW-613	6	32	0.0827252	0.0827252
NW-614	6	33	0.1297596	0.1297596
NW-615	6	34	0.0958672	0.0958672
NW-616	6	35	0.0838319	0.0838319
NW-617	6	36	0.0874286	0.0874286
NW-618	6	37	0.0925471	0.0925471
NW-619	6	38	0.1207677	0.1207677
SW601	6	39	0.1289296	0.1289296
SW602	6	40	0.0961438	0.0961438
SW603	6	41	0.1098391	0.1098391
SW604	6	42	0.0922704	0.0922704
SW605	6	43	0.0889503	0.0889503
SW606	6	44	0.1207677	0.1207677
SW607	6	45	0.0800968	0.0800968
SW608	6	46	0.1160643	0.1160643
SW609	6	47	0.1160643	0.1160643
SW610	6	48	0.1015390	0.1015390
SW611	6	49	0.1141276	0.1141276
SW612	6	50	0.1184160	0.1184160
SW613	6	51	0.1067957	0.1067957
SE604	6	52	0.1054124	0.1054124
SE605	6	53	0.1174476	0.1174476
SE606	6	54	0.1138509	0.1138509
SE607	6	55	0.1029223	0.1029223
SE608	6	56	0.1160643	0.1160643
SE609	6	57	0.1160643	0.1160643
SE610	6	58	0.0854919	0.0854919
SE611	6	59	0.0936538	0.0936538
SE612	6	60	0.0709666	0.0709666
SE613	6	61	0.0846619	0.0846619
SE614	6	62	0.1016773	0.1016773
SE615	6	63	0.1207677	0.1207677
SE616	6	64	0.1210444	0.1210444
SE617	6	65	0.1330797	0.1330797
SE601	6	66	0.0766384	0.0766384
SE602	6	67	0.0828635	0.0828635
SE603	6	68	0.0839702	0.0839702
SW614	6	69	0.0827252	0.0827252
SW615	6	70	0.0872903	0.0872903
SW616	6	71	0.0787134	0.0787134
SW617	6	72	0.0814802	0.0814802
SW618	6	73	0.0766384	0.0766384
NW-701	7	1	0.0744250	0.0744250
NW-702	7	2	0.0907487	0.0907487
NW-703	7	3	0.1246411	0.1246411
NW-704	7	4	0.0827252	0.0827252
NE-715	7	5	0.0839702	0.0839702
NE-716	7	6	0.0828635	0.0828635
NE-717	7	7	0.0828635	0.0828635
NE-718	7	8	0.0711049	0.0711049
NE-701	7	9	0.1383364	0.1383364
NE-702	7	10	0.0947605	0.0947605
NE-703	7	11	0.0979422	0.0979422
NE-704	7	12	0.1153726	0.1153726
NE-705	7	13	0.1182777	0.1182777
NE-706	7	14	0.0694449	0.0694449
NE-707	7	15	0.0818952	0.0818952
NE-708	7	16	0.0711049	0.0711049
NE-709	7	17	0.0857686	0.0857686
NE-710	7	18	0.0857686	0.0857686
NE-711	7	19	0.0890887	0.0890887
NE-712	7	20	0.0915787	0.0915787
NE-713	7	21	0.0759467	0.0759467
NE-714	7	22	0.1007089	0.1007089
NW-705	7	23	0.0708283	0.0708283
NW-706	7	24	0.0771917	0.0771917
NW-707	7	25	0.0969738	0.0969738
NW-708	7	26	0.0892270	0.0892270
NW-709	7	27	0.0857686	0.0857686
NW-710	7	28	0.0857686	0.0857686
NW-711	7	29	0.0890887	0.0890887

