

OFFICE SCHEDULE

DR 1688913

CERTIFICATE OF RECEIPT
DURHAM (40)

MAR 16 2018

9:48
Katherine Lee

DECLARATION

CONDOMINIUM ACT, 1998

DURHAM STANDARD CONDOMINIUM PLAN NO. 293

NEW PROPERTY IDENTIFIER'S BLOCK 27293

RECENTLY : ALL OF PIN 16263-0522

DECLARANT : 2157236 ONTARIO LIMITED

SOLICITOR : ARTHUR SHAPERO

ADDRESS: OWENS, WRIGHT LLP
20 HOLLY STREET
SUITE 300
TORONTO, ON
M4S 3B1

PHONE: 416-848-4743

FAX: 416-486-3309

No. OF UNITS 162

FEES :

\$884,25

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION is made and executed pursuant to the provisions of the *Condominium Act, 1998*, S.O. 1998, c.19, as amended from time to time and the regulations made thereunder.

BY: 2157236 ONTARIO LIMITED

WHEREAS the Declarant is the owner in fee simple of certain lands and premises situate in the City of Oshawa, in the Province of Ontario which are more particularly described in Schedule "A" hereto (the "**Lands**") and in the description (the "**Description**") submitted herewith by the Declarant for registration in accordance with the Act;

AND WHEREAS the Declarant has constructed various buildings upon the Lands containing various Dwelling Units as more particularly described in this Declaration;

AND WHEREAS the Declarant intends that the Lands shall be governed by the Act and that the registration of the Declaration and the Description will create a freehold standard condominium corporation, that is a phased condominium corporation.

NOW THEREFORE THE DECLARANT hereby declares as follows:

ARTICLE 1 - INTRODUCTORY

Section 1.01 - Definitions

The terms used in the Declaration shall have the meanings ascribed to them in the Act, unless the Declaration specifies otherwise and the following terms used herein have the meanings set out below:

"**Act**" means the *Condominium Act 1998*, S.O. 1998, c.19, as amended from time to time and the regulations made thereunder;

"**Approval Authority**" means the City of Oshawa;

"**Article**", "**Section**", "**Subsection**" or "**Paragraph**" means the specified article, section, subsection or paragraph in this Declaration;

"**Board**" or "**board**" means the Corporation's board of directors from time to time;

"**Building**" means the buildings and other structures, facilities, amenities and other improvements to be constructed on the Lands;

"**Common Elements**" or "**common elements**" means all the Property, except the units;

"**Common Expenses**" has the meaning ascribed thereto in the Act;

"**Corporation**" means the condominium corporation created by the registration of this Declaration and the Description pursuant to the Act;

"**Declarant**" means 2157236 Ontario Limited, its successors and assigns;

"**Declaration**" means this declaration and all amendments thereto and all Schedules referred to herein;

"**Description**" has the meaning ascribed thereto in the first recital hereof;

"**Dwelling Units**" means units 1 to 162, both inclusive, on level 1; any other units to be designated in Phase 1 and any other units to be designated in Phase 2;

"**Governmental Authorities**" means the Approval Authority and all other governmental authorities having jurisdiction over the Lands and Building;

"**Lands**" has the meaning ascribed thereto in the first recital hereof;

"Municipal Agreements" has the meaning ascribed thereto in Section 8.01(a) hereof;

"Owner" means the owner or owners of the freehold estate in a unit and its appurtenant common interest but does not include a mortgagee unless in possession;

"Phase 1" means the lands legally described as parts 1 to 3, both inclusive, on the Reference Plan, that are to be added to this Corporation by amendment to this Declaration and Description in accordance with Part XI of the Act;

"Phase 2" means the lands legally described as parts 4 to 7, both inclusive, on the Reference Plan, that are to be added to this Corporation by amendment to this Declaration and Description in accordance with Part XI of the Act;

"Prime Rate" means the annual rate of interest announced or stated by the Corporation's banker from time to time as its reference rate for commercial loans in Canadian dollars made in Canada;

"Property" means the Lands and the interests appurtenant to the Lands described in the Description (and in Schedule "A" annexed hereto) and includes any lands (and interests appurtenant to the lands) that are added to the Common Elements;

"Reference Plan" means Plan 40R-29966;

"Rules" means the rules passed by the Board from time to time;

"unit" means a part or parts of the Lands included in the Description and designated as a unit by the Description and comprises the space enclosed by its boundaries and all the material parts of the land within such space, in accordance with the Declaration and the Description; and

"Visitor Parking Spaces" means the designated visitor parking spaces intended to be used by the visitors of the Owners and shown on the description as the visitor parking spaces.

Section 1.02 - Act Governs the Property

The Lands described in Schedule "A" hereto and in the Description, together with all interests appurtenant thereto are governed by the Act.

Section 1.03 - Phased Condominium

The registration of this Declaration and the Description will create a freehold standard condominium corporation, which will be phased, in accordance with Part XI of the Act.

Section 1.04 - Consent of Encumbrancers

The consent of every person having a registered mortgage/charge of land against the Lands or interests appurtenant to the Lands is contained in Schedule "B" attached hereto.

Section 1.05 - Boundaries of Units and Monuments

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

- (a) Notwithstanding the boundaries set out in Schedule 'C' attached hereto, Dwelling Units shall include all pipes, wires, cables, conduits, ducts, mechanical or similar apparatus, including the complete heating and cooling systems and the branch piping extending to, but not including, the common pipe risers, which provides services to that particular unit only.
- (b) Notwithstanding anything hereinbefore provided to the contrary, each Dwelling Unit shall exclude all exterior doors, windows and walls; any part of the roof assembly; the fire suppression system (but excluding the sprinkler heads); all pipes, wires, cables, conduits, ducts, flues and mechanical or similar apparatus; all concrete/concrete block or masonry partitions or any load bearing wall or column that lies within the boundaries of any particular unit as hereinbefore set out which supply service or support to another unit(s) or the common element.

Section 1.06 - Common Interest and Common Expenses

Each owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners and shall contribute to the Common Expenses in the proportions set out in Schedule "D" attached hereto. The total of the proportions of the common interests and Common Expenses shall be one hundred per cent (100%).

Section 1.07 - Address for Service, Municipal Address and Mailing Address of the Corporation

The Corporation's address for service and mailing address shall be:

c/o FirstService Residential
2645 Skymark Avenue
Suite 101
Mississauga ON
L4W 4H2

or such other address as may be determined by a resolution of the Board.

The Corporation's municipal address is

c/o FirstService Residential
2645 Skymark Avenue
Suite 101
Mississauga ON
L4W 4H2

Section 1.08 - Approval Authority Requirements

The following conditions imposed by the Approval Authority are included and form part of the Declaration:

- (a) the Visitor Parking Spaces form part of the common elements and shall not be used by or sold to any Owner or be considered part of the exclusive use portions of the common elements;
- (b) of the Visitor Parking Spaces that are shown to be a barrier free parking space, they will form part of the common elements, the control over which will be retained by the Corporation and such barrier free parking space cannot be made part of the exclusive use portions of the common elements;
- (c) the fire suppression system including without limitation the sprinkler piping, lock boxes and all appurtenances thereto, contained within a unit form part of the common elements and the sprinkler heads contained within a unit form a part of the unit. None of the foregoing items set out in this subparagraph (c) shall be altered in any way without the prior consent of the Board; and
- (d) the Corporation acknowledges that the Declarant has entered into a site plan agreement for 2325 Thoroughbred Street registered on October 19, 2016 as Instrument No. DR1528472, a site plan agreement for 2420 Thoroughbred Street registered on June 15, 2016 as Instrument No. DR1483402 and a condominium agreement for both 2325 and 2420 Thoroughbred Street registered on February 12, 2018 as Instrument No. DR1681355 (collectively the "**Agreement**"). The Corporation acknowledges the content and obligations as set out in the Agreement and agrees to comply with the Agreement. The Corporation shall not grant any consent which does not comply with the Agreement.

