



# Aspen Shores

A Proposed Phased Standard Condominium Plan by Skydevco  
located at Fuller and Boucher Streets in Meaford, Ontario

## **PROPOSED DECLARATION**

**THIS DECLARATION** is made and executed by **Skydev Fuller Meaford Limited Partnership** (hereinafter, together, the “**Declarant**”). The registration of this Declaration and its related description will create a Freehold Standard Condominium Corporation that is a Phased Condominium to which Part XI\* of the *Condominium Act, 1998* applies. The Declarant intends that the land and interest appurtenant to the land in the description and Schedule A of this Declaration be governed by the *Condominium Act, 1998*.

*\*Although this condominium is proposed to be a phased condominium, it is possible all phases will register at one time. If so, the declaration will not specify that it is a Phased Condominium, but will state that it creates “a Freehold Standard Condominium Corporation to which the Condominium Act, 1998 applies,” or a similar expression. Nothing in the body of the draft declaration would be changed on account of this difference, but certain of the Schedules may be affected as noted on the draft Schedules included in this document.*

## ARTICLE I: INTRODUCTORY

### Definitions and Interpretation

1. In this Declaration, “Act” means the *Condominium Act, 1998* and the Regulations pursuant to that Act, each as amended, supplemented or replaced from time to time and any successor legislation, and, except where the context requires otherwise, all words in this Declaration that are defined in the Act shall have the meaning ascribed to them in the Act, and:
  - a. “Accessible Parking Space” means a portion of the Common Elements designed and designated as a parking space intended to be used for the purposes of parking motor vehicles by or for persons who are physically handicapped;
  - b. “Board” means the board of directors of the Corporation;
  - c. “By-law” means a by-law of this Corporation as defined in the Act;
  - d. “Common Elements” refers to all parts of the Condominium Plan that are not all or part of a Unit;
  - e. “Condominium Plan” means the lands governed by the Act as a result of the registration against title thereto of this Declaration and the Description, which lands are more particularly described in Schedule A hereto, as amended from time to time;
  - f. “Corporation” means the condominium corporation created by the said registration of this Declaration and the related description;
  - g. “Declaration” means this declaration, including as amended from time-to-time;
  - h. “Description” means the plans of survey and related documents prepared in accordance with Ontario Regulation 49/01 and filed at the Land Titles Office concurrently and in conjunction with the Declaration, including as they are amended from time to time;
  - i. “Designated Smoking Area” means a portion of the Common Elements designated (by signage erected or installed by the Declarant or, thereafter, by the Board) as an area in which smoking of lighted smoking products is allowed subject to the Rules;
  - j. “EVCS” means an electric vehicle charging system as defined (at the time this Declaration is made) in section 24.2 of Ont. Reg. 48/01;
  - k. “Life Safety Warning Devices” means smoke detectors, fire detectors, carbon monoxide detectors and other life safety warning devices of a Unit as are prescribed by the applicable governmental legislation, regulations and building or other codes, and as a prudent and careful owner or occupant would require, and/or as may be required by the Board, the Corporation's and/or Unit Occupants' insurers from time-to-time;

- l. “motor vehicle” means a regular passenger automobile, motorcycle, van, sport utility vehicle, or pick-up truck, and does not include any recreational vehicle or any vehicle exclusively used for commercial purposes or equipment (such as forklifts, tractors, and so forth);
- m. “Municipality” means, generally, a municipality duly incorporated in the Province of Ontario within the meaning of the *Municipal Act, 2001*, and, specifically, in relation to the matter subject of the context in which the term is used in this Declaration, the municipality or municipalities having jurisdiction and authority in regard to the locale in which this Condominium Plan is situate;
- n. “Owner” means the owner of a Unit, as does the term “Unit Owner”;
- o. “Parking Unit” means a Unit (as defined herein) that is designed and intended solely for the parking of motor vehicles and each Parking Unit located in the underground garage includes a storage locker space;
- p. “party wall” means any interior wall that is a dividing partition separating two adjoining Units;
- q. “recreational vehicle” means a boat, trailer, snowmobile, personal water craft, including without limitation those commonly known as “sea doos,” and any vehicle which contains cooking and/or sleeping facilities or which is capable of providing accommodation facilities to one or more persons;
- r. “Residential Unit” means a Unit (as defined herein) that is designed and intended solely for Residential Use;
- s. “Rule” means a rule of this Corporation as defined in the Act;
- t. “smoking product” means and includes all cigarettes, cigars, tobacco, and tobacco products, cannabis, marijuana, and any other substance which is consumed through lighting, burning, smoking, or vaping it, including pipes, electronic cigarettes or any other lighted smoking equipment, and “smoke” or “smoking” include but are not limited to the smoking, vaping, inhaling, exhaling, burning of, or holding of any lighted smoking product;
- u. “Storage Locker Unit” means a Unit (as defined herein) that is designed and intended solely for the storage of items and, for clarity, does not include the storage locker spaces situated within the Parking Units;
- v. “Storage Locker Space” refers to both the Storage Locker Units and the storage locker spaces situated within the Parking Units in the underground garage;
- w. “Telecommunication Device” means any signal transmission or signal reception device, or any roof antenna, satellite dish, or any other antenna, exterior tower antenna, or satellite dish antenna for either radio, television, internet or other reception or transmission, or for any other purpose and includes any exterior tower or other structure or support device that can be used as a support or otherwise in conjunction with any antenna, satellite dish, or other transmission or reception device;
- x. “Unit” means a unit as defined in the Act, pertaining to this Condominium Plan, and includes both the Residential Units and the Parking Units;
- y. “Unit Occupant” means any Unit Owner (whether or not a resident of a Residential Unit) and:
  - i. With respect to a Residential Unit, all members of a Unit Owner’s household

regularly dwelling in the Unit Owner's Unit, and/or a tenant of the said Unit, and all members of such tenant's household regularly dwelling in the Unit; and

- ii. any other person possessing a right to occupy a Unit, whether or not in actual possession of the Unit at the time;
- z. "Unit Systems & Equipment" means, in relation to a Unit, all of the following that service only such Unit regardless of location: electrical system components and equipment; plumbing mechanisms, systems, and equipment; water heating or supply mechanisms, systems, and equipment; air heating, ventilating and conditioning (HVAC) systems and equipment, including exhaust fans, vents, fresh air intake units, and thermostats; water using appliances (such as water softeners, laundry machines, and dish washers), if any, and appurtenant pipes, flues, hoses and hose fastening mechanisms, and other components required for the safe and efficient use thereof; clothes dryers and drying devices and ducts, if any; range hood vents; fireplaces and fireplace flues and chimney components, if any; and all pipes, wires, cables, conduits, ducts, and related junction boxes, fixtures, outlets and other facilities relative to utilities in respect of a Unit; and all such like and related items;
- aa. "Visitor" shall include, without limiting the ordinary generality of the term, any person other than a Unit Occupant who is an invitee, guest or servant of a Unit Occupant, while present on the Condominium Plan;
- bb. "Visitor Parking Space" means a portion of the Common Elements designed and designated as a parking space intended to be used by Visitors and includes each of the Accessible Parking Spaces; and

the terms "repair" and "maintain" as used herein have, in the first instance, their ordinary meanings except where used in reference to an obligation of a Unit Owner or the Corporation to perform maintenance or repair in respect of a Unit or the Common Elements or any part(s) thereof. In such instances, the term "repair" shall be understood to mean "repair after damage," and such term, and the term "maintain," shall have the meanings ascribed to them in subsections 89 (2) and 90 (2) of that version of the Act in effect as at November 1, 2024, until the coming into force of subsection 1 (16) and section 82 of Schedule 1 of the *Protecting Condominium Owners Act, 2015*, S.O. 2015, c.28, which amend the definitions of such terms in relation to the said obligations.

- 2. Captions and headings with respect to paragraphs, articles and/or subparagraphs of this Declaration do not have any standing and are placed herein for descriptive purposes only and do not affect or in any way vary the plain meaning of the contents of the paragraphs, articles and/or subparagraphs to which they are appurtenant.
- 3. Each use of the masculine, feminine or neuter genders in this Declaration shall be deemed to include the others, and the use of the singular shall be deemed to include the plural, and vice versa, wherever the context so requires.

### Schedules

- 4. The consent of any person having a registered mortgage against the Condominium Plan or interests appurtenant to the Condominium Plan is contained in Schedule B.
- 5. The monuments controlling the extent of the units are the physical boundaries set out in Schedule C and in the description.
- 6. A statement of the proportions, expressed in percentages, of the common interests appurtenant to the Units is set out in Schedule D.
- 7. A statement of the proportions, expressed in percentages allocated to the Units, in which the Unit

Owners are to contribute to the common expenses, is set out in Schedule D.

8. A statement of the common expenses is set out in Schedule E.
9. A specification of the exclusive use portions (if any) of the Common Elements that are to be used by the Unit Owners of one or more designated Units and not by all the Unit Owners is set out in Schedule F.
10. The requisite certificate as prescribed by regulation 48/01 is attached hereto as Schedule G.

#### **Unit Components**

11. Notwithstanding anything otherwise provided herein:
  - a. Each Unit shall exclude all structural beams, columns and walls, as well as all pipes, wires, cables, conduits, ducts, flues, shafts, public utility lines used for power, cable television, water, heating, air conditioning or drainage, and mechanical or similar apparatus that provide any service or utility to more than one Unit, or to the Common Elements, or that may lie within the boundaries of any particular Unit but which do not service that particular Unit; and
  - b. except for lateral feeds to and from the Unit, each Residential Unit shall include all parts of a Unit's Unit Systems & Equipment and its Life Safety Warning Devices (to the extent the same are fixtures). For clarity only, and without limiting the generality of the foregoing, the HVAC equipment that services a Residential Unit may be located in part on the roof or other exterior portion of the Condominium Plan but shall form part of the Unit serviced thereby.
12. The water shut-off valves with respect to the water lines within this Condominium Plan and any sump pumps, if any, shall also be Common Elements despite being located within the boundaries of any Unit. The Municipality and the Corporation, including their respective agents, contractors and workmen are entitled to access to the Unit as is necessary from time-to-time to repair and maintain and replace the sump pumps and/or the shut-off valves or to turn on and/or shut off the water being supplied to a Unit.

#### **Addresses**

13. The municipal address for the Corporation is 226 Boucher Street East, Meaford, Ontario.
14. The mailing address and the address for service of the Corporation are c/o Skydevco Inc., Suite 301, 5 Douglas Street, Guelph, ON, N1H 2S8.

### **ARTICLE II: USE AND OCCUPANCY UNITS**

#### **General Provisions Relating to Use and Occupancy**

1. The Residential Units are to be used as residential dwellings only and may not be used for commercial purposes, including babysitting, daycare, or other home-based business enterprises regardless of whether same are permitted by the municipal zoning by-laws, other than that:
  - a. home offices are permitted within the Residential Units provided the same do not violate relevant municipal zoning by-law(s), generate any vehicular or pedestrian traffic within any part of Common Elements, or cause significant irritation to Unit Occupants of other Units, as reasonably determined by the Board, such that the Board is entitled to prohibit any home offices that violate the foregoing proviso; and
  - b. subject to the further provisions of this Declaration or the Rules, the Residential Units

may be leased or licensed in whole or in part on a short term or transient basis (provided such periods of leased or licensed occupancy are not shorter than five consecutive days) including (without limiting the generality of the foregoing) providing room for a boarder, hosting through Airbnb, or similar types of temporary and/or shared accommodation arrangement, with or without a related right of use of a Parking Unit.

A person residing in a Unit pursuant to a short term or transient lease or license or similar arrangement, as described herein, is a Unit Occupant and not a Visitor for the purposes of this Declaration and the Rules. Unit Occupants are not required to be related persons.

2. The Parking Units and Visitor Parking Spaces are to be used solely for the parking of motor vehicles, subject to the further provisions of this Declaration and the Rules, other than the portion of any underground Parking Unit designed to be used as a Storage Locker Space.
3. No Unit and no part of the Common Elements may be occupied or used in whole or in part in any way or for any purpose that:
  - a. is illegal;
  - b. causes, emits, and/or creates anything combustible and/or noxious and/or irritating, and/or malodorous and/or offensive, or anything else which could be considered a nuisance, annoyance, or disruption and can be detected in any significant way in any Unit (other than the Unit from which such odour is caused or emitted) or in the Common Elements;
  - c. uses, causes, emits, and/or creates anything that is explosive or toxic in any dangerous quantity (as determined in the sole and absolute discretion of the Board);
  - d. in the opinion of the Board presents any significant threat of injury to the health, safety or security of any of the Unit Occupants or Visitors or risk of damage to the Units, Common Elements and/or assets within this Condominium Plan;
  - e. causes or generates or permits noise over and above what might be reasonably expected in a residential setting and constituting a nuisance, annoyance, or disruption, unless expressly permitted by this Declaration or otherwise by the Board in writing and subject to such conditions or restrictions as the Board may choose to impose; or
  - f. in the discretion of the Board acting reasonably creates or is the cause of any other nuisance, annoyance, or disruption affecting other Unit Occupants or Visitors of Units within this Condominium Plan.
4. No Unit shall be occupied or used by anyone whose occupancy or use shall give rise to the possible cancellation of any policy of insurance. If any proposed or actual use of a Unit or the proposed or actual occupation thereof by any person or persons should in the sole determination of the Board upon the advice of its insurer and such other reliable counsel, cause a threatened or actual:
  - a. increase in the cost of the insurance coverage that the Corporation is obligated to maintain on account of the provisions of the Act, the Declaration or any By-law of the Corporation; or,
  - b. cancellation and/or non-renewal of any or all of the insurance coverage that the Corporation is obligated to maintain on account of the provisions of the Act, the Declaration or any By-law of the Corporation;

then, such proposed or actual use of such Unit or proposed or actual occupation thereof by such person or persons if it has not yet occurred, shall not be allowed to occur, or, if it has occurred already and is continuing, shall immediately cease upon the written request to the Unit Owner by the Board.



In addition, or, alternatively, in the sole and absolute discretion of the Board, if a Unit is occupied or used by anyone in a way that results in an increased insurance premium cost to the Corporation, the Unit Owner of the relevant Unit shall reimburse the Corporation for the amount of the increase, and the increase in premium cost shall be added to the said Unit Owner's contribution towards common expenses and therefore can be the subject matter of a lien on account of arrears of common expenses if not paid upon request by the Board.

5. Subject to reasonable accommodations expressly granted by the Board upon request therefore in accordance with the rights of individuals under the Ontario Human Rights Code, no one shall smoke or hold a lighted smoking product in or on any part of the Condominium Plan other than a Designated Smoking Area. For clarity, and without limiting the generality of the foregoing, such restriction applies to all Units and all Common Elements, including all whether inside or outside a building or structure, and to any person on the property, including all Unit Occupants and Visitors and anyone for whom any of the aforementioned is responsible. Where accommodation is granted with respect to the foregoing, the same shall be strictly subject to the accommodated person's continuing compliance with such conditions and restrictions as the Board, in granting such accommodation, may impose.
6. Subject to the further provisions of this paragraph, each Unit Owner is required to inform the Board in writing of the name of each Unit Occupant of the Owner's Unit (including the Unit Owner) forthwith upon commencement of such Unit Occupant's right of use or occupancy of the Unit, whether or not in actual occupancy or possession of the same, and shall likewise inform the Board of the cessation of occupancy by any Unit Occupant and any other changes in such information immediately upon such cessation or other change occurring. With respect to each Residential Unit occupied on a short-term, transient basis (such as, but not exclusively, those rented out through Airbnb or a similar system for booking short-term rentals of accommodations), the Unit Owner thereof is to inform the Board in writing of the name of each proposed Unit Occupant forthwith at the time each booking is confirmed, and thereafter the Owner shall on a monthly basis (or such greater reporting period at the Board may by resolution allow) submit a written occupancy report to the Board setting out the names of each actual occupant of the Unit during the month to which the report pertains, along with the specific dates of their occupancy of the Unit.
7. It is a duty of all Unit Occupants to comply with the Declaration, By-laws and Rules, and each Unit Owner's responsibility to ensure that all Unit Occupants of such Owner's Unit(s) are aware of the provisions of the same and comply with them.

