OFFICE SCHEDULE

Number YR 2164550
CERTIFICATE OF RECEIPT
JUL 3 1 2014 14:50
YORK REGION
No. 65
AURORA
Jeff Gilbert
LAND REGISTRAR

DECLARATION

CONDOMINIUM

ACT, 1998

YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259
NEW PROPERTY IDENTIFIER'S BLOCK 29790
RECENTLY: 03642-3434 & 03642-3472
Pt Block 11 & All Block 15 plan 65m4309, Aurora
DECLARANT: DANIELS LR CORPORATION

SOLICITOR: Brian Finer, Brattys

ADDRESS: 7501 Keele Street, Suite 200
Vaughan, Ontario
L4K 1Y2

PHONE: 905-760-2600 **FAX: 905-760-2900**

No. OF UNITS 93

FEES: $70.00 + ($5.00 x 93 number of units) = 535.00

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 LR CORPORATION
(hereinafter called the "Declarant")

WHEREAS:

(A) The Declarant is the Owner in fee simple of certain lands and premises situate in the Town of Aurora, 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 upon the said lands 8 buildings (the "Buildings") containing 87 residential dwelling units (herein and hereinafter defined as the "Condominium"); and

(D) The Declarant intends that the Lands, together with the Buildings 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 York Region Standard Condominium Plan No. 1233;

(b) "Adjacent Condominium Corporation" means York Region Standard Condominium Corporation No. 1233.

(c) "Adjacent Lands" means Block 12, Plan 65M-4309;

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

(e) "Common Interest" means the interest in the Common Elements appurtenant to a Unit;

(f) "Condominium Lands" means the lands described in Schedule "A" attached hereto;

(g) "Corporation" means the corporation created or continued under the Act;

(h) "Easement and Cost Sharing Agreement" means a certain agreement entered into among the Two Corporations and the Declarant on behalf of any one or more of the Two Corporations in order, among other things, to provide for the sharing of the costs of maintaining, operating, repairing and replacing the Shared Facilities and Servicing Systems, as well as to provide for the granting and definition of certain easements and rights among them, registered as Instrument No. YR2018664;

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

(j) "Lighting System Cost Sharing Agreement" means an agreement entered into between the Declarant, the Adjacent Condominium Corporation, and Daniels CCW Corporation, as owner of the Adjacent Lands, relating to the sharing of the costs of maintaining, repairing and replacing the Lighting System (as such term is defined in the Lighting System Cost Sharing Agreement), registered as Instrument No. YR2010751;

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

possession;

(l) "Parking Units" means Units 26 to 31, Level 1, and each is hereinafter referred to as a "Parking Unit";

(m) "Proportionate Share" in relation to the Shared Facilities and Servicing Systems means the respective costs to be borne by each of the Two Corporations towards the total amount of costs incurred in the operating, maintaining, repairing and replacing of those facilities and services as determined in accordance with this Declaration or in the Easement and Cost Sharing Agreement;

(n) "Residential Units" means Units 1 to 25, Level 1 and Units 1 to 62, Level 2, and each is hereinafter referred to as a "Residential Unit"';

(o) "Rules" means rules passed by the board of directors (hereinafter called the "board") of the Corporation and becoming effective pursuant to the Act;

(p) "Shared Facilities and Servicing Systems" means the shared facilities and shared servicing systems described in the Easement and Cost Sharing Agreement;

(q) "Two Condominiums" means the Condominium and the Adjacent Condominium;

(r) "Two Corporations" means the Corporation and the Adjacent Condominium Corporation;

(s) "Unit" means a part or parts of the Property included in the Description and designated as a Unit by the Description, and comprises the space enclosed by its boundaries and all the material parts of the land, structures and fixtures within this space in accordance with the Declaration and the Description. For greater certainty, the definition of "Unit" relating to the duties to repair and maintain pursuant to the Act and pursuant to this Declaration shall extend to all improvements made by the Declarant in accordance with its architectural and structural plans, notwithstanding that some of such improvements may be made after registration of the Declaration;

(t) "Warranty Agreement" means an agreement entered into or to be entered into between the Declarant and the Corporation relating to the Declarant's liability and the Corporation's rights with respect to warranty matters.

Section 2 - Statement of Intention

The Declarant intends that the Lands described in Schedule "A" and in the Description, and the Buildings, be governed by the Act and any amendments thereto.

Section 3 - Standard Condominium

The registration of this Declaration and Description will create a freehold condominium corporation that is a standard condominium corporation as defined by the Act.

Section 4 - Consent of Encumbrancers

The consent of every person having a registered mortgage against the Lands is contained in Schedule "B" annexed hereto.

Section 5 - Boundaries of Units and Monuments

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

Notwithstanding the boundaries set out in Schedule 'C' attached hereto:

Each Residential Unit shall include all pipes, wires, cables, dryer vents, conduits, ducts and branch piping extending to (but not including) the common pipe risers, and all mechanical, electrical, cooling, heating and plumbing equipment or fixtures that provides services to that particular Unit only as well as any stair assemblies used exclusively by a particular Unit to provide access between floors. In addition to the foregoing, each Residential Unit shall include 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; and all components of the air conditioner unit (including the condensing unit, line set, and mounting components for the condenser).

Each Residential Unit shall exclude all exterior doors, windows and walls; any part of the roof assembly; all pipes, wires, cables, conduits, ducts, flues and mechanical or similar

apparatus; all concrete/concrete block or masonry partitions or any load bearing wall or column that lies within the boundaries of any particular unit as hereinbefore set out which supply service or support to another Unit(s) or the Common Elements.

Each Residential Unit shall include 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 tracks and mechanisms relating to the garage door(s) and the interior face thereof; all components of the air conditioner unit (including the condensing unit, line set, and mounting components for the condenser, including any brackets or patio slabs); the hose bib and any associated piping of any exterior hose bibs, and the electrical receptacles of any exterior electrical receptacles.

Each Parking Unit shall exclude any asphalt or subsurface material and curbing as well as, and without limiting the hereinafter mentioned, all equipment or apparatus, including any pipes, wires, cables, conduits, ducts, manholes and catchbasins which provide any service to the common elements or units which may be located within any such Parking Unit.

Section 6 - Common Interest and Common Expenses Allocation

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners and shall contribute to the common expenses in the proportions set forth opposite each Unit number in Schedule "D" attached hereto. The total of the proportions of the common interests and common expenses shall be 100%.

Section 7 - Exclusive Use Common Elements and Visitors' Parking Spaces

(a) Subject to the provisions of the Act and the Governing Documents, the Owner of each Residential Unit shall have the exclusive use of those parts of the Common Elements as set forth in Schedule "F" attached hereto, it being understood that the exclusive use being enjoyed by such Owners entitled to same may be regulated or affected by the Act and the Governing Documents.

(b) The Declarant and any entity related, associated or affiliated thereto (the "Related Company"), their sales staff, their authorized personnel or agents, and any prospective purchasers shall together have the right to use visitors' parking spaces located within the Property, such parking spaces (i.e. location and numbers) to be designated by the Declarant in its sole discretion, which right shall cease forthwith upon the later of (i) the sale of all Units owned by the Declarant in the Condominium and the Adjacent Condominium and (ii) the date on which the Declarant has fulfilled all of its obligations under the development/site plan agreement and/or Ontario New Home Warranties Plan Act with respect to all of the Units and Common Elements of the Corporation and the Adjacent Condominium Corporation.

(c) No Owner shall install, alter or remove any fencing, retaining walls or gate without the prior written consent of the board, which consent shall not be unreasonably or arbitrarily withheld. Nothing shall be erected to obstruct the access to exterior utility meters and utility cut-off valves or switches.

Section 8 - Mailing Address and Address for Service

The address for service and mailing address of the Corporation shall be:

20 Queen Street West,
Suite 3400
Toronto, Ontario
M5H 3R3

or such other address as the Corporation may determine by resolution of the board.

Section 9 - Architect/Engineer Certificates

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

Section 10 - Conditions of the Approval Authority

There are no conditions imposed by any approval authority that are to be included in this Declaration or the Description, other than:

(a) any easements contained in the Description annexed hereto as Schedule "A"; and

(b) the provisions of Section 36(a) relating to regional and municipal agreements.

PART TWO - SPECIFICATION OF COMMON EXPENSES

Section 11 - Meaning of Common Expenses

Common expenses shall be the expenses of the performance of the objects and duties of the Corporation and, without limiting the generality of the foregoing, such other costs, expenses and sums of money designated as common expenses in the Act, or in the Governing Documents, or as are listed in Schedule "E" attached hereto.

Section 12 - Payment of Common Expenses

Each Owner shall pay to the Corporation his proportionate share of the common expenses, and the assessment and collection of the contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of the Act, Governing Documents and/or any agreement in force from time to time by any Owner, or by members of his family and/or their respective tenants, invitees or licensees, shall be borne and paid for by such Owner, and may be recovered by the Corporation against such Owner in the same manner as common expenses.

Section 13 - Reserve Fund

(a) The Corporation shall establish and maintain one or more reserve funds in respect of the Common Elements and assets and shall collect from the Owners, as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for major repair and/or replacement of Common Elements and assets of the Corporation, all in accordance with the provisions of the Act.

(b) No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation.

(c) In accordance with the Act, the Corporation shall conduct or cause to be conducted periodic reserve fund studies to determine whether the amount of money in the reserve fund and the amount of contributions collected by the Corporation are adequate to provide for the expected costs of major repair and replacement of the Common Elements and assets of the Corporation.

Section 14 - Certificate of Common Expenses

The Corporation shall, upon request, provide the requesting party with a status certificate and accompanying statements and information in accordance with the Act. The Corporation may charge the maximum prescribed fee for providing the status certificate. Notwithstanding the foregoing, the Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying statements and information, as may be requested from time to time by or on behalf of the Declarant in connection with a sale or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

PART THREE - OCCUPATION AND USE OF COMMON ELEMENTS

Section 15 - General Use

(a) Each Owner may make reasonable use of, and has the right to occupy and enjoy, the whole or any part of the Common Elements, and each Owner has the right to make reasonable use of, and has the right to enjoy, any exclusive use Common Element area which has been designated to his Unit in Schedule "F", subject to any conditions or restrictions set out in the Act, the Governing Documents, the Easement and Cost Sharing Agreement and any easements and rights registered against the Property. However, no condition shall be permitted to exist and no activity shall be carried on in the Common Elements that is likely to damage the Property or that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements and the other Units, that results in the cancellation or threatened cancellation of any policy of insurance referred to in the Governing Documents, or that will lead to a contravention of any covenant, term or condition contained in the Easement and Cost Sharing Agreement and any easements and rights registered against the Property.

(b) No Owner shall make any installation or any change or alteration to an installation upon the Common Elements, or maintain, decorate, alter or repair any part of the Common Elements, except for maintaining those parts of the Common Elements which he has a

duty to maintain, without obtaining the written approval of the Corporation in accordance with the Act or Governing Documents, unless otherwise provided for in this Declaration.

(c) No Owner shall cause anything to be displayed or hung on the exterior of any walls of the common elements, including but not limited to, awnings and/or shutters, and nor shall any Owner grow any type of plant, shrubbery, flower, vine or grass on any Common Elements of which he has exclusive use without the prior written consent of the board.

(d) No pet, animal, livestock or fowl of any kind shall be kept on any part of the Common Elements or exclusive use Common Element areas.

(e) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and notwithstanding any provision in the Governing Documents to the contrary, the Declarant, and any Related Company, shall be entitled to erect and maintain signs for marketing and/or sales purposes upon the Common Elements, and within or outside any unsold Units, pursuant to the Declarant's on-going marketing and/or sales program, at such location and having such dimensions as the Declarant may determine in its sole discretion provided same complies with municipal requirements.

Section 16 - Restricted Access

Without the consent in writing of the board, no Owner shall have any right of access to those parts of the Common Elements used from time to time as a utilities area, building maintenance, service or storage area, manager's office, an area for operating machinery, or any mechanical or servicing system servicing the Two Condominiums nor shall any Owner have access to any other parts of the Common Elements used for the care, maintenance or operation of the Property or any part of the Two Condominiums. This section shall not apply to any first mortgagee holding first mortgages on at least 10% of the Units, if exercising a right of access for purposes of inspection upon giving 48 hours' notice to the Corporation or its managing agent.

Section 17 - Modification of Common Elements and Assets

(a) The Corporation may, by a vote of Owners who own at least 66 2/3% of the Units, make any substantial addition, alteration or improvements to or renovation of the Common Elements, or may make any substantial change in the assets of the Corporation or a substantial change in a service that the Corporation provides.

(b) Where the Corporation has sent a notice to the Owners in accordance with the Act, and the Owners have either not requisitioned a meeting in accordance with the Act or the Owners have requisitioned a meeting in accordance with the Act but have not voted against the proposed addition, alteration, improvement or change at the meeting, the Corporation may make any other addition, alteration or improvement to or renovation of the Common Elements or may make any other change to the assets of the Corporation or any change in a service that the Corporation provides.

(c) For the purposes of this Section, any addition, alteration, improvement, renovation or change of the common elements, or any change to the assets of the Corporation, is substantial if it meets the prescribed meaning of substantial change as set out in the Act or the board elects to treat it as substantial.

(d) For the purposes of this Declaration, and for the purposes of relating and managing the affairs of this Corporation, and the Corporation's compliance with any provisions of the Act, or any change or alteration effected pursuant to an obligation imposed upon the Corporation pursuant to the Easement and Cost Sharing Agreement or otherwise shall not be considered an addition, alteration, improvement to or renovation of the Common Elements of the Corporation.

(e) A copy of the complete set of "as-built" architectural and structural plans and specifications for the building(s) situate on the Property, including copies of all plans and specifications for any additions, alterations or improvements from time to time made to the Common Elements or to any Unit which may require the prior written consent of the board, shall be maintained in the office of the Corporation at all times, or at such other place as the board shall from time to time determine by resolution, for the use of the Corporation in rebuilding or repairing any damage to the building(s), and/or the use of any Owner or mortgagee.

PART FOUR - OWNERSHIP OF PARKING UNITS

Section 18 - Restrictions on Disposition of Parking Units

Any Parking Unit may at any time be sold, leased, transferred or otherwise conveyed as follows:

(a) Parking Unit 26, Level 1 can only be sold, transferred or conveyed together with Residential Unit 3, Level 2 such that both of the aforesaid Units shall always be owned by the same Owner;

(b) Parking Unit 27, Level 1 can only be sold, transferred or conveyed together with Residential Unit 10, Level 2 such that both of the aforesaid Units shall always be owned by the same Owner;

(c) Parking Unit 28, Level 1 can only be sold, transferred or conveyed together with Residential Unit 18, Level 2 such that both of the aforesaid Units shall always be owned by the same Owner;

(d) Parking Unit 29, Level 1 can only be sold, transferred or conveyed together with Residential Unit 23, Level 2 such that both of the aforesaid Units shall always be owned by the same Owner;

(e) Parking Unit 30, Level 1 can only be sold, transferred or conveyed together with Residential Unit 33, Level 2 such that both of the aforesaid Units shall always be owned by the same Owner;

(f) Parking Unit 31, Level 1 can only be sold, transferred or conveyed together with Residential Unit 39, Level 2 such that both of the aforesaid Units shall always be owned by the same Owner;

(g) any lease of any Parking Unit is made only to the Declarant, to the Corporation, or to any Owner or tenant of a Residential Unit;

(h) the term of any lease of any Parking Unit to a tenant of a Residential Unit shall not extend beyond the term of the tenancy of such Residential Unit granted to such tenant; and

(i) every lease in respect of any Parking Unit shall provide that where the lessee thereof is also an Owner of a Residential Unit and such lessee is deprived of ownership or possession of his Residential Unit, such lease shall revert to the lessor of such Parking Unit. It shall also provide that where the lessee of such Parking Unit is also an Owner of a Residential Unit, upon a sale, transfer or conveyance of such Owner's Residential Unit, the leasehold interest in such Parking Unit must be assigned or transferred to the new Owner or transferee of such Residential Unit or else must revert to the lessor of such Parking Unit.

PART FIVE - OCCUPATION AND USE OF UNITS

Section 19 - General Use

(a) No Unit shall be occupied or used by anyone in such a manner as is likely to damage the Property or that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements and the other Units or that may result in the cancellation or threat of cancellation of any policy of insurance referred to in the Declaration or in such a manner as to lead to a breach by any Owner or by the Corporation of any provision of the Easement and Cost Sharing Agreement or any right or easement registered against the Property. In the event the use made by any Owner of his Unit results in any premiums of any insurance policy insuring the interest of the Corporation being increased or cancelled, such Owner shall be liable to pay to the Corporation all of such increase in premiums payable as a result, or shall be liable to pay to the Corporation all other costs or expenses it incurs as a result.

(b) The Owner of each Unit shall comply, and shall require all residents, tenants, invitees and licensees of his Unit to comply with the Act, the Governing Documents, the Easement and Cost Sharing Agreement and any rights and easements registered against the Property.

(c) No Owner shall make any structural change or structural alteration in or to any Unit, without the prior written consent of the board and any architect and/or engineer

appointed by the board to review such changes or alterations; in this regard, the Owner shall be responsible for all of the costs charged by such architect and/or engineer. Following completion of any change as aforesaid, the Owner shall provide the board with a copy of the "as built" architectural drawings stamped by the Owner's architect with respect to such Unit(s).

(d) 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.

(e) 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 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 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 expenses, pay and be solely responsible for the cost of maintaining and repairing 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 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 Buildings. 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) In order to reduce or eliminate the penetration of sound from one Residential Unit to another Residential Unit, with respect to the lower portion of the Residential Units situated on Level 2 of any of the Buildings comprising the Condominium, not less than 75% of the floor area of each room in each Residential Unit (with the exception of the kitchen, the bathroom and the entrance foyer areas) shall be covered by broadloom or by an area rug with suitable underpadding.