Section 1.09 - Architect/Engineer's Certificate

The certificate(s) of the architect and/or engineer (s) that all buildings have been constructed in accordance with the regulations is/are contained in Schedule "G" annexed hereto.

ARTICLE 2 - COMMON EXPENSES

Section 2.01 - Specification of Common Expenses

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

Section 2.02 - Payment of Common Expenses

Each Owner, including the Declarant, shall pay to the Corporation his proportionate share of the Common Expenses, as may be provided for by the by-laws 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 members of his family and/or their respective tenants, invitees or licensees shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

Section 2.03 - Reserve Fund

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

Section 2.04 - Status Certificate

The Corporation shall, upon request, provide the requesting party with a status certificate and accompanying documentation and information in accordance with 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 for any reason whatsoever, all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

ARTICLE 3 - COMMON ELEMENTS

Section 3.01 - General Use of Common Element Areas

- (a) Save as otherwise provided in this Declaration to the contrary, each Owner may make reasonable use of (and has the right to enjoy) the whole or any part of the Common Elements, including those exclusive use common element areas allocated or appurtenant to his unit as set out in Schedule "F" hereto, subject to any applicable conditions or restrictions set out in the Act, this Declaration, the by-laws and Rules of the Corporation, and any agreement(s) authorized by any by-law. 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 upon any portion of the Common Elements that:
 - (i) 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, and in any agreement(s) authorized by any by-law;
 - (ii) is likely to damage the Property, injure any person, or impair the structural integrity of any unit or common element area;
 - (iii) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and their respective units; or

- (iv) 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.

In the event that the use of the Common Elements by any Owner contravenes any of the foregoing provisions, then such Owner shall indemnify and save the Corporation harmless from and against any and all costs, losses, damages, expenses and/or liabilities that the Corporation may suffer or incur as a result of said contravention and/or the cancellation of any insurance policy arising therefrom (including without limitation, any costs incurred to redress, rectify and/or relieve said contravention), and such Owner shall also be personally liable to pay and/or fully reimburse the Corporation for any increased insurance premiums payable by the Corporation as a result of such Owner's use, and all such costs and expenses may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

- (b) 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 (or by virtue of) this Declaration, any by-law of the Corporation, and/or any agreement(s) authorized by any by-law of the Corporation.

Section 3.02 - Exclusive Use Common Elements

Subject to the provisions of the Act, this Declaration and the by-laws and the Rules passed pursuant thereto, the Owner of certain units shall have the exclusive use and enjoyment of those parts of the Common Elements as set out in Schedule "F" attached hereto.

Section 3.03 - Restrictive Access

Unless otherwise provided for in this Declaration, without the consent in writing of the Board, no Owner shall have any right of access to those parts of the Common Elements used from time to time for utility, service or mechanical areas, building maintenance, storage, garbage or loading areas, operating machinery, the Declarant's marketing, sales, construction or customer service offices or areas, or any other parts of the Common Elements used for the care, maintenance or operation of the Property. Provided, however, that this Section shall not apply to any first mortgagee holding mortgages on at least twenty-five per cent (25%) of the Dwelling Units who shall have a right of access for inspection upon forty-eight (48) hours' notice to the Corporation.

Section 3.04 - Sales Office

Notwithstanding anything hereinafter provided to the contrary, and notwithstanding the Rules to the contrary, the Declarant shall be entitled to erect, maintain, replace and remove signs (of any size and form) for marketing and sales purposes and one or more offices and/or model suites for marketing, sales, construction and/or customer service purposes, upon any part of the common elements, and within or outside any unsold units in such locations as the Declarant determines, in its sole, absolute and arbitrary discretion, but the Declarant shall not under any circumstances be charged for the use of the space so occupied, not for any utility services including gas, hydro and water supplied thereto, nor shall the Corporation (nor anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility and/or telephone or any other service to the said marketing, sales and/or construction office(s) of the Declarant.

Section 3.05 - Modification of Common Elements, Assets and Services

(a) General Prohibition

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

accordance with Section 98 of the Act.

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

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

(c) **Substantial Additions, Alterations and Improvements by the Corporation**

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

Section 3.06 - Pets

No animal, livestock or fowl, other than those household domestic pets as permitted pursuant to Article 4 of this Declaration are permitted to be on or about the Common Elements, including the exclusive use Common Elements, except for ingress to and egress from a Dwelling Unit and otherwise the City of Oshawa by-laws relating to animals shall be complied with. All dogs and cats must be kept under personal supervision and control and held by leash at all times during ingress and egress from a Dwelling Unit and while on the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a nuisance or danger to the residents of the Corporation is permitted to be on or about the Common Elements.

Section 3.07 – Use of the Visitor Parking Spaces

- (a) Each of the Visitor Parking Spaces shall be used only by the visitors and guests of the Owners, residents and tenants of the units, and by the Declarant and its employees, agents, representatives, contractors and invitees, for the purposes of parking thereon only one motor vehicle per space, and each such space shall be individually so designated by means of clearly visible signs. None of the Visitor Parking Spaces shall be assigned, leased or sold to any Owner or to any other party, nor otherwise conveyed or encumbered. Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the Board, the term “**motor vehicle**”, when used in the context of visitor parking, shall be restricted to a private passenger automobile, motorcycle, station wagon, mini van, SUV, truck, recreational vehicle or snowmobile and shall exclude any type of commercial vehicle, truck or trailer (and such other vehicles as the Board may wish to exclude from the Property from time to time), but shall nevertheless specifically include any construction and/or loading vehicles used by the Declarant or by any Owner or its tenants and/or any of its or their employees, agents, representatives or contractors in the course of constructing, completing, servicing and/or maintaining the Condominium or the units.
- (b) The Declarant (and its servants, agents and employees) shall have the right to the free use to any number of Visitor Parking Spaces, until such time as:
 - (i) all units in the Condominium have been sold and closed; and
 - (ii) maintenance, service, Performance Audit work and any other work required by Tarion Warranty Corporation has been completed by the Declarant.

ARTICLE 4 - UNITS

Section 4.01 - General Use of Units

- (a) 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 upon any portion of the units that:

- (i) 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, and in any agreement(s) authorized by any by-law;
- (ii) is likely to damage the Property, injure any person, or impair the structural integrity of any unit or exclusive use common element area;
- (iii) will unreasonably interfere with the use and enjoyment by the other Owners of their units or of their exclusive use common element areas; or
- (iv) 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.