#### **Leasing Units**

8. No Unit Owner shall lease or license, or continue to lease or license, the occupancy (in whole or in part, and whether for a long-term or short-term occupancy) of such Unit Owner's Unit to any person (hereafter, a "tenant" and such right to occupy, a "tenancy") if such tenant's or proposed tenant's occupancy is or would be contrary to the provisions of this Declaration.
9. Subject to the further provisions of this paragraph, no tenancy shall commence until after the Unit Owner has delivered to the Board an acknowledgement and undertaking signed by the primary proposed tenant containing:
  - a. The legibly printed name(s) and personal contact information of each person who is proposed to occupy the Unit pursuant to such tenancy; and
  - b. the following statement without omission or amendment:

*I acknowledge receiving copies of the Declaration, By-laws and Rules of the Corporation and hereby undertake, covenant and agree that I and all other tenants and guests of the Unit from time to time will, in using the Unit rented by me and the Common Elements of this Condominium Plan, comply with the legislation applicable*

*to condominiums in Ontario, the Declaration, By-Laws and all Rules of the Corporation, and the applicable provisions of all municipal development, site plan and other agreements, all utility easement agreements and all restrictive covenants affecting the Unit and Common Elements during the term of the tenancy.*

Failing which, such tenancy shall not be permitted to commence and any person seeking entry to the property as a tenant in respect of whom such conditions have not been fulfilled may be deemed by the Board to be a trespasser on the Common Elements. Notwithstanding the foregoing, the purposes of this paragraph will be considered to have been fulfilled with respect to a Residential Unit for which occupancy is granted on a short-term, transient basis (such as, but not exclusively, those rented out through Airbnb or a similar system for booking short-term rentals of accommodations) where the Unit Owner has obtained the signed statement set out above in this paragraph with respect to each occupancy of the Owner's Unit and provides copies thereof to the Board along with the occupancy report described in section 7 of this Article II.

10. The foregoing restrictions and requirements relating to leasing of the Residential Units shall not affect or apply to tenancies or other rights of occupancy granted by the Declarant while the Declarant owns any Unit.
11. Notwithstanding satisfaction of any of the foregoing provisions, no Parking Unit or Storage Locker Unit may be leased or licensed for use by a person who is not a Unit Occupant of a Residential Unit.

#### **Sale of Units**

12. No Unit Owner shall in any manner list or advertise their Unit for sale or enter into any agreement or other arrangement with respect to the sale, transfer, or other conveyance of title to their Unit without the express written consent of the Declarant while it still owns any Unit. The Declarant may withhold such consent for any reason whatsoever until the later of the completion of sales by the Declarant of 90% of all Residential Units and one (1) year following the closing of the sale of the Unit of the Unit Owner wishing to list or advertise the same for sale and so forth.
13. No Unit Owner shall agree to or complete the sale, transfer, or other conveyance of such Owner's Parking Unit except where the person receiving title thereto is or, as a result of the same transaction, shall be the Owner of a Residential Unit.
14. No Unit Owner shall agree to or complete the sale, transfer or other conveyance of title of such Owner's Residential Unit if as a result of the transaction the Owner will retain title to only one or more Parking Units and not to any Residential Unit.
15. The provisions of paragraphs 12, 13, and 14 of this Article II shall not prevent:
  - a. an Owner from leasing or licensing the use of his or her Residential Unit, along with any Parking Unit and/or Storage Locker Unit, subject to compliance with the other provisions of this Declaration; and
  - b. the Declarant from agreeing to and completing the sale, transfer, or other conveyance or lease or license of one or more Parking Units to a person or entity whose property is near or adjacent to this Condominium Plan.

#### **Necessity to Purchase Units**

16. At any time or times following the third anniversary of the date on which the Declaration is first registered, the Declarant may require the Corporation to accept transfer of title to any of the Declarant's unsold inventory of Parking Units and/or Storage Locker Units, for the minimal consideration of one (\$1) dollar per Unit, and the Corporation shall do such acts and execute such documents as are required to accept such title to any such Units without delay or dispute provided



that the Declarant shall bear all of the costs associated with such transfer, including registration fees and the Corporation's reasonable legal expenses, and shall fully indemnify the Corporation for any Land Transfer Tax or sales taxes that may apply to the said transfers.

#### **Exemption from Payment of Common Expenses**

17. The Declarant shall not be required to contribute to the common expenses, including the reserve fund, of the Corporation with respect to any Unit it owns until the date on which such Unit is occupied by:
  - a. an arm's length purchaser whose agreement to purchase the Unit requires the purchaser to pay an occupancy fee to the Declarant in accordance with section 80(4) of the Act; or
  - b. a tenant (as earlier defined in this Declaration) obligated to pay rent therefor to the Declarant.
  
18. The proportionate shares by which the Declarant would be required to contribute to the common expenses but for the preceding section of this Declaration shall be attributed in equal shares to the Residential Units that are occupied by an arm's length purchaser or tenant as aforesaid or are not owned by the Declarant. For example, if fifty (50) of the Residential Units are occupied (as described above) or sold, then each such Unit shall have added to their obligation to contribute to the common expenses one-fiftieth of the aggregate amount owed on account of the proportionate shares attributed to the Declarant's unoccupied Units.

### **ARTICLE III: ACCESS AND ALTERATIONS**

#### **Access by Declarant**

1. The Declarant is entitled to complete all buildings and all improvements to the Condominium Plan, display signage on the Common Elements, maintain Units as models for display and sale purposes, to have potential purchasers and tenants visit any Unit owned by the Declarant (including viewing the Common Elements and passing across same), and otherwise maintain construction offices, displays and signs on the Common Elements and in the Units owned by the Declarant, and it and its agents and employees are granted the right to enter onto all portions of the Condominium Plan for all such and related purposes until all Units in the Condominium Plan have been sold and conveyed by the Declarant and until the Declarant has completed all of its work with respect to the Condominium Plan including all intended phases thereof.
2. In addition, the Declarant can designate up to two Common Elements parking spaces for its exclusive use and display signage for same for any purpose it chooses until all Units in the Condominium Plan have been sold by the Declarant.
3. Nothing in this Declaration or otherwise shall prevent or hinder the foregoing.
4. With respect to such facilities and use, the Declarant, subject to the right to use the same as set out above, must otherwise comply with this Declaration, all Rules and By-laws and the Act and act reasonably.
5. In addition and despite the foregoing, reasonable use of exterior lighting by the Declarant will not be considered a nuisance, annoyance, or disruption to other Unit Owners nor will any sales flags, pennants or banners of any nature or kind put in place by the Declarant be considered a nuisance, annoyance, or disruption and the same are permitted until such time as all of the Units within the Condominium Plan and its proposed future phases have been sold by the Declarant.

#### **Access by Corporation**

6. In addition to rights of access by the Corporation under the Act, a person authorized by the Corporation may enter any Unit without notice for repairing or inspecting the Unit or the Common

Elements or for correcting any condition that in the opinion of the Board or condominium manager (if any) might result in imminent damage or loss to the property or injury to any person (an “**Emergency**”). If the keys to the Unit and the security codes required to deactivate all alarms for the Unit have not been provided to the Board and the Board is unable in the time frame necessary for access to occur to reach any contact person who can provide access whose name has been provided by the Unit Owners for that purpose or after reaching such person access is not provided in the time frame necessary for access, the Board and/or its manager and/or its agents and contractors are authorized to use such force as is necessary to permit access to the Unit with the costs of repairing the damage so caused and any charges from any alarm company being the responsibility of the Corporation.

7. No one shall change any lock or place any additional locks on the doors to any Unit that provide ingress or egress in relation thereto. Lock on all such doors are required to be keyed to the master key for all the Units that shall remain in the possession of a person designated therefor by the Board. No locking system requiring an access code or similar mode of entry shall be installed on any of the doors to a Unit that provide ingress to or egress from the Unit. If an alarm system is permitted to be installed in a Unit, the Corporation shall be given a security code by the Unit Owner providing access thereto. No one shall change any lock or place any additional locks or locking system on the doors within a Unit without immediately providing the Corporation a key and/or code, as the case may be, for each new or changed lock.
8. If any mechanical or metering room or space servicing the Condominium Plan is located such that access thereto can only be had by entering into or passing through a Unit or a part of the common elements designated for the exclusive use of any Unit Occupants of a Unit, the Corporation retains a right of entry over and through the same for the purposes of the use, inspection, maintenance, repair of, and any other work required in relation to such space and/or any equipment located therein (including, without limiting the generality of the foregoing, for the purposes of installing or having installed new or replacement equipment servicing the whole or any part of this Condominium Plan) and the Unit Occupants thereof shall ensure that such access is not hindered as and when required in the sole discretion of the Board.

#### **Access by Unit Occupants**

9. No Unit Occupant shall be entitled to access those parts of the Common Elements designated and/or used from time to time as utility, service, maintenance, or storage areas.

#### **Access by Others**

10. The Common Elements walkway located adjacent to the north/northwest boundary of the Condominium Plan is subject to a right of way in favour of the public at large for pedestrian and bicyclist ingress and egress to and from the intersection of Bridge Street and Fuller Street, and the waterfront lands situate to north of the Condominium Plan. This clause, and this right of way, may not be rescinded or repealed without the express written consent of the Municipality.
11. Each Unit and the Common Elements are subject to a right of access in favour of the Declarant, the Corporation, the Municipality, utility companies servicing the Condominium Plan, and other Unit Occupants, to permit entry by persons, equipment, machinery and workers as is reasonably required to do work with respect to such Unit, other Units or the Common Elements generally. Each Unit and all of the Common Elements are also subject to a right of entry and access in favour of the Corporation, of all utility companies and companies that supply telecommunications (including telephone, television, and internet) services or facilities, and of any Municipality providing utility services (such as water or wastewater services) to permit entry by equipment, machinery and workers as is reasonably required to install, construct, repair, replace, modify, upgrade, renovate, improve and/or maintain any and all pipes, wires, ducts, cables, conduits, sewers (both storm and sanitary), service connections, electricity transformer(s), telecommunication signal transmission and reception facilities and lines, water mains, telephone cables and access transmission lines and public utility lines that, without limiting the generality of

the foregoing, provide or transmit power, communication facilities, water, fuel, and/or sewage disposal, provided same service more than one unit. In addition, any supplier of utilities has the right to place and maintain electricity or other meters (which term includes appurtenant equipment, wiring, transmission lines and any other thing necessary for same to properly function for the purpose for which the meters are intended), for one or more units on any wall(s) of any of the buildings within the Condominium Plan including those within any unit boundaries and the further right to maintain, repair, replace, modify, inspect and read such electricity or other meters from time-to-time as it deems appropriate. Any utility company and/or company supplying television and/or telephone facilities is entitled to affix such equipment as it deems appropriate to outside walls. No Unit Occupant shall interfere with or do or omit to do anything that could reasonably be expected to impair the ability of the same to perform the function(s) intended. There shall be no construction proximate to such pipes, equipment, meters, vents, wires, ducts, cables, drains, conduits, service connections, mains for sewer and stormwater, electricity transformer(s), water mains, telephone cables and access transmission lines and public utility lines (including all appurtenances to any of the foregoing) that could damage the same or impair the ability of the same to function as intended. Access to the meters shall be in accordance with any regulations which the utility responsible for reading the meter may have in effect or be subject to from time-to-time. No meter shall be hidden, obscured or blocked so that it cannot be easily and conveniently read by the person charged with the responsibility to read such meter. The Declarant (including any successor) and the Corporation have the right to enter any Unit and install any pipes, vents, meters, wires, ducts, cables, drains, conduits, service connections, equipment and/or mains.

**Additional Provisions Relating to Telecommunications providers**

12. In regard to the following paragraphs 13 through 17 of this Article III:

- a. the term “telecommunications provider” means a company that supplies telecommunications services, including telephone, television, and internet services, and/or equipment or facilities in relation thereto, to this Condominium Plan or any part thereof, and that has an easement granted or reserved to it in Schedule A of this Declaration; and
- b. if there is an easement registered on title to this Condominium Plan or any part thereof in favour of any particular telecommunications provider, for such telecommunications services or facilities, other or in addition to an easement granted or reserved in Schedule A of this Declaration, then such paragraphs shall be subject and subordinate thereto, with respect to the lands, services, facilities, and telecommunications provider that are the subject thereof.

13. In the event the Corporation or a Unit Owner requests the relocation of all or any part of a telecommunications provider’s equipment and/or facilities and is permitted by the telecommunications provider to relocate the same, the telecommunications provider’s costs of such relocation shall be borne by the Corporation or the Unit Owner in question, as the case may be. If a Unit Owner is hereby obligated to pay such costs to the telecommunications provider and does not pay the same as and when required by Bell Canada, the Corporation shall, upon written request from the telecommunications provider, assume the responsibility to pay the full amount outstanding and notify the Unit Owner thereof, and shall forthwith add the full amount to the common expenses due and payable as of the date of such notice in respect of the Unit Owner’s Unit as common expenses in arrears that are subject to collection pursuant to the lien enforcement provisions of the Act.

14. In the event the government of this Condominium Plan by the Act is to be terminated in accordance with section 123 of the Act (or its successor legislation), the Corporation shall first provide notice to each telecommunications provider thereof and, upon the telecommunications provider’s request therefor shall ensure that, prior to registration of notice terminating the governance of the Act, an easement in favour of the telecommunications provider shall be

registered against title to the Condominium Plan in the telecommunications provider's preferred form.

15. Notwithstanding any rule of law or equity and even though any of the telecommunications provider's equipment and facilities may become annexed or affixed to the Condominium Plan or any part thereof, the telecommunications provider shall nevertheless retain title thereto. Notwithstanding the foregoing, in the event the telecommunications provider grants in writing a release of its easement and related rights set out in this Declaration, the telecommunications provider may at its option abandon its equipment and/or facilities (or any part thereof) that are annexed or affixed to all or any part of the Condominium Plan.
16. The Corporation shall, from time to time upon request, provide the telecommunications provider with a copy of the Declaration (which for clarity, means the current form of the Declaration at the time of such request including all amendments – if any – thereto).
17. The telecommunications provider's rights, privileges, obligations, and benefits contained in this Declaration shall extend to and be binding upon its administrators, successors and assigns. Notwithstanding section 107 of the Act (or its successor legislation), no amendment of the Declaration that would have the effect of restricting or diminishing the access and other rights granted to a telecommunications provider in Schedule A or this Article III of the Declaration may be made by the Corporation without the Corporation first obtaining that telecommunications provider's (or its successor's) prior express written consent. In the absence of such prior written consent being given, any such amendment shall be deemed void and of no effect to the extent that it restricts or diminishes such rights with respect to that telecommunications provider (or its successor).

#### **Alterations, Generally**

18. Except with the prior express written consent of the Board and the Declarant (while it owns any Unit) or as otherwise permitted in this Declaration or the Rules:
  - a. nothing is permitted to be placed, left, installed, situate or otherwise be in the Common Elements (which, for clarity, includes the exterior building envelope and other related components of the structure surrounding each Unit);
  - b. no maintenance, signage, addition, alteration, repair, renovation, improvement, painting or staining that affects the appearance of any part of a Unit that can be seen from any abutting street or from any other Unit and/or from the Common Elements is permitted;
  - c. specifically and without limiting the generality of the foregoing, no hot tub or other thing which may or does contain a substantial quantity water is allowed anywhere on the exterior portion of any Unit or in the Common Elements;

which consent:

- i. neither the Board nor the Declarant is required to provide; and
- ii. if given can be revoked without reason or explanation; and
- iii. may be subject to such conditions and/or criteria as the Board or Declarant (while it owns any Unit within the Condominium Plan), as the case may be, deems or determines is appropriate in its absolute discretion, including without limiting the generality of the foregoing a requirement that the Unit Owner making the request pay a security deposit and/or execute a waiver or indemnity in a form acceptable to the Board or Declarant (while it owns any lands or Unit within the Condominium Plan), as the case may be, where it is reasonable to do so having regard to the risks of property damage and/or personal injury inherent in or attendant to allowing the alteration, addition, placement or other

thing that is subject of such consent.

This provision is not applicable to the Declarant or to any Unit owned by the Declarant.

19. No change shall be made within or to a Unit that would:
  - a. adversely affect noise attenuation features of the Unit or the structure in which the Unit is situate; or
  - b. diminish the fire rating of the Unit or the structure in which the Unit is situate; or
  - c. violate any applicable Building Codes, property standards or building regulations.
20. There shall be no removal of any structure or feature required to be in place by any Municipality or other governmental authority or agency, or any development or site plan agreement applicable to the Condominium Plan.
21. No addition or alteration to the Common Elements or any Unit (including the construction of any structure(s) thereon) is permitted that would have any impact on the stormwater management facility or plan applicable to the Condominium Plan or neighbouring lands unless such addition or alteration has received the prior written approval of the Board and the government or governmental authority having jurisdiction.
22. Any work within or to a Unit (including, without limiting the generality of the foregoing, work performed to fulfill a duty to maintain or repair the Unit) that requires a building permit may not be performed without the approval of the Municipality and – except where done by or for the Declarant with respect to a Declarant-owned unit or pursuant to an agreement of purchase and sale between the Declarant and an owner – prior written consent of the Board which consent may be arbitrarily withheld.

