

3.2 Exclusive Use Common Elements

There are no exclusive use Common Elements at present and the Declarant does not contemplate that there will be.

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.

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 b the Corporation

The Corporation may, by a vote of Owners who own at least sixty-six and two thirds (66 2/3%) percent of the 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 Owners 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:

- (i) the Declarant, the Builder and their authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the Common Elements, for the purposes of implementing, operating and/or administering the Builder's marketing, sale, construction and/or customer-service program(s) with respect to any unsold Potls from time to time;
- (ii) the Declarant, the Builder and their authorized agents workmen and contractors shall have the free and uninterrupted access over the common elements to carry out such work as may be necessary from time to time in order to facilitate the construction (or refurbishment) of dwellings on any of the Potl's, including the right to excavate and connect to and alter any servicing systems located within the Common Elements, on the express understanding that the Declarant and/or the Builder shall repair any damage to the Common Elements caused by such entry as soon as reasonably possible thereafter.
- (iii) the Declarant, the Builder and their 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 Potls, at such locations and having such dimensions as the Builder may determine in its sole and unfettered discretion, all without any charge to the Builder for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or any one else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Builder's marketing/sales/construction/customer-service office(s) and said model suites; and
- (iv) 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, the Builder and their authorized agents, representative and/or invitees over the Common Element areas of this Condominium;

until such time as all of the Potls in this Condominium have been transferred by the Declarant.

3.6 Walkway

The Common Elements will include a walkway designated as Block G on the Draft Plan (the "Walkway") having a perpendicular width of 1.5 meters and running westerly from Second Line West, immediately to the north of the access roadway running westerly from Second Line West and providing access to the POTLS designated as Road A on the Draft Plan (the "Access Roadway"). Although the Walkway will form a part of the Common Elements and accordingly be owned by the Corporation, an easement will be granted in favour of the City of Mississauga permitting the public's use of the Walkway for pedestrian purposes.

The Common Elements will also include an additional walkway being designated as Block H on the Draft Plan ("Southern Walkway") having a perpendicular width of 3.0 meters permitting pedestrian access between the roadways forming the Common Elements and the neighborhood park lying immediately to the south of Lots 5, 6 and 7.

3.7 Parkland

The Declarant will be transferring ownership of a small block of land (designated as Block E on draft Plan 21T – M07003) to the City of Mississauga used for parkland purposes (the "Park"). The Park will be located immediately to the north of the Access Roadway and will front on west side of Second Line West and abut the easterly or rear lot line of Lot 1, being one of the Potls. The Park will comprise approximately 510 square meters and include a landscaped area with bench and other amenities for use by the public at large.

3.8 Surplus Lands

The Lands lying immediately to the south of the Access Roadway and running the length of the Access Roadway being the lands designated as Blocks A, B, C and D on draft Plan 21T-M07003 will form Potls, however at this juncture these lands will be left vacant, sodded and landscaped for aesthetic purposes.

3.9 Servicing Corridor

A 3.0 meter servicing corridor will traverse the frontage of those Potls designated as Lots 1-12 to facilitate the installation of utility and municipal services.

**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

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, water mains, storm and sanitary sewers) which service more than one 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. The internal roads will be under Condominium ownership and the City of Mississauga will not provide maintenance: including roads and sidewalk snow clearing ; the private roads must remain open at all times for both vehicle and pedestrian traffic; the Condominium Corporation must indemnify the City of Mississauga against all loss or claim resulting from the public's use of these internal roads.

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, his family, guests, visitors or tenants to or with respect to the Common Elements, except for any loss, costs, damages, injury or liability caused by an insured peril (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 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 an 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 and this Declaration 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;
 - (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, tenants, licensees or invitees 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, 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) 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
- (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 must be obtained and maintained by each Owner at such Owner's own risk:

- (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 manager, agents, employees and servants and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties.
- (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 DUTIES OF THE CORPORATION

- 7.1 In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the by-laws of the Corporation, the Corporation shall have the following duties, namely:
- (a) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Potl Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's or the Builder's ability to utilize portions of the Common Elements of this Condominium for their marketing/sale/construction programs in connection with any of the Condominium, as more particularly set out in the foregoing provisions of this Declaration.
 - (b) 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 6th month and the 10th month following the registration of this Declaration, then the Corporation shall have a duty to:
 - (i) permit the Declarant, the Builder and their 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, the Builder and their 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 11th 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 pursuant to section 44(9) of the Act.
 - (c) To take all reasonable steps to collect from each Potl 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 Potl in respect of which the owner has defaulted in the payment of common expenses.
 - (d) 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 Potls 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 the Potls and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing.
 - (e) To take all actions reasonably necessary as may be required to fulfill any of the Corporation's duties and obligations pursuant to this Declaration.

ARTICLE VIII GENERAL MATTERS AND ADMINISTRATION

8.1 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.

8.2 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.

8.3 Interruption of Declaration

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

8.4 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.

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

DATED at Toronto this day of , 200 .

2096553 ONTARIO INC

Per: _____

Name: Naheel Suleman

Title: President

I have the authority to bind the Corporation.

SCHEDULE "A"

**TO THE DECLARATION OF 2096553 ONTARIO INC
COMMON ELEMENTS CONDOMINIUM**

Legal Description of property:

Part of Lot 10, Concession 3, West of Hurontario Street, City of Mississauga, Regional Municipality of Peel being designated as Parts _____ on Reference Plan 43R-_____.

In my opinion, based solely on the aforesaid parcel register, and the plans and documents recorded therein, the legal description set out above is correct, and the Declarant is the registered owner of the aforementioned lands and the appurtenant easements hereinbefore described.

