OFFICE SCHEDULE

(1)

Number YR 777786 CERTIFICATE OF RECEIPT FEB 16 2006 12:51 YORK REGION No. 65 NEWMARKET Land Registrar	**DECLARATION** **CONDOMINIUM** **ACT, 1998**

YORK REGION STANDARD CONDOMINIUM PLAN NO. 1055

NEW PROPERTY IDENTIFIER'S BLOCK 29586

RECENTLY: 03191-0345

DECLARANT: 1544431 ONTARIO INC.

SOLICITOR: Gary D. Goldfarb (Meyer, Wassenaar & Banach)

ADDRESS: **5001 Yonge Street**
Suite 301
North York, ON
M2N 6P6

PHONE: 416-221-9191 **FAX: 416-223-9405**

No. OF UNITS 512

FEES: $70.00 + ($5.00 x number of units) = $2,630.00

Photo Copy

(2)

DECLARATION FOR STANDARD FREEHOLD CONDOMINIUM
MADE PURSUANT TO THE CONDOMINIUM ACT, 1998

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of The Condominium Act, S.O. 1998, Chapter C.19, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), BY:

1544431 ONTARIO INC., a corporation incorporated under the laws of the Province of Ontario, (hereinafter called the "Declarant")

THE REGISTRATION of this declaration and description will create a Standard Freehold Condominium Corporation.

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the Town of Richmond Hill, in the Regional Municipality of York, and being more particularly described in Schedule "A" attached hereto, and in the description submitted herewith by the Declarant for registration in accordance with Section 8 of the Act (hereinafter called the "Description");

AND WHEREAS the Declarant has constructed a high-rise building upon the said lands containing 156 Dwelling Units, being Units 1 to 21 inclusive on Level 1, Units 1 to 23 inclusive on Levels 2 to 6 inclusive, Units 1 to 16 inclusive on Level 7 and Units 1 to 4 inclusive on Level 8, 179 parking units being Units 1 - 58, inclusive and 67 - 187, inclusive on Level A, 8 Parking/Storage Units being Units 59-66, inclusive on Level A, 162 Storage Units being Units 188 to 349, inclusive on Level A, 5 Roof Top Terrace Units being Units 5, 6, 7, 8 and 9 on Level 8 and 2 Guest Suite Units being Units 22 and 23 on Level 1;

AND WHEREAS the Declarant intends that the said lands and interests appurtenant to the lands, together with the said building thereon shall be governed by Act;

NOW THEREFORE THE DECLARANT DECLARES AS FOLLOWS:

ARTICLE I
INTRODUCTORY

(1) Definitions - All words herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time and the following terms used herein shall have the meanings set out below, unless the context otherwise requires:

(a) "Act" means the Condominium Act, 1998, S.O. 1998, C 19, as amended;

(b) "Associate" means any person or corporation who is an associate of the Declarant within the meaning of the Securities Act R.S.O. 1990 c. S-5 and any other corporate entity in which an associate of the Declarant has an interest;

(c) "Board" means the board of directors of the Corporation;

(d) "Dwelling Units" shall mean Units 1 to 21 inclusive on Level 1, Units 1 to 23 inclusive on Levels 2 to 6 inclusive, Units 1 to 16 inclusive on Level 7 and Units 1 to 4 inclusive on Level 8;

(e) "Manager" shall mean the manager appointed from time to time by the Corporation pursuant to the provisions of a management agreement approved by the Board;

(a) "Parking Units" shall mean Units 1 - 58, inclusive and 67 - 187, inclusive on Level A;

(g) "Parking/Storage Units" shall mean Units 59 to 66, inclusive Level A;

(h) "Storage Units" means Units 188 - 349, inclusive on Level A;

(i) "Roof Top Terrace Units" means Units 5, 6, 7, 8 and 9 on Level 8; and

(j) "Units" means all of the Dwelling Units, Parking Units, Parking/Storage Units, Storage Units and Roof Top Terrace Units and "Unit" means one of them.

(2) Type of Condominium - This Condominium is a Standard Freehold Condominium.

(3) Act Governs - The Condominium Act governs the lands and premises described in Schedule "A" together with all interests appurtenant to the said lands (the "Lands") as the land and the interests are described in the description;

(4) Consent of Encumbrancers - The consent of every person having a registered mortgage against the land or interests appurtenant to the land as the land and the interests are described in the description is contained in Schedule "B" attached hereto.

(5) Boundaries of Units and Monuments - The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of units in Schedule "C" attached hereto.

Notwithstanding the boundaries set out in Schedule 'C' attached hereto, Dwelling Units shall include all pipes, wires, cables, conduits, ducts, mechanical or similar apparatus, including the complete vertical fan coil equipment (namely the fan coil, motor, valves, controls, etc.) and the branch piping extending to, but not including, the common pipe risers, which provides services to that particular unit only.

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

Notwithstanding the boundaries set out in Schedule 'C' attached hereto, each Storage Unit shall exclude, without limiting the aforementioned, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hose cabinets and attachments, sprinklers, lighting fixtures, air-conditioning or heating equipment and controls which provide any service to the common elements or units, including all wall structures and support columns and beams within any such Storage Unit.

Notwithstanding the boundaries set out in Schedule 'C' attached hereto, each Parking Unit and Parking/Storage Unit shall exclude, without limiting the aforementioned, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hose cabinets and attachments, sprinklers, lighting fixtures, air-conditioning or heating equipment and controls which provide any service to the common elements or units, including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included) which may be located within any such Parking Unit.

Notwithstanding the boundaries set out in Schedule 'C' attached hereto, each Roof Top Terrace Unit shall exclude, without limiting the aforementioned, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, chimneys, fire hose cabinets and attachments, roof anchors for window maintenance, air-conditioning or heating equipment and controls which provide any service to the common elements or units, including all wall structures and support columns and beams as well as any additional roof surfacing (roof membranes, concrete patio stones and coatings included) which may be located within any such Roof Top Terrace Unit.

(6) 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 forth opposite each unit number in Schedule "D" attached hereto. The total proportions of the common interests shall be one

hundred percent (100%).

(7) Exclusive Use of Common Elements - The owners of certain units shall have the exclusive use of those parts of the common elements as set forth in Schedule "F" attached hereto.

(8) Address for Service, Municipal Address and Mailing Address of the Corporation - The Corporation's address for service, municipal address and mailing address shall be 11121 Yonge Street, Richmond Hill, Ontario, L4C 0S1, or such other address or addresses as may be determined by resolution of the Board or such other municipal address as may be approved for the building by the Town of Richmond Hill.

ARTICLE II
COMMON EXPENSES

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

(2) Payment of Common Expenses - Each owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses, and the Board, pursuant to the by-laws of the Corporation, may regulate the assessment and collection of the contributions toward the common expenses. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any rules and regulations of the Corporation in force from time to time by any unit owner, or by members of his family and/or their 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.

(3) 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 repairs and/or replacement of the common elements and assets of the Corporation, all in accordance with the provisions of the Act.

(b) No part of the reserve fund shall be used except for the purpose for which the fund was established. The amount of the reserve shall constitute an asset of the Corporation and shall not be distributed to any owner except on termination of the Corporation.

(4) Certificate of Common Expenses - The Corporation shall provide a Status

Certificate and accompanying statements and information in accordance with Section 76 of the Act, and the regulations thereto, and shall provide a duplicate thereof without additional charge if requested. The Corporation shall provide the Declarant without any charge or fee, such certificate and accompanying statements and information that may be requested by or on behalf of the Declarant in connection with the sale or mortgage of a Unit.

ARTICLE III
UNITS

(1) Occupation and Use - The occupation and use of the units shall be in accordance with the following restrictions and stipulations:

(a) Each of the Dwelling Units shall be occupied and used only as a private single family residence and, subject to the following, for no other purpose, provided, however, that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs until all units in the Proposed Corporations have been sold by the Declarant.

(b) No Unit shall be occupied or used by anyone in such a manner as is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other unit owners of the common elements and the other Units or that may result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation. If a Unit is occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by or on behalf of the Corporation, the owner of such Unit shall reimburse the Corporation for such increase, and such increase in premium cost shall be added to the owner's contribution towards the common expenses.

(c) No boundary wall, load-bearing partition wall, floor, door or window, toilet, bathtub, wash basin, sink, heating, air-conditioning, plumbing, structural, mechanical or electrical installation (save for usual lighting fixtures used in Unit) contained in or forming part of a Dwelling Unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Board of Directors; provided however, that the provisions of this subparagraph shall not require any owner to obtain the consent of the Corporation for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling which is within any Unit.

