

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

**IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*,**  
**R.S.O. 1990, c. C.30, AS AMENDED**

**AND IN THE MATTER OF AN APPLICATION MADE BY**  
**JADE-KENNEDY DEVELOPMENT CORPORATION**  
**FOR THE APPOINTMENT OF A TRUSTEE UNDER SECTION 68(1) OF THE**  
***CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED**

**SUPPLEMENTAL MOTION RECORD OF THE TRUSTEE**  
(motion returnable January 9, 2018)

January 5, 2018

**CHAITONS LLP**  
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Toronto, ON M2N 7E9

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**Lawyers for RSM Canada Limited,**  
**Court-appointed Trustee**

**TO: THE ATTACHED SERVICE LIST**

**SERVICE LIST**  
(as of December 20, 2017)

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*,  
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**AND IN THE MATTER OF AN APPLICATION MADE BY  
JADE-KENNEDY DEVELOPMENT CORPORATION  
FOR THE APPOINTMENT OF A TRUSTEE UNDER SECTION 68(1) OF THE  
*CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED**

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# TAB 1

Court File No. CV15-10882-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*,  
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*CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED**

**AMENDED NOTICE OF MOTION**

(motion returnable January 9, 2018)

**RSM CANADA LIMITED** (“**RSM**”), in its capacity as Court-appointed *Construction Lien Act* (Ontario) (the “**CLA**”) trustee in this proceeding (the “**Trustee**”) will make a motion to a Judge of the Commercial List on January 9, 2018 at 10:00 a.m., or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

**PROPOSED METHOD OF HEARING:** The motion is to be heard orally.

**THE MOTION IS FOR:**

- (a) an order approving the sale by the Trustee of Phase II commercial unit 361 (“**Unit 361**”) to 2072139 Ontario Inc. (the “**Purchaser**”), and vesting such property in the

Purchaser free and clear of all claims and encumbrances (other than permitted encumbrances) upon delivery of a certificate by the Trustee to the Purchaser;

(b) an order authorizing and directing the Land Registry Office to discharge the Charge (as defined below) registered against the Management Office Unit (as defined below);

(c) an order abridging the time for service of this amended notice of motion, the motion record and the supplementary motion record so that the motion is properly returnable on January 9, 2018; and

(d) ~~(b)~~ such further and other relief as counsel may request and this Honourable Court may permit.

**THE GROUNDS FOR THE MOTION ARE:**

**Background**

1. On February 11, 2015, Collins Barrow Toronto Limited (“**CBTL**”) was appointed as Trustee under the *CLA* with respect to lands and premises owned by Jade-Kennedy Development Corporation (“**JKDC**”), and legally described in Schedule “A” to the Appointment Order (the “**Property**”), pursuant to the Order of The Honourable Mr. Justice Pattillo dated February 11, 2015 (the “**Appointment Order**”).
2. On December 5, 2017, the Court appointed RSM to replace CBTL as the Trustee in this proceeding.
3. Pursuant to the Appointment Order, the Trustee was authorized to, among other things:

- (a) act as receiver and manager of the Property;
- (b) take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (c) market any or all of the Property;
- (d) sell, convey, transfer, lease or assign the Property or any part or parts thereof with the approval of the Court; and
- (e) apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property.

### **Sale Transaction**

4. The Property includes Unit 361, which is a commercial unit 696 gross square feet in size and is located on the ground level beside the residential condominium tower.
5. The Trustee previously retained TradeWorld Realty Inc. (“**TradeWorld**”) in May 2015 to list, among other things, Unit 361.
6. In its over 20 month period as real estate listing agent for Unit 361, TradeWorld did not receive any offers to purchase the unit.
7. The Trustee allowed its listing agreement with TradeWorld to expire on January 15, 2017.
8. The Trustee retained Century 21 as its real estate listing agent on February 3, 2017.

9. Based on the advice and recommendation of Century 21, the listing price for Unit 361 was reduced from the listing price previously used by TradeWorld.
10. The offer received from the Purchaser ~~for~~ Unit 361 is for less than the listing price for the unit. However, the Trustee believes that Unit 361 has been fairly and properly exposed to the market through the listings by TradeWorld and Century 21, that all reasonable steps have been taken to obtain the best price possible for the unit, and recommends that the sale transaction for Unit 361 be approved by the Court and the necessary vesting order be granted.
11. The sale transaction is conditional on Court approval and, if such approval is granted, the sale is expected to close on January 12, 2018.

### **Management Office Unit**

12. Phase I of the Property was the development and construction of 28 residential townhomes, a T&T Supermarket, and a commercial condominium project with units for retail, restaurant, office and medical services.
13. Construction of Phase I was substantially completed on March 5, 2013 and the condominium declaration was registered on April 17, 2013 (the “**Declaration**”).
14. As a result of the registration, York Region Standard Condominium Corporation No. 1228 (“**YRSCC 1228**”) was established, and JKDC became the registered owner of all of the condominium units. The units included a management office unit legally known as Unit 50 on level 2 (the “**Management Office Unit**”).

15. Pursuant to the Declaration, YRSCC 1228 was to purchase the unit from JKDC for a purchase price of \$200,000 exclusive of HST, and YRSCC 1228 was to give a mortgage to JKDC for the full purchase price.
16. The transfer of the Management Office Unit to YRSCC 1228 was completed on May 14, 2014. A charge/mortgage was registered on title to the Management Office Unit on May 14, 2014 in favour of JKDC in the principal amount of \$200,000 (the “Charge”).
17. The Trustee received the mortgage payments from YRSCC 1228 required under the Charge up to December 17, 2017.
18. On December 19, 2017, the Trustee received \$139,336.86 from YRSCC 1228 with respect to the Charge, which was the balance owing under the Charge as of that date.
19. The Trustee is required to discharge the Charge from the Management Office Unit. The Land Registry Office has informed the Trustee’s lawyers that a Court order is required directing it to discharge the Charge.
20. The Trustee respectfully requests that the Court grant an order authorizing and directing the Land Registry Office to discharge the Charge from title to the Management Office Unit.

### **General**

21. ~~12.~~ The Twentieth Report of the Trustee dated December 20, 2017 (the “**Twentieth Report**”), the Supplement to the Twentieth Report of the Trustee dated January 5, 2018 (the “**Supplemental Report**”), and the appendices thereto.

22. ~~13.~~ Rules 1.04, 1.05, 2.01, 2.03, and 37 of the *Rules of Civil Procedure* (Ontario).
23. ~~14.~~ The equitable and inherent jurisdiction of the Court.
24. ~~15.~~ Such other grounds as counsel may advise and this Honourable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

1. The Twentieth Report, the Supplemental Report, and the appendices thereto; and
2. such further and other material as counsel may advise and this Honourable Court may permit.

~~December 21, 2017~~ January 8, 2018

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**TO: THE SERVICE LIST**

**Lawyers for the Trustee**

**IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED**

**AND IN THE MATTER OF AN APPLICATION MADE BY JADE-KENNED DEVELOPMENT CORPORATION  
FOR THE APPOINTMENT OF A TRUSTEE UNDER SECTION 68(1)  
OF THE *CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED**

Court File No. CV15-10882-00CL

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***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

Proceedings commenced at Toronto

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**AMENDED NOTICE OF MOTION**  
(motion returnable January 9, 2018)

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**Lawyers for the Trustee**



# TAB 2

Court File No. CV-15-10882-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C. 30***

**AND IN THE MATTER OF THE APPLICATION MADE BY JADE-KENNEDY  
DEVELOPMENT CORPORATION FOR THE APPOINTMENT OF A TRUSTEE  
UNDER SECTION 68(1) OF THE *CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C. 30***

**SUPPLEMENT TO THE TWENTIETH REPORT TO THE COURT OF RSM CANADA  
LIMITED AS CONSTRUCTION LIEN TRUSTEE OF SOUTH UNIONVILLE SQUARE**

**January 5, 2018**

## INTRODUCTION

1. By Order of The Honourable Mr. Justice Pattillo of the Ontario Superior Court of Justice (Commercial List) dated February 11, 2015, Collins Barrow Toronto Limited was appointed trustee pursuant to section 68(1) of the *Construction Lien Act* (Ontario), of the lands and premises legally described in Schedule "A" of the Appointment Order comprised of commercial and residential condominium units, parking and locker units, and vacant lands owned by Jade-Kennedy Development Corporation.
2. Pursuant to the Order of The Mr. Honourable Justice Hailey dated December 5, 2017, RSM Canada Limited has been appointed by the Court to substitute Collins Barrow as Trustee of JKDC.
3. This report (the "**Supplemental Report**") is a supplement to the Twentieth Report of the Trustee dated December 20, 2017 (the "**Twentieth Report**"), and should be read together with the Twentieth Report. Capitalized terms used and not otherwise defined herein have the meanings ascribed to such terms in the Twentieth Report.
4. The purpose of this Supplemental Report is to:
  - (a) provide information with respect to the charge/mortgage granted by YRSCC 1228 (as defined below) in favour of JKDC against the Management Office Unit (as defined below); and

- (b) request that the Court grant an order authorizing and directing the Land Registry Office to discharge JKDC's charge/mortgage registered against the Management Office Unit.
5. All Court documents referred to herein, and other publicly available information relating to this proceeding, has been posted on the Trustee's website, which can be found at:

<http://rsmcanada.com/what-wedo/services/consulting/financialadvisory/restructuring-recovery/current-restructuring-recovery-engagements/jade-kennedy-development-corporation.html>

#### **TERMS OF REFERENCE**

6. In preparing this Supplemental Report and making the comments herein, the Trustee has relied upon the Information. Certain of the information contained in this Supplemental Report may refer to, or is based on, the Information. As the Information has been provided by JKDC or other parties, the Trustee has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Trustee has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the CPA Canada Handbook and, accordingly, the Trustee expresses no opinion or other form of assurance in respect of the Information.

## **MANAGEMENT OFFICE UNIT**

7. As has been previously reported to the Court, Phase I of the SUSQ Project was the development and construction of 28 residential townhomes, a T&T Supermarket, and a commercial condominium project with units for retail, restaurant, office and medical services.
8. Construction of Phase I was substantially completed on March 5, 2013 and the condominium declaration was registered on April 17, 2013 (the "**Declaration**"). A copy of the Declaration is attached hereto and marked as **Appendix "A"**.
9. As a result of the registration, York Region Standard Condominium Corporation No. 1228 ("**YRSCC 1228**") was established, and JKDC became the registered owner of all of the condominium units. The units included a management office unit legally known as Unit 50 on level 2 (the "**Management Office Unit**"). A copy of the parcel register for the Management Office Unit is attached hereto and marked as **Appendix "B"**.
10. Pursuant to section 4.6 of the Declaration, the Management Office Unit "shall be used only as an office for the property manager appointed by the Corporation from time to time."
11. Section 4.6 goes on to provide that the YRSCC 1228 was to purchase the unit from JKDC for a purchase price of \$200,000 exclusive of HST. YRSCC 1228 was to give a mortgage to JKDC for the full purchase price.

12. The transfer of the Management Office Unit to YRSCC 1228 was completed on May 14, 2014. A charge/mortgage was registered on title to the Management Office Unit on May 14, 2014 in favour of JKDC in the principal amount of \$200,000 (the "**Charge**"). A copy of the Charge is attached hereto and marked as **Appendix "C"**.
13. The Trustee received the mortgage payments from YRSCC 1228 required under the Charge up to December 17, 2017.
14. On December 8, 2017, the Trustee was informed by YRSCC 1228 that it intended to repay the entire amount of the Charge and requested a discharge of the Charge upon receipt of the funds.
15. On December 19, 2017, the Trustee received \$139,336.86 from YRSCC 1228 with respect to the Charge, which was the balance owing under the Charge as of that date.
16. The Trustee instructed its lawyers, Chaitons LLP ("**Chaitons**"), to prepare the necessary documentation to discharge the Charge from title to the Management Office Unit.
17. Chaitons was informed by the Land Registry Office that, as the Charge identified JKDC as the chargee, it would not accept a discharge of the Charge signed by the Trustee and required a Court order directing it to discharge the Charge.

18. As noted above, the Trustee received all required monthly payments under the Charge from YRSCC 1228 up to December 17, 2017, and has received the full amount owing under the Charge as of that date.
  
19. As a result, it is necessary to discharge the Charge from the Management Office Unit. In accordance with the requirement established by the Land Registry Office, the Trustee respectfully requests that the Court grant an order authorizing and directing the Land Registry Office to discharge the Charge from title to the Management Office Unit.

All of which is respectfully submitted to this Court as of this 5<sup>th</sup> day of January, 2018.

**RSM CANADA LIMITED**

In its capacity as Trustee under the Construction Lien Act of Jade-Kennedy Development Corporation as owner of South Unionville Square and not in its personal capacity

Per:



Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT  
President

# TAB A



## OFFICE SCHEDULE

<p>Number YR...1966697.....  <b>CERTIFICATE OF RECEIPT</b></p> <p>APR 17 2013 16:01</p> <p>YORK REGION  No. 65  AURORA</p> <p><i>Jeff Willet</i>  Land Registrar</p>	<p><b>DECLARATION</b></p> <p><b>CONDOMINIUM</b></p> <p><b>ACT, 1998</b></p>
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**YORK REGION STANDARD CONDOMINIUM PLAN NO. 1228**

**NEW PROPERTY IDENTIFIER BLOCK 29759**

**RECENTLY: BLOCKS 172, 173 & 174 PLAN 65M3178, PT  
LTS 1, 2 & 3 RP 2196, PT LT 9, CON 6 (MKM) CITY OF  
MARKHAM**

**DECLARANT: JADE KENNEDY DEVELOPMENT  
CORPORATION**

**PIN: 02963-3594**

**SOLICITOR: Mark L Karoly**

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**No. OF UNITS 833**

**FEES: 833 x 5 = \$4165.00 + \$70.00 = \$4235.00**

**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 the regulations made thereunder, as amended from time to time (all of which are hereinafter collectively referred to as the "**Act**"), by:

**JADE-KENNEDY DEVELOPMENT CORPORATION**

(hereinafter called the "**Declarant**")

**WHEREAS:**

- A. The Declarant is the owner in fee simple of certain lands and premises situate in the City of Markham, 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 buildings 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 standard freehold condominium Corporation that is to be a phased condominium corporation.

**NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:**

**ARTICLE I**

**INTRODUCTORY**

1.1 Definitions

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

- (a) "**Applicable Zoning By-laws**" means the Zoning By-laws, rules or regulations (as amended from time to time) of the City of Markham or any governmental authority having jurisdiction;
- (b) "**Board**" means the Corporation's board of directors;
- (c) "**Building Common Areas**" means the areas of the buildings comprising the Condominium that provide services to owners or tenants but which are not included in a unit or in the Rentable Area of any specific occupant.
- (d) "**By-law(s)**" means the by-law(s) of the Corporation enacted from time to time;
- (e) "**Commercial/Retail Units**" means Units 1 to 22, inclusive, on Level A; Units 1 to 36, inclusive, 39 to 47 inclusive, 54 to 71 inclusive, and 73 to 307 inclusive on Level 1 and Units 1 to 48 inclusive, 51 to 139 inclusive, and 141 to 394 inclusive on Level 2;
- (f) "**Common Elements**" means all the Property except the Units;
- (g) "**Corporation**" or "**Condominium**" means the standard condominium that is to be a phased condominium corporation created by the registration of this Declaration and Description;
- (h) "**Corridor Units**" means Units 37, 38, 72, and 308 to 332 inclusive on Level 1 and Unit 49 on Level 2;
- (i) "**Dominant Portion**" shall mean the portion of the inside Finished Surface of the permanent outer building wall which is 50% or more of the vertical floor-to-ceiling dimension, at the given point being measured as one moves horizontally along the wall. Dominant Portion itself is a vertical measurement between Finished Surfaces (or a series of vertical measurements) with the number of measurements needed based upon the conditions found along the wall. If, for instance, a window system is 4'6" (1.372 metres) high and the floor to ceiling dimension is 9'-0" (2.743 metres), the Dominant Portion is the inside surface of the glass for the full width of the window system. If, however, the window system is 4'5" (1.346 metres), the Dominant Portion is the inside surface of the wall. In designs of alternating window systems and wall sections, the Dominant Portion will move in and out as often as conditions dictate. If no Finished Surface of the permanent outer building is 50% or more of the vertical floor-to-ceiling dimension, or if the permanent outer building wall is not vertical, the Dominant Portion shall be the inside finished surface of the wall where it intersects the

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finished floor. In the case of Rentable Area with street level frontage, the Dominant Portion shall be the building line.

