

OFFICE SCHEDULE

<p>Number YR. <u>2116877</u> CERTIFICATE OF RECEIPT APR 16 2014 <u>12:41</u></p> <p>YORK REGION No. 65 AURORA</p> <p><i>Jeff Hill</i> LAND REGISTRAR</p>	<p>DECLARATION CONDOMINIUM ACT, 1998</p>
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YORK REGION STANDARD CONDOMINIUM PLAN NO. 1253

NEW PROPERTY IDENTIFIER'S BLOCK 29784

RECENTLY: BLK 5, PL 65M3872

PIN: 03261-0271

DECLARANT: 2141806 ONTARIO INC.

SOLICITOR: BRATTY & PARTNERS

ADDRESS

7501 KEELE ST. SUITE 200
VAUGHAN, ONTARIO L4K 1Y2

PHONE: 905-760-2600 X211 FAX: 905-760-2900

No. OF UNITS 1283

FEES: \$70.00 + (\$5.00 x 1283 = 6485)

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

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

2141806 ONTARIO INC.
(hereinafter called the "Declarant")

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

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

AND WHEREAS the Declarant has constructed three multi-unit buildings and appurtenances upon the Lands containing 497 residential dwelling Units, 523 parking Units, 261 locker Units and 2 guest suite Units (herein and hereinafter collectively defined as the "Buildings");

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

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART ONE - INTRODUCTION

SECTION 1 - Definitions

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

1. "Common Elements" and "common elements" means all the property, except the Units;
2. "Common Interest" and "common interest" means the interest in the common elements appurtenant to a Unit;
3. "Corporation" means the condominium corporation created upon the registration of the Declaration and description on the Lands;
4. "Owner" means a person or persons who own a freehold interest(s) in a Unit and its appurtenant common interest, but does not include a mortgagee unless in possession;
5. "Property" or "property", as the context may require, means the land and interests appurtenant to the land described in the description and in Schedule "A" annexed hereto, and includes any land and interests appurtenant to land that are added to the common elements;
6. "Rules" means rules passed by the Board of Directors (hereinafter called the "board") of the Corporation and becoming effective pursuant to Section 58 of the Act;
7. "Unit" means a part or parts of the Property included in the description and designated as a Unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land within this space in accordance with the Declaration and the description. For greater certainty, the definition of "Unit" relating to the duties to repair and maintain under Sections 89, 90 and 91 of the Act and pursuant to this Declaration shall extend to all improvements made by the Declarant in accordance with its architectural and structural plans, notwithstanding that some of such improvements may be made after registration of the Declaration.

SECTION 2 - Statement of Intention

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

SECTION 3 - Consent of Encumbrancers

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

SECTION 4 - Boundaries of Units and Monuments

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

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

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

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

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

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

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

SECTION 5 - Common Interest and Common Expenses Allocation

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

SECTION 6 - Exclusive Use Common Elements and Common Element Visitors' Parking Spaces

- (a) Subject to the provisions of the Act, the Declaration, by-laws and Rules, the Owners of certain residential dwelling Units shall have the exclusive use of those parts of the common elements as set forth in Schedule "F" attached hereto, it being understood that the exclusive use being enjoyed by such Unit Owners entitled to same may be regulated or affected by any by-laws or Rules of the Corporation.
- (b) The Declarant and any entity related, associated or affiliated thereto (the "Related Company"), their sales staff, their authorized personnel or agents, and any prospective purchasers shall together have the right to use the visitors' parking spaces located within the Property, if any, such visitors' parking spaces (i.e. location and numbers) to be designated by the Declarant in its sole discretion, which right shall cease forthwith upon the later of the sale of all Units owned by the Declarant in the Corporation and any other units in any building in the vicinity thereof owned by the Declarant or the Related Company (the "Other Units").

SECTION 7 - Mailing Address and Address for Service

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

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

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

PART TWO - SPECIFICATION OF COMMON EXPENSES

SECTION 8 - Meaning of Common Expenses

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

SECTION 9 - Payment of Common Expenses

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

SECTION 10(a) - Reserve Fund

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

SECTION 10(b) - Purchase of the Guest Suite Units and Residential Unit 12 Level 1

The Corporation shall purchase from the Declarant the guest suite Unit 9 on Level 1 (in Building G) in the Corporation (the "Guest Suite Unit 1") for a purchase price of \$139,000.00 inclusive of HST (the "Purchase Price"). The transfer of the Guest Suite Unit 1 to the Corporation shall take place on or about the 30th day (or the next day on which the Land Registry Office for York Region is open for business if it is not open on such 30th day) following the registration of the Declaration and description creating the Corporation (the "Transfer Date"), provided however that the Declarant or the Corporation may accelerate the Transfer Date on five (5) days notice to the other. The Purchase Price shall be payable by the Corporation delivering to the Declarant on the Transfer Date a first mortgage on the Declarant's form securing the Purchase Price which shall have a term of five years, shall be amortized over twenty-five years with the balance due at the end of the five year term, shall bear interest at the rate of 6.00% per annum commencing on the Transfer Date, calculated semi-annually and not in advance, shall be payable in monthly blended instalments, in arrears and shall be open for prepayment at any time without notice or bonus. The Corporation shall make all payments required pursuant to the Declarant's form of first mortgage irrespective of any claims, debts, etc. that the Corporation has or may have against the Declarant and without any claim for set-off, in law or equity. The Declarant and the Corporation shall undertake to each other to readjust for realty taxes if and when assessed against the Guest Suite Unit 1, the Declarant being responsible up to but not including the Transfer Date. Any land transfer tax exigible on the transfer of the Guest Suite Unit 1 from the Declarant to the Corporation shall be paid by the Corporation. Upon the transfer of the Guest Suite Unit 1 to the Corporation, the Corporation shall be solely responsible for all costs and expenses relating to the Guest Suite Unit 1 including, without limitation, common expenses and realty taxes. Title to the Guest Suite Unit 1 shall be subject to such interests, instruments, etc. as are provided for in the Declarant's form of agreement of purchase and sale pursuant to which the purchasers have purchased their residential dwelling Units from the Declarant. The Declarant reserves the unfettered right to decide when or whether to construct the Guest Suite Unit 1 or make any modifications thereto, all in its sole, absolute and unfettered discretion.

The Corporation shall purchase from the Declarant the guest suite Unit 46 on Level 1 (in Building K) in the Corporation (the "Guest Suite Unit 2") for a purchase price of \$119,000.00 inclusive of HST (the "Purchase Price #2"). The transfer of the Guest Suite Unit 2 to the Corporation shall take place on or about the 30th day (or the next day on which the Land Registry Office for York Region is open for business if it is not open on such 30th day) following the registration of the Declaration and description creating the Corporation (the "Transfer Date"), provided however that the Declarant or the Corporation may accelerate the Transfer Date on five (5) days notice to the other. The Purchase Price #2 shall be payable by the Corporation delivering to the Declarant on the Transfer Date a first mortgage on the Declarant's form securing the Purchase Price #2 which shall have a term of five years, shall be amortized over twenty-five years with the balance due at the end of the five year term, shall bear interest at the rate of 6.00% per annum commencing on the Transfer Date, calculated semi-annually and not in advance, shall be payable in monthly blended instalments, in arrears and shall be open for prepayment at any time without notice or bonus. The Corporation shall make all payments required pursuant to the Declarant's form of first mortgage irrespective of any claims, debts, etc. that the Corporation has or may have against the Declarant and without any claim for set-off, in law or equity. The Declarant and the Corporation shall undertake to each other to readjust for realty taxes if and when assessed against the Guest Suite Unit 2, the Declarant being responsible up to but not including the Transfer Date. Any land transfer tax exigible on the transfer of the Guest Suite Unit 2 from the Declarant to the Corporation shall be paid by the Corporation. Upon the transfer of the Guest Suite Unit 2 to the Corporation, the Corporation shall be solely responsible for all costs and expenses relating to the Guest Suite Unit 2 including, without limitation, common expenses and realty taxes. Title to the Guest Suite Unit 2 shall be subject to such interests, instruments, etc. as are provided for in the Declarant's form of agreement of purchase and sale pursuant to which the purchasers have purchased their residential dwelling Units from the Declarant. The Declarant reserves the unfettered right to decide when or whether to construct the Guest Suite Unit 2 or make any modifications thereto, all in its sole, absolute and unfettered discretion.

Guest Suite Unit 1 and Guest Suite Unit 2 are guest suites only, will be owned by the Corporation following the successful completion of the purchase of said Units by the Corporation from the Declarant in accordance with the terms set out herein and shall not be sold as residential dwelling Units for the purposes of constituting a dwelling unit.

The Corporation shall purchase from the Declarant residential dwelling Unit 12 on level 1 in the Corporation (herein "Residential Unit 12 Level 1") for a purchase price of \$299,000.00 inclusive of HST (the "Purchase Price #3"). The transfer of Residential Unit 12 Level 1 to the Corporation shall take place on or about the 30th day (or the next day on which the Land Registry Office for York Region is open for business if it is not open on such 30th day) following the registration of the declaration and description creating the Corporation (the "Transfer Date"), provided however that the Declarant or the Corporation may accelerate the Transfer Date on five (5) days notice to the other. The Purchase Price #3 shall be payable by the Corporation delivering to the Declarant on the Transfer Date a first mortgage on the Declarant's form securing the Purchase Price #3 which shall have a term of five years, shall be amortized over twenty-five years with the balance due at the end of the five year term, shall bear interest at the rate of 6.00% per annum commencing on the Transfer Date, calculated semi-annually and not in advance, shall be payable in monthly blended instalments, in arrears and shall be open for prepayment at any time without notice or bonus. The Corporation shall make all payments required pursuant to the Declarant's form of first mortgage irrespective of any claims, debts, etc. that the Corporation has or may have against the Declarant and without any claim for set-off, in law or equity. The Declarant and the Corporation shall undertake to each other to readjust for realty taxes if and when assessed against the Residential Unit 12 Level 1, the Declarant being responsible up to but not including the Transfer Date. Any land transfer tax exigible on the transfer of the Residential Unit 12 Level 1 from the Declarant to the Corporation shall be paid by the Corporation. Upon the transfer of the Residential Unit 12 Level 1 to the Corporation, the Corporation shall be solely responsible for all costs and expenses relating to the Residential Unit 12 Level 1 including, without limitation, common expenses and realty taxes. Title to the Residential Unit 12 Level 1 shall be subject to such interests, instruments, etc. as are provided for in the Declarant's form of agreement of purchase and sale pursuant to which the purchasers have purchased their residential dwelling Units from the Declarant.

SECTION 10(c) - Check Metering of Utilities

Electricity

- (i) If necessary, as determined by the Declarant in its sole, absolute and unfettered discretion, the Corporation shall contract for the purchase of electricity from a local distribution company, an independent energy retailing company or from the Electricity Metering Company (as defined below). Additionally, each residential dwelling Unit Owner may be required to contract with the local distribution company, the independent energy retailing company and/or the Electricity Metering Company for the supply of electricity to his/her residential dwelling Unit. Electricity consumption in each Owner's residential dwelling Unit shall be measured by the metering system ("SMS") operated by the company that installed the SMS or another company (the "Electricity Metering Company") and shall be invoiced to such Owner by the Electricity Metering Company or another company (the "Electricity Invoicing Company") in accordance with an agreement(s) to be entered into by the Corporation, and/or the respective Unit Owner, and the Electricity Metering Company and/or the Electricity Invoicing Company. In the alternative, the Declarant may at first instance enter into such an agreement(s) and upon either the registration of the Corporation or upon occupancy of each respective residential dwelling Unit the Declarant shall be automatically released from all of its liabilities and obligations thereunder with the result that it shall no longer from such time be liable to the other party(ies) to the agreement(s) for any breach of the agreement(s) caused or occurring subsequent to such date. Correspondingly, the Corporation or the Unit Owner, as the case may be, shall assume (and/or enter into a separate agreement(s) with the Electricity Metering Company and/or the Electricity Invoicing Company, as case may be) all such liabilities and obligations from such date.