(d) No animal, livestock or fowl, other than a domestic cat or dog (not to exceed the

size set out from time to time in the Rules and Regulations) or a caged bird or other household pet as defined by the Rules and Regulations shall be kept or allowed in any Unit. No pet that is deemed by the Board or the Manager, in its absolute discretion, to be a nuisance shall be kept by any owner, tenant or other occupant of any Unit. Such owner, tenant or other occupant shall, within two (2) weeks of receipt of written notice from the Board or the Manager requesting the removal of such pet, permanently remove such pet from the property. No breeding of pets for sale shall be carried on in or around any Unit.

(e) Where an owner of a Unit fails to contribute his proportionate share of common expense contributions for any one or more of such Units and a claim for and notice of lien is filed against title to the Unit in the unit register, the owner, any mortgagee of the Units, or any person claiming through either of them shall not be entitled to a discharge of the lien against any of the Units unless and until the outstanding contributions toward common expenses (including interest and collection costs) have been paid to the Corporation in respect of each of the Units.

(f) The Declarant or its Associates may use Units as customer service suites, as model suites and/or sales office for sales purposes or as a project office in connection with Units constructed or to be constructed on the Lands or for sales of the units other condominium by the Declarant or its Associates or for any purpose desired by the Declarant or its Associates.

(g) All shades or other window coverings in Dwelling Units shall be white or off white on the outside and all draperies shall be lined in white or off white to present a uniform appearance to the exterior of the buildings. Other than the kitchen, bathrooms and foyer, all flooring must be either carpeted or covered with engineered hardwood flooring or laminate flooring in each case with under padding.

(h) No exterior aerial, antennae or satellite dish shall be placed on any Unit, unless the Board consents in writing to the said antennae, aerial or satellite dish, which consent may be arbitrarily withheld.

(i) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or the outside of any Unit, except for the signs marketing the condominium or the future projects of the Declarant and/or its Associates.

(j) Each Parking Unit and the parking portion of a Parking/Storage Unit shall be used and occupied only for the parking of one motor vehicle as may be from time to

time defined in the Rules of the Corporation. Each Owner shall maintain his Parking Unit and Parking/Storage Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of the Parking Units and Parking/Storage Units.

(k) The Declarant and it Associates, at their option, shall have the right to use and allow their sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Units which right shall continue until such time as all the Units in the Corporation have been sold by the Declarant.

(l) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of certain of the Parking Units and/or Parking/Storage Units, Storage Units, the Board may, from time to time, designate the said Parking Units, Parking/Storage Units or Storage Units for alternate uses, provided that such alteration of use is in accordance with the requirements and the By-laws of the Municipality and approved by the requisite number of Owners at a meeting duly called for that purpose.

(m) No Parking Unit, Parking/Storage Unit, Storage Unit or Roof Top Terrace Unit shall be transferred, licensed, leased, or otherwise conveyed other than to an Owner of a Dwelling Unit or to the Corporation, the Declarant or its Associate provided, however, Parking Units, Parking/Storage Unit, Storage Units or Roof Top Terrace Units may be leased to tenants in actual occupation of Dwelling Units in this condominium, subject to subparagraph (4) of Article IV of the Declaration. Other than for the Declarant, any transfer, mortgage or charge of an owners last Dwelling Unit must also include in the charge any Parking Unit, Parking/Storage Units, Storage Unit and Roof Top Terrace Unit owned by that Dwelling Unit owner.

(n) Any instrument or other document purporting to effect a sale, transfer, assignment, charge or other conveyance of any Parking Unit, Parking/Storage Unit, Storage Unit or Roof Top Terrace Unit, in contravention of any of the foregoing provisions of this section, shall be null and void and of no force or effect whatsoever.

(o) The Declarant and its Associates may use one or more of the Units retained by the Declarant as customer service suites, model suites and/or sales office for sales purposes or as a project office in connection with Units constructed or to be constructed on the Lands or for sales or lease of the units in any other project by the Declarant or its Associates.

(p) Each Storage Unit and the storage portion of a Parking/Storage Unit may only be used for the storage of bicycles or storage of other non-combustible materials which shall not constitute a danger or nuisance to the residents of the Corporation, the Units and Common Elements.

(q) If any Parking Units are designated for the handicapped (hereinafter, the "Handicapped Parking Unit(s)" then these Handicapped Parking Units shall be subject to the following:

(i) In the event that a disabled driver, as defined in the regulations promulgated pursuant to the Highway Traffic Act R.S.O. 1990 c. H.8, including a driver whose licence plate incorporates the international symbol for the disabled, purchases or leases a Dwelling Unit and a Parking Unit which is not designated for the handicapped, the owner or any person occupying a Handicapped Parking Unit shall (if not handicapped) upon notice from the Corporation and at the request of the disabled driver, exchange the right to occupy the Handicapped Parking Unit with the disabled driver for the parking unit which was purchased or leased by the disabled driver.

(ii) When a disabled driver requests an exchange of occupancy rights for a Handicapped Parking Unit, the Corporation shall forthwith notify the owner of and any person occupying the Handicapped Parking Unit and the owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice if neither the owner or the occupant of the Handicapped Paring Unit is handicapped.

(iii) 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.

(r) each Guest Suite Unit shall only be used by the owners and tenants of the Dwelling Units in this Condominium for receptions or to provide accommodations for their guests and by the Declarant or its Associates for reception and promotional purposes. A charge for renting a guest suite to cover the service cleaning charge and the mortgage payments, or a portion thereof, will have to be paid, in advance, for occupancy thereof or for use by the Declarant, in accordance with the rules and regulations passed by the Board from time to time in connection therewith. The charge to the Declarant or its Associates shall not be more than the charge to the Dwelling Unit owners for use of the Guest Suite Units. The use of the guest suites shall be subject to the terms and provisions of

all applicable municipal by-laws and regulations and shall also be governed by the Rules of the Corporation in force from time to time. Provided that if the mortgage on the Guest Suite Units given by the Corporation on the purchase of the Guest Suite Units goes into default and the mortgagee exercises its foreclosure, power of sale or other remedies, then the restrictions of use of the Guest Suite Units set out in this subparagraph (r) shall cease to apply and the Guest Suite Units shall thereafter be deemed to be Dwelling Units and shall only have the same restrictions on use as are applicable to Dwelling Units herein.

(s) Each Roof Top Terrace Unit may only be used for outdoor Barbequing and lounging. Only gas barbeques are allowed on a Roof Top Terrace Unit. No charcoal, propane or any other combustible materials are allowed on a Roof Top Terrace Unit. Any furniture place in a Roof Top Terrace Unit must be secured and must not create a potential hazard in the opinion of the Manager. No permanent structure may be placed on a Roof Top Terrace Unit. The Board may from time to time, pass Rules in connection with the use of the Roof Top Terrace Units, including a limitation on the number of occupants of a Roof Top Terrace Unit.

(t) The Declarant, without consent of the Board, or any other owner of a Roof Top Terrace Unit, with the consent of the Board, which consent may not be unreasonably withheld, may enter upon a Roof Top Terrace Unit owned by such person and the common element areas associated therewith and install thereon, as a permanent attachment, a staircase joining the exclusive use balcony from the penthouse below to the Roof Top Terrace Unit. In the event that such stairs are installed by the Declarant, the ownership of the Roof Top Terrace Unit shall at all times be transferred to the same owner as the penthouse attached thereto by stairs and any transfer in contravention thereof shall be null and void. Any such staircase shall be installed in accordance with the building code and only upon obtaining a building permit from the applicable authorities.

(v) The owner of a Roof Top Terrace Unit shall be responsible for keeping any outdoor stairs in a clean and safe condition, free from snow and ice buildup. No owner of a Roof Top Terrace Unit shall be permitted to use the outdoor stairs in inclement weather conditions.

(2) Rights of Entry to the Unit

(a) The Corporation, or any insurer of the property or any part thereof, their respective agents, or any other persons 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 purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, and confirming compliance with the municipal requirements.

(b) In case of an emergency, an agent, employee or authorized representative of the Corporation may enter a unit at any time and without notice for the purpose of repairing the unit, common elements and any part of the common elements of 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 or any assets of the Corporation. The Corporation or anyone authorized by it may determine whether an emergency exists.

(c) If an owner, resident, or tenant of a unit, 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 for any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.

(d) The Corporation shall retain a key to all locks to each unit and exclusive use areas. No owner, resident, or tenant shall change any lock or place any additional locks on the doors to any unit or in the unit or to the garage or to any part of the common elements of which such owner, resident or tenant has the exclusive use without immediately providing to the Corporation a key for each new or changed lock.

