

Court File No. CV-23-00710795-00CL

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

**B E T W E E N:**

**CAMERON STEPHENS MORTGAGE CAPITAL LTD.**

Applicant

-and-

**2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,  
1000162801 ONTARIO CORP., AMERICAN CORPORATION  
and 1000199992 ONTARIO CORP.**

Respondents

**IN THE MATTER OF AN APPLICATION PURSUANT TO SUBSECTION 243(1) OF THE  
*BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985 c. B-3, AS AMENDED; AND  
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**SECOND SUPPLEMENT TO THE SIXTH REPORT OF THE RECEIVER**

Dated December 17, 2025

## **A. Introduction**

1. On December 21, 2023 (the “**Appointment Date**”), the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made an order (the “**Appointment Order**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* R.S.C. 1985, c. B-3, as amended (“**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O 1990, c. 43, as amended, *inter alia*, appointing Albert Gelman Inc. (“**AGI**”) as receiver and manager (in such capacity, the “**Receiver**”), without security, of all present and future property, assets and undertakings of 2011836 Ontario Corp. (“**201Co.**”) and Jefferson Properties Limited Partnership (“**JPLP**”) and, together with 201Co., the “**Debtors**”), including the real property known municipally as 39, 53 and 67 Jefferson Side Road, Richmond Hill, Ontario (the “**Real Property**”). The Appointment Order was granted pursuant to an application (the “**Receivership Application**”) made by Cameron Stephens Mortgage Capital Ltd. (“**Cameron Stephens**”), the Debtors’ senior secured lender.

2. The primary objective of these receivership proceedings has been to complete the construction of a residential housing project located at the Real Property and known as “Richmond Hill Grace” (the “**Project**”) and to sell the units in the Project, all in an effort to maximize the recovery to the Debtors’ stakeholders.

## **B. Purpose of Report**

3. The purpose of this report (the “**Second Supplement**”) is to supplement the Sixth Report of the Receiver dated September 9, 2025 (the “**Sixth Report**”) and the First Supplement to the Sixth Report of the Receiver dated December 9, 2025 (the “**First Supplement**”) in connection with the return of the Receiver’s motion for various relief in connection with the sale of Units (as defined in the Sixth Report) in the Project.

4. In particular, this Second Supplement addresses, among other things:
  - (a) the registration of the standard condominium in respect of the Stacked Units (as defined in the Sixth Report);
  - (b) an update to stakeholders and the Court that the Receiver will not be seeking the approval of the December AVO Agreements (as defined in the First Supplement) at the December 19, 2025 hearing of the within motion as the standard condominium was not registered with sufficient time before this hearing to permit preparation of materials for the same; and
  - (c) the Target Price List, which inadvertently omitted values for two of the Units. This Second Supplement includes a Revised Target Price List (as defined and described below) as a Confidential Appendix which addresses this omission.

**C. *Scope and Terms of Reference***

5. This Second Supplement has been prepared solely for the purposes described in this report. Accordingly, the reader is cautioned that this Second Supplement may not be appropriate for any other purpose.

6. Capitalized terms not defined in this Second Supplement have the meanings ascribed to them in the Sixth Report.

**D. *Registration of the Standard Condominium***

7. As set out in the First Supplement:

- (a) 36 of the Units are Freeholds in the form of parcels of tied land appurtenant to a common elements condominium; and

(b) 60 of the Units are Stacked Units in the form of units in a standard condominium.

8. On October 8, 2025, the Receiver successfully registered the common elements condominium in respect of the Freeholds with the Land Registry Office for York. A copy of the declaration for this common elements condominium is attached hereto as **Appendix A**.

9. On December 17, 2025, the Receiver successfully registered the standard condominium in respect of the Stacked Units with the Land Registry Office for York. A copy of the parcel register showing this registration is attached hereto as **Appendix B**.

10. A copy of the declaration for this standard condominium is attached hereto as **Appendix C**.

11. As a result of the registration of the standard condominium, the Receiver is now in a position to convey title to the Stacked Units to purchasers, subject to the Court issuing approval and vesting orders in connection with the same.

12. The Receiver initially anticipated that the declaration for the standard condominium would be registered earlier than December 17, 2025.

13. Because of the timing of this registration, the Receiver will not have sufficient time to prepare AVO materials for the December AVO Agreements in respect of Stacked Units and will only be seeking approval of the December AVO Agreements in respect of the Freeholds at the December 19, 2025 return of the Sales Process Motion.

**E. Parcel Registers**

14. The relevant parcel registers for the December AVO Units that are Freeholds can be found in the appendices listed in the below table.

<b>Suite #/Stacked or Freehold?</b>	<b>Legal Description</b>	<b>Parcel Register</b>
18/Freehold	<p><b>As in PIN 03208-3259:</b></p> <p>PART BLOCK 1 PLAN 65M4637, PARTS 18 &amp; 42 ON 65R41136 ; TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN YORK REGION COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1591; SUBJECT TO AN EASEMENT AS IN YR2622073; SUBJECT TO AN EASEMENT AS IN YR2644669; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2817498; TOGETHER WITH AN EASEMENT OVER PART BLOCK 1 PLAN 65M4637, PART 17 ON 65R41136 AS IN YR3743936; SUBJECT TO AN EASEMENT IN FAVOUR OF YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1591 AS IN YR3848766; CITY OF RICHMOND HILL</p>	<b>Appendix D</b>
19/Freehold	<p><b>As in PIN 03208-3260:</b></p> <p>PART BLOCK 1 PLAN 65M4637, PARTS 19 &amp; 44 ON 65R41136 ; TOGETHER WITH AN UNDIVIDED</p>	<b>Appendix E</b>

	<p>COMMON INTEREST IN YORK REGION COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1591; SUBJECT TO AN EASEMENT AS IN YR2622073; SUBJECT TO AN EASEMENT AS IN YR2644669; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2817498; SUBJECT TO AN EASEMENT OVER PT 44 ON 65R41136 IN FAVOUR OF PART BLOCK 1 PLAN 65M4637, PART 20 ON 65R41136 AS IN YR3743936; SUBJECT TO AN EASEMENT IN FAVOUR OF YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1591 AS IN YR3848766; CITY OF RICHMOND HILL</p>	
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**F. Revised Target Price List**

15. The Target Price List appended to the Sixth Report as Confidential Appendix 1 lists the minimum target price for each Unit under a Permitted Transaction, being the Receiver's estimate of the current fair market value of each Unit, subject to a discount to provide the Receiver with flexibility in negotiating a favourable price with potential purchasers, in all the circumstances. The Target Price List is discussed more fully in the Sixth report.

16. The Target Price List inadvertently omitted the relevant pricing information for Unit 120 and 201.

17. The Receiver has rectified this omission in the revised target price list (the “**Revised Target Price List**”) appended hereto as **Confidential Appendix 1**.

18. All of the comments and observations made about the Target Prices for the Units in the Target Price List in the Sixth Report apply equally to the Target Prices for Unit 120 and 201 in the Revised Target Price List.

19. The Receiver requests that the Revised Target Price List be:

- (a) approved for use in connection with Permitted Transactions; and
- (b) sealed by Order of this Court, as the Target Price List was sealed by the Sales Process Order, and for the same reasons.

**G. Confidential Agreement Summary**

20. The Receiver has prepared a summary of the December AVO Agreements which sets out the financial terms of each December AVO Agreement in conjunction with the relevant December AVO Unit’s Target Price, among other information. This Confidential Agreement Summary is attached hereto as **Confidential Appendix 2**.

21. The Receiver respectfully requests that the Court make an order sealing this Confidential Appendix 2 to the Second Supplement.’

All of which is respectfully submitted this 17th day of December 2025,

**ALBERT GELMAN INC., solely in its  
capacity as Court-Appointed Receiver  
of each of the Debtors and the Real Property  
and not in any other capacity**

Per:

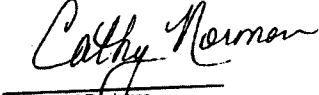


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Tom McElroy, *CIRP, LIT*  
*Managing Director (Ontario)*

# APPENDIX A

**OFFICE SCHEDULE**

Number / Numero YR 3848766  
**CERTIFICATE OF RECEIPT**  
**CERTIFICAT DE RÉCÉPISSÉ**  
 October 8, 2025 at 14:11  
 # 65  
 Office / Bureau: \_\_\_\_\_  
  
 Land Registrar  
 Registrateur

**DECLARATION**  
  
**CONDOMINIUM**  
**ACT, 1998**

**YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1591**

**NEW PROPERTY IDENTIFIER'S BLOCK 30123**

**RECENTLY: PIN NOS. 03208-3278, 03208-3279, 03208-3280**

**2011836 ONTARIO CORP.**

**JEFFERSON PROPERTIES LIMITED PARTNERSHIP**

**SOLICITOR :** Rejean Theriault

**ADDRESS:** LOOPSTRA NIXON LLP  
 135 Queens Plate Drive, Suite 600

TORONTO, ON M9W 6V7

**PHONE** 416-746-8319

**No. of Units** 0

**FEES :** \$82.70 (5 x 0) **\$82.70**

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

**ALBERT GELMAN INC., SOLELY IN ITS CAPACITY AS COURT  
APPOINTED RECEIVER OF JEFFERSON PROPERTIES LIMITED  
PARTNERSHIP AND 2011836 ONTARIO CORP. (AS GENERAL  
PARTNER)**

(hereinafter called the "Declarant")

**WHEREAS:**

- (A) The Declarant is the owner in fee simple of certain lands and premises situate in the City of Richmond Hill, and being more particularly described in Schedule "A" attached hereto (herein referred to as the "Property" or the "Lands") and in the description submitted herewith by the Declarant for registration in accordance with the Act (herein called the "Description") and which lands are sometimes referred to as the "Property" or the "Lands";
- (B) The registration of this Declaration and the Description will create a freehold condominium that is a common elements condominium corporation as defined by the Act;
- (C) The registration of this Declaration and Description will establish parcels of tied land that may not be divided into two or more parcels unless an amendment is registered to the Declaration that takes into account the division of the parcel of tied land; and
- (D) The Declarant intends that the Property shall be governed by the Act.

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

**ARTICLE I.**

**INTRODUCTION**

**1.1 Definitions**

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

- (a) "**Board**" means the Corporation's Board of Directors;
- (b) "**By-Laws**" means the by-laws of the Corporation enacted from time to time;
- (c) "**Common Elements**" means all the Property;
- (d) "**Common Interest**" means the interest in the Common Elements appurtenant to a POTL;
- (e) "**Common Interior Roadway**" mean the portions of the roadway on the Property or any portion of the lands which are used for pedestrian and/or vehicular ingress and/or egress to and from the Condominium and/or the Standard Condominium Development, surface street lighting, lighting and all ancillary equipment, which are specifically designated as part of the common elements in the Description of the Condominium and/or Standard Condominium and designated as Parts 57 and 60 on Reference Plan 65R-41136;
- (f) "**Corporation**" means the condominium corporation created by the registration of this Declaration and the description on the Lands;
- (f) "**Governing Documents**" means the Declaration, By-laws and Rules of the Corporation;
- (g) "**Owner**" means a person or persons who own a freehold estate(s) in a POTL, and who owns, pursuant to the Act, a common interest in the Common Elements, but does not include a mortgagee of a POTL unless in possession;
- (h) "**Parkette**" means the parkette designated as Part 59 on Reference Plan 65R-41136, which forms part of the common elements of the Condominium;

- (h) **"POTL"** or **"POTLs"** means the parcel(s) of tied land to which a common interest is attached as described in Schedule "D" to this Declaration;
- (i) **"Project"** means collectively the Condominium and the Standard Condominium Development;
- (i) **"Rules"** means the rules passed by the Board from time to time pursuant to the Act;
- (j) **"Shared Facilities"** means the Common Interior Roadway, the Parkette and the Shared Servicing Systems, and shall also specifically include those units, areas, services, systems requirements and facilities identified or defined as Shared Facilities in the Shared Facilities Agreement;
- (k) **"Shared Facilities Agreement"** means the agreement governing the use and sharing of costs of certain facilities between the Corporation and the Standard Condominium Development;
- (l) **"Shared Facilities Costs"** means the aggregate of all costs and expenses incurred in connection with the Shared Facilities, all as provided in the Shared Facilities Agreement and shall include without limitation, the costs and expenses incurred in connection with the maintenance, repair and operation of the Shared Facilities.
- (m) **"Shared Servicing Systems"** means the servicing systems servicing the Units and/or common elements of the Standard Condominium Development and the Condominium including certain parts of the storm and sanitary system, telephone and cable system and other such systems, all as more fully described and set forth in the Shared Facilities Agreement unless such locations or responsibilities are further adjusted, qualified or amended pursuant to any provisions of the Shared Facilities Agreement in which event the readjustment, qualified or amended adjustments shall prevail. Notwithstanding the foregoing, the Shared Services Systems shall exclude without limitation, all pertinent portions of the storm and sanitary sewer systems, and the gas, domestic water, plumbing, ventilation, hydro-electric, energy management, computer monitoring and fire protections systems (as well as portions of various ancillary mechanical and electrical fixtures, cables, valves, meters and equipment appurtenant thereto), which provide security, monitoring, heat, power, drainage, fire protection and/or any other type of service to either of the Condominium or the Standard Condominium Development exclusively but not both; and
- (n) **"Visitor Parking Spaces"** means those visitor parking spaces located on the Condominium Lands.

## **1.2 Act Governs the Property**

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

## **1.3 Common Elements Condominium**

The registration of this Declaration and the Description will create a freehold condominium that is a common elements condominium corporation.

## **1.4 Division of POTLs**

A POTL may not be divided into two (2) or more parcels unless an amendment is registered to the Declaration that takes into account the division of a POTL.

## **1.5 Consent of Encumbrancers**

The consent of every person having a registered charge or mortgage against the Property or interest appurtenant thereto and against each POTL is contained in Schedule "B" attached hereto. Alternatively, the Declarant has obtained an order from a court of competent jurisdiction to dispense with the requirement for same, if and as applicable.

## **1.6 Common Interest and Common Expenses**

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners in the proportions set forth opposite each POTL in Schedule "D" attached hereto and shall contribute to the common expenses in the proportion set forth opposite each POTL in Schedule "D" attached hereto. The total of the proportions of the common interests and proportionate contribution to common expenses shall each be one hundred (100%) percent.

## **1.7 Address for Service & Mailing Address of Corporation**

The Corporation's address for service shall be

250 Ferrand Dr., Suite 403, Toronto, Ontario, M3C 3G8

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

The Corporation's mailing address shall be

250 Ferrand Dr., Suite 403, Toronto, Ontario, M3C 3G8

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

### **1.8 Architect/Engineer Certificate**

The certificate(s) of the architect and/or engineer confirming that all buildings and structures that the declaration and description show are included in the Common Elements have been completed and installed in accordance with the regulations made under the Act is/are contained in Schedule "G" attached hereto.

### **1.9 Approval Authority Requirements**

There are no conditions imposed by the approval authority to be included in this Declaration, other than any easements contained in the legal description annexed hereto as Schedule "A" and the following:

- (a) The Declarant shall include the following warning clauses in all Purchase and Sale Agreements:
  - i. Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality's and the Ministry of the Environment, Conservation and Parks' noise criteria. This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of the Environment, Conservation and Parks' noise criteria."
  - ii. Purchasers/Tenants are advised that this dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of the Environment, Conservation and Parks' noise criteria. (Note: The location and installation of the outdoor air conditioning device should be done so as to comply with noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)

## **ARTICLE II.**

### **COMMON EXPENSES**

#### **2.1 Specification of Common Expenses**

The common expenses shall be the expenses of the performance of the objects and duties of the Corporation, and such other expenses, costs and sums of money designated as common expenses by the Act or this Declaration and without limiting the generality of the foregoing, shall include the specific expenses set out in Schedules "E" attached hereto.

#### **2.2 Payment of Common Expenses**

Each Owner, shall pay to the Corporation his proportionate share of the common expenses, and the assessment and collection of contributions toward common expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of the Act, Governing Documents, or any agreement in force from time to time by any Owner, or by members of his or her 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.

### 2.3 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 replacement of Common Elements and assets of the Corporation, all in accordance with the provisions of the Act;
- (b) No part of any reserve fund shall be used except for the purpose for which the fund was established. The amount of the reserve fund(s) shall constitute an asset of the Corporation and shall not be distributed to any Owner(s) except on termination of the Corporation.
- (c) In accordance with the Act, 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.
- (d) For the purposes of the Act, this Declaration and/or the Shared Facilities Agreement, any and all portions of the Shared Facilities not comprising part of the registered description plan of this Condominium shall be deemed to be an "asset" of the Corporation for the purposes of utilizing any of its Reserve Fund(s) in connection with this Corporation's responsibility to share in the cost of repairing and/or replacing the Shared Facilities with the Standard Condominium Development.

### 2.4 Status Certificate

The Corporation shall, upon request, provide to the requesting party a status certificate together with all accompanying documentation 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 (and/or any purchaser, transferee or mortgagee of a POTL from the Declarant) with a status certificate together with all accompanying documentation and information in accordance with the Act, as may be requested from time to time by or on behalf of the Declarant (or by any such purchaser, transferee, or mortgagee) in connection with the Declarant's sale, transfer or mortgage of any POTL(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

## ARTICLE III.

### COMMON ELEMENTS

#### 3.1 Use of Common Elements

- (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 POTL in Schedule "F", subject to any conditions or restrictions set out in the Act, the Governing Documents and any agreements, 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 POTLs, 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 any agreement, easements or 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, unless otherwise provided for in this Declaration.
- (c) The use of barbecues or other cooking devices is not permitted in any Common Element or exclusive use Common Element area, save and except for barbecues within the area(s) of the Common Elements designated by the Declarant or the Corporation, from time to time. The Corporation shall have the authority to regulate and restrict the types, sizes and other factors relating to barbecues and other cooking devices in areas which are permitted herein, from time to time, through the enactment of Rules.

- (d) 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.
- (e) Notwithstanding anything in the Governing Documents to the contrary, the Declarant and any related company shall be entitled to erect and maintain signs for marketing/sale purposes upon the Common Elements, pursuant to the Declarant's ongoing marketing program in respect of the POTLs or any other POTLs at such locations and having such dimensions as the Declarant may determine in its sole discretion provided same complies with municipal requirements. In addition, the Declarant and the related company, their sales staff, their authorized personnel or agents, and any prospective purchasers will together have the right to access the Common Element areas which right will cease forthwith upon the sale of all POTLs owned by the Declarant in the Condominium.
- (f) No animal, livestock or fowl, are permitted to be on or about the Common Elements, including the exclusive use Common Elements, except for ingress to and egress from a POTL. All dogs and cats must be kept under personal supervision and control and held by leash at all times during ingress and egress from a POTL and while on the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger or a nuisance to the residents of the Corporation is permitted to be on or about the Common Elements.
- (g) Use of the Common Elements shall be subject to the provisions of the agreements and easements that are registered on title to the Property

### **3.2 Exclusive Use Common Elements**

Subject to the provisions of the Act and the Governing Documents, the Owners of each POTL shall have the exclusive use of those parts of the Common Elements as described in Schedule "F" attached hereto, it being understood that the exclusive use may be regulated or affected by the Act and the Governing Documents.

### **3.3 Restricted Access**

Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated by the Board, from time to time. This paragraph 3.3 shall not apply to any mortgagee holding mortgages on at least thirty percent (30%) of the POTLs who shall have a right of access for inspection upon forty-eight (48) hours' notice to the Corporation or its property manager

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

#### **(a) General Prohibition**

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

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

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

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

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

**3.5 Parking**

- (a) No parking whatsoever shall be permitted on the roadways which comprise portions of the Common Elements.
- (b) Each parking space within the Common Elements shall be used and occupied only for motor vehicle parking purposes, and for any additional use or purpose provided for by the Governing Documents and 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.
- (c) The Visitor Parking Spaces are for use by visitors to the Owners or tenants of POTLs only and shall not be used by Owners of POTLs or for any other purpose whatsoever. The Visitor Parking Spaces may not be leased or sold to any Owner or otherwise assigned. Notwithstanding for foregoing, the Declarant, its sales and management personnel agents, sub-trades, invitees and prospective purchasers may park motor vehicles within the Visitor Parking Spaces until such time as all of the POTLs have been sold and conveyed by the Declarant.

**3.6 Security**

The Corporation may install a security system to its satisfaction for the purposes of monitoring all or those portions of the Common Elements that in its sole discretion require monitoring.

**3.7 Easements**

The Board shall have the authority to enter into such utility easements over the Common Elements of the Corporation as may be required by the Corporation, in the opinion of the Board, from time to time, including easements for the provision of telephone service, television service and hydro service.

