THE LAND TITLES ACT

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LAND REGISTRAR/REGISTRATEUR

DECLARATION

THE CONDOMINIUM ACT

TORONTO STANDARD CONDOMINIUM PLAN No.	1474
NEW PROPERTY IDENTIFIERS BLOCK	12474
RECENTLY :	Part of Pin 21195 - 0021
DECLARANT :	DOMUS THREE DEVELCO INC.

SOLICITOR :	Stephen M. Karr	
	HARRIS, SHEAFFER	
	4100 YONGE STREET	SUITE 310
	TORONTO, ONTARIO	
	M2P - 2B5	
PHONE:	416-250-5800	

No. OF UNITS 273

FEES : $70.00 + $5.00 X 273 = $1435.00

PAGE OF PAGES

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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

DOMUS THREE DEVELCO INC.

(hereinafter called the **"Declarant"**)

WHEREAS:

A. The Declarant is the owner in fee simple of certain lands and premises situate in the City of Toronto, 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 buildings 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 that is a standard Condominium Corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I.

INTRODUCTORY

1.1 Definitions

The terms used in the 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:

(a) **"Bicycle/Storage Units"** means Units 73 to 125 inclusive, on Level A and Units 36 to 55, inclusive, on Level B;

(b) **"Board"** means the Corporation's Board of Directors;

(c) **"By-laws"** means the by-laws of the Corporation enacted from time to time;

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

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

(f) **"Owner"** means the Owner or Owners of the freehold estate(s) in a unit, but does not include a mortgagee unless in possession;

(g) **"Parking Units"** means Units 1 to 11, inclusive, 13, 14, 17, 18, 21 to 52, inclusive, 55, 57, 58, 60 to 67 inclusive, 69 and 70 on Level A; and Units 1 to 21 inclusive and 23 to 35 inclusive on Level B;;

(h) **"Parking/Storage Units"** means Units 12, 15, 16, 19, 20, 53, 54, 56, 59, 68, 71 and 72 on Level A and Unit 22 on Level B;

(i) **"Residential Units"** means Units 1 to 28, inclusive, on Level 1; Units 1 to 12, inclusive, on Levels 2, 3 and 4; Units 1 to 9, inclusive, on Level 5; Units 1 to 7, inclusive on Level 6; Units 1 to 5, inclusive, on Level 7; and Units 1 to 8 inclusive, on Level 8;

(j) **"Rules"** means the rules passed by the Board in accordance with the provisions of the Act;

(k) **"Tandem Parking Units"** means Parking Units 50 to 52 inclusive on Level A and Parking/Storage Unit 53 on Level A;

(l) **"Townhouse Units"** means Residential Units 9 to 28, inclusive, on Level 1;

(m) **"Units"** means Residential Units, Parking Units, Parking/Storage Units and Bicycle/Storage Units collectively.

1.2 Act Governs the Lands

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.

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" annexed hereto, the following shall apply:

(a) **Residential Units**

(i) Each Residential Unit **shall include** all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, including, but not limited to, the heating, air conditioning and ventilation installations and appurtenant equipment attached thereto, including the branch piping and shut-off valve, and gas fireplaces and appurtenant fixtures attached thereto, where applicable, all of which provide a service or utility to that particular Unit only.

(ii) Each Residential Unit **shall exclude** all concrete, concrete block or masonry portions of load bearing walls or columns, floor slabs including the floor slabs or floor assemblies separating the upper and lower floors in the two storey Units, exterior doors, door frames, windows and window frames and mechanical or similar apparatus which provides a service to another Unit or the Common Elements and which are located within the unit boundaries as hereinbefore described.

(b) **Parking, Bicycle/Storage Units (including variations of these types of Units)**

Save as otherwise provided for in this Declaration, each Parking Unit, Bicycle/Storage Unit and Parking/Storage Unit **shall exclude**, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hoses, sprinklers, lighting fixtures, air-conditioning or heating equipment appurtenant thereto which provide any service to the Common Elements or Units including all wall structures and support columns and beams as well as additional floor surfacing (membranes and coatings included) which may be located within any Parking Unit.

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 unit number in Schedule "D" attached hereto and shall contribute to the common expenses in the proportion 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, Municipal Address and Mailing Address of the Corporation

The Corporation's address for service shall be c/o ECC Management Inc., 1200 Bay Street, Suite 405, Toronto, Ontario, M5R 2A5, or such other address as the Corporation may by resolution of the Board determine, and the Corporation's mailing address shall be c/o ECC

Management Inc., 1200 Bay Street, Suite 405, Toronto, Ontario, M5R 2A5. The Corporation's municipal address for the highrise building is 3 McAlpine Street, Toronto, Ontario, M5R 3T5. The municipal address for the Townhouse Units are 28 to 42 McMurrich Street, Toronto, Ontario, M5R 2A2.

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.