(e) The rights and authority hereby reserved to the Corporation, any insurer, or their respective agents, employees or authorized representatives do not impose upon them any responsibility or liability whatsoever for the care or supervision of any unit except as specifically provided in this Declaration or the by-laws.

ARTICLE IV
LEASING OF UNITS

(1) Notification of Lease -

Other than for the Declarant or such third parties who have received consent for the short or long term lease of Dwelling Units pursuant to Article III, Section 1(a) hereof:

(a) Where the owner of a unit leases his unit, the owner shall notify the Corporation that the unit is leased and shall provide to the Corporation the lessee's name and the owner's address.

(b) In addition, no owner shall lease his unit unless he delivers to the Corporation a covenant or agreement signed by the tenant, to the following effect:

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

(2) Tenant's Liability - No tenant shall be liable for the payment of common expenses unless notified in writing by the Corporation that the owner is in default of payment of common expenses, and requiring said tenant to pay to it an amount equal to the defaulted payment, in which case the tenant shall deduct from the rent otherwise payable to the owner, an amount equal to the defaulted payment, and shall pay same to the Corporation.

(3) Owner's Liability - Any owner leasing his unit shall not be relieved thereby from any of his obligations with respect to the unit, which obligations shall be joint and several with his tenant.

(4) Term - The term of a lease of a Parking Unit, Parking/Storage Unit, Storage Unit and/or Roof Top Terrace Unit shall terminate immediately upon the tenant ceasing to reside in the Corporation.

ARTICLE V
COMMON ELEMENTS

(1) General Use

Each owner may make reasonable use of and has the right to enjoy the whole or any part of the common elements, subject to any condition or restrictions set out in the Act, the Declaration, the Corporation's by-laws (the "By-laws") the rules and regulations. However, no condition shall be permitted to exist, and no activity shall be carried on in the common elements that is likely to damage the property or that will unreasonably interfere with the use or enjoyment, by other unit owners, of the common elements and the other units, or that results in the cancellation of any policy of insurance referred to in the declaration.

No owner shall make any change or alteration to or installation upon common elements, or maintain, decorate, alter or repair any part of the common elements save as allowed hereunder and except for maintaining those parts of the common elements which he has a duty to maintain, without obtaining the approval of the Corporation in writing in accordance with the Act.

Notwithstanding anything herein to the contrary and notwithstanding any rules and regulations or By-laws of the Corporation 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 Dwelling Units pursuant to the Declarant's ongoing marketing and/or sales program in respect of the within Condominium or any other condominium being built by the Declarant or its Associates, at such location and having such dimensions as the Declarant or its Associates may determine in their sole discretion. The Declarant shall be entitled to enter upon the common elements during business hours for the purpose of photographing and/or videotaping said common elements for marketing and/or sales purposes.

The Declarant and its Associates have the right to use any of the common elements and amenities of the Condominium, including the meeting rooms, from time to time, without charge therefor, both before and after registration of the Condominium.

(2) Exclusive use of parts of Common Elements

Subject to compliance with the Act, the Declaration, By-laws and rules and regulations passed pursuant to the Act, the owners of certain units shall have the exclusive use of those parts of the common elements as set out in Schedule "F" attached hereto.

No exterior aerial antennae or satellite dish shall be placed on any part of the common elements, whether exclusive use or otherwise, unless the Board consents in writing to the said antennae, aerial or satellite dish, which consent may be arbitrarily withheld.

Roof Top Terrace exclusive use areas may only be used for outdoor Barbequing and lounging. Only gas barbeques are allowed on a Roof Top Terrace. No charcoal, propane or any other combustible materials are allowed on a Roof Top Terrace. Any furniture place in a Roof Top Terrace must be secured and must not create a potential hazard in the opinion of the Manager. No permanent structure may be placed on a Roof Top Terrace. The Board may from time to time, pass Rules in connection with the use of the Roof Top Terraces, including a limitation on the number of occupants of a Roof Top Terrace.

The Declarant, without consent of the Board, may enter upon an exclusive use Roof Top Terrace and install thereon, as a permanent attachment, a staircase joining the

exclusive use balcony from the Unit below to the exclusive use Roof Top Terrace belonging to such Unit. Any such staircase shall be installed in accordance with the building code and only upon obtaining a building permit from the applicable authorities.

The owner of a Unit having exclusive use of a Roof Top Terrace shall be responsible for keeping any outdoor stairs in a clean and safe condition, free from snow and ice buildup. No owner of a Unit having exclusive use of a Roof Top Terrace shall be permitted to use the outdoor stairs in inclement weather conditions.

(3) Restrictive Access

Without the consent in writing of the board, no owner shall have any right of access to those parts of the common elements used from time to time as utilities areas, manager's offices, operations machinery, or operation of the property, and without the consent in writing of the board, no owner shall have the right of access to the residence and parking spaces used from time to time by any building staff. Provided, however, that this paragraph shall not apply to first mortgagees holding mortgages on at least ten percent (10%) of the units, who shall have the right of access for inspection upon forty-eight (48) hours' notice to the building manager.

(4) Additions, Alterations and Improvements

(a) No alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge or erection of any kind whatsoever (the "Work") shall be performed, done, erected or planted within or in relation to the common elements, (including any part thereof over which any owner has the exclusive use), except by the Corporation or with its prior written consent or as permitted by the By-laws or rules and regulations.

(b) The Corporation shall have access at all reasonable times to any part of the common elements over which any owner has the exclusive use in order to do the Work.

(5) Pets

No animal, livestock or fowl other than a cat or dog (not to exceed the size set out from time to time in the Rules and Regulations) or other household pet as defined by the Rules or the Board shall be permitted upon the common elements, including those parts thereof of which any owner has the exclusive use. When on the common elements, all pets must be under leash. No pet that is deemed by the board or the Manager, in its absolute discretion to be a nuisance shall be permitted by any owner upon the common elements. Such owner shall, within two (2) weeks of receipt of a written notice from the board or Manager requesting removal of such pet,

permanently remove such pet from the property.

ARTICLE VI

MAINTENANCE AND REPAIRS

(1) Each owner shall maintain his unit and exclusive use common element areas and, subject to the provisions of the Declaration and Section 123 of the Act, each owner shall repair his units after damage, all at his own expense. Each owner shall be responsible for damage to any unit or to the common elements caused by the failure of the owner to so maintain and repair his unit.

The membrane and patio stones on the exclusive use Roof Top Terraces and the Roof Top Terrace Units shall only be maintained by the Corporation.

Each owner having the right to use an exclusive use Roof Top Terrace shall forthwith reimburse the Corporation for repairs to the membrane and to any patio stones on such exclusive use Roof Top Terrace.

(2) The Corporation shall repair and maintain the common elements and shall repair and maintain all doors which provide the means of ingress to and egress from a unit, and all windows, save and except for maintenance of interior surfaces of windows and doors providing ingress to and egress from a unit, all at its owner's expense, whether such doors and windows are part of a unit or are part of the common elements.

Each owner from time to time shall forthwith reimburse the Corporation for repairs to windows and doors serving his unit, and to exclusive common element areas, and for repairs to any part of the common elements caused by his negligence or intentional misconduct or that of his servants, agents, tenants, members of his family or guests.

Each owner from time to time of a Roof Top Terrace Unit shall forthwith reimburse the Corporation for repairs to the membrane and to any patio stones.

(3) The Corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time, after written notice is given to such owner by the Corporation, In such event, an owner shall be deemed to have consented to having repairs done to his units by the Corporation. The owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs and all such costs shall bear interest at the rate of twenty-four percent (24%) per annum until paid by the owner. The Corporation may collect such costs in such installments as the board may decide upon, which installments shall be added to the monthly contributions towards the common expenses of such owner after the receipt of a written

notice from the Corporation thereof, and shall be treated in all respects as common expenses, and recoverable as such.

(4) The Corporation shall maintain and repair the heating, air conditioning and ventilation equipment including thermostatic controls, notwithstanding that such equipment has been installed for the sole benefit of a unit, such maintenance to include regularly scheduled inspections of all such equipment, the timing and frequency of such inspection to be determined by and under the direction of the board. Such periodic maintenance shall not include the cleaning and replacement of air filters or humidifier equipment, if any, which shall be the responsibility of the unit owner. The unit owner shall be liable for any damage or malfunction of such equipment caused by his failure to carry out the periodic cleaning and replacement of air filters and humidifier equipment, including humidifier water control setting, or otherwise by the act or omission of the unit owner, or his servants, agents, tenants, members of his family or guests. No owner shall make any change, alteration or addition in or to such equipment without the prior consent of the board.

ARTICLE VII
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, namely:

(a) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any Unit Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant to construct, complete, maintain and repair the project.