**3.8 General Restrictions**

- a) No POTL shall be occupied or used by an Owner or anyone else, in such a manner as is likely to damage or injure any person or property (including any other POTLs or any portion of the Common Elements or the Standard Condominium Development) or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements and/or the Standard Condominium Development, or in a manner that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements or their respective POTL, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration or in the Shared Facilities Agreement, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the By-laws, and/or any agreement authorized by By-law including the Shared Facilities Agreement. If the use made by an Owner of a POTL, other than the Declarant (except as is contemplated in this Declaration or in the By-laws, or in any agreement authorized by By-law including without limitation, the Shared Facilities Agreement) causes injury to any person or causes latent or patent damage to any POTL or to any part of the Common Elements or the Standard Condominium Development, or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being cancelled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such owner's breach of the foregoing provisions of this section and such Owner shall pay with his or her next monthly contribution towards the common expenses after receipt of a notice from the Corporation, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards Common Expenses and recoverable as such; and
- b) Each Owner shall comply, and shall require all members of his or her family, occupants, tenants, invitees, servants, agents, contractors and licensees of his or her POTL to comply with the Act, the Declaration, the By-laws, and all agreements authorized by By-law and the Rules including, without limitation, the Shared Facilities Agreement.

## ARTICLE IV.

### MAINTENANCE AND REPAIRS

#### 4.1 Responsibility of Owner for Damage

Each Owner shall be responsible for all damage to the Common Elements which is caused by the negligence or willful misconduct of the Owner, his or her tenants, licensees, or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

#### 4.2 Repair and Maintenance by Corporation

- (a) The Corporation shall maintain and repair the Common Elements at its own expense. The Corporation shall also maintain and repair all facilities (including without limitation, any portion of the Shared Facilities comprising parts of the Common Elements of this Condominium which the Condominium has failed to maintain and repair in accordance with the Shared Facilities Agreement, any water mains, storm and sanitary sewers and street lights) which service a POTL, whether located within the Common Elements or wholly or partly within a POTL and the Corporation and its designated agents shall have full access to a POTL to carry out its obligation pursuant to this paragraph. If the Corporation is required to maintain or repair any facility or services on a POTL, the Corporation shall only be responsible to return the POTL to its original state and shall not be responsible to repair or replace, or to correct any upgrade or improvement performed or added to the POTL by the POTL owner; and
- (b) The Corporation shall, with respect to any damage to any portion of the Shared Facilities comprising any portion of the Common Elements of this Condominium, make (or arrange for) any repairs that any Owner is obligated to make and that he or she does not make within a reasonable time, after written notice is given to such Owner by the Corporation. The Owner shall reimburse the Corporation for the cost of such repairs, and all such costs shall bear interest at the rate of eighteen (18%) percent per annum, calculated monthly not in advance from the date or dates incurred, until paid by the Owner. The Corporation may collect such costs in such installments as the Board may decide upon, which installments 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 be recoverable as such.

## ARTICLE V.

### INDEMNIFICATION

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

## ARTICLE VI.

### INSURANCE

#### 6.1 By the Corporation

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

- (a) “All Risk” Insurance: Insurance against “all risks” (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard “all

risks” insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:

- (i) the Property and buildings (if any); and
- (ii) all assets of the Corporation, but not including anything supplied or installed by the Owners;

in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation. This insurance may be subject to a loss deductible clause as determined by the Board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the Common Elements (or any portion thereof), provided however that if any Owner, tenant or other person residing in a POTL with the knowledge or permission of the Owner, through an act or omission causes damage to any portion of the Common Elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation’s insurance policy shall be added to the common expenses payable in respect of such Owner’s POTL.

(b) Policy Provisions

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

- (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;
- (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days' prior written notice to the Corporation and to the Insurance Trustee;
- (iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property, in the event that after damage, the government of the Property is terminated pursuant to the Act;
- (iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and
- (v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.

- (c) Public Liability Insurance: Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a POTL.

## 6.2 General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged residential townhouse, shall be bound by such adjustment.
- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 6.2(b) of this Article VI shall be read without prejudice to the right of any

mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;

- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any POTL. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the Record of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act;
- (e) Where insurance proceeds are received by the Corporation or any other person, they shall be held in trust and applied, utilized and distributed in accordance with the Act and this Article VI; and
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the board may deem advisable and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a Common Expense.

### **6.3 By the Owner**

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance, should be obtained and maintained by each Owner for his or her own benefit at such Owner's own expense:

- (a) Insurance on the Owner's POTL and all buildings constructed thereon. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its managers, agents, employees and servants and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties.
- (b) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation;
- (c) Insurance covering the deductible on the Corporation's main policy for which an Owner may be responsible.

### **6.4 Indemnity Insurance for Directors and Officers of the Corporation**

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

## **ARTICLE VII.**

### **SHARED FACILITIES**

#### **7.1 The Control, Operations, Budgeting and Cost-Sharing of the Shared Facilities**

- (a) Save as otherwise provided in this Declaration to the contrary, and without limiting any easement that the Condominium enjoys or is subject to, the Shared Facilities shall be used only by the Declarant, the owners of the residential units in Standard Condominium

Development and the owners of dwelling units in the Condominium and by their respective residents, tenants and invitees, subject to the terms of the Shared Facilities Agreement. Save as otherwise provided in this Declaration to the contrary, no provision contained in any of the By-laws or Rules of this Corporation shall restrict the access to, egress from and/or use of the Shared Facilities by the persons entitled thereto, save for any reasonable controls or restrictions imposed on access thereto by the Board for the Shared Facilities that are a unit of the Standard Condominium Development or part of the Common Elements of the Condominium.

- (b) The Corporation's share of the Shared Facilities Costs shall be calculated and paid as provided in the Shared Facilities Agreement. The budget for the Corporation shall incorporate any budget for the same period for Shared Facilities Costs prepared in accordance with the Shared Facilities Agreement by or on behalf of the owners or parties for the time being to the Shared Facilities Agreement.

## ARTICLE VIII

### DUTIES OF THE CORPORATION

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

- (a) to enter into, ratify and/or assume all registered municipal agreements as required by the City of Richmond Hill, and to comply with all of the covenants, conditions, restrictions, agreements, obligations, terms and provisions contained therein and/or registered against the Property, in addition to any requirements set forth in the Act and the Governing Documents;
- (b) to enter into, ratify, confirm or assume any utility agreement as may be required for the operation of the Common Elements and the POTLs, including without limitation, an agreement relating to the supply and distribution of electricity, water and heating/cooling to the POTLs;
- (c) to operate, maintain and keep in good repair, as would a prudent owner of similar premises at all times, the Common Elements assets of the Corporation, or lands that constitute portions of the Shared Facilities, including, without limitation, the removal of graffiti and other unsightly demarcations within 10 working days of any such occurrence;
- (d) to take all reasonable steps to collect from each POTL owner his proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each POTL in respect of which the owner has defaulted in the payment of common expenses;
- (e) To assume and/or enter into the Shared Facilities Agreement as soon as reasonably possible after the registration of this Declaration and to observe and comply (and insofar as possible, compel the observance and/or compliance by all Owners, residents and their respective tenants and/or invitees) with all terms and provisions contained in the Shared Facilities Agreement in addition to complying (and insofar as possible compelling the observance and/or compliance by all Owners, residents and their respective tenants and/or invitees) with all of the requirements set forth in the Act, and all of the terms and provisions set forth in this Declaration, By-laws and Rules of this Corporation;
- (f) To not interfere with the supply of (and insofar as the requisite services are supplied from the Adjacent Lands or the Property, to cause) heat, hydro, water, gas and all other requisite utility services (including such services which constitute Shared Facilities) to be provided to the Standard Condominium Development so that same are fully functional and operable during normal or customary hours of use;
- (g) To pay on a monthly basis, the Corporation's share of the Shared Facilities Costs, as more particularly set out in the foregoing provisions of this Declaration and as provided for in the Shared Facilities Agreement;
- (h) To execute, forthwith upon the request of the Declarant following the transfer of title to any shared units of the Standard Condominium Development, such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the formal cessation of all the Declarant's liabilities and obligations with respect to the Shared Facilities (as same relate to the Condominium and for which the Declarant was responsible for prior to the registration of the Condominium, if any);
- (i) To accept and register the transfer from the Declarant of this Corporation's undivided interest in any shared units of the Standard Condominium Corporation (in accordance with, and at the time(s) contemplated by this Declaration and/or the Shared Facilities Agreement)

and to complete and execute all requisite documentation and affidavits necessary to effect the registration of such conveyance, all without cost to the Declarant.

- (j) The Board shall, after notification thereof, adopt without amendment and be bound by, all decisions of the parties to the Shared Facilities Agreement in connection with matters dealt with in the Shared Facilities Agreement as if such decisions were made by the Board itself, including decisions with respect to the determination of the Shared Facilities Costs.
- (k) To enter into, accept, perform and be bound by any of the covenants, agreements and obligations which it may or is required to assume under this Declaration, and under the Shared Facilities Agreement and to take any and all steps which may be requested of it by the Declarant to fully implement in a timely manner the purposes, intent and provisions of this Declaration and the Shared Facilities Agreement and any modifications and amendments thereto all as may be provided for under this Declaration and under the Shared Facilities Agreement.

## ARTICLE IX

### GENERAL MATTERS AND ADMINISTRATION

#### 9.1 Invalidity

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

#### 9.2 Waiver

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

#### 9.3 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 POTL Owner, delivered to the Owner's POTL or at the mailbox of the POTL 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 POTL 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 3<sup>rd</sup> business day following the day on which it was mailed.

**9.4 Interpretation of Declaration**

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

**9.5 Headings**

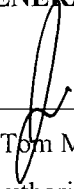
The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

*(the remainder of this page is left blank intentionally; signatory page follows)*

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

DATED at the City of Toronto, this 1st day of October, 2025.

**ALBERT GELMAN INC., SOLELY IN ITS  
CAPACITY AS COURT APPOINTED RECEIVER  
OF JEFFERSON PROPERTIES LIMITED  
PARTNERSHIP AND 2011836 ONTARIO CORP.  
(AS GENERAL PARTNER)**

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

Name: Tom McElroy

Title: Authorized Signing Officer

Date: October 1, 2025

I have authority to bind the Corporation

## SCHEDULE "A"

In the City of Richmond Hill, Region of York, being composed of: (i) Part of Block 1, Plan 65M-4637, designated as Part 57 on 65R-41136; City of Richmond Hill, being all of PIN 03208-3278 (LT); (ii) Part of Block 1, Plan 65M-4637, designated as Part 59 on 65R-41136; City of Richmond Hill, being all of PIN 03208-3279 (LT); and (iii) Part of Block 1, Plan 65M-4637, designated as Part 60 on 65R-41136; City of Richmond Hill, being all of PIN 03208-3280 (LT).

1. Existing Servient Easement – to Rogers Communications Inc.

**SUBJECT TO** an easement in favour of Rogers Communications Inc. as set out in Instrument No. YR2622073.

2. Existing Servient Easement – to Enbridge Gas Distribution Inc.

**SUBJECT TO** an easement in favour of Enbridge Gas Distribution Inc. as set out in Instrument No. YR2644669.

3. Existing Servient Easement – to Alectra Utilities Corporation

**SUBJECT TO** an easement over Block 1, Plan 65M-4637; Part of Lots B & C, Plan 1916 designated as Part 3, Plan 65R-37587, in favour of Alectra Utilities Corporation as set out in Instrument No. YR2817498.

Hereinafter referred to as the "**Condominium Lands**".

For the purposes of this Schedule "A", the lands in the City of Richmond Hill, Region of York, being composed of Part of Lots B and C, Plan 1916 designated as Part 3, Plan 65R-37587, being all of PIN 03208-3230 (LT) hereinafter referred to as the "**Adjacent Condominium Lands**".

1. New Servient Easement – For Pedestrian Ingress and Egress

**SUBJECT TO** a non-exclusive surface easement over the interior private walkways to be constructed upon a portion of the grade level of the Condominium Lands, for the purpose of providing pedestrian ingress and egress, in favour of the property located to the south of the Condominium Lands, legally described as: (i) Block 1, Plan 65M-4772; Subject to an Easement as in YR3632399; City of Richmond Hill, being all of PIN 03208-3238 (LT); Block 2, Plan 65M-4772; Subject to an Easement as in YR3632399; City of Richmond Hill, being all of PIN 03208-3239 (LT); and (iii) Block 3, Plan 65M-4772; Subject to an Easement in Gross over Parts 85 and 94, 65R-40326 as in YR3565083; Subject to an Easement over Parts 86 to 93, Plan 65R-40326 as in YR3632399; City of Richmond Hill, being all of PIN 03208-3240 (LT), created pursuant to Section 1.9 of the Declaration to which this Schedule "A" forms a part of.

2. New Servient Easement – For Vehicular and Pedestrian Construction Access, Support and Repair

**SUBJECT TO** an easement/registered right of access agreement with any owners of the Adjacent Condominium Lands relating to the development, support, services, inspection, construction and repair of the Adjacent Condominium Lands.

3. New Servient Easement – For Vehicular and Pedestrian Ingress and Egress

**SUBJECT TO** an easement in favour of the Adjacent Condominium Lands in, over, upon, and through Parts 57 and 60 on Plan 65R-41136 for vehicular and pedestrian passage.

4. New Servient Easement – For Access and Use of Parkette

**SUBJECT TO** an easement in favour of the Adjacent Condominium Lands for the use and enjoyment of the Parkette contained within Part 59 on Plan 65R-41136, including, without limitation, for the placement of community mailboxes serving the Adjacent Condominium Lands.

5. New Servient Easement – Storm Water Sewer Easement

**SUBJECT TO** an easement in favor of the Adjacent Condominium Lands in, over, upon and through Parts 57 and 60 on Plan 65R-41136 for the purpose of ingress, egress, constructing, installing, keeping, operating, maintaining, inspecting, patrolling, altering moving, replacing, reconstructing, enlarging, and repairing municipal underground sewers, storm sewers, underground water lines, drains, drainage courses, beddings, pipes, conduits, markers, ditches, swales, channels, ducts, valves, fittings, meters, manholes, services, fixtures, equipment, and other works and appurtenances or accessories thereto whether or not similar to the

foregoing, as may be useful or convenient in connection therewith or incidental thereto, for the purpose of the transfer, transmission, control, flow (whether increase or decrease), carriage, conveyance, transportation, increasing or decreasing velocity or volume of municipal sewage, water, or both above and below the ground or partly of each for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby created and transferred over the easement.

6. New Appurtenant Easement – For Vehicular and Pedestrian Construction Access, Support and Repair

**TOGETHER WITH** an easement/registered right of access agreement with any owners of the Adjacent Condominium Lands relating to the development, support, services, inspection, construction and repair of the Condominium Lands.

7. New Appurtenant Easement – For Vehicular and Pedestrian Ingress and Egress

**TOGETHER WITH** an easement in favour of the Condominium Lands in, over, upon, and through Part 1 on Plan 65R-41121 for the purpose of vehicular and pedestrian passage.

8. New Appurtenant Easement – For Right of Support

**TOGETHER WITH** an easement in favour of the Condominium Lands in, over, upon, and through Part 2 on Plan 65R-41121 for the purpose of support.

9. New Appurtenant Easement – Access for Installation, Maintenance and Repairs

**TOGETHER WITH** rights of way or rights in the nature of easements, in favour of the owners, their successors and assigns of the Condominium Lands in, over, along and upon those portions of said Block 1 on said Registered Plan 65M-4637, designated as Parts 1 to 56, inclusive, and Part 58 on said plan of survey 65R-41136, being all of PINs 03208-3242(LT) to ~~03208-3277~~ 03208-3277(LT), inclusive (collectively the POTL's), for the access of persons, materials, vehicles and equipment for the further purpose of installing, maintaining, operating, altering, repairing, replacing and inspecting any concrete curbing, fencing, entrance signage features, retaining walls, street light fixtures, storm and sanitary sewer pipes, catch basins and manholes, drainage swale, water main pipes, valves and hydrants, electrical, telephone, television and cable conduits, cables and wires, gas lines and various other services and utilities, together with all appurtenances thereto as may be necessary or convenient from time to time to provide for such services and utilities to any parts of the Condominium Lands or other Parcels of Tied Land (POTL's) associated with this condominium. This easement further permits the encroachment of any such services and facilities appurtenant to them, as well as any curb or sidewalk, to exist and remain upon the servient lands. In the exercise of the rights and easements hereby transferred, the entrant shall restore the surface of the ground to the approximate condition in which it existed at the time of each and every entry upon the Lands. Provided that the easement herein granted shall not include any right of entry on any part of the lands upon which any building or permanent structures are erected.

10. New Appurtenant Easement – Storm Water Sewer Easement

**TOGETHER WITH** an easement in favor of the Condominium Lands in, over, upon and through Parts 50-56 (inclusive) and 58 on Plan 65R-41136 for the purpose of ingress, egress, constructing, installing, keeping, operating, maintaining, inspecting, patrolling, altering moving, replacing, reconstructing, enlarging, and repairing municipal underground sewers, storm sewers, underground water lines, drains, drainage courses, beddings, pipes, conduits, markers, ditches, swales, channels, ducts, valves, fittings, meters, manholes, services, fixtures, equipment, and other works and appurtenances or accessories thereto whether or not similar to the foregoing, as may be useful or convenient in connection therewith or incidental thereto, for the purpose of the transfer, transmission, control, flow (whether increase or decrease), carriage, conveyance, transportation, increasing or decreasing velocity or volume of municipal sewage, water, or both above and below the ground or partly of each for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby created and transferred over the easement.

**IN MY OPINION**, based on the parcel register and the plans and documents recorded therein, the legal description is correct, the described easements will exist in law upon the registration of the Declaration and Description, and the Declarant is the registered owner of the land and appurtenant interests.

Dated at the City of Toronto, this 1st day of October, 2025.

**LOOPSTRA NIXON LLP**



Name: Rejean Theriault

Title: Partner

**SCHEDULE "B"**


**CONSENT OF CHARGE**

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

1. We, Berkley Insurance Company, have a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Instrument Number YR3394837 in the Land Registry Office for the Land Titles Division of York Region.
2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent and postponement.

Dated this 25th day of August, 2025.

**BERKLEY INSURANCE COMPANY**

Per: 

Name: Pamela Martin  
Title: Regional Manager-Director of Developer Surety

I/We have the authority to bind the Corporation.

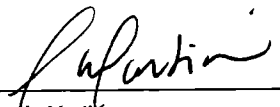
**CONSENT TO ATTACHMENT OF A COMMON INTEREST TO A PARCEL OF TIED LAND**

(Under subsection 40(3) of Ontario Regulation 48/01 and  
under clause 140(c) of the *Condominium Act, 1998*)

1. We, Berkley Insurance Company, have a mortgage registered as Number YR3394837 in the Land Registry Office for the Land Titles (or Registry) Division of York Region against a parcel of land (known as the "Parcel") to which a common interest in a common elements condominium corporation (known as the "Corporation") will attach upon the registration of the attached declaration (known as the "Declaration") dated October 1/25 and the description (known as the "Description") creating the Corporation.
2. We acknowledge that, upon the registration of the Declaration and Description, the Parcel will become subject to all encumbrances, if any, outstanding against the property described in Schedule A to the Declaration.
3. We consent to the registration of a notice in the prescribed form indicating that a common interest in the Corporation, as the common interest is set out in Schedule D to the Declaration, attaches to the Parcel upon the registration of the Declaration and Description.

Dated this 25th day of August, 2025.

**BERKLEY INSURANCE COMPANY**

Per:   
 Name: Pamela Martin  
 Title: Regional Manager-Director of Developer Surety  
 I/We have the authority to bind the Corporation.

**CONSENT OF CHARGE**

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

1. We, Cameron Stephens Mortgage Capital Ltd., have a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Instrument Number YR3391499 in the Land Registry Office for the Land Titles Division of York Region.
2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent and postponement.

Dated this 23 day of June, 2025.

**CAMERON STEPHENS MORTGAGE CAPITAL LTD.**

Per: 

Name: Daniel Leitch

Title: VP

I/We have the authority to bind the Corporation.

**CONSENT TO ATTACHMENT OF A COMMON INTEREST TO A PARCEL OF TIED LAND**

(Under subsection 40(3) of Ontario Regulation 48/01 and  
under clause 140(c) of the *Condominium Act, 1998*)

1. We, Cameron Stephens Mortgage Capital Ltd., have a mortgage registered as Number YR3391499 in the Land Registry Office for the Land Titles (or Registry) Division of York Region against a parcel of land (known as the "Parcel") to which a common interest in a common elements condominium corporation (known as the "Corporation") will attach upon the registration of the attached declaration (known as the "Declaration") dated October 1, 2025 and the description (known as the "Description") creating the Corporation.
2. We acknowledge that, upon the registration of the Declaration and Description, the Parcel will become subject to all encumbrances, if any, outstanding against the property described in Schedule A to the Declaration.
3. We consent to the registration of a notice in the prescribed form indicating that a common interest in the Corporation, as the common interest is set out in Schedule D to the Declaration, attaches to the Parcel upon the registration of the Declaration and Description.

