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OFFICE SCHEDULE

Number/Numéro PR3079800
CERTIFICATE OF RECEIPT
CERTIFICAT DE RÉCÉPISSÉ

FEB 14 2017 13:30

PEEL
(43)
BRAMPTON

Land Registrar/Registrateur

DECLARATION

CONDOMINIUM ACT, 1998

PEEL STANDARD CONDOMINIUM PLAN NO. 1008

NEW PROPERTY IDENTIFIER'S BLOCK 20008

RECENTLY: PIN NO. 13400-0137

DECLARANT : DANIELS HR CORPORATION

SOLICITOR :	BRATTYS c/o Brian B. Finer
ADDRESS:	7501 Keele Street, Suite 200 Vaughan, ON L4K 1Y2
PHONE	1-905-760-2600 **FAX:** 1-905-760-2900

No. of Unit **931**

FEES : **$73.90 (5 x 931)** **$4,655.00** $4,728.90

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DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

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

DANIELS HR 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 Mississauga, and being more particularly described in Schedule "A" annexed hereto, together with all interests appurtenant to the said lands (herein and hereinafter defined and referred to as the "Lands", or "Property") and in the description submitted herewith by the Declarant for registration in accordance with the Act (hereinafter called the "Description");

(B) The registration of the Declaration and the Description will create a freehold condominium corporation that is a standard condominium corporation as defined by the Act;

(C) The Declarant has constructed a multi-unit high-rise residential building upon the said lands containing 290 Residential Units, 315 Storage Units, 324 Parking Units, 1 Bicycle Parking Room Unit and 1 Resident Services Director's Unit (herein and hereinafter defined as the "Condominium"); and

(D) The Declarant intends that the said Lands, together with the Condominium constructed thereon, shall be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART ONE - INTRODUCTION

Section 1 - Definitions

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

(a) "Adjacent Condominium" means the condominium to be registered on the Adjacent Condominium Lands;

(b) "Adjacent Condominium Corporation" means the condominium corporation created or intended to be created upon the registration of a declaration and description under the Act on the Adjacent Condominium Lands;

(c) "Adjacent Condominium Lands" means the land described as Part of Lot 12, RCP 1003 designated as Part 1 on Reference Plan 43R-35779;

(d) "Building" means the building containing the Condominium and the Commercial Parking Component;

(e) "Bicycle Parking Room Unit" means Unit 67, Level A;

(f) "Commercial Parking Component" means that part of the Remainder Lands designated as Parts 19 to 24 inclusive, 33, 35, 42 to 53 inclusive, and 55 to 58 inclusive on Reference Plan 43R-37480;

(g) "Common Elements" means all the Property, except the Units;

(h) "Common Interest" means the interest in the common elements appurtenant to a Unit;

(i) "Corporation" means the corporation created upon the registration of the Declaration and Description on the Lands;

(j) "Governing Documents" means the Declaration, By-Laws and Rules of the Corporation in effect from time to time;

(k) "Owner" means a person or persons who own a freehold interest(s) in a Unit and its appurtenant common interest, but does not include a mortgagee unless in possession;

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(d) If an Owner owns two Residential Units on the same level which share a common demising wall, such Owner shall be entitled to combine the two Units to create one living area if the following conditions are satisfied:

(i) the Owner at his sole expense makes application for and obtains all permits and approvals required under any zoning laws, regulations and requirements;

(ii) the Owner receives the prior written consent from the board and any architect and/or engineer appointed by the board to review such changes, and in this regard, the Owner shall be responsible for all of the costs charged by such architect and/or engineer;

(iii) the Owner completes all work required at his sole expense by a contractor that is satisfactory to the Corporation and in a good and workmanlike manner;

(iv) prior to commencement of any work by a contractor, the Owner shall provide the board with a certificate of insurance from each contractor providing that such contractor has placed such insurance as may be reasonably required by the board;

(v) the Owner agrees that the Corporation, or its representatives or agents will have unrestricted access to the Units to inspect the work being conducted until such time as the work is complete as determined by the Corporation or its representatives or agents;

(vi) in the event that the Corporation has given the Owner notice that the work being conducted on the Units is not satisfactory to the Corporation and the Owner does not correct same forthwith, the Corporation may enter and complete the work. All expenses incurred by the Corporation shall be paid by the Owner on demand and failing payment, shall form a charge against the Unit(s) and in addition, may be collected in the same manner as common expenses; and

(vii) if an Owner wishes to restore the Units that were combined to create one living area back to two separate individual Units then, the provisions of this subparagraph (d) shall apply to such restoration, mutatis mutandis.

(e) If an Owner wishes to combine any of the following Residential Units which are located adjacent to each other to create one living area, the consent of the board to combine both of such Residential Units is not required: Units 14 and 15 on Level 3, Units 4 and 5 on Levels 4 and 5, and Units 7 and 8 on Levels 6 to 10 inclusive. Subject to the foregoing, the provisions of subparagraph d(i) to (iv) shall continue to apply.

(f) 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 Unit or the exclusive use portions of the Common Elements other than those that are required in order for the Owner to maintain the Unit or the exclusive use portions of the Common Elements pursuant to the Governing Documents without the prior written consent of the board, which consent may be arbitrarily withheld and subject to any conditions as the board may deem relevant.

(g) No exterior aerial, antenna or satellite dish shall be placed on the Property, including Units and Common Elements. This restriction shall not apply to any systems installed or caused to be installed by the Declarant and/or by the Corporation or any of its authorized cable/satellite or television service providers or any other communication provider.

(h) No animal, livestock or fowl of any kind other than those pets defined as being the following: 2 dogs or 2 cats or 1 of each and/or not more than 2 canaries, budgies or other small birds; or an aquarium of goldfish or tropical fish; or 1 small caged animal usually considered to be a pet shall be kept or allowed in any Unit. No animal, which is deemed by the board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner or tenant in any unit. Such Owner or tenant shall within 2 weeks of receipt of written notice from the board or the property manager requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no attack dogs shall be allowed in any Unit, and no breeding of animals for sale shall be carried on, in or around any Unit.

Section 20 - Use of Residential Units

(a) Each Residential Unit shall be occupied and used only as a private single family residence in accordance with the Act, the Governing Documents, and any other requirement of the municipality and any other authority having jurisdiction.

(b) Notwithstanding anything contained in the Governing Documents to the contrary, the Owner of a Residential Unit shall, in addition to his proportionate share of the common

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expenses, pay and be solely responsible for the cost of maintaining, repairing and replacing (i) any window coverings within the Residential Unit initially installed by the Declarant; and (ii) all mechanical, electrical, heating, cooling, refrigeration and plumbing equipment, fixtures and systems (including air handler and condenser), and all appurtenances thereto, which provide power or any other service exclusively to his Unit (regardless of whether such equipment, fixtures and systems lie within or beyond the boundaries of such Unit, as monumented in Schedule "C" of this Declaration).

(c) No Owner shall cause anything to be affixed, attached to, hung, displayed or placed on the inside of any window of a Residential Unit other than drapes, blinds or shutters specifically designed for the window. In addition, such window coverings shall appear white or off-white from the exterior of the Building. Without limiting the generality of the foregoing flags, banners, sheets, slogans, foil, wood, plastic, metal painted or unpainted, shall not be affixed, attached to, hung, displayed or placed in any manner in any window of a Residential Unit. Festival lights and decorations are permitted between December 1st and January 15th provided that the quantity and type of same are approved by the board.

(d) No Owner shall cause anything to be displayed or hung on the exterior of any walls, including but not limited to, awnings and/or shutters, and nor shall any Owner grow any type of plant, shrubbery, flower, vine or grass outside his Unit without the prior written consent of the board.

(e) Each Residential Unit and the Resident Services Director's Unit shall include all pipes, wires, dryer vents, cables, conduits, ducts, fan coils, mechanical or similar apparatus, including the complete heat pump equipment (namely the heat pump, motor, valves, controls, etc.) and the branch piping extending to, but not including, the common pipe risers, which provides services to that particular Unit only.

(f) The Condominium includes noise attenuation features normal or customary as at the date hereof for condominium buildings of comparable quality. However, each Owner and occupant of a Residential Unit shall be deemed to have acknowledged that due to the potential for noise emanating or stemming from the use of refuse chutes, elevators, mechanical equipment in the Building, the recreational amenities or common areas, or the Units generally, noise levels may occasionally interfere with some of the indoor activities of the occupants of the Building.

Section 21 - Use of Parking Units

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

(b) Parking Units described as Unit 34, Level A, Unit 54, Level B and Unit 54, Level C shall be designated as handicapped parking spaces.

(i) At any time that a handicapped or disabled driver, as defined pursuant to the provisions of the Highway Traffic Act R.S.O. 1990 c.H.8, purchases or leases a Parking Unit which is not designated as handicapped, and provides notice to the Corporation in writing requesting the use of a handicapped Parking Unit, the user or any person occupying a handicapped Parking Unit, provided that user is not handicapped, shall upon notice from the Corporation exchange with the handicapped person the right to occupy the handicapped Parking Unit with the Parking Unit that the handicapped person had the right to occupy.

(ii) Such exchange of right to uses shall continue until the earlier of (i) the handicapped person ceases to require such use; or (ii) the handicapped person ceases to have the right to occupy a Parking Unit.

(iii) No rent, fees, charges or costs whatsoever shall be charged by the Owner, occupant or the Corporation in connection with above noted procedure related to the exchange of such Units.

(c) Parking Units described as Units 56 to 61 inclusive and 86 to 90 inclusive on Levels B and C (each a "Serviced Parking Unit") are serviced with conduit for wiring in order that an electrical receptacle (an "Electrical Receptacle") may be installed to supply electricity

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to an Electrical Motor Vehicle (as defined herein) and the following applies to a Serviced Parking Unit:

(i) At the Owner's request and expense, the Corporation shall install an Electrical Receptacle.

(ii) If an Owner or tenant of a Residential Unit uses a motor vehicle that contains an engine that operates in part or solely by an electrical battery (an "Electrical Motor Vehicle") and provides notice in writing to the Corporation requesting the use of a Serviced Parking Unit, the user or any person occupying such Serviced Parking Unit, provided such user is not an owner of an Electrical Motor Vehicle, upon notice from the Corporation, shall exchange with such Owner/tenant the right to occupy such Serviced Parking Unit with the Parking Unit that such person had the right to occupy, provided such Owner or tenant pays the cost of the installation of the Electrical Receptacle and the monthly fee for energy consumption described in PART Five - Section 21 - (c)(i) and PART Five - Section 21 - (c)(v).

(iii) Such exchange of right to use shall cease upon that date in which an Owner ceases to operate the Electrical Motor Vehicle.

(iv) Except as expressly provided in this PART Five - Section 21 - , no rent, fees, charges or costs whatsoever shall be charged by the Owner, occupant or the Corporation in connection with the above noted procedure related to the exchange of such Parking Units.

(v) Any Owner/occupier of a Serviced Parking Unit that connects his Electrical Motor Vehicle into the Electrical Receptacle shall be required to pay to the Corporation, in addition to the monthly common expenses relating to such Unit, a monthly fee for energy consumption costs associated with the use of such Serviced Parking Unit as determined by the Board.

(vi) The Electrical Receptacle can only be used for recharging the battery of an Electrical Motor Vehicle and for no other purpose.

(d) Following the 1st anniversary date of the registration of this Declaration, the Corporation shall accept from the Declarant for no consideration any Parking Unit(s) which the Declarant wishes to convey to the Corporation provided there are no outstanding common expenses relating to such Parking Unit(s) owned by the Declarant and title to such Parking Unit(s) is/are free from any mortgage. The Declarant shall be responsible for all reasonable legal fees relating to the conveyance(s). Following such conveyance(s), the Declarant shall be released and discharged from all liabilities and obligations to the Corporation and/or the Owner(s) in respect of such Parking Unit(s). The Corporation shall execute and deliver without delay any documentation as may be required to facilitate any such conveyance(s) to the Corporation and irrevocably authorizes and directs the Declarant's solicitors to act as the solicitors for the Corporation for the purpose of executing such documentation, including the land transfer tax documentation/statements in respect of such conveyance(s) to the Corporation whether or not in electronic form.

Section 22 - Use of Storage Units

(a) Each Storage Unit shall be used and occupied for storage purposes only which shall not constitute a nuisance or danger to the other Owners, the Units nor to the Common Elements nor to the Shared Servicing Systems. The board may, from time to time, restrict the categories of items that may be stored or used in such Storage Units.

(b) Owners, occupants and tenants are advised that Storage Units are not climate controlled, may not be heated or cooled and temperatures and humidity levels in Storage Units may reach extreme levels. Owners, occupants and tenants shall not seek any damages from the Corporation, the Declarant or the manager as a result of any damage to any items stored in Storage Units resulting from the temperature or humidity level of any Storage Unit.

(c) Storage Units described as Units 170, 174 and 175, Level B and Units 170, 174 and 175, Level C will be located within a wheelchair accessible room (an "**Accessible Room**").

(i) At any time that a handicapped or disabled person purchases or leases a Storage Unit which is not located within an Accessible Room, and provides notice to the Corporation in writing requesting the use of a Storage Unit within an Accessible Room, the user or any person occupying a Storage Unit within an Accessible Room, provided that user is not handicapped, shall upon notice from the Corporation exchange with the handicapped person the right to occupy the

storage Unit within the Accessible Room with the Storage Unit that the handicapped person had the right to occupy.

(ii) Such exchange of right to uses shall continue until the earlier of (i) the handicapped person ceases to require such use; or (ii) the handicapped person ceases to have the right to occupy a Storage Unit.

(iii) No rent, fees, charges or costs whatsoever shall be charged by the Owner, occupant or the Corporation in connection with above noted procedure related to the exchange of such Units.

(d) Following the 1st anniversary date of the registration of this Declaration, the Corporation shall accept from the Declarant for no consideration any Storage Unit(s) which the Declarant wishes to convey to the Corporation provided there are no outstanding common expenses relating to such Storage Unit(s) owned by the Declarant and title to such Storage Unit(s) is/are free from any mortgage. The Declarant shall be responsible for all reasonable legal fees relating to the conveyance(s). Following such conveyance(s), the Declarant shall be released and discharged from all liabilities and obligations to the Corporation and/or the Owner(s) in respect of such Storage Unit(s). The Corporation shall execute and deliver without delay any documentation as may be required to facilitate any such conveyance(s) to the Corporation and irrevocably authorizes and directs the Declarant's solicitors to act as the solicitors for the Corporation for the purpose of executing such documentation, including the land transfer tax documentation/statements in respect of such conveyance(s) to the Corporation whether or not in electronic form.

Section 23 - Use and Transfer of Title of the Resident Services Director's Unit

The Resident Services Director's Unit shall be used for the purposes of a residence for an on-site resident services director to service the Corporation. The Resident Services Director's Unit may also be used as a Residential Unit.

The Corporation shall purchase the Resident Services Director's Unit, together with 1 Parking Unit and 1 Storage Unit, from the Declarant for a purchase price of $360,000.00 inclusive of the Harmonized Sales Tax. The purchase price shall be paid by the Corporation by either delivering to the Declarant, or to any party directed by the Declarant, a mortgage back or giving a mortgage arranged by the Declarant to a lender or assume a mortgage in the amount of the purchase price. The transfer of title to the Resident Services Director's Unit shall take place within 120 days of the registration of this Declaration, which date shall be designated by the Declarant. The Corporation and the Declarant shall undertake to each other to readjust for realty taxes if and when assessed against the Resident Services Director's Unit, with the Declarant being responsible up to but not including the transfer date. The Corporation shall accept title to the Resident Services Director's Unit subject to such interests, instruments, etc. as are provided for in the agreement of purchase and sale pursuant to which the purchasers have purchased their Residential Units from the Declarant.

The aforesaid mortgage in fulfillment of the purchase price of the Resident Services Director's Unit shall be registered on title to the Resident Services Director's Unit and shall be repayable on the following terms and conditions:

(a) interest shall be at a rate equal to approximately 3% over the Government of Canada Bond Yield payable commencing one month following the date of registration of the Corporation;

(b) the term and amortization period with respect to the payment of the principal shall be between 10 and 25 years and the principal and interest shall be repaid in monthly instalments of blended principal and interest in accordance with such period; and

(c) the mortgage shall be closed for the entire term.

The Corporation shall be responsible for all costs relating to the Mortgage, including without limitation, any engagement fee, commitment fee and the legal fees relating thereto. All other expenses of ownership and duties of maintenance, including but not limited to realty taxes and common expenses, relating to the Resident Services Director's Unit shall also be borne by the Corporation.

Section 24 - Use and Transfer of Title of the Bicycle Parking Room Unit

(a) The Bicycle Parking Room Unit shall be used only for the purposes of temporary parking of bicycles for owners and occupants of the units within the Adjacent Condominium.

(b) The ownership of the Bicycle Parking Room Unit shall be transferred to the Adjacent Condominium Corporation for no consideration on the earlier of:

(i) 30 days following the date upon which the last of the Corporation and the Adjacent Condominium Corporation has been created under the Act; or

(ii) such earlier time as the Declarant may determine in its discretion

(such date hereinafter referred to as the "**Transfer Date**")

(c) The owner of the Bicycle Parking Room Unit shall be responsible for all costs of ownership thereof, including but not limited to the maintenance, repair and payment of realty taxes (if any) and common expenses.

(d) No provision contained in the by-laws or rules of this Corporation shall restrict the access to the Bicycle Parking Room Unit provided to the unit owners and occupants of the Adjacent Condominium Corporation.

(e) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, the control over the use and maintenance of the Bicycle Parking Room Unit shall be governed by the Declarant until the Transfer Date.

Section 25 - Temporary Model Units/Parking Units/Storage Units/Site/Service Office

Several sold or unsold Residential Units within the Condominium may be used as temporary model/sales Units for sale/marketing purposes, and/or a construction site/service office, and the Declarant and the Related Company, their sales staff and their respective invitees shall be entitled to use the Common Elements for access to and egress from said model Units and construction site/service office. The Declarant shall be entitled to maintain such model Units and site/service office and any unsold Parking Units and Storage Units, together with all sales displays and signs, until the later of (i) the sale of all of the Units; and (ii) the date on which the Declarant no longer requires the Unit utilized by it for the purpose of a site/service office.

PART SIX - LEASING OF UNITS

Section 26 - Minimum Term of Lease

Any lease or tenancy granted by an Owner, or any sublease by any subtenant, of any Residential Unit shall be for a minimum term of 12 months not including any renewals thereof. Any lease or tenancy of any Residential Unit for an initial term of less than 12 months shall be void, and upon notification by the Corporation, such lease shall be terminated by the Owner thereof.

Section 27 - Notification of Lease

(a) The Owner of a Unit who leases his Unit or renews a lease of his Unit shall, within 30 days of entering into the lease or the renewal, as the case may be:

(i) notify the Corporation that the Unit is leased;

(ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in the form prescribed by the Act; and

(iii) provide the lessee with a copy of the Governing Documents.

(b) If a lease of a Unit is terminated and not renewed, the Owner of the Unit shall notify the Corporation in writing.

(c) In addition, no Owner other than the Declarant shall lease his Unit unless he first delivers to the Corporation a covenant or agreement signed by the tenant, to the following effect:

> "I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the Unit rented by me and the Common Elements, comply with the Condominium Act, the Declaration, the by-laws, and all rules and of the Corporation, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I were a Unit Owner, except for the payment of common expenses unless otherwise provided by the Condominium Act, and shall execute an agreement as may be required by the service provider of any utility relating to the Unit".

Section 28 - Tenant's Liability

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

Section 29 - Owner's Liability

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

PART SEVEN - MAINTENANCE AND REPAIRS AFTER DAMAGE

Section 30 - Maintenance and Repairs to Unit

(a) Each Owner shall maintain his Unit and, subject to the provisions of this Declaration and the Act, each Owner shall repair his Unit after damage, all at his own expense.

(b) Notwithstanding anything hereinbefore provided to the contrary, each Owner shall be responsible for all damages to any and all other Units and to the Common Elements, which are caused by the failure of such Owner to so maintain and repair his Unit, save and except for any such damages the cost of repairing which may be recovered under any policy of insurance held by the Corporation.

(c) The Corporation shall make any repairs that an Owner is obligated to make and that he does not make within a reasonable time after damage occurs, and the Corporation may perform any maintenance that an Owner is obligated to perform and that he does not perform within a reasonable time. In such event, an Owner shall be deemed to have consented to having maintenance and/or repairs done to his Unit by the Corporation. The Owner shall reimburse the Corporation in full for the cost of such maintenance and/or repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such maintenance and/or repairs, and all such costs shall bear interest at the rate of 4% per annum above the prime lending rate charged by the Corporation's Bank to its best risk commercial customers, until paid. The Corporation may collect such costs in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such Owner, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and recoverable as such.