#### **Specific Installations, Additions and Alterations**

23. No one shall do anything (including any maintenance or repair) or make any change with respect to a party wall or to a load bearing wall or any other load bearing component within a Unit without:
  - a. the submission to the Board upon request of an engineer's certificate addressed to the Corporation confirming that the proposed action will not reduce the load bearing capacity of the said roof, roof structure, wall or such other load bearing component; and,
  - b. obtaining the prior written consent of the Board to the proposed action, which consent may be granted only upon such conditions as the Board may in its sole discretion impose or may be refused (including conditions that add, delete or revise any plan submitted by an Owner under this provision), as the Board acting reasonably determines is necessary for it to approve such maintenance or repair.

This provision applies with necessary modifications in the event the Owners of more than one Unit jointly requests the Board's consent to carry out maintenance and/or repair of such Owners' Units and, in this circumstance, such Owners shall include in their request to the Board for consent a statement setting out such Owners' agreement to share the total cost of the joint maintenance and/or repair to their Units and each Owner's percentage share of such total cost.

24. The configuration and layout of the rooms within any Unit may not be changed without the prior written consent of the Board, which consent may be arbitrarily withheld, and, where such consent is given, the approval of the Municipality where the proposed alterations give rise to a requirement for the same. For the purpose of clarification this means that no internal walls or room dividers within a Unit's boundaries may be removed, added or modified so as to increase or decrease the number of rooms in any Unit or the size of any room within any Unit in the absence

of such prior written consent of the Board. In addition, no room in any Unit that was not designated as a bedroom or potential bedroom on the registered architectural plans for this Condominium Plan may be used for a bedroom without the consent of the Board, which consent may be arbitrarily withheld, and, where such consent is given, the approval of the Municipality where the proposed change in use gives rise to a requirement for the same. This provision does not apply to any Unit owned by the Declarant.

25. The Board may, where it has been determined that the noise level from one Unit unreasonably interferes with the quiet enjoyment of the Unit Occupants of any other Unit, require that the Unit Owner of the Unit from which the noise emanates take steps to repair or modify the Unit, at such Unit Owner's expense, to help control noise levels including, without limiting the generality of the foregoing, to cover, replace, repair, or install existing floor coverings so as to ensure the flooring in the Unit possesses at least the minimum sound attenuation qualities required to address the noise levels in question, as the Board, in its discretion, may decide. No Unit Owner or Unit Occupant shall remove any floor covering from any floor in any Unit without immediately replacing the same with floor covering that has at a minimum the same sound attenuation qualities as the floor covering being replaced or, if required by the Board, with floor covering with such superior sound attenuation qualities as may be prescribed in writing by the Board in its absolute discretion.
26. No person shall install, fix, hang or otherwise place window or glass door coverings of any type in any Unit that are visible from any abutting street or any other Units or the Common Elements, unless the same are white or off-white sheer curtains or are draperies or other coverings lined with white or off-white material and that are in accordance with criteria established by the Board. This paragraph is intended (without limiting the generality of the foregoing) to prevent window and glass door coverings being used that were not intended for such use or which are unsightly or inconsistent with other visible window and glass door coverings being used in the Condominium Plan.
27. Notwithstanding any consent granted by the Board or the fulfillment of any other requirements or criteria under this Declaration or the Act, no Telecommunication Device shall be erected, fixed, rest by its own weight or otherwise, hang or otherwise be located so as to be visible anywhere on the Condominium Plan or any building or structure thereon or present or visible from any abutting street or any other Unit or Common Elements, except such as are designed, installed and located in accordance with criteria established by the Board, and any consent granted in relation to any of the foregoing items shall not constitute permission for any further such item.
28. No window air-conditioning unit is permitted to be installed in any Unit. No air-conditioning unit nor heat pump nor similar equipment and machinery and other noise generating equipment appurtenant to or used in connection with a Unit (all of which are collectively referred to herein as "AC equipment") is permitted save and except AC equipment that has been pre-approved in writing by the Board. In the absence of reasonable grounds to refuse same the Board shall approve applications for the foregoing. The external elements and components of any such AC equipment may only be located in an area of the Unit approved by the Board or the original declarant-installed location. This foregoing part of this paragraph is not applicable to AC equipment placed by or on behalf of the Declarant. All AC equipment must be kept in good repair by the Unit Owner who is owner of same so that the noise from same is kept as low as is reasonably possible. All components of such AC equipment shall form part of the Unit so that the Unit Owner of the said Unit is responsible to maintain, repair and replace the same as required by the Board in its discretion (exercised reasonably) or the Declarant while it has any ownership interest in any Unit.

**ARTICLE IV: OTHER PROVISIONS RELATING TO  
USE AND ENJOYMENT OF THE UNITS AND COMMON ELEMENTS**

**Animals**





1. No animals, whether pets or otherwise, shall be kept in any Unit or on the Common Elements other than as permitted by this Declaration. Reference herein to animals, including pets, includes animals considered to be visiting in any Unit of this Condominium Plan or any part of this Condominium Plan.
2. Subject to the further limitations that may be set out in this Declaration and/or the Rules, only the following kinds and numbers of pets can be kept within a Unit:
  - a. Up to two (2) common domesticated dogs or cats (or one of each); and/or
  - b. one (1) other common domestic pet such as:
    - i. a small bird (e.g., parakeet, budgie, canary or another bird of that sort), or
    - ii. a common children's pet, such as, for example only, a gerbil, a hamster, a rabbit or a guinea pig, or
    - iii. an aquarium the total volume of which does not exceed 120 liters containing a suitable number of small fish and/or turtles.
3. An exception to the restriction on the number of domestic dogs or cats in a Unit is allowed for the situation where a Visitor's pet dog or cat attends at a Unit in which there already resides either a dog or a cat, provided such visit does not extend over the period of one day.
4. Despite any of the foregoing and any other provision herein or in the Rules no animal, including a pet, is permitted on the Condominium Property if the same is prohibited under the then in-force by-laws of the Municipality.
5. The following provisions apply to any and all permitted pets:
  - a. Such pets must be accompanied by a Unit Occupant and kept in suitable containment or, in the case of a dog or cat only, on a leash held by a person and under reasonable control when not present in such pet's owner's Unit so as to not be a nuisance or cause irritation to other Unit Owners and/or Occupants.
  - b. If any pet should defecate in or in any other way soil or dirty any area located within the Condominium Plan, the person accompanying the pet shall immediately clean up the soiled or dirtied area and has a duty to do so. The Board has the right to collect from the Unit Owner of the Unit in which such pet resides or visits the costs of actual clean-up of any urine or feces from a pet left anywhere within this Condominium Plan in the event that the person accompanying the pet fails to immediately clean up the affected area, with such costs being deemed to be a common expense attributed to the said Owner's Unit, which shall be due upon delivery by the Board of a written demand for payment.
  - c. It is the responsibility of the Unit Owner to ensure that no permitted pet causes any nuisance, annoyance, or disruption impacting the enjoyment or use of the Condominium Plan by other Unit Occupants and their Visitors, including, without limitation, excessive noise or offensive odour.
  - d. Any pet kept in a manner not consistent with these provisions of this Declaration may be required by the Board (in its absolute discretion) to be permanently removed from the Condominium Plan. The pet in question must be removed from the Condominium Plan within fourteen (14) days from the date such order is delivered to a Unit Occupant of the Unit in which such pet resides or visits, subject to the discretion of the Board to demand a shorter time period for removal where the pet in question is considered dangerous or its presence gives rise to a risk of property damage or personal injury to any person.

6. The foregoing restrictions and conditions are subject to exceptions, which can be made in the discretion of the Board reasonably exercised, for a support animal required by a Unit Occupant or Visitor for medical (including psychological) reasons or disability upon receipt of such documentation as the Board may require, including without limitation:
  - a. documentary evidence provided by one or more licensed or otherwise qualified individuals in the province of Ontario establishing the necessity for such support animal; and
  - b. documentation that adequately demonstrates that the proposed animal is trained or otherwise suited for the services or support it is purported to provide.

In addition, while one or more exceptions may be made as aforesaid, any such animal must be kept under reasonable control and not cause any danger, or undue nuisance, annoyance, or disruption affecting any other Unit Occupant.

### **Vehicles and Parking, Generally**

7. Only motor vehicles that are operable, with a current motor vehicle license and such insurance as is required to permit the operation of that motor vehicle on the highways of Ontario, may be parked or driven anywhere on the Condominium Plan.
8. There shall be no parking or storage of derelict vehicles of any kind anywhere within the Condominium Plan.
9. Subject to any permission provided therefor in this Declaration and/or the Rules, recreational vehicles and any vehicle exclusively used for commercial purposes shall not be parked or stored anywhere within the Condominium Plan.
10. Other than equipment and vehicles in use by contractors while providing services to any of the Units or the Common Elements, no equipment such as forklifts, tractors, and so forth, and no vehicles carrying exposed equipment (such as ladders, lawn care equipment, or tools) may be parked or stored anywhere within the Condominium Plan.
11. The Board has the right to prohibit the parking within this Condominium Plan of any vehicle that is fuelled by other than gasoline, diesel fuel or electricity exclusively (or by a combination of the foregoing fuels), if the Board, acting reasonably, is of the view that such vehicle's presence within the Condominium Plan could pose a danger to the property and/or any of the Unit Occupants.
12. No repairs or adjustments to motor vehicles shall be carried out on the Condominium Plan. No one shall permit any gasoline, oil or other harmful substance to escape on to the surface of the parking spaces, driveways or any other portion of the Common Elements. Other than as a temporary expedient, mats, trays or other containers may not be placed on the surface of the parking spaces as an alternative to repairing the cause of the escape of gasoline, oil or other harmful substance from a vehicle.
13. Excessive idling of motor vehicles is not permitted in the Condominium Plan.

### **Visitor Parking**

14. Only vehicles owned and operated by visitors to the Units are permitted to be parked in a Visitor Parking Space.
15. Notwithstanding the foregoing, the Board may grant permission to use and occupy an Accessible Parking Space to a Unit Occupant who qualifies for such an accommodation. Where such an accommodation is made, the Board shall ensure the Accessible Parking Space in question is identified (such as by signage clearly posted) as being of private use for the entire duration that such accommodation is granted, unless otherwise expressly agreed to by the Corporation and the

Unit Occupant subject of the accommodation.

16. Recreational vehicles and vehicles used exclusively for commercial purposes may be parked in a Visitor Parking Space during daytime hours only. Overnight parking of recreational vehicles and/or vehicles used exclusively for commercial purposes may be allowed by the Board in its sole discretion. The Corporation may define daytime and overnight periods more precisely in the Rules.
17. No vehicles of any kind may be parked overnight in a Visitor Parking Space without such vehicle being registered with the Corporation and a permit therefor having been provided by the Corporation in accordance with the policies and procedures established from time to time by the Board.

### **Common Elements Amenities**

18. Access to and use of the amenities forming part of the common elements (after they become part of the Condominium Plan either at the time of the initial registration of this Declaration or as the amendments thereto creating each phase, if any, are registered) or assets of the Corporation, including without limitation the pool, barrel saunas, grassed areas, walking paths and sitting areas, common patios (i.e., not including patios designated for the exclusive use of the owners of one or more of the Residential Units) and appurtenant barbecue locations and apparatus, dog run, and pickle ball courts, are for the use of Unit Occupants and their Visitors only in accordance with this Declaration and the Rules, including as they may be amended from time to time.
19. Unit Occupants and their Visitors are required to observe and strictly comply with all safety guidelines, hours of operation, conditions of use, and other principles and instructions that may be posted by the Board from time to time in or in relation to the said amenities.
20. No one shall engage in any noisy or boisterous activity, including running, in and around the pool area, common patios, and/or barrel saunas, nor cause any other nuisance, annoyance, or disruption in connection therewith that, in the sole discretion of the Board, is or may be disturbing or dangerous to other Unit Occupants or Visitors.
21. In the case of any damage or loss caused by a Unit Occupant or Visitor to any amenity, including damage or loss of equipment provided by the Corporation for the use of an amenity, the Unit Owner of the Unit in which the Unit Occupant resides or to which the Visitor visits shall be responsible to indemnify the Corporation for the costs of repair and/or replacement thereof. The amount owing shall be added to the common expenses payable in respect of the said Unit Owner's Unit if unpaid as and when required by the Board, and shall be deemed to be common expenses in arrears as of the date of notification to the Unit Owner thereof.

## **ARTICLE V: MAINTENANCE AND REPAIR OBLIGATIONS**

### **Units, Generally**

1. Each Unit Owner must maintain and repair such Unit Owner's Unit, and any and all improvements to such Unit, including without limitation all Unit Systems & Equipment.
2. The Corporation is entitled, without requiring the further consent of the Owners, to enter into a service contract on behalf of all Owners for preventative or other maintenance and repair work relating to components of the Unit Systems & Equipment for all of the Units, and the general costs thereof shall be a common expense of the Corporation but the costs of replacement parts for any particular Unit's Unit Systems & Equipment shall be added to the common expenses for that particular Unit and shall be due upon request therefor by the Board.
3. In the event of an emergency such as fire, flood, or other risk of imminent damage to any Unit, or the Condominium Plan, or risk of injury to an individual on the Condominium Plan, (an

“Emergency”) the Unit Owner is deemed to be unable or to have failed to carry out such Owner’s repair or maintenance obligations within a reasonable time, with the result that the Corporation shall or may (as the case may be in accordance with the Act) exercise its rights under the Act to enter the Unit in question and effect such repairs or maintenance as the Board deems necessary or appropriate to resolve the Emergency, with the costs thereof being added to the common expenses attributed to the Unit in question.

4. If the Corporation carries out any repair or maintenance to more than one Unit due to failure by the Owners of such Units to carry out such Owners’ repair obligation within a reasonable time after damage occurs or in an Emergency, the Corporation shall have absolute discretion to apportion the cost of such repair amongst the Units as it deems reasonable, which apportioned cost shall be added the each Unit’s contribution to the common expenses in accordance with the Act.
5. If a construction lien is registered against one or more Units as a result of maintenance or repair of one or more Units, the Owner(s) having contracted for the subject work shall immediately remove the lien, failing which the Condominium may, at its option, obtain a discharge of the lien by:
  - a. paying the amount claimed under the lien into court;
  - b. posting a bond; or
  - c. any other method available to it;

and any such payment and other costs incurred by the Condominium in so doing (including all legal fees, charges and disbursements and applicable taxes) will be borne solely by such Owner(s) and shall be for all purposes common expenses payable by such Owner(s) and therefore the subject matter of a lien against such Onwer(s)’s Unit(s) pursuant to the Act if not paid upon request by the Board.

6. As cool temperatures in a Unit can:
  - a. cause heat loss to nearby Units;
  - b. cause damage to components of the Unit; and/or
  - c. lead to freezing water pipes,

each Unit Owner is responsible for ensuring that the temperature in such Owner's Unit does not fall below 15 degrees Celsius at any time. The Corporation shall, to effect and maintain such temperature, be entitled to repair and if necessary replace the heating apparatus with respect to any such Unit at the expense of the Unit Owner in question.

Any costs incurred by the Corporation in maintaining the temperature within a Unit to at least fifteen (15) degrees Celsius (including maintenance, repair or replacement of the heating apparatus) shall be payable by the Unit Owner forthwith upon the expenditure being incurred. If the Unit Owner does not pay the cost of maintaining the temperature in the Unit to fifteen (15) degrees Celsius and the Corporation does have to expend money to do so, then, the monies expended by the Corporation shall be deemed to be a common expense and an item of repair for which the Unit Owner is solely responsible. The cost can therefore be subject to a lien pursuant to the Act.

#### **Life Safety Warning Devices and Unit Systems & Equipment**

7. No appliance, fire place, or stove that burns solid fuel such as wood, coal, corn or any other fuel deemed by the Board in its absolute discretion to be a “solid” fuel is allowed within or to be used

within any Unit or the Common Elements.