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SCHEDULE D

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
NW-712	7	30	0.0893653	0.0893653
NW-713	7	31	0.0850769	0.0850769
NW-714	7	32	0.0888120	0.0888120
NW-715	7	33	0.0832785	0.0832785
NW-716	7	34	0.0990489	0.0990489
NW-717	7	35	0.1155109	0.1155109
SW701	7	36	0.1029223	0.1029223
SW702	7	37	0.0831402	0.0831402
SW703	7	38	0.0809268	0.0809268
SW704	7	39	0.0690299	0.0690299
SW705	7	40	0.0765001	0.0765001
SW706	7	41	0.0699982	0.0699982
SW707	7	42	0.0857686	0.0857686
SW708	7	43	0.0857686	0.0857686
SW709	7	44	0.0892270	0.0892270
SW710	7	45	0.0868753	0.0868753
SW711	7	46	0.0885353	0.0885353
SW712	7	47	0.0708283	0.0708283
SE706	7	48	0.0735950	0.0735950
SE707	7	49	0.0759467	0.0759467
SE708	7	50	0.0915787	0.0915787
SE709	7	51	0.0890887	0.0890887
SE710	7	52	0.0857686	0.0857686
SE711	7	53	0.0857686	0.0857686
SE712	7	54	0.0773301	0.0773301
SE713	7	55	0.0806501	0.0806501
SE714	7	56	0.0821718	0.0821718
SE715	7	57	0.0874286	0.0874286
SE716	7	58	0.0825869	0.0825869
SE701	7	59	0.0937921	0.0937921
SE702	7	60	0.0877053	0.0877053
SE703	7	61	0.0830019	0.0830019
SE704	7	62	0.0828635	0.0828635
SE705	7	63	0.0839702	0.0839702
SW713	7	64	0.0827252	0.0827252
SW714	7	65	0.0872903	0.0872903
SW715	7	66	0.0787134	0.0787134
SW716	7	67	0.1282379	0.1282379
NW-801	8	1	0.0744250	0.0744250
NW-802	8	2	0.0926854	0.0926854
NW-803	8	3	0.0802351	0.0802351
NW-804	8	4	0.0784368	0.0784368
NE-815	8	5	0.0805118	0.0805118
NE-816	8	6	0.0842469	0.0842469
NE-817	8	7	0.0711049	0.0711049
NE-801	8	8	0.1337713	0.1337713
NE-802	8	9	0.0947605	0.0947605
NE-803	8	10	0.0979422	0.0979422
NE-804	8	11	0.1153726	0.1153726
NE-805	8	12	0.1041673	0.1041673
NE-806	8	13	0.0694449	0.0694449
NE-807	8	14	0.0818952	0.0818952
NE-808	8	15	0.0711049	0.0711049
NE-809	8	16	0.0857686	0.0857686
NE-810	8	17	0.0857686	0.0857686
NE-811	8	18	0.0890887	0.0890887
NE-812	8	19	0.0915787	0.0915787
NE-813	8	20	0.0762234	0.0762234
NE-814	8	21	0.0730416	0.0730416
NW-805	8	22	0.0711049	0.0711049
NW-806	8	23	0.0771917	0.0771917
NW-807	8	24	0.0969738	0.0969738
NW-808	8	25	0.0892270	0.0892270
NW-809	8	26	0.0857686	0.0857686
NW-810	8	27	0.0857686	0.0857686
NW-811	8	28	0.0890887	0.0890887
NW-812	8	29	0.0893653	0.0893653
NW-813	8	30	0.0850769	0.0850769
NW-814	8	31	0.0888120	0.0888120
NW-815	8	32	0.0832785	0.0832785
NW-816	8	33	0.0990489	0.0990489
NW-817	8	34	0.1029223	0.1029223
SW801	8	35	0.0805118	0.0805118
SW802	8	36	0.0818952	0.0818952
SW803	8	37	0.0809268	0.0809268
SW804	8	38	0.0687532	0.0687532
SW805	8	39	0.0765001	0.0765001
SW806	8	40	0.0699982	0.0699982
SW807	8	41	0.0857686	0.0857686
SW808	8	42	0.0857686	0.0857686
SW809	8	43	0.0892270	0.0892270
SW810	8	44	0.0868753	0.0868753
SW811	8	45	0.0885353	0.0885353
SW812	8	46	0.0711049	0.0711049
SE805	8	47	0.0735950	0.0735950
SE806	8	48	0.0762234	0.0762234