- (j) "**Extraordinary Expenses**" means the consumption of any service that is excessive or extraordinary in relation to the consumption or use by any other unit as determined by the Board of Directors acting reasonably;
- (k) "**Finished Surface**" shall mean a wall, ceiling or floor surface, including glass, as prepared for use of an occupant, excluding the thickness of any special surfacing materials such as paneling, furring strips and/or carpet;
- (l) "**Grocery Store Units**" means those Commercial/Retail Units and Corridor Units being Units 76 to 332 inclusive on Level 1;
- (m) "**Kiosk Units**" means those Commercial/Retail Units being Units 73, 74 and 75 on Level 1 and Units 388 to 394 inclusive on Level 2;
- (n) "**Mall Units**" means those Commercial/Retail Units being Units 118 to 381 inclusive on Level 2;
- (o) "**Management Office Unit**" means Unit 50 on Level 2;
- (p) "**Major Vertical Penetrations**" shall mean stairs, elevator shafts, flues, pipe shafts, vertical ducts and the like and their enclosing walls. Atria, lightwells and similar penetrations above the finished floor are included in this definition. Not included, however, are vertical penetrations built for the private use of an occupancy or Owner occupying Rentable Areas on more than one floor. Structural columns, openings for vertical electric cable or telephone distribution and openings for plumbing lines are not considered to be Major Vertical Penetrations;
- (q) "**Material and Adverse Impact**" means a material and adverse affect on: (a) the uses permitted within the Grocery Store Units herein, and the exclusive uses to which the occupant of the Grocery Store Units is entitled under paragraph 4.12 hereof; (b) the hours of operation of the Condominium; (c) access to and egress from the Condominium;(d) visibility and location of the signage relating to the Grocery Store Units; (e) parking rights of occupants of the Condominium including, but not limited to, the number of parking spaces in the Condominium; (f) lighting and security issues relating to the Condominium; or (g) changing the nature of the Condominium from a first class commercial building.
- (r) "**Owner**" means the owner or owners of the freehold estate(s) in a unit, but does not include a mortgagee unless in possession;
- (s) "**Outdoor Terrace Unit**" means Unit 1 on Level 3;
- (t) "**Parking Units**" means Units 23 to 84 inclusive, on Level A;
- (u) "**Promotional Unit**" means Unit 140 on Level 2;
- (v) "**Registration Date**" means the date of the registration of this Declaration;
- (w) "**Rentable Area**" shall be computed by measuring the area enclosed by the building line in the case of a street, driveway or parking area frontage; the Finished Surface of the Rentable Area side of corridor and other permanent walls; the Dominant Portion or a Major Vertical Penetration and the centre partitions that separate the Rentable Area from adjoining Rental Areas and/or Building Common Areas;
- (x) "**Residential Units**" means Units 48 to 53 inclusive and 333 to 354 inclusive, on Level 1;
- (y) "**Restaurant Units**" means the Commercial/Retail Units being Units 382 to 387 inclusive on Level 2;
- (z) "**Rules**" means the rules passed by the Board in accordance with the provisions of the Act;
- (aa) "**Residential Condominium**" means the condominium to be developed and created by the Declarant as a separate condominium corporation, upon the lands legally described as part of Lots 1 and 2, Plan 2196 and part of Lot 9, Concession 6 (Geographic Township of Markham), City of Markham, Regional Municipality of York, designated as Part 3 on Reference Plan 65R-34162 (the "**Residential Condominium Lands**");

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- (bb) **"Shared Facilities"** means those portions of the Condominium over which the Residential Condominium enjoys an easement;
- (cc) **"Shared Facilities Agreement"** or **"SFA"** means the mutual easement and cost-sharing agreement to be entered into between the Declarant and the Corporation (with the Declarant entering into same for and on behalf of the Residential Condominium) and providing, amongst other things, for the mutual use, maintenance and cost-sharing of the Shared Facilities. The term "Shared Facilities Agreement" shall also be deemed to include, in its definition, any supplementary agreement(s) or counterpart agreement(s) which affirms, amends and/or supersedes the original Shared Facilities Agreement between the aforementioned parties and/or their respective successors and assigns and/or the Residential Condominium;
- (dd) **"Shared Facilities Costs"** means the aggregate of all costs and expenses incurred in connection with the Shared Facilities, all as provided in the Shared Facilities Agreement and shall include without limitation, the costs and expenses incurred in connection with the maintenance, repair and operation of the Shared Facilities, including without limitation, the cost of maintaining and repairing all electrical and mechanical equipment, fixtures and installations comprising same or appurtenant thereto, together with the amount of any municipal, provincial or federal taxes and/or common expenses assessments attributable to the Shared Facilities (or any portion thereof) and any common expenses payable in respect of the Amenity Unit;
- (ee) **"Unit Owner's Individual Servicing System"** means any mechanical or electrical system (including, without restricting the generality of the foregoing, any heating, cooling, air conditioning, refrigeration, plumbing, ecology, environmental air filtration, fire protection, fire alarm, sprinkler, sound insulation, heat insulation or ventilation system) and any signage display, lighting displays and advertising or business identification installations (including any awning, canopies and posters) which exclusively services any one unit (or any adjacent units owned by the same owner or any persons affiliated or associated with such owner) and the installation of which were not paid for by the Condominium but are being paid for and installed at the expense of the owner of any such unit benefitting from such servicing system, display or installation as referred to herein;
- (ff) **"South Unionville Square"** means the phased Condominium pursuant to Part XI of the Act to be created on the lands legally described as part of Lot 9, Concession 6 (Geographic Township of Markham), Blocks 172, 173 and 174, Plan 65M-3178 and part of Lots 1, 2 and 3, Plan 2196, City of Markham, Regional Municipality of York, designated as Part 1 on Reference Plan 65R-34162 ("**Phase I**") and part of Lot 1, Plan 2196, City of Markham, Regional Municipality of York, designated as Part 2 on Reference Plan 65R-34162 ("**Phase II**");
- (gg) **"Units"** means all portions of the condominium designated as a unit, collectively, as the context may require.

## 1.2 Act Governs the Lands

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 Phased Condominium

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

## 1.4 Consent of Encumbrancers

The consent of every person having a registered mortgage against the Property or interests appurtenant thereto is contained in Schedule "B" attached hereto.

## 1.5 Inclusions/Exclusions from Units

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

### Residential Units

- (a) Each Residential Unit **shall include** all pipes, wires, cables, conduits, ducts, mechanical and electrical apparatus and the branch piping extending to, but not including, the common pipe risers, all of which provide a service or utility to the particular Unit, regardless of whether or not same are located outside the Unit boundaries described in Schedule 'C'. Each Residential Unit **shall also include** the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, including the shut-off valve, all of which provide a service or utility to that particular Unit, regardless of whether or not same are located outside the Unit boundaries described in Schedule 'C'.
- (b) Each Residential Unit **shall exclude** any load bearing wall or column that provides support to another Unit or the Common Element, exterior door and frame, window and frame, all pipes, wires, cables, conduits, ducts, shafts, flues and mechanical and electrical apparatus, carbon monoxide detectors, fire alarms, security or sprinkler systems, all of which are situate in the Unit and provide a service or utility to another Unit(s) or the Common Element.

### Commercial/Retail Units, Corridor Units, Management Office Units, Promotional Unit

- (a) Each unit described above **shall include** grease interceptors, the exterior doors, door frames, windows and window frames, the Unit Owner's Individual Servicing System and without limiting the generality of the foregoing, all pipes, wires, cables, conduits, ducts, mechanical and electrical apparatus, including, but not limited to, the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, that provide a service or utility to the Unit only, regardless of whether or not same are located outside the boundaries of the Unit described in Schedule 'C'.
- (b) Each unit described above **shall exclude** any load bearing walls and columns, that provides support to another Unit or the Common Element and any pipe, wire, cable, conduit, duct, shaft, sprinkler, fire alarm, security system, carbon monoxide detector, mechanical and electrical apparatus, which are situate within the Unit and which provide a service or utility to another Unit or the Common Element.

### Parking Units

- (a) Each Parking Unit has no inclusions.
- (b) Each Parking Unit, **shall exclude**, all equipment or apparatus including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hoses, floor area drains and sump pumps, sprinklers, lighting, fixtures, air-conditioning or heating equipment appurtenant thereto, which provide any service to the Common Elements or Units, including all curbs, wall structures and support columns and beams as well as any additional floor surfacing (membranes, asphalt and additional coatings included), which may be located within any Parking Unit.

### Kiosk Unit

Each Kiosk Unit **shall include** all electrical receptacles that supply any service to the Kiosk Unit regardless of whether same are installed or located within or beyond the boundaries of said Unit.

### Outdoor Terrace Unit

There are no inclusions or exclusions to the Outdoor Terrace Unit.

## 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 proportion set forth opposite each unit number in Schedules "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.

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

The Corporation's address and mailing address shall be c/o 89 Skyway Avenue, Suite 200, Toronto, Ontario, M9W 6R3. The Corporation's municipal addresses are 8333 Kennedy Road, 8339 Kennedy Road, 28 South Unionville Avenue, 30 South Unionville Avenue and 32 South Unionville Avenue, Markham, Ontario.

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### 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.

## ARTICLE II

### 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 or her proportionate share of the common expenses and the assessment and collection of contributions toward common expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any By-laws or Rules in force from time to time by any Owner, or by such owner's tenants, and/or their employees, and/or their respective invitees or licensees, or as a result of any breach or non-compliance with any Applicable Zoning By-laws, or other laws or regulations, or by reason of an extraordinary expense and which is directly attributable to the use made by any owner of a Unit or by such owner's tenants, employees, as aforesaid and/or their respective invitees or licensees, shall be borne and paid for by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.

#### 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 the 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 provisions of the Act; and
- (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.

#### 2.5 Extraordinary Expense

In the event the Board, acting reasonably, determines that any Owner is consuming an extraordinary amount of utilities, the Board shall have the right to install a separate check or consumption meter appurtenant to or within such Owner's unit to measure all or any part of the utility consumed by such unit or units in order to quantify and measure such Extraordinary Expense, which meter, the Board or its designated agents alone shall read or verify on a regular basis as below described and which such owner shall be obliged to maintain and repair at its sole cost and expense at the discretion and control of the Board.

- (a) Upon such installation being completed, such owner shall be solely responsible to pay to the Corporation, the Extraordinary Expense determined or established pursuant to the reading taken by or on behalf of the Corporation of such check or consumption meter appurtenant to its Unit as aforesaid, without reducing the proportionate share of common expenses that such Owner shall otherwise be liable to pay. Such Owner shall be responsible to reimburse the Corporation for the cost of installation of each such check or consumption meter as well as for its required replacement, maintenance or repair and shall reimburse the Corporation for the cost of removal of such meter which the Board in its discretion desires to remove, including at any point in time when the Extraordinary Expense is no longer being consumed in connection with such Owner's Unit; and
- (b) Each Unit Owner shall be obliged to pay the Corporation his or her Extraordinary Expense on or before the fifth (5th) day following receipt of an invoice from the Corporation setting out the Extraordinary Expense required to be paid. All such payments pursuant to this provision are deemed to be additional contributions towards the common expenses and recoverable as such.

### ARTICLE III

#### 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 of the Condominium, injure any person, or impair the structural integrity of any Unit or Common Element area;
- (c) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Units;
- (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;
- (e) would lead to a contravention by the Corporation or by other owners of the Applicable Zoning By-laws or of any terms or provisions of any agreements with any municipal or other governmental authority and which are registered on title to the Property or which otherwise affect the Property ("**Development Agreements**") or which would require obtaining the consent or approval of any person pursuant to the terms of the Development Agreements.

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-law 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 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 by the Board, from time to time.

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- (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.
- (c) Notwithstanding any other provision of this Declaration to the contrary, the owners of the Commercial/Retail Units shall have the full access to and shall have the use and enjoyment of the Common Element areas of this Condominium, for the purpose of servicing, repairing, maintaining, replacing or inspecting the Unit Owner's Individual Servicing System as required to permit that servicing system or installation to function and operate in accordance with its permitted or contemplated use. Furthermore, the Owners of such Units shall have such access to and over the Common Element areas of this Condominium as is necessary to adequately maintain and repair their respective Units or conduct any act permitted to be made to or in their Units, all in accordance with the provisions of this Declaration. However all such access shall only be with the prior written consent of the Corporation.

#### 3.4 Modifications of Common Elements, Assets and Services

##### (a) General Prohibition

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

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

The Corporation may make a 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 Owner in accordance with subsections 97 (4), (5) and (6) of the Act.

#### 3.5 Permitted Modifications

For the purposes of this Declaration, and for the purposes of regulating and managing the affairs of this Corporation and the Corporation's compliance with any provisions of the Act, and this Declaration, the following acts, (the "**Permitted Modification(s)**") shall not be considered additions, alterations, improvements to, or renovations of the Common Elements of the Corporation, nor a change in its assets:

- (i) any installation, alteration or improvement in a Commercial/Retail Unit, which involves a Minor Installation onto the Common Elements;
- (ii) any alteration, addition, change, improvement or renovation made within any Commercial/Retail Unit that a tenant of a commercial or retail unit or store in a shopping plaza might ordinarily or reasonably be permitted to make as a leasehold improvement under the terms of a lease, in order to allow such tenant's store to function or operate;
- (iii) the removal or replacement of any wall situate between Commercial/Retail Units or which constitutes part of the unit but which serves to separate units from Common Elements (provided the provisions of this Declaration are complied with) or the making of any full or partial enclosure of any unenclosed open area within the unit or any other unenclosed area within the boundary limits of any Commercial/Retail Unit but which is situate beyond the physical limit of any wall, glass panel, door or other physical installation that physically encloses that unit;
- (iv) any extension of the boundary or limit of any physical installation physically enclosing a Commercial/Retail Unit up to the outer limit of any such unit, or the enclosure of any boundary or side of any Commercial/Retail Unit; or



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- (v) the alteration or removal of non-structural or non-load bearing walls or columns, within any Commercial/Retail Unit (provided the provisions of this Declaration are at all times complied with).

### 3.6 Minor Installations onto the Common Elements

- (a) Notwithstanding any provisions of this Declaration or the By-laws or Rules hereafter passed or enacted to the contrary, but subject to the provisions of this section, each owner of a Commercial/Retail Unit shall be entitled to install, encroach upon, protrude onto, puncture, pierce, alter or hang equipment from, any part of the Common Elements of the Corporation (hereinafter referred to as a ("**Minor Installation onto the Common Elements**") for the following purposes:
  - (i) to install, alter, repair, replace or upgrade any Unit Owner's Individual Servicing System;
  - (ii) to hook onto or connect any Unit Owner's Individual Servicing System into any of the Condominium's servicing systems, provided such hook up or connection was not provided in the mechanical, electrical, servicing or architectural drawings of the Condominium at the time of registration of this Declaration;
  - (iii) to recover or erect partitions and/or walls located between any two Commercial/Retail Units, or which are situate between any such units and any adjacent Common Element areas and to replace, demolish or remove any such partitions and/or walls which are non-load bearing or non-structural walls or partitions;
  - (iv) to alter, replace, demolish or remove non-structural or non-load bearing walls or columns within the Commercial/Retail Units and ultimately to reconstruct them;
  - (v) to alter, replace or install any existing or new floor coverings, wall coverings, ceiling coverings, light fixtures, window coverings, store displays and facades, signage, canopies, advertising, and other similar finishing and/or installations so as to assist or facilitate the owners thereof in the operation or conduct of the commercial or retail business, or other activity which is permitted by this Declaration to be carried on within such Commercial/Retail Units; or
  - (vi) generally to conduct such improvements, or renovations which the owners of any Commercial/Retail Unit and their tenants, agents and employees desire to make or effect to these units, which are necessary or desirable to assist them in, the operation or conduct of any commercial business or other activity which is permitted by this Declaration to be carried on within such Commercial/Retail Units.

Prior to commencing a Minor Installation onto the Common Elements, the unit owner purporting to carry out same must first comply with the applicable requirements herein. Notwithstanding the foregoing, the Declarant shall not be required to comply with the requirements set out hereunder, when making or effecting a Minor Installation onto the Common Elements unless said provisions specifically provide that the Declarant (as opposed to an owner of a Unit) is obliged to do so.