Dated this 23 day of June, 2025.

**CAMERON STEPHENS MORTGAGE CAPITAL  
LTD.**

Per: 

Name: Daniel Beitch

Title: VP

I/We have the authority to bind the Corporation.

**CONSENT OF CHARGE**

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

1. We, Windsor Private Capital Limited Partnership, by our general partner, WPC GP I Inc., have a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Instrument Number YR3573855 in the Land Registry Office for the Land Titles Division of York Region.
2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent and postponement.

Dated this 5th day of August, 2025.

**WINDSOR PRIVATE CAPITAL LIMITED  
PARTNERSHIP, by its general partner, WPC GP I  
INC.**

Per: 

Name: Jordan Kupinsky

Title: ASO

I/We have the authority to bind the Corporation.

**CONSENT TO ATTACHMENT OF A COMMON INTEREST TO A PARCEL OF TIED LAND**

(Under subsection 40(3) of Ontario Regulation 48/01 and  
under clause 140(c) of the *Condominium Act, 1998*)

1. We, Windsor Private Capital Limited Partnership, by our general partner, WPC GP I Inc., have a mortgage registered as Number YR3573855 in the Land Registry Office for the Land Titles (or Registry) Division of York Region against a parcel of land (known as the "Parcel") to which a common interest in a common elements condominium corporation (known as the "Corporation") will attach upon the registration of the attached declaration (known as the "Declaration") dated ~~August 5th, 2025~~ October 1, 2025 and the description (known as the "Description") creating the Corporation.
2. We acknowledge that, upon the registration of the Declaration and Description, the Parcel will become subject to all encumbrances, if any, outstanding against the property described in Schedule A to the Declaration.
3. We consent to the registration of a notice in the prescribed form indicating that a common interest in the Corporation, as the common interest is set out in Schedule D to the Declaration, attaches to the Parcel upon the registration of the Declaration and Description.

Dated this 5th day of August, 2025.

**WINDSOR PRIVATE CAPITAL LIMITED  
PARTNERSHIP, by its general partner, WPC GP I  
INC.**

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

Name: Jordan Kupinsky

Title: ASO

I/We have the authority to bind the Corporation.

**SCHEDULE "B"****CONSENT OF CHARGE**

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

1. Dragon Holding Global Real Estate Funds SPC has a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Instrument Number YR3059206 in the Land Registry Office for the Land Titles Division of York Region.
1. The consent of the above Chargee to the registration of a notice in the prescribed form indicating that a common interest in the Corporation, as the common interest is set out in Schedule "D" to the Declaration, attaches to the Parcel upon the registration of the Declaration and Description was dispensed with by the Order of Justice Steele of the Superior Court of Justice dated July 4<sup>th</sup>, 2025 under Court File No: CV-23-00710795-00CL (the "Order"). A copy of the Order was registered in the Land Registry Office for the Land Titles Division of York Region (No. 65) on October 3, 2025 as Instrument Number YR3847587. The Order is in full force and effect, unamended as of the date hereof.

Dated this 6th day of October, 2025.

**ALBERT GELMAN INC., SOLELY IN ITS  
CAPACITY AS COURT APPOINTED RECEIVER  
OF JEFFERSON PROPERTIES LIMITED  
PARTNERSHIP AND 2011836 ONTARIO CORP.  
(AS GENERAL PARTNER)**

Per: \_\_\_\_\_  
Name: Tom McElroy  
Title: Managing Director (Ontario)

*I/We have the authority to bind the Corporation.*

**CONSENT TO ATTACHMENT OF A COMMON INTEREST TO A PARCEL OF TIED LAND**

(Under subsection 40(3) of Ontario Regulation 48/01 and  
under clause 140(c) of the *Condominium Act, 1998*)

2. Dragon Holding Global Real Estate Funds SPC has a mortgage registered as Number YR3059206 in the Land Registry Office for the Land Titles (or Registry) Division of York Region against a parcel of land (known as the "Parcel") to which a common interest in a common elements condominium corporation (known as the "Corporation") will attach upon the registration of the attached declaration (known as the "Declaration") dated October 1, 2025, and the description (known as the "Description") creating the Corporation.
3. We acknowledge that, upon the registration of the Declaration and Description, the Parcel will become subject to all encumbrances, if any, outstanding against the property described in Schedule "A" to the Declaration.
4. The consent of the above Chargee to the registration of a notice in the prescribed form indicating that a common interest in the Corporation, as the common interest is set out in Schedule "D" to the Declaration, attaches to the Parcel upon the registration of the Declaration and Description was dispensed with by the Order of Justice Steele of the Superior Court of Justice dated July 4<sup>th</sup>, 2025 under Court File No: CV-23-00710795-00CL (the "Order"). A copy of the Order was registered in the Land Registry Office for the Land Titles Division of York Region (No. 65) on October 3, 2025 as Instrument Number YR3847587. The Order is in full force and effect, unamended as of the date hereof.

Dated this 6th day of October, 2025.

**ALBERT GELMAN INC., SOLELY IN ITS  
CAPACITY AS COURT APPOINTED RECEIVER  
OF JEFFERSON PROPERTIES LIMITED  
PARTNERSHIP AND 2011836 ONTARIO CORP.  
(AS GENERAL PARTNER)**

Per:   
Name: Tom McElroy  
Title: Managing Director (Ontario)

*I/We have the authority to bind the Corporation.*

**SCHEDULE "C"**  
**BOUNDARIES OF UNITS**

Not applicable.

## SCHEDULE "D"

### PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS

The common elements are intended for the use and enjoyment of the owners for the purposes of clause 140(a) of the Act.

POTL NO.	Legal Description of POTL	Proportions (expressed in the percentages) in which the Owners are to contribute to the Common Expenses	Proportion (expressed in percentages) of the common interest that will attach to each POTL
<b>TH 1</b>	<b>PIN 03208-3242 (LT)</b>  Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 1 on Reference Plan 65R-41136.	2.7777	2.7777
<b>TH 2</b>	<b>PIN 03208-3243 (LT)</b>  Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 2 and 41 on Reference Plan 65R-41136.	2.7777	2.7777
<b>TH 3</b>	<b>PIN 03208-3244 (LT)</b>  Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 3 on Reference Plan 65R-41136.	2.7777	2.7777
<b>TH 4</b>	<b>PIN 03208-3245 (LT)</b>  Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 4 and 40 on Reference Plan 65R-41136.	2.7777	2.7777
<b>TH 5</b>	<b>PIN 03208-3246 (LT)</b>  Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 5 and 39 on Reference Plan 65R-41136.	2.7777	2.7777
<b>TH 6</b>	<b>PIN 03208-3247 (LT)</b>  Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 6 on Reference Plan 65R-41136.	2.7777	2.7777
<b>TH 7</b>	<b>PIN 03208-3248 (LT)</b>  Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 7 on Reference Plan 65R-41136.	2.7777	2.7777
<b>TH 8</b>	<b>PIN 03208-3249 (LT)</b>  Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 8 and 38 on Reference Plan 65R-41136.	2.7777	2.7777

<b>TH 9</b>	<b>PIN 03208-3250 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 9 and 37 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TH 10</b>	<b>PIN 03208-3251 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 10 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TH 11</b>	<b>PIN 03208-3252 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 11 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TH 12</b>	<b>PIN 03208-3253 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 12 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TH 13</b>	<b>PIN 03208-3254 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 13 and 43 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TH 14</b>	<b>PIN 03208-3255 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 14 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TH 15</b>	<b>PIN 03208-3256 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 15 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TH 16</b>	<b>PIN 03208-3257 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 16 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TH 17</b>	<b>PIN 03208-3258 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 17 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TH 18</b>	<b>PIN 03208-3259 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 18 and 42 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TH 19</b>	<b>PIN 03208-3260 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 19 and 44 on Reference Plan 65R-41136.	2.7778	2.7778

<b>TH 20</b>	<b>PIN 03208-3261 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 20 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TH 21</b>	<b>PIN 03208-3262 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 21 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TH 22</b>	<b>PIN 03208-3263 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 22 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TH 23</b>	<b>PIN 03208-3264 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 23 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TH 24</b>	<b>PIN 03208-3265 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 24 and 45 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TH 25</b>	<b>PIN 03208-3266 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 25 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TH 26</b>	<b>PIN 03208-3267 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 26 and 49 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TH 27</b>	<b>PIN 03208-3268 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 27 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TH 28</b>	<b>PIN 03208-3269 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 28 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TH 29</b>	<b>PIN 03208-3270 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 29, 48 and 58 on Reference Plan 65R-41136.	2.7778	2.7778

<b>TH 30</b>	<b>PIN 03208-3271 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 30, 47 and 56 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TH 31</b>	<b>PIN 03208-3272 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 31 and 55 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TH 32</b>	<b>PIN 03208-3273 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 32 and 54 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TH 33</b>	<b>PIN 03208-3274 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 33 and 53 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TH 34</b>	<b>PIN 03208-3275 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 34 and 52 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TH 35</b>	<b>PIN 03208-3276 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 35, 46 and 51 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TH 36</b>	<b>PIN 03208-3277 (LT)</b> Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 36 and 50 on Reference Plan 65R-41136.	2.7778	2.7778
<b>TOTAL</b>		<b>100.00%</b>	<b>100.00%</b>

The common elements are intended for the use and enjoyment of the owners of the parcels of tied land for the purpose of Clause 140(a) of the Act.

**IN MY OPINION**, each parcel of tied land described in this Schedule "D" will, upon the registration of the declaration and description, be capable of being individually conveyed, or otherwise dealt with, without contravening Section 50 of the *Planning Act*.

Dated at the City of Toronto, this 1st day of October, 2025.

**ALBERT GELMAN INC., SOLELY IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF JEFFERSON PROPERTIES LIMITED PARTNERSHIP AND 2011836 ONTARIO CORP. (AS GENERAL PARTNER)**

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

Name: Tom McElroy

Title: Authorized Signing Officer

Date: October 1, 2025

I have authority to bind the Corporation

## SCHEDULE "E"

### SPECIFICATION OF COMMON EXPENSES

Common Expenses shall include the following:

1. 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 Declaration, the By-Laws or rules of the corporation, or any other agreement or instrument imposing obligations on the Corporation.
2. 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.
3. All sums of money payable for utilities and services servicing the common elements including, without limiting the generality of the foregoing, monies payable on account of:
  - (a) hydro;
  - (b) waste disposal;
  - (c) landscaping and snow clearing with respect to the common elements;
  - (d) electricity supplied to the common elements;
  - (e) maintenance materials, tools and supplies;
  - (f) general repair and maintenance of the common elements;
  - (g) maintenance contracts, including contracts for snow removal and other services agreed to from time to time.
4. All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements;
5. All sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
6. 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 and for a reserve fund study;
7. 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;
8. The fees and disbursements of the insurance trustee;
9. All expenses incurred by the Corporation in enforcing any of the Declaration, By-laws or Rules from time to time.

**SCHEDULE "F"**

**EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS**

None.

**SCHEDULE "G"**

**CERTIFICATE OF ARCHITECT OR ENGINEER  
(UNDER SUBSECTIONS 40(11) AND 56(7) OF ONTARIO REGULATION 48/01 AND UNDER  
CLAUSE 8 (1) (E) AND (H) OR CLAUSES 157 (1) (C) AND (E) OF THE CONDOMINIUM ACT, 1998)**

*Condominium Act, 1998*

I certify that:

I. Each building and structure that the declaration and description show are included in the common elements has been constructed in accordance with the regulations made under the Condominium Act, 1998, with respect to the following matters:

*(Check whichever boxes are applicable)*

~~1,2,3.  The declaration and description show that there are no buildings or structures included in the common elements.~~

OR

~~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.  Floor assemblies of the buildings and structures are constructed and completed to the final covering.~~

~~3.  Walls and ceilings of the buildings and structures are completed to the drywall (including taping and sanding), plaster or other final covering.~~

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

OR

There are no underground garages.

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

OR

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

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

OR

There are no installations with respect to the provision of water and sewage services.

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

~~OR~~

~~There are no installations with respect to the provision of heat and ventilation.~~

~~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 and operable.~~

~~OR~~

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

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

~~OR~~

~~There are no indoor and outdoor swimming pools.~~

*[Strike out whichever is not applicable:]*

~~11. All facilities and services that the declaration and description show are included in the common elements~~

OR

The following facilities and services that the declaration and description show are included in the common elements:

*[ITEM 1, 2, 3, 4, 5] (specify by reference to the item numbers in Schedule H)]*

have been installed and provided in accordance with the requirements of the municipalities in which the land is situated or the requirements of the Minister of Municipal Affairs and Housing, if the land is not situated in a municipality.

Dated this <sup>27<sup>th</sup></sup> day of MAY, 2025.



ERNESTO VALENTE

(print name)

(Strike out whichever is not applicable:

~~Architect~~

Professional Engineer)

## SCHEDULE "G"

### CERTIFICATE OF ARCHITECT OR ENGINEER (UNDER SUBSECTIONS 40(11) AND 56(7) OF ONTARIO REGULATION 48/01 AND UNDER CLAUSE 8 (1) (E) AND (H) OR CLAUSES 157 (1) (C) AND (E) OF THE *CONDOMINIUM ACT, 1998*)

*Condominium Act, 1998*

I certify that:

I. Each building and structure that the declaration and description show are included in the common elements has been constructed in accordance with the regulations made under the Condominium Act, 1998, with respect to the following matters:

*(Check whichever boxes are applicable)*

1,2,3.  The declaration and description show that there are no buildings or structures included in the common elements.

OR

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.  Floor assemblies of the buildings and structures are constructed and completed to the final covering.
3.  Walls and ceilings of the buildings and structures are completed to the drywall (including taping and sanding), plaster or other final covering.
4.  All underground garages have walls and floor assemblies in place.

OR

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

OR

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

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

OR

There are no installations with respect to the provision of water and sewage services.

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

OR

There are no installations with respect to the provision of heat and ventilation.

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 and operable.  
(UP TO THE METERBASE EXTERNAL TO UNITS AND PRIVATE LIGHTING)

OR

There are no installations with respect to the provision of electricity.

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

OR

There are no indoor and outdoor swimming pools.

*[Strike out whichever is not applicable:]*

11. All facilities and services that the declaration and description show are included in the common elements

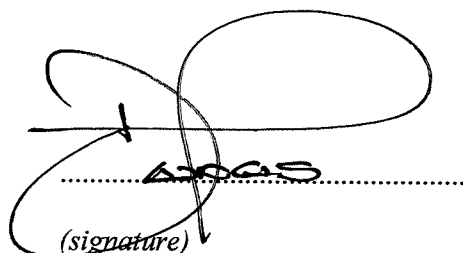
OR

The following facilities and services that the declaration and description show are included in the common elements:

..... *(specify by reference to the item numbers in Schedule H)]*

have been installed and provided in accordance with the requirements of the municipalities in which the land is situated or the requirements of the Minister of Municipal Affairs and Housing, if the land is not situated in a municipality.

Dated this 5<sup>th</sup> day of MAY, 2025

  
.....  
*(signature)*



DAVID E. TOMINGAS, P.ENG.

.....  
*(print name)*

*(Strike out whichever is not applicable:*

~~XXXXXX~~

Professional Engineer)

## SCHEDULE "G"

**CERTIFICATE OF ARCHITECT OR ENGINEER  
(UNDER SUBSECTIONS 40(11) AND 56(7) OF ONTARIO REGULATION 48/01 AND UNDER  
CLAUSE 8 (1) (E) AND (H) OR CLAUSES 157 (1) (C) AND (E) OF THE CONDOMINIUM ACT, 1998)**

*Condominium Act, 1998*

I certify that:

I. Each building and structure that the declaration and description show are included in the common elements has been constructed in accordance with the regulations made under the Condominium Act, 1998, with respect to the following matters:

*(Check whichever boxes are applicable)*

1,2,3.  The declaration and description show that there are no buildings or structures included in the common elements.

OR

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.  Floor assemblies of the buildings and structures are constructed and completed to the final covering.
3.  Walls and ceilings of the buildings and structures are completed to the drywall (including taping and sanding), plaster or other final covering.
4.  All underground garages have walls and floor assemblies in place.

OR

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

OR

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

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

OR

~~There are no installations with respect to the provision of water and sewage services.~~

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

OR

There are no installations with respect to the provision of heat and ventilation.

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 and operable.~~

OR

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

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

OR

There are no indoor and outdoor swimming pools.

*[Strike out whichever is not applicable:]*

11. ~~All facilities and services that the declaration and description show are included in the common elements~~

OR

~~The following facilities and services that the declaration and description show are included in the common elements:~~

~~.....(specify by reference to the item numbers in Schedule H)~~

~~have been installed and provided in accordance with the requirements of the municipalities in which the land is situated or the requirements of the Minister of Municipal Affairs and Housing, if the land is not situated in a municipality.~~

Dated this day of 8<sup>th</sup>, JANUARY, 2025

.....GR.....

(signature)



GREG RASPIN

(print name)

(Strike out whichever is not applicable:

Architect

~~Professional Engineer)~~

**SCHEDULE "H"**  
**COMMON ELEMENTS**

Facilities and Services:

1. Private Roadway
2. Pedestrian Walkways
3. Parkette
4. Underground infiltration galleries
5. Visitor Parking Spaces

**SCHEDULE "I"**

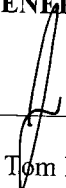
**CERTIFICATE OF OWNER IN THE MATTER OF A COMMON ELEMENTS  
CONDOMINIUM CORPORATION**

(Under Clause 139(1)(b) of the *Condominium Act, 1998*)

1. We are the owner of the freehold in the City of Richmond Hill, Region of York, being composed of Part of the lands described as Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 1 to 56 (inclusive) and 58 on Reference Plan 65R-41136, being all of PIN(s) 03208-3242 (LT) to 03208-3277 (LT) (inclusive) (known as the "Parcel").
2. We consent to the registration of the attached declaration to create a common elements condominium corporation (known as the "Corporation") on Part of the lands described as Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 57, 59 and 60 on Reference Plan 65R-41136, being all of PIN(s) 03208-3278 (LT), 03208-3279 (LT) and 03208-3280 (LT).
3. We acknowledge that, upon registration of the declaration and the description, the Parcel will become subject to all encumbrances, if any, outstanding against the property described in Schedule A to the declaration.
4. We consent to the registration of a notice in the prescribed form against the Parcel indicating that a common interest in the Corporation, as the common interest is set out in Schedule D to the declaration, attaches to the Parcel upon the registration of the declaration and description.

DATED this 1<sup>st</sup> day of October, 2025.

**ALBERT GELMAN INC., SOLELY IN ITS  
CAPACITY AS COURT APPOINTED RECEIVER  
OF JEFFERSON PROPERTIES LIMITED  
PARTNERSHIP AND 2011836 ONTARIO CORP.  
(AS GENERAL PARTNER)**

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

Name: Tom McElroy

Title: Authorized Signing Officer

Date: October 1, 2025

I have authority to bind the Corporation

## SCHEDULE "J"

### NOTICE OF ATTACHMENT OF A COMMON INTEREST IN A COMMON ELEMENTS CONDOMINIUM CORPORATION

(Under Clause 139(2)(b) of the *Condominium Act, 1998*)

Take notice that:

1. The attached declaration and the description creates a common elements condominium corporation (known as the "Corporation").
2. A common interest in the Corporation, as the common interest is set out in Schedule D to this declaration, attaches to the following parcels of land (known as the "Parcel"):

**PIN 03208-3242 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 1 on Reference Plan 65R-41136.

**PIN 03208-3243 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 2 and 41 on Reference Plan 65R-41136.

**PIN 03208-3244 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 3 on Reference Plan 65R-41136.

**PIN 03208-3245 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 4 and 40 on Reference Plan 65R-41136.

**PIN 03208-3246 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 5 and 39 on Reference Plan 65R-41136.

**PIN 03208-3247 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 6 on Reference Plan 65R-41136.

**PIN 03208-3248 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 7 on Reference Plan 65R-41136.

**PIN 03208-3249 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 8 and 38 on Reference Plan 65R-41136.

**PIN 03208-3250 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 9 and 37 on Reference Plan 65R-41136.

**PIN 03208-3251 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 10 on Reference Plan 65R-41136.

**PIN 03208-3252 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 11 on Reference Plan 65R-41136.

**PIN 03208-3253 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 12 on Reference Plan 65R-41136.

**PIN 03208-3254 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 13 and 43 on Reference Plan 65R-41136.

**PIN 03208-3255 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 14 on Reference Plan 65R-41136.

**PIN 03208-3256 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 15 on Reference Plan 65R-41136.

**PIN 03208-3257 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 16 on Reference Plan 65R-41136.

**PIN 03208-3258 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 17 on Reference Plan 65R-41136.

**PIN 03208-3259 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 18 and 42 on Reference Plan 65R-41136.

**PIN 03208-3260 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 19 and 44 on Reference Plan 65R-41136.

**PIN 03208-3261 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 20 on Reference Plan 65R-41136.

**PIN 03208-3262 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 21 on Reference Plan 65R-41136.

**PIN 03208-3263 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 22 on Reference Plan 65R-41136.

**PIN 03208-3264 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 23 on Reference Plan 65R-41136.

**PIN 03208-3265 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 24 and 45 on Reference Plan 65R-41136.

**PIN 03208-3266 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 25 on Reference Plan 65R-41136.

**PIN 03208-3267 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 26 and 49 on Reference Plan 65R-41136.

**PIN 03208-3268 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 27 on Reference Plan 65R-41136.

**PIN 03208-3269 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Part 28 on Reference Plan 65R-41136.

**PIN 03208-3270 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 29, 48 and 58 on Reference Plan 65R-41136.

**PIN 03208-3271 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 30, 47 and 56 on Reference Plan 65R-41136.

**PIN 03208-3272 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 31 and 55 on Reference Plan 65R-41136.

**PIN 03208-3273 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 32 and 54 on Reference Plan 65R-41136.

**PIN 03208-3274 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 33 and 53 on Reference Plan 65R-41136.

**PIN 03208-3275 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 34 and 52 on Reference Plan 65R-41136.

**PIN 03208-3276 (LT)**


Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 35, 46 and 51 on Reference Plan 65R-41136.