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Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
SE807	8	49	0.0915787	0.0915787
SE808	8	50	0.0890887	0.0890887
SE809	8	51	0.0857686	0.0857686
SE810	8	52	0.0857686	0.0857686
SE811	8	53	0.0773301	0.0773301
SE812	8	54	0.0806501	0.0806501
SE813	8	55	0.0821718	0.0821718
SE814	8	56	0.0874286	0.0874286
SE815	8	57	0.0825869	0.0825869
SE801	8	58	0.0937921	0.0937921
SE802	8	59	0.0872903	0.0872903
SE803	8	60	0.0841086	0.0841086
SE804	8	61	0.0805118	0.0805118
SW813	8	62	0.0784368	0.0784368
SW814	8	63	0.0794051	0.0794051
SW815	8	64	0.1025073	0.1025073
SW816	8	65	0.0928238	0.0928238
NW-901	9	1	0.0882587	0.0882587
NW-902	9	2	0.1202144	0.1202144
NW-903	9	3	0.0805118	0.0805118
NW-904	9	4	0.0784368	0.0784368
NE-912	9	5	0.0807885	0.0807885
NE-913	9	6	0.0841086	0.0841086
NE-914	9	7	0.0800968	0.0800968
NE-915	9	8	0.0777451	0.0777451
NE-901	9	9	0.0882587	0.0882587
NE-902	9	10	0.1137126	0.1137126
NE-903	9	11	0.0849386	0.0849386
NE-904	9	12	0.0818952	0.0818952
NE-905	9	13	0.0711049	0.0711049
NE-906	9	14	0.0857686	0.0857686
NE-907	9	15	0.0857686	0.0857686
NE-908	9	16	0.0890887	0.0890887
NE-909	9	17	0.0915787	0.0915787
NE-910	9	18	0.0762234	0.0762234
NE-911	9	19	0.0730416	0.0730416
NW-905	9	20	0.0711049	0.0711049
NW-906	9	21	0.0771917	0.0771917
NW-907	9	22	0.0969738	0.0969738
NW-908	9	23	0.0892270	0.0892270
NW-909	9	24	0.0857686	0.0857686
NW-910	9	25	0.0857686	0.0857686
NW-911	9	26	0.0717966	0.0717966
NW-912	9	27	0.0742867	0.0742867
NW-913	9	28	0.0704133	0.0704133
NW-914	9	29	0.0759467	0.0759467
NW-915	9	30	0.0676465	0.0676465
NW-916	9	31	0.0777451	0.0777451
SW901	9	32	0.0805118	0.0805118
SW902	9	33	0.0818952	0.0818952
SW903	9	34	0.0809268	0.0809268
SW904	9	35	0.0687532	0.0687532
SW905	9	36	0.0765001	0.0765001
SW906	9	37	0.0699982	0.0699982
SW907	9	38	0.0857686	0.0857686
SW908	9	39	0.0857686	0.0857686
SW909	9	40	0.0773301	0.0773301
SW910	9	41	0.0821718	0.0821718
SW911	9	42	0.1018156	0.1018156
SW912	9	43	0.0928238	0.0928238
SE901	9	44	0.0937921	0.0937921
SE902	9	45	0.0708283	0.0708283
SE903	9	46	0.0841086	0.0841086
SE904	9	47	0.0774684	0.0774684
SE905	9	48	0.0699982	0.0699982
SE906	9	49	0.0857686	0.0857686
SE907	9	50	0.0857686	0.0857686
SE908	9	51	0.0773301	0.0773301
SE909	9	52	0.0806501	0.0806501
SE910	9	53	0.0821718	0.0821718
SE911	9	54	0.0874286	0.0874286
SE912	9	55	0.0825869	0.0825869
NW-1001	10	1	0.0882587	0.0882587
NW-1002	10	2	0.1197994	0.1197994
NW-1003	10	3	0.0805118	0.0805118
NW-1004	10	4	0.0784368	0.0784368
NE-1012	10	5	0.0807885	0.0807885
NE-1013	10	6	0.0841086	0.0841086
NE-1014	10	7	0.0800968	0.0800968
NE-1015	10	8	0.0777451	0.0777451
NE-1001	10	9	0.0882587	0.0882587
NE-1002	10	10	0.1137126	0.1137126
NE-1003	10	11	0.0849386	0.0849386
NE-1004	10	12	0.0818952	0.0818952
NE-1005	10	13	0.0711049	0.0711049

BEVERLY HILLS CONDOMINIUM RESORT
(GREAT LAND (YONGE 16TH) INC.)