(d) In addition to the requirements of the Act, which are imposed upon the Corporation when the building has been substantially damaged, the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any Unit, notice that substantial damage has occurred to the property, along with notice of any meeting requisitioned by the Owners pursuant to the Act

(e) At the option of the Corporation, the Corporation may maintain, repair and replace (where applicable), at the cost of the respective Owner(s), the interior surface of all windows and doors; the interior sash of all windows and doors; the interior of the window frames; the mechanisms, locks, screens and tracks of all windows and doors; all components of the air conditioner unit (including the condensing unit, line set, and mounting components for the condenser, including any brackets).

Section 31 - Maintenance and Repairs to Common Elements

(a) Except as otherwise provided herein, the Corporation shall maintain and repair, after damage, the Common Elements. This duty to maintain and repair shall extend to all doors which provide access to the Residential Units and all windows (except maintenance to the interior surface thereof, and exterior surfaces which are accessible by any balcony or terrace the responsibility for which shall remain with the affected Unit Owner).

(b) Each Owner enjoying exclusive use of any balcony or terrace shall be solely responsible for maintenance and non-structural repair of such area, subject to the overall direction of the board.

(c) Every Owner from time to time shall forthwith reimburse the Corporation for repairs to and replacement of windows and doors (including the locks, door hardware, and any tracks and screens relating thereto) serving his Residential Unit, and for repairs to any part of the Common Elements caused by his negligence or intentional misconduct or that of the residents, tenants, invitees or licensees of his Residential Unit, or members of his family, to the extent that such costs may not be recovered under any policy of insurance held by the Corporation without inordinately increasing the premium payable for such insurance as determined by the board in its sole discretion.

(d) Each Owner enjoying exclusive use of any balcony or terrace the exclusive use of which has been designated to such Unit Owner by the Declaration, shall allow access upon the Corporation's request at all reasonable times to the Corporation, or to any of its servants, agents or contractors for the purpose of facilitating any repair or maintenance of the property which is the Corporation's duty to repair or maintain including, without limitation, the washing of the exterior of the windows.

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(e) Owners of Residential Units shall be responsible for the maintenance (including cleaning) and repair of washing machine hoses, dryer vents, mechanical, electrical, heating, cooling, refrigeration and plumbing equipment, fixtures and systems (including air handler and condenser), and all appurtenances thereto, which provide power or any other service exclusively to their Units (regardless of whether the equipment, fixtures and systems lie within or beyond the boundaries of the Unit, as monumented in Schedule C of this Declaration). Notwithstanding that these obligations for items which form part of the Units are the responsibility of the Owners, the Corporation may, if it chooses, maintain, repair and/or replace (where applicable), at the cost of the Owner(s), any of the above named items.

(f) The Corporation shall be responsible for the maintenance and repair of any Electrical Receptacle installed in a Serviced Parking Unit in accordance with this Declaration at the expense of the occupier of such Serviced Parking Unit.

PART EIGHT - INSURANCE

Section 32 - Insurance Maintained by the Corporation

(a) Property Insurance

The Corporation shall obtain and maintain insurance, on its own behalf and on behalf of the Owners, for damage to the Units (except for any improvements made or acquired by the Owners), Common Elements and personal property owned by the Corporation (excluding furnishings, furniture or other personal property supplied or installed by the Owners) that is caused by major perils as defined in the Act, and insurance against such other perils or events as the board may from time to time deem advisable, in an amount equal to the full replacement cost of such real and personal property, and such Units, without deduction for depreciation. This insurance may be subject to a loss deductible clause, which may vary in respect of the various perils insured against as advised is prudent by the Corporation's insurance advisors or managing agent. The Corporation's responsibility to insure against major perils in respect of property damage to a Unit shall be limited, to the extent permitted by the Act, to those elements comprising a standard unit to which the damaged Unit belongs (the "Standard Unit") and the responsibility to insure such Unit shall not include the responsibility to insure any betterments to such Units which are not part of the Standard Unit.

(b) Other Insurance

(i) The Corporation shall obtain and maintain insurance against its liability resulting from a breach of duty as occupier of the Common Elements or land that the Corporation holds as an asset, and insurance against its liability arising from its ownership, use or operation, by or on its behalf, of boilers, machinery, pressure vessels and motor vehicles.

(ii) The Corporation shall obtain and maintain insurance as required pursuant to the provisions of the Shared Facilities Agreement.

(c) General Provisions re Policies of Insurance

Such policy or policies of insurance will insure the interest of the Corporation and the Owners from time to time, as their respective interests may appear, with mortgage endorsements which shall be subject to the provisions of this Declaration, the insurance trust agreement and the Shared Facilities Agreement, and shall contain the following provisions:

(i) proceeds arising from any loss shall be payable to the Insurance Trustee, save and except that when the amount receivable from the Insurer for any loss arising out of any one occurrence is less than 15% of the replacement cost of the property covered by the policy, the proceeds of such loss shall be payable to the Corporation or other loss payee under the policy and not to the Insurance Trustee, subject to the provisions of this Declaration to the contrary;

(ii) waivers of subrogation against the Corporation, its managers, agents, employees and servants, and against the Unit Owners and any resident, tenant, invitee or licensee of a Unit, and as otherwise required or modified by the Shared Facilities Agreement and in any event excluding damage arising out of arson and fraud caused by any one of the above;

(iii) such policy or policies of insurance shall not be cancelled or substantially modified without at least 60 days' written notice sent by registered mail to all parties whose interests appear thereon, and to the Insurance Trustee, and to any first mortgagee who has charges on more than 25% of the Residential Units;

(iv) waivers of any defence based on co-insurance or of invalidity arising from any act or omission, or breach of a statutory condition, by any insured;

(v) provision that the same shall be primary insurance in respect to any other insurance carried by the Owner;

(vi) waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the property is terminated pursuant to the Act, which provision shall not be required to be contained in the Corporation's policy referred to in paragraph (b) of the Section titled "Insurance Maintained by the Corporation".

Section 33 - General Provisions Regarding the Condominium Insurance

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

(b) Save as set forth herein or save as set forth in the Shared Facilities Agreement, the Corporation, its board and its officers, shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation and to give such releases as are required and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the board may, in writing, authorize an Owner to adjust any loss to his Unit, and must do so if required by the Shared Facilities Agreement.

(c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote, or to consent to matters at meetings of Owners, if the mortgage itself contains such a provision, and shall also be read without prejudice to the right of any mortgagee to receive the proceeds of any insurance policy if the Property is not repaired or replaced.

(d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each Owner and mortgagee who has notified the Corporation of his interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner, and renewal certificates or certified copies of new insurance policies shall be furnished to each mortgagee who has notified the Corporation of his interest in any Unit, no later than 10 days before the expiry of any current insurance policy. The master policies for any insurance coverage maintained by the Corporation shall be kept by the Corporation in its offices, available for inspection by an Owner or mortgagee or other insured, or by the Insurance Trustee on reasonable notice to the Corporation.

(e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by or for the Corporation, or to direct that loss shall be payable in any manner other than as provided in this Declaration.

Section 34 - Indemnity Insurance

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

Section 35 - Insurance Maintained by the Individual Unit Owners

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

(a) Insurance for anything that is not part of the Standard Unit, including any additions or improvements made by an Owner to his Residential Unit, including but not limited to,

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furnishings, fixtures, equipment, decorating and personal property, chattels and inventory of the Owner contained within his Residential Unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles and for loss of use and occupancy of his Residential Unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees and servants, and against the other Owners and any tenants, invitees or licensees of such other Residential Units, except for any damage arising from vehicle impact, arson and fraud caused or contributed by any of the above.

(b) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of his Unit, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

(c) Insurance covering additional living expenses incurred by an Owner if forced to leave his Residential Unit by one of the hazards protected against under the Owner's personal property.

(d) Insurance covering special assessments levied against an Owner's Unit by the Corporation.

(e) Deductible coverage for the portion of any loss for which the Owner is responsible pursuant to the Act and the Governing Documents.

Section 36 - Indemnification by Owners

Each Owner shall indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer or incur resulting from or caused by any act or omission of such Owner, or any resident, tenant, invitee or licensee of his Residential Unit, including but not limited to any breach of the Act, the Governing Documents or any agreements to which the Corporation is a party, in force from time to time, to or with respect to the Common Elements or to any Unit or any part of the Building, except for any loss, costs, damage, injury or liability insured against by the Corporation and for which insurance proceeds are in fact payable. All payments to be made by any Owner pursuant to this Section are deemed to be additional contributions toward the common expenses payable by such Owner, and are allocated and recoverable as such.

Section 37 - Insurance Trust Agreement

The Corporation shall enter into, and at all times maintain, in accordance with any applicable provisions of this Declaration an insurance trust agreement (herein the "Insurance Trust Agreement") with a trust company, registered under the Loan and Trust Corporations Act, or a chartered bank or other firm qualified to act as an insurance trustee (the "Insurance Trustee"). The Insurance Trust Agreement shall provide that the Insurance Trustee is to hold all insurance proceeds which are subject to the terms of the Insurance Trust Agreement, in trust and disburse the proceeds in satisfaction of the Corporation's and Owners' respective obligations to repair in accordance with the provisions of the Act, this Declaration and the Insurance Trust Agreement. Notwithstanding the foregoing, where insurance proceeds payable on any one loss or occurrence are less than 15% of the replacement cost of the property covered by the policy, such proceeds shall be paid directly to the Corporation or the person whom the Corporation specifies pursuant to the direction of the Insurance Trustee as set forth in the Insurance Trust Agreement, and shall be held in trust and disbursed by the Corporation as if it were acting as the Insurance Trustee. Notwithstanding anything herein contained, the Corporation may terminate the Insurance Trust Agreement by giving at least 60 days notice in writing of the termination date to the Insurance Trustee.

PART NINE - DUTIES OF THE CORPORATION

Section 38 - Duties

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

(i) to enter into, ratify and/or assume the Shared Facilities Agreement, the Private Storm and Sanitary Agreement, the Warranty Agreement and all registered municipal agreements as required by the City of Mississauga, including but not limited to the Encroachment Agreement dated the 31st day of March, 2014, made between the City of Mississauga and Daniels HR Corporation and registered on the 27th day of October, 2010 as Instrument No. PR2528613, and to comply with all of the covenants, conditions, restrictions, agreements, easements, licences, rights and obligations, terms and provisions contained therein and/or registered against the Property, in addition to any requirements set forth in the Act and the Governing Documents;

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(ii) to provide or cause to be provided in accordance with the terms of the Shared Facilities Agreement all services required to allow the Shared Facilities to be operated;

(iii) to release any easement and/or agreement with respect to any lands required to be conveyed to the City of Mississauga and/or the Region of Peel;

(iv) to release any easement set out in Schedule "A" hereto at such time such easement has expired in accordance with the terms thereof;

(v) subject to the Warranty Agreement, to ensure that no legal action is taken by the Corporation against the Declarant and/or any other entity or person related to or affiliated with the Declarant for any alleged deficiencies in construction, finishes, materials, workmanship or claims arising in negligence or nuisance in respect of the Units and/or Common Elements of the Condominium, except for any warranty claim against the Declarant for the warranties provided for in the Ontario New Home Warranties Plan Act unless a vote of 51% of all Owners of all Units is obtained in favour of such legal action at a meeting duly called for that purpose;

(vi) to ensure that no actions or steps are taken by the Corporation, or by anyone else, which would prohibit, limit or restrict the access of the parties entitled thereto from accessing the Shared Facilities;

(vii) to operate, maintain and keep in good repair, as would a prudent owner of similar premises at all times, the Common Elements and assets of the Corporation;

(viii) to enter into, ratify, confirm or assume any utility agreement(s) as may be required for the operation of the Condominium, including without limitation, an agreement relating to the supply and distribution of electricity to the Condominium;

(ix) to purchase the Resident Services Director's Unit from the Declarant in accordance with the terms of this Declaration;

(x) to accept the transfer of any Parking Unit(s) and/or Storage Unit(s) from the Declarant in accordance with the terms of this Declaration;

(xi) to ensure that any contract with a property management company relating to the management services for the Condominium stipulates that the property manager for the Condominium must be a Certified Property Manager ("CPM") as designated by the Real Estate Institute of Canada ("REIC") or any successor of REIC. If REIC ceases to exist and there is no successor thereof, then the property manager for the Condominium must be certified to a standard equivalent to a CPM by an organization that certifies such property managers, which standard is to be approved by By-Law;

(xii) 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, customers, agents or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the Common Elements of this Corporation for its marketing/sale/construction programs in connection with this condominium, as more particularly set out in the provisions of this Declaration;

(xiii) to take all reasonably 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;

(xiv) to maintain all green building initiatives and/or project sustainability features installed by the Declarant and/or imposed by the City in a first class condition and in accordance with the City's standards, if applicable;

(xv) to enter into, ratify, confirm or assume any agreement(s) as may be required for the leasing and operation of any energy savings equipment for the Condominium including, without limitation, any agreement with 81 Capital Inc. relating to the aforesaid;

(xvi) to operate, maintain and keep in good repair, as would a prudent owner of similar premises at all times, the Common Elements and assets of the Corporation including, without limitation, the removal of graffiti and other unsightly demarcation from the exterior of the Condominium within 3 working days of any such occurrence; and

(xvii) to take all actions reasonably necessary as may be required to fulfill any of the Corporation's duties and obligations pursuant to this Declaration.

PART TEN - GENERAL MATTERS

Section 39 - Farmer's Market

A portion of the Remainder Lands may be utilized as a public plaza and/or farmer's market (the "**Farmer's Market**") to be operated by a not-for-profit corporation (and not the Declarant). The Shared Facilities Agreement will provide that the Corporation is required to pay a contribution fee (the "**Farmer's Market Fee**") towards the operation of the Farmer's Market, which contribution shall be a Common Expense.

The Owners and the Corporation acknowledge and agree that odour, emissions and/or noise emanating from the Market may cause inconvenience and/or disturbance to the Owners and occupants of the Condominium. The Owners and the Corporation acknowledge and agree that no claim of any kind shall be made against the Declarant and the owner(s) of the lands containing the Farmer's Market and their respective successors and assigns; (ii) any company or entity related or affiliated to the foregoing; and (iii) any officer, director, shareholder or employee of such entities arising from the use of the Farmer's Market, provided such use is in compliance with the applicable by-laws relating thereto. The Owners and the Corporation acknowledge and agree that this covenant may be pleaded as a complete defence to any action commenced by the Owners or any of them, and/or the Corporation.

Section 40 - Check Metering of Utilities

(a) The Corporation may contract for the purchase of any utility from the appropriate utility provider. Additionally, each Owner may be required to contract with a local distribution company, a private retailing company and/or from a metering company for the supply of any utility to the Unit. Utilities consumed in each Unit may be measured by a suite metering system (a "SMS") operated by the company that installed the SMS (the "Metering Company") and may be invoiced to such Owner by the Metering Company in accordance with an agreement to be entered into by the Corporation, or the respective Owner and the Metering Company. In the alternative, the Declarant may at first instance enter into such an agreement and upon either the registration of the Corporation or upon occupancy of each respective Residential Unit the Declarant shall be automatically released from all of its liabilities and obligations thereunder with the result that it shall no longer from such time be liable to the other party(ies) to any agreements for any breach of the agreement caused or occurring subsequent to such date. Correspondingly, the Corporation or the Owner, as the case may be, shall assume all such liabilities and obligations from such date.

(b) Each Owner shall receive and be responsible for payment of the invoice with respect to the consumption of such utilities for his Unit. The Owner shall remit payment to the relevant Metering Company for utility consumption, separate from any other obligations the Owner has with respect to payment of common expenses as an Owner within the Condominium. For greater certainty, the cost of such utility consumption within the Residential Units shall not form part of the common expenses.

(c) The following shall apply where the Corporation is liable to the utility supplier at first instance, but shall not apply where the Owner contracts directly with the utility supplier:

(i) any monies owing with respect to invoices for any utility consumption described in this Section and not paid to the relevant Metering Company by the Owner according to the terms of the invoice, shall be paid by the Corporation to such Metering Company and shall thereupon be a debt owed by the Owner of the Unit and shall be collectable by the Corporation as if same were common expenses in arrears and for such purposes only shall be considered common expenses. Payment to the Corporation shall be made in such manner and with such frequency as determined by the board from time to time acting reasonably in the event of such default. Interest will accrue on arrears of money owing for such utility consumption at a rate set out herein for arrears owing to the Corporation;

(ii) in the event an Owner is in default of payment of invoices to the Metering Company, as a condition of being supplied or continuing to be supplied with such utility, the Corporation has the right to require an Owner to maintain a deposit with the Corporation in an amount equal to two month's common expense fees. The Corporation is entitled to apply such deposits against monies owing by a defaulting Owner with respect to the supply of such utility; and

(iii) the Corporation shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of such utility to any Unit where payments owing for same are more than 30 days in arrears and/or to register a common expense lien against the Unit.

Section 41 - Shared Facilities Agreement

The Corporation shall execute any assumption agreement of, or amendment to, the Shared Facilities Agreement in accordance with the terms thereof that may be required in connection with (a) the creation of any new/additional component on the Remainder Lands; (b) the registration of a condominium with respect to any or all of the Remainder Lands; (c) the addition of parties to the Shared Facilities Agreement; and (d) amendments to the Shared Facilities Agreement agreed upon by the parties thereto in accordance with the terms thereof.

Section 42 - Rights of Entry

(a) The Corporation, or any insurer of the Property or any part thereof, their respective agents, employees or authorized representatives, and any other person authorized by the board, shall be entitled to enter any Unit at all reasonable times and upon giving reasonable notice, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the Property, carrying out any duty imposed upon it by the Corporation, or to perform the objects and duties of the Corporation or to exercise the powers of the Corporation, or in order to exercise any right, remedy or privilege any one of them may have pursuant to the Shared Facilities Agreement, or to carry out any duty imposed by such agreements or such other obligations that bind the Corporation.

(b) The Declarant and its authorized agents and contractors shall be entitled to enter upon any Unit and the Common Elements of the Corporation to rectify any matter required to be satisfied under any municipal, regional and/or utility agreement until all of the Declarant's obligations under such agreements have been satisfied in full.

(c) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter any Unit at any time without notice, for the purpose of repairing the Unit or the Common Elements or for the purpose of correcting any condition which might result in damage or loss to the property or any assets of the Corporation. The Corporation or anyone authorized by it may determine whether such an emergency exists.

(d) The Corporation, its agents, employees, authorized representatives and others authorized by the board shall have the right to enter any Unit at all reasonable times and upon giving reasonable notice to read, install, maintain, repair or inspect any metering devices, installation or equipment necessary for the providing or monitoring of utilities or services to the Unit or other Units or the Common Elements. For the purposes of the monitoring, repair and replacement of the windows and wall systems, roof anchors to be utilized for working apparatus relating to the aforementioned uses described in this paragraph or by personnel may be installed on the exclusive use portion of the Unit and cannot be removed by the Owner.

(e) Any supplier of a utility is entitled to enter any Unit and the Common Elements upon 24 hours notice to any Owner or the Corporation, as the case may be, and without notice in the case of emergency, for the purpose of (i) conducting inspection, maintenance, repair and replacement and other services in relation to the distribution systems for such utility and its related equipment and wiring; (ii) facilitating the usage and operation of such systems; and (iii) installing, maintaining, reading, repairing, replacing and inspecting any metering devices or equipment necessary for the providing or monitoring of utilities to the Unit or other Units or the Common Elements.

(f) If any Owner, resident or tenant of a Unit shall not be personally present to grant entry to such Unit to such person mentioned in subparagraph (c) of this Section, the Corporation, or any person authorized by the Corporation, any of their agents or employees, may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.

(g) The Corporation shall retain a master key to all locks to all Units and exclusive use areas. No Owner, resident, or tenant shall change any lock or place any additional locks on the doors to any Unit or in the Unit or to any part of the Common Elements of which such Owner, resident or tenant has the exclusive use without all such locks being on the Corporation's master key system.

(h) The rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care or supervision of any Unit except as specifically provided in the Declaration or the by-laws.

Section 43 - Owner's Default

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

(a) charge and levy interest against such Owner (hereinafter referred to as the "Defaulting Owner") in respect of such unpaid Amount and on all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same, including all legal expenses incurred by the Corporation on a solicitor-and-his/her-own-client basis, at a rate equal to 24% per annum, calculated monthly, not in advance, with interest on the unpaid Amount commencing to accrue from and after the date which the Amount is due and payable and with interest on all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from and after the respective dates that the Corporation incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid; and

(b) maintain and enforce a lien against the Defaulting Owner's Unit(s), as security for the payment of the Amount (hereinafter referred to as the "Lien") and all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same together with all outstanding interest accruing thereon as aforesaid, with the Lien being enforceable by the Corporation in the same manner, and to the same extent, as a real property mortgage or charge, and with all the powers, rights and remedies inherent in (or available to) a mortgagee or chargee when a mortgage or charge of real estate is in default, pursuant to the provisions of the *Mortgages Act* R.S.O. 1990 as amended and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Registrar requires the Corporation, as a prerequisite to the registration and/or enforcement of Lien, to apply to a court of competent jurisdiction of any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same and Defaulting Owner shall for all purposes be deemed to have consented to any such application by the Corporation, and concomitantly, the Defaulting Owner shall be forever barred and estopped from bringing or instituting any action, suit, claim or other proceeding to defend, defeat, hinder or delay any such application by the Corporation or the maintenance and enforcement of the Lien by the Corporation.