2.2 Payment of Common Expenses

Each Owner shall pay to the Corporation his or her 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 any provision of this Declaration, or in any By-laws or Rules 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 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; and

(b) No part of any Reserve Fund shall be used except for the purpose for which the fund was established. 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 in accordance with the provisions of the Act.

2.4 Status Certificate

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 (and/or any purchaser, transferee or mortgagee of a Unit from 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 (or by any such purchaser, transferee or mortgagee) in connection with the Declarant's sale, 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 element area;

(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

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 the Unit(s).

3.3 Restricted Access

(a) 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;

(b) This paragraph 3.3 shall not apply to any mortgagee holding mortgages on at least thirty percent (30%) of the Units 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 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. As a condition of granting such approval, the Board shall require that any such changes or alterations shall be consistent with the integrity of the design of the building(s) delivered by the Declarant in accordance with the plans and specifications filed with the applicable governmental authorities.

(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 (66⅔%) 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 related party), and its 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 Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any unsold units in this Condominium or any of the Declarant's (or a related party) projects, from time to time;

(b) the Declarant (or a related party), 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, for Units in this Corporation or in the Declarant's (or a related party's) other projects, upon any portion of the Common Elements, and within or outside any unsold Units, at such 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 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 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 and its authorized agents, representative and/or invitees over the common element areas of this Condominium;

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

3.6 Pets

No animals, livestock or fowl, other than those household domestic pets permitted pursuant to Article IV of the 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 and egress from a unit 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 nuisance to the residents of the Corporation is permitted to be on or about the Common Elements.

3.7 Visitor Parking

Nine (9) parking spaces located on Level A shall form part of the Common Elements and shall be for use by visitors to the Corporation. 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 Property 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. 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 title to all Residential Units in the Corporation have been conveyed by the Declarant.

ARTICLE IV.

UNITS

4.1 General Use

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 in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements, 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 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. 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) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements, or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being canceled, 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 subparagraph 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) The 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, all agreements authorized by By-law and the Rules;

(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 or antenna shall be placed on the Common Elements or Units without the express written consent of the Board which consent may be unreasonably withheld. No satellite dish is permitted without the prior written consent of the Board, which consent may be unreasonably withheld.

4.2 Residential Units

(a) Each Residential Unit shall be occupied and used only for those purposes permitted by 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 to the number permitted by the City of Toronto by-laws from time to time. The foregoing shall not prevent the Declarant from completing the buildings and all improvements to the Property, maintaining Units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs for marketing/sales/leasing of Units in this Corporation or the Declarant's, or its related

company's other developments, upon the Common Elements, and within or outside any unsold Unit, until all Units in the Condominium have been transferred, conveyed, sold and/or leased by the Declarant, or its related companies;

(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 Condominium, or other developments by the Declarant and/or its related companies;

(c) No animal, livestock, reptile, rodent or fowl of any kind other than two (2) household domestic pets defined as follows: dogs; or cats; or caged canaries, budgies or other small birds; or an aquarium of goldfish, tropical fish or small turtles; or small caged animals usually considered to be a pet, shall be kept or allowed in any Unit. No animal, which is deemed by the Board or the property manger, in their sole and absolute discretion , to be a danger or nuisance to the residents of the Corporation shall be permitted in any Unit or kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice form the Board requesting the removal of such animal, permanently remove such animal from the Property. No breeding of animals for sale shall be carried on, in or around any Unit;

(d) No Residential Unit shall be used and no activity shall be carried on therein which involves the transmission of noise and vibration to other units or the Common Elements or which activity results in the discharge of smell/odour, undue disturbance, noise or vibrations emanating from such unit into other units or the Common Elements in the Building. In the event the Board determines in its sole discretion acting reasonably, that any such noise, vibration, smell/odour or undue disturbance is being transmitted to another Unit or the Common Elements and that such noise vibration, smell/odour or undue disturbance 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 Unit), then the Owner of such Unit shall at his or her own expense take such steps as shall be necessary to abate such noise, vibration, smell/odour or undue disturbance to the satisfaction of the Board. In the event the Owner of such Unit fails to abate the noise, vibration, smell/odour or undue disturbance, the Board shall take such steps as shall be necessary to abate the noise, vibration, smell/odour or undue disturbance and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating same, which expenses are to include reasonable solicitor's fees on a solicitor and his or her own client basis; and

(e) No boundary, load-bearing or partition wall, floor, door or window, toilet, bath tub, wash basin, sink, heating, plumbing or electrical installation contained in or forming part of a Unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Board, but the provisions of this subparagraph shall not require any Owner to obtain the consent of the Corporation for the purpose of painting or decorating the surface of any wall, floor or ceiling which is within any Unit. No garburator shall be installed in any Residential Unit without the prior written consent of the Declarant, which consent may be arbitrarily withheld.