SCHEDULE D

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
NE-1006	10	14	0.0857686	0.0857686
NE-1007	10	15	0.0857686	0.0857686
NE-1008	10	16	0.0890887	0.0890887
NE-1009	10	17	0.0915787	0.0915787
NE-1010	10	18	0.0762234	0.0762234
NE-1011	10	19	0.0730416	0.0730416
NW-1005	10	20	0.0711049	0.0711049
NW-1006	10	21	0.0771917	0.0771917
NW-1007	10	22	0.0969738	0.0969738
NW-1008	10	23	0.0892270	0.0892270
NW-1009	10	24	0.0857686	0.0857686
NW-1010	10	25	0.0857686	0.0857686
NW-1011	10	26	0.0717966	0.0717966
NW-1012	10	27	0.0742867	0.0742867
NW-1013	10	28	0.0704133	0.0704133
NW-1014	10	29	0.0759467	0.0759467
NW-1015	10	30	0.0676465	0.0676465
NW-1016	10	31	0.0777451	0.0777451
SW1001	10	32	0.0907487	0.0907487
SW1002	10	33	0.1025073	0.1025073
SW1003	10	34	0.0857686	0.0857686
SW1004	10	35	0.0857686	0.0857686
SW1005	10	36	0.0889503	0.0889503
SW1006	10	37	0.1375064	0.1375064
SE1001	10	38	0.0954521	0.0954521
SE1002	10	39	0.1025073	0.1025073
SE1003	10	40	0.0857686	0.0857686
SE1004	10	41	0.0857686	0.0857686
SE1005	10	42	0.0892270	0.0892270
SE1006	10	43	0.1462216	0.1462216
Locker	10	44	0.0071602	0.0071602
NW-1101	11	1	0.0882587	0.0882587
NW-1102	11	2	0.1197994	0.1197994
NW-1103	11	3	0.0805118	0.0805118
NW-1104	11	4	0.0784368	0.0784368
NE-1112	11	5	0.0807885	0.0807885
NE-1113	11	6	0.0841086	0.0841086
NE-1114	11	7	0.0800968	0.0800968
NE-1115	11	8	0.0777451	0.0777451
NE-1101	11	9	0.0882587	0.0882587
NE-1102	11	10	0.1137126	0.1137126
NE-1103	11	11	0.0849386	0.0849386
NE-1104	11	12	0.0818952	0.0818952
NE-1105	11	13	0.0711049	0.0711049
NE-1106	11	14	0.0857686	0.0857686
NE-1107	11	15	0.0857686	0.0857686
NE-1108	11	16	0.0890887	0.0890887
NE-1109	11	17	0.0915787	0.0915787
NE-1110	11	18	0.0762234	0.0762234
NE-1111	11	19	0.0730416	0.0730416
NW-1105	11	20	0.0711049	0.0711049
NW-1106	11	21	0.0771917	0.0771917
NW-1107	11	22	0.0969738	0.0969738
NW-1108	11	23	0.0892270	0.0892270
NW-1109	11	24	0.0857686	0.0857686
NW-1110	11	25	0.0857686	0.0857686
NW-1111	11	26	0.0717966	0.0717966
NW-1112	11	27	0.0742867	0.0742867
NW-1113	11	28	0.0704133	0.0704133
NW-1114	11	29	0.0759467	0.0759467
NW-1115	11	30	0.0676465	0.0676465
NW-1116	11	31	0.0777451	0.0777451
SW1101	11	32	0.0907487	0.0907487
SW1102	11	33	0.1025073	0.1025073
SW1103	11	34	0.0857686	0.0857686
SW1104	11	35	0.0857686	0.0857686
SW1105	11	36	0.0889503	0.0889503
SW1106	11	37	0.1375064	0.1375064
SE1101	11	38	0.0954521	0.0954521
SE1102	11	39	0.1025073	0.1025073
SE1103	11	40	0.0857686	0.0857686
SE1104	11	41	0.0857686	0.0857686
SE1105	11	42	0.0892270	0.0892270
SE1106	11	43	0.1462216	0.1462216
Locker	11	44	0.0071602	0.0071602
Locker	11	45	0.0071602	0.0071602
Locker	11	46	0.0071602	0.0071602
Locker	11	47	0.0071602	0.0071602
NW-1201	12	1	0.0882587	0.0882587
NW-1202	12	2	0.1197994	0.1197994
NW-1203	12	3	0.0805118	0.0805118
NW-1204	12	4	0.0784368	0.0784368
NE-1212	12	5	0.0807885	0.0807885
NE-1213	12	6	0.0841086	0.0841086
NE-1214	12	7	0.0800968	0.0800968

BEVERLY HILLS CONDOMINIUM RESORT
(GREAT LAND (YONGE 16TH) INC.)