**PIN 03208-3277 (LT)**

Part of Block 1, Plan 65M4637, City of Richmond Hill, designated as Parts 36 and 50 on Reference Plan 65R-41136.

DATED this 1<sup>st</sup> day of October, 2025.

**ALBERT GELMAN INC., SOLELY IN ITS  
CAPACITY AS COURT APPOINTED RECEIVER  
OF JEFFERSON PROPERTIES LIMITED  
PARTNERSHIP AND 2011836 ONTARIO CORP.  
(AS GENERAL PARTNER)**

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

Name: Tom McElroy

Title: Authorized Signing Officer

Date: October 1, 2025

I have authority to bind the Corporation

## **APPENDIX B**

LAND  
REGISTRY  
OFFICE #65

03208-3230 (LT)

PAGE 1 OF 9  
PREPARED FOR URSULA NICOLA  
ON 2025/12/17 AT 12:38:24

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

**PROPERTY DESCRIPTION:** PART LOTS B & C PLAN 1916 BEING PART 3 PLAN 65R37587; SUBJECT TO AN EASEMENT AS IN YR2622073; SUBJECT TO AN EASEMENT AS IN YR2644669; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2817498; TOGETHER WITH AN EASEMENT OVER PARTS 57 & 60 PLAN 65R41136 OF YRCP1591 AS IN YR3848766; TOGETHER WITH AN EASEMENT OVER PART 59 PLAN 65R41136 OF YRCP1591 AS IN YR3848766; SUBJECT TO AN EASEMENT OVER PART 1 PLAN 65R41121 IN FAVOUR OF YRCP1591 AS IN YR3848766; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 65R41121 IN FAVOUR OF YRCP1591 AS IN YR3848766; CITY OF RICHMOND HILL

**PROPERTY REMARKS:** FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION FOR ABSOLUTE TITLE IS 2016/12/05.

**ESTATE/QUALIFIER:**  
FEE SIMPLE  
LT ABSOLUTE PLUS

**RECENTLY:**  
DIVISION FROM 03208-3226

**PIN CREATION DATE:**  
2019/04/04

**OWNERS' NAMES**  
2011836 ONTARIO CORP.  
JEFFERSON PROPERTIES LIMITED PARTNERSHIP

**CAPACITY SHARE**  
GPAR  
FIRM

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2019/04/04 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
NOTE: THIS PROPERTY WAS RETIRED ON 2025/12/17. THIS PROPERTY IS NOW DIVIDED INTO THE FOLLOWING PROPERTIES: 30136-0001 TO 30136-0139						
RH69583	1979/04/06	BYLAW				C
REMARKS: PLANNING ACT DEEMING NOT PLAN OF SUBDIVISION. AFFECTS ALL/PART VARIOUS LANDS (ADDED 9/6/98 BY J. SALTER DLR)						
YR2249795	2015/01/29	TRANSFER	\$3,350,000	DORMER INC.	IDEAL (JS) DEVELOPMENTS INC.	C
REMARKS: PLANNING ACT STATEMENTS. LOT C						
YR2249796	2015/01/29	TRANSFER	\$3,350,000	SEDIGHI, MAHMOOD	IDEAL (JS) DEVELOPMENTS INC.	C
REMARKS: PLANNING ACT STATEMENTS. LOT B						
YR2590776	2016/12/05	APL ABSOLUTE TITLE		IDEAL (JS) DEVELOPMENTS INC.		C
YR2622073	2017/02/07	TRANSFER EASEMENT	\$2	IDEAL (JS) DEVELOPMENTS INC.	ROGERS COMMUNICATIONS INC.	C
YR2623265	2017/02/08	CHARGE		*** DELETED AGAINST THIS PROPERTY *** IDEAL (JS) DEVELOPMENTS INC.	AMERICAN CORPORATION	
YR2644669	2017/03/28	TRANSFER EASEMENT	\$2	IDEAL (JS) DEVELOPMENTS INC.	ENBRIDGE GAS DISTRIBUTION INC.	C
YR2681601	2017/06/07	CHARGE		*** DELETED AGAINST THIS PROPERTY *** IDEAL (JS) DEVELOPMENTS INC.	VECTOR FINANCIAL SERVICES LIMITED DOWNING STREET FINANCIAL INC.	

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

LAND  
 REGISTRY  
 OFFICE #65

03208-3230 (LT)

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR2681602	2017/06/07	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** IDEAL (JS) DEVELOPMENTS INC.	VECTOR FINANCIAL SERVICES LIMITED DOWNING STREET FINANCIAL INC.	
		REMARKS: YR2681601				
YR2681611	2017/06/07	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AMERICAN CORPORATION	VECTOR FINANCIAL SERVICES LIMITED DOWNING STREET FINANCIAL INC.	
		REMARKS: YR2623265 TO YR2681601 AND YR2681602				
65R37587	2018/01/03	PLAN REFERENCE				C
YR2817498	2018/04/18	TRANSFER EASEMENT	\$2	IDEAL (JS) DEVELOPMENTS INC.	ALECTRA UTILITIES CORPORATION	C
YR2817499	2018/04/18	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AMERICAN CORPORATION	ALECTRA UTILITIES CORPORATION	
		REMARKS: YR2623265 TO YR2817498				
YR2817500	2018/04/18	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** VECTOR FINANCIAL SERVICES LIMITED DOWNING STREET FINANCIAL INC.	ALECTRA UTILITIES CORPORATION	
		REMARKS: YR2681601, YR2681602 & YR2681611 TO YR2817498				
YR2817501	2018/04/18	RESTRICTION-LAND		IDEAL (JS) DEVELOPMENTS INC.		C
		REMARKS: NO TRANSFER OR CHARGE SHALL BE REGISTERED WITHOUT THE CONSENT OF THE COMMISSIONER OF PLANNING & REGULATORY SERVICES OR CHIEF ADMINISTRATIVE OFFICER OF THE CORPORATION OF THE TOWN OF RICHMOND HILL.				
YR2817502	2018/04/18	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AMERICAN CORPORATION	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
		REMARKS: YR2623265 TO YR2817501				
YR2817503	2018/04/18	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** VECTOR FINANCIAL SERVICES LIMITED DOWNING STREET FINANCIAL INC.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
		REMARKS: YR2681601, YR2681602 & YR2681611 TO YR2817501				
65R37877	2018/06/14	PLAN REFERENCE				C
YR2849828	2018/07/16	BYLAW		THE CORPORATION OF THE TOWN OF RICHMOND HILL		C
		REMARKS: BY-LAW 88-18 - A BY-LAW TO ASSIGN NAMES TO CERTAIN PRIVATE ROADS				
YR2997435	2019/08/19	APL COURT ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	THE FULLER LANDAU GROUP INC.	

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 REGISTRY  
 OFFICE #65

03208-3230 (LT)

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3019237	2019/10/10	CHARGE		*** COMPLETELY DELETED *** IDEAL (JS) DEVELOPMENTS INC.	DUCIMUS CAPITAL INC.	
YR3019241	2019/10/11	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** IDEAL (JS) DEVELOPMENTS INC.	DUCIMUS CAPITAL INC.	
		REMARKS: YR3019237.				
YR3019242	2019/10/11	POSTPONEMENT		*** COMPLETELY DELETED *** AMERICAN CORPORATION	DUCIMUS CAPITAL INC.	
		REMARKS: YR2623265 TO YR3019237				
YR3019601	2019/10/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** VECTOR FINANCIAL SERVICES LIMITED DOWNING STREET FINANCIAL INC.		
		REMARKS: YR2681601.				
YR3019776	2019/10/11	APL AMEND ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	IDEAL (JS) DEVELOPMENTS INC.	
		REMARKS: DELETE YR2997435				
YR3059202	2020/01/22	CHARGE		*** COMPLETELY DELETED *** IDEAL (JS) DEVELOPMENTS INC.	FIERA FP REAL ESTATE FINANCING FUND, L.P.	
YR3059203	2020/01/22	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** IDEAL (JS) DEVELOPMENTS INC.	FIERA FP REAL ESTATE FINANCING FUND, L.P.	
		REMARKS: YR3059202.				
YR3059204	2020/01/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** DUCIMUS CAPITAL INC.		
		REMARKS: YR3019237.				
YR3059205	2020/01/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** AMERICAN CORPORATION		
		REMARKS: YR2623265.				
YR3059206	2020/01/22	CHARGE	\$11,000,000	IDEAL (JS) DEVELOPMENTS INC.	DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	C
YR3059207	2020/01/22	NO ASSGN RENT GEN		IDEAL (JS) DEVELOPMENTS INC.	DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	C
		REMARKS: YR3059206.				
YR3132465	2020/08/24	TRANSFER	\$17,004,142	IDEAL (JS) DEVELOPMENTS INC.	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	C
YR3191591	2021/01/11	CAUTION-LAND		*** COMPLETELY DELETED ***		

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03208-3230 (LT)

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR3197795	2021/01/22	NOTICE		2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	IDEAL (JS) DEVELOPMENTS INC.	
YR3391499	2022/03/08	CHARGE PARTNERSHIP	\$69,093,600	THE CORPORATION OF THE CITY OF RICHMOND HILL	2011836 ONTARIO CORP.	C
YR3391500	2022/03/08	NO ASSGN RENT GEN		2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
		REMARKS: YR3391499.				
YR3391505	2022/03/08	POSTPONEMENT		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
		REMARKS: YR3059206 TO YR3391499				
YR3391506	2022/03/08	POSTPONEMENT		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
		REMARKS: YR3059207 TO YR3391499				
YR3394837	2022/03/15	CHARGE PARTNERSHIP	\$10,440,000	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	BERKLEY INSURANCE COMPANY	C
YR3394838	2022/03/15	POSTPONEMENT		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	BERKLEY INSURANCE COMPANY	C
		REMARKS: YR3059206 TO				
YR3460972	2022/08/03	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** MONDCONSULT LIMITED		
YR3467052	2022/08/18	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** MAPLE EQUIPMENT & LEASING INC.		
YR3467242	2022/08/19	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** NUSITE CONTRACTORS LIMITED		
YR3468696	2022/08/24	APL DEL CONST LIEN		*** COMPLETELY DELETED *** MAPLE EQUIPMENT & LEASING INC.		
		REMARKS: YR3467052.				
YR3469519	2022/08/25	APL DEL CONST LIEN		*** COMPLETELY DELETED *** NUSITE CONTRACTORS LIMITED		
		REMARKS: YR3467242.				
YR3474835	2022/09/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** FIERA FP REAL ESTATE FINANCING FUND, L.P. COMMANDITE FONDS DE FINANCEMENT IMMOBILIER FIERA FP INC.		

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03208-3230 (LT)

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
				GENERAL PARTNER FIERA FP REAL ESTATE FINANCING INC.		
YR3478255	2022/09/19	CERTIFICATE		*** COMPLETELY DELETED *** MONDCONSULT LIMITED		
YR3483061	2022/10/03	APL DEL CONST LIEN		*** COMPLETELY DELETED *** MONDCONSULT LIMITED		
YR3570365	2023/07/05	LR'S ORDER		LAND REGISTRAR, YORK REGION LAND REGISTRY OFFICE		C
YR3573855	2023/07/14	CHARGE PARTNERSHIP	\$5,000,000	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
YR3573856	2023/07/14	NO ASSGN RENT GEN		2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
YR3573875	2023/07/14	POSTPONEMENT		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
YR3573876	2023/07/14	POSTPONEMENT		BERKLEY INSURANCE COMPANY	WPC GP I INC.	C
YR3579331	2023/07/28	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** DC& F CORP.		
YR3586545	2023/08/16	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** CONFORM CONSTRUCTION INC.		
YR3592844	2023/08/31	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** DUROXO CONSTRUCTION & CONTRACTING CORP.		
YR3595880	2023/09/08	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** 2706990 ONTARIO INC.		
YR3599646	2023/09/20	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** COLLECTIVE SECURITY SERVICES INC.		
YR3605024	2023/10/05	APL DEL CONST LIEN		*** COMPLETELY DELETED ***		

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				COLLECTIVE SECURITY SERVICES INC.		
YR3605320	2023/10/05	APL DEL CONST LIEN		*** COMPLETELY DELETED *** DC & F CORP.		
YR3605321	2023/10/05	APL DEL CONST LIEN		*** COMPLETELY DELETED *** CONFORM CONSTRUCTION INC.		
YR3605322	2023/10/05	APL DEL CONST LIEN		*** COMPLETELY DELETED *** DUROXO CONSTRUCTION & CONTRACTING CORP.		
YR3605323	2023/10/05	APL DEL CONST LIEN		*** COMPLETELY DELETED *** 2706990 ONTARIO INC.		
YR3633117	2023/12/21	CONSTRUCTION LIEN	\$112,303	ECO BARRIERS INC.		C
YR3633148	2023/12/21	CONSTRUCTION LIEN	\$838,295	LEBLON CARPENTRY INC.		C
YR3633578	2023/12/22	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTSICE	ALBERT GELMAN INC.	C
YR3636807	2024/01/10	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** VINYL WINDOW DESIGNS LTD.		
YR3639060	2024/01/18	CONSTRUCTION LIEN	\$49,654	EDG COR INC.		C
YR3639938	2024/01/23	CONSTRUCTION LIEN	\$75,687	COOPER EQUIPMENT RENTALS LIMITED		C
YR3640642	2024/01/25	CERTIFICATE		EDG COR INC.		C
YR3640988	2024/01/25	CONSTRUCTION LIEN	\$735,918	CORE CONSTRUCTORS LTD.		C
YR3641032	2024/01/26	CERTIFICATE		LEBLON CARPENTRY INC.	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP CAMERON STEPHENS MORTGAGE CAPITAL LTD. WPC GP I INC. BERKLEY INSURANCE COMPANY	C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
		REMARKS: YR3633148				
YR3641202	2024/01/26	CONSTRUCTION LIEN	\$52,487	STEPHENSON'S RENTAL SERVICES INC.		C
YR3641779	2024/01/29	CONSTRUCTION LIEN	\$505,524	RAMA IDEAL CONSTRUCTION INC.		C
YR3641791	2024/01/30	CERTIFICATE		CORE CONSTRUCTORS LTD.		C
		REMARKS: YR3640988				
YR3641807	2024/01/30	CERTIFICATE		STEPHENSON'S RENTAL SERVICES INC.		C
YR3642669	2024/01/31	CONSTRUCTION LIEN	\$714,167	LUMBER CITY INC.		C
YR3642916	2024/01/31	CONSTRUCTION LIEN	\$20,084	JCL CONCRETE PUMPING LIMITED		C
YR3644513	2024/02/06	CERTIFICATE		ECO BARRIERS INC.		C
		REMARKS: CERTIFICATE OF ACTION				
YR3644991	2024/02/07	CONSTRUCTION LIEN	\$203,196	P.C. CAULKING & RESTORATIONS INC.		C
YR3648247	2024/02/15	CONSTRUCTION LIEN	\$809,755	MENDOZA, SANTIAGO ALFREDO		C
YR3649549	2024/02/21	CONSTRUCTION LIEN	\$171,782	RAFAT GENERAL CONTRACTOR INC.		C
YR3650696	2024/02/26	CERTIFICATE		MENDOZA, SANTIAGO ALFREDO		C
		REMARKS: YR3648247				
YR3652169	2024/02/29	CONSTRUCTION LIEN	\$128,954	WYECROFT TRIM & DOORS GROUP INC.		C
YR3654135	2024/03/05	CONSTRUCTION LIEN	\$41,974	ONTARIO TRUCKING AND DISPOSAL LTD.		C
YR3654276	2024/03/06	CERTIFICATE		WYECROFT TRIM & DOORS GROUP INC.		C
		REMARKS: YR3652169				
YR3654700	2024/03/07	CONSTRUCTION LIEN	\$222,330	MAVEN GROUP INC.		C
YR3654913	2024/03/07	CERTIFICATE		LUMBER CITY INC.		C
		REMARKS: YR3642669				
YR3654920	2024/03/07	CONSTRUCTION LIEN	\$84,459	LALA GLASS & RAILING LTD.		C
YR3655108	2024/03/08	CONSTRUCTION LIEN	\$38,219	DIRECT UNDERGROUND INC.		C

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

LAND  
 REGISTRY  
 OFFICE #65

03208-3230 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR3655160	2024/03/08	CONSTRUCTION LIEN	\$755,372	OAKDALE DRYWALL & ACOUSTICS LTD.		C
YR3655638	2024/03/11	CONSTRUCTION LIEN	\$197,139	DON FRY SCAFFOLD SERVICE INC.		C
YR3656016	2024/03/12	CERTIFICATE		RAMA IDEAL CONSTRUCTION INC.		C
		REMARKS: RE YR3641779				
YR3659634	2024/03/22	CERTIFICATE		MAVEN GROUP INC.		C
		REMARKS: YR3654700				
YR3659635	2024/03/22	CERTIFICATE		DIRECT UNDERGROUND INC.		C
		REMARKS: YR3655108				
YR3659990	2024/03/25	CONSTRUCTION LIEN	\$473,936	2035755 ONTARIO LTD; METRO AIR LTD.; 1822873 ONTARIO INC.; HERA SERVICES INC.; MATTHEW MERLA		C
YR3661692	2024/03/28	CONSTRUCTION LIEN	\$310,620	LEBLON CARPENTRY INC.		C
YR3664929	2024/04/10	CERTIFICATE		LEBLON CARPENTRY INC.	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP CAMERON STEPHENS MORTGAGE CAPITAL LTD. WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP BERKLEY INSURANCE COMPANY DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	C
YR3665046	2024/04/10	CERTIFICATE		OAKDALE DRYWALL & ACOUSTICS LTD.	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP CAMERON STEPHENS MORTGAGE CAPITAL LTD., WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP BERKLEY INSURANCE COMPANY DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	C
YR3667343	2024/04/17	CERTIFICATE		COOPER EQUIPMENT RENTALS LIMITED	ONTARIO SUPERIOR COURT OF JUSTICE	C
YR3668010	2024/04/18	CERTIFICATE		P.C. CAULKING & RESTORATIONS INC.		C
YR3670417	2024/04/25	CONSTRUCTION LIEN	\$105,552	EMERGENCY PROPANE SERVICES INC. ARTHUR AERIAL LIFTS INC. 207875 ONTARIO LTD.		C
YR3671162	2024/04/29	CERTIFICATE		DON FRY SCAFFOLD SERVICE INC.		C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
		REMARKS: YR3655638				
YR3672182	2024/05/01	CERTIFICATE		ONTARIO TRUCKING AND DISPOSAL LTD.		C
YR3672188	2024/05/01	CERTIFICATE		JCL CONCRETE PUMPING LIMITED		C
YR3682798	2024/05/31	CERTIFICATE		RAFAT GENERAL CONTRACTOR INC.		C
		REMARKS: YR3649549				
YR3699638	2024/07/17	CERTIFICATE		2035755 ONTARIO LTD.; METRO AIR LTD; 1822873 ONTARIO INC.; HERA SERVICES INC.; MATTHEW MERLA;; EMERGENCY PROPANE SERVICES INC..; ET AL		C
YR3720193	2024/09/19	APL DEL CONST LIEN		*** COMPLETELY DELETED *** VINYL WINDOW DESIGNS LTD.		
		REMARKS: YR3636807.				
YR3732020	2024/10/24	APL DEPOSIT PLAN		*** COMPLETELY DELETED ***		
		REMARKS: STRATA				
65R41121	2024/10/25	PLAN REFERENCE				C
		REMARKS: YR3732020.				
YR3854586	2025/10/23	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	ALBERT GELMAN INC.	C
		REMARKS: YR3059206				
YRCP1604	2025/12/16	STANDARD CONDO PLN				C
YR3877442	2025/12/16	CONDO DECLARATION		2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP		C