Section 44 - Board of Directors

Following the resignation of the members of the board appointed by the Declarant pursuant to the Act, a person shall be a director on the board only if, in addition to the requirements set out in the Act, such person (a) owns and lives in a Residential Unit in the Condominium; (b) does not hold a position on the board of directors of any other condominium corporation or a co-operative corporation; and (c) does not own, or occupy, the same Residential Unit as another director on the board.

Section 45 - Invalidity

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

Section 46 - Waiver

The failure to take action to enforce any provision contained in the Act, the Governing Documents or the Shared Facilities Agreement, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor shall same be deemed to abrogate or waive any such provision.

Section 47 - Notice

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

(a) Method of giving notice:

Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation, shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the address noted in the record, or if mailed by prepaid ordinary mail in a sealed envelope addressed to him at such address or if sent by means of wire or wireless or any other form of transmitted or recorded communication, to such address or, where such notice is required to be given to a Unit Owner,

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delivered to the Owner's Unit or at the mailbox of the Unit unless, the Corporation has received a written request from such Owner that the notice not be given in this manner, or the address for service that appears in the record is not the address of the Unit of the Owner. Any notice, communication or other document to be given by the Corporation to any other person entitled to notice and who is not an owner shall be given or delivered to such person in the manner aforesaid to the address shown for him on the record. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box and notice sent by any means of wire or wireless or any other form of transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.

(b) Notice to the Board or Corporation

Any notice, communication or other document to be given to the Board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

(c) Omissions and Errors

The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

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

Section 48 - Off-Site Snow Removal

The City of Mississauga does not require off-site snow removal, however, in the case of heavy snow falls, the limited snow storage space available on the Property may make it necessary to truck snow off-site and the cost of the same will be included in the common expense fees.

Section 49 - Construction of Declaration

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

Section 50 - Headings

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

Executed this 6th day of January, 2017.

DANIELS HR CORPORATION

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation.

SCHEDULE 'A'
LEGAL DESCRIPTION

BUILDING A

In the City of Mississauga and Regional Municipality of Peel, being comprised of part of Lot 12 on Registrar's Compiled Plan 1003, (formerly Township of Toronto, County of Peel), designated as **PARTS 1, 2, 14, 17, 25 and 54** on Reference Plan 43R-37480, being part of P.I.N. 13400-0137(LT) and hereinafter referred to as the **BUILDING A LANDS**.

SUBJECT TO easement in favour of Mississauga Hydro-Electric Commission over part of the **BUILDING A LANDS** designated as **PART 14** on Reference Plan 43R-37480, as set out in Instrument No. LT831292.

SUBJECT TO easement in gross in favour of Enersource Hydro Mississauga Inc. over the **BUILDING A LANDS** as set out in Instrument No. PR2746993.

SUBJECT TO easement in favour of Rogers Communications Inc. over the **BUILDING A LANDS** as set out in Instrument No. PR3036217.

SUBJECT TO easement in favour of Enbridge Gas Distribution Inc. over the **BUILDING A LANDS** as set out in Instrument No. PR2685570.

SUBJECT TO easement in favour of part of Lot 12 on Registrar's Compiled Plan 1003, (formerly Township of Toronto, County of Peel), designated as PART 1 on Reference Plan 43R-34981 over part of the **BUILDING A LANDS** designated as **PARTS 2 and 17** on Reference Plan 43R-37480, as set out in Instrument No. PR2701932.

For the purposes of this Schedule 'A', the lands described as part of Lot 12 on Registrar's Compiled Plan 1003, designated as **PART 1** on Reference Plan 43R-35779, being all of P.I.N. 13400-0136(LT) are hereinafter referred to as the **BUILDING B LANDS.**

For the purposes of this Schedule 'A', the lands described as part of Lot 12 on Registrar's Compiled Plan 1003, (formerly Township of Toronto, County of Peel), designated as **PARTS 3 to 11 inclusive, 13, 15, 16, 18, 28, 31, 32, 34, 36, 37 and 58** on Reference Plan 43R-37480, being part of P.I.N. 13400-0137(LT), will be hereinafter referred to as the **RETAINED LANDS**.

For the purposes of this Schedule 'A', the lands described as part of Lot 12 on Registrar's Compiled Plan 1003, (formerly Township of Toronto, County of Peel), designated as **PARTS 19 to 24 inclusive, 33, 35, 42 to 53 inclusive, 55, 56 and 57** on Reference Plan 43R-37480, being part of P.I.N. 13400-0137(LT), will be hereinafter referred to as the **COMMERCIAL PARKING LANDS**.

SUBJECT TO an easement in favour of the owners of the **BUILDING B LANDS**, their successors and assigns, agents, servants, assignees, contractors, servicemen, employees, and licensees over the **BUILDING A LANDS**, for access of persons, vehicles, materials and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the building, utilities and services situated within the **BUILDING B LANDS** as set out in Instrument No. PR2506167. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING A LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

SUBJECT TO an easement in favour of the owners of the **BUILDING B LANDS**, their successors and assigns and their respective agents, servants, assignees, contractors, servicemen and employees over the **BUILDING A LANDS**, for the purpose of effecting and facilitating the construction, installation, repair, replacement, maintenance, service and inspection of all parts of the building, any utilities and services, installations and appurtenances relating thereto, including any ancillary areas of the building situated and to be situated upon the **BUILDING A LANDS** and to allow the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations as comprise part of such buildings situated and to be situated on the **BUILDING A LANDS** as reasonably necessary for the operation of the building, utilities and services as may be constructed on the **BUILDING B LANDS** provided that same does not cause any material interference with the construction, location, and use of the buildings situated and to be situated on the **BUILDING A LANDS** and does not impair in any manner whatsoever the structural integrity of the buildings situated and to be situated upon the **BUILDING A LANDS**. This easement is subject to the right of the owner of the **BUILDING A LANDS** to alter and relocate, from time to time, all or a portion of the said buildings, utilities and services as may be constructed on the **BUILDING A LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS** as set out in Instrument No.

SCHEDULE 'A'
LEGAL DESCRIPTION

BUILDING A

PR2506167. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING A LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

SUBJECT TO an easement in favour of the owners of the **BUILDING B LANDS**, their successors and assigns and their respective agents, servants, assignees, contractors, servicemen, and employees over the **BUILDING A LANDS**, for the purpose of constructing, installing, maintaining, operating, altering, repairing, periodic testing, replacing and inspecting all manner of electrical, heating, cooling, plumbing and various other utilities and services that are necessary to the operation of the building situated or to be situated on the **BUILDING B LANDS**, including, but not limited to, storm and sanitary sewers, water pipes, insulation systems, electrical, telephone, television and cable duct banks, conduits, cables and wires, cable trays, transformers, gas lines, gas meters and regulating stations, ventilation ducts and shafts, air-conditioning equipment, fire sprinklers, fire protection and fire suppression systems, garbage disposal and recycling systems, window washing equipment, siamese connections, sump pumps, waterproofing membranes, sensors, utility check meters, together with all appurtenances relating thereto as may be reasonably necessary from time to time to provide for such services and utilities to any parts of the building situated and to be situated on the **BUILDING B LANDS**, including, but not limited to, the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations within the **BUILDING A LANDS** to facilitate such work provided that same does not cause any material interference with the construction, location, and use of the buildings situated and to be situated on the **BUILDING A LANDS** and does not impair in any manner whatsoever the structural integrity of the buildings situated and to be situated on the **BUILDING A LANDS**. This easement is subject to the right of the owners of the **BUILDING A LANDS** to alter and relocate, from time to time, all or a portion of the said utilities and services as may be constructed on the **BUILDING A LANDS.** This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS** as set out in Instrument No. PR2506167. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING A LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

SUBJECT TO an easement in favour of the owners of the **BUILDING B LANDS**, their successors and assigns over the **BUILDING A LANDS** for the purpose of maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, footings, foundations, side and cross beams, supporting walls and the soil which support the building, installations and all appurtenances thereto situated and to be situated on the **BUILDING B LANDS** as well as the free flow of air through the air exhaust, air intake shafts and stairwells contained therein as set out in Instrument No. PR2506167. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING A LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

SUBJECT TO an easement in favour of the owners of the **BUILDING B LANDS**, their successors and assigns and their occupants, agents, servants, assignees, contractors, servicemen, employees, invitees and licensees in and through the **BUILDING A LANDS** comprising the exit stairwells of the underground garage situated and to be situated within the **BUILDING A LANDS** for the purposes of emergency pedestrian egress as set out in Instrument No. PR2506167. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING A LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

SUBJECT TO an easement in favour of the owners of the **BUILDING B LANDS**, their successors and assigns, their agents, tenants, occupants, contractors, servicemen, invitees and licensees, in common with all others entitled thereto, over the **BUILDING A LANDS**, for the purpose of pedestrian and all manner of vehicular (including, without limitation, emergency vehicles, construction vehicles, service vehicles, garbage and recycling collection vehicles, and equipment and personnel contained therein) ingress and egress over the shared surface driveway and fire route, inclusive of all approaches to the underground garage ramps situated and to be situated within the **BUILDING A LANDS**, including for the purpose of transporting goods and materials. This easement is subject to the right of the owner of the **BUILDING A LANDS** to alter and relocate, from time to time, all or a portion of the said shared surface driveway, fire route and approaches to the underground garage ramps as may be constructed on the **BUILDING A LANDS** as set out in Instrument No. PR2506167. This easement is subject to reasonable interruption,

from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING A LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

SUBJECT TO an easement in favour of the owners of the **BUILDING B LANDS**, their successors and assigns, their agents, tenants, occupants, contractors, servicemen, invitees and licensees, in common with all others entitled thereto, over the **BUILDING A LANDS**, for the purpose of pedestrian and where practical, vehicular, ingress and egress over the underground garage drive aisles, underground garage ramps, underground garage walkways and underground stairwells situated and to be situated within the **BUILDING A LANDS**, including for the purpose of transporting goods and materials. This easement is subject to the right of the owner of the **BUILDING A LANDS** to alter and relocate, from time to time, all or a portion of the said underground garage drive aisles, underground garage ramps, underground walkways and underground stairwells as may be constructed on the **BUILDING A LANDS** as set out in Instrument No. PR2506167. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING A LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

SUBJECT TO a temporary easement in favour of the owners of the **BUILDING B LANDS**, their successors and assigns, their agents, tenants, occupants, contractors, servicemen, invitees and licensees, in common with all others entitled thereto, over the **BUILDING A LANDS**, for the purpose of vehicular ingress and egress over the temporary underground parking garage ramp situated and to be situated within the **BUILDING A LANDS**, including for the purpose of transporting goods and materials and the transportation of garbage, recycling, oversized refuse and containers to and from the designated at grade garbage/recycling pick up area. This easement shall terminate upon completion of the construction of the buildings and structures situated within the **BUILDING A LANDS** which provide for alternative shared permanent ramp access within the **BUILDING A LANDS** for the use and benefit of both the **BUILDING B LANDS** and the **BUILDING A LANDS**. This easement is subject to the right of the owner of the **BUILDING A LANDS** to alter and relocate, from time to time, all or a portion of the said temporary underground parking garage ramp as may be constructed on the **BUILDING A LANDS** as set out in Instrument No. PR2506167. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING A LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

SUBJECT TO an easement in favour of the owners of the **BUILDING B LANDS**, their successors and assigns, their agents, contractors and servicemen, in common with all others entitled thereto, over the **BUILDING A LANDS**, for vehicular, including garbage tractor and personnel, ingress and egress over the underground garage drive aisles and underground garage ramps, situated and to be situated within the **BUILDING A LANDS**, for the purpose of transporting garbage, recycling, oversized refuse and containers to and from the designated at-grade garbage/recycling pick up area. This easement is subject to the right of the owner of the **BUILDING A LANDS** to alter and relocate, from time to time, all or a portion of the said underground garage drive aisles and underground garage ramps as may be constructed on the **BUILDING A LANDS** as set out in Instrument No. PR2506167. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING A LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

SUBJECT TO a temporary easement in favour of the owners of the **BUILDING B LANDS**, their successors and assigns and their agents, servants, assignees, contractors, servicemen, employees and licensees, over the **BUILDING A LANDS** for pedestrian and vehicular, (including garbage truck, garbage tractor and personnel), ingress and egress, to and from the designated at-grade temporary garbage/recycling pick up area situated and to be situated within the **BUILDING A LANDS**, including for the purposes of on-loading, off-loading, temporary storage and truck access to facilitate collection of garbage, recycling materials, organics and oversized refuse, within said designated at-grade temporary garbage/recycling pick up area. This easement does not permit the owners of the **BUILDING B LANDS** their successors and assigns, their agents, servants, assignees, contractors, employees and licensees, to store garbage, recycling materials, organics, oversized refuse and containers within any portion of the **BUILDING A LANDS** other than on a short term basis within the said designated at-grade temporary garbage/recycling pick up

area on designated at-grade garbage or recycling pick-up days. This easement shall terminate upon the completion of construction of permanent shared garbage/recycling pick up area with the **BUILDING A LANDS** for the use and benefit of both the **BUILDING B LANDS** and the **BUILDING A LANDS** as set out in Instrument No. PR2506167. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING A LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

SUBJECT TO a temporary easement in favour of the owners of the **BUILDING B LANDS**, their successors and assigns, their agents, servants, assignees, contractors, servicemen and employees, in common with all others entitled thereto, over the **BUILDING A LANDS** for the use of the designated at-grade temporary garbage/recycling pick up area situated and to be situated within the **BUILDING A LANDS**. This easement shall terminate upon the completion of construction of permanent shared garbage/recycling pick up area with the **BUILDING A LANDS** for the use and benefit of both the **BUILDING B LANDS** and the **BUILDING A LANDS** as set out in Instrument No. PR2506167. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING A LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

SUBJECT TO an easement in favour of the owners of the **BUILDING B LANDS**, their successors and assigns and their agents, servants, assignees, contractors, servicemen, employees and licensees, over the **BUILDING A LANDS** for pedestrian and vehicular, (including garbage truck, garbage tractor and personnel), ingress and egress, to and from the designated at-grade garbage/recycling pick up area situated and to be situated within the **BUILDING A LANDS**, including for the purposes of on-loading, off-loading, temporary storage and truck access to facilitate collection of garbage, recycling materials, organics and oversized refuse, within said designated at-grade garbage/recycling pick up area. This easement does not permit the owners of the **BUILDING B LANDS** their successors and assigns, their agents, servants, assignees, contractors, employees and licensees, to store garbage, recycling materials, organics, oversized refuse and containers within any portion of the **BUILDING A LANDS** other than within the designated at-grade garbage/recycling pick up area on a short term basis on designated garbage or recycling pick-up days as set out in Instrument No. PR2506167. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING A LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

SUBJECT TO an easement in favour of the owners of the **BUILDING B LANDS**, their successors and assigns, their agents, servants, assignees, contractors, servicemen and employees, in common with all others entitled thereto, over the **BUILDING A LANDS** for the use of the designated at-grade garbage/recycling pick up area situated and to be situated within the **BUILDING A LANDS** as set out in Instrument No. PR2506167. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING A LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

SUBJECT TO an easement in favour of the owners of the **BUILDING B LANDS**, their successors and assigns and their respective agents, servants, assignees, occupants, tenants and employees over the **BUILDING A LANDS**, for the purposes of pedestrian access to and use of exterior at-grade shared amenity areas within the **BUILDING A LANDS** as set out in Instrument No. PR2506167. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING A LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

SUBJECT TO an easement in favour of the owners of the **BUILDING B LANDS**, their successors and assigns and their respective agents, servants, assignees, contractors, servicemen and employees over the **BUILDING A LANDS**, for the purpose of installation, attachment and maintenance of caissons, shoring, underpinnings, piles and tie backs, where practical, within the

SCHEDULE 'A'
LEGAL DESCRIPTION

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BUILDING A

BUILDING A LANDS as set out in Instrument No. PR2506167. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING A LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

SUBJECT TO a temporary easement in favour of the owners of the **BUILDING B LANDS**, their successors and assigns and their agents, servants, assignees, contractors, sub-contractors, servicemen and employees, together with any equipment, materials and machinery, over the **BUILDING A LANDS** provided that same does not materially interfere with the construction, location, and use of the buildings situated and to be situated on the **BUILDING A LANDS** for the purpose of pedestrian and where practical, all manner of vehicular (including, without limitation, emergency vehicles, construction vehicles, service vehicles, and equipment, materials, machinery and personnel contained therein), ingress and egress to facilitate the construction of the buildings and structures, situated and to be situated on the **BUILDING B LANDS**, which said easement shall be terminated upon the completion of the construction of the buildings and structures situated within the **BUILDING B LANDS** as set out in Instrument No. PR2506167. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING A LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

SUBJECT TO a temporary easement in favour of the owners the **BUILDING B LANDS**, their successors and assigns, over the **BUILDING A LANDS**, to provide for the passage for overhead crane swing over the **BUILDING A LANDS** in connection with the construction of a building situated and to be situated on the **BUILDING B LANDS**, which said easement shall be terminated upon the completion of the construction of the buildings and structures situated within the **BUILDING B LANDS** as set out in Instrument No. PR2506167. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING A LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

SUBJECT TO a temporary easement in favour of the owners of the **BUILDING B LANDS** their successors and assigns and their agents, servants, assignees, contractors, servicemen and employees over the **BUILDING A LANDS**, for the purpose of installation, attachment and maintenance of hoarding fencing, hoarding, overhead hoarding, signage, fencing and rakers, where practical, within the **BUILDING A LANDS**, which said easement shall be terminated upon the completion of the construction of the buildings and structures situated within the **BUILDING B LANDS** as set out in Instrument No. PR2506167. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING A LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

RESERVING/SUBJECT TO an easement in favour of the owners of the **RETAINED LANDS**, their successors and assigns, agents, servants, assignees, contractors, servicemen, employees, and licensees over the **common elements** of the **BUILDING A LANDS**, for access of persons, vehicles, materials and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the buildings, utilities and services situated within the **RETAINED LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO an easement in favour of the owners of the **RETAINED LANDS**, their successors and assigns and their respective agents, servants, assignees, contractors, servicemen and employees over the **common elements** of the **BUILDING A LANDS**, for the purpose of effecting and facilitating the construction, installation, repair, replacement, maintenance, service and inspection of all parts of the building, any utilities and services, installations and appurtenances relating thereto, including any ancillary areas of the building situated and to be situated upon the **BUILDING A LANDS** and to allow the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations as comprise part of such buildings situated and to be situated on the **BUILDING A LANDS** as reasonably necessary for the operation of the building, utilities and services as may be constructed within the **RETAINED**

LANDS provided that same does not cause any material interference with the construction, location, and use of the buildings situated and to be situated within the **BUILDING A LANDS** and does not impair in any manner whatsoever the structural integrity of the buildings situated and to be situated within the **BUILDING A LANDS**. This easement is subject to the right of the owners of the **BUILDING A LANDS** to alter and relocate, from time to time, all or a portion of the said buildings, utilities and services as may be constructed within the **BUILDING A LANDS.** This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO an easement in favour of the owners of the **RETAINED LANDS**, their successors and assigns and their respective agents, servants, assignees, contractors, servicemen, and employees over the **common elements** of the **BUILDING A LANDS**, for the purpose of constructing, installing, maintaining, operating, altering, repairing, periodic testing, replacing and inspecting all manner of electrical, heating, cooling, plumbing and various other utilities and services that are necessary to the operation of the buildings situated and to be situated within the **RETAINED LANDS**, including, but not limited to, storm and sanitary sewers, water pipes, insulation systems, electrical, telephone, television and cable duct banks, conduits, cables and wires, cable trays, transformers, gas lines, gas meters and regulating stations, ventilation ducts and shafts, air-conditioning equipment, fire sprinklers, fire protection and fire suppression systems, garbage disposal and recycling systems, window washing equipment, siamese connections, sump pumps, waterproofing membranes, sensors, utility check meters, together with all appurtenances relating thereto as may be reasonably necessary from time to time to provide for such services and utilities to any parts of the buildings situated and to be situated within the **RETAINED LANDS**, including, but not limited to, the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations within the **BUILDING A LANDS** to facilitate such work provided that same does not cause any material interference with the construction, location, and use of the buildings situated and to be situated within the **BUILDING A LANDS** and does not impair in any manner whatsoever the structural integrity of the buildings situated and to be situated within the **BUILDING A LANDS**. This easement is subject to the right of the owners of the **BUILDING A LANDS** to alter and relocate, from time to time, all or a portion of the said utilities and services as may be constructed within the **BUILDING A LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO an easement in favour of the owners of the **RETAINED LANDS**, their successors and assigns over the **common elements** of the **BUILDING A LANDS**, for the purpose of maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, footings, foundations, side and cross beams, supporting walls and the soil which support the building, installations and all appurtenances thereto situated and to be situated within the **RETAINED LANDS**, as well as the free flow of air through the air exhaust, air intake shafts and stairwells contained therein.