8. Each Unit shall be equipped at all times by the Unit Occupants with Life Safety Warning Devices and such other devices as may comprise part of the Unit System & Equipment as are prescribed by the applicable governmental legislation, regulations, and building or other codes, and as a prudent and careful owner or occupant would require, and/or as may be required by the Board, the Corporation's and/or Unit Occupants' insurers from time-to-time.
9. Each Unit Owner must effect such repairs, replacements and maintenance of such Unit Owner's Unit's Life Safety Warning Devices and Unit Systems & Equipment as a prudent and careful owner or occupant would require, and as may be required by the Board, the Corporation's and/or Unit Occupants' insurers from time-to-time and/or as may be prescribed by the Board servicing such Unit Owner's Unit as directed by the Board at the cost of the Unit Owner of the Unit.
10. Each Unit Owner shall, with respect to such Owner's Unit, provide the Board with such evidence as the Board may require from time-to-time that:
  - a. all required Life Safety Warning Devices and Unit Systems & Equipment are in place, fully powered (as applicable), in compliance with, and in good operating condition and in such locations as required by applicable governmental legislation, regulations and building or other codes and by the Board and the Corporation's and Unit Occupants' insurers;
  - b. the Unit's electrical system is in compliance with all applicable law and requirements of the Board;
  - c. all water using appliances, such as, for example only without limiting the generality of the foregoing, clothes washers, dishwashers, water softeners and/or water heaters, are in a reasonable state of repair so as to be unlikely to be prone to leakage;
  - d. all ducts and vent pipes are clean and free of flammable and/or other materials;
  - e. all water hose and hose fastening devices and mechanisms are in good repair and properly attached to the device the same service;
  - f. all air heating and/or air-conditioning mechanisms are in good operating condition;
  - g. any gas or electric fireplace or barbecue or similar appliance is kept in a good state of repair, cleanliness and operating condition; and
  - h. all required Life Safety Warning Devices, are in place, fully powered (as applicable) and in good operating condition and in such locations as required by the Board.
11. The Board has the right to cause periodic inspections of any or all Units as may be required to confirm any of the foregoing. Such persons as are designated by the Board to perform such inspections are permitted entry to any and all Units from time-to-time on twenty four (24) hours' prior written notice given to any Unit Occupant except in the case of emergency as reasonably determined by the Board, in which case immediate entry may be obtained.

The cost of all routine periodic inspections shall be paid by the Corporation but any additional inspections that the Board causes to be performed to fulfill any legal obligation, or upon the request of a mortgagee or Unit Owner, or due to any pending or completed transfer of title to the Unit, or to ensure that deficiencies noted in a prior inspection have been remedied, shall be at the cost of the Owner of the Unit.

12. The Board has the right to have its representatives make such installations or perform such work (including, without limiting the foregoing, any repairs, installations or replacements as may be recommended in a report based upon an inspection hereunder) required to ensure that:

- a. all required Life Safety Warning Devices and Unit Systems & Equipment are in place, fully powered (as applicable), in compliance with, and in good operating condition and in such locations as required by applicable governmental legislation, regulations and building or other codes and by the Board and the Corporation's and Unit Occupants' insurers;
- b. the Unit's electrical system is in compliance with all applicable law and requirements of the Board;
- c. all water using appliances, such as, for example only without limiting the generality of the foregoing, clothes washers, dishwashers, water softeners and/or water heaters, are in a reasonable state of repair so as to be unlikely to be prone to leakage;
- d. all ducts and vent pipes are clean and free of flammable and/or other materials;
- e. all water hose and hose fastening devices and mechanisms are in good repair and properly attached to the device the same service;
- f. all air heating and/or air-conditioning mechanisms are in good operating condition;
- g. any gas or electric fireplace or barbecue or similar appliance is kept in a good state of repair, cleanliness and operating condition; and
- h. all required Life Safety Warning Devices, are in place, fully powered (as applicable) and in good operating condition and in such locations as required by the Board; and

all costs thereof and related thereto are the obligation of the Unit Owner of the Unit to pay. If the costs specified in this paragraph and/or the costs for any of the inspections that are the obligation of an Owner to pay are not paid when required by the Board such costs shall be added to the said Owner's contribution towards common expenses

### **Common Elements**

13. Subject to the further and other provisions of this Declaration, the Corporation shall maintain and repair all of the Common Elements of this Condominium Plan, including those portions of the common elements designated for the exclusive use of the owners and occupants of one or more of the Units, in accordance with the property standards established by the Municipality and such additional standards as may be established by the Board or Corporation from time to time.
14. Without limiting paragraph 13 of this Article V of this Declaration, and subject to the reasonable care of the Condominium Plan and operation of the Corporation by the Board, each Owner of a Unit must:
  - a. maintain the interior surfaces of exterior windows as well as the interior and exterior surfaces of ingress/egress doors appurtenant to their respective Units in a clean condition;
  - b. maintain the exterior surfaces of exterior windows appurtenant to their respective Units and accessible from the ground or while standing on a terrace or patio without the use of a ladder or similar tool, in a clean and operable condition;
  - c. not store anything in the Common Elements or in any other part of the Condominium except a storage space contained within the boundaries of the Unit Owner's Parking Unit;
  - d. maintain and keep the Common Elements immediately adjacent to the front entrance of such Owner's Unit in a neat and tidy condition as required by the Board;
  - e. keep all paved areas, including steps, patios, balconies, driveways, and all garden or



landscaped areas within the Common Elements free of clutter, debris, and obstruction;

15. Each Owner shall maintain the exclusive use balcony or patio appurtenant to their Residential Unit in a clean and tidy condition, free of snow, ice, leaves, and debris and shall not place or store thereon any bikes, furniture, or other items other than removable, seasonal furniture which shall be permitted only during the appropriate season therefor.
16. The Corporation shall not be obligated to perform maintenance of any part of the Common Elements for which a Unit Owner bears a duty as set out herein, but may do so where the Unit Owner fails to perform the same in an adequate or timely manner in accordance with the further provisions hereof and the Act.
17. For clarity, the railings enclosing any balcony or patio are Common Elements and the responsibility of the Corporation to maintain and repair other than to the extent the Owner is to keep the same neat and tidy as aforesaid.
18. All driveways and walkways of the Condominium Plan are to be kept in a reasonably snow-free condition at all times.

#### **Related Duties and Indemnities**

19. The following provisions apply without limiting any other indemnification provision contained in the Act or this Declaration or as determined by a court or tribunal having applicable jurisdiction:
  - a. If the motor vehicle or other item belonging to a Unit Occupant is required to be removed from any part of the Common Elements for the purpose of allowing snow and ice removal, or any other maintenance or repair work relating to the Common Elements or a Unit, to proceed, the Unit Occupant who is responsible therefor shall immediately remove the same upon request by the Board. If the Unit Owner does not immediately comply with such request and such work is delayed, hindered, or otherwise impacted by the non-removal of such motor vehicle or other item, any additional costs that are incurred by the Corporation on account of the same shall be deemed to be a common expense for which the Unit Owner in question is solely responsible and shall be due upon delivery by the Board of a written demand for payment.
  - b. If any patio or balcony, or any landscaped, garden, asphalt or other hard surfaced area of the Common Elements is damaged or in need of maintenance or repair because of the act or omission of any Unit Occupant or Visitor, the Unit Owner of the Unit in which the Unit Occupant resides or the Visitor has visited shall pay the costs of the maintenance or repair in question with such expense being deemed to be a common expense for which the Unit Owner in question is solely responsible and shall be due upon delivery by the Board of a written demand for payment.

#### **Garbage and Recycling**

20. Garbage and recycling must be put out in such locations and at such times as shall be in accordance with the requirements of the Municipality or waste management contractor, as the case may be, and any further instructions or directions set out in the Rules or as may be otherwise communicated by the Board.
21. Garbage is to be placed in garbage bags and then placed in secure containers designed for holding garbage that will withstand birds, rodents, vermin and pests so that the garbage bags are not torn by, entered or scattered by the same. Recycling is to be placed in appropriate containers (e.g., Blue Boxes, Green Boxes, etc.) designed for holding recyclable materials.

#### **General**



22. All of the Condominium Plan, whether Unit or Common Elements, shall at all times be maintained by the party responsible for such maintenance in such manner as to comply with any applicable site plan, landscape plan or tree management plan approved by the Municipality. It shall be the duty of the Corporation to comply with and ensure and enforce compliance by Unit Occupants with the applicable provisions of all applicable site plan and other agreements entered into pursuant to the *Planning Act*, and all Municipality approved salt management and/or stormwater management facility, grading and drainage and landscape plans.
23. The Corporation shall ensure that the drainage in the Condominium Plan shall at all times conform to the Municipality approved overall drainage plan for the Condominium Plan and that drainage will not be altered without the approval of the Municipality; that roof water shall be discharged onto the surface of the ground and not be connected to the storm sewers without the approval of the Municipality; that there will be no construction of any accessory buildings or structures without the approval of the Municipality; that all drainage swales or other facilities will be maintained to provide surface water runoff in accordance with the Municipality approved drainage control plan.

## ARTICLE VI: UTILITIES

### **Metering and Supply**

1. It is intended that electricity, gas, water and any (if any) other utility supplied to a Residential Unit shall be separately sub-metered for such Unit. Whether supplied and metered separately to a Unit or measured by sub-metering as anticipated, the costs of such utility supplies to the Residential Units are to be paid by the Owner of the Unit to which the same are supplied and shall not form part of the common expenses or budget of the Corporation and no credit for any such payment made by an Owner shall be applied against such Owner's obligation to pay common expenses.
2. In the event the Corporation enters into a contract with a sub-metering service provider to manage the reading of meters and/or collection of the costs of a sub-metered utility, each Unit Owner is required to execute and enter into such agreements and other documents as the sub-metering service provider may require in accordance with its agreement with the Corporation with respect to each and any sub-metered utility supplied to the Owner's Unit, and to comply with all of the terms thereof including the payment of all costs of each applicable sub-metered utility as well as the other fees and charges payable to the Corporation or the sub-metering service provider in accordance with such agreements.
3. Where there is no sub-metering service provider and unless billed directly by the supplier thereof, each Unit Owner is responsible to pay the cost of the sub-metered utility supplied to such Owner's Unit as determined by the Board, which determination shall be based on the amount of such utility supplied by reference to the said meter or other similar device for such Unit. For the purposes of collecting such payments, the Board may in its sole discretion acting reasonably estimate an amount to be paid each month by the Owner(s) of each Unit and shall then make an annual or other periodic adjustment (the actual timing thereof to be determined by the Board in its sole discretion) in accordance with the actual charges by the supplier of such utility and the amount of such utility supplied to each Unit as determined by the Board's reading of the said meters or other similar devices.
4. In the event that a Unit Owner fails to make payment for a sub-metered utility service as and when the same is due in accordance with the foregoing provisions, and if the burden of payment therefore falls to the Corporation, such amounts shall be a debt owed to the Corporation by the Owner and shall be collectible as if the same were common expenses in arrears and for such purposes only shall be considered common expenses and therefore the subject matter of a lien pursuant to the Act if not paid upon request by the Board. Interest will accrue on such arrears at the same rate as interest accrues on other arrears of an Owner's contributions to the common expenses.

5. Although the Corporation may not be obligated to pay any part of an Owner's arrears or other payments required from the Owner by the supplier of any utility service or any sub-metering service provider, the Corporation may in its sole discretion elect to do so. In the event the Corporation does pay any part of an Owner's arrears or other payments required from the Owner by such a supplier or sub-metering service provider, the amount thereof as well as any other costs, expenses, or charges that arise on account of any act or omission of or by a Unit Occupant with respect to the supply of any utility service to the Residential Unit in which such Unit Occupant resides shall be the responsibility of the Owner who owns the Unit in question to repay to the Corporation and shall constitute common expenses of such Unit which are to be paid as and when required by the Board and may be the subject of a lien pursuant to the Act if not paid as and when required by the Board.
6. If at any time any utility service supplied to the Units is "bulk metered" by the supplier of the same, the cost thereof shall be included in the common expenses for the Corporation, unless and until the Municipality or supplier of the same shall install individual meters and charge for the supply thereof in accordance with the measurements on such meters.
7. All costs associated with utility services supplied to the Common Elements and the Parking Units shall be common expenses.

## **ARTICLE VII: INSURANCE AND INDEMNIFICATION**

### **Unit Insurance**

1. Each Unit Owner is required to maintain current at all times and at their own expense:
  - a. insurance with respect to the replacement cost of the improvements (as such term is defined in accordance with the Act) of their own Unit on account of damage due to major perils including at minimum the perils of fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft or vehicles, vandalism or malicious acts; and
  - b. third-party deductible or comparable insurance coverage to ensure their ability to cover payment of the Corporation's deductible or costs of repairs up to the deductible amount where required by the Act, Declaration, or By-laws.
2. Each Unit Owner shall, upon request by the Board, provide proof of the foregoing insurance coverage, including evidence that such coverage exists with respect to each Unit owned by the Unit Owner and not solely the Owner's Residential Unit. If a Unit Owner does not maintain such insurance, the Corporation may obtain such insurance for and at the cost of the Unit Owner in question, which shall be added to the Owner's contribution towards common expenses and shall be deemed to be common expense contributions in arrears as of the date thereof.
3. Nothing herein shall be interpreted in any way that diminishes or derogates from the insurance obligations of the Corporation set out in the Act.

### **Indemnification (General)**

4. Subject to the application of any other provision of this Article, each Unit Owner shall indemnify the Corporation and, as the case may be, other Unit Owners against loss, costs, damage or injury caused to the Common Elements or any Unit because of any act or omission of any Unit Occupant of the said Unit Owner's Unit.
5. Without limiting the generality of the foregoing each Unit Owner shall indemnify the Corporation with respect to any expense incurred by the Corporation on account of a breach or other act or

omission by the Unit Owner or any Unit Occupant of the Unit Owner's Unit relating to:

- a. any provisions of this Declaration, the By-laws or Rules, including without limitation provisions pertaining to parking, vehicles, pets, and/or storage; and
  - b. any unreasonable noise or other nuisance, annoyance, or disruption prescribed under section 117 (2) of the Act or prohibited, restricted, or governed under any of the provisions of this Declaration, the By-laws or Rules.
6. Other than amounts that the Corporation is entitled to collect on account of an order for costs or damages obtained pursuant to section 134 (5) of the Act, which shall be added to the common expenses payable by the Owner in accordance with that provision, each Unit Owner shall also indemnify the Corporation for its legal costs and disbursements (including legal fees on a solicitor and client basis) incurred:
- a. in effecting compliance by the Unit Owner or any Unit Occupant of the Unit Owner's Unit with the provisions of:
    - i. the Declaration, By-laws, Rules and/or the Act;
    - ii. any registered agreements with a Municipality including (without limiting the generality of the foregoing) pursuant to either or both of Sections 41 and 51 of the *Planning Act*, entered by the Declarant and/or any of its predecessors in title;
    - iii. any registered easement(s) and access agreements for the supply of electricity, telephone and cable services to the Corporation entered into by the Declarant and/or any of its predecessors in title;
    - iv. any negative restrictive covenant agreements and/or building schemes to which one or more of the units and/or all or part of the Common Elements of this Condominium Plan and/or any of the assets of the Condominium (if any) is subject; and/or
  - b. in obtaining advice, reports, opinions or other services of any professional including without limitation a lawyer, public accountant, auditor, engineer or appraiser, on account of the excessive, unreasonable, unmerited, frivolous or vexatious demands or inquiries or other acts or omissions of the Unit Owner or any Unit Occupant or Visitor of the Unit Owner's Unit; and/or
  - c. in bringing or defending any court or tribunal application or other legal action in which the Unit Owner and/or a Unit Occupant of the Unit Owner's Unit is an opposing party, or in participating, such as in the role of an intervenor or other third party status, in any proceeding involving the Unit Owner and/or a Unit Occupant of the Unit Owner's Unit, other than a proceeding in which, at the conclusion thereof, the claim or defense of the Corporation is determined not to succeed; and

for the purposes of sub-clause b of this paragraph, the Board has the unfettered discretion, acting reasonably, to determine whether the demands or inquiries or other acts or omissions of a Unit Owner or any guest or occupant of the Unit Owner's Unit are excessive, unreasonable, unmerited, frivolous or vexatious, and to determine the amount of its costs of the applicable professional's services that should be attributed to the Unit Owner's account.

7. Each Unit Owner is responsible for indemnifying the Corporation in accordance with the foregoing provisions even if the Unit Owner is not in possession of the Unit but has leased the same or granted any other right of occupation with respect to same.

#### **Indemnification (Damage)**

8. If damage should occur to a Unit, the Common Elements or an asset of the Corporation and:
  - a. was caused by an act or omission of a Unit Occupant or Visitor;
  - b. was not caused by the Corporation or any director, officer, agent or employee thereof; and
  - c. the Corporation has obtained and maintained coverage for such damage under an insurance policy;

then the amount that is the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy (regardless of whether or not a claim is made or proceeds are paid under the Corporation's insurance policy) will be the responsibility of the Unit Owner who owns the Unit in which the Unit Occupant or Visitor responsible for the damage resides or is/was visiting to pay to the Corporation, and the same shall be added the common expenses payable for such Owner's Unit and shall be considered and for all purposes be common expenses in arrears as of the date of demand by the Board and therefore capable of being recovered by the Corporation in accordance with the lien provisions of the Act.

