

THIS DECLARATION (hereinafter called the “**Declaration**”) is made and executed pursuant to the provisions of the *Condominium Act, 1998*, S.O. 1998, C.19, and any amendments thereto, and the regulations made thereunder, (all of which are hereinafter collectively referred to as the “**Act**”), by:

1815496 Ontario Limited

(hereinafter called the “**Declarant**”)

WHEREAS:

- A. The Declarant is the owner in fee simple of certain lands and premises situate in the City of Barrie, in the Province of Ontario and being more particularly described in Schedule “A” annexed hereto and in the description submitted herewith by the Declarant (hereinafter called the “**Description**”) for registration in accordance with the Act and which lands are sometimes referred to as the “**Lands**” or the “**Property**”;
- B. The Declarant has constructed one (1) building upon the Property containing various units as more particularly described in this Declaration; and
- C. The Declarant intends that the Property together with the buildings constructed thereon shall be governed by the Act and that the registration of this Declaration and the Description will create a freehold condominium corporation that is a standard condominium corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

1. INTRODUCTORY

1.1. Definitions

- a. “**ADR**” shall mean alternate dispute resolution as described under this Declaration;
- b. “**Board**” means the Corporation’s board of directors;
- c. “**By-law(s)**” means the by-law(s) of the Corporation enacted from time to time;
- d. “**Common Elements**” means all the Property except the Units;
- e. “**Common Expenses**” means the expenses related to the performance of the objects and duties of the Corporation and all expenses specified as common expenses in the Act or in this Declaration;
- f. “**Common Interior Roadway**” means the roadway constructed or to be constructed on all part of any of the Property and/or Retirement Home lands for the purpose of providing vehicular access and egress between the said lands and Buildings thereon and the lands and public roadways adjacent thereto.
- g. “**Condominium Plan**” means the condominium plan created by the registration of this Declaration and the related Description with respect to the Lands as amended from time-to-time;
- h. “**Corporation**” means the condominium corporation created by the registration of the Declaration;
- i. “**Gas Utility**” means the utility company (if any) supplying natural gas to the Condominium Plan;
- j. “**Shared Facilities Lands**” means the Property and the adjoining Retirement Home;
- k. “**Locker Units**” means Units 138 to 274 inclusive on level A;
- l. “**Monitoring Agency**” means any person, company or other organization or entity supplying metering, monitoring, cost recovery and/or administration with respect to any Private Flow Meter(s);

- m. **“Municipality”** means any municipal corporation (whether local, county or regional) having jurisdiction over the Property and its agencies;
- n. **“Outdoor Pedestrian Walkway”** means the paths, walkways and sidewalks constructed or to be constructed on all or part of any of the Property or the Retirement Home’s lands for the purpose of providing pedestrian access to the Buildings, and their appurtenances and to the adjoining lands;
- o. **“Owner”** means the owner or owners of the freehold estate(s) in a Unit, but does not include mortgagee unless in possession;
- p. **“Parking Unit(s)”** means Units 1-137 inclusive on Level A;
- q. **“Private Flow Meter”** means a meter or other monitoring or measuring device used to measure the quantity of any Utility supplied to or used by or on account of any Residential Unit; but does not include any Utility Supplier administered meters;
- r. **“Proportionate Share”** in relation to the Shared Servicing Systems, the Specific Servicing Easements, and the Retirement Home Recreational Facilities means the respective costs to be borne by each of the Buildings towards the total amount of the costs incurred in the operating, maintaining, repairing and inspecting these facilities as determined in accordance with the terms of the Reciprocal Agreement;
- s. **“Reciprocal Agreement”** means a certain agreement to be entered into or already entered into among the Corporation and the Declarant on behalf of the Retirement Home in order, among other things, to provide for the sharing of the costs of maintaining, operating, repairing and replacing the Shared Servicing Systems, the Specific Servicing Easements, and the Retirement Home Recreational Facilities among the Corporation and the Retirement Home, as well as to provide for the granting and definition of certain easements and rights among them;
- t. **“Retirement Home”** means the proposed retirement residence to be constructed on the adjoining lands owned by the Declarant or a related corporation.
It is understood that for purposes of references herein, the Corporation and the Retirement Home are collectively referred to as the **“Buildings”**;
- u. **“Retirement Home Owner”** means the owner of the Retirement Home from time to time;
- v. **“Retirement Home Recreational Facilities”** means the facilities and amenities located in the Retirement Home. The occupation, use and responsibilities in respect thereof are more fully described and set forth in the Reciprocal Agreement;
- w. **“Residential Unit(s)”** means Units 1-17 inclusive on Level 1, Units 1-20 inclusive on Level 2, Units 1-20 inclusive on Level 3, Units 1-20 inclusive on Level 4; Units 1-20 inclusive on Level 5; Units 1-20 inclusive on Level 6; and Units 1-20 inclusive on Level 7;
- x. **“Rules”** means the rules passed by the Board in accordance with the provisions of the Act;
- y. **“Shared Facilities”** means the Common Interior Roadways, Outdoor Pedestrian Walkway, Retirement Home Recreational Facilities, Shared Servicing Systems and Specific Servicing Easements;
- z. **“Shared Servicing Systems”** means the servicing systems servicing the Units and/or common elements of each of the Buildings including certain parts of the storm and sanitary system, telephone and cable system and such other systems, all as more fully described in the Reciprocal Agreement unless such locations or responsibilities are further adjusted, qualified or amended pursuant to any provisions of the Reciprocal Agreement in which event the re-adjustment, qualified or amendment adjustments shall prevail;
- aa. **“Specific Servicing Easements”** means the specific servicing systems serving and supplying services to each of the Building including, without

restricting the generality of the foregoing, mechanical systems, safety systems, underground storm and sanitary sewer pipes, water pipes and electrical conduits and systems, cable and telephone wires and lines and gas lines, together with appurtenances thereto, and which are specifically located and identified and more fully described and set forth either in this Declaration or in the Reciprocal Agreement;

- bb. **“Unit(s)”** means Residential Unit(s) or Parking Unit(s).
- cc. **“Unit Occupant”** means any Owner, any Owner’s spouse, child or children, invitee, servant, guest, or tenant and tenant’s spouse, child or children, invitee, servant, guest, or any other occupant of a Unit in this Condominium Plan;
- dd. **“Utility”** means a generally available utility service including water, natural gas, heating oil, or other fuel, sanitary sewer, sewage disposal, storm sewer, electricity, telephone, cable television, internet, and public utilities as defined by the Public Utilities Act and/or the Municipal Act, 2001 as applicable;
- ee. **“Utility Supplier”** means an entity supplying a Utility to the Units and/or Common Elements for the use or consumption by Unit Owners, Unit Occupants, and/or by or on behalf of the Corporation.

1.2. Act Governs the Land

The Lands described in Schedule “A” annexed hereto and in the Description together with all interests appurtenant to the Lands are governed by the Act.

1.3. Standard Condominium

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

1.4. Consent of Encumbrances

The consent of every person having a registered mortgage against the Lands is contained in Schedule “B” of this Declaration.

1.5. Boundaries of Units and Monuments

The monuments controlling the extent of the Units are the physical surfaces and survey monuments mentioned in the boundaries of Units set forth in Schedule “C” of this Declaration.

1.6. Common Interest and Common Expenses

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners in the proportions set forth opposite each Unit number in Schedule “D” attached hereto and shall contribute to the Common Expenses in the proportions set forth opposite each Unit number in Schedule “D” attached hereto. The total of the proportions of the common interests and proportionate contribution to Common Expenses shall each be one hundred (100%) percent. The proportions of the common interests and common expenses were determined proportionately in accordance with the square footage of the respective Units.

1.7. Address for Service, Municipal Address and Mailing Address of the Corporation

The Corporation’s address for service shall be 51-6625 Kitimat Road, Mississauga, Ontario L5N 6J1 or such other address as the Corporation may by resolution of the Board determine, and the Corporation’s mailing address shall

be 51-6625 Kitimat Road, Mississauga, Ontario L5N 6J1 or such other address as the Corporation may by resolution of the Board determine. The Corporation's municipal address is to be determined.

1.8. Approval Authority Requirements

There are no conditions imposed by the approval authority to be included in this Declaration.

1.9. Architect/Engineer Certificates

The certificate(s) of the Declarant's architect(s) and/or engineer(s) confirming that all buildings on the Property have been constructed in accordance with the regulations made under the Act is/are contained in Schedule "G" attached hereto.

2. COMMON EXPENSES

2.1. Specification of Common Expenses

The Common Expenses shall comprise the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money incurred by or on behalf of the Corporation that are specifically designated as (or collectible as) Common Expenses pursuant to the provisions of the Act and/or this Declaration and without limiting the generality of the foregoing, shall include the specific expenses set out in Schedule "E" attached hereto.

