

SCHEDULE "A"

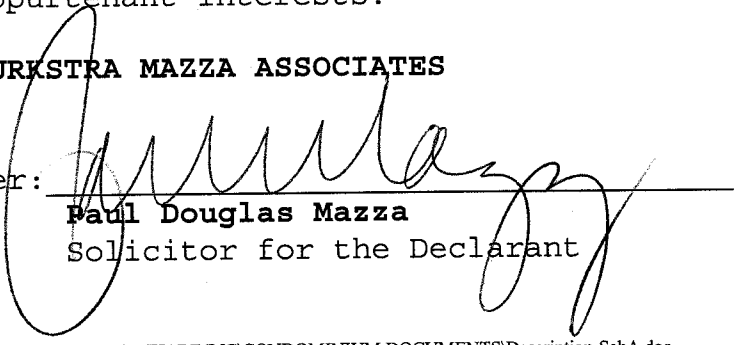
(Legal description of the Property)

Lots 2 and 3 and Part Lots 1, 4, and 5, Block O, Plan 92, being Part 1 on 20R-15304, City of Burlington, Regional Municipality of Halton  
Save and Except Part 1 on Reference Plan 20R-14337,  
Subject To Easement HR422491 over Part 1 on 20R-16356  
Being the whole of PIN 07065-0114 (LT)

**Lawyer's Certificate**

IN MY OPINION, based upon the parcel register or abstract index and the plans and documents recorded in them, the legal description is correct. The described Easements will exist in law upon the registration of the Declaration and Description and the Declarant is the registered owner of the lands and appurtenant interests.

**TURKSTRA MAZZA ASSOCIATES**

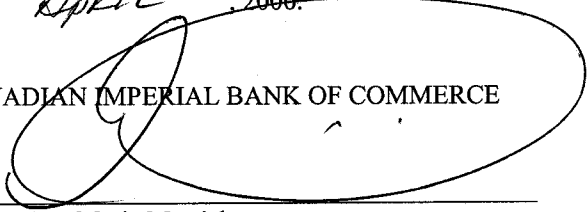
Per:   
**Paul Douglas Mazza**  
Solicitor for the Declarant

**CONSENT**

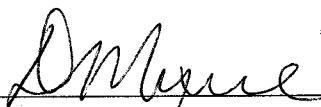
(SCHEDULE B TO DECLARATION)  
(subsection 7 (2) (b) of the *Condominium Act, 1998*)

1. I, CANADIAN IMPERIAL BANK OF COMMERCE, have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number HR275472 in the Land Registry Office for the Land Titles Division of Halton at Milton, Ontario.
2. I 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. I postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. I am entitled by law to grant this consent.

DATED at *Toronto* this *18* day of *April*, 2006.

CANADIAN IMPERIAL BANK OF COMMERCE  
Per: 

Name: Ann Marie Merrick  
Title: *Assistant General Manager*

  
Name: **DYHAINE MYRIE**  
Title: **Risk Analyst**

We have authority to bind the Bank.

*(In the case of a corporation, affix corporate seal or add a statement that the person signing has the authority to bind the corporation.)*

## SCHEDULE C

Each commercial unit, residential unit, parking unit, and locker unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 7, inclusive of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces referred to immediately below, and are illustrated on Part 1, Sheets 1 to 7 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:

### 1. Boundaries of the Commercial Units

(Being Units 1 to 12 inclusive on Level 1)

- a) Each Condominium Unit is bounded vertically by:
  - i) The unfinished upper or unit side surface and plane of the concrete floor slab.
  - ii) The unfinished lower or unit side surface and plane of the concrete ceiling slab.
- b) Each Condominium Unit is bounded horizontally by:
  - i) The backside surface and plane of the drywall on all exterior walls.
  - ii) The unfinished interior or unit side surfaces of all exterior doors, exterior door frames and window frames, and the interior surface of all glass panels therein, the said doors and windows being in a closed position.
  - iii) The unfinished unit side surface and plane of the concrete walls and support columns separating the unit from the common elements.
  - iv) The centreline and production of the partition walls separating one unit from another such unit.
  - v) The vertical plane established by measurement

### 2. Boundaries of the Residential Units

(Being Units 1 to 14 on Level 2, Units 1 to 15 on Levels 3 to 6, Units 1 to 14 on Levels 7 and 8, Units 1 to 7 on Levels 9 and 10, Units 1 to 4 on Level 11, and, Units 1 and 2 on Level 12, all inclusive)