RESERVING/SUBJECT TO an easement in favour of the owners of the **RETAINED LANDS**, their successors and assigns and their occupants, agents, servants, assignees, contractors, servicemen, employees, invitees and licensees in and through the **common elements** of the **BUILDING A LANDS**, comprising the exit stairwells of the underground garage situated and to be situated within the **BUILDING A LANDS**, for the purposes of emergency pedestrian egress.

RESERVING/SUBJECT TO an easement in favour of the owners of the **RETAINED LANDS**, their successors and assigns, their agents, tenants, occupants, contractors, servicemen, invitees and licensees, in common with all others entitled thereto, over part of the **BUILDING A LANDS** designated as **PART 25** on Reference Plan 43R-37480, for the purpose of pedestrian and all manner of vehicular (including, without limitation, emergency vehicles, construction vehicles, service vehicles, garbage and recycling collection vehicles, and equipment and personnel contained therein), ingress and egress over the surface driveway and underground garage ramp contained within said PART 25, including for the purpose of transporting goods and materials. This easement is subject to the right of the owners of the **BUILDING A LANDS** to alter and relocate, from time to time, all or a portion of the said surface driveway and approaches to the underground garage ramps as may be constructed within the **BUILDING A LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO an easement in favour of the owners of the **RETAINED LANDS**, their successors and assigns, their agents, tenants, occupants, contractors, servicemen, invitees and licensees, in common with all others entitled thereto, over the **common elements on Level 1** of the **BUILDING A LANDS**, for the purpose of pedestrian ingress and egress over the exterior

pedestrian sidewalks and walkways at-grade situated and to be situated within the **BUILDING A LANDS**, including for the purpose of transporting goods and materials. This easement is subject to the right of the owners of the **BUILDING A LANDS** to alter and relocate, from time to time, all or a portion of the said exterior pedestrian sidewalks and walkways at-grade as may be constructed within the **BUILDING A LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO an easement in favour of the owners of the **RETAINED LANDS**, their successors and assigns, their agents, tenants, occupants, contractors, servicemen, invitees and licensees, in common with all others entitled thereto, over the **common elements on Level 1** of the **BUILDING A LANDS**, for the purpose of pedestrian ingress and egress to part of the **COMMERCIAL PARKING LANDS** designated as PART 53 on Reference Plan 43R-37480, being underground garage stairwell contained therein. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO an easement in favour of the owners of the **RETAINED LANDS**, their successors and assigns, their agents, tenants, occupants, contractors, servicemen, invitees and licensees, in common with all others entitled thereto, over the **common elements on Level 1** of the **BUILDING A LANDS**, for the purpose of pedestrian ingress and egress to Stair G, being the underground garage stairwell adjacent to PART 25 on Reference Plan 43R-37480, including pedestrian ingress and egress over said underground garage stairwell to access the **COMMERCIAL PARKING LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO an easement in favour of the owners of the **RETAINED LANDS**, their successors and assigns, their agents, tenants, occupants, contractors, servicemen, invitees and licensees, in common with all others entitled thereto, over the **common elements on Level A** of the **BUILDING A LANDS**, for the purpose of pedestrian ingress and egress over the underground garage stairwells, corridors and walkways. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO a temporary easement in favour of the owners of the **RETAINED LANDS**, their successors and assigns, their agents, contractors and servicemen, in common with all others entitled thereto, over part of the **BUILDING A LANDS** designated as **PART 25** on Reference Plan 43R-37480, for vehicular, including garbage tractor and personnel, ingress and egress over the surface driveway and underground garage ramp contained within said PART 25, for the purpose of transporting garbage, recycling, oversized refuse and containers to and from the designated at-grade temporary garbage/recycling pick up area contained within PART 15 on Reference Plan 43R-37480. This easement shall terminate upon the completion of construction of permanent shared garbage/recycling pick up area within part of the **RETAINED LANDS** designated as PART 16 on Reference Plan 43R-37480. This easement is subject to the right of the owners of the **BUILDING A LANDS** to alter and relocate, from time to time, all or a portion of the said surface driveway and underground garage ramp as may be constructed within PART 25. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO an easement in favour of the owners of part of the **RETAINED LANDS**, designated as **PARTS 3 to 11 inclusive, 13, 15, 16, 18, 28, 31 and 34** on Reference Plan 43R-37480, their successors and assigns and their respective agents, servants, assignees, occupants, tenants and employees over the **common elements on Level 1** of the **BUILDING A LANDS**, for the purposes of pedestrian access to and use of exterior at-grade shared amenity areas. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO an easement in favour of the owners of the **RETAINED LANDS**, their successors and assigns and their respective agents, servants, assignees, contractors, servicemen and employees over the **common elements** of the **BUILDING A LANDS**, for the purpose of installation, attachment and maintenance of caissons, shoring, underpinnings, piles and tie backs, where practical, within the **BUILDING A LANDS**.

RESERVING/SUBJECT TO a temporary easement in favour of the owners of the **RETAINED LANDS**, their successors and assigns and their agents, servants, assignees, contractors, sub-contractors, servicemen and employees, together with any equipment, materials and machinery, over the **common elements** of the **BUILDING A LANDS**, provided that same does not materially

interfere with the construction, location, and use of the buildings situated and to be situated within the **BUILDING A LANDS**, for the purpose of pedestrian and where practical, all manner of vehicular (including, without limitation, emergency vehicles, construction vehicles, service vehicles, and equipment, materials, machinery and personnel contained therein), ingress and egress to facilitate the construction of the buildings and structures, situated and to be situated within the **RETAINED LANDS**, which said temporary easement shall be terminated upon the occurrence of one of the following, whichever occurs first: (i) a date of twenty (20) years after the date of registration of this temporary easement; or (ii) upon the completion of the construction of the buildings and structures situated within the **RETAINED LANDS**. This easement is subject to reasonable interruption, from time to time, for building occupancy, maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO a temporary easement in favour of the owners of the **RETAINED LANDS**, their successors and assigns, over the **common elements** of the **BUILDING A LANDS**, to provide for the passage for one or more overhead crane swings over the **BUILDING A LANDS** in connection with the construction of buildings, situated and to be situated within the **RETAINED LANDS**, which said temporary easement shall be terminated upon the occurrence of one of the following, whichever occurs first: (i) a date of twenty (20) years after the date of registration of this temporary easement; or (ii) upon the completion of the construction of the buildings and structures situated within the **RETAINED LANDS**. This easement is subject to reasonable interruption, from time to time, for building occupancy, maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO a temporary easement in favour of the owners of the **RETAINED LANDS**, their successors and assigns and their agents, servants, assignees, contractors, servicemen and employees, over the **common elements** of the **BUILDING A LANDS**, provided that same does not materially interfere with or compromise or adversely affect public health and safety with respect to the construction, location, occupancy and use of the buildings situated and to be situated on the **BUILDING A LANDS**, to facilitate the construction of the buildings and structures to be situated within the **RETAINED LANDS**, for the purpose of excavating, backfilling, removing and replacing fill and top soil, and undertaking any other works thereon, including the temporary storage and retention of construction equipment and materials thereon, within the **BUILDING A LANDS**, which said temporary easement shall be terminated upon the occurrence of one of the following, whichever occurs first: (i) a date of twenty (20) years after the date of registration of this temporary easement; or (ii) upon the completion of the construction of the buildings and structures situated within the **RETAINED LANDS**. This easement is subject to reasonable interruption, from time to time, for building occupancy, maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO a temporary easement in favour of the owners of the **RETAINED LANDS**, their successors and assigns and their agents, servants, assignees, contractors, servicemen and employees over the **common elements** of the **BUILDING A LANDS**, for the purpose of installation, attachment and maintenance of hoarding fencing, hoarding, overhead hoarding, signage, fencing and rakers, where practical, within the **BUILDING A LANDS**, which said temporary easement shall be terminated upon the occurrence of one of the following, whichever occurs first: (i) a date of twenty (20) years after the date of registration of this temporary easement; or (ii) upon the completion of the construction of the buildings and structures situated within the **RETAINED LANDS**. This easement is subject to reasonable interruption, from time to time, for building occupancy, maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO an easement in favour of the owners of the **RETAINED LANDS**, their successors and assigns and their agents, servants, assignees, contractors, servicemen and employees over the **common elements** of the **BUILDING A LANDS**, for the purposes of affixing, installing, attaching, maintaining and placing of shoring, drainage board, damp-proofing, expansion joints, chip stone backfill and similar construction materials as may be required on the exterior face of the underground parking garage walls of the building situated and to be situated within the **BUILDING A LANDS**. This easement is subject to reasonable interruption, from time to time, for building occupancy, maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO an easement in favour of the owners of the **COMMERCIAL PARKING LANDS**, their successors and assigns, agents, servants, assignees, contractors, servicemen, employees, and licensees over the **common elements** of the **BUILDING A LANDS**, for access of persons, vehicles, materials and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the buildings, utilities and services situated within the **COMMERCIAL PARKING LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**.

SCHEDULE 'A'
LEGAL DESCRIPTION

BUILDING A

RESERVING/SUBJECT TO an easement in favour of the owners of the **COMMERCIAL PARKING LANDS**, their successors and assigns and their respective agents, servants, assignees, contractors, servicemen and employees over the **common elements** of the **BUILDING A LANDS**, for the purpose of effecting and facilitating the construction, installation, repair, replacement, maintenance, service and inspection of all parts of the building, any utilities and services, installations and appurtenances relating thereto, including any ancillary areas of the building situated and to be situated upon the **BUILDING A LANDS** and to allow the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations as comprise part of such buildings situated and to be situated on the **BUILDING A LANDS** as reasonably necessary for the operation of the building, utilities and services as may be constructed within the **COMMERCIAL PARKING LANDS** provided that same does not cause any material interference with the construction, location, and use of the buildings situated and to be situated within the **BUILDING A LANDS** and does not impair in any manner whatsoever the structural integrity of the buildings situated and to be situated within the **BUILDING A LANDS**. This easement is subject to the right of the owners of the **BUILDING A LANDS** to alter and relocate, from time to time, all or a portion of the said buildings, utilities and services as may be constructed within the **BUILDING A LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO an easement in favour of the owners of the **COMMERCIAL PARKING LANDS**, their successors and assigns and their respective agents, servants, assignees, contractors, servicemen, and employees over the **common elements** of the **BUILDING A LANDS**, for the purpose of constructing, installing, maintaining, operating, altering, repairing, periodic testing, replacing and inspecting all manner of electrical, heating, cooling, plumbing and various other utilities and services that are necessary to the operation of the buildings situated and to be situated within the **COMMERCIAL PARKING LANDS**, including, but not limited to, storm and sanitary sewers, water pipes, insulation systems, electrical, telephone, television and cable duct banks, conduits, cables and wires, cable trays, transformers, gas lines, gas meters and regulating stations, ventilation ducts and shafts, air-conditioning equipment, fire sprinklers, fire protection and fire suppression systems, garbage disposal and recycling systems, window washing equipment, siamese connections, sump pumps, waterproofing membranes, sensors, utility check meters, together with all appurtenances relating thereto as may be reasonably necessary from time to time to provide for such services and utilities to any parts of the buildings situated and to be situated within the **COMMERCIAL PARKING LANDS**, including, but not limited to, the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations within the **BUILDING A LANDS** to facilitate such work provided that same does not cause any material interference with the construction, location, and use of the buildings situated and to be situated within the **BUILDING A LANDS** and does not impair in any manner whatsoever the structural integrity of the buildings situated and to be situated within the **BUILDING A LANDS**. This easement is subject to the right of the owners of the **BUILDING A LANDS** to alter and relocate, from time to time, all or a portion of the said utilities and services as may be constructed within the **BUILDING A LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO an easement in favour of the owners of the **COMMERCIAL PARKING LANDS**, their successors and assigns over the **common elements** of the **BUILDING A LANDS**, for the purpose of maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, footings, foundations, side and cross beams, supporting walls and the soil which support the building, installations and all appurtenances thereto situated and to be situated within the **COMMERCIAL PARKING LANDS**, as well as the free flow of air through the air exhaust, air intake shafts and stairwells contained therein.

RESERVING/SUBJECT TO an easement in favour of the owners of the **COMMERCIAL PARKING LANDS**, their successors and assigns and their occupants, agents, servants, assignees, contractors, servicemen, employees, invitees and licensees in and through the **common elements** of the **BUILDING A LANDS**, comprising the exit stairwells of the underground garage situated and to be situated within the **BUILDING A LANDS**, for the purposes of emergency pedestrian egress.

RESERVING/SUBJECT TO an easement in favour of the owners of the **COMMERCIAL PARKING LANDS**, their successors and assigns, their agents, tenants, occupants, contractors, servicemen, invitees and licensees, in common with all others entitled thereto, over part of the **BUILDING A LANDS** designated as **PART 25** on Reference Plan 43R-37480, for the purpose of

pedestrian and all manner of vehicular (including, without limitation, emergency vehicles, construction vehicles, service vehicles, garbage and recycling collection vehicles, and equipment and personnel contained therein), ingress and egress over the surface driveway and underground garage ramp contained within said PART 25, including for the purpose of transporting goods and materials. This easement is subject to the right of the owners of the **BUILDING A LANDS** to alter and relocate, from time to time, all or a portion of the said surface driveway and underground garage ramp as may be constructed within PART 25. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO an easement in favour of the owners of the **COMMERCIAL PARKING LANDS**, their successors and assigns, their agents, tenants, occupants, contractors, servicemen, invitees and licensees, in common with all others entitled thereto, over the **common elements on Level 1** of the **BUILDING A LANDS**, for the purpose of pedestrian ingress and egress over the exterior pedestrian sidewalks and walkways at-grade situated and to be situated within the **BUILDING A LANDS**, including for the purpose of transporting goods and materials. This easement is subject to the right of the owners of the **BUILDING A LANDS** to alter and relocate, from time to time, all or a portion of the said exterior pedestrian sidewalks and walkways at-grade as may be constructed within the **BUILDING A LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO an easement in favour of the owners of the the **COMMERCIAL PARKING LANDS**, their successors and assigns, their agents, tenants, occupants, contractors, servicemen, invitees and licensees, in common with all others entitled thereto, over the **common elements on Level 1** of the **BUILDING A LANDS**, for the purpose of pedestrian ingress and egress to part of the **COMMERCIAL PARKING LANDS** designated as PART 53 on Reference Plan 43R-37480, being underground garage stairwell contained therein. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO an easement in favour of the owners of the the **COMMERCIAL PARKING LANDS**, their successors and assigns, their agents, tenants, occupants, contractors, servicemen, invitees and licensees, in common with all others entitled thereto, over the **common elements on Level 1** of the **BUILDING A LANDS**, for the purpose of pedestrian ingress and egress to Stair G, being the underground garage stairwell adjacent to PART 25 on Reference Plan 43R-37480, and including pedestrian ingress and egress over said underground garage stairwell to access the **COMMERCIAL PARKING LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO an easement in favour of the owners of the **COMMERCIAL PARKING LANDS**, their successors and assigns, their agents, tenants, occupants, contractors, servicemen, invitees and licensees, in common with all others entitled thereto, over the **common elements on Level A** of the **BUILDING A LANDS**, for the purpose of pedestrian ingress and egress over the underground garage stairwells, corridors and walkways. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO a temporary easement in favour of the owners of the **COMMERCIAL PARKING LANDS**, their successors and assigns, their agents, contractors and servicemen, in common with all others entitled thereto, over part of the **BUILDING A LANDS** designated as **PART 25** on Reference Plan 43R-37480, for vehicular, including garbage tractor and personnel, ingress and egress over the surface driveway and underground garage ramp contained within said PART 25, for the purpose of transporting garbage, recycling, oversized refuse and containers to and from the designated at-grade temporary garbage/recycling pick up area contained within PART 15 on Reference Plan 43R-37480. This easement shall terminate upon the completion of construction of permanent shared garbage/recycling pick up area within part of the **RETAINED LANDS** designated as PART 16 on Reference Plan 43R-37480. This easement is subject to the right of the owners of the **BUILDING A LANDS** to alter and relocate, from time to time, all or a portion of the said underground garage ramp as may be constructed within PART 25. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**.

SCHEDULE 'A'
LEGAL DESCRIPTION

BUILDING A

RESERVING/SUBJECT TO an easement in favour of the owners of the **COMMERCIAL PARKING LANDS**, their successors and assigns and their respective agents, servants, assignees, occupants, tenants and employees over the **common elements exterior to the building on Level 1** and the **common elements on Level A** of the **BUILDING A LANDS**, for the purposes of use in connection with the access to, installation, maintenance, repair and replacement of directional signage and parking meters and appurtenant wires and cables as may be contained therein. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO an easement in favour of the owners of the **COMMERCIAL PARKING LANDS**, their successors and assigns and their respective agents, servants, assignees, contractors, servicemen and employees over the **common elements** of the **BUILDING A LANDS**, for the purpose of installation, attachment and maintenance of caissons, shoring, underpinnings, piles and tie backs, where practical, within the **BUILDING A LANDS**.

RESERVING/SUBJECT TO a temporary easement in favour of the owners of the **COMMERCIAL PARKING LANDS**, their successors and assigns and their agents, servants, assignees, contractors, sub-contractors, servicemen and employees, together with any equipment, materials and machinery, over the **common elements** of the **BUILDING A LANDS**, provided that same does not materially interfere with the construction, location, and use of the buildings situated and to be situated within the **BUILDING A LANDS**, for the purpose of pedestrian and where practical, all manner of vehicular (including, without limitation, emergency vehicles, construction vehicles, service vehicles, and equipment, materials, machinery and personnel contained therein), ingress and egress to facilitate the construction of the buildings and structures, situated and to be situated within the **COMMERCIAL PARKING LANDS**, which said temporary easement shall be terminated upon the occurrence of one of the following, whichever occurs first: (i) a date of twenty (20) years after the date of registration of this temporary easement; or (ii) upon the completion of the construction of the buildings and structures situated within the **COMMERCIAL PARKING LANDS**. This easement is subject to reasonable interruption, from time to time, for building occupancy, maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO a temporary easement in favour of the owners of the **COMMERCIAL PARKING LANDS**, their successors and assigns, over the **common elements** of the **BUILDING A LANDS**, to provide for the passage for one or more overhead crane swings over the **BUILDING A LANDS** in connection with the construction of buildings, situated and to be situated within the **COMMERCIAL PARKING LANDS**, which said temporary easement shall be terminated upon the occurrence of one of the following, whichever occurs first: (i) a date of twenty (20) years after the date of registration of this temporary easement; or (ii) upon the completion of the construction of the buildings and structures situated within the **COMMERCIAL PARKING LANDS**. This easement is subject to reasonable interruption, from time to time, for building occupancy, maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO a temporary easement in favour of the owners of the **COMMERCIAL PARKING LANDS**, their successors and assigns and their agents, servants, assignees, contractors, servicemen and employees, over the **common elements** of the **BUILDING A LANDS**, provided that same does not materially interfere with or compromise or adversely affect public health and safety with respect to the construction, location, occupancy and use of the buildings situated and to be situated on the **BUILDING A LANDS**, to facilitate the construction of the buildings and structures to be situated within the **COMMERCIAL PARKING LANDS**, for the purpose of excavating, backfilling, removing and replacing fill and top soil, and undertaking any other works thereon, including the temporary storage and retention of construction equipment and materials thereon, within the **BUILDING A LANDS**, which said temporary easement shall be terminated upon the occurrence of one of the following, whichever occurs first: (i) a date of twenty (20) years after the date of registration of this temporary easement; or (ii) upon the completion of the construction of the buildings and structures situated within the **COMMERCIAL PARKING LANDS**. This easement is subject to reasonable interruption, from time to time, for building occupancy, maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO a temporary easement in favour of the owners of the **COMMERCIAL PARKING LANDS**, their successors and assigns and their agents, servants, assignees, contractors, servicemen and employees over the **common elements** of the **BUILDING A LANDS**, for the purpose of installation, attachment and maintenance of hoarding fencing,

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hoarding, overhead hoarding, signage, fencing and rakers, where practical, within the **BUILDING A LANDS**, which said temporary easement shall be terminated upon the occurrence of one of the following, whichever occurs first: (i) a date of twenty (20) years after the date of registration of this temporary easement; or (ii) upon the completion of the construction of the buildings and structures situated within the **COMMERCIAL PARKING LANDS**. This easement is subject to reasonable interruption, from time to time, for building occupancy, maintenance, repair and reconstruction of the **BUILDING A LANDS**.