SCHEDULE D

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
NE-1215	12	8	0.0777451	0.0777451
NE-1201	12	9	0.0882587	0.0882587
NE-1202	12	10	0.1137126	0.1137126
NE-1203	12	11	0.0849386	0.0849386
NE-1204	12	12	0.0818952	0.0818952
NE-1205	12	13	0.0711049	0.0711049
NE-1206	12	14	0.0857686	0.0857686
NE-1207	12	15	0.0857686	0.0857686
NE-1208	12	16	0.0890887	0.0890887
NE-1209	12	17	0.0915787	0.0915787
NE-1210	12	18	0.0762234	0.0762234
NE-1211	12	19	0.0730416	0.0730416
NW-1205	12	20	0.0711049	0.0711049
NW-1206	12	21	0.0885353	0.0885353
NW-1207	12	22	0.1022306	0.1022306
NW-1208	12	23	0.0704133	0.0704133
NW-1209	12	24	0.0759467	0.0759467
NW-1210	12	25	0.0676465	0.0676465
NW-1211	12	26	0.0777451	0.0777451
NE-1301	13	1	0.1119142	0.1119142
NE-1302	13	2	0.0849386	0.0849386
NE-1303	13	3	0.0818952	0.0818952
NE-1304	13	4	0.0711049	0.0711049
CLUB UNIT	13	5	0.0000010	0.0000000
NW-1401	14	1	0.0882587	0.0882587
NW-1402	14	2	0.1094241	0.1094241
NW-1403	14	3	0.0860453	0.0860453
NW-1404	14	4	0.0825869	0.0825869
NW-1405	14	5	0.0717966	0.0717966
NW-1406	14	6	0.0857686	0.0857686
NW-1407	14	7	0.0857686	0.0857686
NW-1408	14	8	0.0717966	0.0717966
NW-1409	14	9	0.0742867	0.0742867
NW-1410	14	10	0.0704133	0.0704133
NW-1411	14	11	0.0759467	0.0759467
NW-1412	14	12	0.0658481	0.0658481
NW-1413	14	13	0.0777451	0.0777451
NE-1401	14	14	0.0882587	0.0882587
NE-1402	14	15	0.1119142	0.1119142
NE-1403	14	16	0.0849386	0.0849386
NE-1404	14	17	0.0818952	0.0818952
NE-1405	14	18	0.0711049	0.0711049
NE-1406	14	19	0.0857686	0.0857686
NE-1407	14	20	0.0857686	0.0857686
NE-1408	14	21	0.0717966	0.0717966
NE-1409	14	22	0.0742867	0.0742867
NE-1410	14	23	0.0704133	0.0704133
NE-1411	14	24	0.0759467	0.0759467
NE-1412	14	25	0.0658481	0.0658481
NE-1413	14	26	0.0777451	0.0777451
NW-1501	15	1	0.0882587	0.0882587
NW-1502	15	2	0.1112225	0.1112225
NW-1503	15	3	0.0860453	0.0860453
NW-1504	15	4	0.0825869	0.0825869
NW-1505	15	5	0.0717966	0.0717966
NW-1506	15	6	0.0857686	0.0857686
NW-1507	15	7	0.0857686	0.0857686
NW-1508	15	8	0.0717966	0.0717966
NW-1509	15	9	0.0742867	0.0742867
NW-1510	15	10	0.0704133	0.0704133
NW-1511	15	11	0.0759467	0.0759467
NW-1512	15	12	0.0676465	0.0676465
NW-1513	15	13	0.0777451	0.0777451
NE-1501	15	14	0.0882587	0.0882587
NE-1502	15	15	0.1137126	0.1137126
NE-1503	15	16	0.0849386	0.0849386
NE-1504	15	17	0.0818952	0.0818952
NE-1505	15	18	0.0711049	0.0711049
NE-1506	15	19	0.0857686	0.0857686
NE-1507	15	20	0.0857686	0.0857686
NE-1508	15	21	0.0717966	0.0717966
NE-1509	15	22	0.0742867	0.0742867
NE-1510	15	23	0.0704133	0.0704133
NE-1511	15	24	0.0759467	0.0759467
NE-1512	15	25	0.0676465	0.0676465
NE-1513	15	26	0.0777451	0.0777451
NW-1601	16	1	0.0882587	0.0882587
NW-1602	16	2	0.1112225	0.1112225
NW-1603	16	3	0.0860453	0.0860453
NW-1604	16	4	0.0825869	0.0825869
NW-1605	16	5	0.0717966	0.0717966
NW-1606	16	6	0.0857686	0.0857686
NW-1607	16	7	0.0857686	0.0857686

BEVERLY HILLS CONDOMINIUM RESORT
(GREAT LAND (YONGE 16TH) INC.)