- (ii) Each residential dwelling Unit Owner shall receive and be responsible for, payment of the invoice with respect to the electricity consumption for his/her residential dwelling Unit. The Unit Owner shall remit payment to the Electricity Metering Company (or the Electricity Invoicing Company if said company invoices the Unit Owners for electricity consumption) 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. For greater certainty, the cost of electricity consumption within the residential dwelling Units shall not form part of the common expenses.
- (iii) The following shall apply where the Corporation is liable to the utility supplier at first instance, but shall not apply where the Unit Owner contracts directly with the utility supplier:
- (a) Any monies owing with respect to invoices for electricity consumption and not paid to the Electricity Metering Company (or the Electricity Invoicing Company if said company invoices the Unit Owners for electricity consumption) by the Unit Owner according to the terms of the invoice, shall be paid by the Corporation to the Electricity Metering Company (or to the Electricity Invoicing Company if said company invoices the Unit Owners for electricity consumption) and shall thereupon be a debt owed by the Owner of the Unit whose occupants have consumed the electricity and shall be collectable by the Corporation as if same were common expenses in arrears and for such purposes only shall be considered common expenses. Payment to the Corporation shall be made in such manner and with such frequency as determined by the board from time to time acting reasonably in the event of such default. Interest will accrue on arrears of money owing for electricity consumption at a rate equal to that for arrears of common expense payments as set out in the Corporation's Declaration and/or by-laws.
 - (b) In the event a Unit Owner is in default of payment of invoices to the Electricity Metering Company (or the Electricity Invoicing Company if said company invoices the Unit Owners for electricity consumption) as a condition of being supplied or continuing to be supplied with electricity, the Corporation has the right to require an Owner to maintain a deposit with the Corporation in an amount equal to two month's common expense fees. The Corporation is entitled to apply such deposits against monies owing by a defaulting Owner with respect to the supply of electricity.
 - (c) The Corporation shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of electricity to any Unit where payments owing for same are more than thirty (30) days in arrears and/or to register a common expense lien against the Unit.
- (iv) Notwithstanding any other provisions of this Declaration, the Corporation authorizes entry to the Units and the common elements (including, without limitation, exclusive use common element areas) by Electricity Metering Company (and the Electricity Invoicing Company if said company invoices the Unit Owners for electricity consumption) or its subcontractors from time to time, as deemed necessary by the Electricity Metering Company (and the Electricity Invoicing Company if said company invoices the Unit Owners for electricity consumption) for the purposes of conducting inspection, maintenance, repair and reading of the SMS. 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 SMS 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.

SECTION 11 - Certificate of Common Expenses

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

PART THREE - OCCUPATION AND USE OF COMMON ELEMENTS

SECTION 12 - General Use

- (a) Each Owner may make reasonable use of and has the right to occupy and enjoy the whole or any part of the common elements, and each Owner has the right to make reasonable use of, and has the right to enjoy any exclusive use common element area, which has been designated to his Unit in Schedule "F", subject to any conditions or restrictions set out in the Act, the Declaration, the Corporation's by-laws (herein called the "by-laws"), the Rules, and easements and rights registered against the property. However, no condition shall be permitted to exist and no activity shall be carried on in the common elements that is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other Owners of the common elements and the other Units, that results in the cancellation or threatened cancellation of any policy of insurance referred to in the Declaration, or that will lead to a contravention of any covenant, term or condition contained in any easements and rights registered against the property.

- (b) No Owner shall make any installation or any change or alteration to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintaining those parts of the common elements which he has a duty to maintain, without obtaining the written approval of the Corporation in accordance with the Act, unless otherwise provided for in this Declaration or in the by-laws.
- (c) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and notwithstanding any Rules or by-laws of the Corporation to the contrary, the Declarant and any Related Company shall be entitled to erect and maintain signs for marketing/sale purposes upon the common elements, and within or outside any unsold residential dwelling Units, pursuant to the Declarant's ongoing marketing program in respect of the Units or any Other Units at such locations and having such dimensions as the Declarant may determine in its sole discretion provided same complies with municipal requirements. In addition, the Declarant and the Related Company, their sales staff, their authorized personnel or agents, and any prospective purchasers will together have the right to use the visitors' parking spaces located within the Property, if any, such visitors' parking spaces (i.e., the location and number of spaces) to be designated by the Declarant in its sole discretion, and which right will cease forthwith upon the later of the sale of all Units owned by the Declarant in the Corporation and any Other Units.

SECTION 13 - Restricted Access

Without the consent in writing of the board, no Owner shall have any right of access to those parts of the common elements used from time to time as a utilities area, building maintenance or storage area, manager's office, an area for operating machinery, or any mechanical or servicing system servicing the Corporation nor shall he have access to any other parts of the common elements used for the care, maintenance or operation of the Property or any part of the Property.

SECTION 14 - Modification of Common Elements and Assets

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

PART FOUR - OWNERSHIP OF PARKING UNITS AND LOCKER UNITS

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

Any parking Unit and/or locker Unit, may at any time be sold, leased, transferred or otherwise conveyed, either separately or in combination with other Units, provided that:

- (a) any such sale, transfer or other conveyance is made only to the Declarant or to any residential dwelling Unit Owner in the Corporation and provided that any such lease is made only to the Declarant, to the Corporation, or to any Owner or tenant of a residential dwelling Unit in the Corporation;
- (b) the term of any lease of any parking and/or locker Unit to a tenant of a residential dwelling Unit shall not extend beyond the term of the tenancy of such Unit granted to such tenant;
- (c) every lease in respect of any parking and/or locker Unit shall provide that where the lessee thereof is also an Owner of a residential dwelling Unit and such lessee is deprived of ownership or possession of his residential dwelling Unit, such lease shall revert to the lessor of such parking and/or locker Unit. It shall also provide that where the lessee of such parking and/or locker Unit is also an Owner of a residential dwelling Unit, upon a sale, transfer or conveyance of such Owner's residential dwelling Unit, the leasehold interest in such parking and/or locker Unit must be assigned or transferred to the new Owner or transferee of such residential dwelling Unit or else must revert to the lessor of such parking and/or locker Unit, as the case may be; and
- (d) notwithstanding the above provisions, an Owner of a parking Unit and/or locker Unit may sell, transfer or convey its parking Unit and locker Unit to any third party provided that the sale, transfer or conveyance of the parking Unit and locker Unit is in combination with its residential dwelling Unit in the Corporation.

The restrictions set out above in paragraph 15 shall not apply to any conveyance, disposition, lease, sale or assignment of a parking Unit or locker Unit by the Declarant. The Declarant shall have the right to convey, dispose, lease, sell or assign any parking Units and locker Units to purchasers, Owners and tenants of any of the residential dwelling Units in the Corporation, to any third party or they may be retained by the Declarant.

PART FIVE - OCCUPATION AND USE OF UNITS

SECTION 16 - General Use

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

forthwith, the Corporation may enter and complete the work. All expenses incurred by the Corporation shall be paid by the Owner on demand and failing payment, shall form a charge against the Unit(s) and in addition, may be collected in the same manner as common expenses.

SECTION 17 - Use of Residential Dwelling Units

Being Units 1 to 8 and 10 to 45, both inclusive on Level 1; Units 1 to 48, both inclusive on Levels 2 and 3; Units 1 to 41, both inclusive on Level 4; Units 1 to 26, both inclusive on Levels 5 to 14, both inclusive, Units 1 to 21, both inclusive on Level 15; Units 1 to 17, both inclusive on Level 16 and Units 1 to 9, both inclusive on Levels 17 and 18.

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

SECTION 18(a) - Use of Parking Units

Being Units 1 to 188, both inclusive on Level A; Units 1 to 293, both inclusive on Level B and Units 1 to 42, both inclusive on Level C.

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

SECTION 18(b) - Use of Locker Units

Being Units 189 to 314, both inclusive on Level A; Units 294 to 418, both inclusive on Level B and Units 43 to 52, both inclusive on Level C.

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

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

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

PART SIX - LEASING OF UNITS

SECTION 20 - Notification of Lease

- (a) The Owner of a Unit who leases his Unit or renews a lease of his Unit shall, within 30 days of entering into the lease or the renewal, as the case may be:
 - (i) notify the Corporation that the Unit is leased;

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

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

SECTION 21 - Tenant's Liability

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

SECTION 22 - Owner's Liability

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

PART SEVEN - MAINTENANCE AND REPAIRS AFTER DAMAGE

SECTION 23 - Maintenance and Repairs to Unit

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

SECTION 24 - Maintenance and Repairs to Common Elements

- (a) Except as otherwise provided herein, the Corporation shall maintain and repair, after damage, the common elements. This duty to maintain and repair shall extend to all doors which provide access to the Units and all windows (except maintenance to the interior surface thereof, and exterior surfaces which are accessible by any patio, balcony or terrace the responsibility for which shall remain with the affected Unit Owner).
- (b) Each Owner enjoying exclusive use of any patio, balcony or terrace shall be solely responsible for the maintenance and non-structural repair of such area, subject to the overall direction of the board.

- (c) Every Owner from time to time shall forthwith reimburse the Corporation for repairs to and replacement of windows and doors (including the locks relating thereto) serving his Unit, and for repairs to any part of the common elements caused by his negligence or intentional misconduct or that of the residents, tenants, invitees or licensees of his Unit, or members of his family, to the extent that such costs may not be recovered under any policy of insurance held by the Corporation without inordinately increasing the premium payable for such insurance as determined by the board in its sole discretion.
- (d) Each Owner enjoying exclusive use of any patio, balcony or terrace the exclusive use of which has been designated to such Unit Owner by the Declaration, shall allow access upon the Corporation's request at all reasonable times to the Corporation, or to any of its servants, agents or contractors for the purpose of facilitating any repair or maintenance of the property which is the Corporation's duty to repair or maintain.

PART EIGHT - INSURANCE

SECTION 25 - Insurance Maintained by the Corporation

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

SECTION 26 - General Provisions Regarding the Condominium Insurance

- (a) Prior to obtaining any policy or policies of insurance under this Part, save for the Corporation's policy referred to in Section 25(b) above, or any renewal or renewals thereof, or at such other times as the board may deem advisable, and also upon the request of the mortgagee or mortgagees holding mortgages on 50% or more of the Units, the board shall, (unless it is satisfied that its current appraisal of the full replacement cost of the property is sufficient for its purposes) obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant thereto, and the costs of such appraisals shall be a common expense. No appraisal shall be necessary for the period prior to the turnover meeting required to be held pursuant to the Act, with respect to the initial policy or policies placed by the Declarant.

- (b) The Corporation, its board and its officers, shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation and to give such releases as are required and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the board may, in writing, authorize an Owner to adjust any loss to his Unit.
- (c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote, or to consent to matters at meetings of Owners, if the mortgage itself contains such a provision, and shall also be read without prejudice to the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired or replaced.
- (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each Owner and mortgagee who has notified the Corporation of his interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner, and renewal certificates or certified copies of new insurance policies shall be furnished to each mortgagee who has notified the Corporation of his interest in any Unit, no later than ten (10) days before the expiry of any current insurance policy. The master policies for any insurance coverage maintained by the Corporation shall be kept by the Corporation in its offices, available for inspection by an Owner or mortgagee or other insured on reasonable notice to the Corporation.
- (e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by or for the Corporation, or to direct that loss shall be payable in any manner other than as provided in this Declaration.

SECTION 27 - Indemnity Insurance

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

SECTION 28 - Insurance Maintained by the Individual Unit Owners

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

- (a) Insurance on any additions or improvements to his Unit that do not form part of the standard unit for the class of Unit to which the Unit belongs, including but not limited to, furnishings, fixtures, equipment, decorating and personal property, chattels and inventory of the Owner contained within his Unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles and for loss of use and occupancy of his Unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees and servants, and against the other Owners and any tenants, invitees or licensees of such other Units, except for any damage arising from vehicle impact, arson and fraud caused or contributed by any of the above.
- (b) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of his Unit, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
- (c) Insurance covering additional living expenses incurred by an Owner if forced to leave his Unit by one of the hazards protected against under the Owner's personal property.
- (d) Insurance covering special assessments levied against an Owner's Unit by the Corporation.