(f) Any Owner who wishes to install hardwood or tile flooring instead of carpeting on the lower portion of a Residential Unit situated on Level 2 of any of the Buildings comprising the Condominium, in areas other than the kitchen, entrance foyer and bathroom must enter into an in-suite renovation agreement with the Corporation which will provide, among other things, that the Owner install and maintain noise attenuation materials as approved by the Corporation below the hardwood and tile flooring so as to prevent any noise disturbance to surrounding Units. The Owner will be responsible for all costs of the agreement and the installation, maintenance and repair of the hardwood and tile flooring and the sound attenuation materials and for the cost of damage caused to any portion of the Common Elements as a result of the installation of the hardwood or tile flooring and

sound attenuation materials.

(g) If, after the installation of hardwood or tile flooring on the lower portion of a Residential Unit on Level 2 of any of the Buildings comprising the Condominium, there are complaints about noise from any Owners in surrounding Units, the Corporation may require that underpadding and carpeting sufficient to prevent any noise disturbance to surrounding Units be in place and maintained on at least 75% of all hardwood and tile floor surfaces in each room within the Owner's Unit, except for the kitchen, entrance foyer, bathroom(s) and closets. If the carpeting and underpadding do not alleviate the noise complaints, the Owner will take whatever steps are required by the Corporation, acting reasonably, to eliminate the noise.

Section 21 - Use of Parking Units

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. The Owner of each Parking Unit shall maintain such Parking Unit in a clean and sightly condition.

Section 22 - Use of the Shared Facilities and Servicing Systems

(a) Save as otherwise provided in this Declaration, the Shared Facilities and Servicing Systems shall be used by the Owners of the Units in either one of the Two Condominiums, by their respective residents, tenants and invitees. Save as otherwise provided in this Declaration, no provision contained in the by-laws or Rules of this Corporation shall restrict the access to the Shared Facilities and Servicing Systems provided to the Owners and occupants of the Two Condominiums pursuant to the provisions of this Declaration.

(b) The Owners of Units in either one of the Two Condominiums and their respective residents, tenants and invitees shall have immediate use and enjoyment of the Shared Facilities and Servicing Systems as soon as same are completed and operational.

(c) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, the control over the use and maintenance of the Shared Facilities and Servicing Systems shall be governed by the Declarant until the earlier of:

(i) the date upon which both this Corporation and the Adjacent Condominium Corporation have been created;

(ii) 5 years from the date of creation of the first of the Two Corporations; or

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

(d) Until the earlier of the aforementioned dates (which earlier date is hereinbefore and hereinafter referred to as the "Transfer Date"), the Declarant shall have the unilateral right, in its sole discretion, to establish hours of use and designated areas of use in respect of the Shared Facilities and Servicing Systems and shall prepare and submit to the Corporation (not less than once annually) for incorporation as part of the latter's overall budget, a separate budget (the "Declarant's Shared Facilities and Servicing Systems Budget") outlining the costs of providing and maintaining landscaping, utility and all other services, as well as the costs of maintaining, repairing and/or replacing the Shared Facilities and Servicing Systems, of which the Corporation shall be responsible for payment of its Proportionate Share. The Corporation shall adopt and be bound by the Declarant's Shared Facilities and Servicing Systems Budget prepared by the Declarant as part of the Corporation's overall annual budget, without any qualification whatsoever, and the Corporation shall pay and be solely responsible for its Proportionate Share as aforesaid, as set forth in such Declarant's Shared Facilities and Servicing Systems Budget.

(e) As at the date of registration of this Declaration, the Adjacent Condominium is comprised of 41 Residential Units and this Corporation is comprised of 87 Residential Units. The Proportionate Share borne by each of the Two Corporations shall be based on that unit count.

(f) From and after the Transfer Date and subject to the Declarant's rights thereafter provided for in this Declaration, the use and maintenance of the Shared Facilities and Servicing

Systems, as well as the preparation and submission of an annual shared facilities and servicing systems budget (the "Shared Facilities and Servicing Systems Budget") shall be governed by a committee (hereinafter referred to as the "Committee") to be established in accordance with the provisions of the Corporation's by-laws. Notwithstanding their respective Proportionate Share, each of the Two Corporations shall have equal representation on the Committee.

(g) For the purposes of interpretation of any provisions contained within this Section, the term "Declarant" shall also include any of the Declarant's successors or assigns or any successor or assign of the Declarant as a declarant in respect of this Corporation.

Section 23 - Temporary Model Units

Several unsold Residential Units may be used as temporary model Units for sale/marketing purposes, and/or a construction site/service office, and the Declarant, its 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, together with all sales displays and signs, until the later of (i) the sale of all Residential Units and all residential units contained in the Adjacent Condominium; and (ii) the date on which the Declarant no longer requires the Unit utilized by it for the purposes of sale/marketing or site/service office.

PART SIX - LEASING OF UNITS

Section 24 - Minimum Term of Lease

(a) Any lease or tenancy granted by any 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 25 - 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 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) Where 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 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 26 - 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 27 - 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 28 - Maintenance and Repairs to Units

(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 a 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 tracks and mechanisms relating to the garage door(s) and the interior face thereof; all components of the air conditioner unit (including the condensing unit, line set, and mounting components for the condenser, including any brackets or patio slabs); the hose bib and any associated piping of any exterior hose bibs, and the electrical receptacles of any exterior electrical receptacles.

Section 29 - Maintenance and Repairs to Common Elements

(a) Except as provided for 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 the exclusive use of any stairs, patio, terrace or balcony Common Elements shall be solely responsible for the 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 windows and doors and garage 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 stairs, patio, terrace or balcony 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, or which the Owner has failed to maintain and/or repair in accordance with this Declaration.

(e) The Corporation, at its expense, shall be responsible for (a) the maintenance, repair and replacement of all landscaping within the Common Elements including all landscaping and fencing within the exclusive use portion of the Common Elements of each Unit; and (b) the removal of snow from the Common Elements.

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 and all appurtenances thereto, which provide power or any other service exclusively to their Units (regardless of whether the equipment, fixtures and systems and their appurtenances lie within or beyond the boundaries of the Unit, as monumented in Schedule "C" of this Declaration). Notwithstanding that these obligations for items which may 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.

PART EIGHT - INSURANCE

Section 30 - 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 (excluding 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

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.

(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 Easement and Cost Sharing Agreement and the insurance trust 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 and the Easement and Cost Sharing Agreement 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 Easement and

Cost Sharing 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; and

(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 31 - 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 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 Easement and Cost Sharing 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 Easement and Cost Sharing 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 32 - 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 33 - 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 Unit, including but not limited to, 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's 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 34 - 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 Condominium or the Adjacent Condominium, except for any loss, costs, damage, injury or liability insured against by the Corporation or the Adjacent Condominium 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 35 - Insurance Trust Agreement

The Corporation shall enter into, and at all times maintain, in accordance with any applicable provisions of this Declaration and the Easement and Cost Sharing Agreement, 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, the Easement and Cost Sharing Agreement 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 36 - Duties

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

(a) to enter into, ratify and assume the Easement and Cost Sharing Agreement, the Lighting System Cost Sharing Agreement, the Warranty Agreement and all regional and/or municipal agreements as required by the region and/or municipality as soon as possible after the registration of the Corporation, 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;

(b) to provide or cause to be provided in accordance with the terms of the Easement and Cost Sharing Agreement, all services required to allow the Shared Facilities and Servicing Systems to operate or be used in accordance with the permitted uses;

(c) 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; and

(d) 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 Buildings within 3 working days of any such occurrence.

PART TEN - GENERAL MATTERS

Section 37 - 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 or to carry out any duty imposed by the Easement and Cost Sharing Agreement or any 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: (i) any part of the Condominium (including without limitation, the maintenance, repair and replacement of any windows); and (ii) 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.

(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 Governing Documents.

(i) Each Owner, resident or tenant shall not restrict access to the access/emergency door of the garages from the parking spaces which share the garage with such Units, and the Owner, resident and tenants of all such Units shall be entitled to enter the parking space of the applicable Units in order to enter and exit the garage from such door.

Section 38 - Water Meter

Water supplied to and consumed by the Condominium and the Adjacent Condominium is measured by a bulk water meter which is located within the lands comprising the Condominium. Such bulk water meter is accessible to be read by representatives of the local water authority during normal business hours. The Corporation acknowledges and agrees that the local water authority (a) shall not split or allocate water consumption between the Condominium and the Adjacent Condominium; and (b) shall periodically bill the Corporation for all water supplied to the Condominium and the Adjacent Condominium. The Corporation shall pay the full amount of all such bulk water bills directly to the local water authority when due. The Adjacent Condominium shall pay to the Corporation its proportionate share of the water usage in accordance with the Easement and Cost Sharing Agreement.

Section 39 - 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 40 - Waiver

The failure to take action to enforce any provision contained in the Act, the Governing Documents, or the Easement and Cost Sharing 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 41 - 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 the 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 42 - 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, 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 43 - Construction of Declaration

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

Section 44 - 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 at the City of Toronto, Province of Ontario this 10 day of June, 2014.

DANIELS LR CORPORATION

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation.

SCHEDULE 'A'
LEGAL DESCRIPTION OF THE LANDS

In the Town of Aurora, in The Regional Municipality of York, being comprised of:

FIRSTLY:
Part of Block 11, Plan 65M-4309 designated as **Parts 12 to 23** inclusive on Reference Plan 65R-34319, being all of **P.I.N. 03642-3472 (LT) .**

SUBJECT TO an easement in gross in favour of Powerstream Inc. over part of Block 11, Plan 65M-4309 designated as **Parts 12 to 23** inclusive on Reference Plan 65R-34319 for the purposes as set out in Instrument Number YR1804943.

TOGETHER WITH an easement in favour of the owner(s) of part of Block 11, Plan 65M-4309 designated as Parts 12 to 23 inclusive on Reference Plan 65R-34319 over part of Block 12, Plan 65M-4309 designated as **Part 1**, Plan 65R-33649 as set out in Instrument YR1874208.

SECONDLY:
All of Block 15, Plan 65M-4309 designated as **Part 24** on Reference Plan 65R-34319, being all of **P.I.N. 03642-3434 (LT) .**

SUBJECT TO an easement in favour of the owner(s) of Block 12, Plan 65M-4309 being all of PIN 03642-3431(LT) over all of Block 15, Plan 65M-4309 designated as **Part 24** on Reference Plan 65R-34319 for the purposes as set out in Instrument Number YR1815625.

TOGETHER WITH an easement in favour of the owner(s) of all of Block 15, Plan 65M-4309 designated as Part 24 on Reference Plan 65R-34319 over part of Block 12, Plan 65M-4309 designated as **Part 1**, Plan 65R-33649 as set out in Instrument YR1874208.

The **FIRSTLY and SECONDLY** hereinbefore described lands shall hereinafter collectively be referred to as **"THE PARTS".**

SUBJECT TO an easement in favour of the owner(s) of the York Region Standard Condominium Plan No. 1233, their successors and assigns over that part of Block 11, Plan 65M-4309 designated as **Part 17** on Reference Plan 65R-34319 for the purpose of providing all manner of pedestrian and vehicular ingress and egress, including, without limitations, service vehicles, service delivery vehicles and vehicles for the removal of refuse, waste or recycling material and any other vehicles or persons requiring ingress or egress to or from the York Region Standard Condominium Plan No. 1233 as set out in Instrument Number YR2013396.

SUBJECT TO an easement in favour of the owner(s) of the York Region Standard Condominium Plan No. 1233, their successors and assigns over "THE PARTS for the purpose of allowing pedestrian ingress and egress through the designated walkways and sidewalks. Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of "THE PARTS, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto as set out in Instrument Number YR2013396.

SUBJECT TO an easement in favour of the owner(s) of the York Region Standard Condominium Plan No. 1233, their successors and assigns and their servants, agents, contractors or servicemen over, under and through "THE PARTS" for the purpose of installing, maintaining, operating, altering, repairing, replacing and inspecting drainage, underground storm and sanitary sewers, gas pipes, water pipes, electrical, telephone and cable and various other services and utilities, whether presently existing or installed subsequent to the date of registration of this declaration, together with all appurtenances thereto. Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of "THE PARTS", the easement granted herein is hereby released against all of the residential units within such condominium as set out in Instrument Number YR2013396.

SUBJECT TO an easement in favour of the owner(s) of the York Region Standard Condominium Plan No. 1233 over that part of Block 11, Plan 65M-4309 designated as **Parts 16 and 19** on Reference Plan 65R-34319 for the access, use and enjoyment of the landscaped open space area as set out in Instrument Number YR2013396.

SUBJECT TO an easement in favour of the owner(s) of the York Region Standard Condominium Plan No. 1233 over that part of Block 11, Plan 65M-4309 designated as **Part 23** on Reference Plan 65R-34319 for the use of Mail Kiosk as set out in Instrument Number YR2013396.

TOGETHER WITH an easement in favour of the owner(s) of "THE PARTS", their successors and assigns over the Common Elements of Level 1 of the York Region Standard Condominium Plan No. 1233 designated as **Part 7** on Reference Plan 65R-34319 for the purpose of providing all

SCHEDULE 'A'
LEGAL DESCRIPTION OF THE LANDS

manner of pedestrian and vehicular ingress and egress, including, without limitations, service vehicles, service delivery vehicles and vehicles for the removal of refuse, waste or recycling material and any other vehicles or persons requiring ingress or egress to or from "THE PARTS" as set out in Instrument Number YR2013396.

TOGETHER WITH an easement in favour of the owner(s) of "THE PARTS", their successors and assigns over the Common Elements of Level 1 of the York Region Standard Condominium Plan No. 1233 for the purpose of allowing pedestrian ingress and egress through the designated walkways and sidewalks as set out in Instrument Number YR2013396.

TOGETHER WITH an easement in favour of the owner(s) of "THE PARTS", their successors and assigns, and their servants, agents, contractors or servicemen over, under and through the Common Elements of Level 1 of the York Region Standard Condominium Plan No. 1233 for the purpose of installing, maintaining, operating, altering, repairing, replacing and inspecting drainage, underground storm and sanitary sewers, gas pipes, water pipes, electrical, telephone and cable and various other services and utilities, whether presently existing or installed subsequent to the date of registration of YRSCP No. 1233, together with all appurtenances thereto as set out in Instrument No. YR2013396.

TOGETHER WITH an easement in favour of the owner(s) of "THE PARTS" over that part of the York Region Standard Condominium Plan No. 1233 designated as **Parts 3 and 10** on Reference Plan 65R-34319 for the access, use and enjoyment of the landscaped open space area as set out in Instrument No. YR2013396.

In my opinion, based on the parcel register and the plans and documents recorded in them, the legal description is correct, the easements described 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 agents for
DANIELS LR CORPORATION

June 17, 2014, 2014
Dated

per: _____
Brian Finer

SCHEDULE "B"

CONSENT

(SCHEDULE B TO DECLARATION)

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

1. MCAP FINANCIAL CORPORATION has a registered Charge within the meaning of clause 7(2)(b) of the Condominium Act, 1998 registered as Charge Number YR1848423 in the Land Registry Office for the Land Titles Division of York Region (No. 65).

2. MCAP FINANCIAL CORPORATION 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. MCAP FINANCIAL CORPORATION postpones the mortgage and interests under it to the declaration and the easements described in Schedule A to the declaration.

4. MCAP FINANCIAL CORPORATION is entitled by law to grant this consent and postponement.

Executed this 10 day of June, 2014.

MCAP FINANCIAL CORPORATION

Per: _____
Name: PHILIP FRANK
Position: DIRECTOR - FUNDING AND SERVICING
DEVELOPMENT FINANCE GROUP

Per: _____
Name:
Position: DAVID McCROSSAN, CFA
DIRECTOR
DEVELOPMENT FINANCE GROUP

I/We have authority to bind the Corporation.

SCHEDULE 'C'
UNIT BOUNDARIES

Each Residential Unit, and Parking Unit shall comprise the area within the heavy lines shown on Sheets 1, 2, and 3, Part 1 of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below, and are illustrated on Sheets 1, 2 and 3, Part 1 of the Description, and all dimensions shall have reference to them.

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

1. BOUNDARIES OF THE RESIDENTIAL UNITS
(Being Units 1 to 25 inclusive on Level 1 and Units 1 to 62 inclusive on Level 2)

a) Each Residential Unit is bounded vertically by :

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

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

iii) The upper surface and plane of the wooden or gypcrete subfloor (as applicable) and/or the production thereof.

iv) The upper surface and plane of stair assembly.

b) Each Residential Unit is bounded horizontally by:

i) The back side face of drywall sheathing and production thereof.

ii) The vertical plane controlled by the centreline of demising wall and the production thereof.

iii) 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 ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

2. BOUNDARIES OF THE PARKING UNITS
(Being Units 26 to 31 inclusive on Level 1)

a) Each Parking Unit is bounded vertically by:

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

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

b) Each Parking Unit is bounded horizontally by:

i) The back side face of drywall sheathing and production thereof.

ii) The vertical plane controlled by the centreline of demising wall and the production thereof.

iii) 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.

iv) The vertical plane established by the midpoint of the column face and perpendicular to the wall

In the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

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 Sheets 1, 2 and 3, Part 1 of the Description.