- a) Each Condominium Unit is bounded vertically by:
  - i) The unfinished upper or unit side surface and plane of the concrete floor slab
  - ii) The unfinished lower or unit side surface and plane of the concrete ceiling slab.
- b) Each Condominium Unit is bounded horizontally by:
  - i) The backside surface and plane of the drywall on all exterior walls, and walls separating one unit from another such unit or the common elements.
  - ii) The unfinished interior or unit side surfaces of all exterior doors, exterior door frames and window frames, and the interior surface of all glass panels therein, the said doors and windows being in a closed position.

**3. Boundaries of the Parking Units**

(Being Units 1 to 90 and 105 on Level A, Units 1 to 98 on Level B, and Units 13 to 55 on Level 1, all inclusive)

- a) Each Condominium Unit is bounded vertically by:
- i) The unfinished upper or unit side surface and plane of the concrete floor slab.
  - ii) The upper or unit side surface of the asphalt.
  - iii) The horizontal plane defined by measurement.
- b) Each Condominium Unit is bounded horizontally by:
- i) The unfinished unit side surface and plane of the concrete or concrete block walls and the production thereof.
  - ii) The unfinished unit side surface of the concrete support columns.
  - iii) The plane established by the centreline of the concrete support columns and the production thereof.
  - iv) The face of the concrete curb and production
  - v) The vertical plane established by measurement.

**4. Boundaries of the Locker Units**

(Being Units 15 to 29 on Level 2, Units 16 to 35 on Levels 3 to 6, Units 15 to 22 on Levels 7 and 8, Units 8 to 15 on Levels 9 and 10, Units 91 to 104 on Level A, and Units 99 to 115 on Level B, all inclusive)

- a) Each Condominium Unit is bounded vertically by:
- i) The unfinished upper or unit side surface and plane of the concrete floor slab.
  - ii) The unfinished lower or unit side surface and plane of the concrete ceiling slab.
  - iii) The unfinished unit side surface of any concrete beams.
- b) Each Condominium Unit is bounded horizontally by:
- i) The unfinished unit side surface and plane of the concrete walls and columns located within the interior of the unit.
  - ii) The interior face and plane of the wire mesh and metal frame.
  - iii) The backside surface and plan of the drywall on all exterior walls, and walls separating one unit from another such unit or the common elements
  - iv) The interior or unit side surface of the door frame and door that provides access to the unit.
  - v) The unfinished unit side surface of any concrete beams.

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

Dated at the City of Hamilton  
this 20<sup>th</sup> day of July, 2006

A handwritten signature in black ink, appearing to read 'S.D. McLaren', written over a horizontal line.

S.D. McLaren,  
Ontario Land Surveyor

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**SCHEDULE 'D'**

**THE BAXTER**

Contribution of Common Interest and Expenses Expressed in Percentage

**COMMERCIAL UNITS**

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>UNIT SIZE (SQ.FT.)</u>	<u>% CONTRIBUTION TO COMMON EXPENSES AND INTEREST</u>
1	1	903.5	0.4040%
2	1	828.9	0.3706%
3	1	694.8	0.3107%
4	1	575.9	0.2575%
5	1	575.9	0.2575%
6	1	575.9	0.2575%
7	1	930	0.4158%
8	1	674.5	0.3016%
9	1	985.9	0.4408%
10	1	731.7	0.3272%
11	1	666.1	0.2978%
12	1	803.1	0.3591%
		8946.2	
TOTAL COMMERCIAL UNITS PERCENTAGE			4.0000%