SECTION 29 - Indemnification by Owners

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

PART NINE - DUTIES OF THE CORPORATION

SECTION 30 - Duties

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

- (a) to comply with all of the covenants, conditions, restrictions, agreements, obligations, terms and provisions contained therein and/or registered against the Property, in addition to any requirements set forth in the Act, the Declaration, by-laws or Rules of the Corporation;
- (b) to enter into, assume, abide by and comply with the terms and provisions of any outstanding subdivision, condominium, encroachment, site plan, development or similar agreements (as well enter into a formal assumption agreement with the City of Vaughan or other governmental authorities relating thereto, if so required by the City of Vaughan or other governmental authorities);
- (c) to grant (or assume the obligations of the owner of the Lands if same has been entered into prior to the registration of the Declaration), immediately after the registration of this Declaration, if required, an easement(s) in perpetuity in favour of utility suppliers, telecommunication service providers and/or cable television operators over, under, upon, across and through the Property or any part(s) thereof, for the purposes of facilitating the marketing, promotion, construction, installation, access, operation, maintenance and/or repair of utility, telecommunication services or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities, telecommunication services and cable television service to the Units and common elements, and if so requested by the grantees of such easements, to enter into and abide by the terms and provisions of an agreement(s) (or immediately after the registration of this Declaration assume the obligations of the owner of the Lands if such agreement(s) has been entered into prior to the registration of the Declaration) with the utility, telecommunication and/or cable television supplier pertaining to access to the Buildings and Lands and/or pertaining to the provision of their services to the Units and common elements and for such purposes shall enact such by-laws as may be required to sanction the foregoing;
- (d) to ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Unit Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the common elements of this Corporation for its marketing/sale/construction programs in connection with this condominium or the adjacent lands, as more particularly set out in the foregoing provisions of this Declaration;
- (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) if necessary, as determined by the Declarant in its sole, absolute and unfettered discretion to execute the agreement(s) as described in Section 10(c) above, and to abide by and fulfill all the terms, provisions, covenants and warranties contained therein, such agreement(s) to be in such form as may be determined by the Declarant in its sole, absolute and unfettered discretion;
- (g) to purchase Guest Suite Unit 1 from the Declarant in accordance with the terms set out herein;
- (h) to purchase Guest Suite Unit 2 from the Declarant in accordance with the terms set out herein;
- (i) to purchase Residential Unit 12 Level 1 from the Declarant in accordance with the terms set out herein; and
- (j) to take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration.

PART TEN - GENERAL MATTERS

SECTION 31 - Rights of Entry

- (a) The Corporation, or any insurer of the property or any part thereof, their respective agents, employees or authorized representatives, and any other person authorized by the board, shall be entitled to enter any Unit at all reasonable times and upon giving reasonable notice, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, carrying out any duty imposed upon it by the Corporation, or to perform the objects and duties of the Corporation or to exercise the powers of the Corporation or to carry out any duty imposed by such agreements or such other obligations that bind the Corporation.
- (b) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter any Unit at any time without notice, for the purpose of repairing the Unit or the common

elements or for the purpose of correcting any condition which might result in damage or loss to the property or any assets of the Corporation. The Corporation or anyone authorized by it may determine whether such an emergency exists.

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

SECTION 32 - Owner's Default

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

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

SECTION 33 - Invalidity

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

SECTION 34 - Waiver

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

SECTION 35 - Notice

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

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1. Method of giving notice: Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation, shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the address noted in the record, or if mailed by prepaid ordinary mail in a sealed envelope addressed to him at such address or if sent by means of wire or wireless or any other form of transmitted or recorded communication, to such address or, where such notice is required to be given to a Unit Owner, delivered to the Owner's Unit or at the mailbox of the Unit unless, the Corporation has received a written request from such Owner that the notice not be given in this manner, or the address for service that appears in the record is not the address of the Unit of the Owner. Any notice, communication or other document to be given by the Corporation to any other person entitled to notice and who is not an owner shall be given or delivered to such person in the manner aforesaid to the address shown for him on the record. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box and notice sent by any means of wire or wireless or any other form of transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.
 2. Notice to the Board or Corporation: Any notice, communication or other document to be given to the Board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.
 3. Omissions and Errors: The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

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

SECTION 36 - Construction of Declaration

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

SECTION 37 - Headings

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

SECTION 38 - Non-Objection

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

DATED in the City of Vaughan, and in the Province of Ontario this day of , 2014.

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

2141806 ONTARIO INC.

Per: _____

Name: LATIF FAZEL
Title: A.S.O.

I have authority to bind the Corporation.

SCHEDULE "A"

In the City of Vaughan, Regional Municipality of York in the Province of Ontario, designated as all of Block 5, Registered Plan 65M-3872, Land Titles Division of York Region (No. 65), being all of PIN No. 03261- 0271.

SUBJECT TO an easement in favour of The Corporation of the City of Vaughan over Part of Block 5, Registered Plan 65M-3872, described as Part 1, Plan 65R-28668 for the purposes as set out in Instrument No. YR757064.

SUBJECT TO an easement in favour of Rogers Communications Inc. over Block 5, Registered Plan 65M-3872 for the purposes as set out in Instrument No. YR1793622.

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

BRATTYS LLP
Barristers & Solicitors
Solicitors for the Declarant

Per: _____
Name: Larry Trifon

Condominium Act, 1998


CONSENT
SCHEDULE "B" TO THE DECLARATION OF
2141806 ONTARIO INC.
(under clause 7(2)(b) of the Condominium Act, 1998)

1. We THE BANK OF NOVA SCOTIA have a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Instrument No. YR1712380 in the Land Registry Office for the Land Titles Division of York.
2. We THE BANK OF NOVA SCOTIA 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 THE BANK OF NOVA SCOTIA postpone the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.
4. We THE BANK OF NOVA SCOTIA are entitled by law to grant this consent and postponement.

DATED this 17th of March, 2014.

THE BANK OF NOVA SCOTIA

BNS DOCUMENT
NO. 2350/14
APPROVED FOR
EXECUTION

Per: 
Name: _____
Title: _____

RICHARD CLARENCE DUFF
Assistant General Manager
Real Estate Corp.

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

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SCHEDULE "B"

Condominium Act, 1998

**CONSENT
TO THE DECLARATION OF
2141806 Ontario Inc.**

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

1. THE GUARANTEE COMPANY OF NORTH AMERICA has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Instrument No. YR1723011 in the Land Registry Office for the Land Titles Division of York.
2. THE GUARANTEE COMPANY OF NORTH AMERICA consents to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant the land, as the land and the interests are described in the description.
3. THE GUARANTEE COMPANY OF NORTH AMERICA postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.
4. THE GUARANTEE COMPANY OF NORTH AMERICA is entitled by law to grant this consent and postponement.

DATED this 6th Of March, 2014.

THE GUARANTEE COMPANY OF NORTH
AMERICA

Per: 

Name: Pamela Martin
Title: Manager, Developer Surety

Per: 

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

I/We have authority to bind the Corporation.

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Condominium Act, 1998

CONSENT
SCHEDULE "B" TO THE DECLARATION OF
2141808 ONTARIO INC.
(under clause 7(2)(b) of the Condominium Act, 1998)

1. We THE BANK OF NOVA SCOTIA have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Instrument No. YR1701147 as assigned by YR1722509 in the Land Registry Office for the Land Titles Division of York.
2. We THE BANK OF NOVA SCOTIA 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 THE BANK OF NOVA SCOTIA postpone the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.
4. We THE BANK OF NOVA SCOTIA are entitled by law to grant this consent and postponement.

DATED this 17th of March, 2014.

THE BANK OF NOVA SCOTIA

BNS DOCUMENT
NO. 234C/14
APPROVED FOR
EXECUTION

Per: _____

Name: _____

Title: _____

RICHARD CLARENCE BURKE
Assistant General Manager
Real Estate Credit

Per: _____

Name: _____

Title: _____

I/We have authority to bind the Corporation.

SCHEDULE "C"

Boundary of Units

Each Residential Condominium Unit, Parking Unit and Locker Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 6 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 6 of the Description, and all dimensions shall have reference to them.

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

(A) RESIDENTIAL DWELLING UNITS

Being Units 1 to 8 and 10 to 45, both inclusive on Level 1; Units 1 to 48, both inclusive on Levels 2 and 3; Units 1 to 41, both inclusive on Level 4; Units 1 to 26, both inclusive on Levels 5 to 14, both inclusive, Units 1 to 21, both inclusive on Level 15; Units 1 to 17, both inclusive on Level 16 and Units 1 to 9, both inclusive on Levels 17 and 18.

VERTICAL BOUNDARIES ARE:

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

HORIZONTAL BOUNDARIES ARE:

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

(B) GUEST SUITE UNITS

Being Units 9 and 46 on Level 1

VERTICAL BOUNDARIES ARE:

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

HORIZONTAL BOUNDARIES ARE:

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

SCHEDULE "C"

(C) PARKING UNITS

Being Units 1 to 188, both inclusive on Level A; Units 1 to 293, both inclusive on Level B and Units 1 to 42, both inclusive on Level C;

VERTICAL BOUNDARIES ARE:

- (1) The vertical plane established by the centreline of the concrete columns and production thereof;
- (2) The vertical plane established by measurements;
- (3) The unfinished unitside surfaces of the exterior doors and door frames, window and window frames and unitside surfaces of all glass panels located therein (when the doors and windows are in a closed position).
- (4) The unitside surface and plane of the concrete or masonry wall and production thereof;
- (5) The unitside surface and plane of the concrete or masonry column and production thereof;
- (6) The vertical plane established by the line of faces of concrete columns and/or walls and production thereof;
- (7) The vertical plane established by measurements and perpendicular to the concrete or masonry walls;
- (8) The vertical plane established by the centreline of the concrete column or wall and measurements;
- (9) The vertical plane established perpendicular to the concrete or masonry wall passing through the centre line of the concrete column and production thereof;
- (10) The vertical plane established perpendicular to the concrete or masonry wall passing along the face of the concrete column or wall and production thereof.
- (11) The vertical plane established by measurements and passing along the face of the concrete column or wall and production thereof.

HORIZONTAL BOUNDARIES ARE:

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

(D) LOCKER UNITS

Being Units 189 to 314, both inclusive on Level A; Units 294 to 418, both inclusive on Level B and Units 43 to 52, both inclusive on Level C;

VERTICAL BOUNDARIES ARE:

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

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SCHEDULE "C"

HORIZONTAL BOUNDARIES ARE:

- (1) The upper surface of the concrete floor slab and production thereof;
- (2) The lower surface and plane of the wire mesh ceiling and production thereof.
- (3) The unitside surface and plane of the drywall sheathing and production thereof;
- (4) The lower surface and plane of the acoustic tile suspended ceiling and production thereof;

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 6 of the Description.

February 3, 2014

Dated


Ophir N. Dzaldov
Ontario Land Surveyor

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

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SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
The Fountains - Phase I & II, Buildings G, H & K

Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Residential	1	0.15970	0.15970
Residential	2	0.12976	0.12976
Residential	3	0.12976	0.12976
Residential	4	0.15970	0.15970
Residential	5	0.21959	0.21959
Residential	6	0.19535	0.19535
Residential	7	0.20961	0.20961
Residential	8	0.18394	0.18394
Guest Suite	9	0.10038	0.10038
Residential	10	0.18394	0.18394
Residential	11	0.15400	0.15400
Residential	12	0.20248	0.20248
Residential	13	0.15114	0.15114
Residential	14	0.16769	0.16769
Residential	15	0.11835	0.11835
Residential	16	0.16198	0.16198
Residential	17	0.19050	0.19050
Residential	18	0.18965	0.18965
Residential	19	0.16683	0.16683
Residential	20	0.17681	0.17681
Residential	21	0.18023	0.18023
Residential	22	0.18195	0.18195
Residential	23	0.18195	0.18195
Residential	24	0.24241	0.24241
Residential	25	0.24241	0.24241
Residential	26	0.22815	0.22815
Residential	27	0.13463	0.13463
Residential	28	0.18038	0.18038
Residential	29	0.12286	0.12286
Residential	30	0.21305	0.21305
Residential	31	0.21698	0.21698
Residential	32	0.15554	0.15554
Residential	33	0.15554	0.15554
Residential	34	0.15162	0.15162
Residential	35	0.20652	0.20652
Residential	36	0.16338	0.16338
Residential	37	0.15162	0.15162
Residential	38	0.15554	0.15554
Residential	39	0.15554	0.15554
Residential	40	0.21698	0.21698
Residential	41	0.21305	0.21305
Residential	42	0.12940	0.12940
Residential	43	0.18038	0.18038
Residential	44	0.18430	0.18430
Residential	45	0.18953	0.18953
Guest Suite	46	0.11785	0.11785
Residential	1	0.18965	0.18965
Residential	2	0.24668	0.24668
Residential	3	0.15057	0.15057
Residential	4	0.15057	0.15057
Residential	5	0.24668	0.24668
Residential	6	0.18965	0.18965
Residential	7	0.17966	0.17966
Residential	8	0.24811	0.24811
Residential	9	0.15685	0.15685
Residential	10	0.15685	0.15685
Residential	11	0.24811	0.24811
Residential	12	0.17966	0.17966
Residential	13	0.15685	0.15685
Residential	14	0.17111	0.17111
Residential	15	0.14259	0.14259
Residential	16	0.22815	0.22815