July 2nd ,2014
Dated

ROBERT WIEGENBROKER
Ontario Land Surveyor

SCHEDULE D

UNIT	LEVEL	PERCENTAGE CONTRIBUTION TO THE COMMON EXPENSES	PERCENTAGE INTEREST IN THE COMMON ELEMENTS
1	1	0.994172	0.975294
2	1	0.994172	0.975294
3	1	0.994172	0.975294
4	1	0.994172	0.975294
5	1	0.788481	0.652154
6	1	0.994173	0.970397
7	1	0.994172	0.975294
8	1	0.994172	0.975294
9	1	0.994173	0.970397
10	1	0.788481	0.652154
11	1	0.788481	0.652154
12	1	0.994173	0.970397
13	1	0.994172	0.975294
14	1	0.994172	0.975294
15	1	0.994173	0.970397
16	1	0.788481	0.652154
17	1	0.788481	0.652154
18	1	0.788482	0.647258
19	1	0.788482	0.647258
20	1	0.788482	0.647258
21	1	0.788481	0.652155
22	1	0.788481	0.652155
23	1	0.788482	0.647258
24	1	0.788482	0.647258
25	1	0.788481	0.652154
1	2	1.268426	1.319977
2	2	1.234145	1.277871
3	2	1.268426	1.277871
4	2	1.268426	1.277871
5	2	1.234145	1.277871
6	2	1.268426	1.315081
7	2	1.268426	1.315081
8	2	1.234145	1.277871
9	2	1.268426	1.277871
10	2	1.268426	1.277871
11	2	1.234145	1.277871
12	2	1.268426	1.319977
13	2	1.268426	1.319977
14	2	1.234145	1.277871
15	2	1.234145	1.277871
16	2	1.268426	1.277871
17	2	1.268426	1.277871
18	2	1.234145	1.277871
19	2	1.234145	1.277871
20	2	1.268426	1.315081
21	2	1.268426	1.315081
22	2	1.234145	1.277871
23	2	1.234145	1.277871
24	2	1.268426	1.277871

SCHEDULE D

UNIT	LEVEL	PERCENTAGE CONTRIBUTION TO THE COMMON EXPENSES	PERCENTAGE INTEREST IN THE COMMON ELEMENTS
25	2	1.268426	1.277871
26	2	1.234145	1.277871
27	2	1.234145	1.277871
28	2	1.268426	1.319977
29	2	1.268426	1.319977
30	2	1.234145	1.277871
31	2	1.234145	1.277871
32	2	1.268426	1.277871
33	2	1.268426	1.277871
34	2	1.234145	1.277871
35	2	1.234145	1.277871
36	2	1.268426	1.315081
37	2	1.268426	1.315081
38	2	1.234145	1.277871
39	2	1.268426	1.277871
40	2	1.268426	1.277871
41	2	1.268426	1.277871
42	2	1.268426	1.277871
43	2	1.234145	1.277871
44	2	1.268426	1.319977
45	2	1.268426	1.319977
46	2	1.234145	1.277871
47	2	1.268426	1.277871
48	2	1.234145	1.277871
49	2	1.268426	1.277871
50	2	1.268426	1.277871
51	2	1.234145	1.277871
52	2	1.268426	1.277871
53	2	1.234145	1.277871
54	2	1.268426	1.315081
55	2	1.268426	1.315081
56	2	1.234145	1.277871
57	2	1.268426	1.277871
58	2	1.268426	1.277871
59	2	1.268426	1.277871
60	2	1.268426	1.277871
61	2	1.234145	1.277871
62	2	1.268426	1.319977
Residential Total		99.999994	99.999994
Parking			
26	1	0.000001	0.000001
27	1	0.000001	0.000001
28	1	0.000001	0.000001
29	1	0.000001	0.000001
30	1	0.000001	0.000001
31	1	0.000001	0.000001
Parking Total		0.000006	0.000006
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 Easement and Cost Sharing 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) and/or Common Elements including, without limiting the generality of the foregoing, monies payable on account of:

(i) gas;

(ii) hydro;

(iii) water;

(iv) waste disposal;

(v) landscaping; and

(vi) 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 and Servicing Systems and the Lighting System are set forth and described in the Easement and Cost Sharing Agreement and the Lighting System Cost Sharing Agreement, respectively, and the Corporation shall be responsible for paying its Proportionate Share with respect to the Shared Facilities and Servicing Systems and the Lighting System, it being understood that such allocations or responsibilities may be further adjusted, qualified or amended pursuant to any provisions of the Easement and Cost Sharing Agreement and the Lighting System Cost Sharing 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 confirm the Easement and Cost Sharing Agreement and the Lighting System Cost Sharing Agreement with a view of covenanting to be responsible for its share of such costs.

(d) All charges in respect of 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.

(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 of replacement of personal property for the use and enjoyment of the Common Elements, save as in respect to any Common Element areas of the Corporation which constitute part of the Shared Facilities and Servicing Systems which shall be shared between the Two Corporations in accordance with the Easement and Cost Sharing Agreement as stated herein.

(f) 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 pursuant to the Act and the performance audit as required by the Act.

(g) 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.

(h) 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.

(i) All sums of money paid by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation, save such costs or expenses or proportion thereof as this Declaration or the Easement and Cost Sharing Agreement imposes on any Owner or on the Adjacent Condominium Corporation.

(j) 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).

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

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

SCHEDULE 'F'

EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS

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

a) The owner(s) of Units 17 to 25 inclusive on Level 1 shall each have exclusive use of that portion of the Common Elements on Level 1 designated as **Front Yard**, is numbered the same as the unit with the affix **'F'** and is illustrated on Sheet 1, Part 2 of the Description.

b) The owner(s) of Units 1 to 25 inclusive on Level 1 shall each have exclusive use of that portion of the Common Elements on Level 1 designated as **Rear Yard,** is numbered the same as the unit with the affix **'R'** and is illustrated on Sheet 1, Part 2 of the Description.

c) The owner(s) of Units 45 to 62 inclusive on Level 2 shall each have exclusive use of that portion of the Common Elements on Level 1 designated as **Front Yard,** is numbered the same as the unit with the affix **'F2'** and is illustrated on Sheet 1, Part 2 of the Description.

d) The owner(s) of Units 1 to 62 inclusive on Level 2 shall each have exclusive use of that portion of the Common Elements on Level 2 to which their Unit provides sole and direct access, is designated as **Terrace** and is illustrated on Sheet 2, Part 1 of the Description.

e) The owner(s) of Units 1 to 62 inclusive on Level 2 shall have or share exclusive use of that portion of the Common Elements on Level 1 designated as **Entry Stairs/Porch**, is illustrated on Sheet 1, Part 2 of the Description and which are assigned as shown on schedule below with the affix **'S'**.

UNIT	LEVEL	ENTRY STAIRS/PORCH
1	2	1S
2	2	2S
3	2	2S
4	2	3S
5	2	3S
6	2	4S
7	2	5S
8	2	6S
9	2	6S
10	2	7S
11	2	7S
12	2	8S
13	2	9S
14	2	10S
15	2	10S
16	2	11S
17	2	11S
18	2	12S
19	2	12S
20	2	13S
21	2	14S
22	2	15S
23	2	15S
24	2	16S
25	2	16S
26	2	17S
27	2	17S
28	2	18S
29	2	19S
30	2	20S
31	2	20S
32	2	21S
33	2	21S
34	2	22S
35	2	22S

SCHEDULE 'F' *(continued)*

EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS

36	2	23S
37	2	24S
38	2	25S
39	2	25S
40	2	26S
41	2	26S
42	2	27S
43	2	27S
44	2	28S
45	2	29S
46	2	30S
47	2	30S
48	2	31S
49	2	31S
50	2	32S
51	2	32S
52	2	33S
53	2	33S
54	2	34S
55	2	35S
56	2	36S
57	2	36S
58	2	37S
59	2	37S
60	2	38S
61	2	38S
62	2	39S

NOTE:

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'

CERTIFICATE OF ARCHITECT OR ENGINEER
(under clause 8 (1) (e) or (h) of the Condominium Act, 1998)

I certify that: Aurora Lewis Honey Phase 2

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 which ever 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 9th day of July, 2014

E. Corazza
(signature)

Aurora Lewis Honey Phase 2
Enzo Corazza
(print name)

Architect ~~or Engineer~~

SCHEDULE 'G'

CERTIFICATE OF ARCHITECT OR ENGINEER
(under clause 8 (1) (e) or (h) of the Condominium Act, 1998)

I certify that: **Phase II – Lewis Honey Drive Stacked Townhouses**

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 which ever 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. X 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 7th day of July, 2014

LICENSED PROFESSIONAL ENGINEER
Z. LU
100143286
PROVINCE OF ONTARIO

(signature)

Jonathan Lu
(print name)
Architect or Engineer

SCHEDULE 'G'

CERTIFICATE OF ARCHITECT OR ENGINEER
(under clause 8 (1) (e) or (h) of the Condominium Act, 1998)

I certify that: **Aurora Lewis Honey Phase 2**

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 which ever boxes are applicable)

1. o ~~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. o ~~Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.~~

3. o ~~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. o ~~All underground garages have walls and floor assemblies in place.~~

OR

o ~~There are no underground garages.~~

5. o ~~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

o ~~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. o ~~All installations with respect to the provision of water and sewage services are in place.~~

7. X All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.

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

OR

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

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

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

OR

o ~~There are no indoor or outdoor swimming pools.~~

11. o ~~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 24 day of July, 2014

_____
(signature)

D BUCHAN
_____
(print name)
Architect or Engineer

Properties

PIN 29790 - 0001 LT

Description UNIT 1, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0002 LT

Description UNIT 2, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0003 LT

Description UNIT 3, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0004 LT

Description UNIT 4, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0005 LT

Description UNIT 5, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0006 LT

Description UNIT 6, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0007 LT

Description UNIT 7, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

'dress AURORA

PIN 29790 - 0008 LT

Description UNIT 8, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0009 LT

Description UNIT 9, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0010 LT

Description UNIT 10, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

V 29790 - 0011 LT

Description UNIT 11, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

Properties

PIN 29790 - 0012 LT

Description UNIT 12, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0013 LT

Description UNIT 13, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0014 LT

Description UNIT 14, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0015 LT

Description UNIT 15, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0016 LT

Description UNIT 16, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0017 LT

Description UNIT 17, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0018 LT

Description UNIT 18, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0019 LT

Description UNIT 19, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0020 LT

Description UNIT 20, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0021 LT

Description UNIT 21, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0022 LT

Description UNIT 22, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

Properties

PIN 29790 - 0023 LT

Description UNIT 23, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0024 LT

Description UNIT 24, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0025 LT

Description UNIT 25, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0026 LT

Description UNIT 26, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0027 LT

Description UNIT 27, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0028 LT

Description UNIT 28, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0029 LT

Description UNIT 29, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0030 LT

Description UNIT 30, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0031 LT

Description UNIT 31, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0032 LT

Description UNIT 1, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0033 LT

Description UNIT 2, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

Properties

PIN	29790 - 0034 LT
Description	UNIT 3, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA
PIN	29790 - 0035 LT
Description	UNIT 4, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA
PIN	29790 - 0036 LT
Description	UNIT 5, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA
PIN	29790 - 0037 LT
Description	UNIT 6, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA
PIN	29790 - 0038 LT
Description	UNIT 7, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA
PIN	29790 - 0039 LT
Description	UNIT 8, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA
PIN	29790 - 0040 LT
Description	UNIT 9, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA
PIN	29790 - 0041 LT
Description	UNIT 10, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA
PIN	29790 - 0042 LT
Description	UNIT 11, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA
PIN	29790 - 0043 LT
Description	UNIT 12, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA
PIN	29790 - 0044 LT
Description	UNIT 13, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA

Properties

PIN	29790 - 0045 LT
Description	UNIT 14, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA
PIN	29790 - 0046 LT
Description	UNIT 15, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA
PIN	29790 - 0047 LT
Description	UNIT 16, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA
PIN	29790 - 0048 LT
Description	UNIT 17, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA
PIN	29790 - 0049 LT
Description	UNIT 18, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA
PIN	29790 - 0050 LT
Description	UNIT 19, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA
PIN	29790 - 0051 LT
Description	UNIT 20, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA
PIN	29790 - 0052 LT
Description	UNIT 21, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA
PIN	29790 - 0053 LT
Description	UNIT 22, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA
PIN	29790 - 0054 LT
Description	UNIT 23, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA
PIN	29790 - 0055 LT
Description	UNIT 24, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA

Properties

PIN 29790 - 0056 LT

Description UNIT 25, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0057 LT

Description UNIT 26, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0058 LT

Description UNIT 27, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0059 LT

Description UNIT 28, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0060 LT

Description UNIT 29, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0061 LT

Description UNIT 30, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0062 LT

Description UNIT 31, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0063 LT

Description UNIT 32, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0064 LT

Description UNIT 33, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0065 LT

Description UNIT 34, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0066 LT

Description UNIT 35, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

Properties

PIN 29790 - 0067 LT

Description UNIT 36, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0068 LT

Description UNIT 37, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0069 LT

Description UNIT 38, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0070 LT

Description UNIT 39, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0071 LT

Description UNIT 40, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0072 LT

Description UNIT 41, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0073 LT

Description UNIT 42, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0074 LT

Description UNIT 43, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0075 LT

Description UNIT 44, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0076 LT

Description UNIT 45, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0077 LT

Description UNIT 46, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

Properties

PIN 29790 - 0078 LT

Description UNIT 47, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0079 LT

Description UNIT 48, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0080 LT

Description UNIT 49, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0081 LT

Description UNIT 50, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0082 LT

Description UNIT 51, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0083 LT

Description UNIT 52, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0084 LT

Description UNIT 53, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0085 LT

Description UNIT 54, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0086 LT

Description UNIT 55, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0087 LT

Description UNIT 56, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

PIN 29790 - 0088 LT

Description UNIT 57, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA

Address AURORA

Properties

PIN	29790 - 0089 LT
Description	UNIT 58, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA
PIN	29790 - 0090 LT
Description	UNIT 59, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA
PIN	29790 - 0091 LT
Description	UNIT 60, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA
PIN	29790 - 0092 LT
Description	UNIT 61, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA
PIN	29790 - 0093 LT
Description	UNIT 62, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1259 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2164550; TOWN OF AURORA
Address	AURORA

Applicant(s)

Name	YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259
Address for Service	20 Queen Street West, Suite 3400 Toronto, Ontario M5H 3R3

York Region Standard Condominium Corporation No. 1259 hereby certifies that by-law number 1 attached hereto See Schedules is a true copy of the by-law. The by-law was made in accordance with the Condominium Act. The owners of a majority of the units of the corporation have voted in favour of confirming the by-law.

I, Judy Lem, Secretary, have the authority to bind the corporation.

Signed By

Lidia Mansour	7501 Keele Street, Ste. 200 Concord L4K 1Y2	acting for Applicant(s)	Signed	2014 08 08

Tel 905-760-2600

Fax 905-760-2900

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

Submitted By

BRATTYS LLP	7501 Keele Street, Ste. 200 Concord L4K 1Y2	2014 08 08

Tel 905-760-2600

Fax 905-760-2900

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number

Applicant Client File Number : 206496/LM

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259

BY-LAW NO. 1

Be it enacted as a by-law of **YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259** (hereinafter referred to as "the Corporation" or "this Corporation" as follows:

ARTICLE I

DEFINITIONS

The terms used herein and, in particular, the capitalized terms used herein shall have ascribed to them the definitions contained in the Condominium Act, 1998, S.O. 1998, Chapter 19, as amended, and the Regulations made thereunder (all of which are hereinafter referred to as the "Act"), and the declaration of the Corporation.

ARTICLE II

SEAL

The corporate seal of the Corporation shall be in the form impressed hereon.

ARTICLE III

REGISTER

The Corporation shall maintain a record (hereinafter called the "Register") which shall note the name and address for service of the owner and mortgagee of each unit who has notified the Corporation of his entitlement to vote. The owner's address for service shall be the address shown for his unit and the mortgagee's address for service shall be the address shown for him on his mortgage registered in the Land Titles Office, unless the Corporation is given notice of a different address by such owner or mortgagee.

ARTICLE IV

MEETING OF MEMBERS

1. Annual General Meetings: The annual general meeting of the owners shall be held at such place within the Town of Aurora, and at such time and on such day in each year as the board of directors of the Corporation (hereinafter called the "board") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the by-laws of the Corporation to be laid before the owners at an annual general meeting, and for the purposes of electing directors, confirming by-laws passed by directors, appointing an auditor and fixing or authorizing the board to fix his remuneration, and for the transaction of such other business as may be properly brought before the meeting. The board shall lay before each annual general meeting of owners a financial statement made in accordance with generally accepted accounting principles, as well as the report of the auditor to the owners, and such further information respecting the financial position of the Corporation as the by-laws may require. The board shall hold an annual general meeting not more than 3 months after the registration of the declaration and description and subsequently within 6 months of the end of each fiscal year of the Corporation.

2. The First Meeting: The first annual general meeting shall be held not more than 3 months after the registration of the declaration and description. The owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual general meeting, and if the owners fail to do so, the board shall forthwith make such appointment. The remuneration of an auditor so appointed shall be fixed by the owners, or by the board if authorized to do so by the owners, but the remuneration of an auditor appointed by the board shall be fixed by the board. The Corporation shall then give notice in writing to an auditor of his appointment forthwith after such appointment is made.

3. Interim Meeting of the First Board: The first board as appointed by the declarant shall call and hold a meeting of owners by the later of 30 days after the day on which the declarant has transferred 20% of the units and 90 days after the day on which the declarant transfers the first unit in the Corporation. At such interim meeting, the owners other than the declarant may elect 2 directors to the first board to hold office in addition to the directors appointed by the declarant even if the addition of an elected director results in more directors on the board than the declaration allows. The quorum for such interim meeting shall be constituted when 25% of the units in the Corporation not owned by the declarant are present at the meeting or represented by proxy. Such a meeting is not required to be called if by the day set for the meeting, the declarant no longer owns a majority of the units and advises the board in writing of that fact.

4. Turnover Meeting: The board, elected or appointed at a time when the declarant owns a majority of the units, shall, not more than twenty-one days after the declarant ceases to be the registered owner of a majority of the units, call a meeting of the owners to elect a new board, and such meeting shall be held within 21 days after the calling of the meeting (the "turnover meeting"). If the turnover meeting is not called within such time, any owner or any mortgagee entitled to vote may call the meeting. At this meeting, the declarant or its agents shall give to the new board elected at that meeting the seal of the Corporation and all the books, documents, agreements, plans, warranties, financial records, and all other information required to be transferred pursuant to Section 43 of the Act. Furthermore, within 60 days after the turnover meeting, the declarant shall give the board an audited financial statement prepared as at the date of such meeting.

5. Special Meetings: The board may at any time call a meeting of the owners of the Corporation for the transaction of any business, the nature of which shall be specified in the notice calling the meeting. The board shall, upon receipt of a requisition in writing made by owners who together own at least 15% of the units, are listed in the record maintained by the Corporation under s.47(2) of the Act and are entitled to vote, call and hold a meeting of the owners within 35 days of receiving the requisition or add the business to be transacted to the agenda of the next annual general meeting if the requisitionists request or consent. If such meeting is not called and held, any of the requisitionists may call the meeting; and in such case, the meeting shall be held within 45 days of the day on which the meeting is called, and the Corporation shall, upon request by the requisitionist who called the meeting, reimburse the such requisitionist for the reasonable costs incurred in calling the meeting. If the nature of business to be presented at the meeting includes the removal of one or more of the directors, the requisition shall state, for each director proposed to be removed, the name of the director, the reasons for removal and whether the director occupies a position on the board that under subsection 51(6) of the Act is reserved for voting by owners of owner-occupied units.