(f) Save as otherwise provided for in this Declaration, no Owner of a Unit shall make any change, addition, modification or alteration, except for any change, addition, modification or alteration which is solely decorative in nature, in or to his or her Unit or make any change, addition, modification or alteration to an installation upon the Common Elements, or maintain, decorate, alter or repair any part of the Common Elements, except for maintenance of those parts of the Common Elements which he or she has the duty to maintain, without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board. As a condition of granting such consent, the Board shall require that any such change, addition, modification or alteration is consistent with the integrity of the design of the building(s) delivered by the Declarant in accordance with the plans and specifications filed with the applicable governmental authorities.

(g) (i) For the purpose of this subparagraph, "Vertical/Horizontal Party Wall" means a vertical or horizontal 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/floors/ceilings 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, with prior written consent of the Board which may attach any reasonable condition to its consent, 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/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 or horizontal boundaries of each of such adjoining Residential Units shown in the Description as a line or plane, any Vertical/Horizontal 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/Horizontal 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 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 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 or the 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.

(v) Notwithstanding the removal of the whole or any portion of any demising or partition wall or floor/ceiling as aforesaid, the adjoining Residential Units thereto shall still constitute two separate Residential Units, as illustrated in the Description and all obligations of the Owner(s) 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 and the parking space portion of the Parking/Storage Unit shall be used and occupied only for the parking of a motor vehicle as may from time to time be defined in the Rules of the Corporation. Each Tandem Parking Unit shall be used and occupied for the parking of not more than two (2) motor vehicles. It shall be the responsibility of the unit owners to ensure that their motor vehicles can be

properly operated and/or parked in this Condominium. Save as set out above, the Owners of Parking Units and Parking/Storage Units shall not park more than one motor vehicle within the boundaries of such Unit or the parking space portion of the Parking/Storage Unit, as the case may be, provided, however, that in no instance shall any portion of any motor vehicle parked within a Parking Unit or Parking/Storage Unit protrude beyond the boundaries of such 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 and/or Parking/Storage Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of Parking Units and Parking/Storage 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 and Parking/Storage Unit which right shall continue until such time as all the Residential Units, Parking Units and Parking/Storage Unit in the Corporation have been conveyed.

(c) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of certain of the Parking Units and Parking/Storage Unit, the Board of Directors may, from time to time, designate the said Parking Units and Parking/Storage Unit for alternate uses, provided that such alternate use is in accordance with the requirements and the by-laws of the City of Toronto and approved by the requisite number of Owners at a meeting duly called for that purpose.

(d) No Owner of Parking/Storage Unit 19 on Level 1 shall be permitted to sell, lease, charge, transfer or otherwise convey his or her Parking/Storage Unit separately from the Residential Unit within which the heating and/or air-conditioning equipment servicing such Residential Unit is located, other than in conjunction with or to a purchaser or tenant of the applicable Residential Unit.

(e) Save as otherwise set out herein, any or all of the Parking Units and Parking/Storage 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 and/or Parking/Storage Unit shall be made only to the Declarant, to the Corporation, or to any Owner of a Residential Unit in this Condominium. Notwithstanding the foregoing, the Declarant shall be permitted to sell, lease, charge, transfer or otherwise convey, as well as permit the sublease or assignment of, any or all Parking Units and/or Parking/Storage Unit to any other person without restriction. Parking Units and Parking/Storage Units may be leased to Tenants in actual occupation of Residential Units in this Condominium subject to subparagraph 4.6 of Article IV of the Declaration.

(f) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Parking Unit and/or Parking/Storage Unit, in contravention of any of the foregoing provisions of this section, shall be null and void and of no force or effect whatsoever.

(g) One Parking Unit (Unit 60, Level A) is designated for the handicapped (hereinafter, the "**Handicapped Parking Unit**") and such Handicapped Parking Unit is 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, as amended from time to time, 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 the 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 or occupant.

(iii) No rent, charges, fees or costs whatsoever shall be charged, nor shall any compensation or abatement be claimed, by the Owner, occupant or the Corporation in connection with the exchange of the right to occupy.

4.4 Parking/Storage Units

The parking portion of each Parking/Storage Unit shall be used and occupied only for the parking of one (1) motor vehicle as may be from time to time defined in the Rules of the Corporation. The storage portion of each Parking/Storage Unit shall only be used for the storage of non-hazardous material and shall not constitute a danger or a nuisance to the residents of the Corporation. Each Owner shall maintain his or her Parking/Storage Unit in a clean and sightly condition notwithstanding that the Corporation may make provisions in its annual budget for cleaning of Parking/Storage Units. Provisions in paragraph 4.3 (b-f) of this Article IV shall apply mutatis mutandis to Parking/Storage Units.

4.5 Bicycle/Storage Units

(a) Each Bicycle/Storage Unit shall only be used for the storage of bicycle(s) and non-hazardous materials that shall not constitute a danger or nuisance to the residents of the Corporation, the Units and the Common Elements. Each Unit Owner shall maintain his or her Bicycle/Storage Unit in a clean and sightly condition.

(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 Bicycle/Storage Units which right shall continue until such time as all the Residential Units and Bicycle/Storage Units in the Corporation have been conveyed.