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
The Fountains - Phase I & II, Buildings G, H & K

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Residential	17	2	0.22815	0.22815
Residential	18	2	0.17253	0.17253
Residential	19	2	0.17966	0.17966
Residential	20	2	0.18195	0.18195
Residential	21	2	0.18195	0.18195
Residential	22	2	0.18195	0.18195
Residential	23	2	0.24241	0.24241
Residential	24	2	0.24241	0.24241
Residential	25	2	0.15257	0.15257
Residential	26	2	0.15685	0.15685
Residential	27	2	0.16208	0.16208
Residential	28	2	0.18038	0.18038
Residential	29	2	0.14116	0.14116
Residential	30	2	0.21305	0.21305
Residential	31	2	0.21698	0.21698
Residential	32	2	0.15554	0.15554
Residential	33	2	0.15554	0.15554
Residential	34	2	0.15162	0.15162
Residential	35	2	0.16338	0.16338
Residential	36	2	0.15946	0.15946
Residential	37	2	0.16338	0.16338
Residential	38	2	0.15162	0.15162
Residential	39	2	0.15554	0.15554
Residential	40	2	0.15554	0.15554
Residential	41	2	0.21698	0.21698
Residential	42	2	0.21305	0.21305
Residential	43	2	0.15031	0.15031
Residential	44	2	0.18038	0.18038
Residential	45	2	0.18430	0.18430
Residential	46	2	0.18953	0.18953
Residential	47	2	0.18168	0.18168
Residential	48	2	0.16731	0.16731
Residential	1	3	0.18965	0.18965
Residential	2	3	0.24668	0.24668
Residential	3	3	0.15057	0.15057
Residential	4	3	0.15057	0.15057
Residential	5	3	0.24668	0.24668
Residential	6	3	0.18965	0.18965
Residential	7	3	0.17966	0.17966
Residential	8	3	0.24811	0.24811
Residential	9	3	0.15685	0.15685
Residential	10	3	0.15685	0.15685
Residential	11	3	0.24811	0.24811
Residential	12	3	0.17966	0.17966
Residential	13	3	0.15685	0.15685
Residential	14	3	0.17111	0.17111
Residential	15	3	0.14259	0.14259
Residential	16	3	0.22815	0.22815
Residential	17	3	0.22815	0.22815
Residential	18	3	0.17253	0.17253
Residential	19	3	0.17966	0.17966
Residential	20	3	0.18195	0.18195
Residential	21	3	0.18195	0.18195
Residential	22	3	0.18195	0.18195
Residential	23	3	0.24241	0.24241
Residential	24	3	0.24241	0.24241
Residential	25	3	0.15257	0.15257
Residential	26	3	0.15685	0.15685
Residential	27	3	0.16208	0.16208
Residential	28	3	0.18038	0.18038
Residential	29	3	0.14116	0.14116
Residential	30	3	0.21305	0.21305

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SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
The Fountains - Phase I & II, Buildings G, H & K

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Residential	31	3	0.21698	0.21698
Residential	32	3	0.15554	0.15554
Residential	33	3	0.15554	0.15554
Residential	34	3	0.15162	0.15162
Residential	35	3	0.16338	0.16338
Residential	36	3	0.15946	0.15946
Residential	37	3	0.16338	0.16338
Residential	38	3	0.15162	0.15162
Residential	39	3	0.15554	0.15554
Residential	40	3	0.15554	0.15554
Residential	41	3	0.21698	0.21698
Residential	42	3	0.21305	0.21305
Residential	43	3	0.15031	0.15031
Residential	44	3	0.18038	0.18038
Residential	45	3	0.18430	0.18430
Residential	46	3	0.18953	0.18953
Residential	47	3	0.18168	0.18168
Residential	48	3	0.16731	0.16731
Residential	1	4	0.18965	0.18965
Residential	2	4	0.24668	0.24668
Residential	3	4	0.15057	0.15057
Residential	4	4	0.15057	0.15057
Residential	5	4	0.24668	0.24668
Residential	6	4	0.18965	0.18965
Residential	7	4	0.17966	0.17966
Residential	8	4	0.24811	0.24811
Residential	9	4	0.15685	0.15685
Residential	10	4	0.15685	0.15685
Residential	11	4	0.24811	0.24811
Residential	12	4	0.17966	0.17966
Residential	13	4	0.15685	0.15685
Residential	14	4	0.17111	0.17111
Residential	15	4	0.14259	0.14259
Residential	16	4	0.22815	0.22815
Residential	17	4	0.22815	0.22815
Residential	18	4	0.17253	0.17253
Residential	19	4	0.17966	0.17966
Residential	20	4	0.18195	0.18195
Residential	21	4	0.18195	0.18195
Residential	22	4	0.18195	0.18195
Residential	23	4	0.24241	0.24241
Residential	24	4	0.24241	0.24241
Residential	25	4	0.15257	0.15257
Residential	26	4	0.15685	0.15685
Residential	27	4	0.16208	0.16208
Residential	28	4	0.18038	0.18038
Residential	29	4	0.25096	0.25096
Residential	30	4	0.26272	0.26272
Residential	31	4	0.23528	0.23528
Residential	32	4	0.21959	0.21959
Residential	33	4	0.15946	0.15946
Residential	34	4	0.23449	0.23449
Residential	35	4	0.23528	0.23528
Residential	36	4	0.26272	0.26272
Residential	37	4	0.25880	0.25880
Residential	38	4	0.18038	0.18038
Residential	39	4	0.26795	0.26795
Residential	40	4	0.28756	0.28756
Residential	41	4	0.16731	0.16731
Residential	1	5	0.18965	0.18965
Residential	2	5	0.24668	0.24668

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SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
The Fountains - Phase I & II, Buildings G, H & K

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Residential	3	5	0.15057	0.15057
Residential	4	5	0.15057	0.15057
Residential	5	5	0.24668	0.24668
Residential	6	5	0.18965	0.18965
Residential	7	5	0.17966	0.17966
Residential	8	5	0.24811	0.24811
Residential	9	5	0.15685	0.15685
Residential	10	5	0.15685	0.15685
Residential	11	5	0.24811	0.24811
Residential	12	5	0.17966	0.17966
Residential	13	5	0.15685	0.15685
Residential	14	5	0.17111	0.17111
Residential	15	5	0.14259	0.14259
Residential	16	5	0.22815	0.22815
Residential	17	5	0.22815	0.22815
Residential	18	5	0.17253	0.17253
Residential	19	5	0.17966	0.17966
Residential	20	5	0.18195	0.18195
Residential	21	5	0.18195	0.18195
Residential	22	5	0.18195	0.18195
Residential	23	5	0.24241	0.24241
Residential	24	5	0.24241	0.24241
Residential	25	5	0.15257	0.15257
Residential	26	5	0.15685	0.15685
Residential	1	6	0.18965	0.18965
Residential	2	6	0.24668	0.24668
Residential	3	6	0.15057	0.15057
Residential	4	6	0.15057	0.15057
Residential	5	6	0.24668	0.24668
Residential	6	6	0.18965	0.18965
Residential	7	6	0.17966	0.17966
Residential	8	6	0.24811	0.24811
Residential	9	6	0.15685	0.15685
Residential	10	6	0.15685	0.15685
Residential	11	6	0.24811	0.24811
Residential	12	6	0.17966	0.17966
Residential	13	6	0.15685	0.15685
Residential	14	6	0.17111	0.17111
Residential	15	6	0.14259	0.14259
Residential	16	6	0.22815	0.22815
Residential	17	6	0.22815	0.22815
Residential	18	6	0.17253	0.17253
Residential	19	6	0.17966	0.17966
Residential	20	6	0.18195	0.18195
Residential	21	6	0.18195	0.18195
Residential	22	6	0.18195	0.18195
Residential	23	6	0.24241	0.24241
Residential	24	6	0.24241	0.24241
Residential	25	6	0.15257	0.15257
Residential	26	6	0.15685	0.15685
Residential	1	7	0.18965	0.18965
Residential	2	7	0.24668	0.24668
Residential	3	7	0.15057	0.15057
Residential	4	7	0.15057	0.15057
Residential	5	7	0.24668	0.24668
Residential	6	7	0.18965	0.18965
Residential	7	7	0.17966	0.17966
Residential	8	7	0.24811	0.24811
Residential	9	7	0.15685	0.15685
Residential	10	7	0.15685	0.15685
Residential	11	7	0.24811	0.24811

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
The Fountains - Phase I & II, Buildings G, H & K

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Residential	12	7	0.17966	0.17966
Residential	13	7	0.15685	0.15685
Residential	14	7	0.17111	0.17111
Residential	15	7	0.14259	0.14259
Residential	16	7	0.22815	0.22815
Residential	17	7	0.22815	0.22815
Residential	18	7	0.17253	0.17253
Residential	19	7	0.17966	0.17966
Residential	20	7	0.18195	0.18195
Residential	21	7	0.18195	0.18195
Residential	22	7	0.18195	0.18195
Residential	23	7	0.24241	0.24241
Residential	24	7	0.24241	0.24241
Residential	25	7	0.15257	0.15257
Residential	26	7	0.15685	0.15685
Residential	1	8	0.18965	0.18965
Residential	2	8	0.24668	0.24668
Residential	3	8	0.15057	0.15057
Residential	4	8	0.15057	0.15057
Residential	5	8	0.24668	0.24668
Residential	6	8	0.18965	0.18965
Residential	7	8	0.17966	0.17966
Residential	8	8	0.24811	0.24811
Residential	9	8	0.15685	0.15685
Residential	10	8	0.15685	0.15685
Residential	11	8	0.24811	0.24811
Residential	12	8	0.17966	0.17966
Residential	13	8	0.15685	0.15685
Residential	14	8	0.17111	0.17111
Residential	15	8	0.14259	0.14259
Residential	16	8	0.22815	0.22815
Residential	17	8	0.22815	0.22815
Residential	18	8	0.17253	0.17253
Residential	19	8	0.17966	0.17966
Residential	20	8	0.18195	0.18195
Residential	21	8	0.18195	0.18195
Residential	22	8	0.18195	0.18195
Residential	23	8	0.24241	0.24241
Residential	24	8	0.24241	0.24241
Residential	25	8	0.15257	0.15257
Residential	26	8	0.15685	0.15685
Residential	1	9	0.18965	0.18965
Residential	2	9	0.24668	0.24668
Residential	3	9	0.15057	0.15057
Residential	4	9	0.15057	0.15057
Residential	5	9	0.24668	0.24668
Residential	6	9	0.18965	0.18965
Residential	7	9	0.17966	0.17966
Residential	8	9	0.24811	0.24811
Residential	9	9	0.15685	0.15685
Residential	10	9	0.15685	0.15685
Residential	11	9	0.24811	0.24811
Residential	12	9	0.17966	0.17966
Residential	13	9	0.15685	0.15685
Residential	14	9	0.17111	0.17111
Residential	15	9	0.14259	0.14259
Residential	16	9	0.22815	0.22815
Residential	17	9	0.22815	0.22815
Residential	18	9	0.17253	0.17253
Residential	19	9	0.17966	0.17966
Residential	20	9	0.18195	0.18195

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SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
The Fountains - Phase I & II, Buildings G, H & K