**RESIDENTIAL UNITS**

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>UNIT SIZE (SQ.FT.)</u>	<u>% CONTRIBUTION TO COMMON EXPENSES AND INTEREST</u>
1	2	1078	0.6190%
2	2	976	0.5604%
3	2	1139	0.6540%
4	2	1236	0.7097%
5	2	860	0.4938%
6	2	892	0.5122%
7	2	1132	0.6500%
8	2	1153	0.6620%
9	2	809	0.4645%
10	2	1307	0.7505%
11	2	1444	0.8291%
12	2	1444	0.8291%
13	2	1307	0.7505%
14	2	1078	0.6190%
1	3	1078	0.6190%
2	3	976	0.5604%
3	3	1139	0.6540%
4	3	1236	0.7097%
5	3	860	0.4938%
6	3	860	0.4938%
7	3	1215	0.6976%
8	3	1146	0.6580%
9	3	1153	0.6620%
10	3	809	0.4645%
11	3	1307	0.7505%
12	3	1444	0.8291%
13	3	1444	0.8291%
14	3	1307	0.7505%
15	3	1078	0.6190%
1	4	1078	0.6190%
2	4	976	0.5604%
3	4	1139	0.6540%
4	4	1236	0.7097%
5	4	860	0.4938%
6	4	860	0.4938%
7	4	1215	0.6976%
8	4	1146	0.6580%
9	4	1153	0.6620%
10	4	809	0.4645%
11	4	1307	0.7505%
12	4	1444	0.8291%

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<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>UNIT SIZE (SQ.FT.)</u>	<u>% CONTRIBUTION TO COMMON EXPENSES AND INTEREST</u>
13	4	1444	0.8291%
14	4	1307	0.7505%
15	4	1078	0.6190%
1	5	1078	0.6190%
2	5	976	0.5604%
3	5	1139	0.6540%
4	5	1236	0.7097%
5	5	860	0.4938%
6	5	860	0.4938%
7	5	1215	0.6976%
8	5	1146	0.6580%
9	5	1153	0.6620%
10	5	809	0.4645%
11	5	1307	0.7505%
12	5	1444	0.8291%
13	5	1444	0.8291%
14	5	1307	0.7505%
15	5	1078	0.6190%
1	6	1078	0.6190%
2	6	976	0.5604%
3	6	1139	0.6540%
4	6	1236	0.7097%
5	6	860	0.4938%
6	6	860	0.4938%
7	6	1215	0.6976%
8	6	1146	0.6580%
9	6	1153	0.6620%
10	6	809	0.4645%
11	6	1307	0.7505%
12	6	1444	0.8291%
13	6	1444	0.8291%
14	6	1307	0.7505%
15	6	1078	0.6190%
1	7	1078	0.6190%
2	7	976	0.5604%
3	7	1139	0.6540%
4	7	1236	0.7097%
5	7	860	0.4938%
6	7	1416	0.8131%
7	7	997	0.5725%
8	7	1153	0.6620%
9	7	809	0.4645%
10	7	1307	0.7505%
11	7	1444	0.8291%
12	7	1444	0.8291%
13	7	1307	0.7505%
14	7	1078	0.6190%
1	8	1078	0.6190%
2	8	976	0.5604%
3	8	1139	0.6540%
4	8	1236	0.7097%
5	8	860	0.4938%
6	8	1416	0.8131%
7	8	997	0.5725%
8	8	1153	0.6620%
9	8	809	0.4645%
10	8	1307	0.7505%
11	8	1444	0.8291%
12	8	1444	0.8291%
13	8	1307	0.7505%
14	8	1078	0.6190%
1	9	1403	0.8056%
2	9	1497	0.8596%
3	9	1548	0.8888%
4	9	1807	1.0376%
5	9	1523	0.8745%
6	9	1523	0.8745%
7	9	1403	0.8056%

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>UNIT SIZE (SQ.FT.)</u>	<u>% CONTRIBUTION TO COMMON EXPENSES AND INTEREST</u>
1	10	1403	0.8056%
2	10	1497	0.8596%
3	10	1548	0.8888%
4	10	1807	1.0376%
5	10	1523	0.8745%
6	10	1523	0.8745%
7	10	1403	0.8056%
1	11	1900	1.0910%
2	11	1684	0.9669%
3	11	1837	1.0548%
4	11	1900	1.0910%
1	12	2040	1.1713%
2	12	2456	1.4102%
		149776	
TOTAL RESIDENTIAL UNITS PERCENTAGE			86.0000%