SCHEDULE D

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
NW-1608	16	8	0.0717966	0.0717966
NW-1609	16	9	0.0742867	0.0742867
NW-1610	16	10	0.0704133	0.0704133
NW-1611	16	11	0.0759467	0.0759467
NW-1612	16	12	0.0676465	0.0676465
NW-1613	16	13	0.0777451	0.0777451
NE-1601	16	14	0.0882587	0.0882587
NE-1602	16	15	0.1137126	0.1137126
NE-1603	16	16	0.0849386	0.0849386
NE-1604	16	17	0.0818952	0.0818952
NE-1605	16	18	0.0711049	0.0711049
NE-1606	16	19	0.0857686	0.0857686
NE-1607	16	20	0.0857686	0.0857686
NE-1608	16	21	0.0717966	0.0717966
NE-1609	16	22	0.0742867	0.0742867
NE-1610	16	23	0.0704133	0.0704133
NE-1611	16	24	0.0759467	0.0759467
NE-1612	16	25	0.0676465	0.0676465
NE-1613	16	26	0.0777451	0.0777451
NW-1701	17	1	0.0882587	0.0882587
NW-1702	17	2	0.1112225	0.1112225
NW-1703	17	3	0.0860453	0.0860453
NW-1704	17	4	0.0825869	0.0825869
NW-1705	17	5	0.0717966	0.0717966
NW-1706	17	6	0.0857686	0.0857686
NW-1707	17	7	0.0857686	0.0857686
NW-1708	17	8	0.0717966	0.0717966
NW-1709	17	9	0.0742867	0.0742867
NW-1710	17	10	0.0704133	0.0704133
NW-1711	17	11	0.0759467	0.0759467
NW-1712	17	12	0.0676465	0.0676465
NW-1713	17	13	0.0777451	0.0777451
NE-1701	17	14	0.0882587	0.0882587
NE-1702	17	15	0.1137126	0.1137126
NE-1703	17	16	0.0849386	0.0849386
NE-1704	17	17	0.0818952	0.0818952
NE-1705	17	18	0.0711049	0.0711049
NE-1706	17	19	0.0857686	0.0857686
NE-1707	17	20	0.0857686	0.0857686
NE-1708	17	21	0.0717966	0.0717966
NE-1709	17	22	0.0742867	0.0742867
NE-1710	17	23	0.0704133	0.0704133
NE-1711	17	24	0.0759467	0.0759467
NE-1712	17	25	0.0676465	0.0676465
NE-1713	17	26	0.0777451	0.0777451
NW-1801	18	1	0.0882587	0.0882587
NW-1802	18	2	0.1112225	0.1112225
NW-1803	18	3	0.0860453	0.0860453
NW-1804	18	4	0.0825869	0.0825869
NW-1805	18	5	0.0717966	0.0717966
NW-1806	18	6	0.0857686	0.0857686
NW-1807	18	7	0.0857686	0.0857686
NW-1808	18	8	0.0717966	0.0717966
NW-1809	18	9	0.0742867	0.0742867
NW-1810	18	10	0.0704133	0.0704133
NW-1811	18	11	0.0759467	0.0759467
NW-1812	18	12	0.0676465	0.0676465
NW-1813	18	13	0.0777451	0.0777451
NE-1801	18	14	0.0882587	0.0882587
NE-1802	18	15	0.1137126	0.1137126
NE-1803	18	16	0.0849386	0.0849386
NE-1804	18	17	0.0818952	0.0818952
NE-1805	18	18	0.0711049	0.0711049
NE-1806	18	19	0.0857686	0.0857686
NE-1807	18	20	0.0857686	0.0857686
NE-1808	18	21	0.0717966	0.0717966
NE-1809	18	22	0.0742867	0.0742867
NE-1810	18	23	0.0704133	0.0704133
NE-1811	18	24	0.0759467	0.0759467
NE-1812	18	25	0.0676465	0.0676465
NE-1813	18	26	0.0777451	0.0777451
NW-1901	19	1	0.0882587	0.0882591
NW-1902	19	2	0.1112225	0.1112229
NW-1903	19	3	0.0860453	0.0860457
NW-1904	19	4	0.0825869	0.0825873
NW-1905	19	5	0.0717966	0.0717970
NW-1906	19	6	0.0857686	0.0857690
NW-1907	19	7	0.0857686	0.0857690
NW-1908	19	8	0.0717966	0.0717966
NW-1909	19	9	0.0742867	0.0742867
NW-1910	19	10	0.0704133	0.0704133
NW-1911	19	11	0.0759467	0.0759467
NW-1912	19	12	0.0676465	0.0676465
NW-1913	19	13	0.0777451	0.0777451