6. Notices: Notice of the time, place, and date of the turnover meeting, and each annual general or special meeting, shall be served on an owner not less than 15 days before the day on which the meeting is to be held, to each owner who has notified the Corporation in writing of the owner's name and address for service and whose name appeared on the record at least 20 days before the date of such meeting, and served on each mortgagee of a unit who under the terms of the mortgage has the right to vote at a meeting of the owners in place of the unit owner and has notified the Corporation in writing of the right and the mortgagee's name and address. Each notice of meeting, as hereinbefore required, shall be in writing and have the content required by subsection 47(9) of the Act and shall be served in accordance with subsections 47(7) and (8) of the Act, as the case may be.

7. Reports and Financial Statements: The corporation shall attach to the notice of the annual general meeting a copy of the financial statements and auditor's report. A copy of the minutes of the meeting of owners and of the board shall, within 10 days of such meeting, be furnished to each mortgagee who has, in writing, requested same.

8. Persons entitled to be present: The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the register, the auditor of the Corporation, the directors and officers of the Corporation, others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of a majority of those present at the meeting.

9. Quorum: At any meeting of owners other than the interim meeting referred to in paragraph 3 above, a quorum shall be constituted when persons entitled to vote and owning not less than 25% of the units are present in person or represented by proxy at such meeting. If 30 minutes after the time appointed for the holding of any meeting of owners has elapsed and a quorum is not present, the meeting shall be dissolved and shall stand adjourned. Notice of the time, day and place of the reconvening of such adjourned meeting shall be given not less than 10 days prior to the reconvening of such meeting. For the interim meeting referred to in paragraph 3 above, the quorum shall be constituted when 25% of the units in the Corporation not owned by the declarant are present at the meeting or represented by proxy.

10. Right to vote: At each meeting of owners, and subject to the restrictions in Section 14 of this Article, every owner of a unit shall be entitled to vote, if he is entitled to receive notice of the meeting and is otherwise entitled to vote at the meeting. A mortgagee entitled to receive notice of a meeting of owners has the right to vote at a meeting in the place of the unit owner or exercise the right, if any, of the unit owner to consent in writing if the mortgagee gives notice to the corporation at least 4 days before the date of the meeting of the mortgagee's intention to exercise the right. If there is more than one mortgagee entitled to vote in respect of one unit, the mortgagee who has priority shall be entitled to vote in respect of the unit, and if that mortgagee fails to exercise the right then the mortgagee who is next in priority may exercise the right. If none of the mortgagees who have the right to vote exercises the right, then the unit owner has the right to vote at a meeting of the owners subject to subsection 51(1) of the Act or to consent in writing. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such

evidence as he may deem sufficient. The vote of each such owner or mortgagee shall be on the basis of one vote per unit, and where two or more persons entitled to vote in respect of one unit are evenly divided on how to exercise their vote, the vote in respect of that unit shall not be counted.

11. Method of voting: At any annual general, special or turnover meeting, any question shall be decided by a show of hands or on a recorded vote, which may be requested by a person entitled to attend such meeting as aforesaid either before or promptly after the vote. Unless a recorded vote is so requested, a declaration by the Chairman that such question has by the show of hands been carried is prima facie proof of the fact, without proof of the number of votes recorded in favour of, or against, any such question. A demand for a recorded vote once given, may be withdrawn. Notwithstanding the above, the voting for the election of directors shall be by recorded vote only.

12. Representatives: An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity any person duly appointed as proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation and may exercise the owner's vote in the same manner and to the same extent as such owner. Should there be more than one executor, administrator, committee, guardian or trustee, the provisions of Section 14 of this Article shall apply.

13. Proxies: Every owner or mortgagee entitled to vote at meetings of owners, may, by instrument in writing, appoint a proxy for a particular meeting of owners, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent, and with the same powers as if the owner or mortgagee were present himself. The instrument appointing a proxy shall be in writing signed by the appointer or his attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority. An instrument appointing a proxy for the election or removal of a director at a meeting of owners shall state the name of the directors for and against whom the proxy is to vote.

14. Co-owners: If two or more persons own a unit, or own a mortgage in respect of which a right to vote is exercisable, any one of the owners or mortgagees, as the case may be, may in the absence of the other owner(s) or mortgagee(s) vote, but if more than one of them are present or are represented by proxy, they shall vote in agreement with each other, or by majority of those entitled to vote in respect of the unit, failing which the vote for such unit shall not be counted.

15. Votes to govern: At all meetings of owners every question shall, unless otherwise required by the Act, the declaration or the by-laws, be decided by the majority of the votes cast on the question, as set out in Section 10 of this Article.

16. Entitlement to Vote: Except where, under the Act or the by-laws of the Corporation, the unanimous vote of all owners is required, an owner is not entitled to vote at any meeting if any common expense or other monetary contribution payable in respect of his unit are in arrears for 30 days or more prior to the meeting. However, any owner not entitled to vote as aforesaid, may vote if the Corporation receives payment of the arrears with respect of the owner's unit before the meeting is held.

ARTICLE V

Corporation

1. Duties of the Corporation: The duties of the Corporation shall include, but shall not be limited to the following:

a) controlling, managing and administering the common elements and the assets of the Corporation;

b) operating and maintaining the common elements and assets of the Corporation in a fit and proper condition including, without limiting the generality of the foregoing, the following;

(i) attending to the payment of the Corporation's proportionate share of the shared facilities costs pursuant to the provisions of the declaration; and

(ii) complying with the provisions of the Cost Sharing Agreement entered into by the Corporation and the Adjacent Corporation, with the declarant entering into such agreement on behalf of itself and any such entity not yet registered as a condominium corporation;

c) collecting the common expenses assessed against the owners;

d) arranging for the supply of utilities and services to the common elements and the units including, without limitation, heat, hydro, water, telecommunication services and cable services, if required, except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any apparatus or equipment used in effecting the supply of such heat, hydro, water, telecommunication services and cable services at any time becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have reasonable time within which to repair or replace such apparatus and the Corporation shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reasons of the breach of such duty;

e) obtaining and maintaining such insurance as may be required by the Act, the declaration or the by laws;

f) repairing after damage and restoring the units and the common elements in accordance with the provisions of the Act, the declaration and the by laws;

g) obtaining and maintaining fidelity bonds where obtainable in such amounts as the board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation declaration;

h) causing audits to be made after every year-end and making financial statements available to the owners and mortgagees in accordance with the Act and the by-laws;

i) effecting compliance by the owners with the Act, the declaration, the by-laws, and the rules;

j) pursuant to s.76(1) of the Act, providing a status certificate in the prescribed form, and such statements and information as may be prescribed by the Act and the Corporation shall be entitled to a fee (up to the maximum prescribed by the Act) for providing same, and a duplicate thereof shall be provided without additional charge if requested, provided that the Corporation shall provide the declarant with such certificate, statements and information in connection with a sale or mortgage of a unit without any charge or fee whatsoever.

k) pursuant to s. 93 of the Act, establishing and maintaining one or more reserve funds for the purpose of major repair and replacement of the common elements and assets of the Corporation, and pursuant to s. 94 of the Act, conducting periodic studies to determine whether the amount of money in the reserve fund and the amount of contributions collected by the Corporation are adequate to provide for the expected costs of major repair and replacement of the common elements and assets of the Corporation.

l) pursuant to s. 44 of the Act, retaining a person who holds a certificate of authorization within the meaning of the *Professional Engineers Act* or a certificate of practice within the meaning of the *Architects Act* to conduct a performance audit of the common elements described in the description on behalf of the Corporation no earlier than six months, and no later than 10 months, following the registration of the declaration and description.

m) subject to any agreement entered into between the Corporation and the Declarant limiting the Corporation's rights against the Declarant to those rights that are specifically granted to the Corporation under the Act or the Ontario New Home Warranties Plan Act, 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.

Any of the foregoing prescribed duties shall be limited in their application by any contrary provision contained in the declaration.

2. Powers of the Corporation: The powers of the Corporation shall include, but shall not be limited to, the following:

a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;

b) adoption and amendment of the rules concerning the operation and use of the property;

c) employing a manager at the compensation to be determined by the board, to perform such duties and services as the board shall authorize;

d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the board, and in such manner as the board may deem appropriate;

e) investing the monies held in the reserve fund or funds by the Corporation, provided that such investment shall be those permitted by the Act;

f) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;

g) to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or insure the due and continued operation of the property in accordance with the declaration and by-laws of the Corporation, and to secure any such loan by mortgage, pledge or charge of any assets owned by the Corporation and to add the repayment of such loan to the common expenses, each such borrowing or loan which exceeds an amount equal to one month's common expenses being subject to approval by the unit owners at a meeting duly called for the purpose;

h) to retain any securities or other real or personal property received by the Corporation, whether or not the same is authorized by any law, present or future, for the investment of trust funds;

i) subject to the provisions of the declaration to the contrary, to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as the board in its sole discretion deems advisable, and to do all things and execute all documents required to give effect to the foregoing;

j) to lease, or to grant or transfer an easement or license through, over, upon or under any part or parts of the common elements, by way of a special by-law, except those parts of the common elements over which any owner has the exclusive use.

ARTICLE VI

BOARD OF DIRECTORS

1. The affairs of the Corporation shall be managed by the board.

2. Number and Quorum: Until amended by by-law, the number of directors shall be 3 of whom 2 shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

3. Qualifications: Each director shall be 18 or more years of age, shall not be an undischarged bankrupt or incapable of managing property within the meaning of the *Substitute Decisions Act, 1992* and need not be an owner of a unit in the Corporation. If a director becomes bankrupt or incapable of managing property within the meaning of the *Substitute Decisions Act, 1992* or a certificate of lien is registered under subsection 85(2) of the Act against his Unit and not discharged under subsection 85(7) of the Act within 90 days, he shall thereupon cease to be a director.

4. Election and Term: The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the first meeting of the owners held to elect directors, 1 director(s) shall be elected to hold office for a term of 1 year; 1 director(s) shall be elected to hold office for a term of 2 years; and 1 director elected to the position of Director of Owner Occupied Units, as defined in Article VI, Section 15 hereof, shall be elected to hold office for a term of 3 years. Such directors may, however, continue to act until their successors are elected. If more than 1 of such directors whose terms are not of equal duration shall resign from the board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the director(s) receiving the greater votes shall complete the longest remaining terms of the resigning directors subject to Article VI Section 15 below. At each annual general meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of 3 years.

5. Removal of Directors: A director may be removed before the expiration of his term by a vote of owners who together own a majority of units, and the owners may elect at any annual general or special meeting any qualified person in the place of any director who has been so removed, or who has died or resigned, for the remainder of his term.

6. Filling of Vacancies: If a vacancy in the membership of the board occurs, other than by way of removal by a vote of owners or as a result of the number of directors being increased, the majority of the remaining members of the board may appoint any qualified person to be a member of the board to fill such vacancy until the next annual general meeting, at which time the vacancy shall be filled by election by the owners. However, if a vacancy arises and there is not a quorum of directors in office, the directors then in office shall forthwith call a meeting of owners to fill all the vacancies, and in default thereof, or if there are no directors in office, the meeting may be called by any owner.

7. Calling of Meetings of the Board of Directors: Meetings of the board shall be held from time to time at such place and at such time and on such day as the President and Vice-President (who is a director), or any two directors, may determine; and the Secretary shall call meetings when directly authorized by the President and by the Vice-President (who is a director), or by any two directors. In addition to any other provision in the by-laws, a quorum of directors may at any time, call a meeting of the directors for the transaction of any business. Unless otherwise provided in the by-laws, notice of any meeting so called shall be given personally, by prepaid mail or by telegraph to each director not less than ten (10) days before the time when the meeting is to be held and shall state the time and place of the meeting and the general nature of the business to be discussed at the meeting, save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting or if those absent have waived notice of the meeting or otherwise signified in writing their consent to the holding of such meeting.

8. Regular Meetings: The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing a place and time of regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

9. Meeting by Teleconference: A meeting of the directors may be held by teleconference or another form of communications system that allows the directors to participate concurrently if all of the directors consent to the means used.

10. First Meeting of New Board: The board may, without notice, hold its first meeting for the purpose of organization, and for the election and appointment of officers, immediately following the meeting of the owners at which the directors of the board were elected, provided a quorum of directors is present.

11. Disclosure by Directors of Interest in Contracts: Every director of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party, shall disclose in writing to the Corporation the nature and extent of the interest in such contract or transaction. The disclosure shall be made at the meeting of the board, and entered in the minutes of the meeting, at which the contract or transaction is first considered, or at the first such meeting that the interested director attends, or if the director becomes interested after the contract or transaction is entered into at the next meeting of directors. Subject to the Act, such director shall refrain from voting and shall not, in respect of such contract or transaction, be counted in the quorum and shall not be present during the discussion at the meeting. A general notice to the board by a director declaring that he is a director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of his interest in relation to any contract so made. If a director has made a declaration or disclosure of his interest, and has not voted in respect of the contract or transaction, then such director, if he was acting honestly and in good faith at the time the contract or transaction was entered into, is not, by reason only of his holding the office of director, accountable to the Corporation or to its owners for any profit or gain realized from the contract or transaction, and such contract or transaction is not voidable by reason only of the director's interest therein. In respect of any contract or transaction involving the purchase or sale of real or personal property by the Corporation that the seller acquired within 5 years before the date of the contract or transaction or the proposed contract or transaction, the director shall disclose the cost of the property to the seller, to the extent which such information is within the director's knowledge or control.

12. Standard of Care: Every director and officer shall exercise the powers and discharge the duties of his office honestly and in good faith, and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

13. Protection of Directors and Officers: No director or officer shall be liable for the acts, neglect or default of any other director or officer, or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by resolution or order of the board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the

monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by an error of judgment or oversight on his part, or for any other loss, damage or misfortune which might happen in the execution of the duties of his office or in relation thereto, unless the same shall happen through his own dishonest or fraudulent act or acts.

14. Indemnity of Directors and Officers: Every director or officer of the Corporation and their respective heirs, executors, administrators, estate trustees and other legal representatives and successors, shall at all times be indemnified and saved harmless by the Corporation from and against:

a) all costs, expenses, charges, damages and liabilities which such director or officer suffers, sustains or incurs in respect of any action, suit or proceedings that is brought, commenced or prosecuted against him for or in respect of anything done, omitted to do or permitted to be done by him in connection with the execution of the duties of his office (hereinafter collectively referred to as the "Liabilities"); and

b) all other costs, charges and expenses which such director or officer properly sustains or incurs in relation to the affairs of the Corporation;

unless the Act or the by-laws of the Corporation otherwise provide. The Corporation shall, not later than one (1) week after the turn-over meeting, use its best efforts to purchase and maintain insurance for the benefit of every director or officer in order to indemnify them against the Liabilities, provided that such insurance shall not indemnify any officer or director against the Liabilities if same were incurred by such officer or director as a result of a contravention of Section 37(1) of the Act.

15. Director of Owner Occupied Units: Provided at least 15% of the units are owner occupied units on or after the time at which the board is required to call the turnover meeting, the owners shall elect one director to a position reserved for a director elected solely by the owners of owner occupied units (the "Director of Owner Occupied Units") as required by section 51(6) of the Act. Only owners of units that are owner occupied shall be entitled to vote for the position of Director of Owner Occupied Units. If a vacancy of the position of Director of Owner Occupied Units arises, then the owners of units that are owner occupied shall elect a director to fill the vacancy for the remainder of the term. Any notice of meeting in relation to the election of directors shall state that one position on the board is reserved for voting by owners of owner occupied units and indicate the persons, if any, which have notified the board in writing as of the day before the notice is sent that they intend to be candidates for the Director of Owner Occupied Units position.

ARTICLE VII

OFFICERS

1. Elected Officers: At the first meeting of the board and after each election of directors, the board shall elect from among its members a President and a Secretary. In default of such election, the then incumbent, if a member of the board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office may be filled by the board from among its members.

2. Appointed Officers: From time to time the board may appoint one or more Vice-Presidents, a General Manager, a Treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the board. One person may hold more than one office and if the same person holds both the office of Secretary and the office of Treasurer he may be known as Secretary-Treasurer.

3. Term of Office: Subject to the provisions of any written agreement to the contrary, the board may remove at its pleasure any officer of the Corporation.

4. President: The President shall, when present, preside at all meetings of the owners and of the board, and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.

5. Vice-President: During the absence of the President his duties may be performed and his powers may be exercised by the Vice-President, or if there are more than one, by the Vice-Presidents in order of seniority (as determined by the board), save that no Vice-President shall preside at a meeting of the board or at a meeting of owners who is not qualified to attend the meeting as a director or owner, as the case may be. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the board may prescribe from time to time.

6. General Manager: The General Manager, if one be appointed, shall be responsible for the general management and direction of the Corporation's business affairs, subject to the overriding authority of the board and the supervision of the President, and shall have the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the board, and to settle the terms of their employment and remuneration.

7. Secretary: The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all others entitled thereto. He shall attend all meetings of the directors and of the owners and shall enter or cause to be entered in the books kept for that purpose, minutes of all proceedings at such meetings. He shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he shall perform such other duties as may from time to time be prescribed by the board.

8. Treasurer: The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and, under the direction of the board, he shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation. He shall render to the board at any meeting thereof, or whenever required of him, an account of all his transactions as Treasurer and of the financial position of the Corporation, and he shall perform such other duties as may from time to time be prescribed by the board. The offices of Secretary and Treasurer may be combined.

9. Other Officers: The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the board requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.

10. Agents and Attorneys: The board may have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as the board, in its sole discretion, may think fit.