2.2. Payment of Common Expenses

Each Owner shall pay to the Corporation his/her proportionate share of all Common Expenses and the assessment and collection of contributions towards Common Expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of the Declaration, or in any By-laws or Rules in force from time to time by any Owner, or Unit Occupant shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

2.3. Reserve Fund

- a. The Corporation shall establish and maintain one or more Reserve Funds and shall collect from the Owners as part of their contribution towards Common Expenses, all amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation all in accordance with the provisions of the Act.
- b. No part of any Reserve Fund shall be used except for the purpose for which the fund was established. The Reserve Fund(s) shall constitute an asset of the Corporation and shall not be distributed to any Owner(s) except on termination of the Corporation in accordance with the provisions of the Act.

2.4. Status Certificate

The Corporation shall provide a status certificate to any requesting party who has paid (in advance) the applicable fees charged by the Corporation for

providing same, in accordance with the provisions of the Act, together with all accompanying documentation and information prescribed by the Act. The Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant in connection with the Declarant's sale, transfer or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

3. COMMON ELEMENTS

3.1. Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-laws and any Rules, each Owner has the full use, occupancy and enjoyment of the whole or any parts of the Common Elements, except as herein otherwise provided.

However, save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on, within any Unit or upon any portion of the Common Elements that:

- a. will result in a contravention of any term or provision set out in the Act, this Declaration, the By-laws and Rules of the Corporation;
- b. is likely to damage the Property, injure any person, or impair the structural integrity of any Unit or the Common Elements;
- c. will reasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Units; or
- d. may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy.

No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to this Declaration, any By-laws and/or the Rules.

3.2. Exclusive Use Common Elements

Subject to the provisions of and compliance with the Act, this Declaration, the By-laws and the Rules, the Owners of the Unit(s) listed in Schedule "F" attached hereto shall have the exclusive use and enjoyment of those parts of the Common Elements more particularly described in Schedule "F" which are respectively allocated to the Unit(s).

3.3. Restricted Access

- a. Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated from the Board, from time to time; and
- b. This paragraph 3.3 shall not apply to any mortgagee holding mortgages on at least thirty percent (30%) of the Units who shall have a right of

access for inspection upon forty-eight (48) hours' notice to the Corporation or its property manager.

3.4. Visitor Parking

Eight (8) visitors' parking spaces are provided on the exterior of the building. These visitor's spaces may not be leased, sub-leased by an Owner to any other person or otherwise assigned. Notwithstanding the foregoing, the Corporation has authority to lease the visitor parking spaces, as determined and approved by the board of directors, to the owners and/or tenants of the owners. These visitor parking spaces shall be maintained by the Corporation, and shall be used by visitors to the Corporation for the parking of their motor vehicles and shall not be used by Unit Owners for any other purpose whatsoever. Each visitor parking space shall be individually designated as parking by means of clearly visible signs. Provided that the Declarant, its sales and management personnel, agents, sub-trades, invitees and prospective purchasers, may park motor vehicles within the visitor parking area until such time as all Units in the Condominium have been sold and conveyed by the Declarant.

One (1) or more of the visitor parking spaces to be created within this Condominium Plan will now or may in the future be designated as "Barrier Free Parking Space(s)". The Board is authorized and empowered to allocate any such designated Barrier Free Parking Space(s) for use by one (1) or more Unit Occupants of the Condominium Plan and it is expected that such use will likely be restricted to persons who are entitled to make use of municipal barrier free parking spaces. The Board is entitled to charge a fee for such use as a precondition to such use. No Unit Occupant has any rights to make use of any such designated Barrier Free Parking Space(s). The Board has discretion to decide who is to use such Barrier Free Parking Spaces and on what terms and for what period of time and to revoke any permission given to use the same. No person who is allocated the use of any such Barrier Free Parking Space(s) shall have any rights to license or lease same. Should any person entitled to use a Barrier Free Parking Space purport to license or lease such Barrier Free Parking Space, such person's right to use the Barrier Free Parking Space shall immediately terminate. The Board has the right, as a condition of such approval, to require any Unit Occupant who is allocated the use of a Barrier Free Parking Space to give up such Unit Occupant's rights to any Parking Unit or parking spaces such Unit Occupant has the right to use and allow the same to be used for visitor or other parking as determined by the Board from time to time for so long as the Unit Occupant has the use of a Barrier Free Parking Space. The discretion of the Board in this regard includes the right to allow the use of any such Barrier Free Parking Space(s) by visitors to the Condominium Plan who may or may not be considered disabled or otherwise qualify to use the same on account of the designation as being reserved for persons considered disabled.

3.5. Modification of Common Elements, Assets and Services

a. General Prohibition

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

b. Non-Substantial Additions and Improvements by the Corporation

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

c. Substantial Additions, Alterations and Improvements by the Corporation

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

3.6. Declarant Rights

Notwithstanding anything provided in this Declaration to the contrary, and notwithstanding any Rules or By-laws of the Corporation hereafter passed or enacted to the contrary, it is expressly stipulated and declared that:

- a. the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the Common Elements, for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any unsold Units;
- b. the Declarant and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale purposes, as well as model suites and one or more offices or sales pavilions for marketing, sales, construction and/or customer service purposes, upon any portion of the Common Elements, and within or outside any unsold Units, at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, all without any charge to the Declarant for use of the space(s) so occupied, nor for any utility services (or other customary services) supplied thereto or consumed thereby, nor shall the Corporation (or anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing / sales / construction / customer-service office(s) and said model suites; and
- c. the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant and its authorized agents, representatives and/or invitees over the Common Elements;

until such time as all of the Units have been transferred by the Declarant.

3.7. Pets

No animal, livestock or fowl, other than those household domestic pets as permitted pursuant to Section 4 of this Declaration are permitted to be on or about the Common Elements, except for ingress to and egress from a Unit. All dogs and cats must be kept under personal supervision and control and held by leash or caged at all times during ingress and egress from a Unit and while on the

Common Elements. Notwithstanding the generality of the foregoing, no pet that is deemed by the Board (its absolute discretion) to be a nuisance shall be brought into or kept within any part of the Condominium Plan, including any part of the Units or Common Elements areas.

3.8 Service Animals

The Board may make reasonable exceptions to the prohibitions applicable to animals for service present within the Condominium Plan for the purpose of providing assistance to an individual with a disability.

Prior to granting such an exception, the Board may request documentation sufficient to establish:

- a. the animal has been individually trained as a guide animal, hearing animal, or service animal in order to provide assistance to an individual with a disability;
- b. the animal provides assistance to a specified individual having a disability, which individual is a Unit Occupant or is otherwise entitled to access the Common Elements of the Condominium Plan (e.g., as a guest or visitor of Unit Occupants); and
- c. the medical necessity of the animal providing such assistance to the specified individual.

4. **UNITS**

4.1. General Use

The occupation and use of the Residential Units shall be in accordance with the following restrictions and stipulations:

- a. No Residential Unit shall be occupied or used by an Owner or anyone else, in such a manner as likely to damage or injure any person or property (including any other Units or any portion of the Common Elements) or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements, or in a manner that will unreasonably interfere with the use and enjoyment by other Owners of the Common Elements or their respective Residential Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by the Owner or by the Corporation of any provisions of this Declaration, the By-laws, and/or any agreement authorized by By-law. If the use made by an Owner of a Residential Unit, other than the Declarant (except as contemplated in this Declaration or in the By-laws, or in any agreement authorized by By-law without limitation) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements, or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being canceled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of the Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such Owner's breach of the foregoing provisions of this subparagraph and such Owner shall pay with his/her next monthly contribution towards

Common Expenses after receipt of a notice from the Corporation, all increases in premiums with respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards Common Expenses and are recoverable as such.

- b. The Owner shall comply, and shall require all Unit Occupants of his/her Residential Unit to comply with the Act, the Declaration, the By-laws, and all agreements authorized by By-laws and the Rules.
- c. No change shall be made in the colour of any exterior glass, window, door or screen of any Residential Unit, except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the building, except with the prior written consent of the Board, and further, when approved, subject to the Rules.
- d. No exterior aerial or antenna shall be placed anywhere on the Property, including the Units and Common Elements

4.2. Residential Units

- a. Each Residential Unit shall be occupied and used in accordance with the applicable zoning by-laws pertaining to the Property and for no other purpose whatsoever. The foregoing shall not prevent the Declarant from completing the building and all improvements to the Property, maintaining Residential Units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs for marketing/sales/leasing purposes upon the Common Elements, and within or outside any unsold Residential Unit, until all Residential Units have been conveyed by the Declarant, or its related companies.
- b. No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any unit, except for signs marketing the project by the Declarant and/or its related companies.
- c. No animal, livestock or fowl of any kind other than two (2) general household domestic pets, being cats, dogs, canaries, budgies or other small caged birds, or an aquarium of goldfish or tropical fish, shall be kept or allowed in any Residential Unit. No pet, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Residential Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the Property. No breeding of pets for sale or otherwise shall be carried on, in or around any Residential Unit. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger or nuisance to the residents of the Corporation, shall be permitted in any Residential Unit.
- d. In the event the Board determines, in its sole discretion, acting reasonably, that any noise, odour or offensive action is being transmitted to another Residential Unit and that such noise, odour or offensive action is an annoyance and/or nuisance and/or disruptive (regardless of whether the Residential Unit is adjacent to or wherever situated in relation to the offending Residential Unit), then the Owner of such

Residential Unit shall at his/her own expense take such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the Board. In the event the Owner of such Residential Unit fails to abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or offensive action, which expenses are to include reasonable solicitor's fees on a solicitor and his/her own client basis.