**PARKING UNITS**

<u>UNIT NO.</u>	<u>LEVEL NO.</u>		<u>% CONTRIBUTION TO COMMON EXPENSES AND INTEREST</u>
13	1	1	0.0345%
14	1	1	0.0345%
15	1	1	0.0345%
16	1	1	0.0345%
17	1	1	0.0345%
18	1	1	0.0345%
19	1	1	0.0345%
20	1	1	0.0345%
21	1	1	0.0345%
22	1	1	0.0345%
23	1	1	0.0345%
24	1	1	0.0345%
25	1	1	0.0345%
26	1	1	0.0345%
27	1	1	0.0345%
28	1	1	0.0345%
29	1	1	0.0345%
30	1	1	0.0345%
31	1	1	0.0345%
32	1	1	0.0345%
33	1	1	0.0345%
34	1	1	0.0345%
35	1	1	0.0345%
36	1	1	0.0345%
37	1	1	0.0345%
38	1	1	0.0345%
39	1	1	0.0345%
40	1	1	0.0345%
41	1	1	0.0345%
42	1	1	0.0345%
43	1	1	0.0345%
44	1	1	0.0345%
45	1	1	0.0345%
46	1	1	0.0345%
47	1	1	0.0345%
48	1	1	0.0345%
49	1	1	0.0345%
50	1	1	0.0345%
51	1	1	0.0345%
52	1	1	0.0345%
53	1	1	0.0345%
54	1	1	0.0345%
55	1	1	0.0345%



<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>UNIT SIZE (SQ.FT.)</u>	<u>% CONTRIBUTION TO COMMON EXPENSES AND INTEREST</u>
1	A	1	0.0345%
2	A	1	0.0345%
3	A	1	0.0345%
4	A	1	0.0345%
5	A	1	0.0345%
6	A	1	0.0345%
7	A	1	0.0345%
8	A	1	0.0345%
9	A	1	0.0345%
10	A	1	0.0345%
11	A	1	0.0345%
12	A	1	0.0345%
13	A	1	0.0345%
14	A	1	0.0345%
15	A	1	0.0345%
16	A	1	0.0345%
17	A	1	0.0345%
18	A	1	0.0345%
19	A	1	0.0345%
20	A	1	0.0345%
21	A	1	0.0345%
22	A	1	0.0345%
23	A	1	0.0345%
24	A	1	0.0345%
25	A	1	0.0345%
26	A	1	0.0345%
27	A	1	0.0345%
28	A	1	0.0345%
29	A	1	0.0345%
30	A	1	0.0345%
31	A	1	0.0345%
32	A	1	0.0345%
33	A	1	0.0345%
34	A	1	0.0345%
35	A	1	0.0345%
36	A	1	0.0345%
37	A	1	0.0345%
38	A	1	0.0345%
39	A	1	0.0345%
40	A	1	0.0345%
41	A	1	0.0345%
42	A	1	0.0345%
43	A	1	0.0345%
44	A	1	0.0345%
45	A	1	0.0345%
46	A	1	0.0345%
47	A	1	0.0345%
48	A	1	0.0345%
49	A	1	0.0345%
50	A	1	0.0345%
51	A	1	0.0345%
52	A	1	0.0345%
53	A	1	0.0345%
54	A	1	0.0345%
55	A	1	0.0345%
56	A	1	0.0345%
57	A	1	0.0345%
58	A	1	0.0345%
59	A	1	0.0345%
60	A	1	0.0345%
61	A	1	0.0345%
62	A	1	0.0345%
63	A	1	0.0345%
64	A	1	0.0345%
65	A	1	0.0345%
66	A	1	0.0345%
67	A	1	0.0345%
68	A	1	0.0345%
69	A	1	0.0345%
70	A	1	0.0345%