11. Disclosure by Officers of Interest in Contracts: Every officer of the Corporation who is not a director and has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party, shall disclose in writing to the Corporation the nature and extent of the interest in such contract or transaction. The disclosure shall be made at the first meeting of the board, and entered in the minutes of the meeting, at which the contract or transaction is first considered, or if the officer becomes interested after the contract or transaction is entered into at the next meeting of directors. A general notice to the board by a director declaring that he is a director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of his interest in relation to any contract so made. If an officer has made a declaration or disclosure of his interest, then such officer, if he was acting honestly and in good faith at the time the contract or transaction was entered into, is not, by reason only of his holding the office of officer, accountable to the Corporation or to its owners for any profit or gain realized from the contract or transaction, and such contract or transaction is not voidable by reason only of the officer's interest therein. In respect of any contract or transaction involving the purchase or sale of real or personal property by the Corporation that the seller acquired within 5 years before the date of the contract or transaction or the proposed contract or transaction, the officer shall disclose the cost of the property to the seller, to the extent which such information is within the officer's knowledge or control.

ARTICLE VIII

BANKING ARRANGEMENTS & CONTRACTS

1. Banking Arrangements: The banking business of the Corporation or any part thereof shall be transacted with such bank located in Ontario listed under Schedule I or II to the Bank Act (Canada) or trust company authorized by law to receive money on deposit as the board may designate, appoint or authorize from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by such one or more officers or other persons as the board may designate, direct or authorize from time to time by resolution, and to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties hereto; and the authorizing of any officer of such bank to do any act or thing on the Corporation's behalf to facilitate such banking business.

2. Execution of Documents: Subject to the provisions of the Act, deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President together with the Secretary or any other director. Any contract or obligation within the scope of any

management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained in the by-laws of the Corporation the board may, subject to the provisions of the Act, at any time and from time to time direct the manner in which, and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfer, contract or obligations of the Corporation may or shall be signed.

3. Execution of the Status Certificate: Certificates provided pursuant to Section 76(1) of the Act may be signed by any officer or any director of the Corporation, provided that the board may, by resolution, direct the manner in which, and the person(s) by whom, such certificates may or shall be signed.

ARTICLE IX

FINANCIAL

Until otherwise ordered by the board, the financial year of the Corporation shall end on the 31st day of December in each year or on such other day as the board by resolution may determine.

ARTICLE X

NOTICE

1. Method of giving notice: Except as otherwise specifically provided in the Act, the declaration, or the by-laws, any notice, communication or other document, including budgets and notices of assessment required to be given or served shall be sufficiently given, if given in accordance with the following:

a) to an owner, by giving same to him, or to any director or officer of the owner, either personally or by ordinary mail, postage prepaid, addressed to him at the address for service given by such owner for the Corporation's register, or if no such address has been given, then to such owner at his respective unit;

b) to a mortgagee who has notified the Corporation of his interest in any unit, by giving same to him, or to any officer or director of such mortgagee, either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation; and

c) to the Corporation, by giving same personally to any director or officer of the Corporation, or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service as set out in the declaration, or as changed in accordance with the requirements of the Act.

2. If any 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.

3. Omissions and Errors: Except as provided in the Act, 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 of owners or directors held pursuant to such notice or otherwise founded thereon.

ARTICLE XI

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

1. Duties of the Board Re Common Expenses: The common expenses as provided for in the Act and in the declaration, shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute thereto pursuant to the provisions of Schedule "D" of the declaration. The board shall, from time to time, and at least once annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The board shall allocate and assess such common expenses as set out in the budget for such period, among the owners, according to the proportions in which they are required to contribute to same, and such common expenses shall be payable monthly on the first day of each month during the fiscal year.

2. Duties of the Board Re Reserve Fund: In addition to the foregoing, the board shall, subject to the provisions of the declaration which may qualify or limit such obligation, make provision for the reserve fund in the annual budget, for major repair and replacement of common elements and assets of the Corporation. The Corporation shall establish and maintain this reserve fund, and shall collect from the owners as part of their contribution towards the common expenses, amounts that the board determines

sufficient for such major repair and replacement, calculated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of the Corporation. Moreover, the Corporation shall conduct periodic studies to determine whether the amount of money in the reserve fund and the amount of contributions collected by the Corporation are adequate to provide for the expected costs of major repair and replacement of the common elements and assets of the Corporation in accordance with s. 94 of the Act.

3. Notice of Common Expenses to Owners: The board shall advise each owner promptly in writing of the total amount of common expenses payable by each owner respectively, and shall give copies of all budgets on which such common expenses are based to all owners and mortgagees entered on the register, in accordance with the by-laws of the Corporation.

4. Owner's obligations: Each owner shall be obliged to pay to the Corporation, or as it may direct, the amount of common expenses assessed against each owner, in equal monthly payments on the first day of each and every month for the 12-month period or other period of time to which such assessment is applicable, until such time as a new assessment is given to such owner. If the board so directs, each owner shall forward to the Corporation forthwith a series of twelve post-dated cheques covering the monthly common expense payments payable during the period to which such assessment relates. Alternately, the Corporation may require the owner to establish a pre-authorized debit whereby the Corporation or the property manager shall debit from the owner's account, the monthly common expense contribution. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any rules and regulations of the Corporation in force from time to time by any unit owner, or by members of his family and/or their invitees or licensees, shall be borne and/or paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses.

5. Extraordinary Expenditures: Extraordinary expenditures not contemplated in the foregoing budget, for which the board shall not have sufficient funds, and funds required to establish reserves for contingencies and deficits, may be assessed at any time during the year in addition to the annual assessment, by the board serving notice(s) of such further assessment(s) on all owners. The notice shall include a written statement setting out the reasons for the extraordinary assessment, and each owner's proportionate share of the extraordinary assessment shall be payable by each owner within 10 days from the date of receipt of such notice, or within such further period of time and in such instalments as the board may otherwise determine.

6. Conveyance of unit: No owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to a transfer by him of such unit but payable by him subsequent thereto, provided that he first gives notice of such assessment to the transferee of such unit.

7. Default in payment of assessment:

a) Arrears of payments required to be made under the provisions of this Article XI 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, and shall be compounded monthly until paid and shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act.

b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of a common expense assessment levied against him, for a period of 15 days, the board may bring legal action for or on behalf of the Corporation to enforce collection thereof, and there shall be added to any amount found due, all costs of such action, including costs as between a solicitor and his own client.

ARTICLE XII

DEFAULT

1. Notice of Unpaid Common Expenses: The board whenever so requested in writing by an owner or mortgagee entered on the register, shall promptly report to such owner or mortgagee any unpaid common expenses due from, or any other default by, any owner and any other moneys claimed by the Corporation against any owner which are 30 days past due.

2. Notice of Default: The board, when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each registered mortgagee of such unit who has requested that such notices be sent to him.

3. Notice of Lien: Where a lien for arrears of common expenses arises in favour of the Corporation pursuant to s.85(1) of the Act, the Corporation shall, on or before the day a notice of lien is registered, give notice of the lien to every encumbrancer whose encumbrance is registered against the title of the unit, by personal service of the notice or by sending the notice by registered prepaid post addressed to the encumbrancer at his last known address.

ARTICLE XIII

SHARED FACILITIES COMMITTEE

1. Definitions: For the purposes of the by-laws and rules of the Corporation, the capitalized terms used herein shall have the meanings ascribed to them in the Declaration and in particular the terms "Adjacent Condominium Corporation", "Adjacent Condominium", "Corporation", the "Two Corporations", the "Shared Facilities and Servicing Systems" shall have the meanings ascribed to them in the Declaration.

2. a) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, the control over the use and maintenance of the Shared Facilities and Servicing Systems shall be governed by the Declarant until the earlier of:

(i) the date upon which both this Corporation and the Adjacent Condominium Corporation have been created;

(ii) 6 years from the date of creation of the first of the Two Corporations; or

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

b) Until the earlier of the aforementioned dates (which earlier date is hereinbefore and hereinafter referred to as the "Transfer Date"), the Declarant shall have the unilateral right, in its sole discretion, to establish hours of use and designated areas of use in respect of the Shared Facilities and Servicing Systems and shall prepare and submit to the Corporation (not less than once annually) for incorporation as part of the latter's overall budget, a separate budget (the "Declarant's Shared Facilities and Servicing Systems Budget") outlining the costs of providing and maintaining landscaping, utility and all other services, as well as the costs of maintaining, repairing and/or replacing the Shared Facilities and Servicing Systems, of which the Corporation shall be responsible for payment of its Proportionate Share. The Corporation shall adopt and be bound by the Declarant's Shared Facilities and Servicing Systems Budget prepared by the Declarant as part of the Corporation's overall annual budget, without any qualification whatsoever, and the Corporation shall pay and be solely responsible for its Proportionate Share as aforesaid, as set forth in such Declarant's Shared Facilities and Servicing Systems Budget.

c) From and after the Transfer Date and subject to the Declarant's rights thereafter provided for in this Declaration, the use and maintenance of the Shared Facilities and Servicing Systems, as well as the preparation and submission of an annual shared facilities and servicing systems budget (the "Shared Facilities and Servicing Systems Budget") shall be governed by a committee (hereinafter referred to as the "Committee") to be established in accordance with the provisions of the Corporation's by-laws. Notwithstanding their respective Proportionate Share, each of the Two Corporations shall have equal representation on the Committee, provided that if the Adjacent Condominium Corporation is not registered by the Transfer Date as a condominium corporation, then the Declarant shall be entitled to nominate its own representatives on the Committee. As and when the Adjacent Condominium Corporation is registered, the nominees of the Declarant on the Committee, in respect of such Adjacent Condominium Corporation previously unregistered, shall resign, and be replaced by representatives of the Adjacent Condominium Corporation, nominated by its directors.

3. Shared Facilities Committee: Pursuant to the foregoing provisions, the Shared Facilities Committee shall be formed and consist of 4 members, 2 members of which shall be appointed by each of the boards of directors of the Two Corporations (or by the Declarant in respect of the Adjacent Condominium Corporation which is not then so created). At least one representative of each of the Two Corporations, or of the Declarant in respect of either of the Two Corporations which is not then created, must be present in person or by proxy to constitute a quorum at any meeting of the Shared Facilities Committee. All decisions of the Shared Facilities Committee shall be decided by a unanimous vote, and any Chairman of such Shared Facilities Committee shall not have a casting or deciding vote.

4. Duties: The Shared Facilities Committee shall, inter alia, be responsible for the following:

a) the establishment of rules of conduct and procedure with regard to the use, operation, maintenance, repair and/or replacement of the Shared Facilities;

b) the arrangement of heat, hydro, water and all other utility services, for and to the Shared Facilities and of recreational programs, equipment and staff associated with the running and safe operation of the Shared Facilities;

c) the arrangement for the provision of maintenance, repair and/or replacement of all equipment, fixtures and buildings contained within or comprising the overall Shared Facilities, as well as all requisite fire, extended perils, liability and other insurance coverage in respect of same; and

d) the preparation and submission of the Shared Facilities Budget for each of the Two Condominium Corporations not less than once annually, outlining the cost of the matters listed in sub-paragraphs (a), (b) and (c) above, together with the cost of any municipal taxes and common expense assessments pertaining to the Shared Facilities.

5. Other Provisions: The board of each of the Two Corporations shall jointly determine such other provisions relating to the conduct and operation of the Shared Facilities Committee as may be consistent with the provisions of this Article.

ARTICLE XIV

HOUSE RULES

1. Rules Governing the Use of Units and Common Elements: The board may make rules respecting the use of common elements and units, in order to promote the safety, security and welfare of the owners and of the property and assets of the Corporation, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the Corporation. Any rule made by the board shall be effective 30 days after notice thereof has been given to each owner, unless the board is in receipt of a written requisition requiring a meeting of owners to consider the rules. If such a meeting of owners is required, then the rules shall become effective only upon approval at such meeting. However, any rule or amendment that has substantially the same purpose or effect as a rule previously amended or repealed within the preceding two years is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose.

2. Compliance and Amendment of Rules: The rules shall be complied with and enforced in the same manner as the by-laws, but the owners may, at any time, amend or repeal a rule at a meeting of owners duly called for that purpose; and for greater certainty, the rules shall be observed by the owners and all residents, tenants, invitees or licensees of the units.

3. Notice of Rule: Upon making, amending or repealing a rule, the board shall give notice of it to the owners which shall include a copy of the rule as made, amended or repealed, a statement of the date that the board proposes that the rule will become effective and a statement that the owners have the right to requisition a meeting under section 46 of the Act, and the date that the rule becomes effective.

ARTICLE XV

MISCELLANEOUS

1. Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.

2. Gender: The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, wherever the context so requires.

3. Waiver: No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

4. Headings: The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience or reference only.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259 hereby enacts the foregoing by-law having been approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100% of the units pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, Chapter 19, as amended.

DATED this 7 day of August, 2014.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259

BY-LAW NO. 2

Be it enacted as a by-law of **YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259** (hereinafter referred as to the "corporation") as follows:

The Directors of the corporation may from time to time:

(a) borrow money on the credit of the corporation;

(b) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the corporation, including book debts and unpaid calls, rights, powers, franchises and undertakings, to secure any such securities or any money borrowed, or other debts, or any obligation or liability of the corporation;

(c) delegate to such one or more of the officers and directors of the corporation as may be designated by the directors all or any of the powers conferred by the foregoing clauses of this by-law to such extent and in such manner as the directors shall determine at the time of such delegation;

(d) give indemnities to any director or other person who has undertaken or is about to undertake any liability on behalf of the corporation or any corporation controlled by it, and secure any such director or other person against loss by giving him by way of security a mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the corporation;

(e) provided that any borrowing which would result in total borrowing aggregating more than FIVE THOUSAND DOLLARS ($5,000.00) shall require the approval of the owners owning a majority of the units at a duly called meeting of the owners.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259 hereby enacts the foregoing by-law having been approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100% of the units pursuant to the provisions of the Condominium Act, S.O. 1998, Chapter 19, as amended.

DATED this 7 day of August, 2014.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259

BY-LAW NO. 3

Be it enacted as a by-law of **YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259** (hereinafter referred as to the "corporation") as follows:

1. The schedule appended hereto as Schedule "A" shall constitute the standard unit for residential unit(s) for purposes of Section 99(5) of *the Condominium Act, 1998*.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259 hereby enacts the foregoing by-law having been approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100% of the units pursuant to the provisions of the Condominium Act, S.O. 1998, Chapter 19, as amended.

DATED this 7 day of August, 2014.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the corporation.

SCHEDULE "A"

STANDARD UNIT: RESIDENTIAL UNIT

For the purpose of section 99(5) of the *Condominium Act, 1998*, a standard unit for the residential units is defined below:

GENERAL	
Ceilings	8' or 9' ceilings, as per plans. Smooth paint finish to ceilings in kitchen, breakfast, bathrooms and laundry room; all other areas have sprayed stippled ceilings.
Walls	Drywall All walls are to be painted with one coat of primer and one coat of flat latex except kitchen, laundry and bathroom walls, which are painted with one coat of primer and one coat of semi-gloss.
Interior Doors	Six panel textured hollow core wood interior doors with 2-1/4" MDF casings complete with satin nickel hardware. Six Panel hollow metal door with MDF casings complete with satin nickel hardware (garage to house).
Baseboard Trim	3-1/4" MDF candle stick profile baseboards. All baseboards are to be painted with one coat of primer and one coat of semi-gloss.
Closets	Pre-finished white melamine shelving in all closets. Clear mirror closet sliders with white metal frame, where applicable.
Staircases & Railings	Staircases: painted stringers, carpeted treads and risers. 2-3/4" natural finished oak wall mounted handrail and /or natural finished railings and 1-5/16" square pickets, where applicable. Oak nosing under all railings and pickets on second and third floor.
KITCHEN	
Cabinets	PVC panels or solid wood frames with flat veneer insert panel doors.
Backsplash	Ceramic tile, where applicable. Clear mirror for model type E and EII only.
Sink	Double compartment stainless steel spillway sink with single lever faucet.
Countertop	Laminate countertops.

Exhaust Fan	Exhaust fan in kitchen over stove. Dedicated wiring for future microwave hood fan. 6" exhaust duct vented to exterior.
BATHROOM	
Cabinets	PVC panels or solid wood frames with flat veneer insert panel doors.
Toilets	6 litre single flush lever toilet.
Master Bedroom Tub	60" steel tub with integral apron complete with tile surround to underside of ceiling, where applicable. Model EII only receives a 60" acrylic soaker tub with three rows of tile above.
Secondary Bathroom Tub	60" steel tub with integral apron complete with tile surround to underside of ceiling, where applicable.
Master Bedroom Shower	Shower enclosure separate from tub complete with framed clear glass door, tiled walls, and acrylic shower base, where applicable.
Levers / Faucets	Tub: levers and faucet, polished chrome finish. Shower: levers, faucet and showerhead, polished chrome finish.
Master Bedroom and Secondary Bathroom Lavatory Fixtures	Single compartment sink with single lever faucet, polished chrome finish.
Countertops	Laminate countertops.
Miscellaneous	Pressure balance valves in all tub and shower enclosures including toe tester.
POWDER ROOMS	
Toilet	6 litre single flush lever toilet.
Lavatory Fixtures	Pedestal sink or cabinetry with laminate countertop and drop in sink, complete with single lever faucet, where applicable.
ELECTRICAL AND OTHER	
Electrical Outlets (interior and exterior)	Number conforms to Ontario Building Code and Electrical Safety Authority (ESA).
Switches/Receptacles/Covers	White Decora style switches, receptacles and covers, where applicable.
Breaker Panel	100 amp electrical service with circuit breakers and white panel.
Telephone and Cable Outlets and Wiring Note: pre-wiring at all telephone outlet locations	2 to 4 telephone and cable outlets capable of multi-line usage.

installed using CAT 5 wiring, allowing owner to convert any location to a data outlet.	All outlets to be complete with finish jacks.
Smoke Detectors	Interconnected smoke detectors (one per floor).
Carbon monoxide detector	One carbon monoxide detector on bedroom level.
Bathroom Exhaust Fans	Vented to the exterior, as per plans.
PLUMBING	
Laundry	Laundry mate connection box for easy hook up of washer with drain and shut offs. Venting sleeve for dryer vent.

NOTE:

1. The Standard Unit for the residential units shall include the boundaries as defined in Schedule "C" of the Declaration, and as set out in this Schedule. Anything not defined as part of the standard residential unit shall be deemed to be an improvement made to the unit and therefore not form part of the standard residential unit.