BEVERLY HILLS CONDOMINIUM RESORT
(GREAT LAND (YONGE 16TH) INC.)

SCHEDULE D

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
NE-1901	19	14	0.0915787	0.0915787
NE-1902	19	15	0.0969738	0.0969738
NE-1903	19	16	0.1044440	0.1044440
NE-1904	19	17	0.0831402	0.0831402
NE-1905	19	18	0.0857686	0.0857686
NE-1906	19	19	0.0857686	0.0857686
NE-1907	19	20	0.1260245	0.1260245
NE-1908	19	21	0.1192460	0.1192460
NE-1909	19	22	0.0800968	0.0800968
NW-2001	20	1	0.0882587	0.0882591
NW-2002	20	2	0.1112225	0.1112229
NW-2003	20	3	0.0860453	0.0860457
NW-2004	20	4	0.0825869	0.0825873
NW-2005	20	5	0.0717966	0.0717970
NW-2006	20	6	0.0857686	0.0857690
NW-2007	20	7	0.0857686	0.0857690
NW-2008	20	8	0.0717966	0.0717970
NW-2009	20	9	0.0742867	0.0742871
NW-2010	20	10	0.0704133	0.0704137
NW-2011	20	11	0.0759467	0.0759471
NW-2012	20	12	0.0676465	0.0676469
NW-2013	20	13	0.0777451	0.0777455
NE-2001	20	14	0.0915787	0.0915791
NE-2002	20	15	0.0969738	0.0969742
NE-2003	20	16	0.1044440	0.1044444
NE-2004	20	17	0.0831402	0.0831406
NE-2005	20	18	0.0857686	0.0857690
NE-2006	20	19	0.0857686	0.0857690
NE-2007	20	20	0.1260245	0.1260249
NE-2008	20	21	0.1192460	0.1192464
NE-2009	20	22	0.0800968	0.0800972
NW-2101	21	1	0.0882587	0.0882591
NW-2102	21	2	0.1112225	0.1112229
NW-2103	21	3	0.0860453	0.0860457
NW-2104	21	4	0.0825869	0.0825873
NW-2105	21	5	0.0717966	0.0717970
NW-2106	21	6	0.0857686	0.0857690
NW-2107	21	7	0.0857686	0.0857690
NW-2108	21	8	0.0717966	0.0717970
NW-2109	21	9	0.0742867	0.0742871
NW-2110	21	10	0.0704133	0.0704135
NW-2111	21	11	0.0759467	0.0759471
NW-2112	21	12	0.0676465	0.0676469
NW-2113	21	13	0.0777451	0.0777455
NW-2201	22	1	0.0882587	0.0882591
NW-2202	22	2	0.1112225	0.1112229
NW-2203	22	3	0.0860453	0.0860455
NW-2204	22	4	0.0825869	0.0825873
NW-2205	22	5	0.0717966	0.0717970
NW-2206	22	6	0.0857686	0.0857690
NW-2207	22	7	0.0857686	0.0857690
NW-2208	22	8	0.0717966	0.0717970
NW-2209	22	9	0.0742867	0.0742871
NW-2210	22	10	0.0704133	0.0704135
NW-2211	22	11	0.0759467	0.0759471
NW-2212	22	12	0.0676465	0.0676469
NW-2213	22	13	0.0777451	0.0777455
NW-2301	23	1	0.0915787	0.0915791
NW-2302	23	2	0.0969738	0.0969742
NW-2303	23	3	0.1044440	0.1044444
NW-2304	23	4	0.0831402	0.0831404
NW-2305	23	5	0.0857686	0.0857690
NW-2306	23	6	0.0857686	0.0857690
NW-2307	23	7	0.1260245	0.1260249
NW-2308	23	8	0.1192460	0.1192464
NW-2309	23	9	0.0800968	0.0800972
NW-2401	24	1	0.0915787	0.0915791
NW-2402	24	2	0.0969738	0.0969742
NW-2403	24	3	0.1044440	0.1044444
NW-2404	24	4	0.0831402	0.0831404
NW-2405	24	5	0.0857686	0.0857690
NW-2406	24	6	0.0857686	0.0857690
NW-2407	24	7	0.1260245	0.1260249
NW-2408	24	8	0.1192460	0.1192464
NW-2409	24	9	0.0800968	0.0800972
			100.0000000	100.0000000