- e. No Owner of a Residential Unit shall make any change, addition, modification or alteration, except for any change, addition, modification or alteration which is solely decorative in nature, in his/her Residential Unit without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board.
- f. No portable or window air conditioner shall be placed or installed on the outside of window sills or projections.
- g. No Owner shall make any structural change, renovation, alteration or addition to his/her Residential Unit area without the prior written consent of the Board, which consent shall not be unreasonably or arbitrarily withheld. When requesting such consent, the Owner shall provide to the Board a copy of the plans relating to the proposed structural change, renovation, alteration or addition and such other information as may be required by the Board. The Board, or its authorized agent, shall review such plans and information for the purpose of confirming, in its sole and absolute discretion, the proposed structural change, renovation, alteration or addition will not:
 - i Adversely affect the structural integrity of the Unit or any other Unit;
 - ii Detract from the use or enjoyment by an Owner or occupant of any other Unit;
 - iii Negatively impact the aesthetic appearance of the building;
 - iv Increase the insurance premiums relating to any policy of insurance maintained by the Corporation;
 - v Obstruct access to any utility easements or public services;
 - vi Encroach on the Common Elements or any other Unit;
 - vii Offend any provisions of any municipal or zoning by-law or restriction.
- h. The Owners of each Unit shall have the right to access the adjoining Unit, upon reasonable notice, in order to maintain and repair their Unit as necessary, from time to time.
- i. As cool temperatures in a Unit can:
 - i. cause heat loss to nearby Units and Common Elements;
 - ii. cause damage to components of the Unit; and/or
 - iii. lead to freezing water pipes;

each Owner is responsible for ensuring that the temperature in such Owner's Unit does not fall below ten (10) 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 Unit at the expense of the Owner of the Unit. Any costs incurred by the Corporation in maintaining the temperature within a

Unit to at least ten (10) degrees Celsius (including maintenance, repair or replacement of the heating apparatus) shall be payable by the Owner of the Unit forthwith upon the expenditure being incurred. If the Owner does not pay the cost of maintaining the temperature in such Unit to a minimum of ten (10) degrees Celsius and the Corporation expends 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 Owner is solely responsible.

- j. As high humidity levels within a Unit can cause damage to the physical structure thereof and to other Units and Common Elements and/or give rise to conditions that promote the presence of and spread of mould, it is essential that the levels of humidity within all Units be kept below the level at which damage or mould can occur. Humidity levels can be caused or contributed to by the actions or omissions of Unit Occupants. The Board is entitled to inspect any Unit as the Board sees fit from time to time and monitor humidity levels within any Unit. All Unit Occupants must comply with any requirements of the Board from time to time as to doing or omitting from doing things or activities that the Board advises may cause or contribute to humidity levels higher than those prescribed by the Board. By way of example only and without limitation of the foregoing, the Board may require that fans be run following showering in order to force high humidity level air from a Residential Unit, that all clothes dryers be vented to the outside, that no clothes drying take place within a Residential Unit except within an externally vented clothes dryer.

4.3. Occupation and Use of Parking Units

Each Parking Unit shall be occupied and used only as a private parking space and without restricting any wider definition of motor vehicle as may hereinafter be imposed by the board, "motor vehicle" when used in the context of Parking Units shall be restricted to a private passenger automobile, motorcycle, station wagon, mini-van, SUV, or truck not exceeding 2.0 metres in height. Each Owner of a Parking Unit shall maintain the Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of Parking Units. The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Parking Unit which right shall continue until such time as all Residential Units have been sold or conveyed. The Corporation, its authorized agents, representatives and invitees shall have the right of ingress and egress over the Parking Units for the purposes of accessing mechanical, utility and service rooms or any conduit accessible by way of the Parking Unit(s).

4.4. Restrictions on Parking Units

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

- i. No one shall retain ownership of any Parking Unit after he has sold or conveyed title to his Residential Unit;

- ii. any sale, transfer, assignment or other conveyance of any Parking Unit shall be made only to the Declarant or to the Corporation or to any other owner of a Residential Unit;
- iii. any lease of any Parking Unit shall be made only to the Declarant, the Corporation or to any other owner or tenant of a Residential Unit.

Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Parking Unit in contravention of any of the foregoing shall be automatically null and void and of no force and effect whatsoever and any lease of any Parking Unit shall automatically be deemed and construed to be amended in order to comply with the foregoing provisions.

4.5 Locker Units

Each Locker Unit may only be used for the storage of non-combustible materials which materials shall not constitute a danger or nuisance to the residents of the Corporation, the Units, the Common Elements or the Shared Servicing Systems. The board may from time to time, restrict the categories of items that may be stored or used in the Locker Units.

4.6 Restrictions on Locker Units

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

- j. No one shall retain ownership of any Locker Unit after he has sold or conveyed title to his Residential Unit;
- ii. any sale, transfer, assignment or other conveyance of any Locker Unit shall be made only to the Declarant or to the Corporation or to any other owner of a Residential Unit;
- iii. any lease of any Locker Unit shall be made only to the Declarant, the Corporation or to any other owner or tenant of a Residential Unit.

Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Locker Unit in contravention of any of the foregoing shall be automatically null and void and of no force and effect whatsoever and any lease of any Parking Unit shall automatically be deemed and construed to be amended in order to comply with the foregoing provisions.

4.7 Restrictions on Smoking

No Unit Occupant or any other person shall smoke, vape or hold lighted tobacco or any other burning or smouldering substance in:

- a. the Common Elements within any building or structure contained in the Condominium Plan;
- b. any area on the Condominium Plan that is less than fifteen (15) meters from any building or structure contained in the Condominium Plan or such further distance as may be prescribed by the Board from time to time; and
- c. any Unit from which smoke has emanated in the past which, in the absolute discretion of the Board, has or could have caused any irritation or discomfort to any other Unit Occupant. This is not intended to be

used as an absolute prohibition against smoking in the Units, but is only intended to stop smoking in Units where the smoke that has emanated from such Units has caused irritation or discomfort as set out above in the past. Any such prohibition if applied shall end at such time as no Unit Occupant who was residing in the Unit at the time such smoke emanated therefrom is residing in the Unit,

unless the substance being smoked is prescribed by medical doctor licensed to practice medicine in Ontario and then only if being smoke in strict compliance with the terms of such prescription and is being smoked within a Unit and is being smoked in compliance with reasonable rules prescribed by the Board from time to time.

4.8 Life Safety Warning Devices & Unit Systems

- a. Each Residential Unit shall be equipped at all times by the Unit Occupants with smoke detectors, fire detectors, carbon monoxide detectors and other life safety warning devices 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 (the foregoing being collectively referred to herein as "Life Safety Warning Devices"), as well as dryer duct hoses on clothes dryers, chimney flue sleeves, ventilation ducts, water hoses and hose fastening devices and mechanisms on water using appliances (such as, for example only and without limiting the generality of the foregoing, clothes washers, dishwashers, water softeners and/or water heaters) and other similar devices (the foregoing being collectively referred to herein as the "Other Devices") 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. The Life Safety Warning Devices and Other Devices in any Residential Unit shall be kept by the Owner in good operating condition and fully powered (as applicable) at all times.
- b. Each Owner must effect such repairs, replacements and maintenance in respect of the Residential Unit with respect to such Unit's electrical systems, plumbing mechanisms and systems, water softener, dishwashers, water and air heating and/or air-conditioning mechanisms and systems, ventilation systems, clothes dryers and drying devices, and dryer ducts, range hood vents, fireplaces and fireplace flues and chimney components (if any), (the foregoing being collectively referred to herein as the "Unit Systems") hoses and hose fastening mechanisms (i.e., for dishwashers, water softeners, water heaters and/or washing machines) and the Life Safety Warning Devices and the Other Devices servicing such Residential Unit, 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 at the cost of the Owner.
- c. Each Residential Unit's Unit Systems, Life Safety Warning Devices and Other Devices and all components thereof shall be kept in accordance with all applicable governmental legislation, regulations and building or other codes, all requirements prescribed by the Board and/or applicable law and/or as the Board and the Corporation's and Unit Occupants' insurers may require from time-to-time and the same shall be kept in a good and safe condition at all times by the Owner.