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Residential	21	9	0.18195	0.18195
Residential	22	9	0.18195	0.18195
Residential	23	9	0.24241	0.24241
Residential	24	9	0.24241	0.24241
Residential	25	9	0.15257	0.15257
Residential	26	9	0.15685	0.15685
Residential	1	10	0.18965	0.18965
Residential	2	10	0.24668	0.24668
Residential	3	10	0.15057	0.15057
Residential	4	10	0.15057	0.15057
Residential	5	10	0.24668	0.24668
Residential	6	10	0.18965	0.18965
Residential	7	10	0.17966	0.17966
Residential	8	10	0.24811	0.24811
Residential	9	10	0.15685	0.15685
Residential	10	10	0.15685	0.15685
Residential	11	10	0.24811	0.24811
Residential	12	10	0.17966	0.17966
Residential	13	10	0.15685	0.15685
Residential	14	10	0.17111	0.17111
Residential	15	10	0.14259	0.14259
Residential	16	10	0.22815	0.22815
Residential	17	10	0.22815	0.22815
Residential	18	10	0.17253	0.17253
Residential	19	10	0.17966	0.17966
Residential	20	10	0.18195	0.18195
Residential	21	10	0.18195	0.18195
Residential	22	10	0.18195	0.18195
Residential	23	10	0.24241	0.24241
Residential	24	10	0.24241	0.24241
Residential	25	10	0.15257	0.15257
Residential	26	10	0.15685	0.15685
Residential	1	11	0.18965	0.18965
Residential	2	11	0.24668	0.24668
Residential	3	11	0.15057	0.15057
Residential	4	11	0.15057	0.15057
Residential	5	11	0.24668	0.24668
Residential	6	11	0.18965	0.18965
Residential	7	11	0.17966	0.17966
Residential	8	11	0.24811	0.24811
Residential	9	11	0.15685	0.15685
Residential	10	11	0.15685	0.15685
Residential	11	11	0.24811	0.24811
Residential	12	11	0.17966	0.17966
Residential	13	11	0.15685	0.15685
Residential	14	11	0.17111	0.17111
Residential	15	11	0.14259	0.14259
Residential	16	11	0.22815	0.22815
Residential	17	11	0.22815	0.22815
Residential	18	11	0.17253	0.17253
Residential	19	11	0.17966	0.17966
Residential	20	11	0.18195	0.18195
Residential	21	11	0.18195	0.18195
Residential	22	11	0.18195	0.18195
Residential	23	11	0.24241	0.24241
Residential	24	11	0.24241	0.24241
Residential	25	11	0.15257	0.15257
Residential	26	11	0.15685	0.15685
Residential	1	12	0.18965	0.18965
Residential	2	12	0.24668	0.24668

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SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
The Fountains - Phase I & II, Buildings G, H & K

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Residential	3	12	0.15057	0.15057
Residential	4	12	0.15057	0.15057
Residential	5	12	0.24668	0.24668
Residential	6	12	0.18965	0.18965
Residential	7	12	0.17966	0.17966
Residential	8	12	0.24811	0.24811
Residential	9	12	0.15685	0.15685
Residential	10	12	0.15685	0.15685
Residential	11	12	0.24811	0.24811
Residential	12	12	0.17966	0.17966
Residential	13	12	0.15685	0.15685
Residential	14	12	0.17111	0.17111
Residential	15	12	0.14259	0.14259
Residential	16	12	0.22815	0.22815
Residential	17	12	0.22815	0.22815
Residential	18	12	0.17253	0.17253
Residential	19	12	0.17966	0.17966
Residential	20	12	0.18195	0.18195
Residential	21	12	0.18195	0.18195
Residential	22	12	0.18195	0.18195
Residential	23	12	0.24241	0.24241
Residential	24	12	0.24241	0.24241
Residential	25	12	0.15257	0.15257
Residential	26	12	0.15685	0.15685
Residential	1	13	0.18965	0.18965
Residential	2	13	0.24668	0.24668
Residential	3	13	0.15057	0.15057
Residential	4	13	0.15057	0.15057
Residential	5	13	0.24668	0.24668
Residential	6	13	0.18965	0.18965
Residential	7	13	0.17966	0.17966
Residential	8	13	0.24811	0.24811
Residential	9	13	0.15685	0.15685
Residential	10	13	0.15685	0.15685
Residential	11	13	0.24811	0.24811
Residential	12	13	0.17966	0.17966
Residential	13	13	0.15685	0.15685
Residential	14	13	0.17111	0.17111
Residential	15	13	0.14259	0.14259
Residential	16	13	0.22815	0.22815
Residential	17	13	0.22815	0.22815
Residential	18	13	0.17253	0.17253
Residential	19	13	0.17966	0.17966
Residential	20	13	0.18195	0.18195
Residential	21	13	0.18195	0.18195
Residential	22	13	0.18195	0.18195
Residential	23	13	0.24241	0.24241
Residential	24	13	0.24241	0.24241
Residential	25	13	0.15257	0.15257
Residential	26	13	0.15685	0.15685
Residential	1	14	0.18965	0.18965
Residential	2	14	0.24668	0.24668
Residential	3	14	0.15057	0.15057
Residential	4	14	0.15057	0.15057
Residential	5	14	0.24668	0.24668
Residential	6	14	0.18965	0.18965
Residential	7	14	0.17966	0.17966
Residential	8	14	0.24811	0.24811
Residential	9	14	0.15685	0.15685
Residential	10	14	0.15685	0.15685
Residential	11	14	0.24811	0.24811

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
The Fountains - Phase I & II, Buildings G, H & K

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Residential	12	14	0.17966	0.17966
Residential	13	14	0.15685	0.15685
Residential	14	14	0.17111	0.17111
Residential	15	14	0.14259	0.14259
Residential	16	14	0.22815	0.22815
Residential	17	14	0.22815	0.22815
Residential	18	14	0.17253	0.17253
Residential	19	14	0.17966	0.17966
Residential	20	14	0.18195	0.18195
Residential	21	14	0.18195	0.18195
Residential	22	14	0.18195	0.18195
Residential	23	14	0.24241	0.24241
Residential	24	14	0.24241	0.24241
Residential	25	14	0.15257	0.15257
Residential	26	14	0.15685	0.15685
Residential	1	15	0.18965	0.18965
Residential	2	15	0.24668	0.24668
Residential	3	15	0.15057	0.15057
Residential	4	15	0.15057	0.15057
Residential	5	15	0.24668	0.24668
Residential	6	15	0.18965	0.18965
Residential	7	15	0.17966	0.17966
Residential	8	15	0.24811	0.24811
Residential	9	15	0.15685	0.15685
Residential	10	15	0.15685	0.15685
Residential	11	15	0.24811	0.24811
Residential	12	15	0.17966	0.17966
Residential	13	15	0.17539	0.17539
Residential	14	15	0.29944	0.29944
Residential	15	15	0.26950	0.26950
Residential	16	15	0.27378	0.27378
Residential	17	15	0.26665	0.26665
Residential	18	15	0.33880	0.33880
Residential	19	15	0.24241	0.24241
Residential	20	15	0.15257	0.15257
Residential	21	15	0.15685	0.15685
Residential	1	16	0.18965	0.18965
Residential	2	16	0.24668	0.24668
Residential	3	16	0.15057	0.15057
Residential	4	16	0.15057	0.15057
Residential	5	16	0.24668	0.24668
Residential	6	16	0.47712	0.47712
Residential	7	16	0.36218	0.36218
Residential	8	16	0.20390	0.20390
Residential	9	16	0.17539	0.17539
Residential	10	16	0.29944	0.29944
Residential	11	16	0.26950	0.26950
Residential	12	16	0.27378	0.27378
Residential	13	16	0.26665	0.26665
Residential	14	16	0.33880	0.33880
Residential	15	16	0.24241	0.24241
Residential	16	16	0.15257	0.15257
Residential	17	16	0.15685	0.15685
Residential	1	17	0.18965	0.18965
Residential	2	17	0.24668	0.24668
Residential	3	17	0.15057	0.15057
Residential	4	17	0.15057	0.15057
Residential	5	17	0.24668	0.24668
Residential	6	17	0.18965	0.18965
Residential	7	17	0.28746	0.28746

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
The Fountains - Phase I & II, Buildings G, H & K

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Residential	8	17	0.36218	0.36218
Residential	9	17	0.20390	0.20390
Residential	1	18	0.18965	0.18965
Residential	2	18	0.24668	0.24668
Residential	3	18	0.15057	0.15057
Residential	4	18	0.15057	0.15057
Residential	5	18	0.24668	0.24668
Residential	6	18	0.18965	0.18965
Residential	7	18	0.28746	0.28746
Residential	8	18	0.36218	0.36218
Residential	9	18	0.20390	0.20390
Parking	1	A	0.00594	0.00594
Parking	2	A	0.00594	0.00594
Parking	3	A	0.00594	0.00594
Parking	4	A	0.00594	0.00594
Parking	5	A	0.00594	0.00594
Parking	6	A	0.00594	0.00594
Parking	7	A	0.00594	0.00594
Parking	8	A	0.00594	0.00594
Parking	9	A	0.00594	0.00594
Parking	10	A	0.00594	0.00594
Parking	11	A	0.00594	0.00594
Parking	12	A	0.00594	0.00594
Parking	13	A	0.00594	0.00594
Parking	14	A	0.00594	0.00594
Parking	15	A	0.00594	0.00594
Parking	16	A	0.00594	0.00594
Parking	17	A	0.00594	0.00594
Parking	18	A	0.00594	0.00594
Parking	19	A	0.00594	0.00594
Parking	20	A	0.00594	0.00594
Parking	21	A	0.00594	0.00594
Parking	22	A	0.00594	0.00594
Parking	23	A	0.00594	0.00594
Parking	24	A	0.00594	0.00594
Parking	25	A	0.00594	0.00594
Parking	26	A	0.00594	0.00594
Parking	27	A	0.00594	0.00594
Parking	28	A	0.00594	0.00594
Parking	29	A	0.00594	0.00594
Parking	30	A	0.00594	0.00594
Parking	31	A	0.00594	0.00594
Parking	32	A	0.00594	0.00594
Parking	33	A	0.00594	0.00594
Parking	34	A	0.00594	0.00594
Parking	35	A	0.00594	0.00594
Parking	36	A	0.00594	0.00594
Parking	37	A	0.00594	0.00594
Parking	38	A	0.00594	0.00594
Parking	39	A	0.00594	0.00594
Parking	40	A	0.00594	0.00594
Parking	41	A	0.00594	0.00594
Parking	42	A	0.00594	0.00594
Parking	43	A	0.00594	0.00594
Parking	44	A	0.00594	0.00594
Parking	45	A	0.00594	0.00594
Parking	46	A	0.00594	0.00594
Parking	47	A	0.00594	0.00594
Parking	48	A	0.00594	0.00594
Parking	49	A	0.00594	0.00594
Parking	50	A	0.00594	0.00594

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
The Fountains - Phase I & II, Buildings G, H & K

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Parking	51	A	0.00594	0.00594
Parking	52	A	0.00594	0.00594
Parking	53	A	0.00594	0.00594
Parking	54	A	0.00594	0.00594
Parking	55	A	0.00594	0.00594
Parking	56	A	0.00594	0.00594
Parking	57	A	0.00594	0.00594
Parking	58	A	0.00594	0.00594
Parking	59	A	0.00594	0.00594
Parking	60	A	0.00594	0.00594
Parking	61	A	0.00594	0.00594
Parking	62	A	0.00594	0.00594
Parking	63	A	0.00594	0.00594
Parking	64	A	0.00594	0.00594
Parking	65	A	0.00594	0.00594
Parking	66	A	0.00594	0.00594
Parking	67	A	0.00594	0.00594
Parking	68	A	0.00594	0.00594
Parking	69	A	0.00594	0.00594
Parking	70	A	0.00594	0.00594
Parking	71	A	0.00594	0.00594
Parking	72	A	0.00594	0.00594
Parking	73	A	0.00594	0.00594
Parking	74	A	0.00594	0.00594
Parking	75	A	0.00594	0.00594
Parking	76	A	0.00594	0.00594
Parking	77	A	0.00594	0.00594
Parking	78	A	0.00594	0.00594
Parking	79	A	0.00594	0.00594
Parking	80	A	0.00594	0.00594
Parking	81	A	0.00594	0.00594
Parking	82	A	0.00594	0.00594
Parking	83	A	0.00594	0.00594
Parking	84	A	0.00594	0.00594
Parking	85	A	0.00594	0.00594
Parking	86	A	0.00594	0.00594
Parking	87	A	0.00594	0.00594
Parking	88	A	0.00594	0.00594
Parking	89	A	0.00594	0.00594
Parking	90	A	0.00594	0.00594
Parking	91	A	0.00594	0.00594
Parking	92	A	0.00594	0.00594
Parking	93	A	0.00594	0.00594
Parking	94	A	0.00594	0.00594
Parking	95	A	0.00594	0.00594
Parking	96	A	0.00594	0.00594
Parking	97	A	0.00594	0.00594
Parking	98	A	0.00594	0.00594
Parking	99	A	0.00594	0.00594
Parking	100	A	0.00594	0.00594
Parking	101	A	0.00594	0.00594
Parking	102	A	0.00594	0.00594
Parking	103	A	0.00594	0.00594
Parking	104	A	0.00594	0.00594
Parking	105	A	0.00594	0.00594
Parking	106	A	0.00594	0.00594
Parking	107	A	0.00594	0.00594
Parking	108	A	0.00594	0.00594
Parking	109	A	0.00594	0.00594
Parking	110	A	0.00594	0.00594
Parking	111	A	0.00594	0.00594
Parking	112	A	0.00594	0.00594
Parking	113	A	0.00594	0.00594