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## **APPENDIX C**

# OFFICE SCHEDULE

Number/Numero YR 3877442  
CERTIFICATE OF RECEIPT  
CERTIFICAT DE RÉCÉPISSÉ

13:49 Dec 16, 2025

s. 65  
Office/Bureau:  
York Region

*Cathy Norman*  
Land Registrar  
Régistrateur

## DECLARATION

## CONDOMINIUM ACT, 1998

**YORK REGION STANDARD CONDOMINIUM PLAN NO 1604**

**NEW PROPERTY IDENTIFIER'S BLOCK: 30136**

**RECENTLY: 03208-3230**

**DECLARANT: 2011836 ONTARIO CORP.**

**JEFFERSON PROPERTIES LIMITED PARTNERSHIP**

**SOLICITOR: LOOPSTRA NIXON LLP  
REG THERIAULT**

**ADDRESS: 135 QUEENS PLATE DRIVE  
SUITE 600, TORONTO ONT M9W 6V7**

**PHONE: 416 746-4710**

**NO. OF UNITS: 139**

**FEES: 83.45 + \$5.00 x (139 UNITS) = \$778.45**

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

**ALBERT GELMAN INC., SOLELY IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF JEFFERSON PROPERTIES LIMITED PARTNERSHIP AND 2011836 ONTARIO CORP. (AS GENERAL PARTNER)**

(hereinafter called the "Declarant")

**WHEREAS:**

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

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

**ARTICLE I  
INTRODUCTORY**

1.1 Definitions

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

**"Abutting Lands Access Agreement"** means a right of access agreement and/or easement with any owners of abutting lands relating to the development, support, services, inspection, construction and repair of such lands and the Condominium Lands, which shall be determined by the Declarant in advance of the registration of the Condominium;

**"Board"** means the Corporation's Board of Directors;

**"By-Laws"** means the by-laws of the Corporation enacted from time to time;

**"Common Elements"** means all the Property except the Units;

**"Common Elements Condominium"** means the common elements condominium corporation created by the Declarant as a separate condominium corporation, by registration of a declaration and description on Part of the lands described as Block 1 on Plan 65M-4637;

**"Common Expenses"** shall have the meaning ascribed to such term in Section 2.1 hereof;

**"Common Interior Roadway"** mean the portions of the roadway on the Lands or any portion of the lands which are used for pedestrian and/or vehicular ingress and/or egress to and from the Condominium and/or the Common Elements Condominium, surface street lighting, lighting and all ancillary equipment, which are specifically designated as part of the common elements in the Description of the Condominium and/or Common Elements Condominium and designated as Parts 57 and 60 on Reference Plan 65R-41136 and Part 1 on Plan 65R-41121;

**"Corporation"** or **"Condominium"** means the freehold condominium that is a standard condominium corporation created by the registration of this Declaration and Description;

**"Owner"** means the owner or owners of the freehold estate(s) in a Unit, but does not include a mortgagee unless in possession;

“**Parkette**” means the parkette designated as Part 59 on Reference Plan 65R-41136, which forms part of the common elements of the Common Elements Condominium Development;

“**Parking Units**” means approximately seventy-nine (79) parking Units on Level A;

“**Project**” means collectively the Condominium and the Common Elements Condominium Development;

“**Residential Units**” means Units 1 to 15, inclusive, on Level 1; Units 1 to 45, inclusive, on Level 2;

“**Rules**” means the rules passed by the Board from time to time;

“**Shared Facilities**” means the Common Interior Roadway, the Parkette and the Shared Servicing Systems, and shall also specifically include those units, areas, services, systems requirements and facilities identified or defined as Shared Facilities in the Shared Facilities Agreement;

“**Shared Facilities Agreement**” means the agreement governing the use and sharing of costs of certain facilities between the Corporation and the Common Elements Condominium Development;

“**Shared Facilities Costs**” means the aggregate of all costs and expenses incurred in connection with the Shared Facilities, all as provided in the Shared Facilities Agreement and shall include without limitation, the costs and expenses incurred in connection with the maintenance, repair and operation of the Shared Facilities.

“**Shared Servicing Systems**” means the servicing systems servicing the Units and/or Common Elements of the Condominium and the Common Elements Condominium Development including certain parts of the storm and sanitary system, telephone and cable system and other such systems, all as more fully described and set forth in the Shared Facilities Agreement unless such locations or responsibilities are further adjusted, qualified or amended pursuant to any provisions of the Shared Facilities Agreement in which event the readjustment, qualified or amended adjustments shall prevail. Notwithstanding the foregoing, the Shared Services Systems shall exclude without limitation, all pertinent portions of the storm and sanitary sewer systems, and the gas, domestic water, plumbing, ventilation, hydro-electric, energy management, computer monitoring and fire protections systems (as well as portions of various ancillary mechanical and electrical fixtures, cables, valves, meters and equipment appurtenant thereto), which provide security, monitoring, heat, power, drainage, fire protection and/or any other type of service to either of the Condominium or the Common Elements Condominium Development exclusively but not both;

“**Units**” means all of the units referred to in this Declaration as the context may require.

“**Visitor Parking Spaces**” means those visitor parking spaces located on Level 1 and on Level A.

1.2 Act Governs the Property

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

1.3 Standard Condominium

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

1.4 Consent of Encumbrancers

The consent of every person having a registered mortgage against the Property or interests appurtenant thereto is contained in Schedule "B" attached hereto. Alternatively, the Declarant has obtained an order from a court of competent jurisdiction to dispense with the requirement for same, if and as applicable.

1.5 Boundaries of Units and Monuments

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

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

- (i) Each Residential Unit shall include all pipes, wires, cables, conduits, ducts, mechanical and electrical apparatus and the branch piping extending to, but not including, the common

pipe risers, all of which provide a service or utility to the particular Unit, regardless of whether or not same are located outside the Unit boundaries described in Schedule 'C'. Each Residential Unit **shall also include** the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, including the shut-off valve, all of which provide a service or utility to that particular Unit, regardless of whether or not same are located outside the Unit boundaries described in Schedule 'C'.

- (ii) Each Residential Unit **shall exclude** any load bearing wall or column that provides support to another Unit or the Common Element, exterior doors and frames, window and frame, all pipes, wires, cables, conduits, ducts, shafts, flues and mechanical and electrical apparatus, carbon monoxide detectors, fire alarms, security or sprinkler systems, all of which are situate in the Unit and provide a service or utility to another Unit(s) or the Common Element.
- (iii) Each Parking Unit and Tandem Parking Unit as may be applicable, shall exclude, without limiting the aforementioned, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hose cabinets and attachments, sprinklers, lighting fixtures, air-conditioning or heating equipment and controls that provides any service to the common elements or units, including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included) which may be located within any such Parking Units or Tandem Parking Units as may be applicable;

#### 1.6 Common Interest and Common Expense Allocation

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

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

The Corporation's address for service shall be 250 Ferrand Dr., Suite 403, Toronto, Ontario, M3C 3G8 or such other address as the Corporation may by resolution of the Board determine, and the Corporation's mailing address shall be 250 Ferrand Dr., Suite 403, Toronto, Ontario, M3C 3G8, or such other address as the Corporation may by resolution of the Board determine.

#### 1.8 Approval Authority Requirements

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

#### 1.9 Architect/Engineer Certificates

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

## ARTICLE II. COMMON EXPENSES

#### 2.1 Specification of Common Expenses

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

#### 2.2 Payment of Common Expenses

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

(b) Hydro/Water

- (i) The consumption within the Residential Units and Common Elements of (i) electricity (hydro) and (ii) water (collectively, the "**Metered Utilities**") will be separately metered or check metered by one or more third party companies (collectively, the "**Meter Reading Company**"), in order to apportion and bill attributable costs amongst the individual Owners and the Corporation.
- (ii) The Corporation and each Owner shall enter into or assume an agreement with the Meter Reading Company (the "**Meter Reading Agreement**"). The Meter Reading Agreement shall state, among other things, and the Owners and Corporation shall comply with the following:
  - (1) The Meter Reading Company shall be responsible for operating the utility distribution system in accordance with the terms of the Meter Reading Agreement. In this regard, the Meter Reading Company (and employees, agents, contractors, consultants and other personnel) shall have the right in the nature of an easement to access the Condominium for the purpose of complying with its obligations pursuant to the Meter Reading Agreement, which rights may be reflected in an easement to be registered against title to the Property.
  - (2) Each Owner or occupant of a Residential Unit shall enter into a separate supply and services agreement with the Meter Reading Company on or before taking occupancy of their Residential Unit in accordance with the Meter Reading Company's standard form agreement.
  - (3) Each Owner or occupant of a Residential Unit may be required to pay a security deposit to the Meter Reading Company on or before taking occupancy of their Unit and the Meter Reading Company shall have the right to conduct credit checks on each owner or occupant of a Residential Unit.
  - (4) In the event that an owner or occupant fails to pay any amount owing to the Meter Reading Company when due, the Meter Reading Company shall employ normal collection practices which includes terminating the supply of utilities to the Residential Unit until all amounts owing by such owner or occupant to the Meter Reading Company have been paid in full.
  - (5) The Meter Reading Agreement will provide that if such agreement is terminated pursuant to Section 112 of the Condominium Act, 1998 or otherwise, the Meter Reading Company shall be permitted to remove its meters (or any part thereof) from the Condominium and/or recover its capital investment in the utility distribution system and all associated termination, disconnection and removal costs.
- (iii) Each Owner and the Corporation shall receive from the Meter Reading Company and be responsible for, payment of the invoice with respect to the electricity and water consumption for his/her Residential Unit and the Common Elements, respectively. The Owner shall remit payment to the Meter Reading Company for electricity and water consumption, equipment and administrative fees, separate from any other obligations the Owner has with respect to payment of Common Expenses as an Owner within the Condominium.
- (iv) Any monies owing with respect to invoices for electricity and/or water consumption and not paid to the Meter Reading Company by the Owner according to the terms of the invoice, may be paid by the Corporation to the Meter Reading Company, and may thereupon be a debt owed by the Owner of the Residential Unit whose occupants have consumed the electricity and/or water, and shall be collectable by the Corporation as if same were Common Expenses in arrears and for such purposes only shall be considered Common Expenses. Payment to the Corporation and/or the Meter Reading Company shall be made in such manner and with such frequency as determined by the Board of Directors and/or the Meter Reading Company from time to time acting reasonably in the event of such default. Interest will accrue on arrears of money owing for electricity and water consumption at a rate as determined by the Corporation and/or the Meter Reading Company.

- (v) Notwithstanding any other provisions of this Declaration, the Owner and the Corporation authorizes entry to Residential Units and the Common Elements by the Meter Reading Company or its subcontractors from time to time, as deemed necessary by the Meter Reading Company for the purposes of conducting inspection, maintenance, repair and reading of the submeters. Work that is required within a Residential Unit or Common Elements (including exclusive use Common Elements) in order to facilitate the usage and operation of any submetering system is also permitted and authorized upon not less than twenty-four (24) hours' notice to the Owner of the Residential Unit if access to the Residential Unit is required except in the case of emergency, whereupon no notice is required.
- (vi) The Corporation and/or Meter Reading Company shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of electricity to any Residential Unit where payments owing for same are in arrears and/or to register a Common Expense lien against the Residential Unit.

### 2.3 Reserve Fund

- (a) The Corporation shall establish and maintain one or more reserve funds (the "**Reserve Fund(s)**") and shall collect from the Owners as part of their contribution towards the Common Expenses, all amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation all in accordance with provisions of the Act;
- (b) No part of any Reserve Fund shall be used except for the purpose for which the fund was established. Each Reserve Fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation in accordance with the Act; and
- (c) For the purposes of the Act, this Declaration and/or the Shared Facilities Agreement, any and all portions of the Shared Facilities not comprising part of the registered description plan of this Condominium shall be deemed to be an "asset" of the Corporation for the purposes of utilizing any of its Reserve Fund(s) in connection with this Corporation's responsibility to share in the cost of repairing and/or replacing the Shared Facilities with the Common Elements Condominium Development.

### 2.4 Certificate of Status

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

## ARTICLE III. COMMON ELEMENTS

### 3.1 Use of Common Elements

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

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

- (a) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-laws and Rules of the Corporation;
- (b) is likely to damage the property of the Condominium, injure any person, or impair the structural integrity of any Unit or Common Elements;
- (c) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Units; or

- (d) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy.

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

### 3.2 Exclusive Use Common Elements

- (a) Subject to the provisions of and compliance with the Act, this Declaration, the By-laws and the Rules, the Owners of Unit(s) listed in Schedule "F" attached hereto shall have the exclusive use and enjoyment of those parts of the Common Elements more particularly described in Schedule "F" which are respectively allocated to such Unit(s).
- (b) In the event of any contravention of the prohibitions contained in subparagraph 3.4(a) below, or, with respect to exclusive use Common Elements areas, contravention of the provisions of this Declaration, the By-laws or the Rules, after provision of reasonable written notice to the Owner of the Unit to which the exclusive use Common Element area pertains, the Board or any person that the Board may direct shall have the right to access and enter upon such exclusive use Common Element area and to do or cause any act to return such exclusive use Common Element area to its original condition at the Owner's expense.
- (c) Each Owner, upon the Corporation's request, shall provide to the Corporation or to any of its authorized workmen, servants, agents or contractors access to and use of the exclusive use Common Elements for the purpose of facilitating the maintenance and repair of any other part of the Common Elements, any other Unit or any other part of the building.

### 3.3 Restricted Access

Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Project or any part thereof as designated by the Board, from time to time;

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

#### (a) General Prohibition

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

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

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

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

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

### 3.5 Declarant Rights

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

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

3.6 Pets

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

3.7 Visitors' Parking

The parking spaces designated as visitor parking on the Description shall form part of the Common Elements, and shall be for use by visitors to the owners/occupiers of Residential Units and dwelling units within the Common Elements Condominium Development. There shall be no charge or fee for the use of these parking spaces. These parking spaces may not be leased or sold to any Owner or otherwise assigned. The parking spaces shall be maintained by the Corporation and shall be used by visitors to the Condominium for the parking of their motor vehicles and shall not be used by Residential Unit Owners or for any other purpose whatsoever. Each parking space shall be individually designated as visitor parking by means of clearly visible signs. Provided that the Declarant, its sales personnel, invitees, prospective purchasers and workmen may park motor vehicles upon the visitor parking spaces until such time as all Units in the Property are sold and conveyed by the Declarant.

**ARTICLE IV.  
UNITS**

4.1 General Restrictions

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

- (a) No Unit shall be occupied or used by an Owner or anyone else, in such a manner as is likely to damage or injure any person or property (including any other Units or any portion of the Common Elements or the Common Elements Condominium Development) or in a manner that will impair the structural integrity, either patently or latently, of the Units

and/or Common Elements and/or the Common Elements Condominium Development, or in a manner that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration or in the Shared Facilities Agreement, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the By-laws, and/or any agreement authorized by By-law including the Shared Facilities Agreement. If the use made by an Owner of a Unit, other than the Declarant (except as is contemplated in this Declaration or in the By-laws, or in any agreement authorized by By-law including without limitation, the Shared Facilities Agreement) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements or the Common Elements Condominium Development, or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being cancelled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such owner's breach of the foregoing provisions of this section and such Owner shall pay with his or her next monthly contribution towards the common expenses after receipt of a notice from the Corporation, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards Common Expenses and recoverable as such;

- (b) Each Owner shall comply, and shall require all members of his or her family, occupants, tenants, invitees, servants, agents, contractors and licensees of his or her Unit to comply with the Act, the Declaration, the By-laws, and all agreements authorized by By-law and the Rules including, without limitation, the Shared Facilities Agreement;
- (c) No change shall be made in the colour of any exterior glass, window, door or screen of any Unit except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the building, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his or her Unit, except with the prior written consent of the Board, and further, when approved, subject to the Rules. All shades or other window coverings shall be white or off-white when visible from the outside and all draperies shall be lined in white or off-white to present a uniform appearance to the exterior of the building. No clothesline or similar device shall be allowed on any portion of the Property nor shall clothes or other laundry be hung anywhere on the Property; and
- (d) No exterior aerial, antenna or satellite dish shall be placed on the Property, including Units and Common Elements.

#### 4.2 Residential Units

- (a) Each Residential Unit shall be occupied and used only for those purposes permitted in accordance with the applicable zoning by-laws pertaining to the Property and for no other purpose whatsoever. The number of individuals who may occupy a Residential Unit shall be the same as the number permitted by the local municipal by-laws from time to time. The foregoing shall not prevent the Declarant from completing the buildings and all improvements to the Property, maintaining Residential Units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs for marketing/sales/leasing purposes upon the Common Elements, and within or outside any unsold Residential Unit, for the marketing of Residential Units in this Corporation and dwelling units in the Common Elements Condominium Development, until registered title to all Residential Units in this Corporation and any residential units owned by the Declarant or a related company, as the case may be, in the Common Elements Condominium have been transferred by the Declarant, or such related company.
- (b) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any Unit, except for signs marketing the Property or the Corporation or Units contained therein or residential dwelling units within the Common Elements Condominium Development by the Declarant and/or its related companies.
- (c) No animal, livestock or fowl of any kind other than two (2) general household domestic pets, being cats, dogs, canaries, budgies or other small caged birds, or an aquarium of

goldfish or tropical fish, shall be kept or allowed in any Unit. No pet, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance or a danger shall be kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the Property. No breeding of pets for sale or otherwise shall be carried on, in or around any Unit. Notwithstanding the generality of the foregoing, no pet deemed by the Board in its sole and absolute discretion, to be a nuisance or a danger to the residents of the Corporation shall be permitted in any Unit.

- (d) In the event the Board determines in its sole discretion, acting reasonably, that any noise, odour or offensive action is being transmitted to another Unit from a Residential Unit and that such noise, odour or offensive action is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Unit is adjacent to or wherever situated in relation to the offending Residential Unit), then the Owner of such Residential Unit shall at his/her own expense take such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the Board. In the event the Owner of such Residential Unit fails to abate the noise, odour or offensive action, the Board shall take such steps as shall be necessary to abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or offensive action, which expenses are to include reasonable solicitor's fees on a solicitor and his/her own client basis;
- (e) No Owner of a Residential Unit shall make any change, addition, modification or alteration, except for any change, addition, modification or alteration which is solely decorative in nature, in or to his or her Residential Unit without the prior written consent of the Board, which consent shall be in the sole and absolute discretion of the Board and may be subject to such conditions as may be determined by the Board.
- (f) No barbecues may be used indoors or outdoors, save and except barbecues are permitted on roof terraces and ground floor patios of Residential Units provided that the barbecues only use natural gas (not propane) and the roof terrace or ground floor patio for those aforementioned Residential Units has been equipped with a natural gas line with a "quick disconnect" for barbecue use which has been provided by the Declarant. The use of any barbecue is subject to section 4.2(d) herein;
- (g) (i) For the purpose of this subparagraph, "Vertical Party Wall" means a vertical wall constructed along the boundary between two (2) Residential Units shown in the Description as a vertical plane. Where and to the extent that concrete, concrete block or masonry portions of walls or columns located within the Residential Unit are not load-bearing walls or columns, and contain no service conduits that service any other Unit or the Common Elements, an Owner may, upon executing an agreement pursuant to Section 98 of the Act, with the Board which may attach any reasonable conditions to the said agreement, including obtaining the approval of the insurer of the Property and the Owner's written agreement to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims, and/or liabilities which the Corporation may suffer or incur as a result of or in connection with such work:
  - (a) erect, remove or alter any internal walls or partitions within his or her Residential Unit; or
  - (b) where he or she is the Owner of two (2) or more adjoining Residential Units, erect, remove or alter along all or part of those portions of the vertical boundaries of each of such adjoining Residential Units shown in the Description as a line or plane, any Vertical Party Wall between his or her Residential Unit and such adjoining Residential Unit, or any soundproofing or insulating material on his or her Residential Unit side of such Vertical Party Wall;
- (ii) Prior to performing any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall lodge with the Board the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements will not be impaired and such work will not interfere with or impair any a structure where there is functioning or operating machinery and equipment which is part of the Common Elements;

- (iii) All work performed under subparagraph (i) above will be carried out in accordance with:
  - (a) the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances;
  - (b) the provisions of the By-Laws of the Corporation and the Rules or other conditions, if any, of approval by the Board; and
  - (c) the drawings, specifications and data lodged with the Board;
- (iv) Forthwith following the completion of any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall deliver a further certificate from the said architect and/or engineer, or such other architect and/or engineer as may be acceptable to the Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any structure functioning or operation of any machinery and equipment which is part of the Common Elements; or failing such certifications, specifying in reasonable detail the reasons why such certification cannot be made; and
- (v) Notwithstanding the removal of the whole or any portion of any demising or partition wall as aforesaid, the Residential Unit and the adjoining Residential Unit thereto shall still constitute two separate Residential Units, as illustrated in the Description and all obligations of the Owners of the said two adjoining Residential Units, whether arising under the Act, the Declaration, the By-Laws or the Rules of the Condominium, shall remain unchanged.