- d. Each Owner shall provide the Board with such evidence as the Board may require from time-to-time that:
 - i. all required Unit Systems, Life Safety Warning Devices and Other Devices 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;
 - ii. the Owner's Residential Unit's electrical system is in compliance with all applicable law and requirements of the Board;
 - iii. all water using appliances in such Owner's Residential Unit, 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;
 - iv. all ducts and vent pipes in such Owner's Residential Unit are clean and free of flammable and/or other materials;
 - v. all water hose and hose fastening devices and mechanisms in such Owner's Residential Unit are in good repair and properly attached to the device in the same service; and
 - vi. all Unit Systems, air heating, and/or air-conditioning mechanisms in such Owner's Residential Unit are in good operating condition, all required Life Safety Warning Devices are in place, fully powered (as applicable), in good operating condition, and in such locations as required by the Board.
- e. 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 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 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.
- f. 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:
 - i. all required Unit Systems, Life Safety Warning Devices and Other Devices 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;
 - ii. each Unit's electrical system is in compliance with all applicable law and requirements of the Board;

- iii. 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;
- iv. all ducts and vent pipes are clean and free of flammable and/or other materials;
- v. all water hose and hose fastening devices and mechanisms are in good repair and properly attached to the device in the same service; and
- vi. all Unit Systems' air heating and/or air-conditioning mechanisms are in good operating condition, 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.

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.

4.9 Leasing of Units

Notification of Lease

- a. Where an Owner leases a Unit, the Owner shall within thirty (30) days of entering into a lease or renewal thereof:
 - i. notify the Corporation that the Unit is leased;
 - ii. provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with the Form prescribed by the Regulations under the Act;
 - iii. provide the lessee with a copy of the Declaration, By-laws and rules of the Corporation;
- b. If a lease of the Unit is terminated and not renewed, the Owner shall notify the Corporation in writing.
- c. No tenant shall be liable for the payment of Common Expenses unless notified by the Corporation that the Owner is in default of payment of Common Expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the Common Expenses and shall pay the same to the Corporation.
- d. An Owner leasing a Unit shall not be relieved thereby from any obligations of the Owner with respect to the Unit, which shall be joint and several with any tenant.

5. MAINTENANCE AND REPAIRS

5.1. Repairs and Maintenance by Owner

- a. Each Owner shall maintain his/her Residential Unit, and subject to the provisions of the Declaration, each Owner shall repair his/her Residential Unit after damage and all improvements and betterments made or acquired by an Owner, all at his/her own expense. Each Owner shall be responsible for all damages to any and all other Units and the Common Elements which are caused by the failure of the Owner or those for whom the Owner is responsible to so maintain and repair the Residential Unit. In addition, without limiting the generality of the foregoing, each Owner shall maintain and repair:
 - i any system, appliance or fixture that serves his own Unit including the heating, air conditioning (if applicable), ventilation and electrical systems and equipment, including thermostatic controls and fan motors contained within and servicing his or her Unit only, such maintenance to include regularly scheduled inspections of all such equipment including the cleaning and replacement of air-filters;
 - ii plumbing systems, toilets, bathtubs, sinks, tiles, shower pans, ceiling and exhaust fans and fan motors, and other fixtures;
 - iii all pipes, wires, cables, conduits, ducts, meters or similar apparatus used for electricity, cable television, telephone, water, storm and sanitary sewers to the main line tee and which are located within the boundaries of and service only the Unit;
 - iv all windows, screens, and doors;
 - v all interior and exterior light fixtures.
- b. The Corporation shall conduct such maintenance and make any repairs that an Owner is obliged to make and that he/she does not make within a reasonable time and in such an event, an Owner shall be deemed to have consented to having said maintenance and/or repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such maintenance and repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such maintenance and repairs, and all such costs shall bear interest at the rate of eighteen (18%) percent per annum calculated monthly, until paid by the Owner. The Corporation may collect all such costs in such installments as the Board may decide upon. The installments shall form part of the monthly contributions towards the Common Expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the Common Expenses and recoverable as such.

5.2. Responsibility of Owner for Damage

Each Owner shall be responsible for all damage to any and all other Units and the Common Elements, which is caused by the failure of the Owner to maintain and repair his/her Residential Unit and such parts of the Common Elements for which he is responsible or caused by the negligence or willful misconduct of the Owner, and any other Unit Occupant, save and except for any such damage for

which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

5.3. Repair and Maintenance by the Corporation

The Corporation shall maintain and repair the Common Elements, the Locker Units and the Parking Units at its own expense. However, the Corporation shall not be responsible for those parts of the Common Elements which are required to be maintained and repaired by the Owners pursuant to paragraph 5.1 above.

6. **INDEMINIFICATION**

6.1 Each Owner shall indemnify the Corporation and, as the case may be, other Owners against loss, costs, damage or injury caused to the Common Elements or Units because of any act or omission of any Unit Occupant of the said Unit Owner's Unit. An Owner shall also indemnify the Declarant and the Corporation for all their legal costs and disbursements (including legal fees on a solicitor and client basis):

- i. in effecting compliance by the Unit Owner or any Unit Occupant of the Owner's Unit with the provisions of:
- ii. the Declaration, By-laws, Rules and/or the Act;
- iii. any registered agreements with local or regional municipal governments and authorities and/or the condominium approval authority, including, pursuant to either or both of Sections 41 and 51 of the *Planning Act*, R.S.O. 1990, c. P13 those entered into by the Declarant and/or any of its predecessors in title;
- iv. any registered easement(s) and access agreements for the supply of gas, electricity, telephone and cable services to the Corporation entered into by the Declarant and/or any of its predecessors in title;
- v. any negative restrictive covenant agreements and/or building schemes to which one (1) 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

incurred in bringing, defending, or responding to any court or tribunal application or other legal action or threat of legal action or circumstances that could give rise to any of the foregoing involving the Owner and/or a Unit Occupant of the Owner's Unit pursuant to the Act or on account of the provisions of this Declaration.

6.2 Each Owner is responsible for indemnifying the Corporation or the Declarant, as the case may be, for the legal costs, fees and disbursements incurred by the Corporation or the Declarant, as the case may be, in effecting such compliance or pursuant to such court or tribunal application or other legal action 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.

7. **INSURANCE**

7.1. By the Corporation

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance, in one or more policies:

- a. "All Risk" Insurance

Insurance against “all risks” (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard “all risks” insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:

- i The Property and building, but excluding improvements made or acquired by an Owner; and
- ii All assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Owners;

In an amount equal to the full replacement cost of such real and personal property, and of the Units and Common Elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause as determined by the board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the Units and/or the Common Elements (or any portion thereof), provided however that if an Owner or Unit Occupant residing in the Unit with the knowledge or permission of the Owner, through an act or omission causes damage to such Owner’s Unit, or to any other Unit(s), or to any portion of the Common Elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation’s insurance policy shall be added to the Common Expenses payable in respect of such Owner’s Unit. After a new board of the Corporation is elected at a turn-over meeting held under Section 43 of the Act, the board may pass a by-law to alter the circumstances in Section 105(2) of the Act under which an amount shall be added to the contribution to the common expenses payable in respect of such Owner’s Unit in respect of this section and Sections 6.3 and 6.4.

b. Policy Provisions

Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act, this Declaration and the Insurance Trust Agreement) and shall contain the following provisions:

- i waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Unit Occupants, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;
- ii such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation and to the Insurance Trustee;
- iii waivers of insurer’s obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;

- iv waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and
- v waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.

c. Public Liability Insurance

Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit.

d. Boiler, Machinery and Pressure Vessel Insurance

Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable.

7.2. General Provisions

- a. The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle and claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may in writing, authorize any Owner, in writing, to adjust any loss to his or her Unit;
- b. Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 7.2 (b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;
- c. A certificate of memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the Record of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation.
- d. No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be

payable in any manner other than as provided in the Declaration and the Act;

- e. Where insurance proceeds are received by the Corporation or any other person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Section 8; and
- f. Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement costs of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a Common Expense.

7.3. By the Owner

- a. It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, must be obtained and maintained by each Owner at such Owner's expense:
 - i Insurance on any improvements to a Unit to the extent same are not covered as part of the standard unit for the class of unit to which the Owner's Unit belongs, by the insurance obtained and maintained by the Corporation and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within the Unit and the personal property and chattels stored elsewhere on the Property, including automobiles, and for loss of use and occupancy of the Unit in the event of damage. Every such policy of insurance shall contain waiver(s) of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants, and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;
 - ii Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation;
 - iii Insurance covering the deductible on the Corporation's master insurance policy for which an Owner may be responsible.
- b. Owners are recommended to obtain, although it is not mandatory, insurance covering:
 - i additional living expenses incurred by an Owner if forced to leave his or her Unit by one of the hazards protected against under the Corporation's policy;
 - ii special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.