9. If any part of the Units or Common Elements for which the Unit Owner is responsible with respect to maintenance or repair is subject to a direction or order for upgrade(s), maintenance, or repair(s) issued by any governmental authority or the Corporation's insurer, and the Unit Owner does not effect the same within a reasonable time after having been given notice thereof by such authority, the insurer, or the Corporation, the same shall be deemed to be damage to the Unit or Common Elements in question that the Unit Owner has failed to repair within a reasonable time such that the Corporation may effect the required work and the Unit Owner shall be responsible to indemnify the Corporation in full for all of its costs associated with such work.
10. With respect to any obligation of a Unit Owner to reimburse or pay the Corporation on account of damage to any Unit or the Common Elements, whether set out herein or the By-laws of the Corporation or in or pursuant to the Act, in the event such Owner has any right to be indemnified by another Unit Occupant or any other person, this shall be between the Owner and such other Unit Occupant or other person and shall not involve the Corporation or affect the Owner's said obligation to reimburse or pay the Corporation.

#### **Indemnification (Noise and Other Nuisances)**

11. Without limiting the generality of any of the other provisions of this Declaration or the Rules, each Unit Occupant is prohibited from causing any unreasonable noise, smoke, odour, vapour, light, or vibration, or any other nuisance, annoyance, or disruption that interferes with the quiet enjoyment and regular use of the Units and/or Common Elements by any other Unit Occupant. Notwithstanding this, it is acknowledged that there will inevitably be some transmission of noise, odours, vapours, or other kinds of interference between the Units and/or between the Units and the Common Elements arising from ordinary human activity and necessary mechanical elements of the buildings, which may occasionally interfere with a Unit Occupant's quiet enjoyment even though such interferences are not unreasonable. No suit, action, proceeding, or claim shall be brought by any Unit Occupant against the Corporation, any of its directors, the Declarant, or another Unit Occupant with respect to airborne and other noise that does not exceed the levels prescribed by the Ontario Building Code that apply to the buildings within this Condominium Plan, or in relation to any other interference that is not objectively unreasonable or otherwise prohibited by law. In the event that any legal action is commenced by a Unit Occupant against the Corporation with respect to an allegation of noise, smoke, odour, vapour, light, vibration, or any other alleged interference with the Unit Occupant's quiet enjoyment of a Unit or the Common Elements, and a determination is made that the alleged interference either does not exist or is not unreasonable or otherwise actionable, the Corporation's cost of defending against the same shall be added to the common expenses payable on account of the Unit Occupant's Unit.

### **Indemnification (Mediation)**

12. In the event of mediation involving the Corporation and a Unit Owner, including a mediation conducted as part of a proceeding before the Condominium Authority Tribunal, if the mediator or a settlement agreement pertaining to the mediation requires that all or part of the costs of such mediation are the responsibility of the Unit Owner, the costs that are so found to be, or agreed to be, the responsibility of the Unit Owner may be paid by the Corporation in the absolute discretion of the Board. If any such costs are so paid by the Corporation, the amount so paid shall be added to the common Expenses payable for the Owner's Unit. In such event the Board may send notice to the Unit Owner advising that the amount has been paid and specify a time for reimbursement thereof by the Unit Owner to the Corporation, and if such amount is not paid by the time so specified such amount shall be considered and for all purposes be common expenses in arrears owing on account of such Unit Owner's Unit as of the date on which such payment was due.

### **Indemnification for Borrowed Funds**

13. In the event that the Board determines that an assesment of common expense contributions is required to cover one or more expenditures not contemplated in the Corporation's annual budget or reserve fund plan, or that exceed the amounts set out in the Corporation's budget or reserve fund plan for such expenditures, (each, a "**Special Assessment**") each Owner is responsible to pay the proportionate share of such Special Assessment allocated to such Owner's Unit as determined by reference to Schedule D of this Declaration (the "**Proportionate Share**"), and the Board may, but is not required to, offer to Owners the opportunity to elect between the following options for making such payment:

- a. To pay out the Proportionate Share in a single lump sum, payable on a due date to be set by the Board, acting reasonably; or
- b. to pay out the Proportionate Share in a series of period installment payments, the number and due dates for which will be set by the Board, acting reasonably;

and where such a offer is made to the Owners, the offer and the applicable due dates for payment shall be set out in the notice of the Special Assessment given to the Owners and the Board shall provide the Owners with a fixed period of time (the duration of which shall be determined by the Board in its reasonably exercised discretion) in which to make their election. Any Owner not making an election by the end of the time period fixed by the Board, shall be deemed to have elected to pay out the Proportionate Share in a single lump sum.

14. If an Owner elects within the allotted period of time to pay out their Proportionate Share in a series of period installment payments, the Board may (subject to the Owners approving a by-law for the same as required by the Act) borrow such funds as are necessary to enable the Corporation to meet its obligations for payment of the expenditure in question as and when such payment is due, and the costs of such borrowing (including fees, commissions, interest, and professional, including legal, expenses associated therewith) shall be shared equally amongst the Owners making such election. Each Owner's share of such costs shall be added to the common expenses payable on account of the Owner's Unit and shall be considered due and payable on the date or dates established therefor by the Board, acting reasonably.

### **Amounts Deemed to Be Common Expenses**

15. Any amount(s) that a Unit Owner is responsible to pay to the Corporation pursuant to any of the provisions of this Declaration shall be paid forthwith upon request by the Board for payment, failing which the said amount(s) shall be added to the common expenses payable by the Unit Owner to the Corporation and shall be considered and for all purposes be common expenses in arrears as of the date of demand by the Board and therefore capable of being recovered by the



Corporation in accordance with the lien provisions of the Act.

**ARTICLE VIII: MISCELLANEOUS**

**Provisions Required by the Municipality**

- 1. The Municipality has not required any provisions to be included in this Declaration at this time.

**Non-Waiver**

- 2. No waiver – whether occurring once or many times, whether express or implied, whether by conduct, statement, or otherwise, or whether deliberate, without intention, or negligent – of any term, provision, or condition of this Declaration, the By-laws, or the Rules, shall be or be deemed or construed to be a further or continuing waiver of any such term, provision, or condition, or to have the effect of releasing any person from their obligation to comply with such term, provision, or condition, or to defeat, restrict, limit or in any other way affect the rights of the Corporation, or any owner, occupier, or mortgagee of a Unit, as the case may be, to seek enforcement or any other remedy with respect to any subsequent breach or default of compliance with such term, provision, or condition.

**Rights of the Declarant**

- 3. The rights and obligations of the Declarant as set out herein and pursuant to the Act shall both bind and enure to the benefit of both parties comprising the Declarant jointly and severally.

Dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Skydev Fuller Meaford Limited Partnership  
by its general partner, Skydev GP (II) Inc.**

Per: \_\_\_\_\_

Name:

Office:

I have authority to bind the corporation.



## Schedule A

The following is the legal description of the **Subject Lands**.\*

*\*The term "Subject Lands" in this Schedule A refers to the portion of the development project that are included in the initial registration of the declaration, and "Servient Lands" refers to the remainder of the development lands that are proposed to be added to the condominium as "phases" if the condominium is registered as a Phased Condominium. However, although this condominium is proposed to be a Phased Condominium, it is possible all phases will register at one time. If so, Schedule A of this declaration will not specify that there are "Servient Lands" and will not be required to either reserve or take easements in respect of the Servient Lands.*

**PART OF LOTS 386, 391 & 392 AND ALL OF LOTS 353, 354, 382-385, 387-390 & 1707 AND PART OF BRIDGE STREET SOUTHWEST OF HURON STREET NORTH OF LOTS 382, 383 AND 384, CLOSED BY MF12428, MF13352 & GY246655, ON REGISTERED PLAN 309, DESIGNATED AS PART 1 ON PLAN 16R-12091; MUNICIPALITY OF MEAFORD;**

**BEING DESIGNATED PART \_\_\_\_ ON PLAN 16R-\_\_\_\_\_;** MUNICIPALITY OF MEAFORD

**RESERVING**, pursuant to subsection 20 (2) (a) of the Condominium Act, 1998, an easement in perpetuity in favour of the owners of Parts \_\_\_\_ on Plan 16R-\_\_\_\_\_ (the "Servient Lands") for entry on and construction, repair, replacement, operation, and maintenance of any and all pipes, wires, vents, cables, conduits, sewers (both storm and sanitary), service connections, electricity transformer(s), storm water swales, storm water ponds, sump pumps, sump pump pits, weeping tiles, watermains, fire hydrants, telecommunication (including internet, television, telephone and like services) signal transmission and reception facilities, cables, and lines, and all like public and private utility lines, equipment, structures, and installations that, without limiting the generality of the foregoing, provide for or transmit power, communication facilities, water, fuel, storm water and other drainage, and/or sewage disposal to the Servient Lands or any part thereof and are situate in, on, under, over and through all of the Common Elements of this Condominium Plan;

**RESERVING**, pursuant to subsection 20 (2) (a) of the Condominium Act, 1998, an easement in perpetuity in favour the owners of Parts 1 and 2 on Plan 16R-\_\_\_\_\_ (the "Servient Lands") for ingress and egress for persons, vehicles, equipment, animals, and materials of any nature and kind over, along, upon and through all of those parts of the Common Elements of this Condominium Plan that are not designated for the exclusive use of the owners and occupants of one or more of the Units within this Condominium Plan;

**RESERVING**, pursuant to subsection 20 (2) (a) of the Condominium Act, 1998, an easement in perpetuity in favour the owners of Parts Parts 1 and 2 on Plan 16R-\_\_\_\_\_ (the "Hotel Lands") over and through Parts 3 and 4 on Plan 16R-\_\_\_\_\_ for the purposes of vehicular ingress and egress to and from the Hotel Lands; *[If registered separately prior to creation of this condominium, this easement may be set out as a "subject to" easement and will include reference to the applicable registered instrument.]*

**RESERVING**, pursuant to subsection 20 (2) (a) of the Condominium Act, 1998, an easement in perpetuity in favour the owners of Parts 1 and 2 on Plan 16R-\_\_\_\_\_ (the "Hotel Lands") in, under, over, and through the common elements of this Condominium Plan for the purposes of accepting and directing the flow of surface water (including storm water) runoff from the Hotel Lands; *[If registered separately prior to creation of this condominium, this easement may be set out as a "subject to" easement and will include reference to the applicable registered instrument.]*

**RESERVING**, pursuant to subsection 20 (2) (a) of the Condominium Act, 1998, an easement in perpetuity in favour the owners of Parts 1 and 2 on Plan 16R-\_\_\_\_\_ (the "Hotel Lands") in, under, over, and through Parts 5 and 6 on Plan 16R-\_\_\_\_\_, to the extent the same constitute common elements and not units within this Condominium Plan, to construct, repair, replace, operate and maintain domestic water supply services and equipment situate in, on, over, or under the common elements of this Condominium and that serve the Hotel Lands; *[If registered separately prior to creation of this condominium, this easement may be set out as a "subject to" easement and will include reference to the applicable registered instrument.]*

**RESERVING**, pursuant to subsection 20 (2) (b) of the Condominium Act, 1998, and without limiting the rights of access otherwise granted in Article III of this Declaration, an easement in favour of Bell Canada, being the owner of the lands described as Parts of Town Lots 5 and 6 on the North side of Adelaide Street West according to the Plan of the Town of York and designated as Parts 1 and 2, Plan 63R-545, City of Toronto, to permit free and unimpeded access at all times by its contractors, agents, employees,

vehicles, equipment, and supplies upon, over, in, under and across (1) all of the common elements of this Condominium Plan, and (2) all of the Units other than with respect to any Residential Units constructed thereon or therein, to construct, operate, maintain, repair, replace, renew, or make additions at all times to telecommunications facilities (the "Facilities") or any part thereof forming part of continuous lines between the Bell Canada's said lands and other lands including, without limitation, all necessary cable and wires (both buried and aerial), conduit, markers, poles, anchors, guys, fixtures, equipment, and all appurtenances thereto, and as needed to remove, trim, sever, or fell any obstructions such as trees, roots, brush, stumps, boulders or rock encountered during the course of construction or subsequent maintenance of the Facilities, provided that Bell Canada shall obtain prior approval of the Corporation to the location of the Facilities (as evidenced by the Corporation's execution of the applicable construction plans, or other documentation evidencing such location), which approval shall not be unreasonably withheld; *[This easement is proposed to be included if a Bell Canada easement is required as a condition of approval of the condominium.]*

**TOGETHER WITH** an easement, pursuant to subsection 20 (2) (a) of the Condominium Act, 1998, in perpetuity over and through Parts \_\_\_\_ on Plan 16R-\_\_\_\_\_ (the "Servient Lands") for entry on and construction, repair, replacement, operation, and maintenance of any and all pipes, wires, vents, cables, conduits, sewers (both storm and sanitary), service connections, electricity transformer(s), storm water swales, storm water ponds, sump pumps, sump pump pits, weeping tiles, watermains, fire hydrants, telecommunication (including internet, television, telephone and like services) signal transmission and reception facilities, cables, and lines, and all like public and private utility lines, equipment, structures, and installations that, without limiting the generality of the foregoing, provide for or transmit power, communication facilities, water, fuel, storm water and other drainage, and/or sewage disposal to this Condominium Plan or any part thereof and are situate in, on, under, over and through all of the Servient Lands; and

**TOGETHER WITH** an easement, pursuant to subsection 20 (2) (a) of the Condominium Act, 1998, in perpetuity over and through Parts \_\_\_\_ on Plan 16R-\_\_\_\_\_ (the "Servient Lands") for ingress and egress for persons, vehicles, equipment, animals, and materials of any nature and kind over, along, upon and through all of the Servient Lands.

**TOGETHER WITH** an easement, pursuant to subsection 20 (2) (a) of the Condominium Act, 1998, in perpetuity in, under, over, and through Parts \_\_\_\_ on Plan 16R-\_\_\_\_\_ (the "Hotel Lands") for the purposes of accepting and directing the flow of surface water (including storm water) runoff from this Condominium Plan; *[If registered separately prior to creation of this condominium, this easement will include reference to the applicable registered instrument.]*

**TOGETHER WITH** an easement, pursuant to subsection 20 (2) (a) of the Condominium Act, 1998, in perpetuity in, under, over, and through Parts 1 and 2 on Plan 16R-\_\_\_\_\_ (the "Hotel Lands") for the purposes of constructing, installing, repairing, replacing, operating and maintaining domestic water supply services and equipment situate in, on, over, or under Hotel Lands and that serve this Condominium Plan; *[If registered separately prior to creation of this condominium, this easement will include reference to the applicable registered instrument.]*

**TOGETHER WITH** an easement, pursuant to subsection 20 (2) (a) of the Condominium Act, 1998, in perpetuity over and through that Part 2 on Plan 16R-\_\_\_\_\_ for the purposes of vehicular ingress and egress to and from this Condominium Plan; *[If registered separately prior to creation of this condominium, this easement may be set out as a "subject to" easement and will include reference to the applicable registered instrument.]*

Being part of PIN 37116-0119 (LT)

I am the solicitor who is registering this declaration.

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

The following is the legal description of the **Servient Lands**.

**PART OF LOTS 386, 391 & 392 AND ALL OF LOTS 353, 354, 382-385, 387-390 & 1707 AND PART OF BRIDGE STREET SOUTHWEST OF HURON STREET NORTH OF LOTS 382, 383 AND 384, CLOSED BY MF12428, MF13352 & GY246655, ON REGISTERED PLAN 309, DESIGNATED AS PART 1 ON PLAN 16R-12091; MUNICIPALITY OF MEAFORD;**

**BEING DESIGNATED PARTS \_\_\_\_ ON PLAN 16R- \_\_\_\_\_; MUNICIPALITY OF MEAFORD**

Being part of PIN 37116-0119 (LT) *[To be updated.]*

Dated the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**MILLER THOMSON LLP**

By: \_\_\_\_\_  
Michael H. Clifton

**Schedule B**

**CONSENT**

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

**Condominium Act, 1998**

1. The Bank of Nova Scotia has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Number GY219537 in the Land Registry Office for the Land Titles Division of Grey County (No. 16).
2. The Bank of Nova Scotia consents 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. The Bank of Nova Scotia postpones the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. The Bank of Nova Scotia is entitled by law to grant this consent and postponement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**The Bank of Nova Scotia**

Per:

\_\_\_\_\_

Name:

Title:

I have the authority to bind the corporation.