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

(STANDARD CONDOMINIUM)

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

- (a) All sums of money paid by the Corporation in the performance of its objects, powers and duties whether such objects, powers and duties are imposed under the provisions of the Act or of the within Declaration or performed pursuant to any by-laws of the Corporation or by agreement.
- (b) All sums of money payable by the Corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities and services, including without limiting the generality of the foregoing, monies payable on account of:
 - insurance premiums,
 - maintenance materials, tools and supplies,
 - utilities (hydro, water, etc) to service the Common Elements, including street lighting,
 - snow removal for roadways and to remove same from the site, if required, and landscaping of Common Elements

Provided however that telephone and cable television service supplied to and utilized by each unit shall be separately invoiced and shall be paid for directly by the Owner thereof in addition to the Common Expenses.

Notwithstanding the foregoing, in the event that the Declarant or the Condominium installs separate meters for each unit for hydro-electric service (either pursuant to a hydro meter read directly by the local hydro authority or by a check meter read by a representative of the Declarant or the Corporation or its manager), in such event each unit's consumption of hydro-electric service shall not comprise part of the Common Expenses, but rather shall be borne and paid for solely by the Owner.

- (c) 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 in or about the Common Elements.
- (d) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance by the Corporation of its objects and duties.
- (e) All sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation.
- (f) All sums of money required to be paid to the reserve fund or as required by the Declaration or in accordance with the Corporation's budget.
- (g) The fees and disbursements of the Insurance Trustee, if any.
- (h) The cost of obtaining and maintaining fidelity bonds as provided in the by-laws.
- (i) 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.
- (j) All sums of money paid or payable by the Corporation pursuant to any management agreement which may be entered into by the Corporation with a manager.

- (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, licensees or invitees.
- (l) All sums of money paid or payable by the Corporation in order to comply with the terms and provisions of the Municipal Agreements.
- (m) All sums of money paid or payable by the Corporation relating to or in order to comply with the Cost Sharing Agreement.

SCHEDULE “F”

Subject to the provisions of the Declaration, the By-laws and Rules of the Corporation and the right of entry in favour of the Corporation thereto and thereon, for 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 certain Dwelling Units on Levels 2 to 24 inclusive shall have the exclusive use of a balcony/balconies and/or terrace/terraces to which said Units provide direct and sole access.
- b) the Owner(s) of Units 1 to 17 inclusive, shall have the exclusive use of a patio to which the Units provide direct access as illustrated on PART 1, Sheet 1 of the Description.
- c) the Owner(s) of Units 8, 9, 10, 11, 12, 13, 14, 15 and 16 on Level 1, also shall have the exclusive use of a sign box located within the respective exclusive use patio areas, designated with the prefix letter “T” as illustrated on said Part 1, Sheet 1 of the Description.

NOTE:

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

**CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM
CORPORATION)
(UNDER CLAUSE 8 (1) (E) OF THE *CONDOMINIUM ACT, 1998*)**

Condominium Act, 1998

Property: 9191, 9199, 9201 and 9205 Yonge Street, Richmond Hill, Ontario

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:

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 14th day of June, 2018.


(signature)

Architect/Professional Engineer

**CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM
CORPORATION)
(UNDER CLAUSE 8 (1) (E) OF THE *CONDOMINIUM ACT, 1998*)**

Condominium Act, 1998

Property: 9191, 9199, 9201 and 9205 Yonge Street, Richmond Hill, Ontario

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:

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 12th day of June, 2018.




(signature)

Architect/Professional Engineer