(b) 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 or its Associates ability to utilize portions of the common elements of this Condominium for its marketing/sale/construction programs in connection with the Condominium or any other projects, as more particularly set out in the foregoing provisions of this declaration.

(c) To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreements as well enter into a formal assumption agreement with the Town of Richmond Hill or other Governmental Authorities relating thereto, if so required by the Town of Richmond Hill or other Governmental Authorities.

(d) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of The Professional Engineers Act R.S.O. 1990, as amended, or alternatively a certificate of practice within the meaning of The Architects Act R.S.O. 1990, as amended) to conduct a performance audit of the common elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (hereinafter referred to as the "Performance Audit") at any time between the 6th month and the 10th month following the registration of this declaration, then the Corporation shall have a duty to:

i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "Performance Auditor") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and

ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);

for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the 11th month following the registration of this declaration and the corresponding completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the board of directors and the Ontario New Home Warranty Program pursuant to section 44(9) of the Act;

(e) To take all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the owner has defaulted in the payment of common expenses.

(f) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable television operators, over, under, 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 each of the units in the Condominium and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or cable television suppliers pertaining to the provision of their services to the Condominium and for such purposes shall enact such by-laws or resolutions as may by required to sanction the foregoing.

(g) To take all actions reasonably necessary as may be required to fulfill and carry out any of the Corporation's duties and obligations pursuant to this Declaration and/or the By-Laws of the Corporation

(h) to accept a conveyance from the Declarant of any Parking, Parking/Storage and/or Storage Units that the Declarant desires to convey, from time to time, to the Corporation and to register the same in the appropriate Land Registry Office; and

(i) to purchase from the Declarant for the Guest Suite Units on the following terms:

(i) purchase price to be market value as determined by the Declarant in its sole, unfettered and arbitrary discretion but not less than $255.00 per square foot (based on the Declarant's surveyor's area certificate) exclusive of any applicable goods and services tax, with a take back first mortgage (the "Mortgage") for the full purchase price to be registered on title and to be repayable on the following terms and conditions:

(ii) commencing on the registration of the Condominium the Mortgage shall bear interest at a rate to be set by the Declarant not to exceed ten (10%) percent per annum, calculated semi-annually, not in advance; shall have a term and amortization of ten (10) years following the first payment date and shall be repaid in monthly instalments with the first payment to commence thirteen (13) months after the registration of the condominium;

(iii) The Mortgage shall be fully open and may be prepaid in full or in part without notice or bonus and shall be fully assignable by the mortgagee, The Mortgage will also provide that upon default, the mortgagee can collect all rent and other payments for use of the guest suite units and can obtain vacant possession of the Guest Suite Units if required. The mortgagee will also be entitled to exercise any other default remedies including foreclosure, power of sale and enforcement of the covenant to pay against the Condominium Corporation.

ARTICLE VIII
INSURANCE

(1) Insurance Maintained by the Corporation

(a) Fire and Extended Risks

The Corporation shall obtain and maintain insurance against damage by fire and major perils as defined in the Act, and insurance against such other perils or events as the board may from time to time deem advisable, in respect of its obligation to repair or arising in respect of the unit owners' interests in the units and common elements, and in respect of the unit owners' obligation to repair any damage to:

(i) the common elements;

(ii) personal property owned by the Corporation, excluding furnishings, furniture and other personal property supplied or installed by the unit owners; and

(iii) the units, except for any improvements or betterments made or acquired by the unit owners;

in an amount equal to the full replacement cost of such real and personal property and such units, without deduction for depreciation. This insurance may be subject to a loss deductible clause, which may vary in respect of the various perils insured against as advised is prudent by the Corporation's insurance advisors or managing agent.

(b) Public Liability and Boiler Insurance

The Corporation shall obtain and maintain public liability and property damage insurance, with limits to be determined by the board, insuring the Corporation against liability resulting from breach of duty as occupier of the common elements, or arising from the ownership, use or operation, by or on its behalf, of boilers, machinery, pressure vessels and motor vehicles.

(c) General Provisions re: Policies of Insurance

Such policy or policies of insurance will insure the interest of the Corporation and the unit owners from time to time, as their respective interests may appear, with mortgage endorsements which shall be subject to the provisions of this declaration and the insurance trust agreement, and shall contain the following provisions:

(i) proceeds arising from any loss shall be payable to the Insurance Trustee, save and except that when the amount receivable from the insurer for any loss arising out of any one occurrence does not exceed one hundred

thousand dollars ($100,000.00) the proceeds of such loss shall be payable to the Corporation and not to the Insurance Trustee;

(ii) waivers of subrogation against the Corporation, its managers, agents, employees and servants, and against the owners, and any resident, tenants, invitee or licencee of a unit, except for damage arising out of arson, fraud or willful destruction caused by any one of the above;

(iii) such policy or policies of insurance shall not be canceled or substantially modified without at least sixty (60) days written notice sent by registered mail to all parties whose interests appear thereon, and to the Insurance Trustee, and to any first mortgagee who has charges on more than twenty-five percent (25%) of the units;

(iv) waivers of any defence based on co-insurance or on any invalidity arising from any act, or omission, or breach of a statutory condition, by any insured;

(v) provisions that the same shall be primary insurance in respect of any other insurance carried by the unit owners; and

(vi) waiver of insurer's option to repair, rebuild or replace in the event that after damage, the government of the property is terminated pursuant to the Act, which provisions shall not be required to be contained in the Corporation's liability and property damage policy referred to in Section 1(b) above.

(2) General Provisions Regarding the Condominium Insurance

(a) Prior to obtaining any policy or policies of insurance under this part, save for the Corporation's liability and property damage policy referred to in Section 1(b) above, or any renewal or renewals thereof, or at such other times as the board may deem advisable, and also upon the request of the mortgagee or mortgagees holding mortgages on fifty percent (50%) or more of the units, the board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant thereto, and the cost of such appraisal shall be a common expense, provided that during the first two (2) years following registration, the replacement value shall be deemed to be the sale price of the units subject to CPI increases through the period less land value and no

appraisal shall be required during this period unless otherwise determined by the board.

(b) The Corporation, its board, and its officers shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided however that the board may, in writing, authorize an owner to adjust any loss to his unit.

(c) Every mortgagee shall be deemed to have agreed to waive any right to have the proceeds of any insurance applied on account of the mortgage. This subparagraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote, or to consent to matters at meetings of owners, if the mortgage itself contains such a provision, and also the right of any mortgagee to receive the proceeds of any insurance if the property is not repaired or replaced.

(d) A certificate of memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner and mortgagee who has notified the Corporation of his interest in any unit. Renewal certificates or certificates of new insurance policies shall be furnished to each mortgagee who has notified the Corporation of his interest in any unit, no later than ten (10) days before the expiry of any current insurance policy. The master policies for the insurance coverage maintained by the Corporation shall be kept by the Corporation in its offices, available for inspection by any owner or mortgagee or other insured, or by the insurance trustee on reasonable notice to the Corporation.

(e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that the loss shall be payable in any manner other than as provided for in this declaration.

such insurance shall not indemnify them against liabilities incurred as a result of contravention of Section 37(1)(a) of the Act.

(4) It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

(a) Insurance on any additions or improvements made by an owner to his unit and on furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within this units, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage. Such policy or policies of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees, and servants, and against the other unit owners and any residents, tenants, invitees or licencees of such other units except for any damage arising from vehicle impact, arson or fraud caused or contributed to by any of the above.

(b) Public liability insurance covering any liability of any owner or any resident, tenant, invitee or licencee of his unit, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

(c) Insurance covering additional living expenses incurred by an owner if forced to leave his Dwelling Unit.

(d) Insurance covering special assessments levied against an owner's unit by the Corporation.

(5) Indemnification by Owners

Each owner shall indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer or incur resulting from or

caused by any act or omission of such owner, or any resident, tenant, invitee or licencee of his unit, to the common elements or to any unit, except for any loss, costs, damage, injury or liability insured against by the Corporation. Each owner shall also indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer by reason of the breach of any rules or regulations in force from time to time by any owner, his family, his employee, guests or occupants of his unit.

(6) Insurance Trust Agreement

In the event of a loss or occurrence causing damage to the building in excess of $100,000.00, the Corporation shall enter into an Insurance Trust Agreement with a trust company registered under The Loan and Trust Corporations Act, or a chartered bank or other firm qualified to act as an insurance trustee. Such agreement shall provide that the trustee shall hold all insurance proceeds that are subject to the terms of the Insurance Trust Agreement, in trust and disburse the proceeds in satisfaction of the Corporation's owners respective obligations to repair, in accordance with the provisions of the Act and this Declaration.