**SCHEDULE B**

**CONSENT**  
(Servient Lands)\*

1. The Bank of Nova Scotia has a mortgage registered against land owned by the declarant that is included in the property but not included in a phase, including the buildings and structures on the land, registered as Number GY219537 in the Land Registry Office for the Land Titles Division of Grey County (No. 16).
2. The Bank of Nova Scotia consents 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. The Bank of Nova Scotia is entitled by law to grant this consent.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**The Bank of Nova Scotia**

Per:

\_\_\_\_\_

Name:

Title:

I have the authority to bind the corporation.

*\*Although this condominium is proposed to be a Phased Condominium, it is possible all phases will register at one time. If so, this Schedule B relating to the "Servient Lands" will not be required or included.*



**Schedule B**

**CONSENT**

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

**Condominium Act, 1998**

- 5. The Bank of Nova Scotia has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Number GY250939 in the Land Registry Office for the Land Titles Division of Grey County (No. 16).
- 6. The Bank of Nova Scotia consents 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.
- 7. The Bank of Nova Scotia postpones the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
- 8. The Bank of Nova Scotia is entitled by law to grant this consent and postponement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**The Bank of Nova Scotia**

Per:

\_\_\_\_\_

Name:

Title:

I have the authority to bind the corporation.

**SCHEDULE B**

**CONSENT**  
(Servient Lands)\*

1. The Bank of Nova Scotia has a mortgage registered against land owned by the declarant that is included in the property but not included in a phase, including the buildings and structures on the land, registered as Number GY250939 in the Land Registry Office for the Land Titles Division of Grey County (No. 16).
2. The Bank of Nova Scotia consents 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. The Bank of Nova Scotia is entitled by law to grant this consent.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**The Bank of Nova Scotia**

Per:

\_\_\_\_\_

Name:

Title:

I have the authority to bind the corporation.

*\*Although this condominium is proposed to be a Phased Condominium, it is possible all phases will register at one time. If so, this Schedule B relating to the "Servient Lands" will not be required or included.*

## Schedule C

## UNIT BOUNDARY DESCRIPTION

Each Unit shall comprise the area within the heavy lines shown on Part 1, Sheet(s) \_\_\_\_\_ (inclusive) of the Description with respect to the Unit numbers indicated thereon and the monuments controlling the extent of the Units are the physical surfaces referred to immediately below and as illustrated on the Description and all dimensions shall have reference to them; and

## A. The Residential Units:

1. are bounded vertically by the following surfaces and planes:
  - a. the upper unfinished face and plane of unfinished subflooring; and
  - b. the lower unfinished surface and plane of the drywall on ceilings and bulkheads; and
2. are bounded horizontally by the following surfaces and planes:
  - a. the unfinished unitside surface and plane of drywall; and
  - b. the unfinished interior surface of window frames, exterior doors and door frames, and interior surface of all glass therein, all in closed position; and

## B. The Parking Units:

1. are bounded vertically by the following surfaces and planes:
  - a. the upper surface of the concrete slab floor or asphalt surface as the case may be; and
  - b. the Parking Units located aboveground outside of the building have no upper limit; and
  - c. the upper vertical boundary of the Parking Units located in the underground garage is the lower surface of the unfinished concrete ceiling slab and/or the production thereof; and
2. are bounded horizontally by the following surfaces and planes:
  - a. the the vertical plane defined by horizontal measurements or the face and plane of the concrete or brick wall and the production thereof.

## C. The Storage Locker Units:

3. are bounded vertically by the following surfaces and planes:
  - a. the lower vertical boundary is the upper surface of the concrete slab floor or asphalt surface as the case may be; and
  - b. the upper vertical boundary is the lower surface of the unfinished concrete ceiling slab and/or the production thereof; and
4. are bounded horizontally by the following surfaces and planes:
  - a. the unfinished unitside surface and plane of the wood, mesh, or drywall surface forming the perimeter of the Unit.

The undersigned hereby certifies that the written descriptions of the monuments and boundaries of the Units contained herein accurately correspond with the diagrams of the Units shown on the plans of survey comprising the Description filed concurrently with this Declaration.

Dated: \_\_\_\_\_, 20\_\_\_\_.

**VAN HARTEN SURVEYING INC.**

Per:

\_\_\_\_\_  
[Name], O.L.S.

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

## Schedule D

**PROPORTIONS OF THE COMMON INTEREST  
AND CONTRIBUTIONS TO COMMON EXPENSES\***

*\*The proposed condominium is to consist of three buildings that share underground and above ground parking facilities and other amenities. While the condominium is proposed to be a Phased Condominium – with each building constituting a separate registration (being the initial registration and up to two subsequent phases) – it is possible all buildings will be registered at one time. As a result, there are multiple possibilities for the allocation amongst the units of the proportionate shares of the common interest and the obligation to pay common expenses that could exist at the time of initial registration of this declaration.*

*To help ensure that potential purchasers have access to a draft declaration that indicates the proportions of interest in the property proposed to be attributed to their units regardless of the possible variations in timing of registration, this draft declaration contains three alternative draft versions of the table that will be included in Schedule D when the declaration is first registered.*

*Table I sets out the units' proportionate shares of the common interest and obligations to pay common expenses in the event that the initial registration consists of just one building having 50 Residential Units as well as a number of Parking and Storage Locker Units.*

*Table II sets out the units' proportionate shares of the common interest and obligations to pay common expenses in the event that the initial registration consists of two buildings having, combined, 101 Residential Units as well as a number of Parking and Storage Locker Units.*

*Table III sets out the units' proportionate shares of the common interest and obligations to pay common expenses in the event that the initial (and only) registration consists of all three proposed buildings having, combined, 153 Residential Units as well as all of the Parking and Storage Locker Units.*

*Only one of these will be the Schedule D that is included in the declaration when it is first registered. However, Table III represents the Schedule D as it is proposed to appear at the completion of all phases (if the condominium is registered in phases as discussed above).*

Schedule D – Table I

**PROPORTIONS OF THE COMMON INTEREST  
AND CONTRIBUTIONS TO COMMON EXPENSES**

- A. Each **RESIDENTIAL UNIT** shall contribute a proportionate shares of the common expenses and shall possess a proportionate share of the common interest, in proportion with their relative square footage (subject to minor rounding to ensure the total of all units’ proportions is equal to 100%),
- B. each **SURFACE PARKING UNIT**, shall contribute a proportionate shares of the common expenses and shall possess a proportionate share of the common interest equal to each other Surface Parking Unit,
- C. each **UNDERGROUND PARKING UNIT**, shall contribute a proportionate shares of the common expenses and shall possess a proportionate share of the common interest equal to each other Surface Parking Unit,
- D. each **STORAGE LOCKER UNIT**, shall contribute a proportionate shares of the common expenses and shall possess a proportionate share of the common interest equal to each other Surface Parking Unit,

all in accordance with the following table:

UNIT TYPE	SUITE NO.	UNIT	LEVEL	PROPORTIONATE SHARE OF THE OBLIGATION TO CONTRIBUTE TO THE COMMON EXPENSES EXPRESSED AS A PERCENTAGE	PROPORTIONATE SHARE OF THE COMMON INTEREST EXPRESSED AS A PERCENTAGE
Underground Parking		1	A	0.040	0.040
		2	A	0.040	0.040
		3	A	0.040	0.040
		4	A	0.040	0.040
		5	A	0.040	0.040
		6	A	0.040	0.040
		7	A	0.040	0.040
		8	A	0.040	0.040
		9	A	0.040	0.040
		10	A	0.040	0.040
		11	A	0.040	0.040
		12	A	0.040	0.040
		13	A	0.040	0.040
		14	A	0.040	0.040
		15	A	0.040	0.040
		16	A	0.040	0.040
		17	A	0.040	0.040
		18	A	0.040	0.040
		19	A	0.040	0.040
		20	A	0.040	0.040
		21	A	0.040	0.040
		22	A	0.040	0.040
		23	A	0.040	0.040
		24	A	0.040	0.040
		25	A	0.040	0.040
		26	A	0.040	0.040
		27	A	0.040	0.040
		28	A	0.040	0.040
		29	A	0.040	0.040
		30	A	0.040	0.040
		31	A	0.040	0.040

UNIT TYPE	SUITE NO.	UNIT	LEVEL	PROPORTIONATE SHARE OF THE OBLIGATION TO CONTRIBUTE TO THE COMMON EXPENSES EXPRESSED AS A PERCENTAGE	PROPORTIONATE SHARE OF THE COMMON INTEREST EXPRESSED AS A PERCENTAGE
		32	A	0.040	0.040
		33	A	0.040	0.040
		34	A	0.040	0.040
		35	A	0.040	0.040
		36	A	0.040	0.040
		37	A	0.040	0.040
		38	A	0.040	0.040
Storage Locker		39	A	0.040	0.040
		40	A	0.001	0.001
		41	A	0.001	0.001
		42	A	0.001	0.001
		43	A	0.001	0.001
		44	A	0.001	0.001
Residential		45	A	0.001	0.001
	101	1	1	1.678	1.678
	102	2	1	1.344	1.344
	103	3	1	1.344	1.344
	104	4	1	1.344	1.344
	105	5	1	2.104	2.104
	106	6	1	2.236	2.236
	107	7	1	2.235	2.235
	108	8	1	2.835	2.835
	109	9	1	2.017	2.017
	110	10	1	2.017	2.017
	111	11	1	2.017	2.017
112	12	1	1.714	1.714	
Surface Parking		13	1	0.040	0.040
		14	1	0.040	0.040
		15	1	0.040	0.040
		16	1	0.040	0.040
		17	1	0.040	0.040
		18	1	0.040	0.040
		19	1	0.040	0.040
		20	1	0.040	0.040
		21	1	0.040	0.040
		22	1	0.040	0.040
		23	1	0.040	0.040
		24	1	0.040	0.040
		25	1	0.040	0.040
		26	1	0.040	0.040
		27	1	0.040	0.040
		28	1	0.040	0.040
		29	1	0.040	0.040
		30	1	0.040	0.040
		31	1	0.040	0.040
		32	1	0.040	0.040
	33	1	0.040	0.040	
	34	1	0.040	0.040	
	35	1	0.040	0.040	
	36	1	0.040	0.040	
	37	1	0.040	0.040	
	38	1	0.040	0.040	
	39	1	0.040	0.040	
	40	1	0.040	0.040	
	41	1	0.040	0.040	



UNIT TYPE	SUITE NO.	UNIT	LEVEL	PROPORTIONATE SHARE OF THE OBLIGATION TO CONTRIBUTE TO THE COMMON EXPENSES EXPRESSED AS A PERCENTAGE	PROPORTIONATE SHARE OF THE COMMON INTEREST EXPRESSED AS A PERCENTAGE
Surface Parking		42	1	0.040	0.040
		43	1	0.040	0.040
		44	1	0.040	0.040
		45	1	0.040	0.040
		46	1	0.040	0.040
		47	1	0.040	0.040
		48	1	0.040	0.040
		49	1	0.040	0.040
		50	1	0.040	0.040
		51	1	0.040	0.040
		52	1	0.040	0.040
		53	1	0.040	0.040
		54	1	0.040	0.040
		55	1	0.040	0.040
		56	1	0.040	0.040
		57	1	0.040	0.040
		58	1	0.040	0.040
		59	1	0.040	0.040
		60	1	0.040	0.040
		61	1	0.040	0.040
		62	1	0.040	0.040
		63	1	0.040	0.040
		64	1	0.040	0.040
		65	1	0.040	0.040
		66	1	0.040	0.040
		67	1	0.040	0.040
		68	1	0.040	0.040
		69	1	0.040	0.040
		70	1	0.040	0.040
		71	1	0.040	0.040
		72	1	0.040	0.040
		73	1	0.040	0.040
	74	1	0.040	0.040	
	75	1	0.040	0.040	
	76	1	0.040	0.040	
	77	1	0.040	0.040	
	78	1	0.040	0.040	
	79	1	0.040	0.040	
	80	1	0.040	0.040	
	81	1	0.040	0.040	
	82	1	0.040	0.040	
	83	1	0.040	0.040	
	84	1	0.040	0.040	
	85	1	0.040	0.040	
	86	1	0.040	0.040	
	87	1	0.040	0.040	
	88	1	0.040	0.040	
	89	1	0.040	0.040	
	90	1	0.040	0.040	
	91	1	0.040	0.040	
Residential	214	1	2	1.390	1.390
	201	2	2	1.990	1.990
	202	3	2	1.344	1.344
	203	4	2	1.344	1.344
	204	5	2	1.344	1.344

UNIT TYPE	SUITE NO.	UNIT	LEVEL	PROPORTIONATE SHARE OF THE OBLIGATION TO CONTRIBUTE TO THE COMMON EXPENSES EXPRESSED AS A PERCENTAGE	PROPORTIONATE SHARE OF THE COMMON INTEREST EXPRESSED AS A PERCENTAGE
Residential	205	6	2	2.366	2.366
	206	7	2	2.236	2.236
	207	8	2	2.235	2.235
	208	9	2	2.835	2.835
	209	10	2	2.017	2.017
	210	11	2	2.017	2.017
	211	12	2	2.017	2.017
	212	13	2	2.118	2.118
	314	1	3	1.390	1.390
	301	2	3	1.990	1.990
	302	3	3	1.344	1.344
	303	4	3	1.344	1.344
	304	5	3	1.344	1.344
	305	6	3	2.366	2.366
	306	7	3	2.236	2.236
	307	8	3	2.235	2.235
	308	9	3	2.835	2.835
	309	10	3	2.017	2.017
	310	11	3	2.017	2.017
	311	12	3	2.017	2.017
	312	13	3	1.714	1.714
	313	14	3	2.037	2.037
	414	1	4	1.390	1.390
	401	2	4	1.990	1.990
	402	3	4	1.344	1.344
	403	4	4	1.344	1.344
	404	5	4	1.344	1.344
	406	6	4	2.299	2.299
	408	7	4	2.754	2.754
	410	8	4	2.017	2.017
411	9	4	2.017	2.017	
412	10	4	1.714	1.714	
413	11	4	2.037	2.037	
<b>TOTALS</b>				<b>100.000</b>	<b>100.000</b>

## Schedule D – Table II

**PROPORTIONS OF THE COMMON INTEREST  
AND CONTRIBUTIONS TO COMMON EXPENSES**

- A. Each **RESIDENTIAL UNIT** shall contribute a proportionate shares of the common expenses and shall possess a proportionate share of the common interest, in proportion with their relative square footage (subject to minor rounding to ensure the total of all units' proportions is equal to 100%),
- B. each **SURFACE PARKING UNIT**, shall contribute a proportionate shares of the common expenses and shall possess a proportionate share of the common interest equal to each other Surface Parking Unit,
- C. each **UNDERGROUND PARKING UNIT**, shall contribute a proportionate shares of the common expenses and shall possess a proportionate share of the common interest equal to each other Surface Parking Unit,
- D. each **STORAGE LOCKER UNIT**, shall contribute a proportionate shares of the common expenses and shall possess a proportionate share of the common interest equal to each other Surface Parking Unit,

all in accordance with the following table:

UNIT TYPE	BLDG & SUITE NO.	UNIT	LEVEL	PROPORTIONATE SHARE OF THE OBLIGATION TO CONTRIBUTE TO THE COMMON EXPENSES EXPRESSED AS A PERCENTAGE	PROPORTIONATE SHARE OF THE COMMON INTEREST EXPRESSED AS A PERCENTAGE
Underground Parking		1	A	0.040	0.040
		2	A	0.040	0.040
		3	A	0.040	0.040
		4	A	0.040	0.040
		5	A	0.040	0.040
		6	A	0.040	0.040
		7	A	0.040	0.040
		8	A	0.040	0.040
		9	A	0.040	0.040
		10	A	0.040	0.040
		11	A	0.040	0.040
		12	A	0.040	0.040
		13	A	0.040	0.040
		14	A	0.040	0.040
		15	A	0.040	0.040
		16	A	0.040	0.040
		17	A	0.040	0.040
		18	A	0.040	0.040
		19	A	0.040	0.040
		20	A	0.040	0.040
		21	A	0.040	0.040
		22	A	0.040	0.040
		23	A	0.040	0.040
		24	A	0.040	0.040
		25	A	0.040	0.040
		26	A	0.040	0.040
		27	A	0.040	0.040
		28	A	0.040	0.040
		29	A	0.040	0.040
		30	A	0.040	0.040
		31	A	0.040	0.040
		32	A	0.040	0.040
		33	A	0.040	0.040
		34	A	0.040	0.040