In the event that the use of a unit by any Owner contravenes any of the foregoing provisions, then such Owner shall indemnify and save the Corporation harmless from and against any and all costs, losses, damages, expenses and/or liabilities that the Corporation may suffer or incur as a result of said contravention and/or the cancellation of any insurance policy arising therefrom (including without limitation, any costs incurred to redress, rectify and/or relieve said contravention), and such Owner shall also be personally liable to pay and/or fully reimburse the Corporation for any increased insurance premiums payable by the Corporation as a result of such Owner's use, and all such costs and expenses may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

- (b) No one shall, by any conduct or activity undertaken in or upon any part of any unit, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to (or by virtue of) this Declaration, any by-law of the Corporation, and/or any agreement(s) authorized by any by-law of the Corporation.
- (c) The Owner of a unit shall comply and shall require all residents, tenants, invitees, licensees, and visitors of his unit to comply with the Act, this Declaration, the by-laws and the Rules.
- (d) Save as otherwise provided in this Declaration to the contrary, no Owner other than the Declarant shall make any structural change or alteration in or to any unit, and without limiting the generality of the foregoing, to any boundary wall, load-bearing partition wall or floor, without the written consent of the board. Any changes whether or not of a nature requiring the approval of the board shall be made in accordance with the provisions of all relevant Governmental Authorities and their by-laws, rules, regulations or ordinances and if the approval of the board is required, in accordance with the conditions, if any, of such approval by the board. In order to properly maintain the fire rate of the ceilings in the Dwelling Units, no Owner other than the Declarant shall penetrate the drywall ceiling with openings of any size (with the exception of normal household screws, bolts or similar size objects) without the consent of the board.

Section 4.02 - Occupation and Use of Dwelling Units

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

- (a) Each Dwelling Unit shall be occupied and used only in accordance with the by-laws of the City of Oshawa and for no other purposes; provided, however, that the foregoing shall not prevent the Declarant from completing the Building, maintaining Dwelling Units as models for display and sale purposes for Phase 1 and Phase 2 and otherwise maintaining construction offices, displays and signs until all Dwelling Units have been sold and closed by the Declarant.
- (b) No animal, livestock or fowl of any kind other than two (2) general household domestic pets, being cats, dogs, canaries, budgies, or other small caged birds, or an aquarium of goldfish or tropical fish, shall be kept or allowed in any Dwelling Unit. All of the aforesaid domestic pets are to be kept in accordance with City of Oshawa

bylaws relating to animals. No pet, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance or a danger to Owners or other residents of the Corporation shall be kept by any Owner in any Dwelling Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the Property. No breeding of pets for sale or otherwise shall be carried on, in or around any unit.

- (c) Notwithstanding anything contained to the contrary in this Declaration and notwithstanding the prior provisions of Section 4.01(d), no Owner shall make any change or alteration whatsoever to any privacy screens/fencing located on the exclusive use in the rear yards of any Dwelling Units or otherwise on the boundary of the Lands.
- (d) No change is to be made in the colour of any roof shingles, paint, exterior glass, window, door or screen of any Dwelling 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 within or on any balcony, terrace or outdoor patio area which is visible to the outside), including awnings and/or storm shutters, doors or windows of the Building, nor shall an Owner grow any type of plant, shrub or flower, vine or grass outside his Dwelling Unit, including the exclusive use common elements, except with the prior written consent of the board, and further, when approved, subject to the Rules.
- (e) No portable or window air conditioner shall be placed or installed on the outside of window sills or projections. Any Owner may replace his air-conditioning unit provided that a similar type and size of air-conditioning unit is so installed. Any Owner who installs an air-conditioning unit as aforesaid shall be responsible at his 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.
- (f) 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.
- (g) **[Note that if a utility check or sub metering system is installed then the following provisions apply]**
 - (i) The Declarant reserves the right (but is under no obligation whatsoever) to install and supply separate meters or submeters for utilities such as water (the “Service”) with respect to each individual unit, at the sole cost and expense of each purchaser, so that each owner or occupant shall be directly responsible for paying utility costs attributable to his particular Residential Units, rather than such costs being part of the common expenses for the Condominium.
 - (ii) Therefore, utility consumption in each owner’s unit and in the common elements may be measured and invoiced by one or more submetering systems installed and operated by one or more third party suppliers or distributors (each called a “Supplier”). Each owner will be required to enter into a supply and services agreement with each Supplier and to pay all deposits and security required.
 - (iii) Each unit owner shall receive and be responsible for payment of the invoice with respect to the supply of and consumption for each Service in respect of his/her unit, which invoice shall include an administrative and distribution fee. The unit owner shall remit payment to each Supplier for Service consumption, separate from any other obligations the unit owner has with

respect to payment of common expenses as an owner within the Condominium.

- (iv) Any monies owing with respect to invoices for Service consumption and administrative and distribution fee and not paid to the Supplier by the unit owner according to the terms of the invoice, may if required by the Supplier, be paid by the Corporation to the Supplier and shall thereupon be a debt owed by the owner of the unit within which the Service was consumed and shall be collectable by the Corporation as if same were common expenses in arrears and for such purposes only shall be considered common expenses. Payment to the Corporation shall be made in such manner and with such frequency as determined by the Board of Directors from time to time acting reasonably in the event of such default. Interest will accrue on arrears of money owing for utility consumption at a rate equal to that for arrears of common expense payments as set out in the corporation's declaration and/or by-laws.
- (v) In the event a unit owner is in default of payment of invoices to a Supplier as a condition of being supplied or continuing to be supplied with the particular Service, the Corporation has the right to require an Owner to maintain a deposit with the Corporation in an amount as determined by the Board. The Corporation is entitled to apply such deposits against monies owing by a defaulting Owner to the Supplier with respect to the supply of the particular Service to such Owner's Unit.
- (vi) Notwithstanding any other provisions of this Declaration, the Corporation authorizes entry to units and the common elements including exclusive use common elements, by the Supplier or its subcontractors from time to time, as deemed necessary by the Supplier for the purposes of conducting inspection, maintenance, repair and reading of the submetering systems, or check meters or fire suppression system. Work that is required within a unit or common elements (including exclusive use common elements) in order to facilitate the usage and operation of any submetering systems or check meters is also permitted and authorized upon not less than twenty-four (24) hours notice to the owner of the unit if access to the unit is required, except in the case of urgency or emergency, whereupon no notice is required.
- (vii) The Corporation or the Supplier shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of the particular Service to any unit, where payments owing for same are in arrears and/or the Corporation may register a common expense lien against the unit. The Supplier shall in addition, have all rights available to it at law or in equity which may include the right to commence and action against the defaulting owner.
- (viii) The Corporation may be required to enter into a utility supply and services agreement with each Supplier or enter into an assignment and assumption agreement. In the event that this agreement is terminated pursuant to Section 112 of the Act or otherwise, the Supplier shall have the right to remove meters installed by it (or any part thereof) from the Unit, Building and Property and/or recover its investment in any utility distribution system and all associated termination, disconnect and removal costs from the Corporation.
- (ix) All costs associated with installing, reading, repairing and maintaining the Residential Unit meters, submeters and/or consumption meters for each particular Service shall be for the account of the owner of such Residential Units or any occupant or resident therein.
- (x) In the event that any of the agreements referred to in this Section 4.02(g) are terminated pursuant to Section 112 of the Act or otherwise, the Supplier may pursuant to its agreement have the right to remove meters installed by it (or any part thereof) from the Dwelling Units, Building and Property and/or

recover from the Condominium, its investment in any service distribution system and all associated termination, disconnect and removal costs.