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SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
The Fountains - Phase I & II, Buildings G, H & K

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Parking	114	A	0.00594	0.00594
Parking	115	A	0.00594	0.00594
Parking	116	A	0.00594	0.00594
Parking	117	A	0.00594	0.00594
Parking	118	A	0.00594	0.00594
Parking	119	A	0.00594	0.00594
Parking	120	A	0.00594	0.00594
Parking	121	A	0.00594	0.00594
Parking	122	A	0.00594	0.00594
Parking	123	A	0.00594	0.00594
Parking	124	A	0.00594	0.00594
Parking	125	A	0.00594	0.00594
Parking	126	A	0.00594	0.00594
Parking	127	A	0.00594	0.00594
Parking	128	A	0.00594	0.00594
Parking	129	A	0.00594	0.00594
Parking	130	A	0.00594	0.00594
Parking	131	A	0.00594	0.00594
Parking	132	A	0.00594	0.00594
Parking	133	A	0.00594	0.00594
Parking	134	A	0.00594	0.00594
Parking	135	A	0.00594	0.00594
Parking	136	A	0.00594	0.00594
Parking	137	A	0.00594	0.00594
Parking	138	A	0.00594	0.00594
Parking	139	A	0.00594	0.00594
Parking	140	A	0.00594	0.00594
Parking	141	A	0.00594	0.00594
Parking	142	A	0.00594	0.00594
Parking	143	A	0.00594	0.00594
Parking	144	A	0.00594	0.00594
Parking	145	A	0.00594	0.00594
Parking	146	A	0.00594	0.00594
Parking	147	A	0.00594	0.00594
Parking	148	A	0.00594	0.00594
Parking	149	A	0.00594	0.00594
Parking	150	A	0.00594	0.00594
Parking	151	A	0.00594	0.00594
Parking	152	A	0.00594	0.00594
Parking	153	A	0.00594	0.00594
Parking	154	A	0.00594	0.00594
Parking	155	A	0.00594	0.00594
Parking	156	A	0.00594	0.00594
Parking	157	A	0.00594	0.00594
Parking	158	A	0.00594	0.00594
Parking	159	A	0.00594	0.00594
Parking	160	A	0.00594	0.00594
Parking	161	A	0.00594	0.00594
Parking	162	A	0.00594	0.00594
Parking	163	A	0.00594	0.00594
Parking	164	A	0.00594	0.00594
Parking	165	A	0.00594	0.00594
Parking	166	A	0.00594	0.00594
Parking	167	A	0.00594	0.00594
Parking	168	A	0.00594	0.00594
Parking	169	A	0.00594	0.00594
Parking	170	A	0.00594	0.00594
Parking	171	A	0.00594	0.00594
Parking	172	A	0.00594	0.00594
Parking	173	A	0.00594	0.00594
Parking	174	A	0.00594	0.00594
Parking	175	A	0.00594	0.00594
Parking	176	A	0.00594	0.00594

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SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
The Fountains - Phase I & II, Buildings G, H & K

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Parking	177	A	0.00594	0.00594
Parking	178	A	0.00594	0.00594
Parking	179	A	0.00594	0.00594
Parking	180	A	0.00594	0.00594
Parking	181	A	0.00594	0.00594
Parking	182	A	0.00594	0.00594
Parking	183	A	0.00594	0.00594
Parking	184	A	0.00594	0.00594
Parking	185	A	0.00594	0.00594
Parking	186	A	0.00594	0.00594
Parking	187	A	0.00594	0.00594
Parking	188	A	0.00594	0.00594
Lockers	189	A	0.00239	0.00239
Lockers	190	A	0.00239	0.00239
Lockers	191	A	0.00239	0.00239
Lockers	192	A	0.00239	0.00239
Lockers	193	A	0.00239	0.00239
Lockers	194	A	0.00239	0.00239
Lockers	195	A	0.00239	0.00239
Lockers	196	A	0.00239	0.00239
Lockers	197	A	0.00239	0.00239
Lockers	198	A	0.00239	0.00239
Lockers	199	A	0.00239	0.00239
Lockers	200	A	0.00239	0.00239
Lockers	201	A	0.00239	0.00239
Lockers	202	A	0.00239	0.00239
Lockers	203	A	0.00239	0.00239
Lockers	204	A	0.00239	0.00239
Lockers	205	A	0.00239	0.00239
Lockers	206	A	0.00239	0.00239
Lockers	207	A	0.00239	0.00239
Lockers	208	A	0.00239	0.00239
Lockers	209	A	0.00239	0.00239
Lockers	210	A	0.00239	0.00239
Lockers	211	A	0.00239	0.00239
Lockers	212	A	0.00239	0.00239
Lockers	213	A	0.00239	0.00239
Lockers	214	A	0.00239	0.00239
Lockers	215	A	0.00239	0.00239
Lockers	216	A	0.00239	0.00239
Lockers	217	A	0.00239	0.00239
Lockers	218	A	0.00239	0.00239
Lockers	219	A	0.00239	0.00239
Lockers	220	A	0.00239	0.00239
Lockers	221	A	0.00239	0.00239
Lockers	222	A	0.00239	0.00239
Lockers	223	A	0.00239	0.00239
Lockers	224	A	0.00239	0.00239
Lockers	225	A	0.00239	0.00239
Lockers	226	A	0.00239	0.00239
Lockers	227	A	0.00239	0.00239
Lockers	228	A	0.00239	0.00239
Lockers	229	A	0.00239	0.00239
Lockers	230	A	0.00239	0.00239
Lockers	231	A	0.00239	0.00239
Lockers	232	A	0.00239	0.00239
Lockers	233	A	0.00239	0.00239
Lockers	234	A	0.00239	0.00239
Lockers	235	A	0.00239	0.00239
Lockers	236	A	0.00239	0.00239
Lockers	237	A	0.00239	0.00239
Lockers	238	A	0.00239	0.00239
Lockers	239	A	0.00239	0.00239

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
The Fountains - Phase I & II, Buildings G, H & K

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Lockers	240	A	0.00239	0.00239
Lockers	241	A	0.00239	0.00239
Lockers	242	A	0.00239	0.00239
Lockers	243	A	0.00239	0.00239
Lockers	244	A	0.00239	0.00239
Lockers	245	A	0.00239	0.00239
Lockers	246	A	0.00239	0.00239
Lockers	247	A	0.00239	0.00239
Lockers	248	A	0.00239	0.00239
Lockers	249	A	0.00239	0.00239
Lockers	250	A	0.00239	0.00239
Lockers	251	A	0.00239	0.00239
Lockers	252	A	0.00239	0.00239
Lockers	253	A	0.00239	0.00239
Lockers	254	A	0.00239	0.00239
Lockers	255	A	0.00239	0.00239
Lockers	256	A	0.00239	0.00239
Lockers	257	A	0.00239	0.00239
Lockers	258	A	0.00239	0.00239
Lockers	259	A	0.00239	0.00239
Lockers	260	A	0.00239	0.00239
Lockers	261	A	0.00239	0.00239
Lockers	262	A	0.00239	0.00239
Lockers	263	A	0.00239	0.00239
Lockers	264	A	0.00239	0.00239
Lockers	265	A	0.00239	0.00239
Lockers	266	A	0.00239	0.00239
Lockers	267	A	0.00239	0.00239
Lockers	268	A	0.00239	0.00239
Lockers	269	A	0.00239	0.00239
Lockers	270	A	0.00239	0.00239
Lockers	271	A	0.00239	0.00239
Lockers	272	A	0.00239	0.00239
Lockers	273	A	0.00239	0.00239
Lockers	274	A	0.00239	0.00239
Lockers	275	A	0.00239	0.00239
Lockers	276	A	0.00239	0.00239
Lockers	277	A	0.00239	0.00239
Lockers	278	A	0.00239	0.00239
Lockers	279	A	0.00239	0.00239
Lockers	280	A	0.00239	0.00239
Lockers	281	A	0.00239	0.00239
Lockers	282	A	0.00239	0.00239
Lockers	283	A	0.00239	0.00239
Lockers	284	A	0.00239	0.00239
Lockers	285	A	0.00239	0.00239
Lockers	286	A	0.00239	0.00239
Lockers	287	A	0.00239	0.00239
Lockers	288	A	0.00239	0.00239
Lockers	289	A	0.00239	0.00239
Lockers	290	A	0.00239	0.00239
Lockers	291	A	0.00239	0.00239
Lockers	292	A	0.00239	0.00239
Lockers	293	A	0.00239	0.00239
Lockers	294	A	0.00239	0.00239
Lockers	295	A	0.00239	0.00239
Lockers	296	A	0.00239	0.00239
Lockers	297	A	0.00239	0.00239
Lockers	298	A	0.00239	0.00239
Lockers	299	A	0.00239	0.00239
Lockers	300	A	0.00239	0.00239
Lockers	301	A	0.00239	0.00239
Lockers	302	A	0.00239	0.00239

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SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
The Fountains - Phase I & II, Buildings G, H & K

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Lockers	303	A	0.00239	0.00239
Lockers	304	A	0.00239	0.00239
Lockers	305	A	0.00239	0.00239
Lockers	306	A	0.00239	0.00239
Lockers	307	A	0.00239	0.00239
Lockers	308	A	0.00239	0.00239
Lockers	309	A	0.00239	0.00239
Lockers	310	A	0.00239	0.00239
Lockers	311	A	0.00239	0.00239
Lockers	312	A	0.00239	0.00239
Lockers	313	A	0.00239	0.00239
Lockers	314	A	0.00239	0.00239
Parking	1	B	0.00594	0.00594
Parking	2	B	0.00594	0.00594
Parking	3	B	0.00594	0.00594
Parking	4	B	0.00594	0.00594
Parking	5	B	0.00594	0.00594
Parking	6	B	0.00594	0.00594
Parking	7	B	0.00594	0.00594
Parking	8	B	0.00594	0.00594
Parking	9	B	0.00594	0.00594
Parking	10	B	0.00594	0.00594
Parking	11	B	0.00594	0.00594
Parking	12	B	0.00594	0.00594
Parking	13	B	0.00594	0.00594
Parking	14	B	0.00594	0.00594
Parking	15	B	0.00594	0.00594
Parking	16	B	0.00594	0.00594
Parking	17	B	0.00594	0.00594
Parking	18	B	0.00594	0.00594
Parking	19	B	0.00594	0.00594
Parking	20	B	0.00594	0.00594
Parking	21	B	0.00594	0.00594
Parking	22	B	0.00594	0.00594
Parking	23	B	0.00594	0.00594
Parking	24	B	0.00594	0.00594
Parking	25	B	0.00594	0.00594
Parking	26	B	0.00594	0.00594
Parking	27	B	0.00594	0.00594
Parking	28	B	0.00594	0.00594
Parking	29	B	0.00594	0.00594
Parking	30	B	0.00594	0.00594
Parking	31	B	0.00594	0.00594
Parking	32	B	0.00594	0.00594
Parking	33	B	0.00594	0.00594
Parking	34	B	0.00594	0.00594
Parking	35	B	0.00594	0.00594
Parking	36	B	0.00594	0.00594
Parking	37	B	0.00594	0.00594
Parking	38	B	0.00594	0.00594
Parking	39	B	0.00594	0.00594
Parking	40	B	0.00594	0.00594
Parking	41	B	0.00594	0.00594
Parking	42	B	0.00594	0.00594
Parking	43	B	0.00594	0.00594
Parking	44	B	0.00594	0.00594
Parking	45	B	0.00594	0.00594
Parking	46	B	0.00594	0.00594
Parking	47	B	0.00594	0.00594
Parking	48	B	0.00594	0.00594
Parking	49	B	0.00594	0.00594
Parking	50	B	0.00594	0.00594