UNIT TYPE	BLDG & SUITE NO.	UNIT	LEVEL	PROPORTIONATE SHARE OF THE OBLIGATION TO CONTRIBUTE TO THE COMMON EXPENSES EXPRESSED AS A PERCENTAGE	PROPORTIONATE SHARE OF THE COMMON INTEREST EXPRESSED AS A PERCENTAGE
		35	A	0.040	0.040
		36	A	0.040	0.040
		37	A	0.040	0.040
		38	A	0.040	0.040
		39	A	0.040	0.040
Storage Locker		40	A	0.001	0.001
		41	A	0.001	0.001
		42	A	0.001	0.001
		43	A	0.001	0.001
		44	A	0.001	0.001
		45	A	0.001	0.001
Residential	2-001	46	A	1.281	1.281
Underground Parking		47	A	0.040	0.040
		48	A	0.040	0.040
		49	A	0.040	0.040
		50	A	0.040	0.040
		51	A	0.040	0.040
		52	A	0.040	0.040
		53	A	0.040	0.040
		54	A	0.040	0.040
		55	A	0.040	0.040
		56	A	0.040	0.040
		57	A	0.040	0.040
		58	A	0.040	0.040
		59	A	0.040	0.040
		60	A	0.040	0.040
		61	A	0.040	0.040
		62	A	0.040	0.040
		63	A	0.040	0.040
		64	A	0.040	0.040
		65	A	0.040	0.040
		66	A	0.040	0.040
		67	A	0.040	0.040
		68	A	0.040	0.040
		69	A	0.040	0.040
		70	A	0.040	0.040
		71	A	0.040	0.040
		72	A	0.040	0.040
		73	A	0.040	0.040
		74	A	0.040	0.040
		75	A	0.040	0.040
		76	A	0.040	0.040
		77	A	0.040	0.040
		78	A	0.040	0.040
		79	A	0.040	0.040
		80	A	0.040	0.040
	81	A	0.040	0.040	
	82	A	0.040	0.040	
	83	A	0.040	0.040	
	84	A	0.040	0.040	
	85	A	0.040	0.040	
	86	A	0.040	0.040	
	87	A	0.040	0.040	
	88	A	0.040	0.040	
	89	A	0.040	0.040	

UNIT TYPE	BLDG & SUITE NO.	UNIT	LEVEL	PROPORTIONATE SHARE OF THE OBLIGATION TO CONTRIBUTE TO THE COMMON EXPENSES EXPRESSED AS A PERCENTAGE	PROPORTIONATE SHARE OF THE COMMON INTEREST EXPRESSED AS A PERCENTAGE
		90	A	0.040	0.040
		91	A	0.040	0.040
		92	A	0.040	0.040
		93	A	0.040	0.040
		94	A	0.040	0.040
		95	A	0.040	0.040
		96	A	0.040	0.040
		97	A	0.040	0.040
		98	A	0.040	0.040
		99	A	0.040	0.040
		100	A	0.040	0.040
	101	A	0.040	0.040	
Storage Locker		102	A	0.001	0.001
		103	A	0.001	0.001
		104	A	0.001	0.001
		105	A	0.001	0.001
		106	A	0.001	0.001
		107	A	0.001	0.001
		108	A	0.001	0.001
		109	A	0.001	0.001
		110	A	0.001	0.001
	111	A	0.001	0.001	
Residential	1-101	1	1	0.809	0.809
	1-102	2	1	0.647	0.647
	1-103	3	1	0.647	0.647
	1-104	4	1	0.647	0.647
	1-105	5	1	1.013	1.013
	1-106	6	1	1.079	1.079
	1-107	7	1	1.077	1.077
	1-108	8	1	1.365	1.365
	1-109	9	1	0.971	0.971
	1-110	10	1	0.971	0.971
	1-111	11	1	0.971	0.971
	1-112	12	1	0.825	0.825
Surface Parking		13	1	0.040	0.040
		14	1	0.040	0.040
		15	1	0.040	0.040
		16	1	0.040	0.040
		17	1	0.040	0.040
		18	1	0.040	0.040
		19	1	0.040	0.040
		20	1	0.040	0.040
		21	1	0.040	0.040
		22	1	0.040	0.040
		23	1	0.040	0.040
		24	1	0.040	0.040
		25	1	0.040	0.040
		26	1	0.040	0.040
		27	1	0.040	0.040
		28	1	0.040	0.040
		29	1	0.040	0.040
		30	1	0.040	0.040
		31	1	0.040	0.040
		32	1	0.040	0.040
		33	1	0.040	0.040

UNIT TYPE	BLDG & SUITE NO.	UNIT	LEVEL	PROPORTIONATE SHARE OF THE OBLIGATION TO CONTRIBUTE TO THE COMMON EXPENSES EXPRESSED AS A PERCENTAGE	PROPORTIONATE SHARE OF THE COMMON INTEREST EXPRESSED AS A PERCENTAGE
Surface Parking		34	1	0.040	0.040
		35	1	0.040	0.040
		36	1	0.040	0.040
		37	1	0.040	0.040
		38	1	0.040	0.040
		39	1	0.040	0.040
		40	1	0.040	0.040
		41	1	0.040	0.040
		42	1	0.040	0.040
		43	1	0.040	0.040
		44	1	0.040	0.040
		45	1	0.040	0.040
		46	1	0.040	0.040
		47	1	0.040	0.040
		48	1	0.040	0.040
		49	1	0.040	0.040
		50	1	0.040	0.040
		51	1	0.040	0.040
		52	1	0.040	0.040
		53	1	0.040	0.040
		54	1	0.040	0.040
		55	1	0.040	0.040
		56	1	0.040	0.040
		57	1	0.040	0.040
		58	1	0.040	0.040
		59	1	0.040	0.040
		60	1	0.040	0.040
		61	1	0.040	0.040
		62	1	0.040	0.040
		63	1	0.040	0.040
		64	1	0.040	0.040
		65	1	0.040	0.040
		66	1	0.040	0.040
		67	1	0.040	0.040
		68	1	0.040	0.040
		69	1	0.040	0.040
		70	1	0.040	0.040
		71	1	0.040	0.040
		72	1	0.040	0.040
		73	1	0.040	0.040
		74	1	0.040	0.040
		75	1	0.040	0.040
		76	1	0.040	0.040
		77	1	0.040	0.040
		78	1	0.040	0.040
		79	1	0.040	0.040
		80	1	0.040	0.040
		81	1	0.040	0.040
		82	1	0.040	0.040
		83	1	0.040	0.040
		84	1	0.040	0.040
		85	1	0.040	0.040
		86	1	0.040	0.040
		87	1	0.040	0.040
		88	1	0.040	0.040



UNIT TYPE	BLDG & SUITE NO.	UNIT	LEVEL	PROPORTIONATE SHARE OF THE OBLIGATION TO CONTRIBUTE TO THE COMMON EXPENSES EXPRESSED AS A PERCENTAGE	PROPORTIONATE SHARE OF THE COMMON INTEREST EXPRESSED AS A PERCENTAGE
		89	1	0.040	0.040
		90	1	0.040	0.040
		91	1	0.040	0.040
Residential	2-101	92	1	0.809	0.809
	2-102	93	1	0.647	0.647
	2-103	94	1	0.647	0.647
	2-104	95	1	0.647	0.647
	2-105	96	1	1.013	1.013
	2-106	97	1	1.079	1.079
	2-107	98	1	1.077	1.077
	2-108	99	1	1.365	1.365
	2-109	100	1	0.970	0.970
	2-110	101	1	0.970	0.970
	2-111	102	1	0.970	0.970
	2-112	103	1	0.825	0.825
	1-214	1	2	0.670	0.670
	1-201	2	2	0.960	0.960
	1-202	3	2	0.647	0.647
	1-203	4	2	0.647	0.647
	1-204	5	2	0.647	0.647
	1-205	6	2	1.140	1.140
	1-206	7	2	1.079	1.079
	1-207	8	2	1.077	1.077
	1-208	9	2	1.365	1.365
	1-209	10	2	0.970	0.970
	1-210	11	2	0.970	0.970
	1-211	12	2	0.971	0.971
	1-212	13	2	1.021	1.021
	2-214	14	2	0.670	0.670
	2-201	15	2	0.960	0.960
	2-202	16	2	0.647	0.647
	2-203	17	2	0.647	0.647
	2-204	18	2	0.647	0.647
	2-205	19	2	1.140	1.140
	2-206	20	2	1.079	1.079
	2-207	21	2	1.077	1.077
	2-208	22	2	1.365	1.365
	2-209	23	2	0.971	0.971
	2-210	24	2	0.971	0.971
	2-211	25	2	0.971	0.971
	2-212	26	2	1.021	1.021
	1-314	1	3	0.670	0.670
	1-301	2	3	0.960	0.960
1-302	3	3	0.647	0.647	
1-303	4	3	0.647	0.647	
1-304	5	3	0.647	0.647	
1-305	6	3	1.140	1.140	
1-306	7	3	1.079	1.079	
1-307	8	3	1.077	1.077	
1-308	9	3	1.365	1.365	
1-309	10	3	0.971	0.971	
1-310	11	3	0.971	0.971	
1-311	12	3	0.971	0.971	
1-312	13	3	0.825	0.825	
1-313	14	3	0.981	0.981	

UNIT TYPE	BLDG & SUITE NO.	UNIT	LEVEL	PROPORTIONATE SHARE OF THE OBLIGATION TO CONTRIBUTE TO THE COMMON EXPENSES EXPRESSED AS A PERCENTAGE	PROPORTIONATE SHARE OF THE COMMON INTEREST EXPRESSED AS A PERCENTAGE
Residential	2-314	15	3	0.670	0.670
	2-301	16	3	0.960	0.960
	2-302	17	3	0.647	0.647
	2-303	18	3	0.647	0.647
	2-304	19	3	0.647	0.647
	2-305	20	3	1.140	1.140
	2-306	21	3	1.079	1.079
	2-307	22	3	1.077	1.077
	2-308	23	3	1.365	1.365
	2-309	24	3	0.971	0.971
	2-310	25	3	0.971	0.971
	2-311	26	3	0.971	0.971
	2-312	27	3	0.825	0.825
	2-313	28	3	0.981	0.981
	1-414	1	4	0.670	0.670
	1-401	2	4	0.960	0.960
	1-402	3	4	0.647	0.647
	1-403	4	4	0.647	0.647
	1-404	5	4	0.647	0.647
	1-406	6	4	1.109	1.109
	1-408	7	4	1.327	1.327
	1-410	8	4	0.971	0.971
	1-411	9	4	0.971	0.971
	1-412	10	4	0.825	0.825
	1-413	11	4	0.981	0.981
	2-414	12	4	0.670	0.670
	2-401	13	4	0.960	0.960
	2-402	14	4	0.647	0.647
	2-403	15	4	0.647	0.647
	2-404	16	4	0.647	0.647
	2-406	17	4	1.109	1.109
	2-408	18	4	1.327	1.327
	2-410	19	4	0.971	0.971
2-411	20	4	0.971	0.971	
2-412	21	4	0.825	0.825	
2-413	22	4	0.981	0.981	
<b>TOTALS</b>				<b>100.000</b>	<b>100.000</b>

Schedule D – Table III

**PROPORTIONS OF THE COMMON INTEREST  
AND CONTRIBUTIONS TO COMMON EXPENSES**

- A. Each **RESIDENTIAL UNIT** shall contribute a proportionate shares of the common expenses and shall possess a proportionate share of the common interest, in proportion with their relative square footage (subject to minor rounding to ensure the total of all units’ proportions is equal to 100%),
- B. each **SURFACE PARKING UNIT**, shall contribute a proportionate shares of the common expenses and shall possess a proportionate share of the common interest equal to each other Surface Parking Unit,
- C. each **UNDERGROUND PARKING UNIT**, shall contribute a proportionate shares of the common expenses and shall possess a proportionate share of the common interest equal to each other Surface Parking Unit,
- D. each **STORAGE LOCKER UNIT**, shall contribute a proportionate shares of the common expenses and shall possess a proportionate share of the common interest equal to each other Surface Parking Unit,

all in accordance with the following table:

UNIT TYPE	BLDG & SUITE NO.	UNIT	LEVEL	PROPORTIONATE SHARE OF THE OBLIGATION TO CONTRIBUTE TO THE COMMON EXPENSES EXPRESSED AS A PERCENTAGE	PROPORTIONATE SHARE OF THE COMMON INTEREST EXPRESSED AS A PERCENTAGE
Underground Parking		1	A	0.040	0.040
		2	A	0.040	0.040
		3	A	0.040	0.040
		4	A	0.040	0.040
		5	A	0.040	0.040
		6	A	0.040	0.040
		7	A	0.040	0.040
		8	A	0.040	0.040
		9	A	0.040	0.040
		10	A	0.040	0.040
		11	A	0.040	0.040
		12	A	0.040	0.040
		13	A	0.040	0.040
		14	A	0.040	0.040
		15	A	0.040	0.040
		16	A	0.040	0.040
		17	A	0.040	0.040
		18	A	0.040	0.040
		19	A	0.040	0.040
		20	A	0.040	0.040
		21	A	0.040	0.040
		22	A	0.040	0.040
		23	A	0.040	0.040
		24	A	0.040	0.040
		25	A	0.040	0.040
		26	A	0.040	0.040
		27	A	0.040	0.040
		28	A	0.040	0.040
		29	A	0.040	0.040
		30	A	0.040	0.040
		31	A	0.040	0.040
		32	A	0.040	0.040
		33	A	0.040	0.040
		34	A	0.040	0.040

UNIT TYPE	BLDG & SUITE NO.	UNIT	LEVEL	PROPORTIONATE SHARE OF THE OBLIGATION TO CONTRIBUTE TO THE COMMON EXPENSES EXPRESSED AS A PERCENTAGE	PROPORTIONATE SHARE OF THE COMMON INTEREST EXPRESSED AS A PERCENTAGE
		35	A	0.040	0.040
		36	A	0.040	0.040
		37	A	0.040	0.040
		38	A	0.040	0.040
		39	A	0.040	0.040
Storage Locker		40	A	0.001	0.001
		41	A	0.001	0.001
		42	A	0.001	0.001
		43	A	0.001	0.001
		44	A	0.001	0.001
		45	A	0.001	0.001
Residential	2-001	46	A	0.826	0.826
Underground Parking		47	A	0.040	0.040
		48	A	0.040	0.040
		49	A	0.040	0.040
		50	A	0.040	0.040
		51	A	0.040	0.040
		52	A	0.040	0.040
		53	A	0.040	0.040
		54	A	0.040	0.040
		55	A	0.040	0.040
		56	A	0.040	0.040
		57	A	0.040	0.040
		58	A	0.040	0.040
		59	A	0.040	0.040
		60	A	0.040	0.040
		61	A	0.040	0.040
		62	A	0.040	0.040
		63	A	0.040	0.040
		64	A	0.040	0.040
		65	A	0.040	0.040
		66	A	0.040	0.040
		67	A	0.040	0.040
		68	A	0.040	0.040
		69	A	0.040	0.040
		70	A	0.040	0.040
		71	A	0.040	0.040
		72	A	0.040	0.040
		73	A	0.040	0.040
		74	A	0.040	0.040
		75	A	0.040	0.040
		76	A	0.040	0.040
		77	A	0.040	0.040
		78	A	0.040	0.040
		79	A	0.040	0.040
		80	A	0.040	0.040
		81	A	0.040	0.040
		82	A	0.040	0.040
		83	A	0.040	0.040
		84	A	0.040	0.040
		85	A	0.040	0.040
		86	A	0.040	0.040
		87	A	0.040	0.040
		88	A	0.040	0.040
		89	A	0.040	0.040

UNIT TYPE	BLDG & SUITE NO.	UNIT	LEVEL	PROPORTIONATE SHARE OF THE OBLIGATION TO CONTRIBUTE TO THE COMMON EXPENSES EXPRESSED AS A PERCENTAGE	PROPORTIONATE SHARE OF THE COMMON INTEREST EXPRESSED AS A PERCENTAGE
Underground Parking		90	A	0.040	0.040
		91	A	0.040	0.040
		92	A	0.040	0.040
		93	A	0.040	0.040
		94	A	0.040	0.040
		95	A	0.040	0.040
		96	A	0.040	0.040
		97	A	0.040	0.040
		98	A	0.040	0.040
		99	A	0.040	0.040
		100	A	0.040	0.040
	101	A	0.040	0.040	
Storage Locker		102	A	0.001	0.001
		103	A	0.001	0.001
		104	A	0.001	0.001
		105	A	0.001	0.001
		106	A	0.001	0.001
		107	A	0.001	0.001
		108	A	0.001	0.001
		109	A	0.001	0.001
		110	A	0.001	0.001
		111	A	0.001	0.001
Residential	3-001	112	A	0.826	0.826
	3-002	113	A	0.830	0.830
Underground Parking		114	A	0.040	0.040
		115	A	0.040	0.040
		116	A	0.040	0.040
		117	A	0.040	0.040
		118	A	0.040	0.040
		119	A	0.040	0.040
		120	A	0.040	0.040
		121	A	0.040	0.040
		122	A	0.040	0.040
		123	A	0.040	0.040
		124	A	0.040	0.040
		125	A	0.040	0.040
		126	A	0.040	0.040
		127	A	0.040	0.040
		128	A	0.040	0.040
		129	A	0.040	0.040
		130	A	0.040	0.040
		131	A	0.040	0.040
		132	A	0.040	0.040
		133	A	0.040	0.040
		134	A	0.040	0.040
		135	A	0.040	0.040
		136	A	0.040	0.040
		137	A	0.040	0.040
		138	A	0.040	0.040
		139	A	0.040	0.040
		140	A	0.040	0.040
		141	A	0.040	0.040
		142	A	0.040	0.040
		143	A	0.040	0.040
		144	A	0.040	0.040