2. Any of the aforementioned materials, models or brands may be replaced with materials, models or brands that are of similar or better quality and finish, should the original materials, models or brands not be available for any reason. Unless specified otherwise, all materials, models or brands will be as per as-built/record specifications.

3. Should a dispute/disagreement arise over the quality and/or finish of any item listed above, the final and unfettered determination of same shall be reserved to the board of directors or the insurance trustee if one has been appointed.

4. The Standard Unit shall not include any flooring material of any sort (i.e. without limiting the generality of the foregoing, carpet, wood floor and/or tiles, and any underlying and adhesive of any sort).

5. Reference to "plans" is a reference to as-built/record specifications and the architectural plans contained in the Description registered in the Land Registry Office and/or the plans, as amended, if applicable, which were filed with the local municipality or region and approved by such local municipality or region for the construction of the condominium building(s).

6. The standard unit for each other type of unit in the condominium shall be deemed to consist of: NIL.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259

BY-LAW NO. 4

Be it enacted as a By-law of **YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259** (hereinafter referred as to the "Corporation") as follows:

1. the Corporation hereby ratifies, assumes and acknowledges the obligations of an Easement and Cost Sharing Agreement entered into by the declarant, DANIELS LR CORPORATION, on its own behalf and on behalf of the Corporation, and York Region Standard Condominium Corporation No. 1233, and registered on title as Instrument Number YR2018664 on the 15th day of August, 2013; and

2. that all terms, provisions and conditions of such Easement and Cost Sharing Agreement, including, without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified, sanctioned and confirmed.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259 hereby enacts the foregoing by-law having been duly approved by the directors of the Corporation and confirmed without variation by the Declarant which owns 100% of the units pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c.19.

DATED this 7 day of August, 2014.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation.

ASSUMPTION AGREEMENT

THIS AGREEMENT made this 7 day of August, 2014.

BETWEEN:

DANIELS LR CORPORATION
(hereinafter called "Daniels")

OF THE FIRST PART;

- and -

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259
(hereinafter called "YRSCC 1259")

OF THE SECOND PART.

WHEREAS:

(A) By an Easement and Cost Sharing Agreement (the "CSA") made between Daniels LR Corporation and York Region Standard Condominium Corporation No. 1233 with Daniels entering into such CSA on behalf of itself and YRSCC 1233 and registered as Instrument No. YR2018664 on the 15th day of August, 2013, the parties to such CSA agreed, inter alia, as to the manner in which certain costs and expenses are to be shared between the parties; and

(B) Pursuant to the provisions of the CSA, the provisions of such CSA are intended to run with the real property benefitted and burdened thereby, including the lands comprising the property described in Toronto Standard Condominium Plan No. 1259 (the "YRSCC 1259 Lands").

IN CONSIDERATION of $2.00 (the receipt and sufficiency of which is hereby acknowledged by both parties), the parties hereto covenant and agree as follows:

1. YRSCC 1259 hereby ratifies, confirms, assumes and acknowledges all terms, provisions, conditions and obligations set out in the CSA, including all those made by or on behalf of YRSCC 1259 by Daniels as the owner of the YRSCC 1259 Lands, and hereby covenants and agrees with Daniels to assume the obligations of Daniels under the CSA with respect to the YRSCC 1259 Lands and to be bound by all the provisions, obligations, covenants and agreements contained in the CSA with respect to the YRSCC 1259 Lands as if YRSCC 1259 was originally named as a party in the CSA with respect to the YRSCC 1259 Lands.

2. YRSCC 1259 covenants and agrees to indemnify and save harmless Daniels from and against such liabilities, debts and obligations of any kind and nature in respect of the obligations relating to the YRSCC 1259 Lands from and including the date that YRSCC 1259 was created pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, C. 19.

3. YRSCC 1259 covenants and agrees to forthwith execute and deliver any further documentation (including conveyances) as may be required to give effect to this Assumption Agreement.

4. This Assumption Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

DATED this 7 day of August, 2014.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the corporation.

DANIELS LR CORPORATION

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the corporation.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259

BY-LAW NO. 5

Be it enacted as a By-law of **YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259** (hereinafter referred as to the "Corporation") as follows:

1. the Corporation hereby ratifies, assumes and acknowledges the obligations of a Lighting Easement and Cost Sharing Agreement entered into by the declarant, DANIELS LR CORPORATION, on behalf of the Corporation, and Daniels CCW Corporation, and registered on title as Instrument Number YR2010751 on July 29, 2013; and

2. the executed assumption agreement attached hereto is hereby ratified, confirmed and approved by the board of directors together with any further amendments or other related documents.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259 hereby enacts the foregoing by-law having been duly approved by the directors of the Corporation and confirmed without variation by the Declarant which owns 100% of the units pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c.19.

DATED this 7 day of August, 2014.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation.

ASSUMPTION AGREEMENT

THIS AGREEMENT made this 7 day of August, 2014.

BETWEEN:

DANIELS LR CORPORATION
(hereinafter called "Daniels")

OF THE FIRST PART;

- and -

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259
(hereinafter called "YRSCC 1259")

OF THE SECOND PART.

WHEREAS:

(A) By a Lighting Easement and Cost Sharing Agreement (the "Lighting CSA") made between Daniels CCW Corporation and Daniels LR Corporation and registered as Instrument No. YR2010751 on the 29th day of July, 2013, the parties to such Lighting CSA agreed, inter alia, as to the manner in which certain costs and expenses are to be shared between the parties; and

(B) Pursuant to the provisions of the Lighting CSA, the provisions of such Lighting CSA are intended to run with the real property benefitted and burdened thereby, including the lands comprising the property described in York Region Standard Condominium Plan No. 1259 (the "YRSCC 1259 Lands").

IN CONSIDERATION of $2.00 (the receipt and sufficiency of which is hereby acknowledged by both parties), the parties hereto covenant and agree as follows:

1. YRSCC 1259 hereby ratifies, confirms, assumes and acknowledges all terms, provisions, conditions and obligations set out in the Lighting CSA, including all those made by or on behalf of YRSCC 1259 by Daniels as the owner of the YRSCC 1259 Lands, and hereby covenants and agrees with Daniels to assume the obligations of Daniels under the Lighting CSA with respect to the YRSCC 1259 Lands and to be bound by all the provisions, obligations, covenants and agreements contained in the Lighting CSA with respect to the YRSCC 1259 Lands as if YRSCC 1259 was originally named as a party in the Lighting CSA with respect to the YRSCC 1259 Lands.

2. YRSCC 1259 covenants and agrees to indemnify and save harmless Daniels from and against such liabilities, debts and obligations of any kind and nature in respect of the obligations relating to the YRSCC 1259 Lands from and including the date that YRSCC 1259 was created pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, C. 19.

3. YRSCC 1259 covenants and agrees to forthwith execute and deliver any further documentation (including conveyances) as may be required to give effect to this Assumption Agreement.

4. This Assumption Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

DATED this 7 day of August, 2014.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the corporation.

DANIELS LR CORPORATION

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the corporation.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259

BY-LAW NO. 6

Be it enacted as a By-law of **YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259** (hereinafter referred as to the "Corporation") as follows:

1. The directors of the Corporation shall cause the Corporation to enter into an Agreement with DANIELS LR CORPORATION (the "**Declarant**") that shall provide that:

   (a) the Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Condominium Act, 1998 the Ontario New Home Warranties Plan Act and by Tarion Warranty Corporation, formerly the Ontario New Home Warranty Program;

   (b) the Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient construction items and any other related matters relating to the Property, the Condominium and the Building shall be through the process established for and administered by Tarion Warranty Corporation;

   (c) the Corporation, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of all such matters;

   (d) the Corporation shall indemnify and save the Declarant harmless from and against all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of the said Agreement; and

   (e) the Agreement shall neither be terminated nor terminable by the Corporation following the turnover meeting.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259 hereby enacts the foregoing by-law having been duly approved by the directors of the Corporation and confirmed without variation by the Declarant which owns 100% of the units pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c.19.

DATED this 7 day of August, 2014.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259

RULES

The following rules shall be observed by the owners and shall be enforced under the direction and supervision of the board of directors (the "board") and the term "owner" shall include the owner or any other person occupying the unit with the owner's approval:

1. The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose family, guests, visitors, servants, or agents shall cause such damage.

2. No sign, advertisement or notice other than the usual signs offering a unit for sale or rent with dimensions not exceeding two feet by three feet shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever without the prior written consent of the board.

3. No owner shall do, or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any buildings, or on property kept therein, or obstruct or interfere with the rights of other owners or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the condominium corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.

4. Water shall not be left running unless in actual use.

5. No owner or occupant shall place, leave or permit to be placed or left in or upon the common elements including those of which he has the exclusive use, any debris, refuse or garbage, except for any area designated by the Board.

6. No noise shall be permitted to be transmitted from one Unit to another. If the Board determines that any noise is being transmitted to another Unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such Unit shall at his expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise (including reasonable solicitor's fees). For the purposes of this rule, any noise which is transmitted to another unit or the common elements and which arises in the ordinary course or usual reasonable activities of an occupant of a unit shall not be subject to this restriction.

7. No noise, caused by any instrument or other device, or otherwise, which in the opinion of the board may be calculated to disturb the comfort of the other owners, shall be permitted.

8. Smoking is prohibited within any garages.

9. No animal, livestock or fowl of any kind other than those pets defined as being the following: any combination of and not more than 2 dogs or cats or 1 of each and/or not more than 2 canaries, budgies or other small birds; or an aquarium or goldfish or tropical fish; or 1 small caged animal usually considered to be a pet shall be kept or allowed in any residential unit. No animal, which is deemed by the board of directors 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 two 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. A pet shall be kept within the residential unit.

10. The sidewalks, entry, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective units.

11. No fencing or landscaping shall be installed on any part of the common elements over which any owner has the exclusive use thereof without the prior written approval of the board and in accordance with the specific requirements of the Municipality which are to be provided by the board or manager to the unit owners from time to time.

12. No motor vehicle other than a private passenger automobile, station wagon, light duty van or light duty pick up truck shall be parked in any unit unless authorized by the board, nor shall any repairs be made to such motor vehicle in any unit or on the common elements (including any part thereof, of which any owner may have the exclusive use) and no motor vehicle shall be driven on any part of the common elements other than on a driveway or parking area designated for parking by the board. The board may from time to time designate certain areas of the common elements for the parking of recreational vehicles by the unit owners, and the terms applicable to such parking.

13. No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements other than an area designated for parking by the board. The board may, if it deems advisable, designate certain parking areas for the exclusive use of authorized visitors and handicapped persons. In such instances unit owners shall not park on such designated areas. The board may also designate the hours permitted for visitor parking and may provide for visitors parking passes. Owners are advised that the Corporation may enforce parking by-laws of the Municipality in the instances where the provisions of this paragraph are contravened.

14. No hanging or drying of clothes is allowed on any balcony, patio, terrace or exclusive use area. Balconies, patios, terraces and exclusive use areas (except for enclosed garages) shall not be used for the storage of any goods or materials. Only seasonal furniture is allowed on balconies, patios, terraces and exclusive use areas. All such items shall be safely secured in order to prevent such items from being blown off the balcony or exclusive use areas by high winds. No owner, occupant or tenant shall do or permit anything to be done on a balcony, patio, terrace or exclusive use area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by other owners, occupants or tenants.

15. No awnings or shades shall be installed over or outside of balconies, terraces and other exclusive use areas of a Unit without the prior consent of the Board. The Board shall have the right to prescribe the shape, colour and material of such awnings and shades to be installed.

16. No barbeques or other cooking devices shall be permitted on any balcony, terrace, patio or exclusive use common element area.

17. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds.

18. Any loss, cost or damages incurred by the condominium corporation by reason of a breach of any rules and regulations in force from time to time by any owner, his family, guests, servants, agents or occupants of his unit shall be borne by such owner and may be recovered by the condominium corporation against such owner in the same manner as common expenses.

THIS WARRANTY AGREEMENT made on the 7 day of August, 2014.

BETWEEN:

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259

(the "**Corporation**")

OF THE FIRST PART

AND:

DANIELS LR CORPORATION
(the "**Declarant**")

OF THE SECOND PART

WHEREAS the Declarant has created a Corporation pursuant to the Condominium Act, S.O. 1998, Chapter 19 (the "Condominium Act") by the registration of a Declaration and a Description in the Land Registry Office for the Land Titles Division of York Region (No. 65), relating to the land and any interest appurtenant to the land described in the Description located at multiple addresses on Bayview Avenue, Burton Howard Drive, Harry Penrose Avenue and Lewis Honey Drive, in the Town of Aurora (the "Property");

AND WHEREAS the Corporation has agreed to enter into an Agreement with the Declarant with respect to any outstanding, incomplete or deficient item and any other relating to the Property, the Condominium or the Building, in accordance with the terms and conditions of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the premises and the mutual covenants and agreements herein contained and other valuable consideration, the Corporation and the Declarant hereby agree as follows:

1. The Corporation shall have no rights against the Declarant beyond those that are specially granted to the Corporation under the Condominium Act or the Ontario New Home Warranties Plan Act ("ONWHPA").

2. The Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient items and any other matters relating to the Property, the Condominium and the Building shall be through the process established and administered under the ONWHPA.

3. The Corporation and the Declarant, hereby appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of all such matters as set out in paragraph 2 above.

4. The Corporation agrees to indemnify and save the Declarant harmless from and against all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of this Agreement.

5. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

6. This Agreement shall neither be terminated nor terminable by the Corporation following the turnover meeting.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the 7 day of August, 2014.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation.

DANIELS LR CORPORATION

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation.

DANIELS HOME MANAGEMENT CORPORATION

- and -

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259

MANAGEMENT AGREEMENT

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MANAGEMENT AGREEMENT

Dated the day of August, 2014.

BETWEEN:

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259

OF THE FIRST PART;

- and -

DANIELS HOME MANAGEMENT CORPORATION

OF THE SECOND PART;

In consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree each with the other as follows:

ARTICLE I - DEFINITIONS

Section 1.01 - Definitions

The parties hereto agree that when used in this Agreement or in any Schedule or Rider attached to this Agreement, the following words or expressions shall have the meanings herein set forth:

(a) "Act" means the Condominium Act, 1998, S.O. 1998, c.19, the regulations and amendments thereto;

(b) "Board" means the board of directors of the Corporation;

(c) "Budget" has the meaning ascribed thereto in Section 3.02 - (g) herein;

(d) "By-Laws" means the by-laws of the Corporation;

(e) "Consumers Price Index" means the consumers price index for the Town of Aurora;

(f) "Corporation" means York Region Standard Condominium Corporation No. 1259;

(g) "Declaration" means the declaration and description of the Corporation registered pursuant to the Act;

(h) "Manager" means Daniels Home Management Corporation;

(i) "Owners" means the owners of the Units of the Corporation;

(j) "Property" means the property and assets of the Corporation;

(k) "Rules" means the rules and regulations of the Corporation, as amended from time to time;

(l) "Status Certificate(s)" means the status certificates as defined in the Act;

(m) "Term" has the meaning ascribed thereto in Section 2.01 herein; and

(n) "Unit(s)" means the units of the Corporation.

ARTICLE II - APPOINTMENT OF MANAGER

Section 2.01 - Appointment

The Corporation hereby appoints the Manager to be its sole and exclusive representative and managing agent (subject to the overall control of the Corporation and to the specific provisions

hereof) to manage the Property for the Term, being the period of 3 years, commencing on the date of registration of the Declaration, and for the purpose thereof, in the name of the Corporation, to act on its behalf in the carrying out of the duties of the Manager as herein set out, and to enter into such contracts and agreements in the name of the Corporation as may be necessary in the performance of such duties.

Section 2.02 - Acceptance of Appointment

The Manager hereby accepts such appointment and agrees to manage the Property on behalf of the Corporation in a faithful and diligent and honest manner and subject to the direction the Board.

ARTICLE III - MANAGEMENT DUTIES

Section 3.01 - Expertise

The Manager confirms that it is familiar with the terms of the Declaration and By-laws registered pursuant to the Act and the provisions of the Act relating to the administration of the Property and the affairs of the Corporation.

Section 3.02 - Duties

The Manager in the performance of its duties hereunder shall:

(a) under the direction of the Board, enforce the terms of the Declaration, By-laws and Rules which presently exist or which may hereafter be made and notified to the Manager, in writing;

(b) forthwith communicate to all owners the text and import of any further By-laws or Rules and any other information which the Board may request that the Manager give to the Owners. The printing and mailing costs of the foregoing are to be borne by the Corporation;

(c) advise and consult with the Board with respect to any further By-laws or Rules, which in the opinion of the Manager ought to be established to further the harmonious and satisfactory operation of the Property for the common benefit of the Owners;

(d) prepare and keep current the Corporation register from information supplied by the Board, the Owners and/or mortgagees of the Units;

(e) collect and receive all monies payable by the Owners under the Declaration and By-laws, in trust for the Corporation, and deposit the same in a separate trust account to be maintained by the Manager, or as the Board shall direct. All such monies shall thereafter be held in trust by the Manager and be used to:

i) pay all accounts properly incurred by or on behalf of the Corporation;

ii) arrange and pay for insurance in accordance with the provisions of the Declaration and By-laws, in amounts directed by the Board;

iii) repair and maintain or cause to be so repaired and maintained, those parts of the Property which require repair and maintenance by the Corporation in accordance with the provisions of the Declaration and By-laws;

(f) keep accurate accounts of the financial transactions involved in the management of the Property and render to the Board monthly statements of income and expenditures with respect thereto no later than the tenth working day following the date of receipt of any bank statements showing the income or expenditure, and keep such accounts open for inspection by the Board at all reasonable times. No independent or external audit shall be required of the Manager, but the Board shall have the right to an annual external independent audit, provided the costs thereof be payable by and the employment of such auditor be by the Corporation directly and not through the Manager, and provided the external auditor is acceptable to the Manager, whose acceptance may not be unreasonably withheld. Such independent audit shall be at the office of the Manager;

(g) for the purpose of keeping the Corporation informed, the Manager shall 60 days prior to the Corporation's fiscal year end, furnish to the Corporation for its approval a Budget which shall outline the revenues which the Manager acting reasonably expects to receive and the costs, charges, outlays and expenditures which the Manager acting reasonably

considers may be made and incurred in the net ensuing calendar year. The Budget as produced by the Manager shall be approved by the Corporation with thirty (30) days after the presentation thereof by the Manager to the Corporation subject to such changes and amendments as may be agreed upon by the Corporation and the Manager. Subject to the terms of this Agreement, the Manager shall not exceed 100% of the amount provided for in the Budget for any items without the prior approval of the Corporation. It is understood and agreed that the Manager has the discretion to enter into contracts of the type normally entered into by a Manager in the course of managing residential condominiums including without limitation contracts for insurance, heating and snow removal. Notwithstanding the foregoing, the Manager may, irrespective of the costs thereof and without prior written approval of the Corporation, make those repairs which in the discretion of the Manager acting reasonably are immediately necessary for the preservation or safety of the Property or the safety of the tenants, licensees or other occupants thereof or other persons, or required to avoid the suspension of any necessary service to the Property provided that in all cases the Manager shall promptly notify the Corporation of its actions in that regard;

(h) purchase, at the expense of the Corporation, such equipment, tools, appliances, goods, supplies and materials as shall be reasonably necessary to perform its duties, including the maintenance, upkeep, repair, replacement, refurnishing and preservation of the Property as aforesaid. Purchases shall be made in the name of the Corporation and shall not exceed $2,500.00 on any one occasion;

(i) establish reserves out of funds collected from the Owners, for the payment of any and all costs and expenses of the Corporation to be disbursed by the Manager; and

(j) when requested by the Corporation, arrange for a minute taker for any meetings of the Corporation, provided that the costs of such minute taker shall be borne by the Corporation and the Corporation shall be billed directly by the minute taker for its fees.