Section 4.03 - Requirements for Leasing

- (a) Where an Owner leases his unit, the Owner shall within thirty (30) days of entering into a lease (which term includes offer to lease) or a renewal thereof:
 - (i) notify the Corporation that the unit is leased;
 - (ii) provide the Corporation with the tenant's name, the Owner's address and a copy of the lease or renewal or a summary of it in the form prescribed by the Regulations to the Act; and
 - (iii) provide the tenant with a copy of the Declaration, by-laws and Rules of the Corporation.
- (b) If a lease of a unit is terminated and not renewed, the Owner of the unit shall notify the Corporation in writing.
- (c) In addition, no Owner shall lease his unit unless he delivers to the Corporation a covenant or agreement signed by the tenant in favour of the Corporation, to the following effect:

"I acknowledge and agree that I, and my servants, agents, tenants, family, invitees and licensees from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, the Declaration, the by-laws of the Condominium, all Rules of the Condominium and any agreement(s) authorized by the by-laws of the Condominium during the entire term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of Common Expenses unless otherwise provided by the Condominium Act."

ARTICLE 5 - MAINTENANCE AND REPAIRS

Section 5.01 - Maintenance of Unit by Owner

Each Owner shall maintain his unit and those portions of the common elements designated for the exclusive use of the unit, and subject to the provisions of the Act and of this Declaration, each Owner is to repair his unit after damage, all at his own expense. Without limiting the generality of the foregoing, each Owner shall:

- (a) clean the interior surfaces of windows and doors to the unit and exterior surfaces of windows to the Unit that are accessible from such unit or exclusive use common elements of such unit;
- (b) maintain any terrace, patio or balcony which has been designated as an exclusive use common element in respect of such Unit and to which the Unit has direct access. Furthermore each Owner shall maintain any such terrace, patio or balcony in a clean, neat, tidy and sightly condition; and
- (c) maintain, repair and replace any system (but excluding the fire suppression system used for fire protection within the unit which shall be maintained, repaired and replaced by the Corporation, the cost of which shall form part of the Common Expenses, (but not the sprinkler heads which shall be maintained, repaired and replaced by the Owners)), appliance or fixture that solely serves an Owner's unit, including the heating, air conditioning and ventilation systems and equipment, solely servicing the unit and air filters, fans and motors which are located in the unit; but no Owner shall make any replacement, change, alteration or addition to such equipment without the prior written consent of the board. Such maintenance to include regularly scheduled inspections of such heating/air-conditioning equipment and periodic cleaning of the air filters. Provided that the Corporation may, notwithstanding the foregoing, make provision in its annual budget for such maintenance and repair, including the filters.

Each Owner is responsible for all damages to any and all other units and to the Common Elements, which are caused by the failure of the Owner to so maintain and repair his unit.

Section 5.02 - Corporation May Make Repairs

The Corporation shall make any repairs that an Owner is obligated to make and that he does not make within a reasonable time or in an emergency situation such repairs may be forthwith made by the Corporation or the Corporation may otherwise enforce the terms of or compliance with the Declaration, and in such an event or events an Owner shall be deemed to have consented to have repairs done to his unit by the Corporation and shall also consent to any enforcement of the Declaration by the Corporation, and an Owner shall reimburse the Corporation in full for the costs of such repairs and enforcement, including any legal or collection costs incurred by the Corporation in order to collect the costs and repairs, and all such sums of money are to bear interest at the prime rate of interest of the Corporation's banker plus 5% per annum, calculated monthly not in advance, or such other amount as may be established, from time to time, by the board. The Corporation may collect all such sums of money in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the Common Expenses of such Owner, after receipt of notice from the Corporation thereof. All such payments are to be additional contributions towards the Common Expenses and recoverable as such.

Section 5.03 - Repairs and Maintenance of Common Elements

- (a) The Corporation shall maintain the Common Elements (except for exclusive use Common Elements) and shall repair after damage the Common Elements (including exclusive use Common Elements), other than any improvements to (and/or any facilities, services and/or amenities placed or installed by any unit Owner upon) any Common Element areas designated for the exclusive use of any Owner. This duty to maintain and repair shall extend to all doors (except as set out in Section 5.01(a)) which provide access to the units and to all windows (except as set out in Section 5.01(a)), but shall not extend to any exterior lights servicing each unit.
- (b) Each Owner shall be liable for any damage due to the malfunction of any equipment which services his Unit and is contained within his Unit, and which is caused by his failure to carry out the periodic cleaning, repair and replacement of same or otherwise by the act or omission of an Owner, his servants, agents, tenants, family, invitees or licensees. No Owner shall make any change, alteration or addition in or to such equipment without the prior consent of the board. The decision to replace any component associated with any such heating, air-conditioning and ventilation equipment, if any, shall be at the sole discretion of the board or its agent.
- (c) Each Owner shall be responsible for the cleaning and sweeping of any balcony, patio or terrace area set aside for the exclusive use of such Owner. No Owner may alter any balcony, patio or terrace area (or any portion of the exterior window glazing) nor alter or change the colour, texture and/or materials constituting same without the prior written consent of the Corporation. Upon the Corporation's request, each Owner shall provide access to the balcony or terrace area set aside for the exclusive use of such Owner, to the Corporation's authorized representatives, servants, agents or contractors for the purposes of facilitating and/or expediting any requisite maintenance or repair made to any other unit or the Common Elements.
- (d) Every Owner from time to time shall forthwith reimburse the Corporation for repairs to and replacement of any services or equipment serving the Common Elements that are situated within or are affixed to his unit, caused by his negligence or the negligence of his family, tenants, servants, agents, invitees, or licensees of his unit.

Section 5.04 - 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 residents, guests, visitors, tenants, licensees or invitees to his unit, to so maintain and repair his Unit and such parts of the Common Elements for which he is responsible, or caused by the negligence or wilful misconduct of the Owner, his residents, 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.

ARTICLE 6 - INDEMNIFICATION

Section 6.01 - Indemnity

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, 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 towards Common Expenses payable by such Owner and shall be recoverable as such.

ARTICLE 7 – INSURANCE

Section 7.01 - By the Corporation

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance as well as insurance against such other perils or events as the Board may from time to time deem advisable, in one or more policies:

(a) **“All Risk” Insurance**

Insurance against “all risks” (including 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 Common Elements;
- (ii) personal property owned by the Corporation excluding furnishings, furniture and other personal property supplied or installed by the Owners; and
- (iii) the units, except for any improvements or betterments made or acquired by the Owners of such units;

in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause as determined by the Board from time to time.

(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 and this Declaration) and shall contain the following provisions, if available and at a reasonable cost:

- (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners’ respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or wilful misconduct 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;
- (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 no 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.

Section 7.02 - 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, shall be bound by such adjustment.
- (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 subsection 7.02 (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 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 maintained pursuant to Section 47(2) of the Act. 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, they shall be held in trust and applied for the same purposes as are specified otherwise in this Article 7.
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable 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.

Section 7.03 - Indemnity Insurance

The Corporation shall obtain and maintain insurance for the benefit of directors and officers of the Corporation in order to indemnify them against any liability, cost, charge or expense incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against any of the aforesaid liabilities, costs, charges or expenses incurred by them as a result of contravention of Section 37(1) of the Act.

Section 7.04 - By the Owner

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 risk:

- (a) Insurance on the Owner's unit and all betterments and improvements thereto and on all furnishings and personal property of the Owner. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its 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 wilful misconduct caused or contributed by any of the aforementioned parties.
- (b) 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.
- (c) Insurance covering the deductible on the Corporation's main policy for which an owner may be responsible, if commercially available.