UNIT TYPE	BLDG & SUITE NO.	UNIT	LEVEL	PROPORTIONATE SHARE OF THE OBLIGATION TO CONTRIBUTE TO THE COMMON EXPENSES EXPRESSED AS A PERCENTAGE	PROPORTIONATE SHARE OF THE COMMON INTEREST EXPRESSED AS A PERCENTAGE
Underground Parking		145	A	0.040	0.040
		146	A	0.040	0.040
		147	A	0.040	0.040
		148	A	0.040	0.040
		149	A	0.040	0.040
		150	A	0.040	0.040
		151	A	0.040	0.040
		152	A	0.040	0.040
		153	A	0.001	0.001
		154	A	0.001	0.001
		155	A	0.001	0.001
		156	A	0.001	0.001
		157	A	0.001	0.001
		158	A	0.001	0.001
		159	A	0.001	0.001
		160	A	0.001	0.001
	161	A	0.001	0.001	
	162	A	0.001	0.001	
	163	A	0.001	0.001	
	164	A	0.001	0.001	
Residential	1-101	1	1	0.523	0.523
	1-102	2	1	0.418	0.418
	1-103	3	1	0.418	0.418
	1-104	4	1	0.418	0.418
	1-105	5	1	0.655	0.655
	1-106	6	1	0.697	0.697
	1-107	7	1	0.696	0.696
	1-108	8	1	0.883	0.883
	1-109	9	1	0.628	0.628
	1-110	10	1	0.628	0.628
	1-111	11	1	0.628	0.628
	1-112	12	1	0.534	0.534
Surface Parking		13	1	0.040	0.040
		14	1	0.040	0.040
		15	1	0.040	0.040
		16	1	0.040	0.040
		17	1	0.040	0.040
		18	1	0.040	0.040
		19	1	0.040	0.040
		20	1	0.040	0.040
		21	1	0.040	0.040
		22	1	0.040	0.040
		23	1	0.040	0.040
		24	1	0.040	0.040
		25	1	0.040	0.040
		26	1	0.040	0.040
		27	1	0.040	0.040
		28	1	0.040	0.040
		29	1	0.040	0.040
		30	1	0.040	0.040
		31	1	0.040	0.040
		32	1	0.040	0.040
		33	1	0.040	0.040
		34	1	0.040	0.040
		35	1	0.040	0.040



UNIT TYPE	BLDG & SUITE NO.	UNIT	LEVEL	PROPORTIONATE SHARE OF THE OBLIGATION TO CONTRIBUTE TO THE COMMON EXPENSES EXPRESSED AS A PERCENTAGE	PROPORTIONATE SHARE OF THE COMMON INTEREST EXPRESSED AS A PERCENTAGE
Surface Parking		36	1	0.040	0.040
		37	1	0.040	0.040
		38	1	0.040	0.040
		39	1	0.040	0.040
		40	1	0.040	0.040
		41	1	0.040	0.040
		42	1	0.040	0.040
		43	1	0.040	0.040
		44	1	0.040	0.040
		45	1	0.040	0.040
		46	1	0.040	0.040
		47	1	0.040	0.040
		48	1	0.040	0.040
		49	1	0.040	0.040
		50	1	0.040	0.040
		51	1	0.040	0.040
		52	1	0.040	0.040
		53	1	0.040	0.040
		54	1	0.040	0.040
		55	1	0.040	0.040
		56	1	0.040	0.040
		57	1	0.040	0.040
		58	1	0.040	0.040
		59	1	0.040	0.040
		60	1	0.040	0.040
		61	1	0.040	0.040
		62	1	0.040	0.040
		63	1	0.040	0.040
		64	1	0.040	0.040
		65	1	0.040	0.040
		66	1	0.040	0.040
		67	1	0.040	0.040
		68	1	0.040	0.040
		69	1	0.040	0.040
		70	1	0.040	0.040
	71	1	0.040	0.040	
	72	1	0.040	0.040	
	73	1	0.040	0.040	
	74	1	0.040	0.040	
	75	1	0.040	0.040	
	76	1	0.040	0.040	
	77	1	0.040	0.040	
	78	1	0.040	0.040	
	79	1	0.040	0.040	
	80	1	0.040	0.040	
	81	1	0.040	0.040	
	82	1	0.040	0.040	
	83	1	0.040	0.040	
	84	1	0.040	0.040	
	85	1	0.040	0.040	
	86	1	0.040	0.040	
	87	1	0.040	0.040	
	88	1	0.040	0.040	
	89	1	0.040	0.040	
	90	1	0.040	0.040	

UNIT TYPE	BLDG & SUITE NO.	UNIT	LEVEL	PROPORTIONATE SHARE OF THE OBLIGATION TO CONTRIBUTE TO THE COMMON EXPENSES EXPRESSED AS A PERCENTAGE	PROPORTIONATE SHARE OF THE COMMON INTEREST EXPRESSED AS A PERCENTAGE
Surface Pkg		91	1	0.040	0.040
Residential	2-101	92	1	0.523	0.523
	2-102	93	1	0.418	0.418
	2-103	94	1	0.418	0.418
	2-104	95	1	0.418	0.418
	2-105	96	1	0.655	0.655
	2-106	97	1	0.697	0.697
	2-107	98	1	0.696	0.696
	2-108	99	1	0.883	0.883
	2-109	100	1	0.628	0.628
	2-110	101	1	0.628	0.628
	2-111	102	1	0.628	0.628
	2-112	103	1	0.534	0.534
	3-101	104	1	0.523	0.523
	3-102	105	1	0.418	0.418
	3-103	106	1	0.418	0.418
	3-104	107	1	0.418	0.418
	3-105	108	1	0.655	0.655
	3-106	109	1	0.697	0.697
	3-107	110	1	0.696	0.696
	3-108	111	1	0.883	0.883
	3-109	112	1	0.628	0.628
	3-110	113	1	0.628	0.628
	3-111	114	1	0.628	0.628
	3-112	115	1	0.534	0.534
	1-214	1	2	0.434	0.434
	1-201	2	2	0.620	0.620
	1-202	3	2	0.418	0.418
	1-203	4	2	0.418	0.418
	1-204	5	2	0.418	0.418
	1-205	6	2	0.737	0.737
1-206	7	2	0.697	0.697	
1-207	8	2	0.696	0.696	
1-208	9	2	0.883	0.883	
1-209	10	2	0.628	0.628	
1-210	11	2	0.628	0.628	
1-211	12	2	0.628	0.628	
1-212	13	2	0.660	0.660	
2-214	14	2	0.434	0.434	
2-201	15	2	0.620	0.620	
2-202	16	2	0.418	0.418	
2-203	17	2	0.418	0.418	
2-204	18	2	0.418	0.418	
2-205	19	2	0.737	0.737	
2-206	20	2	0.697	0.697	
2-207	21	2	0.696	0.696	
2-208	22	2	0.883	0.883	
2-209	23	2	0.628	0.628	
2-210	24	2	0.628	0.628	
2-211	25	2	0.628	0.628	
2-212	26	2	0.660	0.660	
3-214	27	2	0.434	0.434	
3-201	28	2	0.620	0.620	
3-202	29	2	0.418	0.418	
3-203	30	2	0.418	0.418	

UNIT TYPE	BLDG & SUITE NO.	UNIT	LEVEL	PROPORTIONATE SHARE OF THE OBLIGATION TO CONTRIBUTE TO THE COMMON EXPENSES EXPRESSED AS A PERCENTAGE	PROPORTIONATE SHARE OF THE COMMON INTEREST EXPRESSED AS A PERCENTAGE
Residential	3-204	31	2	0.418	0.418
	3-205	32	2	0.737	0.737
	3-206	33	2	0.697	0.697
	3-207	34	2	0.696	0.696
	3-208	35	2	0.883	0.883
	3-209	36	2	0.628	0.628
	3-210	37	2	0.628	0.628
	3-211	38	2	0.628	0.628
	3-212	39	2	0.660	0.660
	1-314	1	3	0.434	0.434
	1-301	2	3	0.620	0.620
	1-302	3	3	0.418	0.418
	1-303	4	3	0.418	0.418
	1-304	5	3	0.418	0.418
	1-305	6	3	0.737	0.737
	1-306	7	3	0.697	0.697
	1-307	8	3	0.696	0.696
	1-308	9	3	0.883	0.883
	1-309	10	3	0.628	0.628
	1-310	11	3	0.628	0.628
	1-311	12	3	0.628	0.628
	1-312	13	3	0.534	0.534
	1-313	14	3	0.634	0.634
	2-314	15	3	0.434	0.434
	2-301	16	3	0.620	0.620
	2-302	17	3	0.418	0.418
	2-303	18	3	0.418	0.418
	2-304	19	3	0.418	0.418
	2-305	20	3	0.737	0.737
	2-306	21	3	0.697	0.697
	2-307	22	3	0.696	0.696
	2-308	23	3	0.883	0.883
	2-309	24	3	0.628	0.628
	2-310	25	3	0.628	0.628
	2-311	26	3	0.628	0.628
	2-312	27	3	0.534	0.534
	2-313	28	3	0.634	0.634
	3-314	29	3	0.434	0.434
	3-301	30	3	0.620	0.620
	3-302	31	3	0.418	0.418
	3-303	32	3	0.418	0.418
	3-304	33	3	0.418	0.418
	3-305	34	3	0.737	0.737
	3-306	35	3	0.697	0.697
	3-307	36	3	0.696	0.696
	3-308	37	3	0.883	0.883
3-309	38	3	0.628	0.628	
3-310	39	3	0.628	0.628	
3-311	40	3	0.628	0.628	
3-312	41	3	0.534	0.534	
3-313	42	3	0.634	0.634	
1-414	1	4	0.434	0.434	
1-401	2	4	0.620	0.620	
1-402	3	4	0.418	0.418	
1-403	4	4	0.418	0.418	

UNIT TYPE	BLDG & SUITE NO.	UNIT	LEVEL	PROPORTIONATE SHARE OF THE OBLIGATION TO CONTRIBUTE TO THE COMMON EXPENSES EXPRESSED AS A PERCENTAGE	PROPORTIONATE SHARE OF THE COMMON INTEREST EXPRESSED AS A PERCENTAGE	
Residential	1-404	5	4	0.418	0.418	
	1-406	6	4	0.716	0.716	
	1-408	7	4	0.858	0.858	
	1-410	8	4	0.628	0.628	
	1-411	9	4	0.628	0.628	
	1-412	10	4	0.534	0.534	
	1-413	11	4	0.634	0.634	
	2-414	12	4	0.434	0.434	
	2-401	13	4	0.620	0.620	
	2-402	14	4	0.418	0.418	
	2-403	15	4	0.418	0.418	
	2-404	16	4	0.418	0.418	
	2-406	17	4	0.716	0.716	
	2-408	18	4	0.858	0.858	
	2-410	19	4	0.628	0.628	
	2-411	20	4	0.628	0.628	
	2-412	21	4	0.534	0.534	
	2-413	22	4	0.634	0.634	
	3-414	23	4	0.434	0.434	
	3-401	24	4	0.620	0.620	
	3-402	25	4	0.418	0.418	
	3-403	26	4	0.418	0.418	
	3-404	27	4	0.418	0.418	
	3-406	28	4	0.716	0.716	
	3-408	29	4	0.858	0.858	
	3-410	30	4	0.628	0.628	
	3-411	31	4	0.628	0.628	
	3-412	32	4	0.534	0.534	
	3-413	33	4	0.634	0.634	
	<b>TOTALS</b>				<b>100.000</b>	<b>100.000</b>

**Schedule E****COMMON EXPENSES**

“Common Expenses” means the expenses related to the performance of the objects and duties of the Corporation and includes all expenses specified as Common Expenses in the Act or in the Declaration of which this is schedule forms a part, including (without limiting the generality of the foregoing):

1. Anything that is determined by By-law to be a Common Expense.
2. Interest on arrears of Common Expenses calculated monthly from the date the Common Expenses were due at five percent (2.5%) above the commercial rate of interest per annum established and reported by any one of the five (5) largest chartered Canadian banks chosen by the Board in its absolute discretion from time-to-time as a reference rate of interest for the determination of interest rates that such chosen bank charges to customers of varying degrees of credit worthiness in Canada for Canadian dollar loans made by it in Canada as of the date that the Common Expenses in question were due. Such interest shall be deemed to be part of the Common Expenses that are in arrears. Any lien that arises because of the failure of a Unit owner to pay Common Expenses when due shall also include such interest. Such lien is not released until such interest is paid. If this rate of interest is not capable of being determined for any reason or is no longer in existence, the Corporation shall have the right to establish a rate of interest in lieu thereof by By-law. In such event all references to a rate of interest in the foregoing shall mean the rate of interest established by By-law.
3. A surcharge imposed by the Board, in its sole and absolute discretion, on the Owner(s) of any Unit, if any Unit Occupant(s) of such Unit is determined, by the Board in its sole discretion, to be using an excessive amount of any Corporation provided service, facility or utility (meaning any service, facility or utility paid for by the Corporation), which the Board is hereby empowered to impose. The amount of such surcharge shall be an amount that the Board of Directors in its absolute discretion determines represents the value or cost of the excess use by the Unit Occupant(s) of the Unit in question of any Corporation provided service, facility or utility and shall be considered Common Expenses owing by the said Unit Owner(s) which are due upon written demand for payment being made by the Board.

**Schedule F****EXCLUSIVE USE COMMON ELEMENTS AREAS**

The owners of Residential Units shall have the exclusive use and enjoyment of the patio or balcony adjacent to and accessible from their respective Units, as illustrated in Part 2 on Sheet(s) \_\_\_\_\_ (inclusive) of the description filed concurrently with the declaration, identified as follows:

*[A table is proposed to be inserted at the time of registration. Each exclusive use balcony or patio area will be assigned an alpha-numeric designation that will be associated with one of the Residential Units. As an alternative, the Declarant may elect to include provisions in the Declaration that indicate the exclusive rights of use of the occupants of each unit with respect to the balcony or patio appurtenant to their own unit rather than to have these indicated in this schedule and in the description. Since the condominium retains the obligation to repair the balconies and patios after damage, there is no effective difference between these methods of designating exclusive rights pertaining to such balconies and patios in the context of this condominium.]*

**Schedule G**

**CERTIFICATE OF ARCHITECT OR ENGINEER  
(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM CORPORATION)  
(UNDER CLAUSES 5(8)(A) OR (b) OF ONTARIO REGULATION 48/01  
OR CLAUSE 8(1)(E) OR (H) OF THE CONDOMINIUM ACT, 1998)**

*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:

1.  The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2.  Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3.  Except as otherwise specified in the regulations, walls and ceilings of the Common Elements, excluding interior structural walls and columns in a Unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4.  All underground garages have walls and floor assemblies in place.  
OR  
 ~~There are no underground garages.~~
5.  All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.  
OR  
 ~~There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a Unit and designed for use only within the Unit.~~
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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**WALTER FEDY**

\_\_\_\_\_  
Rob Barnett, P. Eng.

[Seal]

**Schedule G**

**CERTIFICATE OF ARCHITECT OR ENGINEER  
(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM CORPORATION)  
(UNDER CLAUSES 5(8)(A) OR (b) OF ONTARIO REGULATION 48/01  
OR CLAUSE 8(1)(E) OR (H) OF THE CONDOMINIUM ACT, 1998)**

*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:

1.  The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2.  Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3.  Except as otherwise specified in the regulations, walls and ceilings of the Common Elements, excluding interior structural walls and columns in a Unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4.  All underground garages have walls and floor assemblies in place.  
OR  
 ~~There are no underground garages.~~
5.  All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.  
OR  
 ~~There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a Unit and designed for use only within the Unit.~~
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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**[COMPANY]**

\_\_\_\_\_  
[Name], B.Arch.

[Seal]