Section 3.03 - Exclusions to Duties

The duties of the Manager shall not include:

(a) the duties of the officers of the Corporation set forth in the By-laws, except as specifically provided in this agreement; and

(b) conducting meter readings or billing of any services or utilities. In the event that the Corporation is required to conduct meter readings and/or billing of any services or utilities, it may enter into a separate contract with the Manager for such services on terms to be agreed to by the Corporation and the Manager.

Section 3.04 - Status Certificates

The Manager shall prepare Status Certificates for the Corporation, provided that the Corporation shall pay to the Manager, or authorize the Manager to bill and collect from requesting parties, the fees for any Status Certificates. The fee to be paid to the Manager herein or billed by the Manager to any requesting parties shall be the maximum amount that may be charged by the Corporation pursuant to the provisions of the Act, plus any applicable taxes.

Section 3.05 - Manager's Contact Information

The Manager will at all times keep the Board and all Owners advised of the telephone number or numbers at which an agent of the Manager may be reached at any time during normal business hours in respect of any infraction of the Declaration, By-laws or Rules, or at any time during the day or night in respect of any emergency at the Property, and the Manager will make arrangements to deal promptly with such infractions and immediately with any emergency arising in connection with the maintenance and operation of the Property. The Manager shall deal in the first instance with minor emergencies and infractions and shall forthwith report to the Board any major emergency or any persistent, flagrant or serious violation of the Declaration, By-laws or Rules. It is understood and agreed by the parties hereto that the Manager shall, in its discretion, determine whether or not an emergency exists and whether or not such emergency is of a minor or a major nature, provided that in the event of a major emergency the Manager is hereby authorized to take immediate steps for the protection and preservation of the Property.

ARTICLE IV - REMUNERATION

Section 4.01 - Management Fee

The Corporation shall pay the Manager as compensation for the services rendered as aforesaid under this Agreement, fees as follows:

(a) YEAR I – compensation for the first year of the Term, shall be $25.00 plus HST per unit, per month.

(b) YEAR II & III - compensation for the second and third years of the Term, shall be subject to adjustment annually on the commencement of each year of the Term based upon the relative change in the Consumers Price Index between the first day of the previous year of the Term and each subsequent anniversary thereof, unless otherwise negotiated.

Section 4.02 - Renewal Fee

In the event that both the Corporation and the Manager desire further years renewal, the compensation shall be subject to adjustment in writing annually on the anniversary of the commencement of the term of this agreement based upon the relative change in the Consumers Price Index between such commencement date and each subsequent anniversary thereof; unless otherwise negotiated.

Section 4.03 - Payment of Management Fee

The aforesaid fees shall be paid by the Corporation by way of a pre-authorized payment in advance on the first of each month and the Corporation shall execute and provide such pre-payment forms as may be necessary to effect same. All applicable taxes will be in addition to the fees stated.

Section 4.04 - Disbursements

The Corporation shall reimburse the Manager promptly for any monies which the Manager may elect to advance for the account of the Corporation, provided that nothing herein contained shall be construed to obligate the Manager to make any such advances. Any disbursements made by the Manager on behalf of the Corporation shall be reimbursed to the Manager within 15 days of written demand thereof by the Manager.

ARTICLE V - DUTIES OF THE CORPORATION

Section 5.01 - Indemnity

Except in the case of negligence on the part of the Manager, its servants or agents, the Corporation hereby indemnifies and saves harmless the Manager from any and all liability and from all claims and demands arising out of damage or injuries to persons or property in or about or in any way connected with the Property, all suits which may be rendered against the Manager on account thereof, provided that nothing contained in this subparagraph shall release the Manager from any liability to the Corporation in respect of a breach of any of the Manager's covenants herein contained.

Section 5.02 - Corporation's Documents

The Corporation shall deliver to the Manager copies of all By-laws and Rules made by the Corporation as of the date of this Agreement and during the remainder of the Term.

Section 5.03 - Notice of Meetings

The Corporation shall notify the Manager, in writing, as to the place, date and time of all meetings of the Board and all meetings of the members of the Corporation, and the Manager or its authorized representative shall be entitled to be at all such meetings for the whole of such meetings. The aforesaid notice shall be provided within 3 days of establishing any such meeting by the Corporation.

Section 5.04 - Co-operation with Manager

The Corporation shall co-operate with the Manager to the extent required in order to enable the Manager to perform its duties hereunder in an efficient manner. Such co-operation shall include provision of directions and instructions when requested by the manner in a reasonable time

period with regard to the importance of the timeliness of the direction or instruction required by the Manager.

Section 5.05 - Budget Estimates

Until the Corporation shall change the same, the monthly assessments payable by owners shall be in accordance with the contributions to common expenses set forth in the Declaration. The Corporation agrees that it will not reduce the Manager's best estimates of all expenses of the operation of the Property submitted, so that the amounts produced thereby are less than the amounts necessary to pay all items set out in the Budget. It is specifically understood that the Manager does not undertake to pay any costs from its own funds, and in the event monies are not available, the Manager will not in any event be liable to perform any services which require the expenditure by it of its own funds and it will not be required to pledge its credit, and shall only be required to perform its services and make disbursements to the extent that and so long as payments received from assessments or other revenue, if any, of the Corporation, shall be sufficient to pay the cost and expense of such services, and the amounts of such disbursements. If it shall appear to the Manager that the assessments and other revenue, if any, of the Corporation are insufficient to pay same, the Manager shall so notify the Corporation in detail of that fact and request the Corporation to increase the monthly assessments.

Section 5.06 - No Interference

The Corporation shall not permit, allow or cause any Owner to interfere with the Manager in the performance of its duties or the exercise of its powers hereunder.

ARTICLE VI - ONSITE MANAGEMENT

Section 6.01 - Access to Property and Units

The Corporation hereby permits the Manager, its servants, agents and independent contractors, access to all parts of the Property and to exercise the Corporation's right of entry upon the Units. Such entry shall be made at reasonable times and upon reasonable notice to the Owners, provided that in the event that there shall be, in the opinion of the Manager, an emergency or imminent danger of damage to the common elements or to a Unit or Units, then the Manager, its servants, agents and independent contractors, shall have immediate right of entry to any Unit or Units without notice.

Section 6.02 - Manager's Employees

Any persons or property managers employed by the Manager to provide services to the Corporation shall at all times be employees of the Manager unless such personnel have been employed or contracted by way of a written contract with the Corporation. In this regard, the Corporation shall not be permitted to employ or contract with any person which was an employee or contractor of the Manager for a period of 2 years from the date which the person was last employed or contracted by the Manager without the prior written consent of the Manager, save and except for any employees or contracts for which the Manager and the Corporation enter into an assignment agreement providing for the transfer of the employee or contract to the Corporation from the Manager. In addition, for any (a) employees retained by the Manager for the Corporation, including, without limitation, any building superintendents or similar positions, or (b) contracts for services entered into by the Manager for the Corporation, the Corporation and the Manager shall enter into an assignment agreement for the assignment and/or transfer of any employee or contract in for the Corporation to assume the employment or contract entered into by the Manager for the Corporation.

Section 6.03 - Onsite Management Office

There will be no onsite property management office which is to be operated or staffed by the Manager and this agreement relates solely to the provision of services as provided for herein.

Section 6.04 - Employees of the Corporation

(a) At any time that the Corporation requires employees, upon authorization from the Board, the Manager shall advertise, recruit, interview and hire employees or personnel required by the Corporation for the provision of services to the Corporation. All such employees and personnel shall be employees of the Corporation and not the Manager. The Corporation shall pay and be responsible for all salaries, benefits, taxes and other costs and duties relating to such employees, provided that the Manager shall assist in the payment of wages, salaries, benefits and other employment costs (which assistance

does not include monetary assistance). Notwithstanding the foregoing, any such employees or personnel of the Corporation shall be trained, supervised and directed by the Manager unless otherwise agreed to by the Corporation and the Manager.

(b) Any salaries, payroll obligations, employment contracts or other contracts or monetary obligations of the Corporation, or similar disbursements made by the Manager on the Corporation's behalf shall be paid by the Corporation to the Manager not later than 5 business days prior to any of such monies being due.

ARTICLE VII - TERMINATION

Section 7.01 - Termination by Manager

This Agreement may be terminated by the Manager at any time during the Term:

(a) if there is a material breach by the Corporation of its obligations pursuant to this agreement and that breach has not been remedied by the Corporation within 5 business days following written notice of that breach by the Manager to the Corporation; or

(b) upon 60 days written notice from the last day of a month to the Corporation to such effect; or

(c) upon the termination of the government and existence of the Corporation under the Act.

Section 7.02 - Termination by Corporation

This Agreement may be terminated by the Corporation at any time during the Term by By-law upon giving 60 days written notice from the last day of a month to the Manager to such effect.

Section 7.03 - Termination Provisions

Upon termination of this agreement, the Corporation shall pay to the Manager any monies due to it up to the date of termination of this Agreement and all obligations of the Corporation hereunder shall cease, and upon receipt of all monies due to it. The Manager shall deliver to the Corporation all monies and securities in its possession or control, and all books of account, banking records, vouchers, contracts and other documents in its possession or control pertinent to the continuing operation of the Property, or copies thereof, and all obligations of the Manager hereunder shall cease. For the purpose of settling any dispute, the Corporation shall provide the Manager access to its files and records, at no charge upon reasonable notice.

ARTICLE VIII - NOTICES

Section 8.01 - Notice to Manager

All notices required or permitted to be given hereunder by the Corporation to the Manager shall be sufficiently given if signed by the Corporation and delivered or mailed by prepaid registered post to the Manager at:

20 Queen Street West
Suite 3400
Toronto, Ontario
M5H 3R3

or at such other address as the Manager may from time to time designate by written notice pursuant hereto.

Section 8.02 - Notice to Corporation

All notices required or permitted to be given hereunder by the Manager to the Corporation shall be sufficiently given if signed by or on behalf of the Manager and delivered or mailed by prepaid registered mail to the Corporation at the address for service set out in the Declaration or at such other address as the Corporation may from time to time designate by written notice pursuant hereto.

Section 8.03 - Receipt of Notices

All notices shall be deemed to have been received on the day of delivery or on the second business day next following the date of such mailing, provided that if normal mail service is disrupted by reason of strikes, walk-outs, slow-downs, or other irregularities, then so long as

such disruption exists, any notice required or permitted to be given hereunder shall be delivered personally or otherwise shall be deemed to be ineffective for all purposes hereof.

ARTICLE IX - PRIVACY

Section 9.01 - Personal Information

The Corporation acknowledges that the Manager will be collecting and possessing the names of owners and personal information (as such term is defined in the Personal Information Protection and Electronic Documents Act 2000, c.5) pursuant to and in connection with this Agreement. The Corporation acknowledges and agrees that the aforesaid information will be provided to the Manager with the Corporation's knowledge and consent and that such disclosure is necessary for the carrying out of the duties of the Manager and the Corporation. The Manager shall ensure that all personal information is kept confidential by the Manager and its employees, agents and advisors and shall not be disclosed by the Manager unless such disclosure is necessary for the carrying out of the Manager's duties and such parties agree to protect such personal information and not permit the disclosure of same.

ARTICLE X - MISCELLANEOUS

Section 10.01 - Successors

All rights and liabilities under this Agreement extend to and bind the successors and assigns of the Manager from time to time.

Section 10.02 - Waiver

The waiver by either party of any breach of the other is not deemed to be a waiver of any subsequent breach of the same or of any other term, covenant or condition. The subsequent acceptance of fees by the Manager is not deemed to be a waiver of any preceding breach by the Corporation or payment of fees regardless of the Manager's knowledge of the preceding breach at the time of acceptance of fees. No term, covenant or condition of this Agreement shall be deemed to have been waived by the other party unless the waiver is in writing.

Section 10.03 - Unavoidable Delay

Notwithstanding anything in this Agreement, if either party is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes, labour troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, weather, flood or other reason whether of a like nature or not which is not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement and is not related to financial inability ("Unavoidable Delay"), then the performance of that term, covenant or act is excused for the period of the delay and the party delayed will be entitled to perform that term, covenant or act within the appropriate time period after the expiration of the period of the delay. However, the provisions of this Section do not operate to excuse the Corporation from the prompt payment of fees.

Section 10.04 - Captions and Section Numbers

The captions, Section numbers and headings, Article numbers and headings and the Table of Contents appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such Sections or Articles of this Agreement nor in any way affect this Agreement.

Section 10.05 - Partial Invalidity

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 10.06 - Entire Agreement

This Agreement and the Schedules and Riders, if any, attached hereto set forth all the covenants, promises, agreements, conditions and understandings between the Manager and the Corporation concerning the management of the Property, supersedes all previous

agreements or arrangements between the Manager and the Corporation, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them or relied upon by the Corporation to induce it to enter into this Agreement, other than are herein set forth. Except as herein otherwise provided, no alteration, amendment, change or addition to this Agreement shall be binding upon the Manager or the Corporation unless in writing and signed by the parties.

Section 10.07 - Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.

Section 10.08 - Time Of The Essence

Time is of the essence of this Agreement and of every part of it.

THE PARTIES HAVE SIGNED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

DANIELS HOME MANAGEMENT CORPORATION

Per: _____
Name: Mitchell S. Cohen
Title: President

I have the authority to bind the corporation.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259

Per: _____
Name: Judy Lem
Title: Secretary

I have the authority to bind the corporation.

INSURANCE TRUST AGREEMENT

THIS AGREEMENT made the 11th day of August, 2014.

BETWEEN:

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259, a corporation created under the laws of the Province of Ontario pursuant to the Condominium Act, 1998, S.O. 1998, Chapter 19, and amendments thereto (hereinafter referred to as the "Act"),

(hereinafter called the "Settlor")

OF THE FIRST PART;

- and -

THE CANADA TRUST COMPANY,

(hereinafter called the "Trustee")

OF THE SECOND PART.

WHEREAS the declaration creating the Settlor and registered pursuant to the Act ("Declaration") provides that the Board of Directors of the Settlor ("Board") on behalf of the Settlor shall enter into an agreement with an insurance trustee, which agreement shall, without limiting its generality, provide for the receipt by the insurance trustee of any proceeds of insurance payable to the Settlor, the holding by the insurance trustee of such proceeds in trust for the persons entitled thereto and the disbursement by the insurance trustee of such proceeds in accordance with the provisions of the insurance trust agreement;

AND WHEREAS the parties hereto are desirous of entering into this Agreement for the purposes set forth in the Declaration, on the terms and conditions herein;

AND WHEREAS all necessary resolutions have been passed by the Board and all other proceedings taken and conditions complied with to authorize the execution and delivery by the Settlor of this Agreement;

AND WHEREAS the Settlor has obtained certain policies of insurance set forth in Schedule "A" annexed hereto;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants hereinafter contained, the parties hereto hereinafter covenant and agree to and with each other as follows:

ARTICLE 1.00 - DEFINITIONS

1.1 Words and expressions used herein which are used or defined in the Act, or in the regulations made under the Act have the same meaning herein as they have therein unless otherwise defined herein or unless the context otherwise requires.

ARTICLE 2.00 - APPOINTMENT OF TRUSTEE

2.1 The Settlor hereby appoints the Trustee to act as insurance trustee pursuant to the provisions of the Declaration and By-laws of the Settlor, copies of which are submitted herewith to the Trustee.

ARTICLE 3.00 - ACCEPTANCE OF APPOINTMENT

3.1 The Trustee hereby accepts such appointment as insurance trustee and hereby agrees with the Settlor to carry out and perform its duties hereunder in a faithful, diligent and honest manner.

ARTICLE 4.00 - ACKNOWLEDGEMENT BY TRUSTEE

4.1 The Trustee hereby acknowledges that it is familiar with the provisions of the Act and of the Declaration hereinbefore referred to and acknowledges having received a copy of the Declaration.