ARTICLE 8 - DUTIES OF THE CORPORATION

Section 8.01 - Duties of the Corporation

In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the by-laws of the Corporation, the Corporation shall have the following duties (which are not intended to be exhaustive), namely:

- (a) to enter into, abide by and comply with the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreements (as well enter into a formal assumption agreement with the City of Oshawa or other governmental authorities relating thereto, if so required by the City of Oshawa or other governmental authorities (collectively the "**Municipal Agreements**")), which may include the maintenance of boundary fences or berms;
- (b) to enter into an agreement with the Declarant immediately after the registration of this Declaration (hereinafter referred to as the "**License Agreement**"), if so required by the Declarant or the City of Oshawa or other governmental authorities pursuant to which the Corporation shall formally grant the Declarant a license to enter upon the Common Elements for the purposes of complying with all of the terms and provisions of the Municipal Agreements (including without limitation the requirement by the Declarant to complete all servicing works and landscaping as required of the Declarant pursuant to the City of Oshawa site plan agreement), or for the purpose of performing any work pursuant to the Performance Audit or as may otherwise be required by Tarion Warranty Corporation, which license shall automatically expire upon the completion and fulfilment of all obligations of the Declarant thereunder (but in no case later than twenty-one (21) years following the registration of this Declaration, in order to obviate any contravention of the subdivision control and part-lot control provisions of the Planning Act, R.S.O. 1990, as amended) and which license shall be duly authorized by a by-law, and if no such formal License Agreement is required, then the provisions of this subparagraph shall constitute a license in favour of the Declarant, City of Oshawa or other Governmental Authority upon the terms as set out herein;
- (c) to grant, immediately after the registration of this Declaration, if required, or at such other time as 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 the Building and units, and if so requested by the grantees of such easements, to enter into (and abide by the terms and provision of) an

agreement with the utility and/or cable television supplier pertaining to the provision of their services to the Building and units and for such purposes shall enact such by-laws as may be required to sanction the foregoing;

- (d) to ensure that no actions or steps are taken by or on behalf of the Corporation, or by any unit Owner, or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the Common Elements for its marketing, sale or construction programs, or for performing any after sales work or any work pursuant to the Performance Audit;
- (e) to preserve the function of and to maintain and repair all barrier fences located on or within the boundaries of the Lands, all noise fences constructed by the Declarant, all retaining walls located on the Lands or its boundaries and all oil grit separators, if any;
- (f) to enter into all required agreements or other documentation for either direct contracting of or assumption of existing agreements relating to the supply of any utility and to comply with the said agreements;
- (g) to ensure that no action 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 access and egress over any portion of the Property so as to enable the Declarant to construct, complete, maintain and repair the project;
- (h) to enter into, abide by and comply with the terms and provisions of a warranty agreement (the "**Warranty Agreement**") with the Declarant which shall provide that (i) the Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Act and the Ontario New Home Warranties Plan Act and by Tarion Warranty Corporation, (ii) the Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient construction items and any related matters in respect of the Property, the Corporation and the Building shall be through the process established for and administered by Tarion Warranty Corporation; (iii) the Corporation, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of all such matters; (iv) the Corporation shall indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of the Warranty Agreement; (v) the Corporation shall acknowledge and agree that it shall have no claim or cause of action as a result of any outstanding, incomplete or deficient construction items or any related matters in the respect to the Property against any person or legal entity other than the entity named as the Declarant (and against the Declarant only insofar as such rights are limited by the Warranty Agreement, notwithstanding that the Declarant may be a nominee or agent of another person, firm, corporation or other legal entity, and that such acknowledgment and agreement may be pleaded as an estoppel and bar in any action or proceeding brought by the Corporation to assert any rights, claims or causes of action against any person, firm, corporation or legal entity other than the entity named as the Declarant; and (vi) the Warranty Agreement shall not be terminated or terminable by the Corporation following the Condominium's turnover meeting and it shall enure to the benefit of the successors and assigns of the Declarant;
- (i) the board shall update the Condominium budget within thirty (30) days of the amendment to the declaration and description to create both Phase 1 and Phase 2 has been registered; and
- (j) when the Corporation formally retains an independent consultant to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provision of section 44 of the Act (the "**Performance Audit**") or if the Corporation intends to perform or causes to be performed any maintenance, repair or replacement work (which maintenance, repair or replacement which is herein called the "**Repair Work**") on or to the Common Elements, for which the

Corporation intends to or will hold the Declarant responsible for, then the Corporation shall have a duty:

- (k) with respect to the Performance Audit, to permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the “**Performance Auditor**”) while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit;
 - (i) to provide the Declarant with a copy of the Performance Audit within fifteen (15) days of submission of the Performance Audit to the board;
 - (ii) to permit the Declarant and its authorized employees, agents and representatives and workmen to carry out or cause to be carried out, any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so, in its sole and absolute discretion) and to provide the Declarant (and its employees, agents, representatives and workmen) with all appropriate access to the Units and Common Elements in order to do so;
 - (iii) with respect to the Repair Work to permit the Declarant and its authorized employees, agents, representatives and workmen to carry out or cause to be carried out any such Repair Work (if the Declarant chooses to do so, in its sole and absolute discretion) and to provide the Declarant (and its employees, agents, representatives and workmen) all appropriate access to the Units and Common Elements in order to do so; and
 - (iv) to co-operate with the Declarant for the purpose of facilitating and expediting the rectification and audit process and for the purpose of confirming to the Tarion Warranty Corporation that all deficiencies as outlined in the Performance Audit have been completed and to respond to all Declarant requests and correspondence within fifteen (15) days of receipt thereof.

ARTICLE 9 - GENERAL MATTERS AND ADMINISTRATION

Section 9.01 - Rights of Entry

- (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 purposes of making inspections, adjusting losses, making repairs, maintaining landscaped common element areas and planters which form part of the Common Elements, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the Property, or carrying out any duty imposed upon the Corporation.
- (b) In case of emergency, an agent of the Corporation may enter a unit at any time and without notice, for the purpose of repairing the unit, Common Elements or 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 any one 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 right and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatsoever for the care

or supervision of any unit except as specifically provided in this Declaration and the by-laws.

- (e) The Corporation shall retain a key and/or combination to all locks to each unit. No Owner shall change any lock or place any additional locks on the doors to any unit or in the unit or to any part of the Common Elements of which such owner has the exclusive use without immediately providing to the Corporation a key for each new or changed lock.
- (f) The Declarant, its employees, contractors, trades or agents, without any obligation to first obtain consent from the board, or any unit Owner, shall be entitled, from time to time, to enter in and upon any unit or any part of the Common Elements or any part of the Common Elements over which any Owner has the exclusive use, to complete any construction or maintenance work in any such unit or to the Common Elements or Common Elements over which an Owner has the exclusive use, including, without limitation, the right to use any required machinery or equipment the Declarant deems necessary in order to complete any such work

ARTICLE 10 - MISCELLANEOUS

Section 10.01 - 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 the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 10.02 - Waiver

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

Section 10.03 - Construction of Declaration

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

Section 10.04 - 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.