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>UNIT SIZE (SQ.FT.)</u>	<u>% CONTRIBUTION TO COMMON EXPENSES AND INTEREST</u>
71	A	1	0.0345%
72	A	1	0.0345%
73	A	1	0.0345%
74	A	1	0.0345%
75	A	1	0.0345%
76	A	1	0.0345%
77	A	1	0.0345%
78	A	1	0.0345%
79	A	1	0.0345%
80	A	1	0.0345%
81	A	1	0.0345%
82	A	1	0.0345%
83	A	1	0.0345%
84	A	1	0.0345%
85	A	1	0.0345%
86	A	1	0.0345%
87	A	1	0.0345%
88	A	1	0.0345%
89	A	1	0.0345%
90	A	1	0.0345%
105	A	1	0.0345%
1	B	1	0.0345%
2	B	1	0.0345%
3	B	1	0.0345%
4	B	1	0.0345%
5	B	1	0.0345%
6	B	1	0.0345%
7	B	1	0.0345%
8	B	1	0.0345%
9	B	1	0.0345%
10	B	1	0.0345%
11	B	1	0.0345%
12	B	1	0.0345%
13	B	1	0.0345%
14	B	1	0.0345%
15	B	1	0.0345%
16	B	1	0.0345%
17	B	1	0.0345%
18	B	1	0.0345%
19	B	1	0.0345%
20	B	1	0.0345%
21	B	1	0.0345%
22	B	1	0.0345%
23	B	1	0.0345%
24	B	1	0.0345%
25	B	1	0.0345%
26	B	1	0.0345%
27	B	1	0.0345%
28	B	1	0.0345%
29	B	1	0.0345%
30	B	1	0.0345%
31	B	1	0.0345%
32	B	1	0.0345%
33	B	1	0.0345%
34	B	1	0.0345%
35	B	1	0.0345%
36	B	1	0.0345%
37	B	1	0.0345%
38	B	1	0.0345%
39	B	1	0.0345%
40	B	1	0.0345%
41	B	1	0.0345%
42	B	1	0.0345%
43	B	1	0.0345%
44	B	1	0.0345%
45	B	1	0.0345%
46	B	1	0.0345%
47	B	1	0.0345%
48	B	1	0.0345%
49	B	1	0.0345%
50	B	1	0.0345%
51	B	1	0.0345%
52	B	1	0.0345%

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>UNIT SIZE (SQ.FT.)</u>	<u>% CONTRIBUTION TO COMMON EXPENSES AND INTEREST</u>
53	B	1	0.0345%
54	B	1	0.0345%
55	B	1	0.0345%
56	B	1	0.0345%
57	B	1	0.0345%
58	B	1	0.0345%
59	B	1	0.0345%
60	B	1	0.0345%
61	B	1	0.0345%
62	B	1	0.0345%
63	B	1	0.0345%
64	B	1	0.0345%
65	B	1	0.0345%
66	B	1	0.0345%
67	B	1	0.0345%
68	B	1	0.0345%
69	B	1	0.0345%
70	B	1	0.0345%
71	B	1	0.0345%
72	B	1	0.0345%
73	B	1	0.0345%
74	B	1	0.0345%
75	B	1	0.0345%
76	B	1	0.0345%
77	B	1	0.0345%
78	B	1	0.0345%
79	B	1	0.0345%
80	B	1	0.0345%
81	B	1	0.0345%
82	B	1	0.0345%
83	B	1	0.0345%
84	B	1	0.0345%
85	B	1	0.0345%
86	B	1	0.0345%
87	B	1	0.0345%
88	B	1	0.0345%
89	B	1	0.0345%
90	B	1	0.0345%
91	B	1	0.0345%
92	B	1	0.0345%
93	B	1	0.0345%
94	B	1	0.0345%
95	B	1	0.0345%
96	B	1	0.0345%
97	B	1	0.0345%
98	B	1	0.0345%
		232	
TOTAL PARKING UNITS PERCENTAGE			8.0000%

**LOCKER UNITS**

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>% CONTRIBUTION TO COMMON EXPENSES AND INTEREST</u>
99	B	0.0128%
100	B	0.0128%
101	B	0.0128%
102	B	0.0128%
103	B	0.0128%
104	B	0.0128%
105	B	0.0128%
106	B	0.0128%
107	B	0.0128%
108	B	0.0128%
109	B	0.0128%
110	B	0.0128%
111	B	0.0128%
112	B	0.0128%
113	B	0.0128%
114	B	0.0128%
115	B	0.0128%