RESERVING/SUBJECT TO an easement in favour of the owners of the **COMMERCIAL PARKING LANDS**, their successors and assigns and their agents, servants, assignees, contractors, servicemen and employees over the **common elements** of the **BUILDING A LANDS**, for the purposes of affixing, installing, attaching, maintaining and placing of shoring, drainage board, damp-proofing, expansion joints, chip stone backfill and similar construction materials as may be required on the exterior face of the underground parking garage walls of the building situated and to be situated within the **BUILDING A LANDS**. This easement is subject to reasonable interruption, from time to time, for building occupancy, maintenance, repair and reconstruction of the **BUILDING A LANDS**.

TOGETHER WITH an easement over part of the Common Elements of Peel Condominium Plan 308, designated as **PART 1** on Plan 43R-34859, as set out in Instrument No. PR2309457.

TOGETHER WITH an easement over part of Lot 12 on Registrar's Compiled Plan 1003, designated as **PARTS 1 and 2** on Reference Plan 43R-36161, being part of P.I.N. 13400-0134(LT) as set out in Instrument No. PR2701933.

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, agents, servants, assignees, contractors, servicemen, and employees, over the **BUILDING B LANDS** for the access of persons, vehicles, material and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the buildings, utilities and services situated and to be situated within the **BUILDING A LANDS** as set out in Instrument No. PR2506167. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING B LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING B LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns and their respective agents, servants, assignees, contractors, servicemen and employees over the **BUILDING B LANDS** for the purpose of effecting and facilitating the construction, installation, repair, replacement, maintenance, service and inspection of all parts of the buildings, any utilities and services, installations and appurtenances relating thereto, including any ancillary areas of the buildings situated and to be situated upon the **BUILDING A LANDS** and to allow the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations as comprise part of such building situated and to be situated on the **BUILDING B LANDS** as reasonably necessary for the operation of the buildings, utilities and services on the **BUILDING A LANDS** provided that same does not cause any material interference with the construction, location and use of the building situated and to be situated on the **BUILDING B LANDS** and does not impair in any manner whatsoever the structural integrity of the building situated and to be situated on the **BUILDING B LANDS**. This easement is subject to the right of the owner of the **BUILDING B LANDS** to alter and relocate, from time to time, all or a portion of the said building, utilities and services as may be constructed on the **BUILDING B LANDS** as set out in Instrument No. PR2506167. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING B LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING B LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns and their respective agents, servants, assignees, contractors, servicemen, and employees over the **BUILDING B LANDS** for the purpose of constructing, installing, maintaining, operating, altering, repairing, periodic testing, replacing and inspecting all manner of

electrical, heating, cooling, plumbing and various other utilities and services that are necessary to the operation of the buildings situated and to be situated on the **BUILDING B LANDS**, including, but not limited to, storm and sanitary sewers, water pipes, insulation systems, electrical, telephone, television and cable duct banks, conduits, cables and wires, cable trays, transformers, gas lines, gas meters and regulating stations, ventilation ducts and shafts, air-conditioning equipment, fire sprinklers, fire protection and fire suppression systems, garbage disposal and recycling systems, window washing equipment, siamese connections, sump pumps, waterproofing membranes, sensors utility check meters, parking metres and appurtenant wiring and cables, together with all appurtenances relating thereto as may be reasonably necessary from time to time to provide for such services and utilities to any parts of the buildings situated and to be situated on the **BUILDING A LANDS**, including, but not limited to, the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations within the **BUILDING B LANDS** to facilitate such work provided that same does not cause any material interference with the construction, location and use of the building situated and to be situated on the **BUILDING B LANDS** and does not impair in any manner whatsoever the structural integrity of the building situated and to be situated on the **BUILDING B LANDS**. This easement is subject to the right of the owners of the **BUILDING B LANDS** to alter and relocate, from time to time, all or a portion of the said utilities and services as may be constructed on the **BUILDING B LANDS** as set out in Instrument No. PR2506167. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING B LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING B LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, over the **BUILDING B LANDS** for the purpose of maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, footings, foundations, side and cross beams, supporting walls and the soil which support the buildings, installations and all appurtenances thereto situated and to be situated on the **BUILDING A LANDS** as well as the free flow of air through the air exhaust, air intake shafts and stairwells contained therein as set out in Instrument No. PR2506167. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING B LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns and their occupants, agents, servants, assignees, contractors, servicemen, employees, invitees and licensees in and through the underground garage exit stairwells of the building situated and to be situated within the **BUILDING B LANDS** for the purpose of providing emergency pedestrian egress as set out in Instrument No. PR2506167. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING B LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, their agents, tenants, occupants, contractors, servicemen, invitees and licensees, in common with all others entitled thereto, over the underground garage drive aisles and underground garage exit stairwells situated and to be situated within the **BUILDING B LANDS**, for pedestrian and where practical, vehicular, ingress and egress to and from the **BUILDING A LANDS**, including for the purpose of transporting goods and materials. This easement is subject to the right of the owner of the **BUILDING B LANDS** to alter and relocate, from time to time, all or a portion of the said underground garage drive aisles and underground garage exit stairwells as may be constructed on the **BUILDING B LANDS** as set out in Instrument No. PR2506167. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING B LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING B LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, agents, contractors and servicemen, in common with all others entitled thereto, over the underground garage drive aisles situated and to be situated within the **BUILDING B LANDS**, for vehicular, including garbage tractor and personnel, ingress and egress for the purpose of transporting garbage, recycling, oversized refuse and containers to and from the designated at-grade garbage/recycling pick up area. This easement is subject to the right of the owner of the **BUILDING B LANDS** to alter and relocate, from time to time, all or a portion of the

said underground garage drive aisles as may be constructed on the **BUILDING B LANDS** as set out in Instrument No. PR2506167. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING B LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING B LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH a right in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, to remove the designated knock out panels within the perimeter underground garage walls situated and to be situated within the **BUILDING B LANDS**, provided that same does not cause any material interference with the construction, location and use of the building situated and to be situated on the **BUILDING B LANDS** and does not impair in any manner whatsoever the structural integrity of the building situated and to be situated on the **BUILDING B LANDS** as set out in Instrument No. PR2506167. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING B LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING B LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, through the designated knock out panels within the perimeter underground garage walls situated and to be situated within the **BUILDING B LANDS** for the purpose of pedestrian and vehicular, ingress and egress to and from the **BUILDING A LANDS**, including for the purpose of transporting goods and materials, and the transportation of garbage, recycling, oversized refuse, and containers to and from the designated at grade garbage/recycling pick up area as set out in Instrument No. PR2506167. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING B LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING B LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns and their respective agents, servants, assignees, occupants, tenants and employees over the **BUILDING B LANDS**, for the purposes of pedestrian access to and use of exterior at-grade shared amenity areas as set out in Instrument No. PR2506167. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **BUILDING B LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING B LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, their agents, contractors, and servicemen over the **BUILDING B LANDS** for the purposes of affixing, installing, attaching, maintaining and placing of shoring, drainage board, damp-proofing, expansion joints, chip stone backfill and similar construction materials as may be required on the exterior face of the underground parking garage walls of the building situated and to be situated on the **BUILDING B LANDS** as set out in Instrument No. PR2506167. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING B LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns and their respective agents, servants, assignees, contractors, servicemen and employees over the **BUILDING B LANDS**, for the purpose of installation, attachment and maintenance of caissons, shoring, underpinnings, piles and tie backs, where practical, within the **BUILDING B LANDS** as set out in Instrument No. PR2506167. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING B LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH a temporary easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns and their agents, servants, assignees, contractors, sub-contractors, servicemen and employees, together with any equipment, materials and machinery, over the **BUILDING B LANDS**, provided that same does not materially interfere with the construction, location, and use of the building situated and to be situated on the **BUILDING B LANDS**, for the

purpose of pedestrian and where practical, all manner of vehicular (including, without limitation, emergency vehicles, construction vehicles, service vehicles, and equipment, materials, machinery and personnel contained therein), ingress and egress to facilitate the construction of the buildings and structures, situated and to be situated on the **BUILDING A LANDS** which said easement shall be terminated upon the completion of the construction of the buildings and structures situated within the **BUILDING A LANDS** as set out in Instrument No. PR2506167. This easement is subject to reasonable interruption, from time to time, for building occupancy, maintenance, repair and reconstruction of the **BUILDING B LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING B LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH a temporary easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, over the **BUILDING B LANDS**, to provide for the passage for overhead crane swing over the **BUILDING B LANDS** in connection with the construction of buildings, situated and to be situated on the **BUILDING A LANDS**, which said easement shall be terminated upon the completion of the construction of the buildings and structures situated within the **BUILDING A LANDS** as set out in Instrument No. PR2506167. This easement is subject to reasonable interruption, from time to time, for building occupancy, maintenance, repair and reconstruction of the **BUILDING B LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING B LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH a temporary easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns and their agents, servants, assignees, contractors, servicemen and employees, over the **BUILDING B LANDS**, provided that same does not materially interfere with or compromise or adversely affect public health and safety with respect to the construction, location, occupancy and use of the building situated and to be situated on the **BUILDING B LANDS**, to facilitate the construction of the buildings and structures to be situated on the **BUILDING A LANDS** for the purpose of excavating, backfilling, removing and replacing fill and top soil, and undertaking any other works thereon, including the temporary storage and retention of construction equipment and materials thereon, within the **BUILDING B LANDS**, which said easement shall be terminated upon the completion of the construction of the buildings and structures situated within the **BUILDING A LANDS** as set out in Instrument No. PR2506167. This easement is subject to reasonable interruption, from time to time, for building occupancy, maintenance, repair and reconstruction of the **BUILDING B LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING B LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH a temporary easement in favour of the owners of the **BUILDING A LANDS** their successors and assigns and their agents, servants, assignees, contractors, servicemen and employees over the **BUILDING B LANDS**, for the purpose of installation, attachment and maintenance of hoarding fencing, hoarding, overhead hoarding, signage, fencing and rakers, where practical, within the **BUILDING B LANDS**, which said easement shall be terminated upon the completion of the construction of the buildings and structures situated within the **BUILDING A LANDS** as set out in Instrument No. PR2506167. This easement is subject to reasonable interruption, from time to time, for building occupancy, maintenance, repair and reconstruction of the **BUILDING B LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **BUILDING B LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, agents, servants, assignees, contractors, servicemen, and employees, over the **RETAINED LANDS**, for the access of persons, vehicles, material and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the buildings, utilities and services situated and to be situated within the **BUILDING A LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **RETAINED LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **RETAINED LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

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LEGAL DESCRIPTION

BUILDING A

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns and their respective agents, servants, assignees, contractors, servicemen and employees over the **RETAINED LANDS**, for the purpose of effecting and facilitating the construction, installation, repair, replacement, maintenance, service and inspection of all parts of the buildings, any utilities and services, installations and appurtenances relating thereto, including any ancillary areas of the buildings situated and to be situated within the **BUILDING A LANDS** and to allow the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations as comprise part of such buildings situated and to be situated within the **RETAINED LANDS** as reasonably necessary for the operation of the buildings, utilities and services within the **BUILDING A LANDS** provided that same does not cause any material interference with the construction, location and use of the buildings situated and to be situated within the **RETAINED LANDS** and does not impair in any manner whatsoever the structural integrity of the buildings situated and to be situated within the **RETAINED LANDS**. This easement is subject to the right of the owners of the **RETAINED LANDS** to alter and relocate, from time to time, all or a portion of the said buildings, utilities and services as may be constructed within the **RETAINED LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **RETAINED LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **RETAINED LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns and their respective agents, servants, assignees, contractors, servicemen, and employees over the **RETAINED LANDS**, for the purpose of constructing, installing, maintaining, operating, altering, repairing, periodic testing, replacing and inspecting all manner of electrical, heating, cooling, plumbing and various other utilities and services that are necessary to the operation of the buildings situated and to be situated within the **RETAINED LANDS**, including, but not limited to, storm and sanitary sewers, water pipes, insulation systems, electrical, telephone, television and cable duct banks, conduits, cables and wires, cable trays, transformers, gas lines, gas meters and regulating stations, ventilation ducts and shafts, air-conditioning equipment, fire sprinklers, fire protection and fire suppression systems, garbage disposal and recycling systems, window washing equipment, siamese connections, sump pumps, waterproofing membranes, sensors utility check meters, parking metres and appurtenant wiring and cables, together with all appurtenances relating thereto as may be reasonably necessary from time to time to provide for such services and utilities to any parts of the buildings situated and to be situated within the **BUILDING A LANDS**, including, but not limited to, the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations within the **RETAINED LANDS** to facilitate such work provided that same does not cause any material interference with the construction, location and use of the buildings situated and to be situated within the **RETAINED LANDS** and does not impair in any manner whatsoever the structural integrity of the buildings situated and to be situated within the **RETAINED LANDS**. This easement is subject to the right of the owners of the **RETAINED LANDS** to alter and relocate, from time to time, all or a portion of the said utilities and services as may be constructed within the **RETAINED LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **RETAINED LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **RETAINED LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, over the **RETAINED LANDS**, for the purpose of maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, footings, foundations, side and cross beams, supporting walls and the soil which support the buildings, installations and all appurtenances thereto situated and to be situated within the **BUILDING A LANDS**, as well as the free flow of air through the air exhaust, air intake shafts and stairwells contained therein. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **RETAINED LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns and their occupants, agents, servants, assignees, contractors, servicemen, employees, invitees and licensees, over the **RETAINED LANDS**, for the purpose of providing emergency pedestrian egress in and through the underground garage exit stairwells of the building situated and to be situated therein. *Upon the registration of a declaration and*

*description pursuant to the Condominium Act, 1998 in respect of the **RETAINED LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, their agents, tenants, occupants, contractors, servicemen, invitees and licensees, in common with all others entitled thereto, over part of the **RETAINED LANDS**, designated as **PARTS 4, 5, 6 and 34** on Reference Plan 43R-37480, for the purpose of pedestrian and all manner of vehicular (including, without limitation, emergency vehicles, construction vehicles, service vehicles, garbage and recycling collection vehicles, and equipment and personnel contained therein), ingress and egress over the shared interior road, inclusive of all approaches to the underground garage ramps situated and to be situated within the **RETAINED LANDS**, including for the purpose of transporting goods and materials. This easement is subject to the right of the owners of the **RETAINED LANDS** to alter and relocate, from time to time, all or a portion of the said shared interior road and approaches to the underground garage ramps as may be constructed within the **RETAINED LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **RETAINED LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **RETAINED LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH a temporary easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, their agents, tenants, occupants, contractors, servicemen, invitees and licensees, in common with all others entitled thereto, over Part of Lot 12 on Registrar's Compiled Plan 1003, (formerly Township of Toronto, County of Peel), designated as **PART 29** on Reference Plan 43R-37480, for the purpose of pedestrian and all manner of vehicular (including, without limitation, emergency vehicles, construction vehicles, service vehicles, garbage and recycling collection vehicles, and equipment and personnel contained therein) ingress and egress, including for the purpose of transporting goods and materials. This easement shall terminate upon the conveyance of said PART 29 to The Regional Municipality of Peel. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of said PART 29.

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, their agents, tenants, occupants, contractors, servicemen, invitees and licensees, in common with all others entitled thereto, over part of the **RETAINED LANDS**, designated as **PARTS 3, 8, 9, 10 and 15** on Reference Plan 43R-37480, for the purpose of pedestrian ingress and egress over the exterior pedestrian sidewalks and walkways at-grade situated and to be situated within the **RETAINED LANDS**, including for the purpose of transporting goods and materials. This easement is subject to the right of the owners of the **RETAINED LANDS** to alter and relocate, from time to time, all or a portion of the said exterior pedestrian sidewalks and walkways at-grade as may be constructed within the **RETAINED LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **RETAINED LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **RETAINED LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, their agents, tenants, occupants, contractors, servicemen, invitees and licensees, in common with all others entitled thereto, over part of the **RETAINED LANDS**, designated as **PART 32** on Reference Plan 43R-37480, for the purpose of vehicular ingress and egress over the underground garage drive aisles and underground garage ramp situated and to be situated within the **RETAINED LANDS**, including for the purpose of transporting goods and materials. This easement is subject to the right of the owners of the **RETAINED LANDS** to alter and relocate, from time to time, all or a portion of the said underground garage drive aisles and underground garage ramp as may be constructed within the **RETAINED LANDS.** This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **RETAINED LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **RETAINED LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, their agents, tenants, occupants, contractors, servicemen, invitees and licensees, in common with all others entitled thereto, over part of the **RETAINED LANDS**,

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LEGAL DESCRIPTION

BUILDING A

designated as **PARTS 10, 32, 36 and 37** on Reference Plan 43R-37480, for the purpose of pedestrian ingress and egress to access the underground garage stairwells situated and to be situated within the **RETAINED LANDS**, including for the purpose of transporting goods and materials. This easement is subject to the right of the owners of the **RETAINED LANDS** to alter and relocate, from time to time, all or a portion of the said underground garage stairwells as may be constructed within the **RETAINED LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **RETAINED LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **RETAINED LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, their agents, tenants, occupants, contractors, servicemen, invitees and licensees, in common with all others entitled thereto, over part of the **RETAINED LANDS**, designated as **PART 10** on Reference Plan 43R-37480, for the purpose of pedestrian ingress and egress over the underground garage stairwells situated and to be situated within said PART 10. This easement is subject to the right of the owners of the **RETAINED LANDS** to alter and relocate, from time to time, all or a portion of the said underground garage stairwells as may be constructed within the **RETAINED LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **RETAINED LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **RETAINED LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, their agents, contractors and servicemen, in common with all others entitled thereto, over part of the **RETAINED LANDS**, designated as **PART 32** on Reference Plan 43R-37480, for vehicular, including garbage tractor and personnel, ingress and egress over the underground garage drive aisles and underground garage ramp, situated and to be situated within the **RETAINED LANDS**, for the purpose of transporting garbage, recycling, oversized refuse and containers to and from the designated at-grade garbage/recycling pick up area contained within PART 16 on Reference Plan 43R-37480. This easement is subject to the right of the owners of the **RETAINED LANDS** to alter and relocate, from time to time, all or a portion of the said underground garage drive aisles and underground garage ramp as may be constructed within the **RETAINED LANDS.** This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **RETAINED LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **RETAINED LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH a temporary easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns and their agents, servants, assignees, contractors, servicemen, employees and licensees, over part of the **RETAINED LANDS**, designated as **PART 15** on Reference Plan 43R-37480, being the designated at-grade temporary garbage/recycling pick up area contained therein, for pedestrian and vehicular, (including garbage truck, garbage tractor and personnel), ingress and egress, including for the purposes of on-loading, off-loading, temporary storage and truck access to facilitate collection of garbage, recycling materials, organics and oversized refuse, within said designated at-grade temporary garbage/recycling pick up area. This easement does not permit the owners of the **BUILDING A LANDS**, their successors and assigns, their agents, servants, assignees, contractors, employees and licensees, to store garbage, recycling materials, organics, oversized refuse and containers within any portion of the **RETAINED LANDS** other than on a short term basis within the said designated at-grade temporary garbage/recycling pick up area on designated at-grade garbage or recycling pick-up days. This easement shall terminate upon the completion of construction of permanent shared garbage/recycling pick up area with the **RETAINED LANDS** for the use and benefit of both the **BUILDING A LANDS** and the **RETAINED LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **RETAINED LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **RETAINED LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