ARTICLE IX
MISCELLANEOUS

(1) 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 other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

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

(3) Construction of Declaration - This Declaration shall be read with all changes of number and gender required by the context.

(4) Headings - The headings in the body of this Declaration form no part of the Declaration but have been inserted for convenience of reference only.

DATED at Toronto this 6 day of February, 2006

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

1544431 ONTARIO INC.

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SCHEDULE "A"

In the Town of Richmond Hill, Regional Municipality of York, Province of Ontario, being composed of Part of Lot 53, Concession 1, East of Yonge Street, (formerly in the Township of Markham, County of York), designated as PARTS 3 and 5 on Reference Plan 65R-15289, save and except PARTS 1, 2 and 3 on Plan 65R-15527, hereinafter referred to as the "Condominium Lands".

SUBJECT TO an easement in favour of Rogers Cable Communications Inc. over the "Condominium Lands" as set out in Instrument YR 580905.

SUBJECT TO an easement in favour of Richmond Hill Hydro Electric Commission over part of said Lot 53, Concession 1, E.Y.S. designated as PART 3 on Plan 65R-15289 as set out in Instrument R550417.

TOGETHER WITH an easement and right-of-way in favour of the owners of part of Lot 53, Concession 1, .E.Y.S., designated as PART 5 on Plan 65R-15289, save and except PARTS 1 and 3 on Plan 65R-15527 , over part of Lots 53, Concession 1,East of Yonge Street, designated as PART 5 on Plan 65R-15847 as set out in Instrument LT848620.

TOGETHER WITH an easement and right-of-way in favour of the owners of part of Lot 53, Concession 1, E.Y.S., designated as PART 5 on Plan 65R-15289, save and except PARTS 1 and 3 on Plan 65R-15527, over part of Lot 53, Concession 1, East of Yonge Street, designated as PARTS 1, 2, 3, 4, 5 and 6 on Plan 65R-15847 as set out in Instrument LT848620.

Being all of P.I.N. 03191 – 0345 (LT).

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

Messrs. Meyer, Wassenaar & Banach, LLP.
Barristers and Solicitors and duly authorized
Agents for **1544431 ONTARIO INC.**

Per: _____
Gary Goldfarb

January 31, 2006
Ref: 1971-0.SCA

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Form 1
Condominium Act, 1998
CONSENT
(SCHEDULE B TO DECLARATION)
(under clause 7 (2) (b) of the *Condominium Act, 1998*)

1. We The Guarantee COMPANY of North America have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number YR574296 in the Land Registry Office for the Land Titles Division of York Region (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.

Dated this 1st day of February, 2006.

THE GUARANTEE COMPANY
OF NORTH AMERICA

Per: _____
Name: PAMELA MARTIN
Title: SR. SURETY UNDERWRITER

Per: _____
Name: Richard Longland
Title: Vice President, Surety
Central & Atlantic Region

I/We have authority to bind the Corporation.

Form 1
Condominium Act, 1998
CONSENT
(SCHEDULE B TO DECLARATION)
(under clause 7 (2) (b) of the *Condominium Act, 1998*)

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1. We Royal Bank of Canada have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number YR572354 in the Land Registry Office for the Land Titles Division of York Region (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.

Dated this 1st day of February, 2006.

ROYAL BANK OF CANADA

Per: _____
Name:
Title: M.D. (Mark) Eaton
Senior Account Manager

Per: _____
Name:
Title: J.S. RUSSELL
SENIOR ACCOUNT MANAGER

I/We have authority to bind the Corporation.

SCHEDULE "C"

Each Residential Unit, Guest Suite Unit, Parking Unit, Combined Parking/Storage Unit, Storage Unit and Roof Top Terrace Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 and 2 of the Descriptions with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below and are illustrated on Part 1, Sheets 1 and 2 of the Description and all dimensions shall have reference to them.

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

1. **BOUNDARIES OF THE RESIDENTIAL UNITS**

(being Units 1 to 21 inclusive on Level 1, Units 1 to 23 inclusive on Levels 2 to 6 inclusive, Units 1 to 16 inclusive on Level 7 and Units 1 to 4 inclusive on Level 8).

2. **BOUNDARIES OF THE GUEST SUITE UNIT**

(being Units 22 and 23 on Level 1).

a) Each Residential Unit and Guest Suite Unit shall be bounded vertically by one or a combination of the following:

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

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

iii) the unit side surface and plane of the acrylic skylight and frames, where applicable for Unit 2 on Level 7 and Unit 5 on Level 8.

b) Each Residential Unit and Guest Suite 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, pipe spaces and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

iv) the vertical plane established by the centreline of the demising wall and the production thereof for Units 2, 3 and 4 on Level 7.

3 a). **BOUNDARIES OF THE PARKING UNITS**

(being Units 1 to 58 inclusive and Units 67 to 187 inclusive on Level A).

3 b). **BOUNDARIES OF THE COMBINED PARKING/STORAGE UNITS**

(being Units 59 to 66 inclusive on Level A).

a) Each Parking Unit and Combined Parking/Storage Unit shall be bounded vertically by one or a combination of:

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.

iii) the lower surface and plane of the concrete ceiling slab.

iv) the lower surface and plane of the steel wire mesh on the ceiling.

b) Each Parking Unit and Combined Parking/Storage 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 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.

viii) the backside surface and plane of the drywall sheathing and/or the production thereof.

ix) the vertical plane established by the unit side surface of the concrete curb and production.

x) the unit side surface and plane of the steel wire mesh and frame.

4. **BOUNDARIES OF THE STORAGE UNITS**

(being Units 188 to 349 inclusive on Level A).

a) Each Storage 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 steel wire mesh on the ceiling.

b) Each Storage 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.

5. **BOUNDARIES OF ROOF TOP TERRACE UNITS**

(being Units 5, 6, 7, 8 and 9 on Level 8).

a) The Roof Top Terrace Unit shall be bounded vertically by:

i) no upper limit.

ii) the upper surface and plane of the concrete patio slabs on the roof and production thereof. (Above the roof membrane)

b) The Roof Top Terrace Unit shall be bounded horizontally by one or a combination of:

i) the vertical plane established by measurement.

ii) The vertical plane established by the Unit side surface of the metal railing and/or the production thereof.

iii) the vertical plane established by measurement and perpendicular to the concrete wall and/or board fence as illustrated on Sheet 1 of Part 2 of the Description.

iv) the vertical plane established by connecting structural members.

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 the Plan of Survey on Part 1, Sheets 1 and 2 of the Description.

Dec. 27, 2005
Dated

Raymond J. Visser,
Ontario Land Surveyor

Reference is made specifically to section 1(5) of the Declaration itself, in order to determine the maintenance and repair responsibilities for any Unit and whether specific physical components (such as any wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

SCHEDULE D

MUNICIPAL NO.	BUILDING	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNIT		A	1	0.05667
PARKING UNIT		A	2	0.05667
PARKING UNIT		A	3	0.05667
PARKING UNIT		A	4	0.05667
PARKING UNIT		A	5	0.05667
PARKING UNIT		A	6	0.05667
PARKING UNIT		A	7	0.05667
PARKING UNIT		A	8	0.05667
PARKING UNIT		A	9	0.05667
PARKING UNIT		A	10	0.05667
PARKING UNIT		A	11	0.05667
PARKING UNIT		A	12	0.05667
PARKING UNIT		A	13	0.05667
PARKING UNIT		A	14	0.05667
PARKING UNIT		A	15	0.05667
PARKING UNIT		A	16	0.05667
PARKING UNIT		A	17	0.05667
PARKING UNIT		A	18	0.05667
PARKING UNIT		A	19	0.05667
PARKING UNIT		A	20	0.05667
PARKING UNIT		A	21	0.05667
PARKING UNIT		A	22	0.05667
PARKING UNIT		A	23	0.05667
PARKING UNIT		A	24	0.05667
PARKING UNIT		A	25	0.05667
PARKING UNIT		A	26	0.05667
PARKING UNIT		A	27	0.05667
PARKING UNIT		A	28	0.05667
PARKING UNIT		A	29	0.05667
PARKING UNIT		A	30	0.05667
PARKING UNIT		A	31	0.05667
PARKING UNIT		A	32	0.05667
PARKING UNIT		A	33	0.05667
PARKING UNIT		A	34	0.05667
PARKING UNIT		A	35	0.05667
PARKING UNIT		A	36	0.05667
PARKING UNIT		A	37	0.05667
PARKING UNIT		A	38	0.05667
PARKING UNIT		A	39	0.05667
PARKING UNIT		A	40	0.05667
PARKING UNIT		A	41	0.05667
PARKING UNIT		A	42	0.05667
PARKING UNIT		A	43	0.05667
PARKING UNIT		A	44	0.05667
PARKING UNIT		A	45	0.05667
PARKING UNIT		A	46	0.05667
PARKING UNIT		A	47	0.05667
PARKING UNIT		A	48	0.05667
PARKING UNIT		A	49	0.05667
PARKING UNIT		A	50	0.05667
PARKING UNIT		A	51	0.05667
PARKING UNIT		A	52	0.05667
PARKING UNIT		A	53	0.05667
PARKING UNIT		A	54	0.05667