(c) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of any of the Bicycle/Storage Units, the Board of Directors may, from time to time, designate the said Bicycle/Storage Units for alternate uses, provided that such alternate use is in accordance with the requirements and the by-laws of the City of Toronto and approved by the requisite number of Owners at a meeting duly called for that purpose.

(d) No Owner of Bicycle/Storage Units 10, 13, 16, 22, 25 or 27 on Level 1 shall be permitted to sell, lease, charge, transfer or otherwise convey his or her Bicycle/Storage Unit separately from the Residential Unit within which the heating and/or air-conditioning equipment servicing such Residential Unit is located, other than in conjunction with or to a purchaser or tenant of the applicable Residential Units.

(e) No Bicycle/Storage Unit shall be transferred, licensed, leased or otherwise conveyed other than to an Owner of a Residential Unit, the Corporation, or Declarant provided, however, Bicycle/Storage Units may be leased to tenants in actual occupation of Residential Units in this Condominium subject to subparagraph 4.6 of Article IV of the Declaration.

(f) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Bicycle/Storage Unit, in contravention of any of the foregoing provisions of this section, shall be null and void and of no force or effect whatsoever.

4.6 Leasing of Units

Notification of Lease:

(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) An 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.

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, all at his or her own expense. In addition, without limiting the generality of the foregoing, each Owner shall maintain:

(i) the interior surface of doors which provide the means of ingress and egress from his or her Unit and repair damage to those doors caused by the negligence of residents, family members, guests, visitors, tenants, licensees or invitees to his or her Unit;

(ii) the interior surface of all windows and doors in Residential Units and exterior surfaces of all windows and window sills contiguous to his or her Unit and which are accessible by the patio, terrace or balcony, together with the patio, terrace or balcony itself which has been designated as an exclusive use area in respect of such Unit; and shall be responsible for the costs incurred by the Corporation to replace or repair damage to those windows caused by the negligence of the Owner, tenants, licensees, invitees to the 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 pans, ceiling and exhaust fans and fan motors located in the kitchen and bathroom areas of the Unit;

(v) his or her Parking Unit, Parking/Storage Unit and Bicycle/Storage Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of the said Units;

(vi) the patio, terrace or balcony to which his or her Unit has exclusive use in a clean and sightly condition; and

(vii) maintain and repair, where applicable, the deck above the roof membrane;

(viii) maintain and repair, where applicable, the privacy fence, together with the adjoining Unit owner, separating terraces and the roof top decks; and

(ix) clean, maintain and repair gas fireplaces if any, within the Unit, provided that only persons certified to repair gas appliances shall be allowed to perform such services.

(b) Each Owner shall further maintain, repair and replace the heating, air conditioning and ventilation equipment, including thermostatic controls contained within and/or servicing his or her Residential Unit, (to and including the shut-off valve in the highrise buidling) such maintenance to include regularly scheduled inspections of all such equipment. Such periodic maintenance shall include the cleaning and replacement of air filters. The Corporation may make provision in its annual budget for the maintenance and repair of the heating, air conditioning and ventilation

systems and equipment, servicing each 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 due to the malfunction of such equipment caused by the act or omission of an Owner, his or her servants, agents, tenants, family or guests. 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 make any repairs that an Owner is obliged to make pursuant to paragraph 5.1 and that the Owner does not make within a reasonable time and in such an event, an Owner shall be deemed to have consented to having said repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such 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. The Corporation may collect all such sums of money 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 all damage to any and all other Units and to the Common Elements, which is caused by the failure of the Owner, his or her residents, family members, tenants, licensees or invitees to his or her Unit, to so maintain and repair his or her Unit and such parts of the Common Elements for which he or she is responsible, or caused by the negligence or wilful misconduct of the Owner, his or her residents, family members, 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.

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, other than any improvements to (and/or any facilities, services or amenities installed by any unit owner upon) any common element areas 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) 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.

(c) 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.

ARTICLE VI.

INDEMNIFICATION

6.1 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 or her family, guests, visitors or tenants to or with respect to the Common Elements and/or all other Units, except for any loss, costs, damages, 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 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 building, but excluding improvements 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, and of the Units and Common Elements, 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 Units and/or the Common Elements (or any portion thereof), provided however that if an owner, tenant or other person residing in the Unit with the knowledge or permission of the Owner, through an act or omission causes damage to such Owner's Unit, or to any other Unit(s), or 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 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 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 Unit.

(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;

(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 7.2(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 Unit. 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 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 for the class of unit to which the Owner's Unit belongs 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(s) of subrogation against the Corporation, its directors, officers, 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;

(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;

(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 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 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 covered by the insurance policy;

(b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, 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 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 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 Certificate 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 to twenty-five (25%) per cent of the building; or

(ii) there has been substantial damage to twenty-five (25%) per cent of the building 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

DUTIES OF THE CORPORATION

9.1 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 unit owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant and other owners of the Property to construct, complete, maintain and repair the Property.