7.4. Indemnity Insurance for Directors and Officers of the Corporation

The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in the Act, including any liability, cost, charge or expenses incurred by them in the execution of their respective duties (hereinafter collectively referred to as the “Liabilities”), provided however that such insurance shall not indemnify any of the directors or officers against any of the Liabilities respectively incurred by them as a result of a breach of their duty to act honestly and in good faith, or in contravention of the provisions of the Act.

8. **INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE**

8.1. The Corporation may enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under the Loan and Trust Corporations Act, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:

- a. the receipt by the Insurance Trustee of any proceeds on insurance in excess of fifteen (15%) percent of the replacement cost of the property covered by the insurance policy;
- b. the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration, and any amendments thereto;
- c. the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
- d. the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

If the Corporation is unable to enter into such agreement with such Trust Company or such Chartered Bank, by reason of its refusal to act, the Corporation may enter into such agreement with such other corporation authorized to act as a Trustee, as the Owners may approve by By-law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.

8.2. In the event that:

- a. the Corporation is obligated to repair or replace the Common Elements, any Unit, or any asset insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs;
- b. there is no obligation by the Corporation to repair or replace, and if there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the Owners in the proportion of their respective interests in the Common Elements and shall pay such proceeds to the Owners in such proportions upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of

the amount due under a Certificate of Lien registered by the Corporation against such Unit, in accordance with the priorities thereof;

- c. the Board, in accordance with the provisions of the Act, determines that:
 - i there has been substantial damage to twenty-five (25%) percent of the building; or
 - ii there has been substantial damage to twenty-five (25%) percent of the building and within sixty (60) days thereafter the Owners who own eighty (80%) percent of the Units do not vote for termination,

the Insurance Trustee shall hold all proceeds for the Corporation and Owners whose Units have been damaged as their respective interests may appear and shall disburse same in accordance with the provisions of this Declaration and the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of this Declaration and the Act.

9. SHARED FACILITIES

9.01 Use of Shared Facilities in the Retirement Home

- a. Subject to the terms of the Reciprocal Agreement, the owners of the Residential Units and their respective tenants and invitees will be entitled to the use of the Shared Facilities contained in the Retirement Home. Save as otherwise provided in this Declaration, no provision contained in the by-laws or rules of this Corporation shall restrict the access to the Shared facilities provided to the Residential Unit owners and Unit Occupants of the Buildings pursuant to the provisions of this Declaration.
- b. The owners of the Residential Units and their respective residents, tenants and invitees shall have immediate use and enjoyment of all of the Shared Facilities situate within the Retirement Home as soon as same are completed and operational.
- c. Pursuant to the Reciprocal Agreement, the control over the use and maintenance of the Shared Facilities shall be governed by the owner of the Retirement Home.
- d. The Corporation's share of the costs attributable to the Shared Facilities shall be calculated and paid as provided for in the Reciprocal Agreement. The budget for the Corporation shall incorporate any budget for the same period for the costs related to the Shared Facilities prepared in accordance with the Reciprocal Agreement by or on behalf of the Unit Owners or parties for the time being to the Reciprocal Agreement.

10. DUTIES OF THE CORPORATION

10.1. In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the By-laws of the Corporation, the Corporation shall have the following duties, namely:

- a. To enter into, ratify and assume the Reciprocal Agreement and all other municipal agreements as required by the City of Barrie and to comply with all of the covenants, conditions, restrictions, agreements,

obligations, terms and provisions contained therein and/or registered against the Property, in addition to any requirements set forth in the Act, the Declaration, by-laws or rules of the Corporation;

- b. To not interfere with the supply of (and insofar as the requisite services are supplied from the Corporation's property, to cause) heat, hydro, water, gas and all other requisite utility services to be provided to the Property so that the same are fully functional and operable during normal or customary hours of use.
- c. To ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant to construct and complete the condominium.
- d. To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Unit Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the Common Elements of this Condominium for its marketing/sale/construction programs in connection with the condominium, as more particularly set out in the foregoing provisions of this Declaration.
- e. To ensure that no actions or steps are taken by or on behalf of the Corporation, or by a Unit Owner, or their respective tenants or invitees which would prohibit, limit or restrict the access to, egress from and/or use of any easement enjoyed by the condominium and/or their respective residents, tenants and invitees as more particularly set out in the foregoing provisions of this Declaration.
- f. To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreements (as well enter into a formal assumption agreement with the City of Barrie or other Governmental Authorities relating thereto, if so required by the City of Barrie or other Governmental Authorities).
- g. When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of *The Professional Engineers Act* R.S.O. 1990, as amended, or alternatively a certificate of practice within the meaning of *The Architects Act* R.S.O. 1990, as amended) to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of Section 44 of the Act and Section 12 of O.Reg.48/01 (hereinafter referred to as the "Performance Audit") at any time between the 6th month and 10th month following the registration of this Declaration, then the Corporation shall have a duty to:
 - i permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "Performance Auditor") while same is being conducted, and to provide the Declarant at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and
 - ii permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work

identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);

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

- h. To take all reasonable steps to collect from each Unit owner his/her proportionate share of the Common Expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the owner has defaulted in the payment of Common Expenses.
- i. To grant, if required, an easement in perpetuity in favour utility suppliers or cable television operators, over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to each of the Units in the Condominium and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or cable television suppliers pertaining to the provision of their services to the Condominium and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing. All Unit Owners shall be obligated to vote in favour of such by-laws sanction the granting of an easement as above.
- j. To take all actions reasonably necessary as may be required to fulfill any of the Corporation's duties and obligations pursuant to this Declaration.

11. UTILITIES

11.1. If at any time:

- b. any Utility supplied to any of the Unit(s) is directly and separately metered, measured and billed either by the Municipality, the supplier or on account of Private Flow Meters put in place by the Declarant or the Corporation or others or some combination thereof to any such Unit(s), the cost of such Utility so separately metered, measured or otherwise determined and/or allocated to such individual Units and billed will not be considered a budget item for the determination of the Common Expenses of the Corporation or a Common Expense of the Corporation. For clarity, any other costs associated with such Utility to the extent not directly and separately metered, measured and/or otherwise determined and/or allocated to individual Units, including, without limitation, any costs associated with any meter that measures the consumption of such Utility, shall be considered a budget item and shall be included in the definition of "Bulk Unit Utility Cost" in paragraph Article 1f.c below; or
- c. any Utility supplied to any Unit(s) is not so separately metered, measured and billed at any time now or in the future then for such period of time

the same is not so separately metered, measured and billed the same will be referred to herein as the "Bulk Unit Utility Cost" and unless the cost of the same is allocated by the Board to one (1) or more Units in accordance with Section 11.2 hereof the cost of the same with respect to any such Unit(s) will be considered a budget item for the determination of the Common Expenses of the Corporation and a Common Expense of the Corporation.

- 11.2 Where a Utility is supplied to all or any part of the Common Elements and such Utility is not separately metered, measured and billed, the Board, acting reasonably, shall be entitled to and has the discretion and authority to make an allocation of the costs of such Utility supplied to the Condominium Plan between the Common Elements being serviced by such Utility (the "Bulk Common Elements Utility Cost") and the Bulk Units Utility Cost. Such Bulk Common Elements Utility Cost as so allocated by the Board will be included in the budget for the determination of the Common Expenses of the Corporation.
- 11.3 The Board has the authority and discretion to allocate any or all of any Bulk Unit Utility Cost to those Units the Board is of the opinion acting reasonably are benefitting from the same and to allocate such percentage of any such costs amongst such Units as the Board in its absolute discretion views as appropriate.
- 11.4 The portion of any Bulk Unit Utility Cost so allocated by the Board to any Unit shall for all purposes be deemed to be directly and separately metered, measured or otherwise determined and/or allocated to such individual Units and deemed to be billed on the same basis as if the same were measured by Private Flow Meters put in place by the Declarant or the Corporation or others so that the provisions of Section 11.1 hereof apply thereto in all regards and the cost of such Utility so separately determined and/or allocated to such individual Units will not be considered a budget item for the determination of the Common Expenses of the Corporation or a Common Expense of the Corporation.
- 11.5 Any reference in this Article to the "Board" or the "Corporation" shall include any Monitoring Agency if authorized or directed in writing (as the context requires) by the Board.
- 11.6 Any 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 a Utility to the Unit(s) occupied by such Unit Occupant shall be the responsibility of the Owner(s) who own(s) the Unit(s) in question and shall, to the extent that same are paid by the Corporation, constitute Common Expenses owing by the Owner of such Unit(s) who shall be considered in default of payment of such Common Expenses.
- 11.7 Entry to any of the Units from time to time by any representative of any Monitoring Agency, and/or municipal or public utility representative and/or other person authorized by any Monitoring Agency and/or the Board for the purposes of installation, repair, maintenance, inspection, replacement and/or reading of any meter or meters is hereby authorized. No meter shall be hidden or obscured or blocked so that it cannot be easily and conveniently read by the person charged with the responsibility to read such meter. Such work as is required within any Unit(s) or its or their appurtenant Common Elements as is necessary in order to facilitate the installation, usage and/or operation of any meter or meters is also permitted.
- 11.8 Any representative of any Monitoring Agency, any municipal or public utility representative or other person authorized by any Monitoring Agency and/or the Board may install, repair, maintain, inspect, replace, change and/or read any meter or meters in or appurtenant to any Unit(s). Such work as required within any Unit(s) or appurtenant Common Elements to facilitate the said installation, usage and/or operation and/or reading of any meter or meters is also permitted.