SCHEDULE D

MUNICIPAL NO.	BUILDING	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNIT		A	55	0.05667
PARKING UNIT		A	56	0.05667
PARKING UNIT		A	57	0.05667
PARKING UNIT		A	58	0.05667
PARKING/STORAGE UNIT		A	59	0.07417
PARKING/STORAGE UNIT		A	60	0.07417
PARKING/STORAGE UNIT		A	61	0.07417
PARKING/STORAGE UNIT		A	62	0.07417
PARKING/STORAGE UNIT		A	63	0.07417
PARKING/STORAGE UNIT		A	64	0.07417
PARKING/STORAGE UNIT		A	65	0.07417
PARKING/STORAGE UNIT		A	66	0.07417
PARKING UNIT		A	67	0.05667
PARKING UNIT		A	68	0.05667
PARKING UNIT		A	69	0.05667
PARKING UNIT		A	70	0.05667
PARKING UNIT		A	71	0.05667
PARKING UNIT		A	72	0.05667
PARKING UNIT		A	73	0.05667
PARKING UNIT		A	74	0.05667
PARKING UNIT		A	75	0.05667
PARKING UNIT		A	76	0.05667
PARKING UNIT		A	77	0.05667
PARKING UNIT		A	78	0.05667
PARKING UNIT		A	79	0.05667
PARKING UNIT		A	80	0.05667
PARKING UNIT		A	81	0.05667
PARKING UNIT		A	82	0.05667
PARKING UNIT		A	83	0.05667
PARKING UNIT		A	84	0.05667
PARKING UNIT		A	85	0.05667
PARKING UNIT		A	86	0.05667
PARKING UNIT		A	87	0.05667
PARKING UNIT		A	88	0.05667
PARKING UNIT		A	89	0.05667
PARKING UNIT		A	90	0.05667
PARKING UNIT		A	91	0.05667
PARKING UNIT		A	92	0.05667
PARKING UNIT		A	93	0.05667
PARKING UNIT		A	94	0.05667
PARKING UNIT		A	95	0.05667
PARKING UNIT		A	96	0.05667
PARKING UNIT		A	97	0.05667
PARKING UNIT		A	98	0.05667
PARKING UNIT		A	99	0.05667
PARKING UNIT		A	100	0.05667
PARKING UNIT		A	101	0.05667
PARKING UNIT		A	102	0.05667
PARKING UNIT		A	103	0.05667
PARKING UNIT		A	104	0.05667
PARKING UNIT		A	105	0.05667
PARKING UNIT		A	106	0.05667
PARKING UNIT		A	107	0.05667
PARKING UNIT		A	108	0.05667

SCHEDULE D

MUNICIPAL NO.	BUILDING	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNIT		A	109	0.05667
PARKING UNIT		A	110	0.05667
PARKING UNIT		A	111	0.05667
PARKING UNIT		A	112	0.05667
PARKING UNIT		A	113	0.05667
PARKING UNIT		A	114	0.05667
PARKING UNIT		A	115	0.05667
PARKING UNIT		A	116	0.05667
PARKING UNIT		A	117	0.05667
PARKING UNIT		A	118	0.05667
PARKING UNIT		A	119	0.05667
PARKING UNIT		A	120	0.05667
PARKING UNIT		A	121	0.05667
PARKING UNIT		A	122	0.05667
PARKING UNIT		A	123	0.05667
PARKING UNIT		A	124	0.05667
PARKING UNIT		A	125	0.05667
PARKING UNIT		A	126	0.05667
PARKING UNIT		A	127	0.05667
PARKING UNIT		A	128	0.05667
PARKING UNIT		A	129	0.05667
PARKING UNIT		A	130	0.05667
PARKING UNIT		A	131	0.05667
PARKING UNIT		A	132	0.05667
PARKING UNIT		A	133	0.05667
PARKING UNIT		A	134	0.05667
PARKING UNIT		A	135	0.05667
PARKING UNIT		A	136	0.05667
PARKING UNIT		A	137	0.05667
PARKING UNIT		A	138	0.05667
PARKING UNIT		A	139	0.05667
PARKING UNIT		A	140	0.05667
PARKING UNIT		A	141	0.05667
PARKING UNIT		A	142	0.05667
PARKING UNIT		A	143	0.05667
PARKING UNIT		A	144	0.05667
PARKING UNIT		A	145	0.05667
PARKING UNIT		A	146	0.05667
PARKING UNIT		A	147	0.05667
PARKING UNIT		A	148	0.05667
PARKING UNIT		A	149	0.05667
PARKING UNIT		A	150	0.05667
PARKING UNIT		A	151	0.05667
PARKING UNIT		A	152	0.05667
PARKING UNIT		A	153	0.05667
PARKING UNIT		A	154	0.05667
PARKING UNIT		A	155	0.05667
PARKING UNIT		A	156	0.05667
PARKING UNIT		A	157	0.05667
PARKING UNIT		A	158	0.05667
PARKING UNIT		A	159	0.05667
PARKING UNIT		A	160	0.05667
PARKING UNIT		A	161	0.05667
PARKING UNIT		A	162	0.05667

SCHEDULE D

MUNICIPAL NO.	BUILDING	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNIT		A	163	0.05667
PARKING UNIT		A	164	0.05667
PARKING UNIT		A	165	0.05667
PARKING UNIT		A	166	0.05667
PARKING UNIT		A	167	0.05667
PARKING UNIT		A	168	0.05667
PARKING UNIT		A	169	0.05667
PARKING UNIT		A	170	0.05667
PARKING UNIT		A	171	0.05667
PARKING UNIT		A	172	0.05667
PARKING UNIT		A	173	0.05667
PARKING UNIT		A	174	0.05667
PARKING UNIT		A	175	0.05667
PARKING UNIT		A	176	0.05667
PARKING UNIT		A	177	0.05667
PARKING UNIT		A	178	0.05667
PARKING UNIT		A	179	0.05667
PARKING UNIT		A	180	0.05667
PARKING UNIT		A	181	0.05667
PARKING UNIT		A	182	0.05667
PARKING UNIT		A	183	0.05667
PARKING UNIT		A	184	0.05667
PARKING UNIT		A	185	0.05667
PARKING UNIT		A	186	0.05667
PARKING UNIT		A	187	0.05667
STORAGE UNITS		A	188	0.01756
STORAGE UNITS		A	189	0.01756
STORAGE UNITS		A	190	0.01756
STORAGE UNITS		A	191	0.01756
STORAGE UNITS		A	192	0.01756
STORAGE UNITS		A	193	0.01756
STORAGE UNITS		A	194	0.01756
STORAGE UNITS		A	195	0.01756
STORAGE UNITS		A	196	0.01756
STORAGE UNITS		A	197	0.01756
STORAGE UNITS		A	198	0.01756
STORAGE UNITS		A	199	0.01756
STORAGE UNITS		A	200	0.01756
STORAGE UNITS		A	201	0.01756
STORAGE UNITS		A	202	0.01756
STORAGE UNITS		A	203	0.01756
STORAGE UNITS		A	204	0.01756
STORAGE UNITS		A	205	0.01756
STORAGE UNITS		A	206	0.01756
STORAGE UNITS		A	207	0.01756
STORAGE UNITS		A	208	0.01756
STORAGE UNITS		A	209	0.01756
STORAGE UNITS		A	210	0.01756
STORAGE UNITS		A	211	0.01756
STORAGE UNITS		A	212	0.01756
STORAGE UNITS		A	213	0.01756
STORAGE UNITS		A	214	0.01756
STORAGE UNITS		A	215	0.01756
STORAGE UNITS		A	216	0.01756