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SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
The Fountains - Phase I & II, Buildings G, H & K

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Parking	51	B	0.00594	0.00594
Parking	52	B	0.00594	0.00594
Parking	53	B	0.00594	0.00594
Parking	54	B	0.00594	0.00594
Parking	55	B	0.00594	0.00594
Parking	56	B	0.00594	0.00594
Parking	57	B	0.00594	0.00594
Parking	58	B	0.00594	0.00594
Parking	59	B	0.00594	0.00594
Parking	60	B	0.00594	0.00594
Parking	61	B	0.00594	0.00594
Parking	62	B	0.00594	0.00594
Parking	63	B	0.00594	0.00594
Parking	64	B	0.00594	0.00594
Parking	65	B	0.00594	0.00594
Parking	66	B	0.00594	0.00594
Parking	67	B	0.00594	0.00594
Parking	68	B	0.00594	0.00594
Parking	69	B	0.00594	0.00594
Parking	70	B	0.00594	0.00594
Parking	71	B	0.00594	0.00594
Parking	72	B	0.00594	0.00594
Parking	73	B	0.00594	0.00594
Parking	74	B	0.00594	0.00594
Parking	75	B	0.00594	0.00594
Parking	76	B	0.00594	0.00594
Parking	77	B	0.00594	0.00594
Parking	78	B	0.00594	0.00594
Parking	79	B	0.00594	0.00594
Parking	80	B	0.00594	0.00594
Parking	81	B	0.00594	0.00594
Parking	82	B	0.00594	0.00594
Parking	83	B	0.00594	0.00594
Parking	84	B	0.00594	0.00594
Parking	85	B	0.00594	0.00594
Parking	86	B	0.00594	0.00594
Parking	87	B	0.00594	0.00594
Parking	88	B	0.00594	0.00594
Parking	89	B	0.00594	0.00594
Parking	90	B	0.00594	0.00594
Parking	91	B	0.00594	0.00594
Parking	92	B	0.00594	0.00594
Parking	93	B	0.00594	0.00594
Parking	94	B	0.00594	0.00594
Parking	95	B	0.00594	0.00594
Parking	96	B	0.00594	0.00594
Parking	97	B	0.00594	0.00594
Parking	98	B	0.00594	0.00594
Parking	99	B	0.00594	0.00594
Parking	100	B	0.00594	0.00594
Parking	101	B	0.00594	0.00594
Parking	102	B	0.00594	0.00594
Parking	103	B	0.00594	0.00594
Parking	104	B	0.00594	0.00594
Parking	105	B	0.00594	0.00594
Parking	106	B	0.00594	0.00594
Parking	107	B	0.00594	0.00594
Parking	108	B	0.00594	0.00594
Parking	109	B	0.00594	0.00594
Parking	110	B	0.00594	0.00594
Parking	111	B	0.00594	0.00594
Parking	112	B	0.00594	0.00594
Parking	113	B	0.00594	0.00594

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SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
The Fountains - Phase I & II, Buildings G, H & K

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Parking	114	B	0.00594	0.00594
Parking	115	B	0.00594	0.00594
Parking	116	B	0.00594	0.00594
Parking	117	B	0.00594	0.00594
Parking	118	B	0.00594	0.00594
Parking	119	B	0.00594	0.00594
Parking	120	B	0.00594	0.00594
Parking	121	B	0.00594	0.00594
Parking	122	B	0.00594	0.00594
Parking	123	B	0.00594	0.00594
Parking	124	B	0.00594	0.00594
Parking	125	B	0.00594	0.00594
Parking	126	B	0.00594	0.00594
Parking	127	B	0.00594	0.00594
Parking	128	B	0.00594	0.00594
Parking	129	B	0.00594	0.00594
Parking	130	B	0.00594	0.00594
Parking	131	B	0.00594	0.00594
Parking	132	B	0.00594	0.00594
Parking	133	B	0.00594	0.00594
Parking	134	B	0.00594	0.00594
Parking	135	B	0.00594	0.00594
Parking	136	B	0.00594	0.00594
Parking	137	B	0.00594	0.00594
Parking	138	B	0.00594	0.00594
Parking	139	B	0.00594	0.00594
Parking	140	B	0.00594	0.00594
Parking	141	B	0.00594	0.00594
Parking	142	B	0.00594	0.00594
Parking	143	B	0.00594	0.00594
Parking	144	B	0.00594	0.00594
Parking	145	B	0.00594	0.00594
Parking	146	B	0.00594	0.00594
Parking	147	B	0.00594	0.00594
Parking	148	B	0.00594	0.00594
Parking	149	B	0.00594	0.00594
Parking	150	B	0.00594	0.00594
Parking	151	B	0.00594	0.00594
Parking	152	B	0.00594	0.00594
Parking	153	B	0.00594	0.00594
Parking	154	B	0.00594	0.00594
Parking	155	B	0.00594	0.00594
Parking	156	B	0.00594	0.00594
Parking	157	B	0.00594	0.00594
Parking	158	B	0.00594	0.00594
Parking	159	B	0.00594	0.00594
Parking	160	B	0.00594	0.00594
Parking	161	B	0.00594	0.00594
Parking	162	B	0.00594	0.00594
Parking	163	B	0.00594	0.00594
Parking	164	B	0.00594	0.00594
Parking	165	B	0.00594	0.00594
Parking	166	B	0.00594	0.00594
Parking	167	B	0.00594	0.00594
Parking	168	B	0.00594	0.00594
Parking	169	B	0.00594	0.00594
Parking	170	B	0.00594	0.00594
Parking	171	B	0.00594	0.00594
Parking	172	B	0.00594	0.00594
Parking	173	B	0.00594	0.00594
Parking	174	B	0.00594	0.00594
Parking	175	B	0.00594	0.00594
Parking	176	B	0.00594	0.00594

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SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
The Fountains - Phase I & II, Buildings G, H & K

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Parking	177	B	0.00594	0.00594
Parking	178	B	0.00594	0.00594
Parking	179	B	0.00594	0.00594
Parking	180	B	0.00594	0.00594
Parking	181	B	0.00594	0.00594
Parking	182	B	0.00594	0.00594
Parking	183	B	0.00594	0.00594
Parking	184	B	0.00594	0.00594
Parking	185	B	0.00594	0.00594
Parking	186	B	0.00594	0.00594
Parking	187	B	0.00594	0.00594
Parking	188	B	0.00594	0.00594
Parking	189	B	0.00594	0.00594
Parking	190	B	0.00594	0.00594
Parking	191	B	0.00594	0.00594
Parking	192	B	0.00594	0.00594
Parking	193	B	0.00594	0.00594
Parking	194	B	0.00594	0.00594
Parking	195	B	0.00594	0.00594
Parking	196	B	0.00594	0.00594
Parking	197	B	0.00594	0.00594
Parking	198	B	0.00594	0.00594
Parking	199	B	0.00594	0.00594
Parking	200	B	0.00594	0.00594
Parking	201	B	0.00594	0.00594
Parking	202	B	0.00594	0.00594
Parking	203	B	0.00594	0.00594
Parking	204	B	0.00594	0.00594
Parking	205	B	0.00594	0.00594
Parking	206	B	0.00594	0.00594
Parking	207	B	0.00594	0.00594
Parking	208	B	0.00594	0.00594
Parking	209	B	0.00594	0.00594
Parking	210	B	0.00594	0.00594
Parking	211	B	0.00594	0.00594
Parking	212	B	0.00594	0.00594
Parking	213	B	0.00594	0.00594
Parking	214	B	0.00594	0.00594
Parking	215	B	0.00594	0.00594
Parking	216	B	0.00594	0.00594
Parking	217	B	0.00594	0.00594
Parking	218	B	0.00594	0.00594
Parking	219	B	0.00594	0.00594
Parking	220	B	0.00594	0.00594
Parking	221	B	0.00594	0.00594
Parking	222	B	0.00594	0.00594
Parking	223	B	0.00594	0.00594
Parking	224	B	0.00594	0.00594
Parking	225	B	0.00594	0.00594
Parking	226	B	0.00594	0.00594
Parking	227	B	0.00594	0.00594
Parking	228	B	0.00594	0.00594
Parking	229	B	0.00594	0.00594
Parking	230	B	0.00594	0.00594
Parking	231	B	0.00594	0.00594
Parking	232	B	0.00594	0.00594
Parking	233	B	0.00594	0.00594
Parking	234	B	0.00594	0.00594
Parking	235	B	0.00594	0.00594
Parking	236	B	0.00594	0.00594
Parking	237	B	0.00594	0.00594
Parking	238	B	0.00594	0.00594
Parking	239	B	0.00594	0.00594

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
The Fountains - Phase I & II, Buildings G, H & K

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Parking	240	B	0.00594	0.00594
Parking	241	B	0.00594	0.00594
Parking	242	B	0.00594	0.00594
Parking	243	B	0.00594	0.00594
Parking	244	B	0.00594	0.00594
Parking	245	B	0.00594	0.00594
Parking	246	B	0.00594	0.00594
Parking	247	B	0.00594	0.00594
Parking	248	B	0.00594	0.00594
Parking	249	B	0.00594	0.00594
Parking	250	B	0.00594	0.00594
Parking	251	B	0.00594	0.00594
Parking	252	B	0.00594	0.00594
Parking	253	B	0.00594	0.00594
Parking	254	B	0.00594	0.00594
Parking	255	B	0.00594	0.00594
Parking	256	B	0.00594	0.00594
Parking	257	B	0.00594	0.00594
Parking	258	B	0.00594	0.00594
Parking	259	B	0.00594	0.00594
Parking	260	B	0.00594	0.00594
Parking	261	B	0.00594	0.00594
Parking	262	B	0.00594	0.00594
Parking	263	B	0.00594	0.00594
Parking	264	B	0.00594	0.00594
Parking	265	B	0.00594	0.00594
Parking	266	B	0.00594	0.00594
Parking	267	B	0.00594	0.00594
Parking	268	B	0.00594	0.00594
Parking	269	B	0.00594	0.00594
Parking	270	B	0.00594	0.00594
Parking	271	B	0.00594	0.00594
Parking	272	B	0.00594	0.00594
Parking	273	B	0.00594	0.00594
Parking	274	B	0.00594	0.00594
Parking	275	B	0.00594	0.00594
Parking	276	B	0.00594	0.00594
Parking	277	B	0.00594	0.00594
Parking	278	B	0.00594	0.00594
Parking	279	B	0.00594	0.00594
Parking	280	B	0.00594	0.00594
Parking	281	B	0.00594	0.00594
Parking	282	B	0.00594	0.00594
Parking	283	B	0.00594	0.00594
Parking	284	B	0.00594	0.00594
Parking	285	B	0.00594	0.00594
Parking	286	B	0.00594	0.00594
Parking	287	B	0.00594	0.00594
Parking	288	B	0.00594	0.00594
Parking	289	B	0.00594	0.00594
Parking	290	B	0.00594	0.00594
Parking	291	B	0.00594	0.00594
Parking	292	B	0.00594	0.00594
Parking	293	B	0.00594	0.00594
Lockers	294	B	0.00239	0.00239
Lockers	295	B	0.00239	0.00239
Lockers	296	B	0.00239	0.00239
Lockers	297	B	0.00239	0.00239
Lockers	298	B	0.00239	0.00239
Lockers	299	B	0.00239	0.00239
Lockers	300	B	0.00239	0.00239
Lockers	301	B	0.00239	0.00239
Lockers	302	B	0.00239	0.00239

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
The Fountains - Phase I & II, Buildings G, H & K