(b) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Unit Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the Common Elements of this Condominium for its marketing/sale/construction programs in connection with the Condominium or any of the Declarant's or its related company's other developments.

(c) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by an Unit Owner, or their respective tenants or invitees which would prohibit, limit or restrict the access to, egress from and/or use any easement enjoyed by the Corporation and/or their respective residents, tenants and invitees.

(d) To execute upon the request of the Declarant or a related company, a release and abandonment of any easement enjoyed by this Condominium and created pursuant to this Declaration through any area that is ultimately part of any adjoining lands such that this Condominium will continue to enjoy its easement rights with respect to those portions of the adjoining lands that are reasonably necessary for the continued use and enjoyment of such easements and this Condominium shall complete and execute all requisite documentation and affidavits necessary to effect the registration of such release and abandonment of easements.

(e) To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreements (as well enter into a formal assumption agreement with the City of Toronto or other Governmental Authorities relating thereto, if so required by the City of Toronto or other Governmental Authorities).

(f) 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 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 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 and the Ontario New Home Warranty Program pursuant to section 44(9) of the Act;

(g) 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.

(h) To grant such further easements and/or rights-of-way in favour of the adjoining land owners as are necessary to give effect to the purposes of the easements and/or rights-of-way as set out in Schedule "A" to this Declaration, and to complete and execute all requisite documentation, affidavits and such further assurances to effect the registration of such easements, including enacting such by-laws or resolutions as may be required to sanction the foregoing.

(i) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable televison 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.

(j) To enact such by-laws and undertake all such other action as may be required from time to time to authorize the grant of an easement or licence in favour of the Declarant or such other person(s) as the Declarant may direct to permit the Common Elements to be used for signage purposes.

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

ARTICLE X.

GENERAL MATTERS AND ADMINISTRATION

10.1 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 Owners of such Units have 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 his 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 key to all locks to each Unit. 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; 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.

10.2 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.

10.3 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.

10.4 Interpretation of Declaration

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

10.5 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 16 day of October, 2002.

DOMUS THREE DEVELCO INC.

Per: _____ c/s
Name: Julie Di Lorenzo
Title: President
Per: _____
Name:
Title:
I/We have authority to bind the Corporation.

SCHEDULE "A"

In the City of Toronto, in the Province of Ontario, being composed of Part of Lot 6, according to a plan registered in the Registry Division of the Toronto Registry Office as Plan 255E, Part of Lot A, all of Lots B, C, D, E and F, the Lane (adjacent to Lots B, C, D, E and F) (closed by By-Law No. 1997-0553, Inst. CA504640) and the One Foot Reserve (adjacent to Lots 1 and 7, Registered Plan 303Y), according to a plan registered in the Registry Division of the Toronto Registry Office as Plan 364Y and Part of Lots 1, 4, 5, all of Lots 6 and 7, according to a plan registered in the Registry Division of the Toronto Registry Office as Plan 303Y, designated as PARTS 1, 2, 3, 4, 5 and 7, according to a plan deposited in the Land Titles Division of the Toronto Registry Office (No. 66) as Plan 66R-19665, hereinafter referred to as the "Condominium Lands".

SUBJECT TO an easement in favour of the owners, their successors and assigns of All of Lots 1, 2 and 3, according to a plan registered in the Registry Division of the Toronto Registry Office as Plan 680E, Part of Lot A on said Plan 364Y and Part of Lots 1, 2, 3, 4 and 5 on said Plan 303Y, designated as PART 1, according to a plan deposited in the Land Titles Division of the Toronto Registry Office (No. 66) as Plan 66R-8522, over Part of Lot A on said Plan 364Y and Part of Lots 4 and 5 on said Plan 303Y, designated as PART 5 on said Plan 66R-19665, for the purposes as set out in Instrument CT987344 (fifthly).

SUBJECT TO an easement in favour of Rogers Cable Inc. over the "Condominium Lands" for the purposes as set out in Instrument E488516.

RESERVING rights-of-way or rights in the nature of easements in favour of the owners, their successors and assigns, of Lot 5 and Part of Lot 6, on said Plan 255E, hereinafter referred to as the "Remainder Lands", designated as PART 6 on said Plan 66R-19665, which said rights-of-way or rights in the nature of easements are as follows:

a) in, over, along and through the driveways and ramp situate within the Common Elements of this Condominium on Levels 1 and A for the purposes of providing vehicular and pedestrian ingress and egress including, but not limited to, maintenance, delivery and removal vehicles, necessary to the operation of the "Remainder Lands".

b) a right-of-support in and through all structural members, including, but not limited to, load bearing walls, columns, floor and roof slabs, footings, foundations and soil, all of which are situate within the Common Elements of this Condominium on Level A and is necessary for support of the "Remainder Lands".

c) a temporary right-of-way or right in the nature of an easement in and through the Common Elements exterior to the building of this Condominium, for the purposes of providing passage for an overhead crane swing, which said temporary right-of-way or right in the nature of an easement will be terminable upon the completion of construction of the building or buildings to be situate within the "Remainder Lands".