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LEGAL DESCRIPTION

BUILDING A

TOGETHER WITH a temporary easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, their agents, servants, assignees, contractors, servicemen and employees, in common with all others entitled thereto, over part of the **RETAINED LANDS**, designated as **PART 15** on Reference Plan 43R-37480, for the use of the designated at-grade temporary garbage/recycling pick up area contained therein. The owners of the **RETAINED LANDS** shall provide access to and use of the at-grade temporary garbage/recycling pick up area as necessary to the operations and maintenance of the building contained within the **BUILDING A LANDS**. This easement shall terminate upon the completion of construction of permanent shared garbage/recycling pick up area with the **RETAINED LANDS** for the use and benefit of both the **BUILDING A LANDS** and the **RETAINED LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **RETAINED LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **RETAINED LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns and their agents, servants, assignees, contractors, servicemen, employees and licensees, over part of the **RETAINED LANDS**, designated as **PART 16** on Reference Plan 43R-37480, being the designated at-grade garbage/recycling pick up area contained therein, for pedestrian and vehicular, (including garbage truck, garbage tractor and personnel), ingress and egress, including for the purposes of on-loading, off-loading, temporary storage and truck access to facilitate collection of garbage, recycling materials, organics and oversized refuse, within said designated at-grade garbage/recycling pick up area. This easement does not permit the owners of the **BUILDING A LANDS**, their successors and assigns, their agents, servants, assignees, contractors, employees and licensees, to store garbage, recycling materials, organics, oversized refuse and containers within any portion of the **RETAINED LANDS** other than within the designated at-grade garbage/recycling pick up area on a short term basis on designated garbage or recycling pick-up days. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **RETAINED LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **RETAINED LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, their agents, servants, assignees, contractors, servicemen and employees, in common with all others entitled thereto, over part of the **RETAINED LANDS**, designated as **PART 16** on Reference Plan 43R-37480, for the use of the designated at-grade garbage/recycling pick up area contained therein. The owners of the **RETAINED LANDS** shall provide access to and use of the at-grade garbage/recycling pick up area as necessary to the operations and maintenance of the building contained within the **BUILDING A LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **RETAINED LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **RETAINED LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns and their respective agents, servants, assignees, occupants, tenants and employees over part of the **RETAINED LANDS**, designated as **PARTS 3, 15 and 18** on Reference Plan 43R-37480, for the purposes of pedestrian access to and use of exterior at-grade shared amenity areas as may be constructed therein. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **RETAINED LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **RETAINED LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns and their respective agents, servants, assignees, occupants, tenants and employees over part of the **RETAINED LANDS**, designated as **PART 13** on Reference Plan 43R-37480, for the purposes of pedestrian ingress and egress to and access to said PART 13. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **RETAINED LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **RETAINED LANDS**, the easement*

granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, their agents, tenants, occupants, contractors, servicemen, invitees and licensees, in common with all others entitled thereto, over part of the **RETAINED LANDS**, designated as **PARTS 18, 36, 37 and 58** on Reference Plan 43R-37480, for the purpose of vehicular ingress and egress over the temporary underground garage ramp situated within the **RETAINED LANDS**, including for the purpose of transporting goods and materials. This easement is subject to the right of the owners of the **RETAINED LANDS** to alter and relocate, from time to time, all or a portion of the said temporary underground garage ramp as may be constructed within the **RETAINED LANDS.** This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **RETAINED LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **RETAINED LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns and their respective agents, servants, assignees, contractors, servicemen and employees over the **RETAINED LANDS**, for the purpose of installation, attachment and maintenance of caissons, shoring, underpinnings, piles and tie backs, where practical, within the **RETAINED LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **RETAINED LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH a temporary easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns and their agents, servants, assignees, contractors, sub-contractors, servicemen and employees, together with any equipment, materials and machinery, over the **RETAINED LANDS**, provided that same does not materially interfere with the construction, location, and use of the buildings situated and to be situated within the **RETAINED LANDS**, for the purpose of pedestrian and where practical, all manner of vehicular (including, without limitation, emergency vehicles, construction vehicles, service vehicles, and equipment, materials, machinery and personnel contained therein), ingress and egress to facilitate the construction of the buildings and structures, situated and to be situated within the **BUILDING A LANDS** which said easement shall be terminated upon the completion of the construction of the buildings and structures situated within the **BUILDING A LANDS**. This easement is subject to reasonable interruption, from time to time, for building occupancy, maintenance, repair and reconstruction of the **RETAINED LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **RETAINED LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH a temporary easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, over the **RETAINED LANDS**, to provide for the passage for overhead crane swing over the **RETAINED LANDS** in connection with the construction of buildings, situated and to be situated within the **BUILDING A LANDS**, which said easement shall be terminated upon the completion of the construction of the buildings and structures situated within the **BUILDING A LANDS**. This easement is subject to reasonable interruption, from time to time, for building occupancy, maintenance, repair and reconstruction of the **RETAINED LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **RETAINED LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH a temporary easement in favour of the owners of the **BUILDING A LANDS** their successors and assigns and their agents, servants, assignees, contractors, servicemen and employees over the **RETAINED LANDS**, for the purpose of installation, attachment and maintenance of hoarding fencing, hoarding, overhead hoarding, signage, fencing and rakers, where practical, within the **RETAINED LANDS**, which said easement shall be terminated upon the completion of the construction of the buildings and structures situated within the **BUILDING A LANDS**. This easement is subject to reasonable interruption, from time to time, for building occupancy, maintenance, repair and reconstruction of the **RETAINED LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the **RETAINED LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

SCHEDULE 'A'
LEGAL DESCRIPTION

BUILDING A

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, agents, servants, assignees, contractors, servicemen, and employees, over the **COMMERCIAL PARKING LANDS**, for the access of persons, vehicles, material and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the buildings, utilities and services situated and to be situated within the **BUILDING A LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **COMMERCIAL PARKING LANDS**.

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns and their respective agents, servants, assignees, contractors, servicemen and employees over the **COMMERCIAL PARKING LANDS**, for the purpose of effecting and facilitating the construction, installation, repair, replacement, maintenance, service and inspection of all parts of the buildings, any utilities and services, installations and appurtenances relating thereto, including any ancillary areas of the buildings situated and to be situated within the **BUILDING A LANDS** and to allow the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations as comprise part of such buildings situated and to be situated within the **COMMERCIAL PARKING LANDS** as reasonably necessary for the operation of the buildings, utilities and services within the **BUILDING A LANDS** provided that same does not cause any material interference with the construction, location and use of the buildings situated and to be situated within the **COMMERCIAL PARKING LANDS** and does not impair in any manner whatsoever the structural integrity of the buildings situated and to be situated within the **COMMERCIAL PARKING LANDS**. This easement is subject to the right of the owners of the **COMMERCIAL PARKING LANDS** to alter and relocate, from time to time, all or a portion of the said buildings, utilities and services as may be constructed within the **COMMERCIAL PARKING LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **COMMERCIAL PARKING LANDS**.

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns and their respective agents, servants, assignees, contractors, servicemen, and employees over the **COMMERCIAL PARKING LANDS**, for the purpose of constructing, installing, maintaining, operating, altering, repairing, periodic testing, replacing and inspecting all manner of electrical, heating, cooling, plumbing and various other utilities and services that are necessary to the operation of the buildings situated and to be situated within the **COMMERCIAL PARKING LANDS**, including, but not limited to, storm and sanitary sewers, water pipes, insulation systems, electrical, telephone, television and cable duct banks, conduits, cables and wires, cable trays, transformers, gas lines, gas meters and regulating stations, ventilation ducts and shafts, air-conditioning equipment, fire sprinklers, fire protection and fire suppression systems, garbage disposal and recycling systems, window washing equipment, siamese connections, sump pumps, waterproofing membranes, sensors utility check meters, parking metres and appurtenant wiring and cables, together with all appurtenances relating thereto as may be reasonably necessary from time to time to provide for such services and utilities to any parts of the buildings situated and to be situated within the **BUILDING A LANDS**, including, but not limited to, the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations within the **COMMERCIAL PARKING LANDS** to facilitate such work provided that same does not cause any material interference with the construction, location and use of the buildings situated and to be situated within the **COMMERCIAL PARKING LANDS** and does not impair in any manner whatsoever the structural integrity of the buildings situated and to be situated within the **COMMERCIAL PARKING LANDS**. This easement is subject to the right of the owners of the **COMMERCIAL PARKING LANDS** to alter and relocate, from time to time, all or a portion of the said utilities and services as may be constructed within the **COMMERCIAL PARKING LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **COMMERCIAL PARKING LANDS**.

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, over the **COMMERCIAL PARKING LANDS**, for the purpose of maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, footings, foundations, side and cross beams, supporting walls and the soil which support the buildings, installations and all appurtenances thereto situated and to be situated within the **BUILDING A LANDS**, as well as the free flow of air through the air exhaust, air intake shafts and stairwells contained therein.

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns and their occupants, agents, servants, assignees, contractors, servicemen, employees, invitees and licensees, over the **COMMERCIAL PARKING LANDS**, for

the purpose of providing emergency pedestrian egress in and through the underground garage exit stairwells of the building situated and to be situated therein.

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, their agents, tenants, occupants, contractors, servicemen, invitees and licensees, in common with all others entitled thereto, over part of the **COMMERCIAL PARKING LANDS** designated as **PARTS 20, 24 and 57** on Reference Plan 43R-37480, for the purpose of pedestrian and where practical, vehicular, ingress and egress over the underground garage drive aisles and underground garage walkways situated and to be situated within the **COMMERCIAL PARKING LANDS**, including for the purpose of transporting goods and materials. This easement is subject to the right of the owners of the **COMMERCIAL PARKING LANDS** to alter and relocate, from time to time, all or a portion of the said underground garage drive aisles and underground garage walkways as may be constructed within the **COMMERCIAL PARKING LANDS.** This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **COMMERCIAL PARKING LANDS**.

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, their agents, tenants, occupants, contractors, servicemen, invitees and licensees, in common with all others entitled thereto, over the **COMMERCIAL PARKING LANDS** for the purpose of pedestrian ingress and egress for access to the underground garage stairwells situated and to be situated within the **COMMERCIAL PARKING LANDS**, including for the purpose of transporting goods and materials. This easement is subject to the right of the owners of the **COMMERCIAL PARKING LANDS** to alter and relocate, from time to time, all or a portion of the said underground garage stairwells as may be constructed within the **COMMERCIAL PARKING LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **COMMERCIAL PARKING LANDS**.

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, their agents, tenants, occupants, contractors, servicemen, invitees and licensees, in common with all others entitled thereto, over part of the **COMMERCIAL PARKING LANDS**, designated as PART 53 on Reference Plan 43R-37480 for the purpose of pedestrian ingress and egress over the underground garage exit stairwell contained therein. This easement is subject to the right of the owners of the **COMMERCIAL PARKING LANDS** to alter and relocate, from time to time, all or a portion of the said underground garage stairwells as may be constructed within the **COMMERCIAL PARKING LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **COMMERCIAL PARKING LANDS**.

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, their agents, contractors and servicemen, in common with all others entitled thereto, over part of the **COMMERCIAL PARKING LANDS**, designated as **PARTS 20 and 57** on Reference Plan 43R-37480, for vehicular, including garbage tractor and personnel, ingress and egress over the underground garage drive aisles and underground garage ramps, situated and to be situated within the **COMMERCIAL PARKING LANDS**, for the purpose of transporting garbage, recycling, oversized refuse and containers to and from the designated at-grade garbage/recycling pick up area contained within PART 16 on Reference Plan 43R-37480. This easement is subject to the right of the owners of the **COMMERCIAL PARKING LANDS** to alter and relocate, from time to time, all or a portion of the said underground garage drive aisles and underground garage ramps as may be constructed within the **COMMERCIAL PARKING LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the **COMMERCIAL PARKING LANDS**.

TOGETHER WITH an easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns and their respective agents, servants, assignees, contractors, servicemen and employees over the **COMMERCIAL PARKING LANDS**, for the purpose of installation, attachment and maintenance of caissons, shoring, underpinnings, piles and tie backs, where practical, within the **COMMERCIAL PARKING LANDS**.

TOGETHER WITH a temporary easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns and their agents, servants, assignees, contractors, sub-contractors, servicemen and employees, together with any equipment, materials and machinery, over the **COMMERCIAL PARKING LANDS**, provided that same does not materially interfere with the construction, location, and use of the buildings situated and to be situated within the

SCHEDULE 'A'
LEGAL DESCRIPTION

BUILDING A

COMMERCIAL PARKING LANDS, for the purpose of pedestrian and where practical, all manner of vehicular (including, without limitation, emergency vehicles, construction vehicles, service vehicles, and equipment, materials, machinery and personnel contained therein), ingress and egress to facilitate the construction of the buildings and structures, situated and to be situated within the **BUILDING A LANDS** which said easement shall be terminated upon the completion of the construction of the buildings and structures situated within the **BUILDING A LANDS**. This easement is subject to reasonable interruption, from time to time, for building occupancy, maintenance, repair and reconstruction of the **COMMERCIAL PARKING LANDS**.

TOGETHER WITH a temporary easement in favour of the owners of the **BUILDING A LANDS**, their successors and assigns, over the **COMMERCIAL PARKING LANDS**, to provide for the passage for overhead crane swing over the **COMMERCIAL PARKING LANDS** in connection with the construction of buildings, situated and to be situated within the **BUILDING A LANDS**, which said easement shall be terminated upon the completion of the construction of the buildings and structures situated within the **BUILDING A LANDS**. This easement is subject to reasonable interruption, from time to time, for building occupancy, maintenance, repair and reconstruction of the **COMMERCIAL PARKING LANDS**.

TOGETHER WITH a temporary easement in favour of the owners of the **BUILDING A LANDS** their successors and assigns and their agents, servants, assignees, contractors, servicemen and employees over the **COMMERCIAL PARKING LANDS**, for the purpose of installation, attachment and maintenance of hoarding fencing, hoarding, overhead hoarding, signage, fencing and rakers, where practical, within the **COMMERCIAL PARKING LANDS**, which said easement shall be terminated upon the completion of the construction of the buildings and structures situated within the **BUILDING A LANDS**. This easement is subject to reasonable interruption, from time to time, for building occupancy, maintenance, repair and reconstruction of the **COMMERCIAL PARKING LANDS**.

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

BRATTYS LLP,
Barristers and Solicitors
and duly authorized representatives of
DANIELS HR CORPORATION

January 18, 2017
Dated

per: _____
Brian B. Finer

SCHEDULE "B"

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

1. THE GUARANTEE COMPANY OF NORTH AMERICA has a registered Charge within the meaning of clause 7(2)(b) of the Condominium Act, 1998 registered as Number PR2693460 in the Land Registry Office for the Land Titles Division of Peel (No. 43).

2. THE GUARANTEE COMPANY OF NORTH AMERICA consents to the registration of this Declaration pursuant to the Act, against the land or interests appurtenant to the land, as the land and interests are described in the description.

3. THE GUARANTEE COMPANY OF NORTH AMERICA postpones the mortgage and interests under it to the declaration and the easements described in Schedule A to the declaration.

4. THE GUARANTEE COMPANY OF NORTH AMERICA is entitled by law to grant this consent and postponement.

Executed this 18th day of November, 2016.

THE GUARANTEE COMPANY OF NORTH AMERICA

Per: _____
Name: Pamela Martin
Title: Director, Developer Surety

Per: _____
Name: Alastair Cartwright
Title: Underwriter, Developer Surety

I/We have authority to bind the Corporation.

SCHEDULE "B"

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

1. THE GUARANTEE COMPANY OF NORTH AMERICA has a registered Charge within the meaning of clause 7(2)(b) of the Condominium Act, 1998 registered as Number PR2955520 in the Land Registry Office for the Land Titles Division of Peel (No. 43).

2. THE GUARANTEE COMPANY OF NORTH AMERICA consents to the registration of this Declaration pursuant to the Act, against the land or interests appurtenant to the land, as the land and interests are described in the description.

3. THE GUARANTEE COMPANY OF NORTH AMERICA postpones the mortgage and interests under it to the declaration and the easements described in Schedule A to the declaration.

4. THE GUARANTEE COMPANY OF NORTH AMERICA is entitled by law to grant this consent and postponement.

Executed this 8th day of November, 2016.

THE GUARANTEE COMPANY OF NORTH AMERICA

Per: _____
Name: Pamela Martin
Title: Director, Developer Surety

Per: _____
Name: Alastair Cartwright
Title: Underwriter, Developer Surety

I/We have authority to bind the Corporation.

SCHEDULE "B"

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

1. BANK OF MONTREAL has a registered Charge within the meaning of clause 7(2)(b) of the Condominium Act, 1998 registered as Number PR2696128 in the Land Registry Office for the Land Titles Division of Peel (No. 43).

2. BANK OF MONTREAL consents to the registration of this Declaration pursuant to the Act, against the land or interests appurtenant to the land, as the land and interests are described in the description.

3. BANK OF MONTREAL postpones the mortgage and interests under it to the declaration and the easements described in Schedule A to the declaration.

4. BANK OF MONTREAL is entitled by law to grant this consent and postponement.

Executed this 21 day of November, 2016.

BANK OF MONTREAL

Per: _____
Name: VICTOR WONG
Title: DIRECTOR

Per: _____
Name: Vincz Lee
Title: Funding Analyst

I/We have authority to bind the Bank.

SCHEDULE 'C'

UNIT BOUNDARIES

Each Residential Unit, Resident Services Director's Unit, Parking Unit, Storage Unit and Bicycle Parking Room Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 7 inclusive of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the Residential Units, Resident Services Director's Unit, Parking Units, Storage Units and Bicycle Parking Room Unit are the physical surfaces and planes referred to below, are illustrated on Part 1, Sheets 1 to 7 inclusive of the Description and all dimensions shall have reference to them.

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

1. **BOUNDARIES OF THE RESIDENTIAL UNITS**
(Being Units 1 to 15 inclusive on Level 1; Units 1 to 11 inclusive and Units 13 to 19 inclusive on Level 3; Units 1 to 9 inclusive on Levels 4 and 5; Units 1 to 12 inclusive on Levels 6, 7, 9 and 10; Units 1 to 11 inclusive on Level 8; Units 1 to 12 inclusive on Levels 11 to 25 inclusive).

and

BOUNDARIES OF THE RESIDENT SERVICES DIRECTOR'S UNIT
(Being Unit 12 on Level 3.)

a) Each Residential Unit and Resident Services Director's Unit shall be bounded vertically by one or a combination of:

i) The upper surface and plane of the concrete floor slab and/or the production thereof.

ii) The back side surface and plane of the drywall sheathing and/or the production thereof.

iii) The lower surface and plane of the concrete ceiling slab and/or the production thereof.

b) Each Residential Unit and Resident Services Director's Unit shall be bounded horizontally by one or a combination of:

i) The back side face of the drywall sheathing and the production thereof on all exterior walls or walls separating a unit from the common elements.

ii) The unfinished unit side surface and plane of the exterior doors and windows (said doors and windows being in a closed position), door and window frames and the unit side surface of any glass or acrylic panels located therein.

In the vicinity of suspended ceilings, bulkheads, ducts, pipe spaces and concrete columns, the unit boundaries are the back side face of the drywall sheathing and the production thereof, enclosing said suspended ceilings, bulkheads, ducts, pipe spaces and masonry structural columns and walls.

2. **BOUNDARIES OF THE PARKING UNITS**
(Being Units 1 to 66 inclusive on Level A, Units 1 to 129 inclusive on Levels B and C.)

a) Each Parking Unit shall be bounded vertically by:

i) The upper surface and plane of the concrete floor slab and/or the production thereof.

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

SCHEDULE 'C'

UNIT BOUNDARIES

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

i) The vertical plane established by measurements.

ii) The surface and plane of the masonry wall or column and/or the production thereof.

iii) The vertical plane established by the line and face of the columns and/or the production thereof.

iv) The vertical plane established by the centreline of columns and/or the production thereof.

v) The vertical plane established by measurements and perpendicular to the masonry wall.

vi) The vertical plane established perpendicular to the masonry wall and passing through the centreline of the column and/or the production thereof.

vii) The vertical plane established by the face of the concrete column and perpendicular to the masonry wall.

3. BOUNDARIES OF THE STORAGE UNITS
(Being Units130 to 285 inclusive on Level B and Units 130 to 288 inclusive on Level C)

a) Each Storage Unit shall be bounded vertically by:

i) The upper surface and plane of the concrete floor slab and/or the production thereof.

ii) The interior surface and plane of the steel wire mesh and frame.

b) Each Storage Unit shall be bounded horizontally by one or a combination of:

i) The surface and plane of the masonry wall or column and/or the production thereof.

ii) The back side face of the drywall sheathing and the production thereof

iii) The interior surface and plane of the steel wire mesh and frame.

iv) The unfinished unit side surface and plane of the exterior doors and windows (said doors and windows being in a closed position), door and window frames and the unit side surface of any glass or acrylic panels located therein.

4. BOUNDARIES OF THE BICYCLE PARKING ROOM UNIT
(Being Unit 67 on Level A)

a) The Bicycle Parking Room Unit shall be bounded vertically by:

i) The plane established by elevations.

ii) The upper surface and plane of the concrete floor slab and/or the production thereof.

b) The Bicycle Parking Room Unit shall be bounded horizontally by:

i) The vertical plane established by measurements.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 to 7 inclusive of the Description.