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Lockers	303	B	0.00239	0.00239
Lockers	304	B	0.00239	0.00239
Lockers	305	B	0.00239	0.00239
Lockers	306	B	0.00239	0.00239
Lockers	307	B	0.00239	0.00239
Lockers	308	B	0.00239	0.00239
Lockers	309	B	0.00239	0.00239
Lockers	310	B	0.00239	0.00239
Lockers	311	B	0.00239	0.00239
Lockers	312	B	0.00239	0.00239
Lockers	313	B	0.00239	0.00239
Lockers	314	B	0.00239	0.00239
Lockers	315	B	0.00239	0.00239
Lockers	316	B	0.00239	0.00239
Lockers	317	B	0.00239	0.00239
Lockers	318	B	0.00239	0.00239
Lockers	319	B	0.00239	0.00239
Lockers	320	B	0.00239	0.00239
Lockers	321	B	0.00239	0.00239
Lockers	322	B	0.00239	0.00239
Lockers	323	B	0.00239	0.00239
Lockers	324	B	0.00239	0.00239
Lockers	325	B	0.00239	0.00239
Lockers	326	B	0.00239	0.00239
Lockers	327	B	0.00239	0.00239
Lockers	328	B	0.00239	0.00239
Lockers	329	B	0.00239	0.00239
Lockers	330	B	0.00239	0.00239
Lockers	331	B	0.00239	0.00239
Lockers	332	B	0.00239	0.00239
Lockers	333	B	0.00239	0.00239
Lockers	334	B	0.00239	0.00239
Lockers	335	B	0.00239	0.00239
Lockers	336	B	0.00239	0.00239
Lockers	337	B	0.00239	0.00239
Lockers	338	B	0.00239	0.00239
Lockers	339	B	0.00239	0.00239
Lockers	340	B	0.00239	0.00239
Lockers	341	B	0.00239	0.00239
Lockers	342	B	0.00239	0.00239
Lockers	343	B	0.00239	0.00239
Lockers	344	B	0.00239	0.00239
Lockers	345	B	0.00239	0.00239
Lockers	346	B	0.00239	0.00239
Lockers	347	B	0.00239	0.00239
Lockers	348	B	0.00239	0.00239
Lockers	349	B	0.00239	0.00239
Lockers	350	B	0.00239	0.00239
Lockers	351	B	0.00239	0.00239
Lockers	352	B	0.00239	0.00239
Lockers	353	B	0.00239	0.00239
Lockers	354	B	0.00239	0.00239
Lockers	355	B	0.00239	0.00239
Lockers	356	B	0.00239	0.00239
Lockers	357	B	0.00239	0.00239
Lockers	358	B	0.00239	0.00239
Lockers	359	B	0.00239	0.00239
Lockers	360	B	0.00239	0.00239
Lockers	361	B	0.00239	0.00239
Lockers	362	B	0.00239	0.00239
Lockers	363	B	0.00239	0.00239
Lockers	364	B	0.00239	0.00239
Lockers	365	B	0.00239	0.00239

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
The Fountains - Phase I & II, Buildings G, H & K

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Lockers	366	B	0.00239	0.00239
Lockers	367	B	0.00239	0.00239
Lockers	368	B	0.00239	0.00239
Lockers	369	B	0.00239	0.00239
Lockers	370	B	0.00239	0.00239
Lockers	371	B	0.00239	0.00239
Lockers	372	B	0.00239	0.00239
Lockers	373	B	0.00239	0.00239
Lockers	374	B	0.00239	0.00239
Lockers	375	B	0.00239	0.00239
Lockers	376	B	0.00239	0.00239
Lockers	377	B	0.00239	0.00239
Lockers	378	B	0.00239	0.00239
Lockers	379	B	0.00239	0.00239
Lockers	380	B	0.00239	0.00239
Lockers	381	B	0.00239	0.00239
Lockers	382	B	0.00239	0.00239
Lockers	383	B	0.00239	0.00239
Lockers	384	B	0.00239	0.00239
Lockers	385	B	0.00239	0.00239
Lockers	386	B	0.00239	0.00239
Lockers	387	B	0.00239	0.00239
Lockers	388	B	0.00239	0.00239
Lockers	389	B	0.00239	0.00239
Lockers	390	B	0.00239	0.00239
Lockers	391	B	0.00239	0.00239
Lockers	392	B	0.00239	0.00239
Lockers	393	B	0.00239	0.00239
Lockers	394	B	0.00239	0.00239
Lockers	395	B	0.00239	0.00239
Lockers	396	B	0.00239	0.00239
Lockers	397	B	0.00239	0.00239
Lockers	398	B	0.00239	0.00239
Lockers	399	B	0.00239	0.00239
Lockers	400	B	0.00239	0.00239
Lockers	401	B	0.00239	0.00239
Lockers	402	B	0.00239	0.00239
Lockers	403	B	0.00239	0.00239
Lockers	404	B	0.00239	0.00239
Lockers	405	B	0.00239	0.00239
Lockers	406	B	0.00239	0.00239
Lockers	407	B	0.00239	0.00239
Lockers	408	B	0.00239	0.00239
Lockers	409	B	0.00239	0.00239
Lockers	410	B	0.00239	0.00239
Lockers	411	B	0.00239	0.00239
Lockers	412	B	0.00239	0.00239
Lockers	413	B	0.00239	0.00239
Lockers	414	B	0.00239	0.00239
Lockers	415	B	0.00239	0.00239
Lockers	416	B	0.00239	0.00239
Lockers	417	B	0.00239	0.00239
Lockers	418	B	0.00239	0.00239
Parking	1	C	0.00594	0.00594
Parking	2	C	0.00594	0.00594
Parking	3	C	0.00594	0.00594
Parking	4	C	0.00594	0.00594
Parking	5	C	0.00594	0.00594
Parking	6	C	0.00594	0.00594
Parking	7	C	0.00594	0.00594
Parking	8	C	0.00594	0.00594
Parking	9	C	0.00594	0.00594

SCHEDULE "D"
TO THE CONDOMINIUM DECLARATION
The Fountains - Phase I & II, Buildings G, H & K

	Unit	Level	Proportions of Common Interest as expressed in percentages	Proportions of Contribution to the Common Expenses as expressed in percentages
Parking	10	C	0.00594	0.00594
Parking	11	C	0.00594	0.00594
Parking	12	C	0.00594	0.00594
Parking	13	C	0.00594	0.00594
Parking	14	C	0.00594	0.00594
Parking	15	C	0.00594	0.00594
Parking	16	C	0.00594	0.00594
Parking	17	C	0.00594	0.00594
Parking	18	C	0.00594	0.00594
Parking	19	C	0.00594	0.00594
Parking	20	C	0.00594	0.00594
Parking	21	C	0.00594	0.00594
Parking	22	C	0.00594	0.00594
Parking	23	C	0.00594	0.00594
Parking	24	C	0.00594	0.00594
Parking	25	C	0.00594	0.00594
Parking	26	C	0.00594	0.00594
Parking	27	C	0.00594	0.00594
Parking	28	C	0.00594	0.00594
Parking	29	C	0.00594	0.00594
Parking	30	C	0.00594	0.00594
Parking	31	C	0.00594	0.00594
Parking	32	C	0.00594	0.00594
Parking	33	C	0.00594	0.00594
Parking	34	C	0.00594	0.00594
Parking	35	C	0.00594	0.00594
Parking	36	C	0.00594	0.00594
Parking	37	C	0.00594	0.00594
Parking	38	C	0.00594	0.00594
Parking	39	C	0.00594	0.00594
Parking	40	C	0.00594	0.00594
Parking	41	C	0.00594	0.00594
Parking	42	C	0.00594	0.00594
Lockers	43	C	0.00239	0.00239
Lockers	44	C	0.00239	0.00239
Lockers	45	C	0.00239	0.00239
Lockers	46	C	0.00239	0.00239
Lockers	47	C	0.00239	0.00239
Lockers	48	C	0.00239	0.00239
Lockers	49	C	0.00239	0.00239
Lockers	50	C	0.00239	0.00239
Lockers	51	C	0.00239	0.00239
Lockers	52	C	0.00239	0.00239
			100.00000	100.00000

**SCHEDULE "E" TO THE DECLARATION OF
2141806 ONTARIO INC.**

COMMON EXPENSES

- (a) All expenses of the Corporation incurred by it in the performance of its objects and duties whether such objects and duties are imposed under the provisions of the Act, the Declaration, any agreement or instrument imposing obligations on the Corporation and the by-laws or Rules of the Corporation.
- (b) All sums of money payable by the Corporation for the obtaining and maintenance of any insurance coverage required or permitted by the Act or the Declaration.
- (c) All sums of money payable for utilities and services serving the Units (if same are not separately metered for such Units) or common elements including, without limiting the generality of the foregoing, monies payable on account of:
 - (i) gas and electricity;
 - (ii) hydro and fuel;
 - (iii) water;
 - (iv) waste, garbage, recycling and organic collection and disposal;
 - (v) maintenance materials, tools and supplies; and
 - (vi) off-site snow removal (All purchasers of a Unit(s) are advised that the City of Vaughan may not require off-site snow removal. However, in the case of heavy snow falls, the limited snow storage space available may make it necessary to truck snow off site and the costs of same shall be included in the common expense fee).
- (d) Provided that all charges in respect of cable television, television, telephone and internet service shall be borne by the Owners directly and shall not form part of the common expenses.
- (e) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements.
- (f) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and professional advice services required by the Corporation in the performance of its objects, duties and powers.
- (g) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, or by its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation.
- (h) All sums of money assessed by the Corporation for the reserve fund to be paid by every Owner as part of their contribution towards common expenses, for the major repair and replacement of common elements and assets of the Corporation, in accordance with the Act and this Declaration.
- (i) All sums of money paid by the Corporation for any cleaning, repair, addition, alteration, improvement to or renovation of the common elements or assets of the Corporation.
- (j) All sums of money payable on account of realty taxes (including local improvement charges) levied against the property until such time as such taxes are levied against the individual Units.
- (k) All expenses incurred by the Corporation in enforcing any of the by-laws or Rules of the Corporation from time to time, and effecting compliance therewith by all Unit Owners and their respective tenants, licensees, residents or invitees.
- (l) All sums of money payable on account of Guest Suite Unit 1, the purchase of Guest Suite Unit 1 and the first mortgage in relation to same. All sums of money payable on account of Guest Suite Unit 2, the purchase of Guest Suite Unit 2 and the first mortgage in relation to same. All sums of money payable on account of Residential Unit 12 Level 1, the purchase of Residential Unit 12 Level 1 and the first mortgage in relation to same.
- (m) If leased, all sums of money in relation to the lease for the garbage compactor and/or sorter for the Corporation.
- (n) All expenses incurred by the Corporation to supply, install and maintain the required mail equipment to the satisfaction of Canada Post.

SCHEDULE "F"**EXCLUSIVE USE OF PORTIONS OF COMMON ELEMENTS**

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

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

UNIT NUMBER	LEVEL NUMBER	PATIO
1	1	P1
2	1	P2
3	1	P3
4	1	P4
5	1	P5
6	1	P6
7	1	P7
8	1	P8
10	1	P10
11	1	P11
12	1	P12
13	1	P13
14	1	P14
15	1	P15
16	1	P16
17	1	P17
18	1	P18
20	1	P20
21	1	P21
22	1	P22
23	1	P23
24	1	P24
25	1	P25
26	1	P26
27	1	P27
27	1	P27a
28	1	P28
29	1	P29
30	1	P30
42	1	P42
43	1	P43
44	1	P44
45	1	P45

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SCHEDULE "G"
2141806 ONTARIO INC.
75 North Park Road, Thornhill
85 North Park Road, Thornhill
95 North Park Road, Thornhill

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

I certify that:

Each building on the property

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

(Check whichever boxes are applicable)

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

OR

~~☐ There are no underground garages.~~

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

OR

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

6. ☒ All installations with respect to the provision of water and sewage services are in place.
7. ☒ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. ☒ All installations with respect to the provision of air conditioning are in place.

OR

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

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

OR

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

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

Dated this 19 day of March, 2014.

ONTARIO ASSOCIATION
OF
ARCHITECTS

STEVEN KIRSHENBLATT
LICENCE
2982

(signature)

Steven Kirshenblatt
(print name)

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

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SCHEDULE "G"
2141806 ONTARIO INC.
75 North Park Road, Thornhill
85 North Park Road, Thornhill
95 North Park Road, Thornhill
CERTIFICATE OF ARCHITECT OR ENGINEER

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

I certify that:

Each building on the property

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

(Check whichever boxes are applicable)

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

OR

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

OR

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

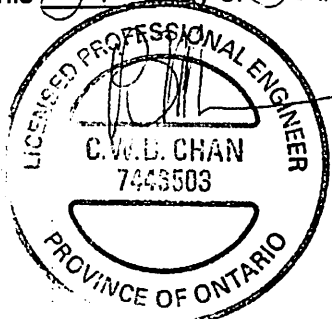
OR

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

OR

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

Dated this 21st day of January, 2014.



(signature)

Bill Chan
(print name)

(Strike out whichever is not applicable:

~~Architect~~

Professional Engineer)