Section 10.05 - Notice

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted, may be given as follows:

- (a) to an Owner (if an individual, by giving same to him, or if a Corporation, by giving same to any director or officer of the Owner) either personally, by courier or by ordinary mail, postage prepaid, addressed to the Owner at the address for service given by the Owner to the Corporation for the purposes of notice, or if no such address has been given to the Corporation, then to such Owner at his respective unit address;
- (b) to a Mortgagee who has notified the Corporation of its interest in any unit, at such address as is given by each Mortgagee to the Corporation for the purpose of notice, by courier or ordinary mail, postage prepaid;
- (c) to the Corporation, by giving same to any director or officer of the Corporation, either personally, by courier or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service as hereinbefore set out; and

- (d) to the Declarant, by giving same to any director or officer of the Declarant, either personally, by courier, or by facsimile transmission, addressed to the Declarant at its address for service from time to time.

If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the 5th business day following the day on which it was mailed. Any Owner or mortgagee or the Declarant may change his address for service by giving notice to the Corporation in the manner as aforesaid.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hand of its proper officers duly authorized in that behalf on this 20th day of February, 2018.

2157236 ONTARIO LIMITED

Per: 
Name: Alexander Libfeld
Title: President

I have authority to bind the Corporation.

SCHEDULE 'A'

In the City of Oshawa, Regional Municipality of Durham being all of Block 2, Registered Plan 40M-2559, hereinafter referred to as the "Condominium Lands".

Being All of PIN 16263-0522 (LT).

SUBJECT TO an easement in favour of Enbridge Gas Distribution Inc. over all of Block 2, Registered Plan 40M-2559, in the City of Oshawa, Regional Municipality of Durham as set out in DR1473637.

SUBJECT TO an easement in favour of Oshawa PUC Networks Inc. over all of Block 2, Registered Plan 40M-2559, in the City of Oshawa, Regional Municipality of Durham as set out in DR1515234.

SUBJECT TO an easement in favour of Rogers Communications Inc. over all of Block 2, Registered Plan 40M-2559, in the City of Oshawa, Regional Municipality of Durham as set out in DR1677523.

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

The following is a legal description of the servient lands:

In the City of Oshawa, Regional Municipality of Durham being all of Block 4, Registered Plan 40M-2559. *PIN 16263-0524*

Dated this 26th day of February, 2018.

Owens Wright LLP
Solicitors and duly authorized
Representatives of
2157236 ONTARIO LIMITED

Per:


Arthur Shapero

**Consent (Schedule B to Declaration) (under clause 7 (2) (b) of the
Condominium Act, 1998)**

Condominium Act, 1998

1. Travelers Insurance Company of Canada has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number DR1513240 in the Land Registry Office for the Land Titles Division of Durham (No. 40).
2. We consent to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. We are entitled by law to grant this consent and postponement.

DATED this 28th day of February, 2018.

**TRAVELERS INSURANCE COMPANY OF
CANADA**

Per: 

Name:

Gwen Nguyen

Title:

Underwriter

Per: 

Name:

Howard P. Friedman

Title:

Vice President & CUO

I/We have authority to bind the Corporation

**Consent (Schedule B to Declaration) (under clause 7 (2) (b) of the
Condominium Act, 1998)**
Condominium Act, 1998

1. Royal Bank of Canada and The Bank of Nova Scotia have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number DR1530746 in the Land Registry Office for the Land Titles Division of Durham (No. 40).
2. We consent to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. We are entitled by law to grant this consent and postponement.

DATED this 28th day of February, 2018.

ROYAL BANK OF CANADA

Per: 
Name: **Mark O'Duffy**
Title: **Director**

Per: 
Name: **Michelle Mok**
Title: **Director**

I/We have authority to bind the Bank

**Consent (Schedule B to Declaration) (under clause 7 (2) (b) of the
Condominium Act, 1998)
Condominium Act, 1998**

1. Royal Bank of Canada and The Bank of Nova Scotia have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number DR1530746 in the Land Registry Office for the Land Titles Division of Durham (No. 40).
2. We consent to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. We are entitled by law to grant this consent and postponement.

DATED this 14th day of ~~February~~, 2018. MARCH, 2018

THE BANK OF NOVA SCOTIA

BNS DOCUMENT
NO. 2960/18
APPROVED FOR
EXECUTION

Per: 
Name:
Title:

| |
|--|
| Alex Byrne Assistant General Manager Real Estate Credit |
|--|

Per:
Name:
Title:

I/We have authority to bind the Bank

SCHEDULE 'C'

Each Residential Unit shall comprise the area within the heavy lines shown on Part 1, Sheet 2 of the description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the Units are the physical surfaces referred to immediately below, and are illustrated on Part 1, Sheet 2 of the Description, and all dimensions shall have reference to them.

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

1. BOUNDARIES OF RESIDENTIAL UNITS

(being Units 1 to 162, inclusive, on Level 1):

- a) Each Residential Unit is bounded vertically by:
 - i) the upper surface of the unfinished concrete floor slab and production thereof and
 - ii) the upper surface of the drywall ceiling
- b) Each Residential Unit is bounded horizontally by:
 - i) the unit side surface of the exterior doors and windows, door frames and window frames and glass panels therein, the said doors and windows being in a closed position, and
 - ii) the backside surface of the drywall sheathing on walls separating the unit from the common elements or from other such units, and
 - iii) the unit side surface of the poured concrete foundation wall / concrete block wall where applicable

I hereby certify that the written description of the monuments and boundaries of the Units contained herein, accurately corresponds with the diagrams of the Units shown on Part 1, Sheet 2 of the Description.