- (b) No owner shall be entitled to allow any encroachment of any installation or facility onto any part of the adjacent Common Element areas of the Condominium which is situate beyond the limit of the boundaries of any unit where such boundary forms the vertical plane or line of face of any wall systems or any perimeter wall as illustrated on the description plan of the Condominium, or which is situate more than 8 inches beyond any boundary of a unit where such unit boundary forms the line of face of concrete, concrete block, or brick parameter walls or the line of face of columns or pillars, as such boundary is illustrated on the description plan of the Condominium.
- (c) General Requirements for a Minor Installation on to the Common Elements

Prior to commencing a Minor Installation onto the Common Elements, the following requirements must be satisfied by the owner purporting to carry out same, namely:

- (i) copies of all plans and specifications prepared by a certified architect or engineer must first be delivered to the Board. The aforesaid plans and specifications shall delineate all proposed construction in the Unit and illustrate in sufficient detail, the manner in which the Common Elements of the Corporation may be affected;
- (ii) the owner, in making the Minor Installation onto the Common Elements, must comply with the provisions of all Rules, regulations and ordinances of any applicable

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governmental authority including without limiting the generality of the foregoing, paragraph 3.7 of this Article III;

- (iii) the Board must be satisfied, acting reasonable, that the use made by other unit owners and/or the Corporation of the units and Common Elements will not be unduly or unreasonable altered, disturbed or interfered with by such Minor Installation onto the Common Elements and that such construction in the applicable Unit will not unduly affect the structural or visual integrity of any other unit or of the Common Elements nor will adversely interfere with the electrical, heating or other mechanical fixtures, equipment or systems servicing other units or the Common Elements, and if the Board makes such determination, it may require the payment of a cash deposit or the posting of a letter of credit or security satisfactory to it to secure any of the obligations or matters described or referred to in this subparagraph;
- (iv) adequate measures must be taken by such unit owner so that any noise, interference or vibration caused to any other owner or to any part of the Condominium arising from the construction or installation activity within the Unit or in any Common Element area of the Condominium is minimized;
- (v) such owner seeking to effect the Minor Installation onto the Common Elements must agree to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims or liabilities which it may incur or suffer as a result of or in connection with such Minor Installation onto the Common Elements and such owner must agree to execute such further assurances as the Board may reasonable require in connection herewith;

on the express understanding that the Declarant, when carrying out a Minor Installation onto the Common Elements, shall only be obliged to comply with the requirements set out in subsection 3.6(c)(i) and (ii) above.

(d) Additional Requirements for a Unit Owner's Individual Servicing System Installation

Where a Minor Installation onto the Common Elements also constitutes a Unit Owner's Individual Servicing System installation, then the following additional requirements must also be satisfied prior to commencing any work on such Unit Owner's Individual Servicing System installation:

- (i) plans and specifications showing the nature of the installation and showing the altered layout, and interior partitions of the unit, and the servicing requirements and outlets for the unit must be submitted to the Board for review and approval by the Condominium's designated engineer;
- (ii) the Condominium's designated engineer must be satisfied, in its professional opinion, that the Owner's Individual Servicing System installation will not disrupt the servicing or operation of any of the other Units for their intended purpose; that it will not give rise to the consumption of services or utilities constituting for such Unit, an Extraordinary Expense, and that it will not lead to or result in the services or utilities supplying that unit and other units in the Condominium affected by the service installation, to exceed the permitted utility or service tolerance or maximum consumption capacities designated for the units they are designed to serve;
- (iii) the Condominium's engineer must be satisfied that the Unit Owner's Individual Servicing System installation meets any applicable local utility requirements and the requirements of the Ontario Building Code and Electrical Code (if applicable) and are within the permitted utility or service tolerances (or maximum consumption capacities) designed for the units in question in order to ensure that the Condominium's overall hydro service(s) will not, after such installation, exceed permitted or acceptable levels. If such tolerances or capacities will be exceeded, then such unit owner will be required to satisfy the reasonable requirements imposed by the Condominium's professional engineer as a result;
- (iv) the contractor performing such Owner's Individual Servicing System installation, must be approved by the Condominium's engineer, acting reasonably;
- (v) adequate liability insurance naming the Condominium as a named insured must be procured (with a certified copy delivered to the Board) by the unit owner, with such provisions to be contained therein as the Condominium or its designated insurer deems adequate to protect it from liability for loss and/or damage to persons and/or property occasioned from the installation and operation of such service installation;

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- (vi) if a Unit Owner's Individual Servicing System installation consists of any advertising or business identification installations including any sign, display, poster, awning or canopy, then the installation must be compatible with the visual integrity of the rest of the Condominium as determined by the Board, acting reasonably and the restrictions with respect to signs provided elsewhere in this Declaration; and
- (vii) any and all fees and costs incurred by the Condominium with respect to any of the foregoing matters (including without limitation the fees and cost of the Condominium's designated engineer), shall be paid for in advance, by the unit owner carrying out the Unit Owner's Individual Servicing System installation;

on the express understanding that the Declarant shall not be obliged to comply with any of the foregoing requirements when affecting a Unit Owner's Individual Servicing System installation.

- (e) In addition to the foregoing requirements set out above, the Board shall be entitled to impose additional reasonable requirements upon a unit owner desiring to carry out a Minor Installation onto the Common Elements, on the express understanding however, that any additional requirements will not apply to the Declarant and must not be so onerous or prohibitive so as to constitute a prohibition of such activity.

### 3.7 Requirements of the Corporation of The City of Markham (the "City")

- (a) Building Permit Applications are required for all construction affecting the Common Elements including Minor Installations on to the Common Elements.
- (b) The Corporation is responsible for ensuring that construction anywhere within the Common Elements or units is authorized by the City and complies with the applicable provisions of the Ontario Building Code, in force from time to time and all applicable laws. In the event an owner fails to obtain the appropriate permit any costs incurred by the Corporation pursuant to this provision shall be added to the common expenses for said unit and may be collected as such.
- (c) Owners shall not do any work on Common Elements (including Minor Installations on the Common Elements) (that may be approved by the Board pursuant to this Declaration) without first obtaining from the City a building permit and providing a copy of same to the Corporation.

### 3.8 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:

- (i) 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 in this Condominium, from time to time;
- (ii) 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 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 the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or any one 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
- (iii) 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, representative and/or invitees over the Common Element areas of this Condominium;

until such time as all of the Units in this Condominium (including any subsequent phase of this Condominium) have been transferred by the Declarant.

### 3.9 Storage of Refuse

No outdoor storage of refuse will be permitted on the site. Storage of refuse shall only be permitted within the designated refuse storage rooms on the Property and in accordance with all requirements of governmental authorities. The refrigerated refuse storage room may only be used for the temporary storage of refuse that is required, by law, to be refrigerated.

### 3.10 Use of Common Element Areas for Promotion

- (a) Subject to subparagraph (b) of this paragraph 3.10, the Condominium may grant to each Owner of any Commercial/Retail Unit on a short term basis (for periods of not more than fourteen (14) days and renewable for successive fourteen (14) day periods) separate, non-exclusive licenses of any part of its Common Element areas which are adjacent to or in the neighbouring vicinity of any such Commercial/Retail Unit owned by any such owner. Such licenses shall be granted for the express purpose of allowing such Unit Owner (and its tenants and permitted occupants) to occupy such Common Element areas under license, for the purposes of:
- (i) displaying their goods, services and merchandise in or on such areas on removable shelves, racks and other similar displays;
  - (ii) maintain temporary displays, signs, posters decorations, thereon;
  - (iii) maintaining entertainment features, special features, shows, displays and the like thereon; or
  - (iv) maintaining promotional activities within such areas, all of which will promote the industrial operation of the business or business carried on within the unit of the owner, in whose favour such license(s) is/are being granted.
- (b) The Condominium shall be required to grant such licenses only for general promotion of the Commercial/Retail Units at such times throughout the year as determined by the Board of Directors provided same shall be conducted to the standard as determined by the Board of Directors and further subject to the imposition of any restrictions, terms or conditions that the Condominium may wish to impose upon such Unit Owner.
- (c) Subject to subparagraph (b) of this paragraph 3.10, the Condominium shall itself be empowered to use any part of its Common Element area from time to time on a non-continuous basis,
- (i) to conduct any special features or programs and/or promotional activities thereon;
  - (ii) to maintain any display or promote any entertainment activity;
  - (iii) to permit the erection of decorative installations thereon;
- any of which activities will serve to support or assist the commercial operations and activities conducted in the units in the Condominium.

### 3.11 Pets

No animal, livestock or fowl (other than a guide dog or similar pet used to assist the disabled) are permitted to be on or about the Common Elements, including the exclusive use Common Elements.

### 3.12 Additional Provision relating to the Grocery Store Units

Inasmuch as the occupant of the Grocery Store Units is an anchor tenant which is intended to bring many customers to the Condominium, the following additional provisions relating to the Common Elements of the Condominium shall apply as long as all or substantially all of the Grocery Store Units are being occupied as a grocery store:

- (a) the Owner or occupant of the Grocery Store Units shall have a licence to exclusively use up to eight parking spaces on the outdoor common elements on Level 1 as shopping cart storage areas. Such Owner or occupant shall, from time to time and on written notice to the Corporation, be permitted to change the location of the shopping cart storage areas within these areas. Furthermore, such Owner or occupant shall have a licence to exclusively use common elements areas on all levels of the Condominium to accommodate the storage of approximately 250 full size shopping carts. The areas to be used for storage of shopping carts shall be selected by the Owner or occupant of the Grocery Store Units and may be changed by

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such Owner or occupant from time to time with written notice of same to the Corporation. Such Owner or occupant shall be responsible to maintain and repair any areas used for the storage of shopping carts;

- (b) notwithstanding the other provisions of this Declaration with respect to signage and subject to complying with all signage by-laws of the City of Markham, (i) the occupant of the Grocery Store Units shall be entitled to use its standard signage design, colours and logo and the approval rights of the Declarant and the Corporation contained herein shall only relate to the size and location of such occupant's signage; and (ii) such occupant shall be entitled to install its chain-wide window graphics and signage on the inside of the windows within the Grocery Store Units;
- (c) no building or other permanent structure may be constructed on the outdoor common elements on Level 1 of the Condominium;
- (d) the Corporation has the right to temporarily interrupt the use of any of the Common Elements and the supply of any services when necessary by reason of accident or during the making of repairs, replacements, alterations or improvements in the judgment of the Corporation necessary or desirable to be made until the repairs, replacements, alterations or improvements have been completed to the satisfaction of the Corporation, provided that: (i) such repairs, replacements, alterations and improvements may only be undertaken during the hours from 11:59 p.m. to 6:00 a.m. or during any other hours when the occupant of the Grocery Store Units is closed for business; (ii) except in an emergency, at least five (5) days prior written notice is provided to the occupant of the Grocery Store Units and (iii) all reasonable steps shall be taken to minimize any interference with the use and enjoyment of the Grocery Store Units by the occupant of the Grocery Store Units, both as to the extent and duration of such interference;
- (e) notwithstanding paragraph 4.3(c) hereof, the occupant of the Grocery Store Units shall, subject to applicable municipal by-laws, be entitled to install a satellite dish having a diameter of no more than three (3) feet on the roof of the Condominium building for the purpose of recording and transmitting its sales and other information to its corporate head office. Such occupant shall be responsible for any damage to the roof caused by the installation, maintenance and removal of such satellite dish;
- (f) in addition to its statutory rights under the Act, the owner of the Grocery Store Units shall be entitled to receive from the Corporation, at no cost to such owner, copies of whatever financial records and invoices it requires in order to substantiate an accounting between such owner and the occupant of the Grocery Store Units;
- (g) the Corporation shall maintain at all times a minimum of five (5) parking spaces per 1,000 square feet of retail space (with sufficient handicapped parking spaces as required by law), a minimum of 15 foot sidewalk and traffic calming speed bumps in front of the entrances to the Grocery Store Units as well as traffic control signs as required (stop signs, handicapped parking, etc.) and protective bollards throughout the Condominium as necessary;
- (h) the occupant of the Grocery Store Units shall have the exclusive right to use the dedicated shopping cart elevator and shall accordingly be responsible for its maintenance, repair and replacement when necessary. Other than the shopping cart elevator, the Corporation shall maintain at all times all other elevators and escalators in the Condominium and may not reduce the number thereof or the hours that same operate without the prior written consent of the occupant of the Grocery Store Units;
- (i) the Corporation may not charge a fee for parking in the parking spaces in the Common Elements of the Condominium, provided that same shall not prevent the ticketing of vehicles parked for periods of time or in places that are in contravention of the Rules of the Condominium; and
- (j) the Owner of the Grocery Store Units and its tenants, and their respective agents and invitees shall have full and reasonable access to common element areas of the Condominium to inspect, maintain, repair and replace all services that service such Units including, without limitation, sanitary lines, floor drains, grease interceptors, refrigeration lines, refrigeration pits, HVAC and exhaust ducts, vent pipes, refrigeration piping and communication wiring.

## ARTICLE IV

## UNITS

4.1 General Use

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

- (a) No Unit shall be occupied or used by an Owner or anyone else, in such a manner as is 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 or enjoyment by other owners of the Common Elements or their respective 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 an 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 Unit, other than the Declarant (except as is contemplated in this Declaration or in the By-laws, or in any agreement authorized by By-law) 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 such 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 or her next monthly contribution towards the common expenses after receipt of a notice from the Corporation, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards common expenses and recoverable as such; and
- (b) The Owner shall comply, and shall require all members of his or her family, occupants, tenants, invitees, servants, agents, contractors and licensees of his or her Unit to comply with the Act, the Declaration, the By-laws, and all agreements authorized by By-law and the Rules.

4.2 Commercial/Retail Units

- (a) No Commercial/Retail Unit shall be used for any purpose or in any manner which:
  - (i) shall constitute a nuisance to, or otherwise unreasonably interfere with, the Owners or occupants of the Condominium;
  - (ii) results in the storage of any hazardous or noxious chemicals or materials;
  - (iii) substantially increases the security costs for guarding or maintaining the Property provided that if one or more Units are used for a purpose that substantially increases the security costs of guarding or maintaining the Property, the excess cost can be assessed against the Owner as common expenses and recovered as such;
  - (iv) constitute a breach or contravention of any Applicable Zoning By-law;
  - (v) is contrary to or in non-compliance with any restrictive covenants or restrictions established by the Declarant or by any entity on its behalf and which are registered on title to a Commercial/Retail Unit or any portion of the Property.
- (b) Not more than 20% of the total floor area of the Condominium may be used as a restaurant.
- (c) Subject to compliance with applicable laws, there are no restrictions on hours of operation of the Commercial/Retail Units.
- (d) None of the Mall Units or the Kiosk Units may be used as a sit down restaurant or as a pet store.
- (e) None of Units 118 to 381 inclusive and 388 to 394 inclusive on Level 2 may sell food prepared on the premises nor may they conduct any cooking activities therein. For greater certainty, the preparation of beverages shall not be considered to be a cooking activity

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- (f) None of the Units on Level 2 other than the Restaurant Units, may be equipped with an exhaust system.
- (g) No walls may be erected in or around the perimeter of the Kiosk Units.
- (h) No change shall be made in the colour of any window, door, glass or screen or of a Unit except with the prior written consent of the Board.
- (i) (i) For the purpose of this subparagraph, "Vertical/Horizontal Party Wall" means a vertical or horizontal wall constructed along the boundary between two (2) Commercial/Retail Units shown in the Description as a vertical plane. Where and to the extent that concrete, concrete block or masonry portions of walls/floors/ceilings or columns located within the Commercial/Retail Unit are not load-bearing walls or columns, and contain no service conduits that service any other Unit or the Common Elements, an Owner may, with prior written consent of the Board which may attach any reasonable condition to its consent, including obtaining the approval of the insurer of the Property and the Owner's written agreement to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims, and/or liabilities which the Corporation may suffer or incur as a result of or in connection with such work:
  - (a) erect, remove or alter any internal walls or partitions within his or her Commercial/Retail Unit; or
  - (b) where he or she is the Owner of two (2) or more adjoining Commercial/Retail Units, erect, remove or alter along all or part of those portions of the vertical or horizontal boundaries of each of such adjoining Commercial/Retail Units shown in the Description as a line or plane, any Vertical/Horizontal Party Wall between his or her Commercial/Retail Unit and such adjoining Commercial/Retail Unit, or any soundproofing or insulating material on his or her Commercial/Retail Unit side of such Vertical/Horizontal Party Wall.