- 11.9 Any administration or other fee charged by a Monitoring Agency, Municipality or supplier with respect to the supply of a Utility to a Unit including without limitation any costs of reading a Private Flow Meter, calculating the monies owing on account of the supply of a Utility to a Unit and collecting the monies so owing shall be billed to and collected from that Owner(s) in the same manner as the cost of the said Utility supplied to his, her, their or its Unit and shall be deemed to be included in and part of the cost of any Utility supplied to a Unit in addition to the actual cost of the utility so supplied itself.
- 11.10 If any Utility is separately metered, measured and/or monitored to a Unit by way of Monitoring Agency, Municipality or supplier meters, or allocated to a Unit pursuant to Section 11.3 hereof, the Unit Owner(s) of each such Unit so metered by the Municipality, Monitoring Agency or supplier shall pay the cost of any metered Utility supplied to his, her, their or its Unit as billed by the Municipality, Monitoring Agency or supplier of same or allocated by the Board and obtain no credit for such payment against his, her, their or its obligation to pay Common Expenses.
- 11.11 If any Utility is separately metered, measured and/or monitored to a Unit by way of Private Flow Meter(s) or allocated to a Unit pursuant to Section 11.2 hereof:
- d. the cost of any Utility supplied to any such Unit as measured by the Private Flow Meter or allocated to a Unit pursuant to Section 11.2 hereof shall be paid by the Owner(s) of such Unit as directed by the Corporation as and when requested by the Corporation;
 - e. the monies paid by the Corporation on account of any Utility supplied to any such Unit which is measured by a Private Flow Meter or allocated to a Unit pursuant to Section 11.2 hereof will not be considered a budget item for the determination of the Common Expenses of the Corporation or a Common Expense of the Corporation. However, if same are not paid, then, to the extent same are in arrears, monies owing on account of any Utility supplied to any Unit to the Corporation or any Monitoring Agency shall be considered to be Common Expenses that are in arrears and owing for and on account of such Unit. For such purposes only, the said monies owing shall be considered Common Expenses and shall be considered in arrears. Interest will accrue on arrears of monies owing for any Utility supplied to any Unit at the same rate as interest accrues on arrears of Common Expense payments;
 - f. each such Owner shall pay the cost of any Utility supplied to his, her, their or its Unit, based on the amount of such Utility supplied as determined by the said Private Flow Meter or allocated to a Unit pursuant to Section 11.2 hereof for his, her, their or its Unit and will obtain no credit for such payment against his, her, their or its obligation to pay Common Expenses;
 - g. as a condition of being supplied or continuing to be supplied with any Utility that is metered or monitored by a Private Flow Meter or allocated to a Unit pursuant to Section 11.2 hereof, the Board and/or any Monitoring Agency has the right to require a Owner(s) of a Unit that is being so supplied, to maintain a deposit with the Corporation or the Monitoring Agency, as the case may be, of an amount equal to up to three (3) months' charges for such Unit Occupant's Utility usage as determined and estimated by the Board in its discretion. The Corporation is entitled to apply such deposits against monies owing by a defaulting Owner(s) on account of the supply of any Utility to such Owner's Unit; and

- h. the Board and/or any Monitoring Agency is entitled, subject to complying with all relevant laws and regulations, to stop the supply of any Utility to any Unit if the payments owing for same are more than thirty (30) days in arrears.
- 11.12 The Owner(s) of each Unit to which the amount of any Utility is measured or monitored by a Private Flow Meter or allocated to a Unit pursuant to Section 11.2 hereof shall pay the Corporation or the relevant Monitoring Agency monthly on a date designated by the Board or Monitoring Agency, as the case may be, the estimated cost for the amount for all Utilities separately metered or monitored by the applicable Private Flow Meter(s) and billed by the Corporation or Monitoring Agency or allocated to a Unit pursuant to Section 11.2 hereof (the "Estimated Utility Monthly Payment"). The Estimated Utility Monthly Payment will be an estimate by the Board or Monitoring Agency, as the case may be, acting reasonably, of the cost of all such utility services separately metered, measured and billed by the Private Flow Meters or other monitoring or measuring devices by the Corporation to such Unit or allocated to such Unit pursuant to Section 11.2 hereof.
- 11.13 The Board or any Monitoring Agency shall have the right to require any Owner(s) of a Unit to:
 - a. provide post-dated cheques on a Corporation fiscal year basis for the Estimated Utility Monthly Payment prior to the first month of every such fiscal year; or
 - b. pay the Estimated Utility Monthly Payment via an automatic monthly withdrawal from the Owner(s) of the Unit's bank account or such other similar method of automatic payment.
- 11.14 The Estimated Utility Monthly Payment for any such Unit shall be adjusted annually (the "Annual Utility Adjustment") by the Board or Monitoring Agency, as the case may be, to reflect the actual cost of Utilities so supplied to each such Unit as determined by the applicable Private Flow Meter(s) or allocated to a Unit pursuant to Section 11.2 hereof. The Board or the relevant Monitoring Agency has the right to adjust the Estimated Utility Monthly Payment at other times throughout the year in addition to the Annual Utility Adjustment if the Board deems such additional adjustments necessary.
- 11.15 Following the end of each fiscal year, the Board or Monitoring Agency, as the case may be, shall calculate or make a final allocation pursuant to Section 11.2 hereof how much of each such Utility was supplied in such fiscal year to each Unit. If the cost of the said Utilities supplied for such fiscal year on account of any such Unit:
 - a. exceeds the amount paid by the Owner(s) of such Unit for the fiscal year in question the Owner(s) of such Unit shall, upon receiving written notification from the Board or Monitoring Agency, as the case may be, forthwith pay the Corporation the amount of such deficiency;
 - b. is less than the amount paid by the Owner(s) of such Unit for the fiscal year in question the excess shall be taken into consideration by the Board or Monitoring Agency, as the case may be, at the time of the Board's or Monitoring Agency's, as the case may be, next determination of the Estimated Utility Monthly Payment for the said Unit or, at the option of the Board or Monitoring Agency, as the case may be, the deficiency shall be paid by the Corporation to the Owner(s) of such Unit.
- 11.16 The Corporation has the power, on giving reasonable notice to the Unit Occupant(s), to allow the Monitoring Agency access to the Units and Common

Elements for the purpose of installing, repairing, replacing, modifying, upgrading, renovating, improving and/or maintaining the Private Flow Meters.

- 11.17 The cost of any water supplied to any Unit and billed to the Owner(s) thereof after measurement by a Private Flow Meter or allocated to a Unit pursuant to Section 11.2 hereof shall, if the billing for any sewer usage or charges is linked to or otherwise determined based on the quantity of water supplied and/or measured or allocated to a Unit pursuant to Section 11.2 hereof shall also include any billings that are made and/or payments made for sewer usage or charges based on the amount of the water supplied to the Unit in question and all references herein to the cost of water shall include the monies paid on account of sewer charges and/or rates determined by reference to the quantity of water supplied for which such cost of water relates.