d) a temporary right-of-way or right in the nature of an easement in, over, along and through the driveways and ramp situate within the Common Elements of this Condominium on Levels 1 and A for the purposes of providing access for persons, vehicles, materials and equipment necessary for the construction of the building or buildings to be situate within the "Remainder Lands", which said temporary right-of-way or right in the nature of an easement will be terminable upon the completion of construction of said building or buildings.

e) a temporary right-of-way or right in the nature of an easement in, over, along and upon the Common Elements of this Condominium on Level 1 for the erection of hoarding necessary for the construction of the building or buildings to be situate within the "Remainder Lands", which said temporary right-of-way or right in the nature of an easement shall be terminable upon the completion of construction of said building or buildings.

Being part of P.I.N. 21195-0021(LT).

In my opinion, based on the parcel register or abstract index and the plans and documents recorded in them, the legal description set out above is correct, the easements hereinbefore described exist in law and the declarant is the registered owner of the aforementioned lands and appurtenant easements hereinbefore described.

Messrs. Harris, Sheaffer LLP,
Barristers and Solicitors
and duly authorized representatives of
DOMUS THREE DEVELCO INC.

Per:_____
Stephen M. Karr

October 22, 2002
Ref: 154: 1480-0.SCA

SCHEDULE "B"

CONSENT

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

1. We, BANK OF MONTREAL, have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number E283046 in the Land Titles Division of the Toronto Registry Office (No. 66). and Instrument No. CA629584 in the Registry Division of the Toronto Registry Office (No. 66).
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 July, 2002.

BANK OF MONTREAL

Per: _____
Name: Steven Traub
Title: Senior Account Manager

Per: _____
Name: Naomi Rosenberg
Title: Account Manager

I/We have the authority to bind the Corporation.

M:\98\986928\Declaration - Schedule B.wpd

SCHEDULE "B"

CONSENT

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

1. We, LONDON GUARANTEE INSURANCE COMPANY, have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number E304263 in the Land Titles Division of the Toronto Registry Office (No. 66). and Instrument Number CA646588 in the Registry Division of the Toronto Registry Office (No. 66)
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 July, 2002.

LONDON GUARANTEE INSURANCE COMPANY

Per: _____
Name:
Title: R. A. Ewen
Vice President

Per: _____
Name:
Title: Jim Emanoilidis
Attorney-in-Fact

I/We have the authority to bind the Corporation.

M:\98\986928\Declaration - Schedule B.wpd

SCHEDULE "C"

Each Residential Unit, Parking Unit, Parking/Storage Unit and Bicycle/Storage Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 4 inclusive, of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below and are illustrated on Part 1, Sheets 1 to 4 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 RESIDENTIAL UNITS**

(being Units 1 to 28 inclusive on Level 1, Units 1 to 12 inclusive on Levels 2, 3 and 4, Units 1 to 9 inclusive on Level 5, Units 1 to 7 inclusive on Level 6, Units 1 to 5 inclusive on Level 7, and Units 1 to 8 inclusive on Level 8.)

a) Each Residential Unit is bounded vertically by one or a combination of the following:

i) the upper surface and plane of the concrete floor slab and production.

ii) the lower surface and plane of the concrete ceiling slab and production.

iii) the upper surface and plane of the drywall sheathing ceilings and production in the uppermost ceilings for Units 9, 11, 12, 14, 15, 17, 18, 20, 21, 23, 24, 26 and 28 on Level 1.

iv) the upper surfaces and planes of the stair treads on stairs which separate one unit from another unit for Units 9, 11, 12, 14, 15, 17, 18, 20, 21, 23, 24, 26 and 28 on Level 1.

v) the upper surface and plane of the drywall sheathing situate beneath stairs which separate one unit from another unit for Units 10, 13, 16, 19, 22, 25 and 27 on Level 1.

vi) the upper surface and plane of the wood sub floor landing and production situate on the stair which separate one unit from another for Units 11, 12, 17, 18 and 23 on Level 1.

b) Each Residential Unit is bounded horizontally by one or a combination of the following:

i) the backside surface and plane of the drywall sheathing on walls and production separating the unit from another unit or the Common Element.

ii) the unit side surfaces and planes of all exterior doors, door frames, windows and window frames the said doors and windows being in a closed position, and the unit side surface of the glass panels contained therein.

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

iv) the unit side surfaces and planes of the stair risers on stairs which separate one unit from another unit for Units 9, 11, 12, 14, 15, 17, 18, 20, 21, 23, 24, 26 and 28 on Level 1.

2. **BOUNDARIES OF THE PARKING UNITS**

(being Units 1 to 11 inclusive, 13, 14, 17, 18, 21 to 52 inclusive, 55, 57, 58, 60 to 67 inclusive, 69 and 70 on Level A and Units 1 to 21 inclusive and 23 to 35 inclusive on Level B).