4.3 Parking Units

- (a) Each Parking Unit shall be used and occupied only for the parking of a motor vehicle as may be from time to time defined in the Rules of the Corporation. It shall be the responsibility of the Parking Unit Owner to ensure that his or her vehicles can be properly operated and/or parked in this Condominium. The Owner of a Parking Unit shall not park more than one motor vehicle within the boundaries of such Parking Unit, provided, however, that in no instance shall any portion of any motor vehicle parked within a Parking Unit protrude beyond the boundaries of the Parking Unit and concomitantly encroach upon any portion of the Common Elements or upon any other Unit. Each Owner shall maintain his or her Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of Parking Units.
- (b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Parking Units which right shall continue until such time as all the Residential Units and Parking Units in the Corporation have been conveyed.
- (c) Notwithstanding the provisions of this section, in the event that the Corporation becomes the Owner of certain of the Parking Units, the Board may, from time to time, designate the said Parking Units for alternate uses, provided that such alternate use is in accordance with the requirements and the by-laws of the applicable governmental authority and approved by the requisite number of Owners at a meeting duly called for that purpose;
- (d) Any or all of the Parking Units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, that any sale, transfer, assignment or other conveyance of any Parking Unit shall be made only to the Declarant, to the Corporation, or to any Owner of a Residential Unit in this Condominium, or to any other person by the Declarant only. Parking Units may be leased to tenants in actual occupation of Residential Units in this Corporation, subject to subparagraph 4.4 of the Declaration;
- (e) No Owner, other than the Declarant, or a related party, shall retain ownership of a Parking Unit after such Owner has sold or conveyed title to all of his or her Residential Units;
- (f) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Parking Unit, in contravention of any of the foregoing provisions of this section, shall be null and void and of no force or effect whatsoever; and

(g) Certain of the Parking Units may be designated for the handicapped (hereinafter, the "Handicapped Parking Unit(s)") and if so designated, these Handicapped Parking Units shall be subject to the following:

- (i) In the event that a "disabled driver", as defined in the regulations promulgated pursuant to the *Highway Traffic Act* R.S.O. 1990 c.H.8, including a driver whose licence plate incorporates the international symbol for the disabled, purchases a Residential Unit and a Parking Unit which is not designated for the handicapped, the owner or any person occupying a Handicapped Parking Unit shall (if not handicapped), upon notice from the Corporation and at the request of the disabled driver, exchange the right to occupy the Handicapped Parking Unit with the disabled driver for the Parking Unit which was purchased by the disabled driver, said exchange of the right to occupy said space to continue for the full period of the disabled driver's residence in the building;
- (ii) When a disabled driver requests an exchange of occupancy rights for a Handicapped Parking Unit, the Corporation shall forthwith notify the Owner of and any person occupying the Handicapped Parking Unit and the Owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice provided said Owner is not handicapped;
- (iii) No rent, charges, fees or costs whatsoever shall be charged by any Owner, occupant or the Corporation in connection with the exchange of the right to occupy.

4.4 Leasing of Units

- (a) Where an Owner leases his or her Unit, the Owner shall within thirty (30) days of entering into a lease or a renewal thereof:
  - (i) notify the Corporation that the Unit is leased;
  - (ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01;
  - (iii) provide the lessee with a copy of the Declaration, By-laws and Rules of the Corporation.
- (b) If a lease of the Unit is terminated and not renewed, the Owner shall notify the Corporation in writing.
- (c) No tenant shall be liable for the payment of Common Expenses unless notified by the Corporation that the Owner is in default of payment of Common Expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the Common Expenses and shall pay the same to the Corporation.
- (d) Any Owner leasing his or her Unit shall not be relieved thereby from any of his or her obligations with respect to the Unit, which shall be joint and several with his or her tenant,
- (e) The term of any lease of a Parking Unit shall terminate immediately upon the tenant ceasing to reside in the Corporation. There is no minimum term for the lease of a Unit nor shall the Board impose a minimum term.

**ARTICLE V.  
MAINTENANCE AND REPAIRS**

5.1 Repairs and Maintenance by Owner

- (a) Each Owner shall maintain his or her Unit, and subject to the provisions of this Declaration, each Owner shall repair his or her Unit after damage and all improvements and betterments made or acquired by an Owner, all at his or her own expense. Each Owner shall be responsible for all damages to any and all other Units and the Common Elements which are caused by the failure of the Owner or those for whom the Owner is responsible to so maintain and repair the Unit. In addition, without limiting the generality of the foregoing, each Owner shall maintain and repair:

- (i) the interior surface of doors which provide the means of ingress to and egress from a Residential Unit and repair damage to those doors caused by the negligence of the Owner, residents, family members, guests, tenants, licensees or invitees to his or her Unit;
  - (ii) the interior surface of all windows and interior and exterior surfaces of all windows and window sills contiguous to his or her Unit and which are accessible by the balcony, terrace or patio together with the balcony or terrace or patio itself which has been designated as an exclusive use area in respect of such Unit in a clean and slightly condition; and repair damage to those windows caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees and invitees to the Residential Unit;
  - (iii) all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, that supply any service to his or her Unit only;
  - (iv) the bathtub enclosures, tiles, shower fans, ceiling and exhaust fans and fan motors located in the kitchen and bathroom areas of the Unit;
  - (v) his or her Parking Unit in a clean and slightly condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of the same. For greater certainty, each Owner of a Parking Unit shall be responsible for repairs and maintenance to the floor surface (including any protective membrane or coating) necessitated by spills or leakage;
  - (vi) as well as, replace and repair, in respect of the Units, any system, appliance or fixture that serves his/her own Unit;
  - (vii) clean, but not repair, the walkway leading up to each Residential Unit, including the stairs and landing associated therewith, including snow and ice clearing
  - (viii) the exclusive use portions of the Common Elements associated with all Units, including patios, balconies, walkways/porches, and roof terraces and stairs, if any (other than structural repairs), provided such maintenance and repairs shall be performed to a standard acceptable to the Condominium and by a contractor approved by the Condominium. For greater certainty, no Owner shall alter any exclusive use common elements other than in accordance with the terms of this Declaration, nor apply any paint, stucco, wallpaper, varnish, stain or other finishes to any portion thereof, nor alter or change the colour, texture and/or materials constituting same, without the prior written consent of the Condominium, unless otherwise stated herein, to ensure that a uniform and aesthetically appealing appearance is maintained for the Condominium. The Board shall have the right to require the removal of anything which contravenes this provision, it being the intent of the Condominium to maintain an aesthetically appealing and uniform appearance with respect to the Condominium. If an Owner defaults with respect to any of his/her obligations pursuant to this provision, then the Condominium may perform any of these functions and all costs and expenses incurred by the Condominium shall be paid by the defaulting Owner forthwith after written demand and such amount may be added to the monthly contributions towards Common Expenses applicable to such Owner only and shall be recoverable in the same manner as Common Expenses from such Owner (with corresponding lien rights in favour of the Condominium).
- (b) Each Owner shall further maintain, repair and replace the heating, air conditioning and ventilation systems and equipment, including thermostatic controls contained within and servicing his or her Unit only (to and including the shut-off valve, if applicable, whether same is installed or located within or beyond the boundaries of the Unit) such maintenance to include regularly scheduled inspections of all such equipment. Such periodic maintenance shall include the cleaning and replacement of air filters, at the Owner's expense, provided such maintenance, repairs and/or replacements shall only be conducted by personnel approved by the Board. The Corporation may make provision in its annual budget for the maintenance and repair of the heating system, servicing each Residential Unit, including the replacement of air filters, whereupon such costs shall be allocated as part of the Common Expenses. Each Owner shall be liable for any damage to any Unit and/or Common Elements due to the malfunction of such equipment caused by the act or omission of an Owner, his or her servants, residents, family members, guests, visitors, agents, tenants, licensees or invitees. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board.

- (c) The Corporation shall conduct such maintenance and make any repair that an Owner is obliged to make and that the Owner does not make within a reasonable time and in such an event, such Owner shall be deemed to have consented to having said repairs done by the Corporation, and such Owner shall reimburse the Corporation in full for the cost of such maintenance and repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of eighteen (18%) per cent per annum, calculated monthly not in advance from the date or dates incurred, until paid by the Owner. The Corporation may collect all such costs in such instalments as the Board may decide upon. The instalments shall form part of the monthly contributions towards the Common Expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the Common Expenses and recoverable as such.

5.2 Responsibility of Owner for Damage

Each Owner shall be responsible for any and all damage to other Units and to the Common Elements, which is caused by the failure of the Owner to maintain and repair his or her Unit and such parts of the Common Elements for which he/she is responsible, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

5.3 Repair and Maintenance by Corporation

- (a) Save as otherwise specifically provided in this Declaration to the contrary, the Corporation shall maintain, and repair after damage, the Common Elements (including any portion of the Shared Facilities comprising parts of the Common Elements of this Condominium which the Common Elements Condominium has failed to maintain and repair, in accordance with the provisions of the Shared Facilities Agreement), other than any improvements to (and/or any facilities, services or amenities installed by any Unit Owner upon) any Common Elements set aside for the exclusive use of any Owner. In order to maintain a uniformity of appearance throughout the Condominium, the Corporation's duty to maintain and repair shall extend to all exterior surfaces of doors which provide access to the Units, exterior door frames, exterior window frames and all exterior window surfaces, and any exterior perimeter fences erected by the Declarant along the boundaries of the Property.
- (b) The Corporation shall maintain and repair the Parking Units, and the Common Elements at its own expense and shall be responsible for the maintenance and repair of exclusive use Common Elements, however, the Corporation shall not be responsible for the maintenance and repair those parts of the aforesaid Units and Common Elements which are required to be maintained and repaired by the Owners pursuant to paragraph 5.1.
- (c) Notwithstanding anything provided in paragraph 5.3(a) hereof to the contrary, it is understood and agreed that each Owner shall be responsible for the maintenance of all interior door and window surfaces with respect to his or her Residential Unit.
- (d) Every Owner shall forthwith reimburse the Corporation for repairs to windows and doors serving his or her Unit, following damage to same caused by such Owner's negligence, or the negligence of his or her residents, tenants, invitees or licensees.
- (e) While Owners are responsible for the replacement and repair of the heating, air conditioning and ventilation equipment, the Corporation may, if approved by a majority of the Owners at a meeting called for that purpose, undertake to maintain the heating, air conditioning and ventilation equipment, with such periodic maintenance to include regularly scheduled inspections of all such equipment and the cleaning and replacement of air filters (the "Maintenance"). If the Corporation undertakes the Maintenance, it shall ensure compliance with common industry practice with regard to the manufacturers' recommended maintenance program. The Corporation shall not be responsible for damage which arises as a result of premature failure, improper functioning and/or inadequate repair.
- (f) The Corporation shall be responsible for the cost of repairing and/or replacing all door locks respectively leading into each of the Residential Units that were originally installed by the Declarant (and keyed to the Corporation's master key entry system), unless any such lock has been damaged by any Owner, or by such Owner's residents, tenants, invitees or licensees, in which case the Corporation shall undertake and complete such repair or replacement, but the cost of same shall be borne solely by the affected.

5.4 Repair and Maintenance of the Shared Facilities

The Corporation shall, with respect to any damage to any portion of the Shared Facilities comprising any Unit or portion of the Common Elements of this Condominium, make (or arrange for) any repairs that any Owner is obligated to make and that he or she does not make within a reasonable time, after written notice is given to such Owner by the Corporation. In such event, an Owner shall be deemed to have consented to having repairs done to his or her Unit by the Corporation. The Owner shall reimburse the Corporation for the cost of such repairs, and all such costs shall bear interest at the rate of eighteen (18%) percent per annum, calculated monthly not in advance from the date or dates incurred, until paid by the Owner. The Corporation may collect such costs in such installments as the Board may decide upon, which installments 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 be recoverable as such.

5.5 Access of Abutting Condominium Lands

The Corporation, Declarant, Owners, and any and all occupants of the Condominium Lands shall occupy and use the Condominium Lands subject to and together with the easement/right-of-access as set out in the description of York Region Common Elements Condominium Corporation No. 1591 (registered as "YR3848766"), as set out in Schedule "A" to its declaration, being a right of access relating to the development, support, services, inspection, construction, and repair of the Common Elements Condominium Lands and the Condominium Lands.

**ARTICLE VI.  
INDEMNIFICATION**

6.1 Indemnification

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

**ARTICLE VII.  
INSURANCE**

7.1 By the Corporation

The Corporation shall obtain and maintain the following insurance, in one or more policies:

- (a) "All Risk" Insurance: Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:
  - (i) the Property and buildings, but excluding improvements and betterments made or acquired by an Owner; and
  - (ii) all assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Owners;

in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause as determined by the Board from time to time which deductible shall be the responsibility of the Corporation in the event of a claim with respect to Common Elements and shall be the responsibility of the Unit Owner in the event of a claim related to said Owner's Unit.

(b) Policy Provisions

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

- (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;
  - (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation and to the Insurance Trustee;
  - (iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;
  - (iv) waivers of any defense based on co-insurance (other than a stated amount co-insurance clause); and
  - (v) waivers of any defense based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.
- (c) Public Liability Insurance: Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and the Owner's respective residents, tenants, invitees or licensees.
- (d) Boiler, Machinery and Pressure Vessel Insurance: Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles, to the extent required as the Board may from time to time deem advisable.

## 7.2 General Provisions

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

- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a Common Expense.

7.3 By the Owner

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

7.4 Indemnity Insurance for Directors and Officers of the Corporation

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

**ARTICLE VIII.  
INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE**

- 8.1 The Corporation may enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under the *Loan and Trust Corporations Act*, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:
  - (a) the receipt by the Insurance Trustee of any proceeds of insurance in excess of fifteen (15%) percent of the replacement cost of the Property and assets of the Corporation covered by the insurance policy;
  - (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act and this Declaration, and any amendments thereto;

- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
- (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

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

8.2 In the event that:

- (a) the Corporation is obligated to repair or replace the Common Elements, any Unit, or any asset insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs;
- (b) there is no obligation by the Corporation to repair or replace, and if there is termination of governance in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the Owners in the proportion of their respective interests in the Common Elements and shall pay such proceeds to the Owners in such proportions upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Notice of Lien registered by the Corporation against such Unit, in accordance with the priorities thereof;
- (c) the Board, in accordance with the provisions of the Act, determines that:
  - (i) there has not been substantial damage equal to or greater than twenty-five (25%) per cent of the replacement cost of the buildings and structures located on the Property; or
  - (ii) there has been substantial damage equal to or greater than twenty-five (25%) per cent of the replacement cost of the buildings and structures located on the Property and within sixty (60) days thereafter the Owners who own eighty (80%) per cent of the Units do not vote for termination,

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

**ARTICLE IX.  
SHARED FACILITIES**

9.1 The Control, Operations, Budgeting and Cost-Sharing of the Shared Facilities

- (a) Save as otherwise provided in this Declaration to the contrary, and without limiting any easement that the Condominium enjoys or is subject to, the Shared Facilities shall be used only by the Declarant, the Owners of the Residential Units in Condominium and the owners of dwelling units in the Common Elements Condominium Development and by their respective residents, tenants and invitees, subject to the terms of the Shared Facilities Agreement. Save as otherwise provided in this Declaration to the contrary, no provision contained in any of the By-laws or Rules of this Corporation shall restrict the access to, egress from and/or use of the Shared Facilities by the persons entitled thereto, save for any reasonable controls or restrictions imposed on access thereto by the Board for the Shared Facilities that are a Unit or part of the Common Elements of the Condominium.
- (b) The Corporation's share of the Shared Facilities Costs shall be calculated and paid as provided in the Shared Facilities Agreement. The budget for the Corporation shall incorporate any budget for the same period for Shared Facilities Costs prepared in accordance with the Shared Facilities Agreement by or on behalf of the owners or parties for the time being to the Shared Facilities Agreement.

**ARTICLE X.  
DUTIES OF THE CORPORATION**

10.1 Duties of the Corporation

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

- (a) To assume and/or enter into the Shared Facilities Agreement as soon as reasonably possible after the registration of this Declaration and to observe and comply (and insofar as possible, compel the observance and/or compliance by all Unit Owners, residents and their respective tenants and/or invitees) with all terms and provisions contained in the Shared Facilities Agreement in addition to complying (and insofar as possible compelling the observance and/or compliance by all Unit Owners, residents and their respective tenants and/or invitees) with all of the requirements set forth in the Act, and all of the terms and provisions set forth in this Declaration, By-laws and Rules of this Corporation.
- (b) To not interfere with the supply of (and insofar as the requisite services are supplied from the Property, to cause) heat, hydro, water, gas and all other requisite utility services (including such services which constitute Shared Facilities) to be provided to the Common Elements Condominium Development so that same are fully functional and operable during normal or customary hours of use.
- (c) To operate, maintain and keep in good repair (or cause to be operated, maintained and/or repaired) as would a prudent owner of similar premises at all times, those parts of the Common Elements of this Condominium which service or benefit or constitute portions of the Shared Facilities;
- (d) To ensure that no action or step is taken by or on behalf of the Corporation or by any Unit Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access to and egress from any portion of the Property so as to enable the Declarant and the declarant of the Common Elements Condominium Development to construct, complete, maintain and repair the Project.
- (e) To ensure that no action or step is taken by or on behalf of the Corporation, or by any Unit Owner or its or his or her respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability or the ability of the declarant for the Common Elements Condominium Development to utilize portions of the Common Elements of this Condominium for their respective marketing/sale/construction programs, as more particularly set out in the foregoing provisions of this Declaration.
- (f) To ensure that no action or step is taken by or on behalf of the Corporation, or by any Unit Owner, or its or his or her respective tenants or invitees which would prohibit, limit or restrict the access to, egress from, use and/or any easement pertaining to the Common Interior Roadway or other shared Units, that is enjoyed by the Common Elements Condominium Development and/or their respective residents, tenants and invitees as more particularly set out in the foregoing provisions of this Declaration.
- (g) To pay on a monthly basis, the Corporation's share of the Shared Facilities Costs, as more particularly set out in the foregoing provisions of this Declaration and as provided for in the Shared Facilities Agreement.
- (h) To execute, forthwith upon the request of the Declarant following the transfer of title to any shared Units, such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the formal cessation of all the Declarant's liabilities and obligations with respect to the Shared Facilities (as same relate to the Condominium and for which the Declarant was responsible for prior to the registration of the Condominium, if any).
- (i) To accept and register the transfer from the Declarant of this Corporation's undivided interest in any shared Units (in accordance with, and at the time(s) contemplated by this Declaration and/or the Shared Facilities Agreement) and to complete and execute all requisite documentation and affidavits necessary to effect the registration of such conveyance, all without cost to the Declarant.
- (j) The Board shall, after notification thereof, adopt without amendment and be bound by, all decisions of the parties to the Shared Facilities Agreement in connection with matters dealt with in the Shared Facilities Agreement as if such decisions were made by the Board itself, including decisions with respect to the determination of the Shared Facilities Costs.

- (k) To enter into, abide by and comply with, the terms and provisions of any Abutting Lands Access Agreement, any outstanding subdivision, condominium, site plan, development or similar agreements (as well as enter into a formal assumption agreement with the Town of Richmond Hill or other governmental authorities relating thereto, if so required by the Town of Richmond Hill or other governmental authorities).
- (l) To ensure that no action or step is taken by or on behalf of the Corporation, or by any Unit Owner, or its, or his or her respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's or its affiliated companies' ability to utilize portions of the Common Elements of this Condominium for its marketing/sale/construction programs in connection with any of part of the Project;
- (m) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of *The Professional Engineers Act R.S.O. 1990*, as amended, or alternatively a certificate of practice within the meaning of *The Architects Act R.S.O. 1990*, as amended) to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (hereinafter referred to as the "**Performance Audit**") at any time between the 6<sup>th</sup> month and the 10<sup>th</sup> month following the registration of this Declaration, then the Corporation shall have a duty to:
- (i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "**Performance Auditor**") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and
  - (ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);

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

- (n) To take all reasonable steps to collect from each Unit Owner his or her proportionate share of the Common Expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the Owner has defaulted in the payment of Common Expenses.
- (o) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable television operators, over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to each of the Units in the Condominium and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or cable television suppliers pertaining to the provision of their services to the Condominium and for such purposes shall enact such By-laws or resolutions as may be required to sanction the foregoing.
- (p) To take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration.
- (q) To enter into, accept, perform and be bound by any of the covenants, agreements and obligations which it may or is required to assume under this Declaration, and under the Shared Facilities Agreement and to take any and all steps which may be requested of it by the Declarant to fully implement in a timely manner the purposes, intent and provisions of this Declaration and the Shared Facilities Agreement and any modifications and amendments thereto all as may be provided for under this Declaration and under the Shared Facilities Agreement.