Charles P. Stobie, solicitor and duly
Authorized agent for 2096553 Ontario Inc

Charles P. Stobie

SCHEDULE "B"

TO THE DECLARATION OF 2096553 ONTARIO INC

CONSENT TO ATTACHMENT OF A
COMMON INTEREST PARCEL OF TIED LAND

(under clause 140(c) of the Condominium Act, 1998)

1. I (We) _____ have a mortgage registered as Number _____ in the Land Registry Office for the Land Titles Division of Peel No. 43 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 _____ and the description (known as the "Description") creating the Corporation.
2. I (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. I (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 _____ day of _____, 20____.

<>

Per: _____
Name: _____
Title: _____

<>

Per: _____
Name: _____
Title: _____
I/We have the authority to bind the Corporation.

SCHEDULE "B"

TO THE DECLARATION OF 2096553 ONTARIO INC

CONSENT

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

- e) I(We) _____ have a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Number _____ in the Land Registry Office for the Land Titles Division of Peel No. 43.
- f) I(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.
(If the mortgage is a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, include the following paragraph:)
- g) I(We) postpone the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.
- h) I am (We are) entitled by law to grant this consent and postponement.

DATED this _____ day of _____, 20____.

<>

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____
I/We have the authority to bind the Corporation.

SCHEDULE "C"

TO THE DECLARATION OF 2096553 ONTARIO INC

BOUNDARIES OF UNITS

There are no unit boundaries for a common element condominium.

SCHEDULE "D"

Proportion of Common Interests and Proportion of Contribution to the Common Expenses as Expressed in Percentages

(The Common Elements are intended for the use and enjoyment of the owners of the parcels of tied land for the purpose of section 140(a) of the Act.)

<u>Parcel of Tied Land (POTL)</u>	<u>Percentage</u>
In the City of Mississauga in the Regional Municipality of Peel being comprised of Lot 1, Plan _____	8.333%
In the City of Mississauga in the Regional Municipality of Peel being comprised of Lot 2, Plan _____	8.333%
In the City of Mississauga in the Regional Municipality of Peel being comprised of Lot 3, Plan _____	8.333%
In the City of Mississauga in the Regional Municipality of Peel being comprised of Lot 4, Plan _____	8.335%
In the City of Mississauga in the Regional Municipality of Peel being comprised of Lot 5, Plan _____	8.333%
In the City of Mississauga in the Regional Municipality of Peel being comprised of Lot 6, Plan _____	8.333%
In the City of Mississauga in the Regional Municipality of Peel being comprised of Lot 7, Plan _____	8.333%
In the City of Mississauga in the Regional Municipality of Peel being comprised of Lot 8, Plan _____	8.333%
In the City of Mississauga in the Regional Municipality of Peel being comprised of Lot 9, Plan _____	8.333%
In the City of Mississauga in the Regional Municipality of Peel being comprised of Lot 10, Plan _____	8.333%
In the City of Mississauga in the Regional Municipality of Peel being comprised of Lot 11, Plan _____	8.333%
In the City of Mississauga in the Regional Municipality of Peel being comprised of Lot 12, Plan _____	8.335%
In the City of Mississauga in the Regional Municipality of Peel being comprised of Block A, Plan _____	NIL%
In the City of Mississauga in the Regional Municipality of Peel being comprised of Block B, Plan _____	NIL%
In the City of Mississauga in the Regional Municipality of Peel being comprised of Block C, Plan _____	NIL%
In the City of Mississauga in the Regional Municipality of Peel being comprised of Block D, Plan _____	NIL%
TOTALS:	100.00%

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*.

Charles P. Stobie, solicitor and duly authorized agent

For 2096553 Ontario Inc.

Charles P. Stobie

SCHEDULE "E"

TO THE DECLARATION OF 2096553 ONTARIO INC

SPECIFICATION OF COMMON EXPENSES (Common Elements Condominium)

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

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement;
- (b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
 - (i) insurance premiums;
 - (ii) maintenance materials, tools and supplies;
 - (iii) snow removal from common element roads and to remove same from the site, if required, and landscaping of common element areas;
 - (iv) garbage pick-up if private service;
 - (v) water, sewage and electricity respecting the Common Elements including all street lighting;
 - (vi) road maintenance of Common Element roads and walkways and sewer maintenance of Common Element sewers; and
 - (vii) landscaping, gardening and grass cutting of the Common Elements and repair of retaining walls, berms and fences.
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- (d) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the common elements;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- (f) the cost of equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- (g) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- (h) the cost of maintaining fidelity bonds as provided by By-law;
- (i) all sums required to be paid to the reserve fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation.

SCHEDULE "F"
TO THE DECLARATION OF 2096553 ONTARIO INC

EXCLUSIVE USE COMMON ELEMENTS

There are no exclusive use portions of the Common Elements.

SCHEDULE "G"
TO THE DECLARATION OF 2096553 ONTARIO INC

CERTIFICATE OF ARCHITECT OR ENGINEER

(under clause 8(1)(e) and (h) of the *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. |
| 4. | [] | There are no underground garages. |
| 5. | [] | 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. |
| 7. | [] | There are no installations with respect to the provision of heat and ventilation. |
| 8. | [] | 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. |
| 10. | [] | There are no indoor or outdoor swimming pools. |

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

DATED this _____ day of _____, 20____.

[signature]

(Print name)

Professional Engineer

SCHEDULE "H"

TO THE DECLARATION OF 2096553 ONTARIO INC

List of all buildings, structures, facilities and services that are included in the Common Elements:

1. Buildings and Structures that the declaration and description show are included in the common elements:

There are no buildings and structures included in the common elements.

2. Facilities and Services that the declaration and description show are included in the common elements:

- Internal Private Roadways including Curbs, Walkway and Street lighting
- Catch basins
- Manholes and covers
- storm and sanitary sewers
- water mains
- hydro service and cabling
- gas lines
- walkways