The Declarant shall be permitted to perform any work described in this paragraph without first obtaining the prior written consent of the Board.

- (ii) Prior to performing any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall lodge with the Board the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements will not be impaired and such work will not interfere with or impair any structure where there is functioning or operating machinery and equipment which is part of the Common Elements.
- (iii) All work performed under subparagraph (i) above will be carried out in accordance with:
  - (a) the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances;
  - (b) the provisions of the By-Laws of the Corporation and the conditions, if any, of approval by the Board; and
  - (c) the drawings, specifications and data lodged with the Board.
- (iv) Forthwith following the completion of any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall deliver a further certificate from the said architect and/or engineer, or such other architect and/or engineer as may be acceptable to the Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any structure or the functioning or operation of any machinery and equipment which is part of the Common Elements; or failing such certifications, specifying in reasonable detail the reasons why such certification cannot be made.



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- (v) Notwithstanding the removal of the whole or any portion of any demising or partition wall or floor/ceiling as aforesaid, the adjoining Commercial/Retail Units thereto shall still constitute two separate Commercial/Retail Units, as illustrated in the Description and all obligations of the Owner(s) of the said two adjoining Commercial/Retail Units, whether arising under the Act, the Declaration, the By-Laws or the Rules of the Condominium, shall remain unchanged.
- (j) No pets (other than non-exotic caged pets or fish in an aquarium or a guide dog or similar pet used to assist the disabled) may be brought into the Commercial/Retail Units.
- (k) All sliding doors providing access to Units 95 to 386 inclusive on Level 2 shall remain in the open position when such Units are open for business.

#### 4.3 Residential Units

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

- (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 number of individuals who may occupy a Residential Unit shall be the same as the number permitted by the local municipal by-laws from time to time. 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 Unit, until all Units in the Corporation have been conveyed by the Declarant, or its related companies.
- (b) No change shall be made in the colour of any exterior glass, window, door or screen of any Unit except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the building, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his or her Unit, except with the prior written consent of the Board, and further, when approved, subject to the rules. All shades or other window coverings shall be white or off white when visible from the outside and all draperies shall be lined in white or off white to present a uniform appearance to the exterior of the buildings. No clothesline or similar device shall be allowed on any portion of the Property nor shall clothes or other laundry be hung anywhere on the Property;
- (c) No exterior aerial or antenna or satellite dish shall be placed anywhere on the Property, including the Units and Common Elements.
- (d) No portable or window air conditioner shall be placed or installed on the outside of window sills or projections. Any Owner may install a central air-conditioning unit provided that the written consent of the Board (not to be unreasonably withheld) is first obtained including approval of the location of the installation, the size and type of a central air-conditioning unit to be installed and approval of the method and manner of installation. Any unit owner who installs an air-conditioning unit as aforesaid shall be responsible at his or her sole cost and expense for the maintenance and repair of same and shall indemnify and save the Corporation harmless from and against any and all costs, expenses, damage claims or liabilities which the Corporation may incur or suffer as a result of or in connection with the installation and/or operation of such air-conditioning unit. Owners are required to ensure that adequate measures will be taken to minimize noise and vibration which could disturb any other owner arising from the installation and/or operation of the air-conditioning unit and must have a sound rating less than or equal to 7.6 bels;
- (e) 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 Property or the Corporation or Units contained therein for sale;
- (f) In the event the Board determines, in its sole discretion, acting reasonably, that any noise or odour is being transmitted to another Unit and that such noise or odour is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Unit is adjacent to or wherever situated in relation to the offending Unit), then the Owner of such Unit shall at his or her own expense take such steps as shall be necessary to abate such noise or odour to the satisfaction of the Board. In the event the Owner of such Unit fails to abate the noise or odour, the Board shall take such steps as shall be necessary to abate the noise or odour and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise or odour, which expenses are to include reasonable solicitor's fees on a solicitor and his or her



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own client basis which shall be deemed to be additional contributions to common expenses and recoverable as such; and

- (g) No Owner of a Unit shall make any change, addition, modification or alteration, except for any change, addition, modification or alteration which is solely decorative in nature, in or to his or her 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. 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, that 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 condominium townhouse complex;
  - (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) obstruct the drainage pattern of the Property; or
  - (viii) offend any provisions of any municipal or zoning by-law or restriction.

#### 4.4 Parking Units

- (a) Each Parking Unit shall be used and occupied only for the parking of motor vehicles as may be from time to time defined in the Rules of the Corporation. It shall be the responsibility of the Owners to ensure that their vehicles can be properly operated and/or parked in the parking structure within the Property. The Owners of Parking Units shall not permit any portion of any motor vehicle parked within a Parking Unit to protrude beyond the boundaries of the Parking Unit and encroach upon any portion of the Common Elements or upon any other Unit. Each Owner shall maintain his or her Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of Parking Units.
- (b) 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 Units which right shall continue until one year following such time as all the Residential in this Corporation have been transferred.
- (c) Any or all of the Parking Units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any the Residential Units, provided however, that any sale, transfer, assignment, lease or other conveyance of any Parking Unit shall be made only to the Declarant, to the Corporation or to any owner of a Residential Unit in this Corporation. Parking Units may be leased to tenants in actual occupation of Residential Units subject to the provisions in this Article IV of the Declaration. Any instrument or other document purporting to affect a sale, transfer, assignment or other conveyance of any Parking Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever.
- (d) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of any of the Parking Units the Board may, from time to time, designate the said Units for alternate uses, provided that such alternate use is in accordance with the requirements and the by-laws of the City of Markham and approved by the requisite number of Owners at a meeting duly called for that purpose.
- (e) Parking Unit 65 on Level A (the “**Disabled Parking Unit**”) shall be subject to the following:
- (i) In the event that a “disabled driver”, as defined in the regulations promulgated pursuant to the Highway Traffic Act, R.S.O. 1990, c.H.8, as amended from time to time, including a driver whose licence plate incorporates the international symbol for the disabled, purchases or leases a Residential Unit and a Parking Unit which is not a Disabled Parking Unit, the owner or any person occupying the Disabled Parking Unit shall (if not disabled), upon notice from the Corporation and at the request of the

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disabled driver, exchange the right to occupy the Disabled Parking Unit with the disabled driver for the Parking Unit which was purchased or leased by the disabled driver, said exchange of the right to occupy said space to continue for the full period of the disabled driver's residence in the building.

- (ii) When a disabled driver requests an exchange of occupancy rights for the Disabled Parking Unit, the Corporation shall forthwith notify the Owner of and any person occupying the Disabled Parking Unit and the Owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice provided said Owner or occupant is not a disabled driver.
- (iii) No rent, charges, fees or costs whatsoever shall be charged by the owner, occupant or the Corporation in connection with the exchange of the right to occupy.

#### 4.5 Corridor Units

The Corridor Units, when in common ownership with all of the Commercial/Retail Units abutting the Corridor Units may be used for any purpose permitted in the Commercial/Retail Units. In the event one or more of the Commercial/Retail Units abutting Corridor Units are held in separate ownership, the sole use such Corridor Unit shall be to provide ingress and egress to the Commercial/Retail Units. Corridor Units may only be owned in conjunction with abutting Commercial/Retail Units in such a manner that the Owner of each such unit shall have direct access to common element areas of the Condominium.

#### 4.6 Management Office Unit

The Management Office Unit shall be used only as an office for the property manager appointed by the Corporation from time to time.

The Corporation shall purchase the Management Office Unit from the Declarant for a purchase price of two hundred thousand (\$200,000.00) dollars exclusive of HST. The Corporation shall give and the Declarant (or such entity as directed by the Declarant) shall take back a mortgage (the "**Mortgage**") for the full purchase price. The Mortgage shall bear no interest for the first year of the term and thereafter, for the balance of the term, shall bear interest at a fixed rate of interest being four (4.0%) percent over the Government of Canada Bond Yield in effect on the Registration Date, calculated semi-annually, not in advance. The Mortgage shall have a term of eleven (11) years commencing on the Registration Date. Blended monthly installments on account of principal and interest shall be computed based on an amortization period of ten (10) years and shall be payable commencing on the thirteenth month following the date of the Registration Date.

The transfer of the Management Office Unit and the giving of the Mortgage of the Management Office Unit shall take place within thirty (30) days following the Registration Date.

#### 4.7 Promotional Unit

The Promotional Unit shall only be used as a staging, exhibition or promotional area for the benefit of the Commercial Unit Owners and their tenants, for the benefit of the community or for and other purposes as determined by the Board from time to time. The use of the Promotional Unit shall be subject to the terms and provisions of all applicable municipal by-laws and regulations pertaining to the Property and shall also be governed by the Rules of the Condominium in force from time to time.

#### 4.8 Outdoor Terrace Unit

The Outdoor Terrace Unit may be used as an outdoor amenity area by the Residential Condominium and by the owners and occupants of units therein. The Corporation may not make any Rules that restrict or limit this right in any way. The Declarant shall transfer title to the Outdoor Terrace Unit to the Residential Condominium after the Residential Condominium is registered. The Residential Condominium may place lights, tables, benches, barbecues or other similar equipment that would commonly be used in a terrace within the Outdoor Terrace Unit but may affix any such items to the common elements of the Condominium.

#### 4.9 Signs

Owners of Commercial/Retail Units shall be entitled to erect signs or any other similar advertising or identification installations or material within or affixed to the exterior surface or boundary of their respective Units on the exterior facade directly above or in front of the windows and all to be done at their own sole cost and expense in accordance with the sign uniformity plan for the Condominium that was originally established by the Declarant and approved by the City of Markham, as same may be amended from time to time by the Board with the concurrence of the City of Markham. Signage which is only visible inside the buildings comprising the Condominium shall be in accordance with the unit

signage guidelines established by the Declarant which guidelines shall be turned over to the Board at the turnover of the Condominium under Section 43 of the Act. All signage shall be in accordance with first class professional office practice, professionally made and installed and placed in such locations designated for such purpose, it being the intention that signs identifying an Owner's place of business be of uniform size and format as initially determined by the Declarant. Unless otherwise allowed by the Board no "mobile" signs or "sandwich board" type signs are permitted to be placed or erected outside of any Unit. Each Owner shall obtain a sign permit from the Municipality in accordance with the applicable sign by-law of the Municipality in force from time to time. In the event such activity entails the hook up into or connection with any electrical or mechanical system serving the Corporation, then the provision of sub-paragraphs 3.6(d) and 3.7 of this Declaration shall apply, but if it does not do so, (because the signage or display or similar installation does not consume electricity or any other utility) then only the provisions of sub-paragraphs 3.6(c) and 3.6(d) (i) and (vi) and 3.7 of this Declaration shall apply to such Owner.

#### 4.10 Leasing of Units

##### Notification of Lease:

- (a) Where an Owner leases his or her Unit, the Owner shall within thirty (30) days of entering into a lease or a 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 Form 5 as prescribed by Section 40 of Regulation 49/01;
  - (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 his or her Unit shall not be relieved thereby from any of his or her obligations with respect to the Unit, which shall be joint and several with his or her tenant.

#### 4.11 Further Restrictions on Use

Subject to the restrictions in paragraph 4.2 above, each Unit may, subject to the provisions of the Declaration, be occupied and used for any lawful purpose permitted by the relevant zoning by-laws for the Property from time to time, provided, that in order to protect the business interests of the Owners and tenants from time to time, the following uses are prohibited:

- (a) a massage parlour;
- (b) a tattooing establishment;
- (c) an escort service;
- (d) a business whose principal business is the sale of fireworks or firecrackers of any kind;
- (e) an auction, flea market, pawn shop or similar type business;
- (f) a adult entertainment facility, or an adult bookstore, video store or other adult facility principally selling or displaying adult paraphernalia or pornographic books, literature, videotapes, or digital video discs (material shall be considered "adult" or "pornographic" for such purposes if same is not available for sale or rental to, or viewing by, persons under 18 years of age);
- (g) a bowling alley;
- (h) a night club;
- (i) bingo parlour, off-track betting office or other business involving similar games of chance.

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- (j) light industrial operations;
- (k) parking heaving vehicles;
- (l) arcade or place of amusement;
- (m) place of worship;
- (n) vehicle dealership; and
- (o) vehicle repair facility.

#### 4.12 Exclusive Rights

As long as the Grocery Store Units are operated as a retail supermarket, no Owner of any other Unit in the Condominium may use or permit the use of such unit for the purpose of the sale of groceries, produce, meats or seafood. The occupant of the Grocery Store Units shall have the exclusive right to operate a supermarket in the Condominium. Under no circumstances, shall any other occupant of a Unit in the Condominium be permitted to sell (whether as a principal or ancillary use) any of the following: fresh or frozen meat, fresh or frozen seafood, fresh fruit or fresh vegetables and/or dairy products. Any large format drug store over 4,000 sq. ft., such as, but not limited to Shoppers Drug Mart, will not be permitted to have a grocery area that exceeds 1,500 sq. ft. Notwithstanding any restriction herein no more than 2,000 sq. ft. within the Condominium (other than in the Grocery Store Units) may be used as a convenience store.

As long as the Grocery Store Units are operated as a retail supermarket:

- (a) no occupant of any Unit in the building in which the Grocery Store Units are located which exceeds 1,500 square feet shall use such Units for the purposes of a health club, children's entertainment facilities, spa, gym, dance or exercise studio or club; and
- (b) no more than 50,000 square feet of Rentable Area in the Condominium may be used as restaurants of any type, no more than 38,000 square feet of Rentable Area may be used as sit-down restaurants and no more than 12,000 square feet of Rentable Area may be used as take-out or other types of restaurants.

### ARTICLE V

#### MAINTENANCE AND REPAIRS

##### 5.1 Repairs and Maintenance by Owner

- (a) Each Owner shall maintain his or her Unit, and subject to the provisions of this Declaration, each Owner shall repair his or her Unit after damage, all at his or her own expense. Without limiting the generality of the foregoing, each Owner shall maintain and repair:
  - (i) the interior and exterior surface of doors which provide the means of ingress and egress from his or her Unit and repair damage to those doors caused by the negligence of the Owner, occupants, family members, guests, visitors, tenants, licensees or invitees to his or her Unit;
  - (ii) the interior and exterior surface of all windows and repair damage to those windows caused by the negligence of the Owner, occupants, family members, guests, visitors, tenants, licensees or invitees to the Unit;
  - (iii) all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, that supply any service to his or her Unit only;
  - (iv) all exhaust fans and fan motors located in the Unit or adjacent Common Elements and services the Unit; and
  - (v) the exclusive use terrace and/or exclusive use front yard including decking and stairs to which his/her Unit has exclusive use in a clean and sightly condition, including grass cutting and other landscaping when applicable.
- (b) Each Owner shall further maintain, repair and replace the heating, air conditioning and ventilation equipment, including thermostatic controls contained within or outside of the configuration of the Unit and servicing his or her Unit only such maintenance to include regularly scheduled inspections of all such equipment. Such periodic maintenance shall include the cleaning and replacement of air filters. The Corporation may make provision in its

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annual budget for the maintenance and repair of the heating system, servicing each Unit, including the replacement of air filters, whereupon such costs shall be allocated as part of the common expenses. Each Owner shall be liable for any damage to the unit and/or Common Elements due to the malfunction of such equipment caused by the act or omission of an Owner, his servants, agents, tenants, family or guests. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board.

- (c) The Corporation shall conduct such maintenance and make any repairs that an Owner is obliged to make pursuant to paragraph 5.1 and that the Owner does not make within a reasonable time and in such an event, an Owner shall be deemed to have consented to having said repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of eighteen (18%) per cent per annum. The Corporation may collect all such sums of money in such instalments as the Board may decide upon. The instalments 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 to the Common Elements, which is caused by the failure of the Owner, his or her occupants, family members, guests, visitors, tenants, licensees or invitees to his or her Unit, to so maintain and repair his or her Unit and such parts of the Common Elements for which he or she is responsible, or caused by the negligence or wilful misconduct of the Owner, his or her occupants, tenants, licensees, or invitees, 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 Corporation

- (a) Save as otherwise specifically provided in this Declaration to the contrary, the Corporation shall maintain, and repair after damage, the Common Elements. In order to maintain a uniformity of appearance throughout the Condominium, the Corporation's duty to maintain and repair shall extend to all exterior surfaces of doors which provide access to the units, exterior door frames, exterior window frames and all exterior window surfaces, and any exterior perimeter fences erected by the Declarant along the boundaries of the Property.
- (b) Notwithstanding anything provided in paragraph 5.3(a) hereof to the contrary, it is understood and agreed that each owner shall be responsible for the maintenance of all interior door and window surfaces with respect to his or her Commercial/Retail Unit.
- (c) Every owner shall forthwith reimburse the Corporation for repairs to windows and doors serving his or her unit, following damage to same caused by such owner's negligence, or the negligence of his or her occupants, tenants, invitees or licensees.