JANUARY 17, 2017
Dated

MAJA KRCMAR
Ontario Land Surveyor

SCHEDULE 'C'

UNIT BOUNDARIES

Reference should be made to the provisions of the Declaration itself, in order to determine the maintenance and repair responsibilities for any Unit (Section 30– Maintenance and Repairs to 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 (Section 5 – Boundaries of Units and Monuments).

SCHEDULE 'D'

Contribution to the Common Expenses and Interest in the Common Elements as Expressed In Percentages

Unit	Level	Percentage Contribution to Common Expenses	Percentage Interest in Common Elements
1	1	0.495224	0.495224
2	1	0.495224	0.495224
3	1	0.495224	0.495224
4	1	0.495224	0.495224
5	1	0.495224	0.495224
6	1	0.495224	0.495224
7	1	0.495224	0.495224
8	1	0.495224	0.495224
9	1	0.495224	0.495224
10	1	0.495224	0.495224
11	1	0.495224	0.495224
12	1	0.495224	0.495224
13	1	0.495224	0.495224
14	1	0.495224	0.495224
15	1	0.495224	0.495224
1	3	0.240141	0.240141
2	3	0.280905	0.280905
3	3	0.295031	0.295031
4	3	0.251039	0.251039
5	3	0.248214	0.248214
6	3	0.251846	0.251846
7	3	0.348306	0.348306
8	3	0.177988	0.177988
9	3	0.173548	0.173548
10	3	0.173548	0.173548
11	3	0.174758	0.174758
12	3	0.362835	0.362835
13	3	0.272429	0.272429
14	3	0.255074	0.255074
15	3	0.256688	0.256688
16	3	0.220768	0.220768
17	3	0.376153	0.376153
18	3	0.313596	0.313596
19	3	0.240544	0.240544
1	4	0.240141	0.240141
2	4	0.289380	0.289380
3	4	0.273639	0.273639
4	4	0.250634	0.250634
5	4	0.251038	0.251038
6	4	0.217539	0.217539
7	4	0.375750	0.375750
8	4	0.313999	0.313999
9	4	0.240544	0.240544
1	5	0.240141	0.240141
2	5	0.287765	0.287765
3	5	0.273639	0.273639
4	5	0.250231	0.250231
5	5	0.251038	0.251038
6	5	0.217539	0.217539
7	5	0.375750	0.375750
8	5	0.314403	0.314403
9	5	0.240141	0.240141
1	6	0.240141	0.240141
2	6	0.276868	0.276868
3	6	0.269603	0.269603
4	6	0.336601	0.336601
5	6	0.347094	0.347094
6	6	0.267989	0.267989

SCHEDULE 'D'

Contribution to the Common Expenses and Interest in the Common Elements as Expressed In Percentages

Unit	Level	Percentage Contribution to Common Expenses	Percentage Interest In Common Elements
7	6	0.250231	0.250231
8	6	0.251038	0.251038
9	6	0.217539	0.217539
10	6	0.375750	0.375750
11	6	0.313999	0.313999
12	6	0.240948	0.240948
1	7	0.240141	0.240141
2	7	0.276868	0.276868
3	7	0.269603	0.269603
4	7	0.337004	0.337004
5	7	0.347094	0.347094
6	7	0.267585	0.267585
7	7	0.250634	0.250634
8	7	0.251038	0.251038
9	7	0.217539	0.217539
10	7	0.375750	0.375750
11	7	0.314403	0.314403
12	7	0.240544	0.240544
1	8	0.240141	0.240141
2	8	0.276868	0.276868
3	8	0.269603	0.269603
4	8	0.337004	0.337004
5	8	0.347094	0.347094
6	8	0.267585	0.267585
7	8	0.501672	0.501672
8	8	0.217539	0.217539
9	8	0.375750	0.375750
10	8	0.314403	0.314403
11	8	0.240544	0.240544
1	9	0.240141	0.240141
2	9	0.276868	0.276868
3	9	0.269603	0.269603
4	9	0.337004	0.337004
5	9	0.347094	0.347094
6	9	0.267585	0.267585
7	9	0.250634	0.250634
8	9	0.251038	0.251038
9	9	0.217539	0.217539
10	9	0.375750	0.375750
11	9	0.314403	0.314403
12	9	0.240544	0.240544
1	10	0.240141	0.240141
2	10	0.276868	0.276868
3	10	0.269603	0.269603
4	10	0.337004	0.337004
5	10	0.347094	0.347094
6	10	0.267585	0.267585
7	10	0.250634	0.250634
8	10	0.251038	0.251038
9	10	0.217539	0.217539
10	10	0.375750	0.375750
11	10	0.314403	0.314403
12	10	0.240544	0.240544
1	11	0.240141	0.240141
2	11	0.276868	0.276868
3	11	0.269603	0.269603
4	11	0.337004	0.337004

SCHEDULE 'D'

Contribution to the Common Expenses and Interest in the Common Elements as Expressed In Percentages

Unit	Level	Percentage Contribution to Common Expenses	Percentage Interest in Common Elements
5	11	0.347094	0.347094
6	11	0.267585	0.267585
7	11	0.250231	0.250231
8	11	0.251038	0.251038
9	11	0.217539	0.217539
10	11	0.375750	0.375750
11	11	0.314403	0.314403
12	11	0.240544	0.240544
1	12	0.240141	0.240141
2	12	0.276868	0.276868
3	12	0.269603	0.269603
4	12	0.337004	0.337004
5	12	0.347094	0.347094
6	12	0.267585	0.267585
7	12	0.250231	0.250231
8	12	0.251038	0.251038
9	12	0.217539	0.217539
10	12	0.375750	0.375750
11	12	0.314403	0.314403
12	12	0.240544	0.240544
1	13	0.240141	0.240141
2	13	0.276868	0.276868
3	13	0.269603	0.269603
4	13	0.337004	0.337004
5	13	0.347094	0.347094
6	13	0.267585	0.267585
7	13	0.250231	0.250231
8	13	0.251038	0.251038
9	13	0.217539	0.217539
10	13	0.375750	0.375750
11	13	0.314403	0.314403
12	13	0.240544	0.240544
1	14	0.240141	0.240141
2	14	0.276868	0.276868
3	14	0.269603	0.269603
4	14	0.337004	0.337004
5	14	0.347094	0.347094
6	14	0.267585	0.267585
7	14	0.250231	0.250231
8	14	0.251038	0.251038
9	14	0.217539	0.217539
10	14	0.375750	0.375750
11	14	0.314403	0.314403
12	14	0.240544	0.240544
1	15	0.240141	0.240141
2	15	0.276868	0.276868
3	15	0.269603	0.269603
4	15	0.337004	0.337004
5	15	0.347094	0.347094
6	15	0.267585	0.267585
7	15	0.250231	0.250231
8	15	0.251038	0.251038
9	15	0.217539	0.217539
10	15	0.375750	0.375750
11	15	0.314403	0.314403
12	15	0.240544	0.240544
1	16	0.240141	0.240141

SCHEDULE 'D'

Contribution to the Common Expenses and Interest in the Common Elements as Expressed In Percentages

Unit	Level	Percentage Contribution to Common Expenses	Percentage Interest in Common Elements
2	16	0.276868	0.276868
3	16	0.269603	0.269603
4	16	0.337004	0.337004
5	16	0.347094	0.347094
6	16	0.267585	0.267585
7	16	0.250231	0.250231
8	16	0.251038	0.251038
9	16	0.217539	0.217539
10	16	0.375750	0.375750
11	16	0.314403	0.314403
12	16	0.240544	0.240544
1	17	0.239737	0.239737
2	17	0.276465	0.276465
3	17	0.269603	0.269603
4	17	0.337004	0.337004
5	17	0.347094	0.347094
6	17	0.267585	0.267585
7	17	0.250634	0.250634
8	17	0.251038	0.251038
9	17	0.217943	0.217943
10	17	0.375750	0.375750
11	17	0.314403	0.314403
12	17	0.240544	0.240544
1	18	0.239737	0.239737
2	18	0.276465	0.276465
3	18	0.269603	0.269603
4	18	0.337004	0.337004
5	18	0.347094	0.347094
6	18	0.267585	0.267585
7	18	0.250634	0.250634
8	18	0.251038	0.251038
9	18	0.217943	0.217943
10	18	0.375750	0.375750
11	18	0.314403	0.314403
12	18	0.240544	0.240544
1	19	0.240141	0.240141
2	19	0.276465	0.276465
3	19	0.269603	0.269603
4	19	0.336601	0.336601
5	19	0.347094	0.347094
6	19	0.262339	0.262339
7	19	0.250231	0.250231
8	19	0.251442	0.251442
9	19	0.217539	0.217539
10	19	0.375750	0.375750
11	19	0.314403	0.314403
12	19	0.240544	0.240544
1	20	0.240141	0.240141
2	20	0.276465	0.276465
3	20	0.269603	0.269603
4	20	0.336601	0.336601
5	20	0.347094	0.347094
6	20	0.262339	0.262339
7	20	0.250231	0.250231
8	20	0.251442	0.251442
9	20	0.217539	0.217539
10	20	0.375750	0.375750
11	20	0.314403	0.314403

SCHEDULE 'D'

Contribution to the Common Expenses and Interest in the Common Elements as Expressed In Percentages

Unit	Level	Percentage Contribution to Common Expenses	Percentage Interest in Common Elements
12	20	0.240544	0.240544
1	21	0.240141	0.240141
2	21	0.276465	0.276465
3	21	0.269603	0.269603
4	21	0.336601	0.336601
5	21	0.347094	0.347094
6	21	0.262339	0.262339
7	21	0.250231	0.250231
8	21	0.251442	0.251442
9	21	0.217539	0.217539
10	21	0.375750	0.375750
11	21	0.314403	0.314403
12	21	0.240544	0.240544
1	22	0.240141	0.240141
2	22	0.276465	0.276465
3	22	0.269603	0.269603
4	22	0.336601	0.336601
5	22	0.347094	0.347094
6	22	0.262339	0.262339
7	22	0.250231	0.250231
8	22	0.251442	0.251442
9	22	0.217539	0.217539
10	22	0.375750	0.375750
11	22	0.314403	0.314403
12	22	0.240544	0.240544
1	23	0.240141	0.240141
2	23	0.276465	0.276465
3	23	0.269603	0.269603
4	23	0.336601	0.336601
5	23	0.347094	0.347094
6	23	0.262339	0.262339
7	23	0.250231	0.250231
8	23	0.251442	0.251442
9	23	0.217539	0.217539
10	23	0.375750	0.375750
11	23	0.314403	0.314403
12	23	0.240544	0.240544
1	24	0.240141	0.240141
2	24	0.276465	0.276465
3	24	0.269603	0.269603
4	24	0.336601	0.336601
5	24	0.347094	0.347094
6	24	0.262339	0.262339
7	24	0.250231	0.250231
8	24	0.251442	0.251442
9	24	0.217539	0.217539
10	24	0.375750	0.375750
11	24	0.314403	0.314403
12	24	0.240544	0.240544
1	25	0.240141	0.240141
2	25	0.276465	0.276465
3	25	0.269603	0.269603
4	25	0.336601	0.336601
5	25	0.347094	0.347094
6	25	0.262339	0.262339
7	25	0.250231	0.250231
8	25	0.251442	0.251442

SCHEDULE 'D'

Contribution to the Common Expenses and Interest in the Common Elements as Expressed In Percentages

Unit	Level	Percentage Contribution to Common Expenses	Percentage Interest in Common Elements
9	25	0.217539	0.217539
10	25	0.375750	0.375750
11	25	0.314403	0.314403
12	25	0.240544	0.240544
1	A	0.036855	0.036855
2	A	0.036855	0.036855
3	A	0.036855	0.036855
4	A	0.036855	0.036855
5	A	0.036855	0.036855
6	A	0.036855	0.036855
7	A	0.036855	0.036855
8	A	0.036855	0.036855
9	A	0.036855	0.036855
10	A	0.036855	0.036855
11	A	0.036855	0.036855
12	A	0.036855	0.036855
13	A	0.036855	0.036855
14	A	0.036855	0.036855
15	A	0.036855	0.036855
16	A	0.036855	0.036855
17	A	0.036855	0.036855
18	A	0.036855	0.036855
19	A	0.036855	0.036855
20	A	0.036855	0.036855
21	A	0.036855	0.036855
22	A	0.036855	0.036855
23	A	0.036855	0.036855
24	A	0.036855	0.036855
25	A	0.036855	0.036855
26	A	0.036855	0.036855
27	A	0.036855	0.036855
28	A	0.036855	0.036855
29	A	0.036855	0.036855
30	A	0.036855	0.036855
31	A	0.036855	0.036855
32	A	0.036855	0.036855
33	A	0.036855	0.036855
34	A	0.036855	0.036855
35	A	0.036855	0.036855
36	A	0.036855	0.036855
37	A	0.036855	0.036855
38	A	0.036855	0.036855
39	A	0.036855	0.036855
40	A	0.036855	0.036855
41	A	0.036855	0.036855
42	A	0.036855	0.036855
43	A	0.036855	0.036855
44	A	0.036855	0.036855
45	A	0.036855	0.036855
46	A	0.036855	0.036855
47	A	0.036855	0.036855
48	A	0.036855	0.036855
49	A	0.036855	0.036855
50	A	0.036855	0.036855
51	A	0.036855	0.036855
52	A	0.036855	0.036855
53	A	0.036855	0.036855
54	A	0.036855	0.036855
55	A	0.036855	0.036855
56	A	0.036855	0.036855
57	A	0.036855	0.036855

SCHEDULE 'D'

Contribution to the Common Expenses and Interest in the Common Elements as Expressed In Percentages

Unit	Level	Percentage Contribution to Common Expenses	Percentage Interest in Common Elements
58	A	0.036855	0.036855
59	A	0.036855	0.036855
60	A	0.036855	0.036855
61	A	0.036855	0.036855
62	A	0.036855	0.036855
63	A	0.036855	0.036855
64	A	0.036855	0.036855
65	A	0.036855	0.036855
66	A	0.036855	0.036855
67	A	0.000001	0.000001
1	B	0.036855	0.036855
2	B	0.036855	0.036855
3	B	0.036855	0.036855
4	B	0.036855	0.036855
5	B	0.036855	0.036855
6	B	0.036855	0.036855
7	B	0.036855	0.036855
8	B	0.036855	0.036855
9	B	0.036855	0.036855
10	B	0.036855	0.036855
11	B	0.036855	0.036855
12	B	0.036855	0.036855
13	B	0.036855	0.036855
14	B	0.036855	0.036855
15	B	0.036855	0.036855
16	B	0.036855	0.036855
17	B	0.036855	0.036855
18	B	0.036855	0.036855
19	B	0.036855	0.036855
20	B	0.036855	0.036855
21	B	0.036855	0.036855
22	B	0.036855	0.036855
23	B	0.036855	0.036855
24	B	0.036855	0.036855
25	B	0.036855	0.036855
26	B	0.036855	0.036855
27	B	0.036855	0.036855
28	B	0.036855	0.036855
29	B	0.036855	0.036855
30	B	0.036855	0.036855
31	B	0.036855	0.036855
32	B	0.036855	0.036855
33	B	0.036855	0.036855
34	B	0.036855	0.036855
35	B	0.036855	0.036855
36	B	0.036855	0.036855
37	B	0.036855	0.036855
38	B	0.036855	0.036855
39	B	0.036855	0.036855
40	B	0.036855	0.036855
41	B	0.036855	0.036855
42	B	0.036855	0.036855
43	B	0.036855	0.036855
44	B	0.036855	0.036855
45	B	0.036855	0.036855
46	B	0.036855	0.036855
47	B	0.036855	0.036855
48	B	0.036855	0.036855
49	B	0.036855	0.036855
50	B	0.036855	0.036855
51	B	0.036855	0.036855

SCHEDULE 'D'

Contribution to the Common Expenses and Interest in the Common Elements as Expressed In Percentages

Unit	Level	Percentage Contribution to Common Expenses	Percentage Interest in Common Elements
52	B	0.036855	0.036855
53	B	0.036855	0.036855
54	B	0.036855	0.036855
55	B	0.036855	0.036855
56	B	0.036855	0.036855
57	B	0.036855	0.036855
58	B	0.036855	0.036855
59	B	0.036855	0.036855
60	B	0.036855	0.036855
61	B	0.036855	0.036855
62	B	0.036855	0.036855
63	B	0.036855	0.036855
64	B	0.036855	0.036855
65	B	0.036855	0.036855
66	B	0.036855	0.036855
67	B	0.036855	0.036855
68	B	0.036855	0.036855
69	B	0.036855	0.036855
70	B	0.036855	0.036855
71	B	0.036855	0.036855
72	B	0.036855	0.036855
73	B	0.036855	0.036855
74	B	0.036855	0.036855
75	B	0.036855	0.036855
76	B	0.036855	0.036855
77	B	0.036855	0.036855
78	B	0.036855	0.036855
79	B	0.036855	0.036855
80	B	0.036855	0.036855
81	B	0.036855	0.036855
82	B	0.036855	0.036855
83	B	0.036855	0.036855
84	B	0.036855	0.036855
85	B	0.036855	0.036855
86	B	0.036855	0.036855
87	B	0.036855	0.036855
88	B	0.036855	0.036855
89	B	0.036855	0.036855
90	B	0.036855	0.036855
91	B	0.036855	0.036855
92	B	0.036855	0.036855
93	B	0.036855	0.036855
94	B	0.036855	0.036855
95	B	0.036855	0.036855
96	B	0.036855	0.036855
97	B	0.036855	0.036855
98	B	0.036855	0.036855
99	B	0.036855	0.036855
100	B	0.036855	0.036855
101	B	0.036855	0.036855
102	B	0.036855	0.036855
103	B	0.036855	0.036855
104	B	0.036855	0.036855
105	B	0.036855	0.036855
106	B	0.036855	0.036855
107	B	0.036855	0.036855
108	B	0.036855	0.036855
109	B	0.036855	0.036855
110	B	0.036855	0.036855
111	B	0.036855	0.036855
112	B	0.036855	0.036855
113	B	0.036855	0.036855

SCHEDULE 'D'

Contribution to the Common Expenses and Interest in the Common Elements as Expressed In Percentages

Unit	Level	Percentage Contribution to Common Expenses	Percentage Interest in Common Elements
114	B	0.036855	0.036855
115	B	0.036855	0.036855
116	B	0.036855	0.036855
117	B	0.036855	0.036855
118	B	0.036855	0.036855
119	B	0.036855	0.036855
120	B	0.036855	0.036855
121	B	0.036855	0.036855
122	B	0.036855	0.036855
123	B	0.036855	0.036855
124	B	0.036855	0.036855
125	B	0.036855	0.036855
126	B	0.036855	0.036855
127	B	0.036855	0.036855
128	B	0.036855	0.036855
129	B	0.036855	0.036855
130	B	0.009828	0.009828
131	B	0.009828	0.009828
132	B	0.009828	0.009828
133	B	0.009828	0.009828
134	B	0.009828	0.009828
135	B	0.009828	0.009828
136	B	0.009828	0.009828
137	B	0.009828	0.009828
138	B	0.009828	0.009828
139	B	0.009828	0.009828
140	B	0.009828	0.009828
141	B	0.009828	0.009828
142	B	0.009828	0.009828
143	B	0.009828	0.009828
144	B	0.009828	0.009828
145	B	0.009828	0.009828
146	B	0.009828	0.009828
147	B	0.009828	0.009828
148	B	0.009828	0.009828
149	B	0.009828	0.009828
150	B	0.009828	0.009828
151	B	0.009828	0.009828
152	B	0.009828	0.009828
153	B	0.009828	0.009828
154	B	0.009828	0.009828
155	B	0.009828	0.009828
156	B	0.009828	0.009828
157	B	0.009828	0.009828
158	B	0.009828	0.009828
159	B	0.009828	0.009828
160	B	0.009828	0.009828
161	B	0.009828	0.009828
162	B	0.009828	0.009828
163	B	0.009828	0.009828
164	B	0.009828	0.009828
165	B	0.009828	0.009828
166	B	0.009828	0.009828
167	B	0.009828	0.009828
168	B	0.009828	0.009828
169	B	0.009828	0.009828
170	B	0.009828	0.009828
171	B	0.009828	0.009828
172	B	0.009828	0.009828
173	B	0.009828	0.009828
174	B	0.009828	0.009828
175	B	0.009828	0.009828

SCHEDULE 'D'

Contribution to the Common Expenses and Interest in the Common Elements as Expressed In Percentages