Feb. 26, 2018
Dated

G. C. Laframboise
G. C. Laframboise
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

| SUITE NO. | LEVEL NO. | UNIT NO. | PERCENTAGE CONTRIBUTION TO COMMON EXPENSES | PERCENTAGE INTEREST IN COMMON ELEMENTS |
|--------------|--------------|-------------|---|---|
| 1 | 1 | 1 | 0.61728 | 0.61728 |
| 2 | 1 | 2 | 0.61728 | 0.61728 |
| 3 | 1 | 3 | 0.61728 | 0.61728 |
| 4 | 1 | 4 | 0.61728 | 0.61728 |
| 5 | 1 | 5 | 0.61728 | 0.61728 |
| 6 | 1 | 6 | 0.61728 | 0.61728 |
| 7 | 1 | 7 | 0.61728 | 0.61728 |
| 8 | 1 | 8 | 0.61728 | 0.61728 |
| 9 | 1 | 9 | 0.61728 | 0.61728 |
| 10 | 1 | 10 | 0.61728 | 0.61728 |
| 11 | 1 | 11 | 0.61728 | 0.61728 |
| 12 | 1 | 12 | 0.61728 | 0.61728 |
| 13 | 1 | 13 | 0.61728 | 0.61728 |
| 14 | 1 | 14 | 0.61728 | 0.61728 |
| 15 | 1 | 15 | 0.61728 | 0.61728 |
| 16 | 1 | 16 | 0.61728 | 0.61728 |
| 17 | 1 | 17 | 0.61728 | 0.61728 |
| 18 | 1 | 18 | 0.61728 | 0.61728 |
| 19 | 1 | 19 | 0.61728 | 0.61728 |
| 20 | 1 | 20 | 0.61728 | 0.61728 |
| 21 | 1 | 21 | 0.61728 | 0.61728 |
| 22 | 1 | 22 | 0.61728 | 0.61728 |
| 23 | 1 | 23 | 0.61728 | 0.61728 |
| 24 | 1 | 24 | 0.61728 | 0.61728 |
| 25 | 1 | 25 | 0.61728 | 0.61728 |
| 26 | 1 | 26 | 0.61728 | 0.61728 |
| 27 | 1 | 27 | 0.61728 | 0.61728 |
| 28 | 1 | 28 | 0.61728 | 0.61728 |
| 29 | 1 | 29 | 0.61728 | 0.61728 |
| 30 | 1 | 30 | 0.61728 | 0.61728 |
| 31 | 1 | 31 | 0.61728 | 0.61728 |
| 32 | 1 | 32 | 0.61728 | 0.61728 |
| 33 | 1 | 33 | 0.61728 | 0.61728 |
| 34 | 1 | 34 | 0.61728 | 0.61728 |
| 35 | 1 | 35 | 0.61728 | 0.61728 |
| 36 | 1 | 36 | 0.61728 | 0.61728 |
| 37 | 1 | 37 | 0.61728 | 0.61728 |
| 38 | 1 | 38 | 0.61728 | 0.61728 |
| 39 | 1 | 39 | 0.61728 | 0.61728 |
| 40 | 1 | 40 | 0.61728 | 0.61728 |
| 41 | 1 | 41 | 0.61728 | 0.61728 |
| 42 | 1 | 42 | 0.61728 | 0.61728 |
| 43 | 1 | 43 | 0.61728 | 0.61728 |
| 44 | 1 | 44 | 0.61728 | 0.61728 |
| 45 | 1 | 45 | 0.61728 | 0.61728 |
| 46 | 1 | 46 | 0.61728 | 0.61728 |
| 47 | 1 | 47 | 0.61728 | 0.61728 |
| 48 | 1 | 48 | 0.61728 | 0.61728 |
| 49 | 1 | 49 | 0.61728 | 0.61728 |
| 50 | 1 | 50 | 0.61728 | 0.61728 |
| 51 | 1 | 51 | 0.61728 | 0.61728 |
| 52 | 1 | 52 | 0.61728 | 0.61728 |
| 53 | 1 | 53 | 0.61728 | 0.61728 |
| 54 | 1 | 54 | 0.61728 | 0.61728 |
| 55 | 1 | 55 | 0.61728 | 0.61728 |
| 56 | 1 | 56 | 0.61728 | 0.61728 |
| 57 | 1 | 57 | 0.61728 | 0.61728 |
| 58 | 1 | 58 | 0.61728 | 0.61728 |
| 59 | 1 | 59 | 0.61728 | 0.61728 |
| 60 | 1 | 60 | 0.61728 | 0.61728 |
| 61 | 1 | 61 | 0.61728 | 0.61728 |

SCHEDULE D

| SUITE NO. | LEVEL NO. | UNIT NO. | PERCENTAGE CONTRIBUTION TO COMMON EXPENSES | PERCENTAGE INTEREST IN COMMON ELEMENTS |
|--------------|--------------|-------------|---|---|
| 62 | 1 | 62 | 0.61728 | 0.61728 |
| 63 | 1 | 63 | 0.61728 | 0.61728 |
| 64 | 1 | 64 | 0.61728 | 0.61728 |
| 65 | 1 | 65 | 0.61728 | 0.61728 |
| 66 | 1 | 66 | 0.61728 | 0.61728 |
| 67 | 1 | 67 | 0.61728 | 0.61728 |
| 68 | 1 | 68 | 0.61728 | 0.61728 |
| 69 | 1 | 69 | 0.61728 | 0.61728 |
| 70 | 1 | 70 | 0.61728 | 0.61728 |
| 71 | 1 | 71 | 0.61728 | 0.61728 |
| 72 | 1 | 72 | 0.61728 | 0.61728 |
| 73 | 1 | 73 | 0.61728 | 0.61728 |
| 74 | 1 | 74 | 0.61728 | 0.61728 |
| 75 | 1 | 75 | 0.61728 | 0.61728 |
| 76 | 1 | 76 | 0.61728 | 0.61728 |
| 77 | 1 | 77 | 0.61728 | 0.61728 |
| 78 | 1 | 78 | 0.61728 | 0.61728 |
| 79 | 1 | 79 | 0.61728 | 0.61728 |
| 80 | 1 | 80 | 0.61728 | 0.61728 |
| 81 | 1 | 81 | 0.61728 | 0.61728 |
| 82 | 1 | 82 | 0.61728 | 0.61728 |
| 83 | 1 | 83 | 0.61728 | 0.61728 |
| 84 | 1 | 84 | 0.61728 | 0.61728 |
| 85 | 1 | 85 | 0.61728 | 0.61728 |
| 86 | 1 | 86 | 0.61728 | 0.61728 |
| 87 | 1 | 87 | 0.61728 | 0.61728 |
| 88 | 1 | 88 | 0.61728 | 0.61728 |
| 89 | 1 | 89 | 0.61728 | 0.61728 |
| 90 | 1 | 90 | 0.61728 | 0.61728 |
| 91 | 1 | 91 | 0.61728 | 0.61728 |
| 92 | 1 | 92 | 0.61728 | 0.61728 |
| 93 | 1 | 93 | 0.61728 | 0.61728 |
| 94 | 1 | 94 | 0.61728 | 0.61728 |
| 95 | 1 | 95 | 0.61728 | 0.61728 |
| 96 | 1 | 96 | 0.61728 | 0.61728 |
| 97 | 1 | 97 | 0.61728 | 0.61728 |
| 98 | 1 | 98 | 0.61728 | 0.61728 |
| 99 | 1 | 99 | 0.61729 | 0.61729 |
| 100 | 1 | 100 | 0.61729 | 0.61729 |
| 101 | 1 | 101 | 0.61729 | 0.61729 |
| 102 | 1 | 102 | 0.61729 | 0.61729 |
| 103 | 1 | 103 | 0.61729 | 0.61729 |
| 104 | 1 | 104 | 0.61729 | 0.61729 |
| 105 | 1 | 105 | 0.61729 | 0.61729 |
| 106 | 1 | 106 | 0.61729 | 0.61729 |
| 107 | 1 | 107 | 0.61729 | 0.61729 |
| 108 | 1 | 108 | 0.61729 | 0.61729 |
| 109 | 1 | 109 | 0.61729 | 0.61729 |
| 110 | 1 | 110 | 0.61729 | 0.61729 |
| 111 | 1 | 111 | 0.61729 | 0.61729 |
| 112 | 1 | 112 | 0.61729 | 0.61729 |
| 113 | 1 | 113 | 0.61729 | 0.61729 |
| 114 | 1 | 114 | 0.61729 | 0.61729 |
| 115 | 1 | 115 | 0.61729 | 0.61729 |
| 116 | 1 | 116 | 0.61729 | 0.61729 |
| 117 | 1 | 117 | 0.61729 | 0.61729 |
| 118 | 1 | 118 | 0.61729 | 0.61729 |
| 119 | 1 | 119 | 0.61729 | 0.61729 |
| 120 | 1 | 120 | 0.61729 | 0.61729 |
| 121 | 1 | 121 | 0.61729 | 0.61729 |
| 122 | 1 | 122 | 0.61729 | 0.61729 |