ARTICLE 5.00 - PAYMENT BY TRUSTEE

5.1 All insurance proceeds received by the Trustee shall be held by it in trust and paid in accordance with the following terms and conditions:

In the event of:

(a) damage to the buildings and structures, if the Trustee receives a certificate duly executed by the President or Vice-President and the Secretary of the Settlor certifying:

(i) that the Board has determined that the buildings and structures have not sustained substantial damage within the meaning of the Act; or

(ii) that the Board has determined that of the buildings and structures have sustained substantial damage within the meaning of the Act, and that; (A) owners who own at least eighty per cent (80%) of the units have not voted to terminate pursuant to the provisions of the Act; and (B) the time for the exercise of the termination rights by the owners of the units has expired; or

(b) damage to the property or other assets of the Settlor, excluding the buildings and units,

the Trustee shall disburse the proceeds of all insurance in its hands and arising out of such damage towards the cost of repairing such damage, from time to time, as the repairs of such damage progress, upon the written request of the Settlor accompanied by the following:

(i) a certificate signed by the President or Vice-President and the Secretary of the Settlor dated not more than thirty (30) days prior to such request and counter-signed by the architect or engineer, if any, employed by the Settlor in connection with such repairs, setting forth the following:

(a) that the sum then requested either has been paid by the Settlor or is justly due to contractors, architects or other persons who have rendered services or furnished materials for repairs therein specified, the names and addresses of such persons, a brief description of such services and materials, the several amounts so paid or due to each of said persons in respect thereto;

(b) that no part of such expenditures has been or is being made the basis of any previous or then pending request for the payment of insurance proceeds then held by the Trustee, or has theretofore been paid out of such insurance proceeds;

(c) that the sum then requested, when added to all sums previously paid by the Trustee, does not exceed the value of the services and materials described in such certificate;

(d) that except for the amount, if any, stated in such certificate to be due for services or materials, there is no outstanding indebtedness known to the Board, after due enquiry, which is then due for labour, wages, materials, supplies or services in connection with such repairs, which, if unpaid, might become the basis of a lien pursuant to the Construction Lien Act by reason of such repair to the buildings or any part thereof; and

(e) specifying the person(s) to whom the payment requested is to be made and the amount to be paid to each such person(s).

(ii) an opinion of the solicitor acting for the Settlor, or other evidence reasonably satisfactory to the Trustee to the effect that there has not been filed with respect to the buildings or the property, or any part thereof, any Construction Lien which has not been discharged except such as will be discharged by payment of the amount then requested.

Any balance of proceeds of insurance remaining in the Trustee's hands after payment in full of the cost of the repairs as aforesaid, shall be paid over by the Trustee to the Settlor.

5.2 The Trustee shall not be under any duty to enquire as to the correctness of any amounts received by it on account of the proceeds of any insurance, nor shall the Trustee be under any obligation to enforce the payment of proceeds to it.

5.3 In the event of damage to the buildings and structures, if the Trustee receives a certificate duly executed by the President or Vice-President and the Secretary of the Settlor, certifying that the Board has determined that the buildings and structures have sustained substantial damage within the meaning of the Act and that owners who own at least eighty per cent (80 %) of the units have voted for termination pursuant to and in compliance with the provisions of the Act, that there is termination in accordance with the provisions of the Act, or otherwise, and notice of such termination has been registered in the Office of Land Titles in which the condominium is registered, the Trustee shall disburse any insurance proceeds then in its hands or thereafter received by it in the following order of priority:

(a) to any mortgagee or mortgagees to whom such loss shall be payable in any such policy or policies of insurance or who have a mortgage or charge registered in the said Office of Land Titles with respect to the unit of an owner, in satisfaction of the amount due pursuant to any liens registered by the Settlor against any such units and in satisfaction of any other registered interests in the unit in order of their respective legal priorities;

(b) to the owners of the units in the proportion of their respective common interests as set out in the Declaration as registered in the said Office of Land Titles and the names of the unit owners as registered in the said Office of Land Titles shall be conclusive as to the names of the unit owners and their respective common interests.

The Settlor shall cause a search to be conducted in the records of the said Office of Land Titles by a duly qualified solicitor retained by the Settlor, and the Trustee shall be entitled to rely, without further enquiry, upon the accuracy and completeness of the report of the said solicitor provided only that it is addressed to the Settlor, is dated within ten (10) days prior to the disbursement of funds, that it specifies the priority of the interests of the various parties in each unit and it specifies the names of the unit owners and their respective common interests.

5.4 In the event that the proceeds of insurance deposited with the Trustee are less than fifteen percent (15%) of the replacement cost of the property covered by the policy pursuant to which the proceeds of insurance were paid to the Trustee, all such proceeds shall be paid to the Settlor forthwith, notwithstanding anything herein contained to the contrary, and the Settlor covenants to apply such proceeds in compliance with its obligations pursuant to the Act and the Declaration and to indemnify the Trustee in respect of all liabilities or obligations in respect of such proceeds. The Trustee shall be entitled to rely, without independent enquiry, upon the certificate of an architect as to whether the proceeds of insurance deposited with the Trustee are less than fifteen percent (15%) of the replacement cost of the property covered by the policy pursuant to which the insurance proceeds were paid to the Trustee and shall be entitled to retain an independent architect at the expense of the Settlor for the purpose of providing such a certificate.

5.5 Subject to the terms of this Agreement, in the event that the Trustee is in receipt of proceeds of insurance from or in respect of any liability policy to which this Agreement is applicable, the Trustee shall disburse such proceeds only upon receipt of and in accordance with the written directions of the Settlor executed on its behalf by its President or Vice-President and Secretary.

ARTICLE 6.00 - DEFICIENCY OF INSURANCE PROCEEDS

6.1 The Settlor shall be promptly notified of any proceeds of insurance deposited with the Trustee on behalf of the Settlor, and the Trustee shall be under no obligation to make any payments as specified in this Agreement except out of the proceeds of insurance held in trust for the Settlor.

6.2 If, upon the receipt of any certificate referred to in section 5.1, the Trustee shall not have sufficient funds to pay the amount due and owing as set out therein, the Settlor shall be so notified by the Trustee, and the Settlor shall further notify the Trustee in writing as to which of the persons or companies set forth in the said certificate are to be paid by the Trustee and in which amounts.

ARTICLE 7.00 - NOTICE IN THE EVENT OF CANCELLATION OF INSURANCE

7.1 The Settlor and all mortgagees having an interest in the units as shown on the Settlor's records with respect to any unit shall be promptly notified of any notice of cancellation received by the Trustee. The Trustee shall not have any liability to the Settlor or any other party in the event of its inadvertent failure to provide notice in accordance with the foregoing. The Trustee shall be entitled to rely in any event on the accuracy and completeness of the Settlor's records without independent inquiry.

7.2 The Trustee shall not be under any obligation to inquire whether any insurance policy remains in force, it being the express understanding of the parties that it shall be the sole responsibility of the Settlor to obtain all required insurance policies and to ensure that same remain in force at all times.

ARTICLE 8.00 - LIABILITY AND INDEMNIFICATION OF TRUSTEE

8.1 The Trustee shall have no duties, express or implied, except those which are expressly set forth in this Agreement and shall in no way be responsible or liable for any loss, cost or damages which may result from anything done or omitted to be done by such Trustee hereunder, except in the case of negligence or bad faith. The Trustee shall be protected in acting upon any certificate, statement, request, consent, agreement or other instrument whatsoever, not only as to its due execution and validity in its effectiveness or its provisions, but also as to the truth and accuracy of any information therein contained, which it shall, in good faith, believe to be genuine, and to have been signed and presented by the proper person or persons. The Trustee shall also be protected and indemnified in acting in good faith upon any advice or legal opinion it may seek from an independent solicitor with respect to its duties, obligations and rights hereunder. The Trustee shall also be indemnified for the reasonable legal fees and disbursements of such a solicitor. Further, the Trustee shall have no responsibility with respect to any cheques deposited with it hereunder except the usual responsibilities with respect to the application of any funds paid by it pursuant to the provisions of this Agreement.

8.2 The Settlor shall reimburse the Trustee for all expenses incurred by it in connection with its duties under this Agreement and shall indemnify it and save it harmless against any and all liabilities, costs and expenses including legal fees, for anything done or omitted to be done by it in the performance of this Agreement, except as a result of negligence or bad faith.

8.3 The Trustee may become mortgagee of any or all units together with such other interests as may be attached to the ownership of such units and may enforce the covenants in the mortgage relating thereto, notwithstanding that the enforcement may be in conflict with the Trustee's duties hereunder.

ARTICLE 9.00 - TERMINATION OF AGREEMENT

9.1 At any time hereafter, the Settlor shall have the sole and unrestricted right to terminate this Agreement by not less than sixty (60) days prior written notice to the Trustee. Following such termination, upon payment to the Trustee of all fees and charges due to the Trustee hereunder, the Trustee shall turn over all sums deposited with it, remaining in its hands, to any successor Trustee appointed by the Board and of which the Trustee has been given written notice, failing which it shall turn over all such sums to the Settlor and thereupon its obligations hereunder shall cease.

9.2 The Trustee may, at any time, resign from its duties hereunder by giving to the Settlor and to all mortgagees having an interest in any of the units pursuant to a mortgage as shown on the Settlor's records not less than sixty (60) days' notice in writing thereof and its obligations hereunder, except for the payment of any sums remaining in its hands to a successor trustee, as hereinafter provided, shall cease. Following such resignation, the Settlor shall pay to the Trustee all fees and charges due to it hereunder. The Trustee herein shall turn over all sums deposited with it, remaining in its hands, to any successor Trustee appointed by the Board and of which the Trustee has been given written notice, failing which it shall turn over all such sums to the Settlor, all subject to the Trustee's rights pursuant to section 12.2 hereof, and thereupon its obligations hereunder shall cease.

ARTICLE 10.00 - MODIFICATION OR AMENDMENT OF AGREEMENT AND RIGHTS OF THIRD PARTIES

10.1 This Agreement shall not be modified or amended without the written consent of the parties hereto and any mortgagees having registered mortgages against at least ten per cent (10 %) of the Units.

10.2 Upon being advised of damage to the buildings in excess of the amount set out in section 5.4 hereof, or upon receipt of any moneys in excess of the said amount, in accordance with the terms of this Agreement, the Trustee shall notify all mortgagees having a mortgage or charge as shown on the Settlors' records where the amount received is less than $100,000.00 and shall notify all mortgagees having a mortgage or charge registered in the aforesaid Office of Land Titles against any unit where the amount received is $100,000.00 or more. For the purposes of giving notice in the latter event, the Settlor shall cause a search to be conducted in the records of the said Office of Land Titles by a duly qualified solicitor retained by the Settlor, and the Trustee shall be entitled to rely, without further enquiry, upon the accuracy and completeness of the report of the said solicitor provided only that it is addressed to the Settlor, is dated within ten (10) days prior to the disbursement of funds and that it specifies the priority of the interests of the various parties in each unit.

10.3 Certain provisions of this Agreement are for the benefit of the mortgagees of the units and all such provisions are covenants for the benefit of any mortgagee having an interest registered in the said Office of Land Titles against any of the units or any part of the insured property and may be enforced by such mortgagee.

ARTICLE 11.00 - ADDRESS FOR SERVICE

11.1 Any certificate, declaration or notice in writing given to the Settlor, pursuant to this Agreement, shall be sufficiently given if delivered or mailed by prepaid registered post to the Settlor at its last known address and at:

20 Queen Street, West
Suite 3400
Toronto, Ontario
M5H 3R3

or such other address as the Settlor may advise in writing from time to time.

Any certificate, declaration or notice in writing given to the Trustee pursuant to this Agreement shall be sufficiently given if delivered or mailed by prepaid registered post to the Trustee at its last known address and at:

66 Wellington Street West
3rd Floor
Toronto, Ontario
M5K 1A2

or such other address as the Trustee may advise in writing from time to time.

Such certificate, declaration and notice in writing shall have been deemed to have been received on the date of delivery or third clear business day next following the date of such mailing. Each of the parties shall be entitled to rely without further inquiry on the address determined in accordance with the foregoing as being the most current and correct address of the party to whom such certificate, declaration or notice is to be given. Each party further covenants to notify the other, in the manner provided for in this Article 11.00 of any change in its address for service.

ARTICLE 12.00 - REMUNERATION OF TRUSTEE

12.1 The Settlor shall pay the Trustee's fees and charges as set out in Schedule "B" attached hereto which fees and charges may be changed from time to time by written notice from the Trustee to the Settlor at any time. In the event that the Settlor does not agree with any change in fees or charges made by the Trustee, it shall be entitled to terminate the within agreement pursuant to Article 9.00 hereof within sixty (60) days after receipt of the notice of change to fees or

charges in which event the change shall not apply and the within agreement shall be terminated in accordance with Article 9.00 hereof. In the event that no notice of termination is delivered pursuant to Article 9.00 within the sixty (60) day period, the fees and charges of the Trustee shall be as set out in its notice to the Settlor until further changed.

12.2 The Trustee may deduct all amounts owing to it hereunder from any proceeds of insurance received by it.

12.3 In addition to any other rights which the Trustee may have, in the event that any fees, charges, reimbursement of expenses or other amounts due hereunder to the Trustee are not paid when due, the Trustee shall be entitled to enforce payment of same by legal process and all fees, disbursements, expenses or other costs incurred by the Trustee in collecting same (including all legal fees and disbursements on a solicitor and his own client scale) shall be payable by the Settlor to the Trustee.

ARTICLE 13.00 - ADDITIONAL COVENANTS OF SETTLOR

13.1 Upon request, the Settlor shall deliver to the Trustee complete and accurate copies of:

(a) all insurance policies, renewals thereof, amendments or endorsements thereto or replacements thereof;

(b) the Settlor's records of unit owners and mortgagees; and

(c) copies of the Settlor's then current Declaration and By-Laws.

The Trustee shall be entitled to rely, without further enquiry upon the accuracy and completeness of such material.

13.2 The Settlor covenants to deliver to the Trustee any amendments to the Settlor's Declaration or By-Laws or any additional By-Laws it may enact.

13.3 The Settlor covenants to ensure that losses are payable to the Trustee as insurance trustee under all policies of insurance governed by this Agreement.

13.4 The Settlor specifically acknowledges and agrees that the Trustee shall have no liability or obligation to the Settlor or any other party except as is expressly provided for herein and that there are no provisions or obligations between the parties relating to matters governed hereunder, whether oral or written, express or implied except as are expressly set forth herein in writing. The Settlor covenants to indemnify and save the Trustee harmless from and against all claims, demands, liabilities, actions, suits, costs or obligations of any kind or nature whatsoever arising out of or related to the terms of this Agreement unless same results from the negligence or wilful act of the Trustee or a breach by the Trustee of the terms hereof.

ARTICLE 14.00 - ASSIGNMENT OF AGREEMENT

14.1 Neither this Agreement nor any rights or obligations hereunder shall be assignable by either party hereto without the prior written consent of the other party. Any attempted assignment without such consent shall be void. Subject thereto, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

14.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. The parties hereto hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario for all purposes hereunder.

14.3 Words importing the singular include the plural and vice versa, and words importing gender include all genders.

14.4 The headings contained in this Agreement are included solely for convenience of reference, are not intended to be full or accurate descriptions of the contents thereof and shall not be considered part of this Agreement or affect the construction or interpretation thereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the seals of their proper signing officers duly authorized in that behalf as of the 11th day of August, 2014.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the corporation.

THE CANADA TRUST COMPANY

Per: _____
Name:
Title: John De Re
Trust Officer

Per: _____
Name:
Title: STEWART JARVIS

I/We have authority to bind the corporation.

SCHEDULE "A"

Atrens-Counsel
Insurance Brokers Inc.

CERTIFICATE OF INSURANCE

This is to certify that insurance described below has been effected with the Insurer(s) shown, subject to the terms and conditions of the policy applicable.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1259 AND ALL REGISTERED UNIT OWNERS FROM TIME TO TIME AND ALL REGISTERED MORTGAGEES FROM TIME TO TIME

PROPERTY INSURED: 15917-15931 & 15937-15951 (odds) Bayview Ave., 51-73 & 81-103 (odds) Burton Howard Drive 6-28 7 38-60 (evens) Harry Penrose Ave., 145-173 & 177-199 (odds) Lewis Honey Drive Aurora, ON

TERM: July 31, 2014 **TO:** July 31, 2015

COMMERCIAL PACKAGE POLICY NO. 40104011

PROPERTY:

Form: Comprehensive All Risk Policy
Amount of Insurance: $17,650,000.00

Deductibles:			
	$	5,000.00	STANDARD
	$	5,000.00	SEWER BACKUP AND WATER
	$	5,000.00	FLOOD
	$	50,000.00	RESULTANT DAMAGE DUE TO BUILDER DEFECT
	$	50,000.00	EARTHQUAKE

Companies:		
Economical Mutual Insurance Company		50%
Aviva Insurance Company		50%

COMPREHENSIVE GENERAL LIABILITY:

Limit of Liability: $5,000,000.00

DIRECTORS AND OFFICERS LIABILITY:

Limit of Liability: $5,000,000.00

BOILER AND MACHINERY:

Limit per Accident: $17,650,000.00
Company: Boiler Inspection & Insurance Company
Policy Number: **40104011**

This document is furnished as a matter of courtesy and only as information of the fact that Policies have been concurrently prepared. It is not a contract, confers no right upon any person and imposes no liability on the Insuring Companies. A Photocopy of this executed Certificate may be relied upon to the same extent as if it were an original executed certificate.

ATRENS-COUNSEL INSURANCE BROKERS INC.

Date: July 31, 2014

Authorized Representative

Your Protection is Our Business

SCHEDULE "B"

The Settlor shall pay the Trustee an initial fee of One Thousand ($1,000.00) Dollars plus HST upon the execution of this Agreement, being an initial "set-up" fee of Five Hundred ($500.00) Dollars and the per annum retainer fee of Five Hundred ($500.00) Dollars payable in advance.

Hereafter, this per annum retainer fee of Five Hundred ($500.00) Dollars shall be payable in advance upon the anniversary date of this Agreement in each year during the term of this Agreement.

In the event the Trustee shall, pursuant to the provisions hereof, administer any insurance proceeds, it shall be entitled to an additional fee, payable in advance of the release of any insurance proceeds held in trust, equivalent to:

(a) one per cent (1 %) of the first Twenty-Five Thousand ($25,000.00) Dollars administered by it.

(b) one-half of one per cent (1/2 of 1 %) of the next Twenty-Five Thousand ($25,000.00) Dollars administered by it.

(c) one-tenth of one per cent (1 / 10 of 1 %) upon the balance of funds administered by it.

(d) the above fees shall be subject to a minimum charge of One Hundred and Fifty ($150.00) Dollars per claim processed.

(e) the Trustee may levy an additional charge to cover extraordinary time and effort expended in special circumstances, as agreed between the Settlor and the Trustee.

This fee may be amended from time to time by written notice from the Insurance Trustee to the Settlor in accordance with Article 12.00 hereof.