## ARTICLE VI

### INDEMNIFICATION

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

## ARTICLE VII

### 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:

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- (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, tenant or other person 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.

(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 Owners' respective occupants, tenants, invitees or licensees, 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 the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;
- (iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and
- (v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.

- (c) Public Liability Insurance: Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than TWO MILLION (\$2,000,000.00) 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 its 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 any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment.

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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 or 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 Article VIII; 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 cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a Common Expense.

### 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 own 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 Commercial/Retail 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 expense 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.

### ARTICLE VIII

#### 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 of 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 not been substantial damage to twenty-five (25%) per cent of the building; or
  - (ii) there has been substantial damage to twenty-five (25%) per cent of the building and within sixty (60) days thereafter the Owners who own eighty (80%) per cent 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.



## ARTICLE IX

### DUTIES OF THE CORPORATION

- 9.1 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 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 South Unionville Square so that same are fully functional and operable during normal or customary hours of use.
  - (b) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any unit owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant and other owners of the South Unionville Square to construct, complete, maintain and repair the South Unionville Square (including Phase II) and to fulfill the Declarant's obligations to all governmental authorities. In this regard, the Declarant shall be permitted to erect hoarding or install tiebacks within the common elements of the Condominium or temporarily block portions of the common elements as necessary to complete the construction of Phase II.
  - (c) 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 any of the Condominium, as more particularly set out in the foregoing provisions of this Declaration.
  - (d) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by an Unit Owner, or their respective tenants or invitees which would prohibit, limit or restrict the access to, egress from and/or use any easement enjoyed by the South Unionville Square and/or their respective occupants, tenants and invitees as more particularly set out in the foregoing provisions of this Declaration.
  - (e) To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, shoring encroachment, development or similar agreements (as well enter into a formal assumption agreement with the City of Markham or other Governmental Authorities relating thereto, if so required by the City of Markham or other Governmental Authorities).
  - (f) To take all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the owner has defaulted in the payment of common expenses.
  - (g) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable television operators, over, under, 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.
  - (h) To accept and register within thirty (30) days of the Declarant's request, a Transfer/Deed of Land for any Units that the Declarant wishes to transfer to the Corporation.
  - (i) To enter into or assume the obligations, and abide by the provisions of an equipment lease agreement with (and in favour of) morEnergy Capital Corporation, their successors and assigns (hereinafter referred to as the "**Lessor**"), with respect to the lease by the Declarant on behalf of the Condominium Corporation (the "**Equipment Lease**") of the primary boilers, domestic water heaters, and the primary heating and air-conditioning units for the Units and Common Elements, including all appurtenant piping used in connection therewith (the "**Condominium Equipment**"). The Lessor may register a Notice of Lease of Chattels or a Notice of Security Interest or such other security documentation on title to the Property, and it shall be the duty of the Corporation to execute all documentation and provide all security to

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the Lessor and Declarant, as may be required from time to time, in this regard. The foregoing security interest will constitute a first security interest in all of the aforementioned Condominium Equipment, and will be evidenced and perfected by way of a financing statement registered against the Corporation under the *Personal Property Security Act* (hereinafter referred to as the "PPSA"), and by way of a notice of security interest under section 54(1) of the PPSA registered against the title to the common elements and each of the units in the Condominium. The foregoing duty shall also include the obligation of this Corporation to fully remit lease payments over the term of the Equipment Lease.

- (j) To neither amend this Declaration nor take any other action which may cause a Material or Adverse Impact to the occupant of the Grocery Store Units while such units are being used for grocery store purposes; it being understood that (i) such occupant is an anchor tenant which brings many customers to the Condominium; and (ii) that any such action shall be deemed to be oppressive and unfairly prejudicial to the owner and the occupant of the Grocery Store Units within the meaning of section 135 of the Act. In the event of any conflict or inconsistency between the provisions of this paragraph and the provisions of paragraphs 3.4, 3.5 or 3.6 of this Declaration, the provisions of this paragraph shall govern.
- (j) To take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration.

## ARTICLE X

### GENERAL MATTERS AND ADMINISTRATION

#### 10.1 Rights of Entry to the Unit

- (a) The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose 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) 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, including any part of the Common Elements over which any Owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists;
- (c) If an Owner shall not be personally present to grant entry to his Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care;
- (d) The 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.

#### 10.2 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.

#### 10.3 Waiver

The failure to take action to enforce any provision contained in the 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.

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10.4 Interpretation of Declaration

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

10.5 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 Markham, this 2<sup>nd</sup> day of April, 2013.

**JADE-KENNEDY DEVELOPMENT  
CORPORATION**

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

Name: Charles Mady

Title: A.S.O.

I/We have authority to bind the Corporation

**SCHEDULE 'A'**

In the City of Markham, in the Regional Municipality of York and the Province of Ontario, being composed of all of Blocks 172, 173 and 174 on Plan 65M-3178, part of Lots 1, 2 and 3 on Registered Plan 2196 and part of Lot 9, Concession 6 (Geographic Township of Markham), designated as Part 1 on Plan 65R-34162 (hereinafter called the "**Condominium Lands**").

**SUBJECT TO** an easement over the Condominium Lands in favour of Rogers Communications Inc. as set out in Instrument YR1657121.

Being part of PIN 02963-3594.

**RESERVING** rights of way or rights in nature of an easement in favour of the owner(s), their successors and assigns of part of Lot 1, Plan 2196, City of Markham, Regional Municipality of York, designated as Part 2 on Reference Plan 65R-34162 (the "**Phase II Lands**") over the common elements of this Condominium, which said rights-of-way or rights in the nature of easements are as follows:

- (a) for the purposes of providing unrestricted vehicular and pedestrian ingress and egress including, but not limited to, all manner of construction vehicles, garbage, maintenance, delivery and removal vehicles, necessary to the use and operation of the Phase II Lands;
- (b) for the access of persons, materials, vehicles and equipment necessary for the maintenance, repair, operation, installation and reconstruction of any mechanical or electrical apparatus, installation or equipment including, but not limited to, gas mains, water mains, storm and sanitary sewers, electrical cables, wires, conduits or ducts, telephone and cable television cables, wires, conduits or ducts, fire alarm systems, security systems and sump pumps all of which are necessary to the construction, use or operation of the improvements situate within the Phase II Lands;
- (c) in and through the common elements of this Condominium for the access of persons, vehicles, materials and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the improvements situate within the Phase II Lands;
- (d) a right-of-support in and through all structural members, including, but not limited to, load bearing walls, columns, floor and roof slabs, footings, foundation and soil all of which are situate within the Common Elements of the Condominium and are necessary for support of the Phase II Lands;
- (e) a temporary right-of-way or right in the nature of an easement in, over, along and upon the common elements of this Condominium for construction purposes, including, but not limited to, the erection of cranes, a crane base, hoarding, tieback and shoring systems, necessary for the construction of any improvements, including buildings on the Phase II Lands, which said temporary right-of-way or right in the nature of an easement shall be terminable upon the completion of construction of all such improvements; and
- (f) a temporary right-of-way or right in the nature of an easement in and through the common elements exterior to the building(s) of this Condominium, for the purposes of providing passage for an overhead crane swing, which said temporary right-of-way or right in the nature of an easement will be terminable upon the completion of construction of all buildings to be constructed on the Phase II Lands.

**RESERVING** rights of way or rights in nature of an easement in favour of the owner(s), their successors and assigns of part of Lots 1 and 2, Plan 2196 and part of Lot 9, Concession 6 (Geographic Township of Markham), City of Markham, Regional Municipality of York, designated as Part 3 on Reference Plan 65R-34162 (the "**Residential Condominium Lands**") over the common elements of this Condominium, which said rights-of-way or rights in the nature of easements are as follows:

- (a) for the purposes of providing unrestricted vehicular and pedestrian ingress and egress including, but not limited to, all manner of construction vehicles, garbage, maintenance, delivery and removal vehicles, necessary to the use and operation of the Residential Condominium Lands;
- (b) for the access of persons, materials, vehicles and equipment necessary for the maintenance, repair, operation, installation and reconstruction of any mechanical or electrical apparatus, installation or equipment including, but not limited to, gas mains, water mains, storm and sanitary sewers, electrical cables, wires, conduits or ducts, telephone and cable television cables, wires, conduits or ducts, fire alarm systems, security systems and sump pumps all of which are necessary to the construction, use or operation of the improvements situate within the Residential Condominium Lands;

- (c) in and through the common elements of this Condominium for the access of persons, vehicles, materials and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the improvements situate within the Residential Condominium Lands;
- (d) a right-of-support in and through all structural members, including, but not limited to, load bearing walls, columns, floor and roof slabs, footings, foundation and soil all of which are situate within the Common Elements of the Condominium and are necessary for support of the Residential Condominium Lands;
- (e) a temporary right-of-way or right in the nature of an easement in, over, along and upon the common elements of this Condominium for construction purposes, including, but not limited to, the erection of cranes, a crane base, hoarding, tieback and shoring systems, necessary for the construction of any improvements, including buildings on the Residential Condominium Lands, which said temporary right-of-way or right in the nature of an easement shall be terminable upon the completion of construction of all such improvements; and
- (f) a temporary right-of-way or right in the nature of an easement in and through the common elements exterior to the building(s) of this Condominium, for the purposes of providing passage for an overhead crane swing, which said temporary right-of-way or right in the nature of an easement will be terminable upon the completion of construction of all buildings to be constructed on the Residential Condominium Lands.

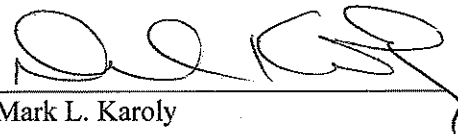
In my opinion, based on the parcel register and the plans and documents recorded in them, the legal description is correct, the easements will exist in law upon registration of the declaration and description, the declarant is the registered owner of the land and appurtenant interest.

The following is a legal description of the servient lands:

In the City of Markham, in the Regional Municipality of York and the Province of Ontario, being composed of part of Lot 1 on Registered Plan 2196 designated as Part 2 on Plan 65R-34162.

**HARRIS SHEAFFER, LLP**  
 Solicitors and duly authorized  
 Representatives of  
**JADE KENNEDY DEVELOPMENT  
 CORPORATION**

Date: April 3, 2013.

Per:   
 Mark L. Karoly


**SCHEDULE "B"****CONSENT**

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

1. Laurentian Bank of Canada has registered mortgages within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Numbers YR1445317 and YR1763873 in the Land Titles Division of the York Region Registry Office (No. 65).
2. Laurentian Bank of Canada consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. Laurentian Bank of Canada postpones the mortgages and the interests under them to the declaration and the easements described in Schedule "A" to the Declaration.
4. Laurentian Bank of Canada entitled by law to grant this consent and postponement.

DATED this 1<sup>st</sup> day of April, 2013.

**LAURENTIAN BANK OF CANADA**

Per:  **NAZIR VISRAM**  
 Name: Senior Manager  
 Title: Administration

Per:   
 Name: **MARIA ACCOMANDO**  
 Title: Senior Manager

I/We have the authority to bind the Corporation.

**SCHEDULE "B"**

**CONSENT**

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

1. Aviva Insurance Company of Canada has registered mortgages within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Numbers YR1444874 and YR1721683 in the Land Titles Division of the York Region Registry Office (No. 65).
2. Aviva Insurance Company of Canada consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. Aviva Insurance Company of Canada postpones the mortgages and the interests under them to the declaration and the easements described in Schedule "A" to the Declaration.
4. Aviva Insurance Company of Canada entitled by law to grant this consent and postponement.

DATED this 28 day of MARCH, 2013.

**AVIVA INSURANCE COMPANY OF CANADA**

Per:   
 Name: \_\_\_\_\_  
 Title: **Brian Argue  
 Senior Manager**

Per: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

I/We have the authority to bind the Corporation.

**SCHEDULE "B"****CONSENT**(under clause 7(2)(b) of the *Condominium Act, 1998*)

1. D. Mady Investments (2010) Inc. has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number YR1446522 in the Land Titles Division of the York Region Registry Office (No. 65).
2. D. Mady Investments (2010) Inc. consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. D. Mady Investments (2010) Inc. postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. D. Mady Investments (2010) Inc. entitled by law to grant this consent and postponement.

DATED this 28 day of March, 2013.**D. MADY INVESTMENTS (2010) INC.**Per: 

Name: Charles Mady

Title: President

Per: 

Name: Gabe Purville

Title: Vice President

I/We have the authority to bind the Corporation.



**SCHEDULE "C"**

Each dwelling unit, commercial unit and parking unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 6, (Inclusive) of the Description with respect to Unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below and are illustrated on Part 1, Sheets 1 to 6, (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 (except as otherwise indicated in the description):

**(a) BOUNDARIES OF THE RESIDENTIAL UNITS:**

(BEING Units 48 to 53, inclusive, 333 to 354, inclusive on Level 1)

(a) Each Residential Unit is bounded horizontally by:

- (i) the unfinished upper surface and plane of the concrete floor slab on which the Unit rests, and
- (ii) the unfinished underside surface and plane of the concrete ceiling slab above the unit and the production thereof

(b) Each Residential Unit is bounded vertically by:

- (i) the backside surface and plane of the drywall sheathing and production thereof on a wall separating one unit from another such unit or from the common elements;
- (ii) the unfinished unit side surface of all entry doors, door frames, windows and window frames the said doors and windows being in the closed position and the unit side surface of all glass panels contained therein.

Notwithstanding the above, no Residential Unit shall include any concrete floor slab, load bearing columns, structural member of load bearing partitions and insulation and/or vapour barriers contained within the unit.

**(b) BOUNDARIES OF THE PARKING UNITS:**

(BEING Units 23 to 84, inclusive on Level A.)

(a) Each Parking Unit is bounded horizontally by:

- (i) the unfinished upper surface and plane of the concrete floor slab below the unit and the production thereof
- (ii) the horizontal plane parallel to and 2.00 metres perpendicular above the unfinished upper surface of the concrete floor slab described in "i." above.

(b) Each parking unit is bounded vertically by:

- (i) the vertical plane established by measurements shown thereon;
- (ii) the face and plane of masonry wall and/or column and their production thereof;
- (iii) the unit side surface of the concrete or masonry wall and the production thereof or
- (iv) Dimensions shown on the face of the description.

Notwithstanding the above, no Parking Unit shall include any concrete floor slab, load bearing columns, structural member of load bearing partitions and insulation and/or vapour barriers contained within the unit.

**(c) BOUNDARIES OF THE COMMERCIAL/RETAIL UNITS:**

(BEING Units 1 to 22, inclusive on Level A, Units 1 to 36, inclusive, 39 to 47, inclusive, 54 to 71, inclusive and 73 to 307, inclusive on Level 1 and Units 1 to 48, inclusive, 51 to 139, inclusive and 141 to 394, inclusive on Level 2).

(a) Each Commercial/Retail Unit is bounded horizontally by:

- (i) the unfinished upper surface and plane of the concrete floor slab on which the Unit rests, and
- (ii) the unfinished underside surface and plane of the concrete ceiling slab above the unit and the production thereof.

(b) Each Commercial/Retail Unit is bounded vertically by:

- (i) the backside surface and plane of the drywall sheathing and production thereof on a wall separating one unit from another such unit or from the common elements;
- (ii) the unfinished unit side surface of all entry doors, door frames, windows and window frames the said doors and windows being in the closed position and the unit side surface of all glass panels contained therein;

- (iii) the face and plane of masonry walls and/or columns and the production thereof;
- (iv) the unit side surface of concrete or masonry walls and there production thereof or
- (v) Dimensions shown on the face of the description.

Notwithstanding the above, no Commercial/Retail Unit shall include any concrete floor slab, load bearing columns, structural member of load bearing partitions and insulation and/or vapour barriers contained within the unit.