3. **BOUNDARIES OF THE PARKING/STORAGE UNITS**

(being Units 12, 15, 16, 19, 20, 53, 54, 56, 59, 68, 71 and 72 on Level A and Unit 22 on Level B).

2 and 3 hereinafter referred to as "Units".

a) Each "Unit" is bounded vertically by:

i) the upper surface and plane of the concrete garage floor slab and production.

ii) the plane 2.10 metres perpendicularly distant above and parallel to the upper surface and plane of the concrete garage floor slab.

b) Each "Unit" is bounded horizontally by one or a combination of the following:

i) the vertical plane established by measurement.

ii) the vertical plane established by the line and face of concrete columns and the production thereof.

iii) the vertical plane established by the centre-line of columns and the production thereof.

iv) the unit side surface of concrete or concrete block wall and the production thereof.

v) the vertical plane established by measurement and perpendicular to the concrete wall.

vi) the unit side surface and plane of the steel wire mesh and frame.

vii) the vertical plane established perpendicular to the concrete wall and passing through the centreline of the concrete columns and/or the production thereof.

4. **BOUNDARIES OF THE BICYCLE/STORAGE UNITS**

(being Units 73 to 125 inclusive on Level A and Units 36 to 55 inclusive on Level B).

a) Each Bicycle/Storage Unit is bounded vertically by one or a combination of the following:

   i) the upper surface and plane of the concrete floor slab and production.

   ii) the lower surface and plane of the concrete ceiling slab and production.

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

b) Each Bicycle/Storage Unit is bounded horizontally by one or a combination of the following:

   i) the unit side surface and plane of the concrete/concrete block wall and/or the production thereof.

   ii) the unit side surface and plane of the steel wire mesh and frame.

   iii) the unit side surface and plane of the door and door frame, the said door being in a closed position.

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 4 of the Description.

August 26, 2002
Dated

Dario A. Miret,
Ontario Land Surveyor

Reference should be made to the provisions on Page 2, Article 1, Section 1.5 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.

SCHEDULE 'D'

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

SUITE NO.	UNIT NO.	LEVEL NO.	% CONTRIBUTION TO COMMON EXPENSES	% INTEREST IN COMMON ELEMENTS
101	01	1	0.9125%	0.7851%
102	02	1	0.6538%	0.5626%
103	03	1	0.6716%	0.5779%
108	04	1	0.5475%	0.4711%
104	05	1	1.8472%	1.5894%
105	06	1	0.6920%	0.5954%
106	07	1	1.0177%	0.8756%
107	08	1	0.5664%	0.4874%
TH109	09	1	0.4990%	1.1477%
TH110	10	1	0.3778%	0.8689%
TH111	11	1	0.4794%	1.1026%
TH112	12	1	0.4762%	1.0952%
TH113	13	1	0.3552%	0.8169%
TH114	14	1	0.4692%	1.0790%
TH115	15	1	0.4692%	1.0790%
TH116	16	1	0.3552%	0.8169%
TH117	17	1	0.4762%	1.0952%
TH118	18	1	0.4762%	1.0952%
TH119	19	1	0.3552%	0.8169%
TH120	20	1	0.4692%	1.0790%
TH121	21	1	0.4682%	1.0767%
TH122	22	1	0.3572%	0.8215%
TH123	23	1	0.4762%	1.0952%
TH124	24	1	0.5095%	1.1716%
TH125	25	1	0.2969%	0.6828%
TH126	26	1	0.5457%	1.2550%
TH127	27	1	0.3311%	0.7615%
TH128	28	1	0.6312%	1.4515%
201	01	2	0.9106%	0.7835%
202	02	2	0.6536%	0.5624%
203	03	2	0.6623%	0.5699%
204	04	2	0.6623%	0.5699%
205	05	2	0.6495%	0.5588%
206	06	2	0.8871%	0.7633%
207	07	2	0.8021%	0.6902%
208	08	2	0.8629%	0.7425%
209	09	2	0.8641%	0.7435%
210	10	2	1.0178%	0.8758%
211	11	2	0.5645%	0.4857%
212	12	2	1.0578%	0.9101%
301	01	3	0.9106%	0.7835%
302	02	3	0.6536%	0.5624%
303	03	3	0.6623%	0.5699%
304	04	3	0.6623%	0.5699%
305	05	3	0.6495%	0.5588%
306	06	3	1.0553%	0.9080%
307	07	3	0.7796%	0.6708%
308	08	3	0.8629%	0.7425%
309	09	3	0.8630%	0.7425%
310	10	3	1.0304%	0.8866%
311	11	3	0.9028%	0.7768%
312	12	3	1.0499%	0.9033%