SCHEDULE D

MUNICIPAL NO.	BUILDING	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
STORAGE UNITS		A	217	0.01756
STORAGE UNITS		A	218	0.01756
STORAGE UNITS		A	219	0.01756
STORAGE UNITS		A	220	0.01756
STORAGE UNITS		A	221	0.01756
STORAGE UNITS		A	222	0.01756
STORAGE UNITS		A	223	0.01756
STORAGE UNITS		A	224	0.01756
STORAGE UNITS		A	225	0.01756
STORAGE UNITS		A	226	0.01756
STORAGE UNITS		A	227	0.01756
STORAGE UNITS		A	228	0.01756
STORAGE UNITS		A	229	0.01756
STORAGE UNITS		A	230	0.01756
STORAGE UNITS		A	231	0.01756
STORAGE UNITS		A	232	0.01756
STORAGE UNITS		A	233	0.01756
STORAGE UNITS		A	234	0.01756
STORAGE UNITS		A	235	0.01756
STORAGE UNITS		A	236	0.01756
STORAGE UNITS		A	237	0.01756
STORAGE UNITS		A	238	0.01756
STORAGE UNITS		A	239	0.01756
STORAGE UNITS		A	240	0.01756
STORAGE UNITS		A	241	0.01756
STORAGE UNITS		A	242	0.01756
STORAGE UNITS		A	243	0.01756
STORAGE UNITS		A	244	0.01756
STORAGE UNITS		A	245	0.01756
STORAGE UNITS		A	246	0.01756
STORAGE UNITS		A	247	0.01756
STORAGE UNITS		A	248	0.01756
STORAGE UNITS		A	249	0.01756
STORAGE UNITS		A	250	0.01756
STORAGE UNITS		A	251	0.01756
STORAGE UNITS		A	252	0.01756
STORAGE UNITS		A	253	0.01756
STORAGE UNITS		A	254	0.01756
STORAGE UNITS		A	255	0.01756
STORAGE UNITS		A	256	0.01756
STORAGE UNITS		A	257	0.01756
STORAGE UNITS		A	258	0.01756
STORAGE UNITS		A	259	0.01756
STORAGE UNITS		A	260	0.01756
STORAGE UNITS		A	261	0.01756
STORAGE UNITS		A	262	0.01756
STORAGE UNITS		A	263	0.01756
STORAGE UNITS		A	264	0.01756
STORAGE UNITS		A	265	0.01756
STORAGE UNITS		A	266	0.01756
STORAGE UNITS		A	267	0.01756
STORAGE UNITS		A	268	0.01756
STORAGE UNITS		A	269	0.01756
STORAGE UNITS		A	270	0.01756

SCHEDULE D

MUNICIPAL NO.	BUILDING	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
STORAGE UNITS		A	271	0.01756
STORAGE UNITS		A	272	0.01756
STORAGE UNITS		A	273	0.01756
STORAGE UNITS		A	274	0.01756
STORAGE UNITS		A	275	0.01756
STORAGE UNITS		A	276	0.01756
STORAGE UNITS		A	277	0.01756
STORAGE UNITS		A	278	0.01756
STORAGE UNITS		A	279	0.01756
STORAGE UNITS		A	280	0.01756
STORAGE UNITS		A	281	0.01756
STORAGE UNITS		A	282	0.01756
STORAGE UNITS		A	283	0.01756
STORAGE UNITS		A	284	0.01756
STORAGE UNITS		A	285	0.01756
STORAGE UNITS		A	286	0.01756
STORAGE UNITS		A	287	0.01756
STORAGE UNITS		A	288	0.01756
STORAGE UNITS		A	289	0.01756
STORAGE UNITS		A	290	0.01756
STORAGE UNITS		A	291	0.01756
STORAGE UNITS		A	292	0.01756
STORAGE UNITS		A	293	0.01756
STORAGE UNITS		A	294	0.01756
STORAGE UNITS		A	295	0.01756
STORAGE UNITS		A	296	0.01756
STORAGE UNITS		A	297	0.01756
STORAGE UNITS		A	298	0.01756
STORAGE UNITS		A	299	0.01756
STORAGE UNITS		A	300	0.01756
STORAGE UNITS		A	301	0.01756
STORAGE UNITS		A	302	0.01756
STORAGE UNITS		A	303	0.01756
STORAGE UNITS		A	304	0.01756
STORAGE UNITS		A	305	0.01756
STORAGE UNITS		A	306	0.01756
STORAGE UNITS		A	307	0.01756
STORAGE UNITS		A	308	0.01756
STORAGE UNITS		A	309	0.01756
STORAGE UNITS		A	310	0.01756
STORAGE UNITS		A	311	0.01756
STORAGE UNITS		A	312	0.01756
STORAGE UNITS		A	313	0.01756
STORAGE UNITS		A	314	0.01756
STORAGE UNITS		A	315	0.01756
STORAGE UNITS		A	316	0.01756
STORAGE UNITS		A	317	0.01756
STORAGE UNITS		A	318	0.01756
STORAGE UNITS		A	319	0.01756
STORAGE UNITS		A	320	0.01756
STORAGE UNITS		A	321	0.01756
STORAGE UNITS		A	322	0.01756
STORAGE UNITS		A	323	0.01756
STORAGE UNITS		A	324	0.01756

SCHEDULE D

MUNICIPAL NO.	BUILDING	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
STORAGE UNITS		A	325	0.01756
STORAGE UNITS		A	326	0.01756
STORAGE UNITS		A	327	0.01756
STORAGE UNITS		A	328	0.01756
STORAGE UNITS		A	329	0.01756
STORAGE UNITS		A	330	0.01756
STORAGE UNITS		A	331	0.01756
STORAGE UNITS		A	332	0.01756
STORAGE UNITS		A	333	0.01756
STORAGE UNITS		A	334	0.01756
STORAGE UNITS		A	335	0.01756
STORAGE UNITS		A	336	0.01756
STORAGE UNITS		A	337	0.01756
STORAGE UNITS		A	338	0.01756
STORAGE UNITS		A	339	0.01756
STORAGE UNITS		A	340	0.01756
STORAGE UNITS		A	341	0.01756
STORAGE UNITS		A	342	0.01756
STORAGE UNITS		A	343	0.01756
STORAGE UNITS		A	344	0.01756
STORAGE UNITS		A	345	0.01756
STORAGE UNITS		A	346	0.01756
STORAGE UNITS		A	347	0.01756
STORAGE UNITS		A	348	0.01756
STORAGE UNITS		A	349	0.01756
101	SOUTH	1	1	0.49691
102	SOUTH	1	2	0.53153
103	SOUTH	1	3	0.33221
104	SOUTH	1	4	0.59630
105	SOUTH	1	5	0.58904
106	SOUTH	1	6	0.49021
107	SOUTH	1	7	0.60802
108	SOUTH	1	8	0.60802
109	SOUTH	1	9	0.40758
110	SOUTH	1	10	0.47849
111	SOUTH	1	11	0.47849
112	NORTH	1	12	0.35957
113	NORTH	1	13	0.63315
114	NORTH	1	14	0.41205
115	NORTH	1	15	0.41205
116	NORTH	1	16	0.60802
117	NORTH	1	17	0.46732
118	NORTH	1	18	0.43717
119	NORTH	1	19	0.53823
120	NORTH	1	20	0.37743
121	NORTH	1	21	0.42657
Guest Suite Unit	NORTH	1	22	0.00001
Guest Suite Unit	NORTH	1	23	0.00001
201	SOUTH	2	1	0.50808
202	SOUTH	2	2	0.53153
203	SOUTH	2	3	0.42601
204	SOUTH	2	4	0.59630

SCHEDULE D

MUNICIPAL NO.	BUILDING	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
205	SOUTH	2	5	0.58904
206	SOUTH	2	6	0.49021
207	SOUTH	2	7	0.60802
208	SOUTH	2	8	0.60802
209	SOUTH	2	9	0.40758
210	SOUTH	2	10	0.54716
211	SOUTH	2	11	0.54716
212	SOUTH	2	12	0.50808
213	NORTH	2	13	0.75151
214	NORTH	2	14	0.75151
215	NORTH	2	15	0.41205
216	NORTH	2	16	0.41205
217	NORTH	2	17	0.60802
218	NORTH	2	18	0.46732
219	NORTH	2	19	0.53432
220	NORTH	2	20	0.53823
221	NORTH	2	21	0.37743
222	NORTH	2	22	0.42657
223	NORTH	2	23	0.60802
301	SOUTH	3	1	0.50808
302	SOUTH	3	2	0.53153
303	SOUTH	3	3	0.42601
304	SOUTH	3	4	0.59630
305	SOUTH	3	5	0.58904
306	SOUTH	3	6	0.49021
307	SOUTH	3	7	0.60802
308	SOUTH	3	8	0.60802
309	SOUTH	3	9	0.40758
310	SOUTH	3	10	0.54716
311	SOUTH	3	11	0.54716
312	SOUTH	3	12	0.50808
313	NORTH	3	13	0.75151
314	NORTH	3	14	0.75151
315	NORTH	3	15	0.41205
316	NORTH	3	16	0.41205
317	NORTH	3	17	0.60802
318	NORTH	3	18	0.46732
319	NORTH	3	19	0.53432
320	NORTH	3	20	0.53823
321	NORTH	3	21	0.37743
322	NORTH	3	22	0.42657
323	NORTH	3	23	0.60802
401	SOUTH	4	1	0.50808
402	SOUTH	4	2	0.53153
403	SOUTH	4	3	0.42601
404	SOUTH	4	4	0.59630
405	SOUTH	4	5	0.58904
406	SOUTH	4	6	0.49021
407	SOUTH	4	7	0.60802
408	SOUTH	4	8	0.60802
409	SOUTH	4	9	0.40758
410	SOUTH	4	10	0.54716