**(d) BOUNDARIES OF THE CORRIDOR UNITS:**

(BEING Units 37, 38, 72 and 308 to 332, inclusive on Level 1 and Unit 49 on Level 2).

- (a) Each Corridor Unit is bounded horizontally by:
  - (i) the unfinished upper surface and plane of the concrete floor slab on which the Unit rests, and
  - (ii) the unfinished underside surface and plane of the concrete ceiling slab above the unit and the production thereof.
- (b) Each Corridor Unit is bounded vertically by:
  - (i) the backside surface and plane of the drywall sheathing and production thereof on a wall separating one unit from another such unit or from the common elements;
  - (ii) the unfinished unit side surface of all entry doors, door frames, windows and window frames the said doors and windows being in the closed position and the unit side surface of all glass panels contained therein;
  - (iii) the face and plane of masonry walls and/or columns and the production thereof;
  - (iv) the unit side surface of concrete or masonry walls and there production thereof or
  - (v) Dimensions shown on the face of the description.

Notwithstanding the above, no Residential Unit shall include any concrete floor slab, load bearing columns, structural member of load bearing partitions and insulation and/or vapour barriers contained within the unit.

**(e) BOUNDARIES OF THE MANAGEMENT OFFICE UNIT:**

(BEING Unit 50 on Level 2).

- (a) The Management Office Unit is bounded horizontally by:
  - (i) the unfinished upper surface and plane of the concrete floor slab on which the Unit rests, and
  - (ii) the unfinished underside surface and plane of the concrete ceiling slab above the unit and the production thereof.
- (b) The Management Office Unit is bounded vertically by:
  - (i) the backside surface and plane of the drywall sheathing and production thereof on a wall separating one unit from another such unit or from the common elements;
  - (ii) the unfinished unit side surface of all entry doors, door frames, windows and window frames the said doors and windows being in the closed position and the unit side surface of all glass panels contained therein;
  - (iii) the face and plane of masonry walls and/or columns and the production thereof;
  - (iv) the unit side surface of concrete or masonry walls and there production thereof or
  - (v) dimensions shown on the face of the description.

Notwithstanding the above, the Management Unit shall include any concrete floor slab, load bearing columns, structural member of load bearing partitions and insulation and/or vapour barriers contained within the unit.

**(f) BOUNDARIES OF THE PROMOTIONAL UNIT:**

(BEING Unit 140 on Level 2).

- (a) The Promotional Unit is bounded horizontally by:
  - (i) the unfinished upper surface and plane of the concrete floor slab on which the Unit rests, and
  - (ii) the unfinished underside surface and plane of the concrete ceiling slab above the unit and the production thereof.
- (b) The Promotional Unit is bounded vertically by:
  - (i) the backside surface and plane of the drywall sheathing and production thereof on a wall separating one unit from another such unit or from the common elements;
  - (ii) dimensions shown on the face of the description.

(g) **BOUNDARIES OF THE OUTDOOR TERRACE UNIT:**

(BEING Unit 1 on Level 3).

- (a) The Outdoor Terrace Unit is bounded horizontally by:
- (i) the unfinished upper surface and plane of the water-proof membrane over the concrete floor slab on which the Unit rests, and
  - (ii) there is no upper limit to the Outdoor Terrace Unit.
- (b) The Outdoor Terrace Unit is bounded vertically by:
- (i) the Unit side face of the stucco parapet wall that separates the Unit from the common elements;
  - (ii) dimensions shown on the face of the description.

March 15, 2013

Date

Andrew S. Mantha

Andrew S. Mantha,  
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

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
A	1	0.139718	0.160830
A	2	0.182439	0.210006
A	3	0.132715	0.152769
A	4	0.153024	0.176147
A	5	0.157577	0.181387
A	6	0.197846	0.227742
A	7	0.204149	0.234998
A	8	0.179287	0.206379
A	9	0.167381	0.192674
A	10	0.154425	0.177760
A	11	0.203099	0.233788
A	12	0.224109	0.257973
A	13	0.224459	0.258376
A	14	0.229011	0.263616
A	15	0.230062	0.264826
A	16	0.228661	0.263213
A	17	0.224459	0.258376
A	18	0.224459	0.258376
A	19	0.224459	0.258376
A	20	0.228661	0.263213
A	21	0.205900	0.237013
A	22	0.063381	0.072958
A	23	0.009867	0.009867
A	24	0.009867	0.009867
A	25	0.009867	0.009867
A	26	0.009867	0.009867
A	27	0.009867	0.009867
A	28	0.009867	0.009867
A	29	0.009867	0.009867
A	30	0.009867	0.009867
A	31	0.009867	0.009867
A	32	0.009867	0.009867
A	33	0.009867	0.009867
A	34	0.009867	0.009867
A	35	0.009867	0.009867
A	36	0.009867	0.009867
A	37	0.009867	0.009867
A	38	0.009867	0.009867
A	39	0.009867	0.009867
A	40	0.009867	0.009867
A	41	0.009867	0.009867
A	42	0.009867	0.009867
A	43	0.009867	0.009867
A	44	0.009867	0.009867
A	45	0.009867	0.009867
A	46	0.009867	0.009867
A	47	0.009867	0.009867
A	48	0.009867	0.009867
A	49	0.009867	0.009867
A	50	0.009867	0.009867
A	51	0.009867	0.009867
A	52	0.009867	0.009867
A	53	0.009867	0.009867
A	54	0.009867	0.009867
A	55	0.009867	0.009867
A	56	0.009867	0.009867
A	57	0.009867	0.009867
A	58	0.009867	0.009867
A	59	0.009867	0.009867
A	60	0.009867	0.009867
A	61	0.009867	0.009867
A	62	0.009867	0.009867
A	63	0.009867	0.009867
A	64	0.009867	0.009867
A	65	0.009867	0.009867

## SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
A	66	0.009867	0.009867
A	67	0.009867	0.009867
A	68	0.009867	0.009867
A	69	0.009867	0.009867
A	70	0.009867	0.009867
A	71	0.009867	0.009867
A	72	0.009867	0.009867
A	73	0.009867	0.009867
A	74	0.009867	0.009867
A	75	0.009867	0.009867
A	76	0.009867	0.009867
A	77	0.009867	0.009867
A	78	0.009867	0.009867
A	79	0.009867	0.009867
A	80	0.009867	0.009867
A	81	0.009867	0.009867
A	82	0.009867	0.009867
A	83	0.009867	0.009867
A	84	0.009867	0.009867
1	1	0.329860	0.379704
1	2	0.214654	0.247090
1	3	0.214654	0.247090
1	4	0.214654	0.247090
1	5	0.214654	0.247090
1	6	0.214654	0.247090
1	7	0.214654	0.247090
1	8	0.214654	0.247090
1	9	0.214654	0.247090
1	10	0.214654	0.247090
1	11	0.275584	0.317227
1	12	0.107152	0.123343
1	13	0.109253	0.125762
1	14	0.318305	0.366403
1	15	0.241968	0.278531
1	16	0.210803	0.242656
1	17	0.222358	0.255958
1	18	0.222358	0.255958
1	19	0.184890	0.212828
1	20	0.199947	0.230161
1	21	0.229011	0.263616
1	22	0.229011	0.263616
1	23	0.229011	0.263616
1	24	0.229011	0.263616
1	25	0.229011	0.263616
1	26	0.252123	0.290220
1	27	0.327059	0.376480
1	28	0.229011	0.263616
1	29	0.229011	0.263616
1	30	0.229011	0.263616
1	31	0.229011	0.263616
1	32	0.229011	0.263616
1	33	0.229011	0.263616
1	34	0.229011	0.263616
1	35	0.219557	0.252733
1	36	0.366263	0.293848
1	37	0.108020	0.086663
1	38	0.074358	0.059656
1	39	0.635559	0.509900
1	40	0.582805	0.467577
1	41	0.498399	0.399859
1	42	0.497394	0.399052
1	43	0.497394	0.399052
1	44	0.497394	0.399052
1	45	0.497394	0.399052

## SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
1	46	0.543114	0.435733
1	47	0.445645	0.357535
1	48	0.049207	0.581649
1	49	0.049207	0.601400
1	50	0.049207	0.581649
1	51	0.049207	0.601400
1	52	0.049207	0.581649
1	53	0.049207	0.707814
1	54	0.487447	0.774497
1	55	0.806884	0.647352
1	56	0.776236	0.622764
1	57	0.801357	0.642918
1	58	0.781260	0.626794
1	59	0.786787	0.631228
1	60	0.786285	0.630825
1	61	1.315833	1.055675
1	62	0.052272	0.083035
1	63	0.052779	0.083841
1	64	0.052779	0.083841
1	65	0.052779	0.083841
1	66	0.051511	0.081826
1	67	0.066735	0.106011
1	68	0.066735	0.106011
1	69	0.132136	0.106011
1	70	0.065974	0.104802
1	71	0.101245	0.160830
1	72	0.210863	0.334962
1	73	0.004314	0.006852
1	74	0.004314	0.006852
1	75	0.004314	0.006852
1	76	0.056585	0.089888
1	77	0.041868	0.066509
1	78	0.041868	0.066509
1	79	0.041868	0.066509
1	80	0.041868	0.066509
1	81	0.041868	0.066509
1	82	0.041868	0.066509
1	83	0.041868	0.066509
1	84	0.041868	0.066509
1	85	0.041868	0.066509
1	86	0.041868	0.066509
1	87	0.041868	0.066509
1	88	0.041868	0.066509
1	89	0.041868	0.066509
1	90	0.041868	0.066509
1	91	0.041868	0.066509
1	92	0.041868	0.066509
1	93	0.041868	0.066509
1	94	0.041868	0.066509
1	95	0.041868	0.066509
1	96	0.041868	0.066509
1	97	0.041868	0.066509
1	98	0.041868	0.066509
1	99	0.041868	0.066509
1	100	0.041868	0.066509
1	101	0.041868	0.066509
1	102	0.041868	0.066509
1	103	0.042629	0.067718
1	104	0.083736	0.133017
1	105	0.056585	0.089888
1	106	0.052779	0.083841
1	107	0.044406	0.070540
1	108	0.033748	0.053610
1	109	0.025628	0.040711
1	110	0.025628	0.040711

## SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
1	111	0.025628	0.040711
1	112	0.025628	0.040711
1	113	0.025628	0.040711
1	114	0.025628	0.040711
1	115	0.025628	0.040711
1	116	0.025628	0.040711
1	117	0.025628	0.040711
1	118	0.025628	0.040711
1	119	0.025628	0.040711
1	120	0.025628	0.040711
1	121	0.025628	0.040711
1	122	0.025628	0.040711
1	123	0.025628	0.040711
1	124	0.025628	0.040711
1	125	0.025628	0.040711
1	126	0.025628	0.040711
1	127	0.025628	0.040711
1	128	0.025628	0.040711
1	129	0.025628	0.040711
1	130	0.025628	0.040711
1	131	0.025628	0.040711
1	132	0.025628	0.040711
1	133	0.025628	0.040711
1	134	0.025628	0.040711
1	135	0.025628	0.040711
1	136	0.025628	0.040711
1	137	0.025628	0.040711
1	138	0.025628	0.040711
1	139	0.025628	0.040711
1	140	0.025628	0.040711
1	141	0.025628	0.040711
1	142	0.025628	0.040711
1	143	0.025628	0.040711
1	144	0.025628	0.040711
1	145	0.025628	0.040711
1	146	0.025628	0.040711
1	147	0.025628	0.040711
1	148	0.025628	0.040711
1	149	0.025628	0.040711
1	150	0.025628	0.040711
1	151	0.025628	0.040711
1	152	0.025628	0.040711
1	153	0.025628	0.040711
1	154	0.025628	0.040711
1	155	0.025628	0.040711
1	156	0.025628	0.040711
1	157	0.025628	0.040711
1	158	0.025628	0.040711
1	159	0.025628	0.040711
1	160	0.025628	0.040711
1	161	0.025628	0.040711
1	162	0.025628	0.040711
1	163	0.025628	0.040711
1	164	0.025628	0.040711
1	165	0.025628	0.040711
1	166	0.025628	0.040711
1	167	0.025628	0.040711
1	168	0.025628	0.040711
1	169	0.025628	0.040711
1	170	0.025628	0.040711
1	171	0.025628	0.040711
1	172	0.025628	0.040711
1	173	0.025628	0.040711
1	174	0.025628	0.040711
1	175	0.025628	0.040711

## SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
1	176	0.025628	0.040711
1	177	0.025628	0.040711
1	178	0.025628	0.040711
1	179	0.025628	0.040711
1	180	0.025628	0.040711
1	181	0.025628	0.040711
1	182	0.025628	0.040711
1	183	0.025628	0.040711
1	184	0.025628	0.040711
1	185	0.025628	0.040711
1	186	0.025628	0.040711
1	187	0.025628	0.040711
1	188	0.025628	0.040711
1	189	0.025628	0.040711
1	190	0.025628	0.040711
1	191	0.025628	0.040711
1	192	0.025628	0.040711
1	193	0.025628	0.040711
1	194	0.025628	0.040711
1	195	0.025628	0.040711
1	196	0.025628	0.040711
1	197	0.025628	0.040711
1	198	0.025628	0.040711
1	199	0.025628	0.040711
1	200	0.025628	0.040711
1	201	0.025628	0.040711
1	202	0.025628	0.040711
1	203	0.025628	0.040711
1	204	0.025628	0.040711
1	205	0.025628	0.040711
1	206	0.025628	0.040711
1	207	0.025628	0.040711
1	208	0.025628	0.040711
1	209	0.025628	0.040711
1	210	0.025628	0.040711
1	211	0.025628	0.040711
1	212	0.025628	0.040711
1	213	0.025628	0.040711
1	214	0.025628	0.040711
1	215	0.025628	0.040711
1	216	0.025628	0.040711
1	217	0.025628	0.040711
1	218	0.025628	0.040711
1	219	0.025628	0.040711
1	220	0.025628	0.040711
1	221	0.025628	0.040711
1	222	0.025628	0.040711
1	223	0.025628	0.040711
1	224	0.025628	0.040711
1	225	0.025628	0.040711
1	226	0.025628	0.040711
1	227	0.025628	0.040711
1	228	0.025628	0.040711
1	229	0.025628	0.040711
1	230	0.025628	0.040711
1	231	0.021822	0.034665
1	232	0.025628	0.040711
1	233	0.025628	0.040711
1	234	0.025628	0.040711
1	235	0.025628	0.040711
1	236	0.025628	0.040711
1	237	0.025628	0.040711
1	238	0.025628	0.040711
1	239	0.025628	0.040711
1	240	0.025628	0.040711



# SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
1	241	0.025628	0.040711
1	242	0.025628	0.040711
1	243	0.025628	0.040711
1	244	0.025628	0.040711
1	245	0.025628	0.040711
1	246	0.025628	0.040711
1	247	0.025628	0.040711
1	248	0.025628	0.040711
1	249	0.025628	0.040711
1	250	0.025628	0.040711
1	251	0.025628	0.040711
1	252	0.021061	0.033456
1	253	0.025628	0.040711
1	254	0.025628	0.040711
1	255	0.025628	0.040711
1	256	0.025628	0.040711
1	257	0.025628	0.040711
1	258	0.025628	0.040711
1	259	0.025628	0.040711
1	260	0.025628	0.040711
1	261	0.025628	0.040711
1	262	0.025628	0.040711
1	263	0.025628	0.040711
1	264	0.025628	0.040711
1	265	0.025628	0.040711
1	266	0.025628	0.040711
1	267	0.025628	0.040711
1	268	0.025628	0.040711
1	269	0.025628	0.040711
1	270	0.025628	0.040711
1	271	0.025628	0.040711
1	272	0.025628	0.040711
1	273	0.025628	0.040711
1	274	0.025628	0.040711
1	275	0.025628	0.040711
1	276	0.025628	0.040711
1	277	0.025628	0.040711
1	278	0.025628	0.040711
1	279	0.025628	0.040711
1	280	0.025628	0.040711
1	281	0.025628	0.040711
1	282	0.025628	0.040711
1	283	0.025628	0.040711
1	284	0.025628	0.040711
1	285	0.025628	0.040711
1	286	0.025628	0.040711
1	287	0.025628	0.040711
1	288	0.025628	0.040711
1	289	0.025628	0.040711
1	290	0.025628	0.040711
1	291	0.025628	0.040711
1	292	0.025628	0.040711
1	293	0.025628	0.040711
1	294	0.025628	0.040711
1	295	0.030957	0.049176
1	296	0.135754	0.215650
1	297	0.142352	0.226130
1	298	0.142352	0.226130
1	299	0.138546	0.220083
1	300	0.139307	0.221293
1	301	0.172548	0.274097
1	302	0.172548	0.274097
1	303	0.172548	0.274097
1	304	0.165950	0.263616
1	305	0.160875	0.255555

## SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
1	306	0.121291	0.192674
1	307	0.121798	0.193480
1	308	0.102514	0.162846
1	309	0.109365	0.173729
1	310	0.115962	0.184209
1	311	0.139307	0.221293
1	312	0.139307	0.221293
1	313	0.139307	0.221293
1	314	0.176100	0.279740
1	315	0.243850	0.387363
1	316	0.243850	0.387363
1	317	0.243850	0.387363
1	318	0.203251	0.322870
1	319	0.254000	0.403486
1	320	0.208833	0.331738
1	321	0.139307	0.221293
1	322	0.139307	0.221293
1	323	0.139307	0.221293
1	324	0.139307	0.221293
1	325	0.139307	0.221293
1	326	0.039077	0.062075
1	327	0.263389	0.418400
1	328	0.139307	0.221293
1	329	0.263389	0.418400
1	330	0.139307	0.221293
1	331	0.263389	0.418400
1	332	0.139307	0.221293
1	333	0.049207	0.699349
1	334	0.049207	0.601400
1	335	0.049207	0.581649
1	336	0.049207	0.601400
1	337	0.049207	0.581649
1	338	0.049207	0.601400
1	339	0.049207	0.581649
1	340	0.049207	0.601400
1	341	0.049207	0.581649
1	342	0.049207	0.721519
1	343	0.049207	0.703783
1	344	0.049207	0.601400
1	345	0.049207	0.581649
1	346	0.049207	0.601400
1	347	0.049207	0.581649
1	348	0.049207	0.601400
1	349	0.049207	0.581649
1	350	0.049207	0.719101
1	351	0.049207	0.699349
1	352	0.049207	0.601400
1	353	0.049207	0.581649
1	354	0.049207	0.601400
2	1	0.302547	0.232176
2	2	0.193819	0.148738
2	3	0.193294	0.148335
2	4	0.193294	0.148335
2	5	0.194345	0.149141
2	6	0.194345	0.149141
2	7	0.282062	0.216456
2	8	0.229537	0.176147
2	9	0.303072	0.232579
2	10	0.316204	0.242656
2	11	0.235840	0.180984
2	12	0.340366	0.261198
2	13	0.199597	0.153172
2	14	0.199072	0.152769
2	15	0.205375	0.157606

## SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
2	16	0.224284	0.172117
2	17	0.214304	0.164458
2	18	0.232163	0.178163
2	19	0.297820	0.228548
2	20	0.206951	0.158815
2	21	0.307274	0.235804
2	22	0.320406	0.245881
2	23	0.278911	0.214037
2	24	0.278911	0.214037
2	25	0.280486	0.215246
2	26	0.280486	0.215246
2	27	0.159152	0.122134
2	28	0.157577	0.120925
2	29	0.216405	0.166070
2	30	0.309901	0.237819
2	31	0.212728	0.163249
2	32	0.244769	0.187837
2	33	0.346669	0.266035
2	34	0.237415	0.182194
2	35	0.230587	0.176954
2	36	0.250547	0.192271
2	37	0.250022	0.191868
2	38	0.250547	0.192271
2	39	0.250022	0.191868
2	40	0.250022	0.191868
2	41	0.250022	0.191868
2	42	0.364527	0.279740
2	43	0.220607	0.169295
2	44	0.240042	0.184209
2	45	0.240042	0.184209
2	46	0.240042	0.184209
2	47	0.191193	0.146722
2	48	0.171233	0.131405
2	49	0.000000	0.044742
2	50	0.000000	0.132211
2	51	0.268931	0.206379
2	52	0.276810	0.212425
2	53	0.276810	0.212425
2	54	0.214304	0.164458
2	55	0.214304	0.164458
2	56	0.214304	0.164458
2	57	0.214304	0.164458
2	58	0.214304	0.164458
2	59	0.214304	0.164458
2	60	0.214304	0.164458
2	61	0.262102	0.201139
2	62	0.281012	0.215650
2	63	0.254749	0.195495
2	64	0.254749	0.195495
2	65	0.254749	0.195495
2	66	0.254749	0.195495
2	67	0.254749	0.195495
2	68	0.385538	0.295863
2	69	0.190668	0.146319
2	70	0.254749	0.195495
2	71	0.254749	0.195495
2	72	0.254749	0.195495
2	73	0.263153	0.201945
2	74	0.208001	0.159621
2	75	0.225860	0.173326
2	76	0.229537	0.176147
2	77	0.229537	0.176147
2	78	0.230062	0.176550
2	79	0.217981	0.167280
2	80	0.214829	0.164861

## SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
2	81	0.211678	0.162443
2	82	0.081415	0.062478
2	83	0.082465	0.063284
2	84	0.241618	0.185418
2	85	0.214829	0.164861
2	86	0.214829	0.164861
2	87	0.214829	0.164861
2	88	0.214829	0.164861
2	89	0.214829	0.164861
2	90	0.214829	0.164861
2	91	0.214829	0.164861
2	92	0.214829	0.164861
2	93	0.214829	0.164861
2	94	0.213254	0.163652
2	95	0.387639	0.297475
2	96	0.253698	0.194689
2	97	0.247395	0.189852
2	98	0.246870	0.189449
2	99	0.248446	0.190658
2	100	0.254224	0.195092
2	101	0.259476	0.199123
2	102	0.254224	0.195092
2	103	0.248971	0.191061
2	104	0.246870	0.189449
2	105	0.247395	0.189852
2	106	0.267880	0.205572
2	107	0.378709	0.290623
2	108	0.445417	0.341815
2	109	0.238466	0.183000
2	110	0.249496	0.191465
2	111	0.196971	0.151156
2	112	0.229011	0.175744
2	113	0.412326	0.316420
2	114	0.261052	0.200332
2	115	0.313052	0.240238
2	116	0.314103	0.241044
2	117	0.158627	0.121731
2	118	0.053051	0.040711
2	119	0.120283	0.092306
2	120	0.100324	0.076989
2	121	0.119758	0.091903
2	122	0.194452	0.091903
2	123	0.191041	0.090291
2	124	0.193600	0.091500
2	125	0.193600	0.091500
2	126	0.308736	0.145916
2	127	0.095520	0.045145
2	128	0.122812	0.058044
2	129	0.125371	0.059253
2	130	0.124518	0.058850
2	131	0.124518	0.058850
2	132	0.137311	0.064896
2	133	0.137311	0.064896
2	134	0.137311	0.064896
2	135	0.137311	0.064896
2	136	0.137311	0.064896
2	137	0.137311	0.064896
2	138	0.137311	0.064896
2	139	0.137311	0.064896
2	140	0.000000	0.000001
2	141	0.138164	0.065299
2	142	0.138164	0.065299
2	143	0.138164	0.065299
2	144	0.136458	0.064493
2	145	0.125371	0.059253

## SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
2	146	0.124518	0.058850
2	147	0.124518	0.058850
2	148	0.122812	0.058044
2	149	0.118548	0.056029
2	150	0.116842	0.055222
2	151	0.118548	0.056029
2	152	0.117695	0.055625
2	153	0.116842	0.055222
2	154	0.086140	0.040711
2	155	0.084433	0.039905
2	156	0.050744	0.040711
2	157	0.050242	0.040308
2	158	0.050242	0.040308
2	159	0.050744	0.040711
2	160	0.050242	0.040308
2	161	0.086140	0.040711
2	162	0.085285	0.040308
2	163	0.085285	0.040308
2	164	0.086140	0.040711
2	165	0.097226	0.045951
2	166	0.097226	0.045951
2	167	0.086140	0.040711
2	168	0.085285	0.040308
2	169	0.085285	0.040308
2	170	0.086140	0.040711
2	171	0.085285	0.040308
2	172	0.086140	0.040711
2	173	0.085285	0.040308
2	174	0.085285	0.040308
2	175	0.086140	0.040711
2	176	0.085285	0.040308
2	177	0.115989	0.054819
2	178	0.116842	0.055222
2	179	0.086140	0.040711
2	180	0.086140	0.040711
2	181	0.086140	0.040711
2	182	0.086140	0.040711
2	183	0.086140	0.040711
2	184	0.086140	0.040711
2	185	0.086140	0.040711
2	186	0.086140	0.040711
2	187	0.086140	0.040711
2	188	0.086140	0.040711
2	189	0.086140	0.040711
2	190	0.086140	0.040711
2	191	0.086140	0.040711
2	192	0.086140	0.040711
2	193	0.086140	0.040711
2	194	0.086140	0.040711
2	195	0.086140	0.040711
2	196	0.086140	0.040711
2	197	0.086140	0.040711
2	198	0.086140	0.040711
2	199	0.086140	0.040711
2	200	0.086140	0.040711
2	201	0.086140	0.040711
2	202	0.086140	0.040711
2	203	0.086140	0.040711
2	204	0.086140	0.040711
2	205	0.086140	0.040711
2	206	0.086140	0.040711
2	207	0.086140	0.040711
2	208	0.086140	0.040711
2	209	0.086140	0.040711
2	210	0.086140	0.040711

## SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
2	211	0.086140	0.040711
2	212	0.086140	0.040711
2	213	0.086140	0.040711
2	214	0.086140	0.040711
2	215	0.086140	0.040711
2	216	0.086140	0.040711
2	217	0.086140	0.040711
2	218	0.086140	0.040711
2	219	0.086140	0.040711
2	220	0.086140	0.040711
2	221	0.086140	0.040711
2	222	0.086140	0.040711
2	223	0.086140	0.040711
2	224	0.086140	0.040711
2	225	0.086140	0.040711
2	226	0.086140	0.040711
2	227	0.086140	0.040711
2	228	0.086140	0.040711
2	229	0.118548	0.056029
2	230	0.115989	0.054819
2	231	0.085285	0.040308
2	232	0.086140	0.040711
2	233	0.085285	0.040308
2	234	0.085285	0.040308
2	235	0.086140	0.040711
2	236	0.085285	0.040308
2	237	0.086140	0.040711
2	238	0.085285	0.040308
2	239	0.085285	0.040308
2	240	0.086140	0.040711
2	241	0.085285	0.040308
2	242	0.086140	0.040711
2	243	0.085285	0.040308
2	244	0.085285	0.040308
2	245	0.086140	0.040711
2	246	0.085285	0.040308
2	247	0.085285	0.040308
2	248	0.086140	0.040711
2	249	0.085285	0.040308
2	250	0.086140	0.040711
2	251	0.085285	0.040308
2	252	0.085285	0.040308
2	253	0.086140	0.040711
2	254	0.084433	0.039905
2	255	0.086140	0.040711
2	256	0.086140	0.040711
2	257	0.084433	0.039905
2	258	0.086140	0.040711
2	259	0.085285	0.040308
2	260	0.085285	0.040308
2	261	0.086140	0.040711
2	262	0.085285	0.040308
2	263	0.086140	0.040711
2	264	0.073346	0.034665
2	265	0.085285	0.040308
2	266	0.086140	0.040711
2	267	0.085285	0.040308
2	268	0.085285	0.040308
2	269	0.085285	0.040308
2	270	0.085285	0.040308
2	271	0.086140	0.040711
2	272	0.073346	0.034665
2	273	0.085285	0.040308
2	274	0.086140	0.040711
2	275	0.085285	0.040308

## SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
2	276	0.086140	0.040711
2	277	0.085285	0.040308
2	278	0.085285	0.040308
2	279	0.086140	0.040711
2	280	0.085285	0.040308
2	281	0.115989	0.054819
2	282	0.118548	0.056029
2	283	0.086140	0.040711
2	284	0.086140	0.040711
2	285	0.086140	0.040711
2	286	0.086140	0.040711
2	287	0.086140	0.040711
2	288	0.086140	0.040711
2	289	0.086140	0.040711
2	290	0.086140	0.040711
2	291	0.070788	0.033456
2	292	0.086140	0.040711
2	293	0.086140	0.040711
2	294	0.086140	0.040711
2	295	0.086140	0.040711
2	296	0.086140	0.040711
2	297	0.086140	0.040711
2	298	0.086140	0.040711
2	299	0.070788	0.033456
2	300	0.086140	0.040711
2	301	0.086140	0.040711
2	302	0.086140	0.040711
2	303	0.086140	0.040711
2	304	0.086140	0.040711
2	305	0.086140	0.040711
2	306	0.086140	0.040711
2	307	0.086140	0.040711
2	308	0.086140	0.040711
2	309	0.084433	0.039905
2	310	0.086140	0.040711
2	311	0.085285	0.040308
2	312	0.085285	0.040308
2	313	0.086140	0.040711
2	314	0.085285	0.040308
2	315	0.086140	0.040711
2	316	0.085285	0.040308
2	317	0.085285	0.040308
2	318	0.086140	0.040711
2	319	0.085285	0.040308
2	320	0.085285	0.040308
2	321	0.085285	0.040308
2	322	0.085285	0.040308
2	323	0.086140	0.040711
2	324	0.085285	0.040308
2	325	0.085285	0.040308
2	326	0.086140	0.040711
2	327	0.085285	0.040308
2	328	0.086140	0.040711
2	329	0.085285	0.040308
2	330	0.085285	0.040308
2	331	0.086140	0.040711
2	332	0.085285	0.040308
2	333	0.115989	0.054819
2	334	0.118548	0.056029
2	335	0.086140	0.040711
2	336	0.086140	0.040711
2	337	0.086140	0.040711
2	338	0.086140	0.040711
2	339	0.086140	0.040711
2	340	0.086140	0.040711

## SCHEDULE D

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
2	341	0.086140	0.040711
2	342	0.086140	0.040711
2	343	0.086140	0.040711
2	344	0.086140	0.040711
2	345	0.086140	0.040711
2	346	0.086140	0.040711
2	347	0.086140	0.040711
2	348	0.086140	0.040711
2	349	0.086140	0.040711
2	350	0.086140	0.040711
2	351	0.086140	0.040711
2	352	0.086140	0.040711
2	353	0.086140	0.040711
2	354	0.086140	0.040711
2	355	0.086140	0.040711
2	356	0.086140	0.040711
2	357	0.086140	0.040711
2	358	0.086140	0.040711
2	359	0.086140	0.040711
2	360	0.121959	0.057641
2	361	0.111725	0.052804
2	362	0.086140	0.040711
2	363	0.086992	0.041114
2	364	0.085285	0.040308
2	365	0.085285	0.040308
2	366	0.086992	0.041114
2	367	0.085285	0.040308
2	368	0.085285	0.040308
2	369	0.086992	0.041114
2	370	0.086140	0.040711
2	371	0.061406	0.029022
2	372	0.086140	0.040711
2	373	0.086140	0.040711
2	374	0.086992	0.041114
2	375	0.087845	0.041518
2	376	0.086992	0.041114
2	377	0.086140	0.040711
2	378	0.087845	0.041518
2	379	0.138164	0.065299
2	380	0.051172	0.024185
2	381	0.111725	0.052804
2	382	1.437924	0.679598
2	383	1.233238	0.582858
2	384	0.776957	0.367209
2	385	0.892946	0.422028
2	386	1.495066	0.706605
2	387	2.117657	1.000856
2	388	0.051172	0.024185
2	389	0.051172	0.024185
2	390	0.051172	0.024185
2	391	0.051172	0.024185
2	392	0.015352	0.007255
2	393	0.015352	0.007255
2	394	0.015352	0.007255
3	1	0.000000	0.000001
<b>TOTAL</b>		<b>100.000000</b>	<b>100.000000</b>



**SCHEDULE "E"**

**SPECIFICATION OF COMMON EXPENSES**

The Common Expenses for all of the Units shall be the expenses of the performance of the objects and duties of the Corporation without limiting generality of the foregoing, 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 of 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) water and sewage and electricity respecting common elements;
  - iii) waste disposal and garbage collection;
  - iv) maintenance materials, tools and supplies;
  - v) snow removal and landscaping;
  - vi) fuel, including gas, oil and hydro electricity for common elements only;
  - vii) expenses incurred with respect to the obligations of the Corporation, if any, set out in the Declaration;
- (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 required to be paid under the Equipment Lease.