39

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>UNIT SIZE (SQ.FT.)</u>	<u>% CONTRIBUTION TO COMMON EXPENSES AND INTEREST</u>
91	A	1	0.0128%
92	A	1	0.0128%
93	A	1	0.0128%
94	A	1	0.0128%
95	A	1	0.0128%
96	A	1	0.0128%
97	A	1	0.0128%
98	A	1	0.0128%
99	A	1	0.0128%
100	A	1	0.0128%
101	A	1	0.0128%
102	A	1	0.0128%
103	A	1	0.0128%
104	A	1	0.0128%
15	2	1	0.0128%
16	2	1	0.0128%
17	2	1	0.0128%
18	2	1	0.0128%
19	2	1	0.0128%
20	2	1	0.0128%
21	2	1	0.0128%
22	2	1	0.0128%
23	2	1	0.0128%
24	2	1	0.0128%
25	2	1	0.0128%
26	2	1	0.0128%
27	2	1	0.0128%
28	2	1	0.0128%
29	2	1	0.0128%
16	3	1	0.0128%
17	3	1	0.0128%
18	3	1	0.0128%
19	3	1	0.0128%
20	3	1	0.0128%
21	3	1	0.0128%
22	3	1	0.0128%
23	3	1	0.0128%
24	3	1	0.0128%
25	3	1	0.0128%
26	3	1	0.0128%
27	3	1	0.0128%
28	3	1	0.0128%
29	3	1	0.0128%
30	3	1	0.0128%
31	3	1	0.0128%
32	3	1	0.0128%
33	3	1	0.0128%
34	3	1	0.0128%
35	3	1	0.0128%
16	4	1	0.0128%
17	4	1	0.0128%
18	4	1	0.0128%
19	4	1	0.0128%
20	4	1	0.0128%
21	4	1	0.0128%
22	4	1	0.0128%
23	4	1	0.0128%
24	4	1	0.0128%
25	4	1	0.0128%
26	4	1	0.0128%
27	4	1	0.0128%
28	4	1	0.0128%
29	4	1	0.0128%
30	4	1	0.0128%
31	4	1	0.0128%
32	4	1	0.0128%
33	4	1	0.0128%
34	4	1	0.0128%
35	4	1	0.0128%

40

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>UNIT SIZE (SQ.FT.)</u>	<u>% CONTRIBUTION TO COMMON EXPENSES AND INTEREST</u>
16	5	1	0.0128%
17	5	1	0.0128%
18	5	1	0.0128%
19	5	1	0.0128%
20	5	1	0.0128%
21	5	1	0.0128%
22	5	1	0.0128%
23	5	1	0.0128%
24	5	1	0.0128%
25	5	1	0.0128%
26	5	1	0.0128%
27	5	1	0.0128%
28	5	1	0.0128%
29	5	1	0.0128%
30	5	1	0.0128%
31	5	1	0.0128%
32	5	1	0.0128%
33	5	1	0.0128%
34	5	1	0.0128%
35	5	1	0.0128%
16	6	1	0.0128%
17	6	1	0.0128%
18	6	1	0.0128%
19	6	1	0.0128%
20	6	1	0.0128%
21	6	1	0.0128%
22	6	1	0.0128%
23	6	1	0.0128%
24	6	1	0.0128%
25	6	1	0.0128%
26	6	1	0.0128%
27	6	1	0.0128%
28	6	1	0.0128%
29	6	1	0.0128%
30	6	1	0.0128%
31	6	1	0.0128%
32	6	1	0.0128%
33	6	1	0.0128%
34	6	1	0.0128%
35	6	1	0.0128%
15	7	1	0.0128%
16	7	1	0.0128%
17	7	1	0.0128%
18	7	1	0.0128%
19	7	1	0.0128%
20	7	1	0.0128%
21	7	1	0.0128%
15	8	1	0.0128%
16	8	1	0.0128%
17	8	1	0.0128%
18	8	1	0.0128%
19	8	1	0.0128%
20	8	1	0.0128%
21	8	1	0.0128%
8	9	1	0.0128%
9	9	1	0.0128%
10	9	1	0.0128%
11	9	1	0.0128%
12	9	1	0.0128%
13	9	1	0.0128%
14	9	1	0.0128%
15	9	1	0.0128%
8	10	1	0.0128%
9	10	1	0.0128%
10	10	1	0.0128%
11	10	1	0.0128%

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>UNIT SIZE (SQ.FT.)</u>	<u>% CONTRIBUTION TO COMMON EXPENSES AND INTEREST</u>
12	10	1	0.0128%
13	10	1	0.0128%
14	10	1	0.0128%
15	10	1	0.0128%
		156	
			2.0000%
			100.0000%

41.

## Schedule "E" to the Declaration

### Specifications of Common Expenses

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.
2. All sums of money paid or payable by the Corporation for the procurement and maintenance of any insurance coverage required or permitted by the Act or this declaration, as well as the cost of obtaining, from time to time, an appraisal from an independent qualified appraiser of the full replacement cost of the units, common elements and assets of the Corporation for the purposes of determining the amount of insurance to be obtained.
3. All sums of money paid or payable for utilities serving the common elements, and for other services serving the units and/or the common elements, including without limiting the generality of the foregoing, monies payable on account of:
  - i) water service to the Residential or Commercial Units, and common elements;
  - ii) garbage sorting, storing, recycling and disposal from a central garbage area;
  - iii) maintenance and landscaping materials, tools and supplies; and
  - iv) snow removal, street lighting and cleaning, grounds maintenance and landscaping.