- (r) The Corporation shall be obliged to execute such By-laws and other documentation and assurances to give effect to the foregoing.

**ARTICLE XI.  
GENERAL MATTERS AND ADMINISTRATION**

11.1 Rights of Entry to the Unit

- (a) The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation. In addition, the Corporation, its agents or any other person authorized by the Board of Directors shall be entitled to enter where necessary, any Unit or any part of the Common Elements over which the Owner of such Unit has the exclusive use, at such reasonable times and upon giving reasonable notice, to facilitate window washing and maintenance of the suites below;
- (b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and without notice for the purpose of repairing the Unit, Common Elements, including any part of the Common Elements over which any Owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists;
- (c) If an Owner shall not be personally present to grant entry to such Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care;
- (d) The Corporation shall retain a master key to all locks to each Unit and exclusive use areas. No Owner shall change any lock or place any additional locks on the doors to any Unit or in the Unit or to any part of the Common Elements of which such Owner has the exclusive use without all such locks being on the Corporation's master key system; and
- (e) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-laws.

11.2 Invalidity

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

11.3 Waiver

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

11.4 Interpretation of Declaration

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

11.5 Headings

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

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

DATED at Toronto, this 25<sup>th</sup> day of November, 2025.

ALBERT GELMAN INC., SOLELY IN ITS  
CAPACITY AS COURT APPOINTED RECEIVER  
OF JEFFERSON PROPERTIES LIMITED  
PARTNERSHIP AND 2011836 ONTARIO CORP.  
(AS GENERAL PARTNER)

Per: [Signature]

Name: Tom McElroy

Title: Authorized Signing Officer

Date: November 25, 2025

I have authority to bind the Corporation.

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## SCHEDULE "A"

In the City of Richmond Hill, Region of York, being composed of Part of Lots B and C on a plan of subdivision registered in the Land Registry Office for the registry division of York Region (No.65) as Plan 1916 designated as Parts 1, 2 and 3, Plan 65R-41121, being all of PIN 03208-3230 (LT) in the Land Titles Division of York Region (No. 65), hereinafter referred to as the "**Condominium Lands**",

For the purposes of this Schedule "A", the lands in the City of Richmond Hill, Region of York, being composed of York Region Common Elements Condominium Plan 1591, being all of PIN 30123-0001 (LT), hereinafter referred to as the "**Adjacent Condominium Lands**".

1. Existing Servient Easement – to Rogers Communications Inc.

**SUBJECT TO** an easement in favour of Rogers Communications Inc. as set out in Instrument No. YR2622073.

2. Existing Servient Easement – to Enbridge Gas Distribution Inc.

**SUBJECT TO** an easement in favour of Enbridge Gas Distribution Inc. as set out in Instrument No. YR2644669.

3. Existing Servient Easement – to Alectra Utilities Corporation

**SUBJECT TO** an easement in gross over part of said Lots B & C, on said Plan 1916 designated as Parts 1, 2 and 3 on Plan 65R-41121, in favour of Alectra Utilities Corporation as set out in Instrument No. YR2817498.

4. Existing Servient Easement – For Vehicular and Pedestrian Ingress and Egress

**SUBJECT TO** an easement in favour of the Adjacent Condominium Lands in, over, upon, and through Part 1 on Plan 65R-41121, being part of PIN 03208-3230 (LT), for the purpose of vehicular and pedestrian passage, as set out in Instrument No. YR3848766.

5. Existing Servient Easement – For Right of Support

**SUBJECT TO** an easement in favour of the Adjacent Condominium Lands in, over, upon, and through Part 2 on Plan 65R-41121, being part of PIN 03208-3230 (LT), for the purpose of support, as set out in Instrument No. YR3848766.

6. Existing Appurtenant Easement – For Vehicular and Pedestrian Ingress and Egress

**TOGETHER WITH** an easement in favour of the Condominium Lands in, over, upon, and through those portions of the Adjacent Condominium Lands designated as Parts 57 and 60 on said plan of survey 65R-41136 for vehicular and pedestrian passage, as set out in Instrument No. YR3848766.

7. Existing Appurtenant Easement – For Access and Use of Parkette

**TOGETHER WITH** an easement in favour of the Condominium Lands for the use and enjoyment of the Parkette contained within that portion of the Adjacent Condominium Lands designated as Part 59 on said plan of survey 65R-41136, including, without limitation, for the placement of community mailboxes serving the Condominium Lands, as set out in Instrument No. YR3848766.

8. Existing Appurtenant Easement – Storm Water Sewer Easement

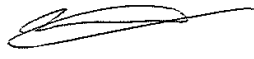
**TOGETHER WITH** an easement in favor of the Condominium Lands in, over, upon and through those portions of the Adjacent Condominium Lands designated as Parts 57 and 60 on said Plan 65R-41136 for the purpose of ingress, egress, constructing, installing, keeping, operating, maintaining, inspecting, patrolling, altering moving, replacing, reconstructing, enlarging, and repairing municipal underground sewers, storm sewers, underground water lines, drains, drainage courses, beddings, pipes, conduits, markers, ditches, swales, channels, ducts, valves, fittings, meters, manholes, services, fixtures, equipment, and other works and appurtenances or accessories thereto whether or not similar to the foregoing, as may be useful or convenient in connection therewith or incidental thereto, for the purpose of the transfer, transmission, control, flow (whether increase or decrease), carriage, conveyance, transportation, increasing or decreasing velocity or volume of municipal sewage, water, or both above and below the ground or partly of each for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby created and transferred over the easement, as set out in Instrument No. YR3848766.

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**IN MY OPINION**, based on the parcel register and the plans and documents recorded therein, the legal description is correct, the described easements will exist in law upon the registration of the Declaration and Description, and the Declarant is the registered owner of the land and appurtenant interests.

Dated at the City of Toronto, this 4th day of December, 2025.

**LOOPSTRA NIXON LLP**

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

Name: Reg Theriault

**SCHEDULE "B"**

**CONSENT OF CHARGE**

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

- 1. Dragon Holding Global Real Estate Funds SPC has a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Instrument Number YR3059206 in the Land Registry Office for the Land Titles Division of York Region.
- 1. The consent of the above Chargee to the registration of a notice in the prescribed form indicating that a common interest in the Corporation, as the common interest is set out in Schedule "D" to the Declaration, attaches to the Parcel upon the registration of the Declaration and Description was dispensed with by the Order of Justice Steele of the Superior Court of Justice dated July 4<sup>th</sup>, 2025 under Court File No: CV-23-00710795-00CL (the "Order"). A copy of the Order was registered in the Land Registry Office for the Land Titles Division of York Region (No. 65) on October 23, 2025 as Instrument Number YR3854586. The Order is in full force and effect, unamended as of the date hereof.

Dated this 24th day of October, 2025.

**ALBERT GELMAN INC., SOLELY IN ITS  
CAPACITY AS COURT APPOINTED RECEIVER  
OF JEFFERSON PROPERTIES LIMITED  
PARTNERSHIP AND 2011836 ONTARIO CORP.  
(AS GENERAL PARTNER)**

Per:   
Name: Tom McElroy  
Title: Managing Director (Ontario)

*I/We have the authority to bind the Corporation.*

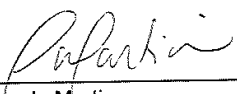
**SCHEDULE "B"**  
**CONSENT OF CHARGE**

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

1. We, Berkley Insurance Company, have a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Instrument Number YR3394837 in the Land Registry Office for the Land Titles Division of York Region.
2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent and postponement.

Dated this 24th day of October, 2025.

**BERKLEY INSURANCE COMPANY**

Per:   
 Name: Pamela Martin  
 Title: Regional Manager, Director of Developer Surety  
 I/We have the authority to bind the Corporation.

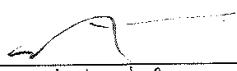
**SCHEDULE "B"**  
**CONSENT OF CHARGE**

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

1. We, Cameron Stephens Mortgage Capital Ltd., have a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Instrument Number YR3391499 in the Land Registry Office for the Land Titles Division of York Region.
2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent and postponement.

Dated this 7<sup>th</sup> day of October, 2025.

**CAMERON STEPHENS MORTGAGE CAPITAL LTD.**

Per:   
 Name: Daniel Leitch  
 Title: SRP - Credit  
 I/We have the authority to bind the Corporation.

**SCHEDULE "B"**  
**CONSENT OF CHARGE**

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

1. We, Windsor Private Capital Limited Partnership, by our general partner, WPC GP I Inc., have a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Instrument Number YR3573855 in the Land Registry Office for the Land Titles Division of York Region.
2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent and postponement.

Dated this 4th day of November, 2025.

**WINDSOR PRIVATE CAPITAL LIMITED  
PARTNERSHIP, by its general partner, WPC GP I  
INC.**

Per: 

Name: Jordan Kupinsky  
Title: Authorized Signing Officer

I/We have the authority to bind the Corporation.

**SCHEDULE 'C'**

**BOUNDARIES OF UNITS**

Each residential unit and parking unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 6, inclusive, of the description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces referred to immediately below, and are illustrated on Part 1, Sheets 1 to 6, inclusive, of the description, and all dimensions shall have reference to them.

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

**RESIDENTIAL UNITS** (being Units 1 to 15, inclusive, on Level 1; and Units 1 to 45, inclusive on Level 2, as illustrated on Part 1, Sheets 1, 2, 3, 4 and 5 of the Description filed concurrently herewith):

1. Each residential unit is bounded vertically by:
  - I. the upper surface of the unfinished concrete floor slab and production thereof of Units 1 to 15, inclusive, on Level 1.
  - II. the upper surface of the unfinished fire separation floor assembly and production thereof of Units 1 to 45, inclusive, on Level 2.
  - III. the upper surface of the wood sub floor in any cantilever projections where there is no portion of the unit directly below.
  - IV. the upper surface of the drywall ceiling and production thereof, in the upper most storey or, any portion of the unit where there is no other unit directly above for Units 2, 3, 4, 5, 7, 8, 11, 12, 13, 14, 17, 18, 19, 20, 23, 24, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 41, 42, 43 and 44 on Level 2.
  - V. the lower surface of the unfinished fire separation ceiling and production thereof of Units 1 to 15, inclusive, on Level 1; and Units 1, 6, 9, 10, 15, 16, 21, 22, 25, 30, 31, 36, 39, 40 and 45 on Level 2.
2. Each residential unit is bounded horizontally by the backside surface of the drywall on all perimeter walls and walls dividing units from other units and from the common elements.
3. In the vicinity of windows, exterior doors and garage doors, the unit boundaries shall be the unfinished unit side surfaces of doors and door frames, windows and window frames and the unit side surfaces of all glass panels located therein, the said windows and exterior doors being in a closed position.

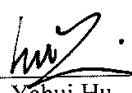
**PARKING UNITS:** (Being Units 1 to 79, inclusive, on Level A, as illustrated on Part 1, Sheet 6 of the Description filed concurrently herewith):

The boundaries of each parking unit shall be:

1. The finished upper surface of the finished concrete floor slab.
2. A horizontal plane distant 2.00 metres above the finished concrete floor slab and measured perpendicularly therefrom.
3. The unfinished unit side surface of concrete or masonry walls and columns; and
4. The vertical planes formed by:
  - I. the production of the faces of concrete columns; and

- II. the planes defined by measurements from the concrete columns and walls as illustrated in Part 1, Sheet 6 of the Description (filed concurrently herewith.)

I hereby certify that the written description of the monuments and boundaries of the Units contained herein, accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 to 6, inclusive, of the Description.

  
 \_\_\_\_\_  
 Yahui Hu  
 Ontario Land Surveyor

November 20, 2025  
 Date

Reference should be made to the provisions in Sections 1.5 and 5.1 of the Declaration itself, in order to determine the maintenance and repair responsibilities for any Unit, and whether specific physical components (such as any wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

November 1, 2024

**SCHEDULE 'D'****PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE  
INTEREST IN COMMON ELEMENTS BY UNIT AND LEVEL NUMBER**

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>% CONTRIBUTION TO COMMON EXPENSES</u>	<u>% INTEREST IN COMMON ELEMENTS</u>
1	1	1.2249	1.1541
2	1	1.2249	1.1263
3	1	1.2249	1.1263
4	1	1.2249	1.1263
5	1	1.2249	1.1541
6	1	1.2249	1.1541
7	1	1.2249	1.1263
8	1	1.2249	1.1263
9	1	1.2249	1.1263
10	1	1.2249	1.1541
11	1	1.2249	1.1541
12	1	1.2249	1.1263
13	1	1.2249	1.1263
14	1	1.2249	1.1263
15	1	1.2249	1.1541
1	2	1.2248	0.9980
2	2	1.2250	1.5444
3	2	1.2250	1.2935
4	2	1.2250	1.2601
5	2	1.2250	1.4998
6	2	1.2248	0.9533
7	2	1.2250	1.2601
8	2	1.2250	1.4998
9	2	1.2248	0.9533
10	2	1.2248	0.9533
11	2	1.2250	1.4998
12	2	1.2250	1.2601
13	2	1.2250	1.2935
14	2	1.2250	1.5444
15	2	1.2248	0.9980

**SCHEDULE 'D'**

**PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE  
INTEREST IN COMMON ELEMENTS BY UNIT AND LEVEL NUMBER**

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>% CONTRIBUTION TO COMMON EXPENSES</u>	<u>% INTEREST IN COMMON ELEMENTS</u>
16	2	1.2248	0.9980
17	2	1.2250	1.5444
18	2	1.2250	1.2935
19	2	1.2250	1.2601
20	2	1.2250	1.4998
21	2	1.2248	0.9533
22	2	1.2248	0.9533
23	2	1.2250	1.4998
24	2	1.2250	1.2601
25	2	1.2248	0.9533
26	2	1.2250	1.4998
27	2	1.2250	1.2601
28	2	1.2250	1.2935
29	2	1.2250	1.5444
30	2	1.2248	0.9980
31	2	1.2248	0.9980
32	2	1.2250	1.5444
33	2	1.2250	1.2935
34	2	1.2250	1.2601
35	2	1.2250	1.4998
36	2	1.2248	0.9533
37	2	1.2250	1.2601
38	2	1.2250	1.4998
39	2	1.2248	0.9533
40	2	1.2248	0.9533
41	2	1.2250	1.4998
42	2	1.2250	1.2601
43	2	1.2250	1.2935
44	2	1.2250	1.5444
45	2	1.2248	0.9980
<b>TOTAL RESIDENTIAL PERCENTAGE</b>		<b>73.4955</b>	<b>73.4955</b>
<b>PARKING UNITS (0.3355 EACH)</b>			
79 Parking Units	Level A	26.5045	26.5045
<b>TOTAL PERCENTAGE</b>		<b>100.0000</b>	<b>100.0000</b>

**SCHEDULE "E"**  
**SPECIFICATION OF COMMON EXPENSES**

Common Expenses shall include the following:

1. 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 Declaration, the By-Laws or rules of the corporation, or any other agreement or instrument imposing obligations on the Corporation.
2. 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.
3. All sums of money payable for utilities and services servicing the common elements including, without limiting the generality of the foregoing, monies payable on account of:
  - (a) hydro;
  - (b) waste disposal;
  - (c) landscaping and snow clearing with respect to the common elements;
  - (d) electricity supplied to the common elements;
  - (e) maintenance materials, tools and supplies;
  - (f) general repair and maintenance of the common elements;
  - (g) maintenance contracts, including contracts for snow removal and other services agreed to from time to time.
4. All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements;
5. All sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
6. 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 and for a reserve fund study;
7. 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;
8. The fees and disbursements of the insurance trustee;
9. All expenses incurred by the Corporation in enforcing any of the Declaration, By-laws or Rules from time to time.

**SCHEDULE "F"**  
**EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS**

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

The owners of Residential Units 1 to 45, both inclusive, on Level 2 shall have the exclusive use of a balcony or balconies to which said units provide sole and direct access.

The owners of Residential Units 2, 3, 4, 5, 7, 8, 11, 12, 13, 14, 17, 18, 19, 20, 23, 24, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 41, 42, 43 and 44 on Level 2, shall have the exclusive use of a roof-top terrace to which said units provide sole and direct access.

The owners of Residential Units 1 to 15, both inclusive, on Level 1, shall have the exclusive use of a patio area and stairs, which is designated and shown on Part 2, Sheet 1 of the Description, by being numbered the same as the number of each owner's unit with the prefix letter 'P'.

The owner(s) of units on Level 2 shall have the shared exclusive use along with another unit owner or owners of a shared entry porch and stairs "SP" being illustrated in heavy outline on Part 2, Sheet 1 of the Description, as assigned in the table below:

<u>UNITS</u>	<u>LEVEL</u>	<u>SP</u>
1, 2, 3	2	SP1
4, 5, 6	2	SP2
7, 8, 9	2	SP3
10, 11, 12	2	SP4
13, 14, 15	2	SP5
16, 17, 18	2	SP6
19, 20, 21	2	SP7
22, 23, 24	2	SP8
25, 26, 27	2	SP9
28, 29, 30	2	SP10
31, 32, 33	2	SP11
34, 35, 36	2	SP12
37, 38, 39	2	SP13
40, 41, 42	2	SP14
43, 44, 45	2	SP15

SCHEDULE G

CERTIFICATE OF ARCHITECT OR ENGINEER (SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM CORPORATION) (UNDER CLAUSE 8 (1) (E) OR (H) OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

I certify that:

[Strike out whichever is not applicable:  
Each building on the property

OR

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

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

(Check whichever boxes are applicable)

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

OR

~~There are no underground garages.~~

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

OR

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

OR

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

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

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

OR

There are no indoor and outdoor swimming pools.

SCHEDULE G

- 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 3 day of DECEMBER, 2025



GPR.  
(signature)

GREG RASPIN  
(print name)

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

## **APPENDIX D**

LAND  
REGISTRY  
OFFICE #65

03208-3259 (LT)

PAGE 1 OF 5  
PREPARED FOR mjuranka02  
ON 2025/12/08 AT 16:20:02

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

**PROPERTY DESCRIPTION:** PART BLOCK 1 PLAN 65M4637, PARTS 18 & 42 ON 65R41136 ; TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN YORK REGION COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1591; SUBJECT TO AN EASEMENT AS IN YR2622073; SUBJECT TO AN EASEMENT AS IN YR2644669; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2817498; TOGETHER WITH AN EASEMENT OVER PART BLOCK 1 PLAN 65M4637, PART 17 ON 65R41136 AS IN YR3743936; SUBJECT TO AN EASEMENT IN FAVOUR OF YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1591 AS IN YR3848766; CITY OF RICHMOND HILL

**PROPERTY REMARKS:** FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION FOR ABSOLUTE TITLE IS 2016/12/05. FOR ADDITIONAL ENCUMBRANCES THE PIN FOR YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1591 IN BLOCK 30123 MUST BE EXAMINED.