SCHEDULE D

MUNICIPAL NO.	BUILDING	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
411	SOUTH	4	11	0.54716
412	SOUTH	4	12	0.50808
413	NORTH	4	13	0.75151
414	NORTH	4	14	0.75151
415	NORTH	4	15	0.41205
416	NORTH	4	16	0.41205
417	NORTH	4	17	0.60802
418	NORTH	4	18	0.46732
419	NORTH	4	19	0.53432
420	NORTH	4	20	0.53823
421	NORTH	4	21	0.37743
422	NORTH	4	22	0.42657
423	NORTH	4	23	0.60802
501	SOUTH	5	1	0.50808
502	SOUTH	5	2	0.53153
503	SOUTH	5	3	0.42601
504	SOUTH	5	4	0.59630
505	SOUTH	5	5	0.58904
506	SOUTH	5	6	0.49021
507	SOUTH	5	7	0.60802
508	SOUTH	5	8	0.60802
509	SOUTH	5	9	0.40758
510	SOUTH	5	10	0.54716
511	SOUTH	5	11	0.54716
512	SOUTH	5	12	0.50808
513	NORTH	5	13	0.75151
514	NORTH	5	14	0.75151
515	NORTH	5	15	0.41205
516	NORTH	5	16	0.41205
517	NORTH	5	17	0.60802
518	NORTH	5	18	0.46732
519	NORTH	5	19	0.53432
520	NORTH	5	20	0.53823
521	NORTH	5	21	0.37743
522	NORTH	5	22	0.42657
523	NORTH	5	23	0.60802
601	SOUTH	6	1	0.50808
602	SOUTH	6	2	0.53153
603	SOUTH	6	3	0.42601
604	SOUTH	6	4	0.59630
605	SOUTH	6	5	0.58904
606	SOUTH	6	6	0.49021
607	SOUTH	6	7	0.60802
608	SOUTH	6	8	0.60802
609	SOUTH	6	9	0.40758
610	SOUTH	6	10	0.54716
611	SOUTH	6	11	0.54716
612	SOUTH	6	12	0.50808
613	NORTH	6	13	0.75151
614	NORTH	6	14	0.75151
615	NORTH	6	15	0.41205
616	NORTH	6	16	0.41205

SCHEDULE D

MUNICIPAL NO.	BUILDING	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
617	NORTH	6	17	0.60802
618	NORTH	6	18	0.46732
619	NORTH	6	19	0.53432
620	NORTH	6	20	0.53823
621	NORTH	6	21	0.37743
622	NORTH	6	22	0.42657
623	NORTH	6	23	0.60802
PH 1	SOUTH	7	1	0.90450
PH 2	SOUTH	7	2	1.20600
PH 3	SOUTH	7	3	0.82354
PH 4	SOUTH	7	4	0.78390
PH 5	SOUTH	7	5	0.60970
LPH 1	NORTH	7	6	0.75151
LPH 2	NORTH	7	7	0.75151
LPH 3	NORTH	7	8	0.41205
LPH 4	NORTH	7	9	0.41205
LPH 5	NORTH	7	10	0.60802
LPH 6	NORTH	7	11	0.46732
LPH 7	NORTH	7	12	0.53432
LPH 8	NORTH	7	13	0.53823
LPH 9	NORTH	7	14	0.37743
LPH 10	NORTH	7	15	0.42657
LPH 11	NORTH	7	16	0.60802
PH 1	NORTH	8	1	1.05020
PH 2	NORTH	8	2	1.18364
PH 3	NORTH	8	3	1.23110
PH 4	NORTH	8	4	1.11890
Terrace Unit	SOUTH	8	5	0.01200
Terrace Unit	SOUTH	8	6	0.01200
Terrace Unit	SOUTH	8	7	0.01200
Terrace Unit	SOUTH	8	8	0.01200
Terrace Unit	SOUTH	8	9	0.01200
			TOTAL	**100.00000**

SCHEDULE "E"

SCHEDULE OF SPECIFICATION OF COMMON EXPENSES

Common expenses shall include the following:

(a) All sums of money paid or payable by the Corporation in connection with he performance of any of its objects, duties and powers whether such objects, duties or powers are imposed under the provisions of the Act or this Declaration and By-Laws of the Corporation or other law or by agreement:

(b) All sums of money levied or charged to 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, levies or charges for:

- Insurance Premiums
- Water and Sewage
- Waste disposal and garbage collection
- Utilities for use of units and common elements, unless metered separately
- Maintenance materials, tools and supplies
- Snow removal and landscaping
- Realty Taxes, if any, levied against common elements and units owned by the Corporation

(c) Remuneration payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the property;

(d) The cost of maintaining fidelity bonds as provided in the by-laws;

(e) All sums of money paid or payable by the Corporation to or for the benefit of any and all persons, firms or corporations engaged or retained by the Corporations, the Board, its duly authorized agents, servants, and employees for the purpose of performing any or all of the duties of the Corporation; including, without limitation, legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services;

(f) The cost of equipment for use in and about the common elements including the repair, maintenance, operation or replacement thereof;

(g) All sums of money paid or payable by the Corporation pursuant to the provisions of subsection (7) of Section 125 of the Act, as amended;

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

(i) The cost of insurance appraisals;

(j) The fees of any insurance trustee as may be required from time to time.

(k) all sums required to be paid to the Reserve Fund as required by the Declaration or in accordance with the agreed upon Annual Budget of the Corporation.

(l) all sums of money paid or payable by the Corporation pursuant to any Management Contract which may be entered into between the Corporation and a Manager

SCHEDULE "F"

Subject to the provisions of the Declaration, the by-laws and rules and regulations of the Corporations 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 adjacent thereto.

a) the Owner(s) of certain Residential Units on Levels 2, 3, 4, 5, 6 and 7, shall have the exclusive use of a balcony to which their Units provide direct and sole access as illustrated on Sheet 2, Part 1 of the Description.

b) the Owner(s) of Residential Units 1 to 21 inclusive on Level 1, shall have the exclusive use of that portion of the Common Elements designated as Patio, and Private Garden Area being illustrated in heavy outline on PART 2, Sheet 1 of the Description and being numbered the same as the unit with the prefix letter "P".

c) the Owner(s) of certain Residential Units on Levels 7 and 8, shall have the exclusive use of a terrace to which their units provide direct and sole access as illustrated on Sheet 2, Part 1 of the Description.

d) the Owner(s) of Residential Units 1, 2, 3 and 4 on Level 9, shall have the exclusive use of that portion of the Common Elements designated as Roof Top Terrace being illustrated in heavy outline on PART 2, Sheet 1 of the Description and being numbered the same as the Residential Unit with the prefix letter "T".

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Schedule "G"

Form 2

Condominium Act, 1998

CERTIFICATE OF ARCHITECT OR ENGINEER (SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM CORPORATION)

(under clause 8 (1) (a) or (b) of the *Condominium Act, 1998*)

I certify that:

[Strike out whichever is not applicable:
Each building on the property

OR

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

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

(Check whichever boxes are applicable)

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

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

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

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

OR

~~☐ There are no underground garages.~~

~~5. ☐ All elevating devices as defined in the *Elevating Devices Act* are licenced 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

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~~5. ☐ 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 23 day of December, 2005

(signature)

Steven Little
(print name)

LICENSED PROFESSIONAL ENGINEER
S.B. LITTLE
PROVINCE OF ONTARIO

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

Schedule "G"

Form 2

Condominium Act, 1998

CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A
STANDARD OR LEASEHOLD

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

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 20ND day of DECEMBER, 2005

(signature)

DOUG ALLEN
(print name)

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

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Schedule "G"

Form 2

Condominium Act, 1998

CERTIFICATE OF ARCHITECT OR ENGINEER (SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM CORPORATION)

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

I certify that:

[Strike out whichever is not applicable:
Each building on the property ✱

OR

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

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

(Check whichever boxes are applicable)

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

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

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

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

OR

~~☐ 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.~~