SCHEDULE D

| SUITE NO. | LEVEL NO. | UNIT NO. | PERCENTAGE CONTRIBUTION TO COMMON EXPENSES | PERCENTAGE INTEREST IN COMMON ELEMENTS |
|--------------|--------------|-------------|---|---|
| 123 | 1 | 123 | 0.61729 | 0.61729 |
| 124 | 1 | 124 | 0.61729 | 0.61729 |
| 125 | 1 | 125 | 0.61729 | 0.61729 |
| 126 | 1 | 126 | 0.61729 | 0.61729 |
| 127 | 1 | 127 | 0.61729 | 0.61729 |
| 128 | 1 | 128 | 0.61729 | 0.61729 |
| 129 | 1 | 129 | 0.61729 | 0.61729 |
| 130 | 1 | 130 | 0.61729 | 0.61729 |
| 131 | 1 | 131 | 0.61729 | 0.61729 |
| 132 | 1 | 132 | 0.61729 | 0.61729 |
| 133 | 1 | 133 | 0.61729 | 0.61729 |
| 134 | 1 | 134 | 0.61729 | 0.61729 |
| 135 | 1 | 135 | 0.61729 | 0.61729 |
| 136 | 1 | 136 | 0.61729 | 0.61729 |
| 137 | 1 | 137 | 0.61729 | 0.61729 |
| 138 | 1 | 138 | 0.61729 | 0.61729 |
| 139 | 1 | 139 | 0.61729 | 0.61729 |
| 140 | 1 | 140 | 0.61729 | 0.61729 |
| 141 | 1 | 141 | 0.61729 | 0.61729 |
| 142 | 1 | 142 | 0.61729 | 0.61729 |
| 143 | 1 | 143 | 0.61729 | 0.61729 |
| 144 | 1 | 144 | 0.61729 | 0.61729 |
| 145 | 1 | 145 | 0.61729 | 0.61729 |
| 146 | 1 | 146 | 0.61729 | 0.61729 |
| 147 | 1 | 147 | 0.61729 | 0.61729 |
| 148 | 1 | 148 | 0.61729 | 0.61729 |
| 149 | 1 | 149 | 0.61729 | 0.61729 |
| 150 | 1 | 150 | 0.61729 | 0.61729 |
| 151 | 1 | 151 | 0.61729 | 0.61729 |
| 152 | 1 | 152 | 0.61729 | 0.61729 |
| 153 | 1 | 153 | 0.61729 | 0.61729 |
| 154 | 1 | 154 | 0.61729 | 0.61729 |
| 155 | 1 | 155 | 0.61729 | 0.61729 |
| 156 | 1 | 156 | 0.61729 | 0.61729 |
| 157 | 1 | 157 | 0.61729 | 0.61729 |
| 158 | 1 | 158 | 0.61729 | 0.61729 |
| 159 | 1 | 159 | 0.61729 | 0.61729 |
| 160 | 1 | 160 | 0.61729 | 0.61729 |
| 161 | 1 | 161 | 0.61729 | 0.61729 |
| 162 | 1 | 162 | 0.61729 | 0.61729 |
| TOTALS | | | 100.00000 | 100.00000 |

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

(STANDARD CONDOMINIUM)

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

- (a) All sums of money paid by the Corporation in the performance of its objects, powers and duties whether such objects, powers and duties are imposed under the provisions of the Act or of the within Declaration or performed pursuant to any by-laws of the Corporation or by agreement.
- (b) All sums of money payable by the Corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities and services, including without limiting the generality of the foregoing, monies payable on account of:
 - insurance premiums,
 - maintenance materials, tools and supplies,
 - utilities (hydro, water, etc) to service the Common Elements, including street lighting,
 - snow removal for roadways and walkways and to remove same from the site, if required, and landscaping of Common Elements
 - road maintenance of common elements roads and sewer and watermain maintenance of common elements sewers and watermains
 - garbage pick up where done by private company

Provided however that water, hydro, gas, telephone and cable television service supplied to and utilized by each Dwelling Unit shall be separately invoiced and shall be paid for directly by the Owner thereof in addition to the Common Expenses.

Notwithstanding the foregoing, in the event that the Declarant or the Condominium installs separate meters for each Dwelling Unit for water service pursuant to a check meter read by a representative of the Declarant or the Corporation or its manager), in such event each Dwelling Unit's consumption of water service shall not comprise part of the Common Expenses, but rather shall be borne and paid for solely by the Owner.

- (c) 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.
- (d) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance by the Corporation of its objects and duties.
- (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 duties of the Corporation.
- (f) All sums of money required to be paid to the reserve fund or as required by the Declaration or in accordance with the Corporation's budget.
- (g) The fees and disbursements of the Insurance Trustee, if any.
- (h) The cost of obtaining and maintaining fidelity bonds as provided in the by-laws.
- (i) All sums of money paid by the Corporation for any addition, alteration, improvement to or renovation of the Common Elements or assets of the Corporation.

- (j) All sums of money paid or payable by the Corporation pursuant to any management agreement which may be entered into by the Corporation with a manager.
- (k) All expenses incurred by the Corporation in enforcing any of the by-laws or rules of the Corporation from time to time, and effecting compliance therewith by all Owners and their respective tenants, residents, licensees or invitees.
- (l) All sums of money paid or payable by the Corporation in order to comply with the terms and provisions of the Municipal Agreements.

SCHEDULE 'F'

Subject to the provisions of the Declaration, the By-laws and Rules and Regulations of the Corporation thereto and thereon, for the purposes of facilitating any requisite maintenance and/or repair work, or to give access to the utility and service areas adjacent thereto:

- a) The owner of each of the Residential Units 1 to 162, inclusive on Level 1, shall have the exclusive use of a frontyard / parking area which is designated and shown on Part 2, Sheet 1 of the Description, and labeled the same number as the owners unit with the prefix letter **F**.
- b) The owner of each of the Residential Units 1 to 162, inclusive, on Level 1, shall have the exclusive use of a rearyard area which is designated and shown on Part 2, Sheet 1 of the Description, and labeled the same number as the owners unit with the prefix letter **R**.
- c) The owners of Residential Units 1 to 27 (inclusive) and 63 to 162 (inclusive) on Level 1 shall have the exclusive use of a walk out balcony to which said units provide sole and direct access.

**CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G DECLARATION FOR BLOCK 2, DANTONBURY PHASE 2 (S-0-2012-01)
PART OF LOT 13 CONCESSION 5 PLAN 40M-2559)**

**(UNDER CLAUSES 5 (8) (A) OR (B) OF ONTARIO REGULATION 48/01 OR CLAUSE 8 (1)
(E) OR (H) OF THE *CONDOMINIUM ACT, 1998*)**

Condominium Act, 1998

I certify that: Block 2, 40M-2559

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

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

OR

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

OR

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

OR

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

OR

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

Dated this 5th day of February, 2018.



.....
Safwan Al-Shaheen
Architect

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

Condominium Act, 1998

I certify that: **BLOCK 2, 40M-259A**

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

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

OR

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

OR

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

OR

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

OR

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

Dated this **31st** day of **JANUARY**, 2018.

V. Alvarez
(signature)
VICTOR ALVAREZ, P. Eng.
(print name)

(Strike out whichever is not

applicable: ~~Architect or~~

Professional Engineer)



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

Condominium Act, 1998

I certify that: BLOCK 2, 40M-2559

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

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

OR

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

OR

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

OR

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

OR

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

Dated this 14th day of February, 2018.



(signature)

Harley Yamson, P.Eng

(print name)

(Strike out whichever is not

applicable: Architect or

Professional Engineer)