**ESTATE/QUALIFIER:**  
FEE SIMPLE  
LT ABSOLUTE PLUS

**RECENTLY:**  
DIVISION FROM 03208-3229

**PIN CREATION DATE:**  
2025/01/23

**OWNERS' NAMES**  
2011836 ONTARIO CORP.  
JEFFERSON PROPERTIES LIMITED PARTNERSHIP

**CAPACITY SHARE**  
GPAR  
FIRM

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2025/01/23 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
RH69583	1979/04/06	BYLAW				C
REMARKS: PLANNING ACT DEEMING NOT PLAN OF SUBDIVISION. AFFECTS ALL/PART VARIOUS LANDS (ADDED 9/6/98 BY J. SALTER DLR)						
YR2622073	2017/02/07	TRANSFER EASEMENT	\$2	IDEAL (JS) DEVELOPMENTS INC.	ROGERS COMMUNICATIONS INC.	C
YR2644669	2017/03/28	TRANSFER EASEMENT	\$2	IDEAL (JS) DEVELOPMENTS INC.	ENBRIDGE GAS DISTRIBUTION INC.	C
YR2817498	2018/04/18	TRANSFER EASEMENT	\$2	IDEAL (JS) DEVELOPMENTS INC.	ALECTRA UTILITIES CORPORATION	C
YR2817501	2018/04/18	RESTRICTION-LAND		IDEAL (JS) DEVELOPMENTS INC.		C
REMARKS: NO TRANSFER OR CHARGE SHALL BE REGISTERED WITHOUT THE CONSENT OF THE COMMISSIONER OF PLANNING & REGULATORY SERVICES OR CHIEF ADMINISTRATIVE OFFICER OF THE CORPORATION OF THE TOWN OF RICHMOND HILL.						
YR2849828	2018/07/16	BYLAW		THE CORPORATION OF THE TOWN OF RICHMOND HILL		C
REMARKS: BY-LAW 88-18 - A BY-LAW TO ASSIGN NAMES TO CERTAIN PRIVATE ROADS						
65M4637	2019/04/04	PLAN SUBDIVISION				C
YR3059206	2020/01/22	CHARGE	\$11,000,000	IDEAL (JS) DEVELOPMENTS INC.	DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	C
YR3059207	2020/01/22	NO ASSGN RENT GEN		IDEAL (JS) DEVELOPMENTS INC.	DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	C
REMARKS: YR3059206.						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR3197795	2021/01/22	NOTICE		THE CORPORATION OF THE CITY OF RICHMOND HILL	2011836 ONTARIO CORP.	C
YR3391499	2022/03/08	CHARGE PARTNERSHIP	\$69,093,600	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
YR3391500	2022/03/08	NO ASSGN RENT GEN		2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
		<i>REMARKS: YR3391499.</i>				
YR3391505	2022/03/08	POSTPONEMENT		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
		<i>REMARKS: YR3059206 TO YR3391499</i>				
YR3391506	2022/03/08	POSTPONEMENT		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
		<i>REMARKS: YR3059207 TO YR3391499</i>				
YR3394837	2022/03/15	CHARGE PARTNERSHIP	\$10,440,000	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	BERKLEY INSURANCE COMPANY	C
YR3394838	2022/03/15	POSTPONEMENT		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	BERKLEY INSURANCE COMPANY	C
		<i>REMARKS: YR3059206 TO</i>				
YR3570341	2023/07/05	LR'S ORDER		LAND REGISTRAR, YORK REGION LAND REGISTRY OFFICE		C
		<i>REMARKS: AMEND LEGAL DESCRIPTION</i>				
YR3573855	2023/07/14	CHARGE PARTNERSHIP	\$5,000,000	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
YR3573856	2023/07/14	NO ASSGN RENT GEN		2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
		<i>REMARKS: YR3573855.</i>				
YR3573875	2023/07/14	POSTPONEMENT		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
		<i>REMARKS: YR3059206, YR3059207 TO YR3573855</i>				
YR3573876	2023/07/14	POSTPONEMENT		BERKLEY INSURANCE COMPANY	WPC GP I INC.	C
		<i>REMARKS: YR3394837 TO YR3573855</i>				
YR3633117	2023/12/21	CONSTRUCTION LIEN	\$112,303	ECO BARRIERS INC.		C
YR3633148	2023/12/21	CONSTRUCTION LIEN	\$838,295	LEBLON CARPENTRY INC.		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR3633578	2023/12/22	APL COURT ORDER <i>REMARKS: APPOINTING ALBERT GELMAN INC. AS RECEIVER</i>		ONTARIO SUPERIOR COURT OF JUSTSICE	ALBERT GELMAN INC.	C
YR3639060	2024/01/18	CONSTRUCTION LIEN	\$49,654	EDG COR INC.		C
YR3639938	2024/01/23	CONSTRUCTION LIEN	\$75,687	COOPER EQUIPMENT RENTALS LIMITED		C
YR3640642	2024/01/25	CERTIFICATE <i>REMARKS: YR3639060</i>		EDG COR INC.		C
YR3640988	2024/01/25	CONSTRUCTION LIEN	\$735,918	CORE CONSTRUCTORS LTD.		C
YR3641032	2024/01/26	CERTIFICATE <i>REMARKS: YR3633148</i>		LEBLON CARPENTRY INC.	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP CAMERON STEPHENS MORTGAGE CAPITAL LTD. WPC GP I INC. BERKLEY INSURANCE COMPANY	C
YR3641202	2024/01/26	CONSTRUCTION LIEN	\$52,487	STEPHENSON'S RENTAL SERVICES INC.		C
YR3641779	2024/01/29	CONSTRUCTION LIEN	\$505,524	RAMA IDEAL CONSTRUCTION INC.		C
YR3641791	2024/01/30	CERTIFICATE <i>REMARKS: YR3640988</i>		CORE CONSTRUCTORS LTD.		C
YR3641807	2024/01/30	CERTIFICATE <i>REMARKS: YR3641202</i>		STEPHENSON'S RENTAL SERVICES INC.		C
YR3642669	2024/01/31	CONSTRUCTION LIEN	\$714,167	LUMBER CITY INC.		C
YR3642916	2024/01/31	CONSTRUCTION LIEN	\$20,084	JCL CONCRETE PUMPING LIMITED		C
YR3644513	2024/02/06	CERTIFICATE <i>REMARKS: CERTIFICATE OF ACTION</i>		ECO BARRIERS INC.		C
YR3644991	2024/02/07	CONSTRUCTION LIEN	\$203,196	P.C. CAULKING & RESTORATIONS INC.		C
YR3648247	2024/02/15	CONSTRUCTION LIEN	\$809,755	MENDOZA, SANTIAGO ALFREDO		C
YR3650696	2024/02/26	CERTIFICATE <i>REMARKS: YR3648247</i>		MENDOZA, SANTIAGO ALFREDO		C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR3652169	2024/02/29	CONSTRUCTION LIEN	\$128,954	WYECROFT TRIM & DOORS GROUP INC.		C
YR3654135	2024/03/05	CONSTRUCTION LIEN	\$41,974	ONTARIO TRUCKING AND DISPOSAL LTD.		C
YR3654276	2024/03/06	CERTIFICATE		WYECROFT TRIM & DOORS GROUP INC.		C
		REMARKS: YR3652169				
YR3654700	2024/03/07	CONSTRUCTION LIEN	\$222,330	MAVEN GROUP INC.		C
YR3654913	2024/03/07	CERTIFICATE		LUMBER CITY INC.		C
		REMARKS: YR3642669				
YR3654920	2024/03/07	CONSTRUCTION LIEN	\$84,459	LALA GLASS & RAILING LTD.		C
YR3655108	2024/03/08	CONSTRUCTION LIEN	\$38,219	DIRECT UNDERGROUND INC.		C
YR3655160	2024/03/08	CONSTRUCTION LIEN	\$755,372	OAKDALE DRYWALL & ACOUSTICS LTD.		C
YR3655638	2024/03/11	CONSTRUCTION LIEN	\$197,139	DON FRY SCAFFOLD SERVICE INC.		C
YR3656016	2024/03/12	CERTIFICATE		RAMA IDEAL CONSTRUCTION INC.		C
		REMARKS: RE YR3641779				
YR3659634	2024/03/22	CERTIFICATE		MAVEN GROUP INC.		C
		REMARKS: YR3654700				
YR3659635	2024/03/22	CERTIFICATE		DIRECT UNDERGROUND INC.		C
		REMARKS: YR3655108				
YR3659990	2024/03/25	CONSTRUCTION LIEN	\$473,936	2035755 ONTARIO LTD; METRO AIR LTD.; 1822873 ONTARIO INC.; HERA SERVICES INC.; MATTHEW MERLA		C
YR3661692	2024/03/28	CONSTRUCTION LIEN	\$310,620	LEBLON CARPENTRY INC.		C
YR3664929	2024/04/10	CERTIFICATE		LEBLON CARPENTRY INC.	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP CAMERON STEPHENS MORTGAGE CAPITAL LTD. WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP BERKLEY INSURANCE COMPANY DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	C
YR3665046	2024/04/10	CERTIFICATE		OAKDALE DRYWALL & ACOUSTICS LTD.	2011836 ONTARIO CORP.	C

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LAND  
 REGISTRY  
 OFFICE #65

03208-3259 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3667343	2024/04/17	CERTIFICATE		COOPER EQUIPMENT RENTALS LIMITED	JEFFERSON PROPERTIES LIMITED PARTNERSHIP CAMERON STEPHENS MORTGAGE CAPITAL LTD., WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP BERKLEY INSURANCE COMPANY DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	C
YR3668010	2024/04/18	CERTIFICATE		P.C. CAULKING & RESTORATIONS INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
YR3670417	2024/04/25	CONSTRUCTION LIEN	\$105,552	EMERGENCY PROPANE SERVICES INC. ARTHUR AERIAL LIFTS INC. 207875 ONTARIO LTD.		C
YR3671162	2024/04/29	CERTIFICATE		DON FRY SCAFFOLD SERVICE INC.		C
		REMARKS: YR3655638				
YR3672182	2024/05/01	CERTIFICATE		ONTARIO TRUCKING AND DISPOSAL LTD.		C
YR3672188	2024/05/01	CERTIFICATE		JCL CONCRETE PUMPING LIMITED		C
YR3699638	2024/07/17	CERTIFICATE		2035755 ONTARIO LTD.; METRO AIR LTD; 1822873 ONTARIO INC.; HERA SERVICES INC.;MATTHEW MERLA;; EMERGENCY PROPANE SERVICES INC..; ET AL		C
YR3722539	2024/09/26	BYLAW		THE CORPORATION OF THE CITY OF RICHMOND HILL		C
65R41136	2024/11/01	PLAN REFERENCE				C
		REMARKS: YR3734348.				
YR3743936	2024/11/29	TRANS PARTNERSHIP	\$2	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	2011836 ONTARIO CORP.	C
YRCP1591	2025/10/08	CE CONDO PLN				C
YR3848766	2025/10/08	CONDO DECLARATION		2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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## **APPENDIX E**

LAND  
REGISTRY  
OFFICE #65

03208-3260 (LT)

PAGE 1 OF 5  
PREPARED FOR mjuranka02  
ON 2025/12/08 AT 16:53:38

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

**PROPERTY DESCRIPTION:** PART BLOCK 1 PLAN 65M4637, PARTS 19 & 44 ON 65R41136 ; TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN YORK REGION COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1591; SUBJECT TO AN EASEMENT AS IN YR2622073; SUBJECT TO AN EASEMENT AS IN YR2644669; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2817498; SUBJECT TO AN EASEMENT OVER PT 44 ON 65R41136 IN FAVOUR OF PART BLOCK 1 PLAN 65M4637, PART 20 ON 65R41136 AS IN YR3743936; SUBJECT TO AN EASEMENT IN FAVOUR OF YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1591 AS IN YR3848766; CITY OF RICHMOND HILL

**PROPERTY REMARKS:** FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION FOR ABSOLUTE TITLE IS 2016/12/05. FOR ADDITIONAL ENCUMBRANCES THE PIN FOR YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1591 IN BLOCK 30123 MUST BE EXAMINED.

**ESTATE/QUALIFIER:**

FEE SIMPLE  
LT ABSOLUTE PLUS

**RECENTLY:**

DIVISION FROM 03208-3229

**PIN CREATION DATE:**

2025/01/23

**OWNERS' NAMES**

2011836 ONTARIO CORP.  
JEFFERSON PROPERTIES LIMITED PARTNERSHIP

**CAPACITY SHARE**

GPAR  
FIRM

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
RH69583	1979/04/06	BYLAW				C
REMARKS: PLANNING ACT DEEMING NOT PLAN OF SUBDIVISION. AFFECTS ALL/PART VARIOUS LANDS (ADDED 9/6/98 BY J. SALTER DLR)						
YR2622073	2017/02/07	TRANSFER EASEMENT	\$2	IDEAL (JS) DEVELOPMENTS INC.	ROGERS COMMUNICATIONS INC.	C
YR2644669	2017/03/28	TRANSFER EASEMENT	\$2	IDEAL (JS) DEVELOPMENTS INC.	ENBRIDGE GAS DISTRIBUTION INC.	C
YR2817498	2018/04/18	TRANSFER EASEMENT	\$2	IDEAL (JS) DEVELOPMENTS INC.	ALECTRA UTILITIES CORPORATION	C
YR2817501	2018/04/18	RESTRICTION-LAND		IDEAL (JS) DEVELOPMENTS INC.		C
REMARKS: NO TRANSFER OR CHARGE SHALL BE REGISTERED WITHOUT THE CONSENT OF THE COMMISSIONER OF PLANNING & REGULATORY SERVICES OR CHIEF ADMINISTRATIVE OFFICER OF THE CORPORATION OF THE TOWN OF RICHMOND HILL.						
YR2849828	2018/07/16	BYLAW		THE CORPORATION OF THE TOWN OF RICHMOND HILL		C
REMARKS: BY-LAW 88-18 - A BY-LAW TO ASSIGN NAMES TO CERTAIN PRIVATE ROADS						
65M4637	2019/04/04	PLAN SUBDIVISION				C
YR3059206	2020/01/22	CHARGE	\$11,000,000	IDEAL (JS) DEVELOPMENTS INC.	DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	C
YR3059207	2020/01/22	NO ASSGN RENT GEN		IDEAL (JS) DEVELOPMENTS INC.	DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	C
REMARKS: YR3059206.						

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR3197795	2021/01/22	NOTICE		THE CORPORATION OF THE CITY OF RICHMOND HILL	2011836 ONTARIO CORP.	C
YR3391499	2022/03/08	CHARGE PARTNERSHIP	\$69,093,600	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
YR3391500	2022/03/08	NO ASSGN RENT GEN		2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
		<i>REMARKS: YR3391499.</i>				
YR3391505	2022/03/08	POSTPONEMENT		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
		<i>REMARKS: YR3059206 TO YR3391499</i>				
YR3391506	2022/03/08	POSTPONEMENT		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
		<i>REMARKS: YR3059207 TO YR3391499</i>				
YR3394837	2022/03/15	CHARGE PARTNERSHIP	\$10,440,000	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	BERKLEY INSURANCE COMPANY	C
YR3394838	2022/03/15	POSTPONEMENT		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	BERKLEY INSURANCE COMPANY	C
		<i>REMARKS: YR3059206 TO</i>				
YR3570341	2023/07/05	LR'S ORDER		LAND REGISTRAR, YORK REGION LAND REGISTRY OFFICE		C
		<i>REMARKS: AMEND LEGAL DESCRIPTION</i>				
YR3573855	2023/07/14	CHARGE PARTNERSHIP	\$5,000,000	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
YR3573856	2023/07/14	NO ASSGN RENT GEN		2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
		<i>REMARKS: YR3573855.</i>				
YR3573875	2023/07/14	POSTPONEMENT		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
		<i>REMARKS: YR3059206, YR3059207 TO YR3573855</i>				
YR3573876	2023/07/14	POSTPONEMENT		BERKLEY INSURANCE COMPANY	WPC GP I INC.	C
		<i>REMARKS: YR3394837 TO YR3573855</i>				
YR3633117	2023/12/21	CONSTRUCTION LIEN	\$112,303	ECO BARRIERS INC.		C
YR3633148	2023/12/21	CONSTRUCTION LIEN	\$838,295	LEBLON CARPENTRY INC.		C

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YR3633578	2023/12/22	APL COURT ORDER <i>REMARKS: APPOINTING ALBERT GELMAN INC. AS RECEIVER</i>		ONTARIO SUPERIOR COURT OF JUSTSICE	ALBERT GELMAN INC.	C
YR3639060	2024/01/18	CONSTRUCTION LIEN	\$49,654	EDG COR INC.		C
YR3639938	2024/01/23	CONSTRUCTION LIEN	\$75,687	COOPER EQUIPMENT RENTALS LIMITED		C
YR3640642	2024/01/25	CERTIFICATE <i>REMARKS: YR3639060</i>		EDG COR INC.		C
YR3640988	2024/01/25	CONSTRUCTION LIEN	\$735,918	CORE CONSTRUCTORS LTD.		C
YR3641032	2024/01/26	CERTIFICATE <i>REMARKS: YR3633148</i>		LEBLON CARPENTRY INC.	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP CAMERON STEPHENS MORTGAGE CAPITAL LTD. WPC GP I INC. BERKLEY INSURANCE COMPANY	C
YR3641202	2024/01/26	CONSTRUCTION LIEN	\$52,487	STEPHENSON'S RENTAL SERVICES INC.		C
YR3641779	2024/01/29	CONSTRUCTION LIEN	\$505,524	RAMA IDEAL CONSTRUCTION INC.		C
YR3641791	2024/01/30	CERTIFICATE <i>REMARKS: YR3640988</i>		CORE CONSTRUCTORS LTD.		C
YR3641807	2024/01/30	CERTIFICATE <i>REMARKS: YR3641202</i>		STEPHENSON'S RENTAL SERVICES INC.		C
YR3642669	2024/01/31	CONSTRUCTION LIEN	\$714,167	LUMBER CITY INC.		C
YR3642916	2024/01/31	CONSTRUCTION LIEN	\$20,084	JCL CONCRETE PUMPING LIMITED		C
YR3644513	2024/02/06	CERTIFICATE <i>REMARKS: CERTIFICATE OF ACTION</i>		ECO BARRIERS INC.		C
YR3644991	2024/02/07	CONSTRUCTION LIEN	\$203,196	P.C. CAULKING & RESTORATIONS INC.		C
YR3648247	2024/02/15	CONSTRUCTION LIEN	\$809,755	MENDOZA, SANTIAGO ALFREDO		C
YR3650696	2024/02/26	CERTIFICATE <i>REMARKS: YR3648247</i>		MENDOZA, SANTIAGO ALFREDO		C

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OFFICE #65

03208-3260 (LT)

PREPARED FOR mjuranka02  
ON 2025/12/08 AT 16:53:38

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR3652169	2024/02/29	CONSTRUCTION LIEN	\$128,954	WYECROFT TRIM & DOORS GROUP INC.		C
YR3654135	2024/03/05	CONSTRUCTION LIEN	\$41,974	ONTARIO TRUCKING AND DISPOSAL LTD.		C
YR3654276	2024/03/06	CERTIFICATE		WYECROFT TRIM & DOORS GROUP INC.		C
		REMARKS: YR3652169				
YR3654700	2024/03/07	CONSTRUCTION LIEN	\$222,330	MAVEN GROUP INC.		C
YR3654913	2024/03/07	CERTIFICATE		LUMBER CITY INC.		C
		REMARKS: YR3642669				
YR3654920	2024/03/07	CONSTRUCTION LIEN	\$84,459	LALA GLASS & RAILING LTD.		C
YR3655108	2024/03/08	CONSTRUCTION LIEN	\$38,219	DIRECT UNDERGROUND INC.		C
YR3655160	2024/03/08	CONSTRUCTION LIEN	\$755,372	OAKDALE DRYWALL & ACOUSTICS LTD.		C
YR3655638	2024/03/11	CONSTRUCTION LIEN	\$197,139	DON FRY SCAFFOLD SERVICE INC.		C
YR3656016	2024/03/12	CERTIFICATE		RAMA IDEAL CONSTRUCTION INC.		C
		REMARKS: RE YR3641779				
YR3659634	2024/03/22	CERTIFICATE		MAVEN GROUP INC.		C
		REMARKS: YR3654700				
YR3659635	2024/03/22	CERTIFICATE		DIRECT UNDERGROUND INC.		C
		REMARKS: YR3655108				
YR3659990	2024/03/25	CONSTRUCTION LIEN	\$473,936	2035755 ONTARIO LTD; METRO AIR LTD.; 1822873 ONTARIO INC.; HERA SERVICES INC.; MATTHEW MERLA		C
YR3661692	2024/03/28	CONSTRUCTION LIEN	\$310,620	LEBLON CARPENTRY INC.		C
YR3664929	2024/04/10	CERTIFICATE		LEBLON CARPENTRY INC.	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP CAMERON STEPHENS MORTGAGE CAPITAL LTD. WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP BERKLEY INSURANCE COMPANY DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	C
YR3665046	2024/04/10	CERTIFICATE		OAKDALE DRYWALL & ACOUSTICS LTD.	2011836 ONTARIO CORP.	C

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YR3667343	2024/04/17	CERTIFICATE		COOPER EQUIPMENT RENTALS LIMITED	JEFFERSON PROPERTIES LIMITED PARTNERSHIP CAMERON STEPHENS MORTGAGE CAPITAL LTD., WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP BERKLEY INSURANCE COMPANY DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	C
YR3668010	2024/04/18	CERTIFICATE		P.C. CAULKING & RESTORATIONS INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
YR3670417	2024/04/25	CONSTRUCTION LIEN	\$105,552	EMERGENCY PROPANE SERVICES INC. ARTHUR AERIAL LIFTS INC. 207875 ONTARIO LTD.		C
YR3671162	2024/04/29	CERTIFICATE		DON FRY SCAFFOLD SERVICE INC.		C
		REMARKS: YR3655638				
YR3672182	2024/05/01	CERTIFICATE		ONTARIO TRUCKING AND DISPOSAL LTD.		C
YR3672188	2024/05/01	CERTIFICATE		JCL CONCRETE PUMPING LIMITED		C
YR3699638	2024/07/17	CERTIFICATE		2035755 ONTARIO LTD.; METRO AIR LTD; 1822873 ONTARIO INC.; HERA SERVICES INC.;MATTHEW MERLA;; EMERGENCY PROPANE SERVICES INC..; ET AL		C
YR3722539	2024/09/26	BYLAW		THE CORPORATION OF THE CITY OF RICHMOND HILL		C
65R41136	2024/11/01	PLAN REFERENCE				C
		REMARKS: YR3734348.				
YR3743936	2024/11/29	TRANS PARTNERSHIP	\$2	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	2011836 ONTARIO CORP.	C
YRCP1591	2025/10/08	CE CONDO PLN				C
YR3848766	2025/10/08	CONDO DECLARATION		2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP		C

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