**Provided however that telephone and cable television, satellite dish service and internet services supplied to (and utilized by) each residential unit and, shall each be separately metered or invoiced and shall be paid for directly by the owner thereof, in addition to (but in no way constituting or being construed as part of) the common expenses.**

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 acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements.
5. All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance of its objects and duties.
6. All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, or by its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation, including without limitation, the fees and disbursements of the Condominium's property manager.
7. 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 the common elements and assets of the Corporation, in accordance with the Act and this declaration.
8. All sums of money paid or payable by the Corporation for an addition, alteration, improvement to or renovation of the common elements or assets of the Corporation.
9. All sums of money paid or payable on account of realty taxes (including local improvement charges) levied against the property (until such time as such taxes are levied against the individual units), and against those parts of the common elements that are leased for business purposes upon which the lessee carries on an undertaking for gain.
10. The fees and disbursements of the Insurance Trust.
11. All expenses incurred by the Corporation in having to comply with the duties set forth in this declaration, as well as all expenses incurred by the Corporation in the course of enforcing any of the provisions of the declaration, by-laws and rules of the Corporation from time to time (including all other agreements authorized by any of the by-laws of the Corporation), and effecting compliance therewith by all unit owners and their respective residents, tenants, licensees and invitees.
12. All sums of money paid or payable by the Corporation in order to comply with the terms and provisions of any Outstanding Municipal Agreements

**Schedule "F"**

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

- a) The owners of Condominium Units 3 to 12 inclusive on Level 1 have the exclusive use of a front patio to which said unit provides direct access. The said front patios are located on Level 1 and designated by the letter 'F' followed by a number defining the unit, as illustrated on Sheet 1, Part 2 of the description

i.e. F5 denotes front patio for Unit 5, Level 1

- b) The owners of Condominium Unit 1 to 14 inclusive on Level 2, Units 1 to 15 inclusive on Levels 3 to 6 inclusive, Units 1 to 14 inclusive on Levels 7 and 8, Units 1 to 7 inclusive on Levels 9 and 10, Units 1 to 4 inclusive on Level 11, and Units 1 and 2 on Level 12 shall have exclusive use to balconies and/or terraces to which said Units provide direct and sole access



44.

03-024

**CERTIFICATE OF ENGINEER**

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

I certify that: "THE BAXTER" RESIDENTIAL CONDOMINIUM

[Delete/Strike out whichever is not applicable:

Each building on the property  
AT LAKESHORE ROAD AND ELIZABETH ST. BURLINGTON  
OR

(In the case of an amendment to the declaration creating a phrase:  
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.

AK


AK

AK

AK

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

OR


  There are no indoor and outdoor swimming pools.

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

DATED at Toronto, Ontario this 3<sup>RD</sup> day of AUG, 2006.

Per:

TEGI ENG. INC. VLAD KNOP P. ENG  
Name: 03-029

CONSULTANT  
Title: 

I/We have authority to bind the Corporation

CERTIFICATE OF ARCHITECT OR ENGINEER

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

I certify that: "THE BAXTER" RESIDENTIAL CONDOMINIUM

[Delete/Strike out whichever is not applicable:

Each building on the property

AT LAKESTONE ROAD & ELIZABETH ST., BURLINGTON

OR

(In the case of an amendment to the declaration creating a phrase:

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)

pk 1. [X] 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.

mpk 2. [X] Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.

mpk 3. [X] 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.

mpk 4. [X] All underground garages have walls and floor assemblies in place.

OR

[ ] There are no underground garages.

mpk 5. [X] 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.

mpk 9. [X] 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

- mpe*  There are no indoor and outdoor swimming pools.
- mpe* 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 at Burlington, Ontario this 12<sup>th</sup> day of JUNE, 2006.

KARP NAMISNIAK YAMAMOTO ARCHITECTS INC.

Per: *Myron Karp*  
(signature)

MYRON KARP  
Title: PROJECT ARCHITECT.