401	01	4	0.9106%	0.7835%
402	02	4	0.6536%	0.5624%
403	03	4	0.6623%	0.5699%
404	04	4	0.6623%	0.5699%
405	05	4	0.6495%	0.5588%
406	06	4	1.0553%	0.9080%
407	07	4	0.7796%	0.6708%
408	08	4	0.8629%	0.7425%
409	09	4	0.8630%	0.7425%
410	10	4	1.0304%	0.8866%
411	11	4	0.9028%	0.7768%
412	12	4	1.0499%	0.9033%
501	01	5	1.9487%	1.6767%
502	02	5	1.2422%	1.0688%
503	03	5	1.2099%	1.0410%
504	04	5	2.1331%	1.8354%
505	05	5	1.4824%	1.2755%
506	06	5	1.9590%	1.6856%
507	07	5	1.2570%	1.0816%
508	08	5	3.2039%	2.7567%
509	09	5	1.6217%	1.3954%
701	01	6	2.2824%	1.9638%
702	02	6	0.5581%	0.4802%
703	03	6	1.1684%	1.0053%
704	04	6	1.2319%	1.0599%
705	05	6	1.0352%	0.8907%
706	06	6	1.5474%	1.3314%
707	07	6	1.0459%	0.8999%
801	01	7	1.1542%	0.9931%
802	02	7	1.9025%	1.6370%
803	03	7	1.5435%	1.3281%
804	04	7	1.5474%	1.3314%
805	05	7	1.0434%	0.8978%
901	01	8	1.8960%	1.6314%
902	02	8	1.2096%	1.0407%
903	03	8	1.9581%	1.6848%
904	04	8	1.4967%	1.2878%
905	05	8	1.9251%	1.6564%
906	06	8	1.7809%	1.5323%
907	07	8	2.6540%	2.2835%
908	08	8	0.9299%	0.8001%
TOTAL RESIDENTIAL PERCENTAGE			91.5110%	91.5110%
TOTAL PARKING UNITS (90 at 0.065823%) - Units 1 to 11, 13, 14, 17, 18, 21 to 49, 55, 57, 58, 60 to 67, 69, 70, Level A; Units 1 to 21, 23 to 35, Level B			5.9241%	5.9241%
TOTAL COMBINED PARKING/STORAGE (12 at 0.076792% EACH) - Units 12, 15, 16, 19, 20, 54, 56, 59, 68, 71, 72, Level A; Unit 22, Level B			0.9215%	0.9215%
TOTAL TANDEM PARKING (3 at 0.08777% EACH) - Units 50, 51, 52, Level A			0.2633%	0.2633%
TOTAL COMBINED TANDEM/ PARKING/STORAGE (1 at 0.0987% EACH) - Unit 53, Level A			0.0987%	0.0987%
TOTAL BICYCLE/STORAGE UNITS (73 at 0.017553% EACH) - Units 73 to 125, Level A; Units 36 to 55, Level B			1.2814%	1.2814%
TOTAL			100.0000%	100.0000%

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

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) water and sewage and electricity respecting common elements;
iii) waste disposal and garbage collection;
iv) maintenance materials, tools and supplies;
v) snow removal and landscaping; and
vi) fuel, including gas, oil and hydro electricity unless metered separately for a Unit.

(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 furnishings and 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 fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;

(i) the cost of maintaining fidelity bonds as provided by By-law;

(j) all sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation.

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 purposes of facilitating any requisite maintenance and/or repair work, or to give access to the utility and service areas appurtenant thereto:

a) the owner(s) of each Residential Unit 9, 11, 12, 14, 15, 17, 18, 20, 21, 23, 24, 26 and 28 on Level 1, Units 6 and 12 on Level 2, Units 10, 11 and 12 on Level 3, Units 11 and 12 on Level 4, Units 1 to 9 inclusive on Level 5, Units 1, 6 and 7 on Level 6, Units 4 and 5 on Level 7 and Units 1, 3, 4, 5, 6, 7 and 8 on Level 8, shall have the exclusive use of a terrace or terraces to which said Units provide direct and sole access.

b) the owner(s) of each Residential Unit 10, 13, 16, 19, 22, 25 and 27 on Level 1 shall have the exclusive use of a garden patio which said Units provide direct access, as illustrated in heavy outline on Part 2, Sheet 1 of the description being numbered the same number as the Unit with the prefix letter 'P'.

c) the owner(s) of each Residential Unit 9, 11, 12, 14, 15, 17, 18, 20, 21, 23, 24 and 28 on Level 1 shall have the exclusive use of a balcony to which said Units provide direct and sole access.

SCHEDULE "G"

CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A
STANDARD OR LEASE HOLD CONDOMINIUM CORPORATION)

(under clause 8(1)(e) of the *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 license, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

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

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

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

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

OR

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

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

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

OR

☒ There are no indoor or outdoor swimming pools.

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

DATED this 17th day of SEPT, 2002.

ATTILA BURKA Attila Burka
Name:
Title: Architect or Engineer

BURKA VARACALLI ARCHITECTS
A PARTNERSHIP OF CORPORATIONS
A. BURKA ARCHITECT INC. R. VARACALLI ARCHITECT INC.

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