12. GENERAL MATTERS AND ADMINISTRATION

12.1. Right of Entry to the Unit

- a. The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation.
- b. Each Unit and all of the Common Elements are subject to a right of entry and access in favour of the Corporation, the Municipality, Utility Suppliers, companies that supply television and/or telephone and/or Internet facilities and any cable or other television signal supplier to permit entry by equipment, machinery and workers as is reasonably required to install, construct, repair, replace, modify, upgrade, renovate, improve and/or maintain all pipes, vents, meters, wires, ducts, cables, drains, conduits, service connections, equipment, mains for sewer and storm water, electricity transformer(s), water mains, telephone cables and access transmission lines and public utility lines (including all appurtenances to any of the foregoing) that, without limiting the generality of the foregoing, provide power, communication facilities, water, fuel, venting and/or sewage or waste water disposal to or from any one (1) or more of the Units and/or Common Elements. In addition, such right of entry is allowed on account of any emergency situation that may exist anywhere on the Property or Condominium Plan including, without limitation, the entry onto any Unit or part of the Common Elements by medical personnel, emergency services personnel, medics, police and/or fire fighters. Any Utility Supplier and/or Monitoring Agency and/or company supplying television and/or telephone and/or Internet facilities and any cable or other television signal supplier 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 storm water, 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. The Declarant 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. Access to the meters shall be in accordance with any regulations which the Utility Supplier responsible for reading the meter may have in effect or be subject to from time to time. No meter shall be hidden or obscured or blocked so that it cannot be easily and conveniently read by the person charged with the responsibility to read such meter.

- c. The Corporation as a result of requesting the Gas Utility to supply the Corporation with natural gas, hereby grants to the Gas Utility a free, uninterrupted and unobstructed right and license in perpetuity to enter upon the Common Elements for the purpose of surveying, constructing, laying, using, installing, repairing, inspecting, replacing, removing, renewing, expanding, enlarging, altering/reconstructing, operating and maintaining gas lines in, on and under the said Common Elements, together with all necessary appurtenances, works, attachments, apparatus, appliances, markers, fixtures and equipment thereto which the Gas Utility may deem necessary or convenient for the purpose of the furnishing of natural and/or manufactured gas to the Property and to any buildings or other sources of outlet from time-to-time existing upon the Property, together with the right of free uninterrupted and unobstructed access to the said Property, and sources of outlet for the Gas Utility, its servants, agents, workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the right hereby given.
- d. The Declarant (including any successor) and the Corporation has the right to enter any Unit and install any pipes, vents, meters, wires, ducts, cables, drains, conduits, service connections, equipment and/or mains.
- e. If, as a result of future construction of any building or part thereof on this Condominium Plan, it is necessary to relocate any Utility Supplier facilities such relocation (if it can be accommodated by the relevant Utility Supplier) will be at the sole cost and expense of the Corporation.
- f. Access rights set out herein will be maintained for all Utility Suppliers.
- g. In case of an emergency, an agent of the Corporation may enter a Unit at any time and this provision constitutes notice to enter the Unit in accordance with the Act for the purpose of repairing the Unit, Common Elements, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists.
- h. If an Owner shall not be personally present to grant entry to his Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.
- i. The Corporation shall retain a master key to all locks, controlling entry into each residential Building. No Owner shall change any lock, or place any additional locks on the door(s) leading directly into his/her Residential Unit (nor any doors within said Residential Unit), without the prior written consent of the Board. Where such consent has been granted by the Board, said owner shall forthwith provide the Corporation with keys to all new locks (as well as keys to all additional locks) so installed, and all such new or additional locks shall be keyed to the Corporation's master key entry system.

- j. The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-Laws.

12.2. Invalidity

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

12.3. Waiver

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

12.4. Interpretation of Declaration

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

12.5. Headings

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

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

DATED at Barrie, this day of _____, 201__.

1815496 ONTARIO LIMITED

Per: _____
Name: Mohamed Abdelkader
Title: President
I have authority to bind the Corporation

SCHEDULE "A"

All that portion of land and premises situate, lying and being in the City of Barrie, in the County of Simcoe, being composed of:

Part of:

Part Park Lot 1, Plan 302, Part Park lot 2 Plan 302, Vespra

Being part of Part 1 51R41384

Being Part of PIN 58361-0831 (LT)

TOGETHER WITH an easement in favour of the owners of that part of Part Park Lot 1, Plan 302, and Part Park Lot 2, Plan 302, Vespra, in the City of Barrie, in the County of Simcoe, designated as Part _____ on Reference Plan 51R_____, their agents, contractors or servicemen through that part of Part Park Lot 1, Plan 302, and Part Park Lot 2, Plan 302, Vespra, in the City of Barrie, in the County of Simcoe, designated as Part _____ on Reference Plan 51R_____, being part of PIN 58361-0831 (LT) for the purpose of allowing pedestrian and where practical, vehicular ingress and egress and all other acts necessary to further permit the installation, maintenance, operation, alteration, repair replacement and inspection of any part of the building, installations or appurtenances situate thereon, including, but not limited to, storm and sanitary sewers, water pipes, insulation systems, electrical, telephone, television and cable conduits, cables and wires, transformers, gas lines, ventilation ducts or shafts, air-conditioning equipment, fire protection and waste disposal systems and various other services and utilities, together with all appurtenances thereto as may be necessary or convenient from time to time to provide for such services and utilities to any parts of the building situate thereon and to further permit the crossing, penetrating, boring or travelling onto or through any transfer slab, floor slab, ceiling slab, concrete, concrete block or masonry wall or drywall enclosure or other similar installations to facilitate such work.

TOGETHER WITH an easement in favour of the owners of that part of Part Park Lot 1, Plan 302, and Part Park Lot 2, Plan 302, Vespra, in the City of Barrie, in the County of Simcoe, designated as Part _____ on Reference Plan 51R_____, their agents, contractors or servicemen through that part of Part Park Lot 1, Plan 302, and Part Park Lot 2, Plan 302, Vespra, in the City of Barrie, in the County of Simcoe, designated as Part _____ on Reference Plan 51R_____, being part of PIN 58361-0831 (LT) for the purpose of maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, footings, foundations, side and cross beams, supporting walls and the soil which support the building, installations and all appurtenances thereto situate thereon.

TOGETHER WITH an easement in favour of the owners of that part of Part Park Lot 1, Plan 302, and Part Park Lot 2, Plan 302, Vespra, in the City of Barrie, in the County of Simcoe, designated as Part _____ on Reference Plan 51R_____, their agents, contractors or servicemen through that part of Part Park Lot 1, Plan 302, and Part Park Lot 2, Plan 302, Vespra, in the City of Barrie, in the County of Simcoe, designated as Part _____ on Reference Plan 51R_____, being part of PIN 58361-0831 (LT) for the purpose of allowing pedestrian and all manner of vehicular ingress and egress through the designated driveways and walkways as well as the on-loading, off-loading or transport of goods and materials within the said driveways.

TOGETHER WITH an easement in favour of the owners of that part of Part Park Lot 1, Plan 302, and Part Park Lot 2, Plan 302, Vespra, in the City of Barrie, in the County of Simcoe, designated as Part _____ on Reference Plan 51R_____, their agents, contractors or servicemen through that part of Part Park Lot 1, Plan 302, and Part Park Lot 2, Plan 302, Vespra, in the City of Barrie, in the County of Simcoe, designated as Part _____ on Reference Plan 51R_____, being part of PIN 58361-0831 (LT) to permit the installation and maintenance of shoring, piles and tie backs, where practical, within Part ____, on Reference Plan 51R_____ and to further permit the overhead swing of a construction crane to facilitate the construction of buildings on Parts ____
_____, on Reference Plan 51R_____ .

RESERVING an easement in favour of the owners of that part of Part Park Lot 1, Plan 302, and Part Park Lot 2, Plan 302, Vespra, in the City of Barrie, in the County of Simcoe, designated as Part _____ on Reference Plan 51R_____, their agents, contractors or servicemen through that part of Part Park Lot 1, Plan 302, and Part Park Lot 2, Plan 302, Vespra, in the City of Barrie, in the County of Simcoe, designated as Part _____ on Reference Plan 51R_____, being the remainder of PIN 58361-0831 (LT) for the purpose of allowing pedestrian and where practical, vehicular ingress and egress and all other acts necessary to further permit the installation, maintenance, operation, alteration, repair replacement and inspection of any part of the building, installations or appurtenances situate thereon, including, but not limited to, storm and sanitary sewers, water pipes, insulation systems, electrical, telephone, television and cable conduits, cables and wires, transformers, gas lines, ventilation ducts or shafts, air-conditioning equipment, fire protection and waste disposal systems and various other services and utilities, together with all appurtenances thereto as may be necessary or convenient from time to time to provide for such services and utilities to any parts of the building situate thereon and to further permit the crossing, penetrating, boring or travelling onto or through any transfer slab, floor slab, ceiling slab, concrete, concrete block or masonry wall or drywall enclosure or other similar installations to facilitate such work.

RESERVING an easement in favour of the owners of that part of Part Park Lot 1, Plan 302, and Part Park Lot 2, Plan 302, Vespra, in the City of Barrie, in the County of Simcoe, designated as Part _____ on Reference Plan 51R_____, their agents, contractors or servicemen through that part of Part Park Lot 1, Plan 302, and Part Park Lot 2, Plan 302, Vespra, in the City of Barrie, in the County of Simcoe, designated as Part _____ on Reference Plan 51R_____, being the remainder of PIN 58361-0831 (LT) for the purpose of maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, footings, foundations, side and cross beams, supporting walls and the soil which support the building, installations and all appurtenances thereto situate thereon.