**SCHEDULE "F"**

**EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS**

The owners of Units 48 to 53 inclusive and 333 to 354 inclusive on Level 1 shall have the exclusive use of the gated portion of the parking garage shown as "AR1" on Level A as illustrated in Part 2, Sheet 1 of 3 of the Description subject to the provisions of the Declaration, the By-Laws of the corporation and the Rules passed pursuant thereto.

The owners of Units 54 and 62 to 332 inclusive on Level 1 shall have the exclusive use of the Elevator shown as "E1" on Level B as illustrated in Part 2, Sheet 2 of 3 of the Description subject to the provisions of the Declaration, the By-Laws of the corporation and the Rules passed pursuant thereto.

The owners of Units 76 to 322 inclusive on Level 1 shall have the exclusive use of the Loading Dock "LD1" on Level 1 as illustrated in Part 2, Sheet 3 of 3 of the Description subject to the provisions of the Declaration, the By-Laws of the corporation and the Rules passed pursuant thereto.

**SCHEDULE "G"**

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

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

I certify that:                    South Unionville Square - Phase 1

*[Strike out whichever is not applicable:*

Each building on the property

~~-OR-~~

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

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

*(Check whichever boxes are applicable)*

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

~~-OR-~~

~~There are no underground garages.~~

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

~~-OR-~~

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

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

8.  All installations with respect to the provision of air conditioning are in place.

OR

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

9.  All installations with respect to the provision of electricity are in place.


10.  ~~All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.~~

OR

~~There are no indoor or 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 3rd day of April, ~~2012~~ 2013

  
Name: Lisa Pinkus  
Title: ~~XXXXXX~~ of Engineer



## SCHEDULE "G"

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

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

I certify that:

*[Strike out whichever is not applicable:*

Each building on the property

~~OR~~

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

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

*(Check whichever boxes are applicable)*

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

~~OR~~

~~There are no underground garages.~~

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

~~OR~~

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

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

  
April 2013

8.  All installations with respect to the provision of air conditioning are in place.

~~OR~~

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

9.  All installations with respect to the provision of electricity are in place.

10.  ~~All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.~~

~~OR~~

- There are no indoor or 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 3rd day of April, 2013.

  
Name: John Chow  
Title: Architect

# TAB B



## PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
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\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

**PROPERTY DESCRIPTION:** UNIT 50, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1228 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR1966697; CITY OF MARKHAM

**PROPERTY REMARKS:**ESTATE/QUALIFIER:

FEE SIMPLE  
ABSOLUTE

RECENTLY:

CONDOMINIUM FROM 02963-3601

PIN CREATION DATE:

2013/04/22

OWNERS' NAMES

YORK REGION STANDARD CONDOMINIUM CORPORATION NO.  
1228

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
<b>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2013/04/22 **</b>						
MA31145	1951/07/26	BYLAW		THE CORPORATION OF THE TOWNSHIP OF MARKHAM		C
		REMARKS: BY-LAW NO. 1309 RE: BUILDING RESTRICTIONS SEE		A-528776 (AFFECTS ALL/PT LANDS) ADDED 97/08/18 12:21 BY LOIS YAKIWCHUK		
YR686388	2005/08/18	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
		REMARKS: PICKERING AIRPORT SITE ZONING REG. (SOR/10000-636)				
YR686395	2005/08/18	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
		REMARKS: AERONAUTICS ACT AND THE PICKERING AIRPORT SITE ZONING REGULATIONS (SOR/10000-636)				
YR694205	2005/08/31	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
		REMARKS: AERONAUTICS ACT AND THE PICKERING AIRPORT SITE ZONING REGULATIONS (SOR/10000-636) AFFECTS FIRSTLY LANDS				
YR753574	2005/12/21	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
		REMARKS: AERONAUTICS ACT AND PICKERING AIRPORT SITE ZONING REGULATION AFFECTS THIRDLY AND FIFTHLY LANDS				
YR1444874	2010/02/24	CHARGE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	AVIVA INSURANCE COMPANY OF CANADA	
YR1445317	2010/02/25	CHARGE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	
YR1445318	2010/02/25	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	
		REMARKS: RENTS - YR1445317				
YR1445330	2010/02/25	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY ***		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	
REMARKS: YR1444874 TO YR1445317						
YR1445332	2010/02/25	NOTICE OF LEASE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	T. & T. SUPERMARKET INC.	
YR1445352	2010/02/25	NO ASSGN RENT SPEC		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	
REMARKS: YR1445332. YR1445317						
YR1446522	2010/02/26	CHARGE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	D. MADY INVESTMENTS (2010) INC.	
YR1446523	2010/02/26	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	D. MADY INVESTMENTS (2010) INC.	
REMARKS: RENTS - YR1446522						
YR1495979	2010/06/15	NOTICE	\$2	THE CORPORATION OF THE TOWN OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION	C
YR1495980	2010/06/15	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE TOWN OF MARKHAM	
REMARKS: YR1444874 TO YR1495979						
YR1495981	2010/06/15	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** LAURENTIAN BANK OF CANADA	THE CORPORATION OF THE TOWN OF MARKHAM	
REMARKS: YR1445317 TO YR1495979						
YR1495982	2010/06/15	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** D. MADY INVESTMENTS (2010) INC.	THE CORPORATION OF THE TOWN OF MARKHAM	
REMARKS: YR1446522 TO YR1495979						
YR1499090	2010/06/18	NOTICE		THE CORPORATION OF THE TOWN OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION	C
REMARKS: PT 4 65R30830 PT 5 65R30830 PT 8 65R30830- AFFECTS FIRSTLY, SECONDLY, FOURTHLY AND FIFTHLY LANDS						
YR1533097	2010/08/13	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** D. MADY INVESTMENTS (2010) INC.	THE CORPORATION OF THE TOWN OF MARKHAM	
REMARKS: YR1446522 TO YR1499090 AFFECTS FIRSTLY, SECONDLY, FOURTHLY AND FIFTHLY LANDS						
YR1533098	2010/08/13	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** LAURENTIAN BANK OF CANADA	THE CORPORATION OF THE TOWN OF MARKHAM	
REMARKS: YR1445317 TO YR1499090 AFFECTS FIRSTLY, SECONDLY, FOURTHLY AND FIFTHLY LANDS						
YR1533099	2010/08/13	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY ***		

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## PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				AVIVA INSURANCE COMPANY OF CANADA REMARKS: YR1444874 TO YR1499090 AFFECTS FIRSTLY, SECONDLY, FOURTHLY AND FIFTHLY LANDS	THE CORPORATION OF THE TOWN OF MARKHAM	
YR1615462	2011/02/28	NOTICE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	
				REMARKS: YR1445317		
YR1615474	2011/02/28	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	
				REMARKS: YR1444874 TO YR1445317		
YR1615475	2011/02/28	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** D. MADY INVESTMENTS (2010) INC.	LAURENTIAN BANK OF CANADA	
				REMARKS: YR1446522 TO YR1445317		
YR1616829	2011/03/02	NOTICE	\$2	THE CORPORATION OF THE TOWN OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION THE REGIONAL MUNICIPALITY OF YORK	C
YR1616917	2011/03/02	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** LAURENTIAN BANK OF CANADA	THE CORPORATION OF THE TOWN OF MARKHAM	
				REMARKS: YR1445317 TO YR1616829		
YR1616918	2011/03/02	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE TOWN OF MARKHAM	
				REMARKS: YR1444874 TO YR1616829		
YR1616919	2011/03/02	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** D. MADY INVESTMENTS (2010) INC.	THE CORPORATION OF THE TOWN OF MARKHAM	
				REMARKS: YR1446522 TO YR1616829		
YR1657121	2011/06/02	TRANSFER EASEMENT	\$2	JADE-KENNEDY DEVELOPMENT CORPORATION	ROGERS COMMUNICATIONS INC.	C
YR1699150	2011/08/22	APL (GENERAL)		*** DELETED AGAINST THIS PROPERTY *** T & T SUPERMARKET INC.	JADE-KENNEDY DEVELOPMENT CORPORATION	
				REMARKS: YR1445332		
YR1721683	2011/10/03	CHARGE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	AVIVA INSURANCE COMPANY OF CANADA	
YR1721715	2011/10/03	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** D. MADY INVESTMENTS (2010) INC.	AVIVA INSURANCE COMPANY OF CANADA	
				REMARKS: YR1446522 & YR1446523 TO YR1721683 DELETED BY YR2005313. DELETED BY CATHY BULMER 2013/09/05		

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YR1763873	2011/12/23	CHARGE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	
YR1763874	2011/12/23	NO ASSGN RENT GEN REMARKS: YR1763873.		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	
YR1763902	2011/12/23	NO ASSGN RENT SPEC REMARKS: YR1445332.		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	
YR1763907	2011/12/23	POSTPONEMENT REMARKS: YR1446522 TO YR1763873		*** DELETED AGAINST THIS PROPERTY *** D. MADY INVESTMENTS (2010) INC.	LAURENTIAN BANK OF CANADA	
YR1763923	2011/12/23	NOTICE REMARKS: YR1445317		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	
YR1764062	2011/12/23	POSTPONEMENT REMARKS: YR1721683 TO YR1763873		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	
YR1832081	2012/06/01	NOTICE REMARKS: YR1763873		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	
YR1832265	2012/06/01	NOTICE REMARKS: CHARGE NO. YR1446522, SECURITY OF CHARGE YR1832114 OTHER LANDS		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	D. MADY INVESTMENTS (2010) INC.	
YR1895409	2012/10/05	NO SEC INTEREST	\$2	MOREENERGY CAPITAL CORPORATION		C
YR1954840	2013/03/13	NOTICE		THE CORPORATION OF THE CITY OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATIN	C
YR1954841	2013/03/13	POSTPONEMENT REMARKS: YR1444874 TO YR1954840		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE CITY OF MARKHAM	
YR1954842	2013/03/13	POSTPONEMENT REMARKS: YR1721683 TO YR1954840		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE CITY OF MARKHAM	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1954843	2013/03/13	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** LAURENTIAN BANK OF CANADA	THE CORPORATION OF THE CITY OF MARKHAM	
		REMARKS: YR1445317 TO YR1954840				
YR1954844	2013/03/13	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** LAURENTIAN BANK OF CANADA	THE CORPORATION OF THE CITY OF MARKHAM	
		REMARKS: YR1763873 TO YR1954840				
YR1954845	2013/03/13	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** D. MADY INVESTMENTS (2010) INC.	THE CORPORATION OF THE CITY OF MARKHAM	
		REMARKS: YR1446522 TO YR1954840 DELETED BY YR2005313. DELETED BY CATHY BULMER 2013/09/05				
YRCP1228	2013/04/17	STANDARD CONDO PLN				C
YR1966697	2013/04/17	CONDO DECLARATION		JADE KENNEDY DEVELOPMENT CORPORATION		C
YR1970477	2013/04/29	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228		C
		REMARKS: BY-LAW NO. 1				
YR1970484	2013/04/29	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228		C
		REMARKS: BY-LAW NO. 2				
YR1972811	2013/05/02	DISCH OF CHARGE		*** COMPLETELY DELETED *** LAURENTIAN BANK OF CANADA		
		REMARKS: YR1763873.				
YR1975398	2013/05/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** AVIVA INSURANCE COMPANY OF CANADA		
		REMARKS: YR1721683.				
YR1975654	2013/05/10	NO DET/SURR LEASE		*** COMPLETELY DELETED *** JAKE-KENNEDY DEVELOPMENT CORPORATION		
		REMARKS: YR1445332.				
YR2005313	2013/07/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** D. MADY INVESTMENTS (2010) INC.		
		REMARKS: YR1446522.				
YR2007023	2013/07/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** AVIVA INSURANCE COMPANY OF CANADA		
		REMARKS: YR1444874.				
YR2014896	2013/08/06	DISCH OF CHARGE		*** COMPLETELY DELETED ***		

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REGISTRY  
OFFICE #65

29759-0404 (LT)

PAGE 6 OF 6  
PREPARED FOR Cclark18  
ON 2018/01/05 AT 11:35:37

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				LAURENTIAN BANK OF CANADA		
YR2112686	2014/04/03	CONDO BYLAW/98 REMARKS: BYLAW NO 3		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228		C
YR2126487	2014/05/14	TRANSFER	\$200,000	JADE-KENNEDY DEVELOPMENT CORPORATION	YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228	C
YR2126488	2014/05/14	CHARGE	\$200,000	YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228	JADE-KENNEDY DEVELOPMENT CORPORATION	C
YR2238302	2014/12/31	CONSTRUCTION LIEN	\$249,916	GUEST TILE INC.	JADE-KENNEDY DEVELOPMENT CORPORATION YORK REGION STANDARD CONDOMINIUM PLAN NO. 1228	C
YR2238990	2015/01/05	CONDO AMENDMENT REMARKS: YR1966697. YRCP1228.		JADE-KENNEDY DEVELOPMENT CORPORATION		C
YR2250088	2015/01/30	NO CHNG ADDR CONDO		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228		C
YR2254665	2015/02/11	CERTIFICATE REMARKS: YR2238302		GUEST TILE INC.		C
YR2765735	2017/11/28	APL DEL CONST LIEN REMARKS: YR2238302.		GUEST TILE INC.		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

**TAB C**

LRO # 65 Charge/Mortgage

Registered as YR2126488 on 2014 05 14 at 11:04

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 2

**Properties**

*PIN* 29759 - 0404 LT *Interest/Estate* Fee Simple  
*Description* UNIT 50, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1228 AND  
 ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN  
 SCHEDULE A  
 AS IN YR1966697; CITY OF MARKHAM  
*Address* MARKHAM

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1228  
*Address for Service* c/o Management Office  
 South Unionville Square  
 28 South Unionville Avenue  
 Unit 2101  
 Markham, ON L3R 4P9

I, VICTOR XIE, SECRETARY AND WILLIAM HUI, DIRECTOR;, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

**Chargee(s)***Capacity**Share*

*Name* JADE-KENNEDY DEVELOPMENT CORPORATION  
*Address for Service* 8791 Woodbine Avenue  
 Suite 100  
 Markham, ON L3R 0P4

**Provisions**

*Principal* \$200,000.00 *Currency* CDN  
*Calculation Period* semi-annually, not in advance  
*Balance Due Date*  
*Interest Rate* 5.71%  
*Payments*  
*Interest Adjustment Date* 2014 04 17  
*Payment Date* 17th day monthly  
*First Payment Date* 2014 05 17  
*Last Payment Date* 2024 04 17  
*Standard Charge Terms* 200033  
*Insurance Amount* full insurable value  
*Guarantor*

**Signed By**

Mark Leonard Karoly	610-4100 Yonge St. Toronto M2P 2B5	acting for Chargor (s)	First Signed	2014 05 13
Tel 416-250-5800 Fax 416-250-5300				
Janet Marlene Gates	610-4100 Yonge St. Toronto M2P 2B5	acting for Chargor (s)	Last Signed	2014 05 14
Tel 416-250-5800 Fax 416-250-5300				

I have the authority to sign and register the document on behalf of the Chargor(s).

LRO # 65 Charge/Mortgage

Registered as YR2126488 on 2014 05 14 at 11:04

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 2

**Submitted By**

HARRIS, SHEAFFER LLP

610-4100 Yonge St.  
Toronto  
M2P 2B5

2014 05 14

Tel 416-250-5800

Fax 416-250-5300

**Fees/Taxes/Payment**

Statutory Registration Fee \$60.00

Total Paid \$60.00

**File Number**

Chargor Client File Number : 130369



**IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED**

**AND IN THE MATTER OF AN APPLICATION MADE BY JADE-KENNEDY DEVELOPMENT CORPORATION  
FOR THE APPOINTMENT OF A TRUSTEE UNDER SECTION 68(1) OF THE  
*CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED**

Court File No. CV15-10882-00CL

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***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

Proceedings commenced at Toronto

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**SUPPLEMENTAL MOTION RECORD  
OF THE TRUSTEE**

(motion returnable January 9, 2018)

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**CHAITONS LLP**

5000 Yonge Street, 10<sup>th</sup> Floor  
Toronto, ON M2N 7E9

**Sam Rappos** (LSUC #51399S)

Tel: (416) 218-1137

Fax: (416) 218-1837

E-mail: samr@chaitons.com

**Lawyers for RSM Canada Limited,  
Court-appointed Trustee**