Unit	Level	Percentage Contribution to Common Expenses	Percentage Interest in Common Elements
176	B	0.009828	0.009828
177	B	0.009828	0.009828
178	B	0.009828	0.009828
179	B	0.009828	0.009828
180	B	0.009828	0.009828
181	B	0.009828	0.009828
182	B	0.009828	0.009828
183	B	0.009828	0.009828
184	B	0.009828	0.009828
185	B	0.009828	0.009828
186	B	0.009828	0.009828
187	B	0.009828	0.009828
188	B	0.009828	0.009828
189	B	0.009828	0.009828
190	B	0.009828	0.009828
191	B	0.009828	0.009828
192	B	0.009828	0.009828
193	B	0.009828	0.009828
194	B	0.009828	0.009828
195	B	0.009828	0.009828
196	B	0.009828	0.009828
197	B	0.009828	0.009828
198	B	0.009828	0.009828
199	B	0.009828	0.009828
200	B	0.009828	0.009828
201	B	0.009828	0.009828
202	B	0.009828	0.009828
203	B	0.009828	0.009828
204	B	0.009828	0.009828
205	B	0.009828	0.009828
206	B	0.009828	0.009828
207	B	0.009828	0.009828
208	B	0.009828	0.009828
209	B	0.009828	0.009828
210	B	0.009828	0.009828
211	B	0.009828	0.009828
212	B	0.009828	0.009828
213	B	0.009828	0.009828
214	B	0.009828	0.009828
215	B	0.009828	0.009828
216	B	0.009828	0.009828
217	B	0.009828	0.009828
218	B	0.009828	0.009828
219	B	0.009828	0.009828
220	B	0.009828	0.009828
221	B	0.009828	0.009828
222	B	0.009828	0.009828
223	B	0.009828	0.009828
224	B	0.009828	0.009828
225	B	0.009828	0.009828
226	B	0.009828	0.009828
227	B	0.009828	0.009828
228	B	0.009828	0.009828
229	B	0.009828	0.009828
230	B	0.009828	0.009828
231	B	0.009828	0.009828
232	B	0.009828	0.009828
233	B	0.009828	0.009828
234	B	0.009828	0.009828
235	B	0.009828	0.009828
236	B	0.009828	0.009828
237	B	0.009828	0.009828

SCHEDULE 'D'

Contribution to the Common Expenses and Interest in the Common Elements as Expressed In Percentages

Unit	Level	Percentage Contribution to Common Expenses	Percentage Interest in Common Elements
238	B	0.009828	0.009828
239	B	0.009828	0.009828
240	B	0.009828	0.009828
241	B	0.009828	0.009828
242	B	0.009828	0.009828
243	B	0.009828	0.009828
244	B	0.009828	0.009828
245	B	0.009828	0.009828
246	B	0.009828	0.009828
247	B	0.009828	0.009828
248	B	0.009828	0.009828
249	B	0.009828	0.009828
250	B	0.009828	0.009828
251	B	0.009828	0.009828
252	B	0.009828	0.009828
253	B	0.009828	0.009828
254	B	0.009828	0.009828
255	B	0.009828	0.009828
256	B	0.009828	0.009828
257	B	0.009828	0.009828
258	B	0.009828	0.009828
259	B	0.009828	0.009828
260	B	0.009828	0.009828
261	B	0.009828	0.009828
262	B	0.009828	0.009828
263	B	0.009828	0.009828
264	B	0.009828	0.009828
265	B	0.009828	0.009828
266	B	0.009828	0.009828
267	B	0.009828	0.009828
268	B	0.009828	0.009828
269	B	0.009828	0.009828
270	B	0.009828	0.009828
271	B	0.009828	0.009828
272	B	0.009828	0.009828
273	B	0.009828	0.009828
274	B	0.009828	0.009828
275	B	0.009828	0.009828
276	B	0.009828	0.009828
277	B	0.009828	0.009828
278	B	0.009828	0.009828
279	B	0.009828	0.009828
280	B	0.009828	0.009828
281	B	0.009828	0.009828
282	B	0.009828	0.009828
283	B	0.009828	0.009828
284	B	0.009828	0.009828
285	B	0.009828	0.009828
1	C	0.036855	0.036855
2	C	0.036855	0.036855
3	C	0.036855	0.036855
4	C	0.036855	0.036855
5	C	0.036855	0.036855
6	C	0.036855	0.036855
7	C	0.036855	0.036855
8	C	0.036855	0.036855
9	C	0.036855	0.036855
10	C	0.036855	0.036855
11	C	0.036855	0.036855
12	C	0.036855	0.036855
13	C	0.036855	0.036855

SCHEDULE 'D'

Contribution to the Common Expenses and Interest in the Common Elements as Expressed In Percentages

Unit	Level	Percentage Contribution to Common Expenses	Percentage Interest in Common Elements
14	C	0.036855	0.036855
15	C	0.036855	0.036855
16	C	0.036855	0.036855
17	C	0.036855	0.036855
18	C	0.036855	0.036855
19	C	0.036855	0.036855
20	C	0.036855	0.036855
21	C	0.036855	0.036855
22	C	0.036855	0.036855
23	C	0.036855	0.036855
24	C	0.036855	0.036855
25	C	0.036855	0.036855
26	C	0.036855	0.036855
27	C	0.036855	0.036855
28	C	0.036855	0.036855
29	C	0.036855	0.036855
30	C	0.036855	0.036855
31	C	0.036855	0.036855
32	C	0.036855	0.036855
33	C	0.036855	0.036855
34	C	0.036855	0.036855
35	C	0.036855	0.036855
36	C	0.036855	0.036855
37	C	0.036855	0.036855
38	C	0.036855	0.036855
39	C	0.036855	0.036855
40	C	0.036855	0.036855
41	C	0.036855	0.036855
42	C	0.036855	0.036855
43	C	0.036855	0.036855
44	C	0.036855	0.036855
45	C	0.036855	0.036855
46	C	0.036855	0.036855
47	C	0.036855	0.036855
48	C	0.036855	0.036855
49	C	0.036855	0.036855
50	C	0.036855	0.036855
51	C	0.036855	0.036855
52	C	0.036855	0.036855
53	C	0.036855	0.036855
54	C	0.036855	0.036855
55	C	0.036855	0.036855
56	C	0.036855	0.036855
57	C	0.036855	0.036855
58	C	0.036855	0.036855
59	C	0.036855	0.036855
60	C	0.036855	0.036855
61	C	0.036855	0.036855
62	C	0.036855	0.036855
63	C	0.036855	0.036855
64	C	0.036855	0.036855
65	C	0.036855	0.036855
66	C	0.036855	0.036855
67	C	0.036855	0.036855
68	C	0.036855	0.036855
69	C	0.036855	0.036855
70	C	0.036855	0.036855
71	C	0.036855	0.036855
72	C	0.036855	0.036855
73	C	0.036855	0.036855
74	C	0.036855	0.036855
75	C	0.036855	0.036855

SCHEDULE 'D'

Contribution to the Common Expenses and Interest in the Common Elements as Expressed In Percentages

Unit	Level	Percentage Contribution to Common Expenses	Percentage Interest in Common Elements
76	C	0.036855	0.036855
77	C	0.036855	0.036855
78	C	0.036855	0.036855
79	C	0.036855	0.036855
80	C	0.036855	0.036855
81	C	0.036855	0.036855
82	C	0.036855	0.036855
83	C	0.036855	0.036855
84	C	0.036855	0.036855
85	C	0.036855	0.036855
86	C	0.036855	0.036855
87	C	0.036855	0.036855
88	C	0.036855	0.036855
89	C	0.036855	0.036855
90	C	0.036855	0.036855
91	C	0.036855	0.036855
92	C	0.036855	0.036855
93	C	0.036855	0.036855
94	C	0.036855	0.036855
95	C	0.036855	0.036855
96	C	0.036855	0.036855
97	C	0.036855	0.036855
98	C	0.036855	0.036855
99	C	0.036855	0.036855
100	C	0.036855	0.036855
101	C	0.036855	0.036855
102	C	0.036855	0.036855
103	C	0.036855	0.036855
104	C	0.036855	0.036855
105	C	0.036855	0.036855
106	C	0.036855	0.036855
107	C	0.036855	0.036855
108	C	0.036855	0.036855
109	C	0.036855	0.036855
110	C	0.036855	0.036855
111	C	0.036855	0.036855
112	C	0.036855	0.036855
113	C	0.036855	0.036855
114	C	0.036855	0.036855
115	C	0.036855	0.036855
116	C	0.036855	0.036855
117	C	0.036855	0.036855
118	C	0.036855	0.036855
119	C	0.036855	0.036855
120	C	0.036855	0.036855
121	C	0.036855	0.036855
122	C	0.036855	0.036855
123	C	0.036855	0.036855
124	C	0.036855	0.036855
125	C	0.036855	0.036855
126	C	0.036855	0.036855
127	C	0.036855	0.036855
128	C	0.036855	0.036855
129	C	0.036855	0.036855
130	C	0.009828	0.009828
131	C	0.009828	0.009828
132	C	0.009828	0.009828
133	C	0.009828	0.009828
134	C	0.009828	0.009828
135	C	0.009828	0.009828
136	C	0.009828	0.009828
137	C	0.009828	0.009828

SCHEDULE 'D'

Contribution to the Common Expenses and Interest in the Common Elements as Expressed In Percentages

Unit	Level	Percentage Contribution to Common Expenses	Percentage Interest in Common Elements
138	C	0.009828	0.009828
139	C	0.009828	0.009828
140	C	0.009828	0.009828
141	C	0.009828	0.009828
142	C	0.009828	0.009828
143	C	0.009828	0.009828
144	C	0.009828	0.009828
145	C	0.009828	0.009828
146	C	0.009828	0.009828
147	C	0.009828	0.009828
148	C	0.009828	0.009828
149	C	0.009828	0.009828
150	C	0.009828	0.009828
151	C	0.009828	0.009828
152	C	0.009828	0.009828
153	C	0.009828	0.009828
154	C	0.009828	0.009828
155	C	0.009828	0.009828
156	C	0.009828	0.009828
157	C	0.009828	0.009828
158	C	0.009828	0.009828
159	C	0.009828	0.009828
160	C	0.009828	0.009828
161	C	0.009828	0.009828
162	C	0.009828	0.009828
163	C	0.009828	0.009828
164	C	0.009828	0.009828
165	C	0.009828	0.009828
166	C	0.009828	0.009828
167	C	0.009828	0.009828
168	C	0.009828	0.009828
169	C	0.009828	0.009828
170	C	0.009828	0.009828
171	C	0.009828	0.009828
172	C	0.009828	0.009828
173	C	0.009828	0.009828
174	C	0.009828	0.009828
175	C	0.009828	0.009828
176	C	0.009828	0.009828
177	C	0.009828	0.009828
178	C	0.009828	0.009828
179	C	0.009828	0.009828
180	C	0.009828	0.009828
181	C	0.009828	0.009828
182	C	0.009828	0.009828
183	C	0.009828	0.009828
184	C	0.009828	0.009828
185	C	0.009828	0.009828
186	C	0.009828	0.009828
187	C	0.009828	0.009828
188	C	0.009828	0.009828
189	C	0.009828	0.009828
190	C	0.009828	0.009828
191	C	0.009828	0.009828
192	C	0.009828	0.009828
193	C	0.009828	0.009828
194	C	0.009828	0.009828
195	C	0.009828	0.009828
196	C	0.009828	0.009828
197	C	0.009828	0.009828
198	C	0.009828	0.009828
199	C	0.009828	0.009828

SCHEDULE 'D'

Contribution to the Common Expenses and Interest in the Common Elements as Expressed In Percentages

Unit	Level	Percentage Contribution to Common Expenses	Percentage Interest in Common Elements
200	C	0.009828	0.009828
201	C	0.009828	0.009828
202	C	0.009828	0.009828
203	C	0.009828	0.009828
204	C	0.009828	0.009828
205	C	0.009828	0.009828
206	C	0.009828	0.009828
207	C	0.009828	0.009828
208	C	0.009828	0.009828
209	C	0.009828	0.009828
210	C	0.009828	0.009828
211	C	0.009828	0.009828
212	C	0.009828	0.009828
213	C	0.009828	0.009828
214	C	0.009828	0.009828
215	C	0.009828	0.009828
216	C	0.009828	0.009828
217	C	0.009828	0.009828
218	C	0.009828	0.009828
219	C	0.009828	0.009828
220	C	0.009828	0.009828
221	C	0.009828	0.009828
222	C	0.009828	0.009828
223	C	0.009828	0.009828
224	C	0.009828	0.009828
225	C	0.009828	0.009828
226	C	0.009828	0.009828
227	C	0.009828	0.009828
228	C	0.009828	0.009828
229	C	0.009828	0.009828
230	C	0.009828	0.009828
231	C	0.009828	0.009828
232	C	0.009828	0.009828
233	C	0.009828	0.009828
234	C	0.009828	0.009828
235	C	0.009828	0.009828
236	C	0.009828	0.009828
237	C	0.009828	0.009828
238	C	0.009828	0.009828
239	C	0.009828	0.009828
240	C	0.009828	0.009828
241	C	0.009828	0.009828
242	C	0.009828	0.009828
243	C	0.009828	0.009828
244	C	0.009828	0.009828
245	C	0.009828	0.009828
246	C	0.009828	0.009828
247	C	0.009828	0.009828
248	C	0.009828	0.009828
249	C	0.009828	0.009828
250	C	0.009828	0.009828
251	C	0.009828	0.009828
252	C	0.009828	0.009828
253	C	0.009828	0.009828
254	C	0.009828	0.009828
255	C	0.009828	0.009828
256	C	0.009828	0.009828
257	C	0.009828	0.009828
258	C	0.009828	0.009828
259	C	0.009828	0.009828
260	C	0.009828	0.009828
261	C	0.009828	0.009828

SCHEDULE 'D'

Contribution to the Common Expenses and Interest in the Common Elements as Expressed In Percentages

Unit	Level	Percentage Contribution to Common Expenses	Percentage Interest in Common Elements
262	C	0.009828	0.009828
263	C	0.009828	0.009828
264	C	0.009828	0.009828
265	C	0.009828	0.009828
266	C	0.009828	0.009828
267	C	0.009828	0.009828
268	C	0.009828	0.009828
269	C	0.009828	0.009828
270	C	0.009828	0.009828
271	C	0.009828	0.009828
272	C	0.009828	0.009828
273	C	0.009828	0.009828
274	C	0.009828	0.009828
275	C	0.009828	0.009828
276	C	0.009828	0.009828
277	C	0.009828	0.009828
278	C	0.009828	0.009828
279	C	0.009828	0.009828
280	C	0.009828	0.009828
281	C	0.009828	0.009828
282	C	0.009828	0.009828
283	C	0.009828	0.009828
284	C	0.009828	0.009828
285	C	0.009828	0.009828
286	C	0.009828	0.009828
287	C	0.009828	0.009828
288	C	0.009828	0.009828
TOTAL		**100.000000**	**100.000000**

SCHEDULE "E"

COMMON EXPENSES

Common Expenses shall include the following:

(a) All expenses of the Corporation incurred by it in the performance of its objects and duties whether such objects and duties are imposed under the provisions of the Act, the Governing Documents, the Shared Facilities Agreement, and any other agreement or instrument imposing obligations on the Corporation.

(b) All sums of money payable by the Corporation for the obtaining and maintenance of any insurance coverage required or permitted by the Act or the Declaration.

(c) All sums of money payable for utilities and services serving the Units (if same are not separately metered) or Common Elements including, without limiting the generality of the foregoing, monies payable on account of:

(i) electricity (Residential Units are separately metered);
(ii) hydronic fluid;
(iii) natural gas;
(iv) water;
(v) waste disposal;
(vi) maintenance materials, tools and supplies; and
(vii) off-site snow removal

save and provided that:

the cost of the Corporation's proportionate or allocated share of the operation, maintenance, repair, replacement and inspection of the Shared Facilities is set forth and described in the Shared Facilities Agreement, and the Corporation shall be responsible for paying its Proportionate Share with respect to the Shared Facilities, it being understood that such allocations or responsibilities may be further adjusted, qualified or amended pursuant to any provisions of the Shared Facilities Agreement in which event the readjustment or qualified or amended adjustments shall prevail. The Corporation shall subsequent to the registration of the Declaration enter into, ratify and/or assume the Shared Facilities Agreement with a view of covenanting to be responsible for its share of such costs.

(d) All charges in respect of cable/satellite television, telephone and internet service relating to the Residential Units, shall be borne by the Owners directly and shall not form part of the common expenses if separately metered.

(e) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the Common Elements.

(f) All sums of money of money paid by the Corporation on account of lease payments relating to any building automated systems installed in the Building for the operation of the Building.

(g) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and professional advice services required by the Corporation in the performance of its objects, duties and powers, including the costs and expenses of performing the reserve fund studies and the performance audit as required pursuant to the Act.

(h) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, or by its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation.

(i) All sums of money assessed by the Corporation for the reserve fund to be paid by every Owner as part of their contribution towards common expenses, for the major repair and replacement of Common Elements and assets of the Corporation, in accordance with the Act and this Declaration.

(j) 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.

(k) All sums of money payable on account of realty taxes (including local improvement charges) levied against the property until such time as such taxes are levied against the individual Units.

(l) The fees and disbursements of any insurance trustee.

(m) All expenses incurred by the Corporation in enforcing any of the Governing Documents from time to time, and effecting compliance therewith by all Unit Owners and their respective tenants, residents or invitees.

(n) The Farmer's Market Fee.

SCHEDULE 'F'

EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS

Subject to the provisions of the Declaration, the By-laws and the Rules of the Corporation as well as the right of entry in favour of the Corporation for the purposes of facilitating any requisite maintenance and/or repair work or to give access to the utility and service areas appurtenant thereto:

a) The owner(s) of the Resident Services Director's Unit, being Unit 12 on Level 3, the owner(s) of Residential Units 1 to 15 inclusive on Level 1 (Upper Portions), Residential Units 1 to 7 inclusive and Residential Units 13 to 19 inclusive on Level 3, Residential Units 1 to 9 inclusive on Levels 4 and 5, Residential Units 1 to 12 inclusive on Level 6, 7, 9 and 10, Residential Units 1 to 11 inclusive on Level 8, and Residential Units 1 to 12 inclusive on Levels 11 to 25 inclusive, shall each have exclusive use of that portion of the common elements to which their Unit provides sole and direct access that is designated as **Balcony/Balconies** and is illustrated on Part 1, Sheets 2, 3 and 4 of the Description.

b) The owner(s) of Residential Units 8 to 11 inclusive on Level 3 and Residential Unit 4 on Level 6 shall each have exclusive use of that portion of the common elements to which their Unit provides sole and direct access that is designated as **Terrace** and is illustrated on Part 1, Sheets 3 and 4 of the Description.

c) The owner(s) of Residential Units 1 to 15 inclusive on Level 1, shall have the exclusive use of that portion of the common elements to which their Unit provides direct access that is designated as **Patio** and is illustrated in heavy outline on Part 2, Sheet 1 of the Description, being numbered the same as the Unit with the prefix letter '**P**'.

Notwithstanding the foregoing, any fixture, outlet, sign, apparatus or structure located within the limits of the Exclusive Use Portions of the Common Elements shall not form part thereof.

SCHEDULE "G"

DANIELS HR CORPORATION

20 Queens St. W, Suite 3400
Toronto, Ontario M5H 3R3

CERTIFICATE OF ARCHITECT

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

I certify that: 2560 Eglinton Ave. West, Mississauga ON

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

(Check whichever boxes are applicable)

1. ☑ The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.

2. ☑ Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.

3. ☑ Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.

4. ☑ All underground garages have walls and floor assemblies in place.

OR

☐ ~~There are no underground garages.~~

5. ☑ All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a 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 4 day of November, 2016.

ONTARIO ASSOCIATION OF ARCHITECTS
2016.11.04
BRENT F. WHITBY
LICENCE
6723

(signature)

BRENT WHITBY
(print name)
Architect
Kirkor Architects

Kirkor Architects & Planners
20 Martin Ross Avenue
Toronto, ON M3J 2K8

SCHEDULE "G"

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

I certify that:

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 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~~

~~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 13th day of October, 2016

(signature)

Paul Cifoni, P. Eng.
(print name)

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

LICENSED PROFESSIONAL ENGINEER
P. CIFONI
PROVINCE OF ONTARIO

Erin Mills Town Centre Phase 1; Bldg. A
2560 Eglinton Avenue W., Mississauga

SCHEDULE "G"

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

I certify that: Building A

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 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

OR

☒ There are no indoor and outdoor swimming pools.

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

Dated this 19 day of October, 2016.

(signature)

Raymund Tse
(print name)

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

LICENSED PROFESSIONAL ENGINEER
R. T-Y. TSE
Oct 19, 2016
PROVINCE OF ONTARIO

SCHEDULE "G"

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

I certify that: Building A

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 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

OR

☐ There are no indoor and outdoor swimming pools.

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

Dated this 19 day of October, 2016.

(signature)

Dario Di Carlo
(print name)

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

LICENSED PROFESSIONAL ENGINEER
D. A. DI CARLO
100164650
Oct 19/16
PROVINCE OF ONTARIO