RESERVING an easement in favour of the owners of that part of Part Park Lot 1, Plan 302, and Part Park Lot 2, Plan 302, Vespra, in the City of Barrie, in the County of Simcoe, designated as Part _____ on Reference Plan 51R_____, their agents, contractors or servicemen through that part of Part Park Lot 1, Plan 302, and Part Park Lot 2, Plan 302, Vespra, in the City of Barrie, in the County of Simcoe, designated as Part _____ on Reference Plan 51R_____, being the remainder PIN 58361-0831 (LT) for the purpose of allowing pedestrian and all manner of vehicular ingress and egress through the designated driveways and walkways as well as the on-loading, off-loading or transport of goods and materials within the said driveways.

RESERVING an easement in favour of the owners of that part of Part Park Lot 1, Plan 302, and Part Park Lot 2, Plan 302, Vespra, in the City of Barrie, in the County of Simcoe, designated as Part _____ on Reference Plan 51R_____, their agents, contractors or servicemen through that part of Part Park Lot 1, Plan 302, and Part Park Lot 2, Plan 302, Vespra, in the City of Barrie, in the County of Simcoe, designated as Part _____ on Reference Plan 51R_____, being the remainder PIN 58361-0831 (LT) to permit the installation and maintenance of shoring, piles and tie backs, where practical, within Part _____, on Reference Plan 51R_____, and to further permit the overhead swing of a construction crane to facilitate the construction of buildings on Parts _____, on Reference Plan 51R_____.

In my opinion, based on the Property Identifier Numbers and the plans and documents recorded therein, the legal description is correct, the easements will exist in law upon the Registration of the Declaration and Description and the Declarant is the registered owner of the lands.

Ain Whitehead LLP
Barristers & Solicitors

and duly authorized agents for **1815496 ONTARIO LIMITED**

Dated

Per: _____
Andrew D. Ain

Note: The lands described herein are based on preliminary design and the Declarant, at its sole, absolute and unfettered discretion shall determine the final condominium property limits and shall create and enter into easements for the servicing and benefit of the condominium. The final condominium property limits and easements pertaining to this project shall be more precisely described in the final description and declaration.

SCHEDULE "B"

CONSENT

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

1. We, _____ have a registered mortgage within the meaning of clause 7(2)(b) of *Condominium Act, 1998* registered as Number _____ in the Land Registry Office for the Land Titles Division of Simcoe (No. 51).
2. We consent to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. We are entitled by law to grant this consent and postponement.

DATED this _____ day of _____, 201_____

*

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Corporation.

SCHEDULE “C”

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

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

1. **BOUNDARIES OF THE RESIDENTIAL UNITS**

(being Units 1-17 inclusive on Level 1, Units 1-20 inclusive on Level 2, Units 1-20 inclusive on Level 3, Units 1-20 inclusive on Level 4, Units 1-20 inclusive on Level 5, Units 1-20 inclusive on Level 6 and Units 1-20 inclusive on Level 7)

a) Each Residential Unit is bounded vertically by:

- i) the upper surface and plane of the concrete floor slab on level 1 and the upper surface and plane of the concrete floor layer on levels 2,3, 4 , 5, 6, and 7.
- ii) the backside surface and plane and the production thereof of the ceiling drywall sheathing.

b) Each Residential Unit is bounded horizontally by:

- i) the backside surface and plane of the drywall sheathing on all exterior walls or walls separating one unit from another unit or from the common elements.
- ii) the unfinished inner surface of window frames, exterior doors and door frames and the inner surface of all glass panels therein (said doors and windows being in the closed position).
- iii) in the vicinity of ducts, pipe spaces and conduit spaces, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe space and conduit spaces.

2. **BOUNDARIES OF THE PARKING UNITS – UNDERGROUND**

(being units 1-137 inclusive on Level A)

a) Each Parking Unit on is bounded vertically by:

- i) the upper surface and plane of the concrete garage floor slab.
- ii) the plane established 2.00 metres perpendicularly distant above and parallel to the concrete garage floor slab.

b) Each Parking Unit is bounded horizontally by one or a combination of:

- i) the vertical plane established by measurement.
- ii) the face and plane of the concrete/concrete block wall.
- iii) the vertical plane established by measurement and perpendicular to the concrete/concrete block wall.

- iv) the vertical plane established by the centre-line of columns and/or the production thereof.

3. BOUNDARIES OF LOCKER UNITS

(being units 138-274 inclusive on Level A)

The boundaries of each Locker Unit shall be:

- a. The finished upper surface of the concrete floor slab.
- b. The lower surface of the wire mesh and steel frames forming the ceiling.
- c. The unit side surfaces of the wire mesh and steel frame walls separating the unit from other such unit or the common elements.
- d. The side surface and production of the concrete block or masonry walls separating the unit from another such unit or from the common elements.
- e. The unit side surface and production of the wire mesh or steel entry door and steel door frame, the said door being in a closed position.

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

Dated

Rudy Mak
Ontario Land Surveyor

Reference should 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 any wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

SCHEDULE “D”

Percentage Interest in Common Elements by Unit and Level Number and Percentage Contribution to Common Expenses by Unit and Level Number.

<u>Level</u>	<u>Unit No.</u>	<u>Percentage of Interest in Common Elements</u>	<u>Percentage of Interest in Common Expenses</u>
A	1	0.053152186	0.053152186
A	2	0.053152074	0.053152074
A	3	0.053152074	0.053152074
A	4	0.053152074	0.053152074
A	5	0.053152074	0.053152074
A	6	0.053152074	0.053152074
A	7	0.053152074	0.053152074
A	8	0.053152074	0.053152074
A	9	0.053152074	0.053152074
A	10	0.053152074	0.053152074
A	11	0.053152074	0.053152074
A	12	0.053152074	0.053152074
A	13	0.053152074	0.053152074
A	14	0.053152074	0.053152074
A	15	0.053152074	0.053152074
A	16	0.053152074	0.053152074
A	17	0.053152074	0.053152074
A	18	0.053152074	0.053152074
A	19	0.053152074	0.053152074
A	20	0.053152074	0.053152074
A	21	0.053152074	0.053152074
A	22	0.053152074	0.053152074
A	23	0.053152074	0.053152074
A	24	0.053152074	0.053152074
A	25	0.053152074	0.053152074
A	26	0.053152074	0.053152074
A	27	0.053152074	0.053152074
A	28	0.053152074	0.053152074
A	29	0.053152074	0.053152074
A	30	0.053152074	0.053152074
A	31	0.053152074	0.053152074
A	32	0.053152074	0.053152074
A	33	0.053152074	0.053152074
A	34	0.053152074	0.053152074
A	35	0.053152074	0.053152074
A	36	0.053152074	0.053152074
A	37	0.053152074	0.053152074
A	38	0.053152074	0.053152074
A	39	0.053152074	0.053152074
A	40	0.053152074	0.053152074
A	41	0.053152074	0.053152074
A	42	0.053152074	0.053152074
A	43	0.053152074	0.053152074
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SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

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

- a. All sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement;
- b. All sums of money properly paid by the Corporation on account on any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
 - i. Insurance premiums;
 - ii. Gas, water, sewage, electricity and gas respecting Common Elements;
 - iii. Gas, water, sewage, oil and electricity respecting each Residential Unit unless individually metered or sub-metered separately for a Unit in accordance with Article 11;
 - iv. Maintenance materials, tools and supplies;
 - v. Snow removal and landscaping from all common element roadways as well as landscaping of common elements; and
 - vi. Garbage Removal
- c. All sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- d. All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements;
- e. All sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- f. The cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- g. The cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- h. The fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;
- i. The cost of maintaining fidelity bonds as provided by by-law;
- j. All sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation.
- k. All sums of money paid or payable by the Corporation to the condominium authority pursuant to the provisions of Section 1.3 of the Act.

SCHEDULE "F"

EXCLUSIVE USE COMMON ELEMENTS

Each Residential Unit Owner shall have the exclusive use of a balcony(s) accessed from the inside of the respective unit, subject to the provisions of the Act, the Declaration, the By-laws and Rules and regulations passed pursuant thereto, and subject to the right of entry in favour of the corporation to those areas of exclusive use portion of the common elements which may be necessary to permit repairs or maintenance thereto or to give access to the utility and services areas adjacent thereto.

SCHEDULE "G"

CERTIFICATE OF ARCHITECT OR ENGINEER

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

I certify that:

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

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 constructions 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.
5. All elevating devices as defined in the *Elevating Devices Act*, are licensed under that act if it requires a license, except for the 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.
9. All installations with respect to the provision of electricity are in place.
10. 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 , 201

(signature)

Duff Ryan
Title: Architect