

NOTARIAL CERTIFICATE

CANADA
PROVINCE OF ONTARIO

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TO ALL WHOM THESE
PRESENTS
MAY COME, BE SEEN, OR
KNOWN

I, **MARY GERALDINE CRITELLI**

a Notary Public, in and for the Province of Ontario, by Royal Authority duly appointed, residing at the City of Toronto

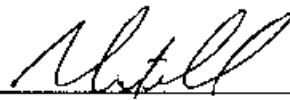
DO CERTIFY AND ATTEST that the paper-writing hereto annexed is a true photocopy of a document produced and shown to me and purporting to be:

**DECLARATION
OF TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1574
REGISTERED DECEMBER 23, 2003 AS INSTRUMENT NUMBER AT371344**

the said copy of the above-noted document having been compared by me with the said original document, an act whereof being requested I have granted under my Notarial Form and Seal of Office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereunto subscribed my name, and affixed my Notarial Seal of Office, at the City of Toronto

this 3rd day of March, 2004.



Mary Geraldine Critelli
A Notary Public in and for
the Province of Ontario

THE LAND TITLES ACT

AT 371344

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

2003-12-23 10:38

DECLARATION

THE CONDOMINIUM ACT

TORONTO STANDARD CONDOMINIUM PLAN NO. 1574

NEW PROPERTY IDENTIFIERS BLOCK 12574

RECENTLY : ALL OF THE PIN 10066-0419

DECLARANT : 1448433 ONTARIO LIMITED

SOLICITOR : MARY CRITELLI

DELZOTTO, ZORZI

4810 DUFFERIN STREET

SUITE D

TORONTO ONTARIO

M3H-5S8

PHONE: 416 665-5555

No. OF UNITS 367

FEES : \$70.00+\$5.00 X367 =1905.00

PAGE OF PAGES

DECLARATION**MADE PURSUANT TO THE CONDOMINIUM ACT**

THIS declaration (hereinafter called this or 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:

1448433 ONTARIO INC.,
a corporation incorporated under the laws
of the Province of Ontario
(hereinafter called the "**Declarant**")

WHEREAS the Declarant is the owner in fee simple of certain lands and premises situate in the City of Toronto, being more particularly described in Schedule "A" annexed hereto, and in the description submitted concurrently herewith by the Declarant for registration in accordance with the Act (hereinafter called the "**description**"), and which lands are sometimes hereinafter referred to as the "**Real Property**" or the "**lands**";

AND WHEREAS the Declarant has constructed a building upon the lands comprising **133 residential apartment units, 4 residential townhouse units, 136 parking units, 92 locker units, 1 guest suite unit and 1 storage locker unit** and other facilities as described in this Declaration;

AND WHEREAS the Declarant intends that the Real Property, together with the buildings and the other facilities constructed thereon, shall be governed by the Act;

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART I - INTRODUCTION**Section 1 - Definitions**

In addition to those words, terms or phrases specifically defined elsewhere in this declaration, the words, terms or phrases used in this declaration shall have the meanings ascribed to them in the Act, unless this declaration specifies otherwise, or unless the context otherwise requires, and in particular, the words, terms or phrases set out below shall have the meanings respectively ascribed to them as follows:

- a) the "**AAI Agreement**" shall mean the agreement that may be entered into by the Corporation with any owner desiring to make any addition, alteration or improvement to the common elements (or to an installation upon the common elements), pursuant to the provisions of Section 98 of the Act, and which agreement shall, amongst other things, allocate the cost of undertaking or implementing the proposed addition, alteration or improvement between the Corporation and the owner, establish and confirm the respective duties and responsibilities regarding the proposed addition, alteration or improvement (including without limitation, the responsibility for the cost of repair after damage, maintenance and insurance with respect to same), and shall address or set out any other matters that may be prescribed from time to time by the regulations to the Act;
- b) the "**Bayview Mansions II**" project means the residential condominium project being developed by the declarant on those lands and premises municipally known as 1 Clairtrell Road, Toronto, Ontario;
- c) the "**Board**" or "**board**" shall mean the board of directors of this Condominium from time to time;
- c) the "**common elements**" shall mean all the property (as hereinafter defined) except the units;
- d) the "**common interest**" shall mean the interest in the common elements appurtenant to a unit;
- e) the "**Corporation**", "**this Corporation**", the "**Condominium**" and/or "**this Condominium**" shall mean the condominium corporation created by the registration of this declaration, and the description, pursuant to the Act;
- f) the "**dwelling units**" shall mean the Residential Apartment Units and Residential Townhouse Units collectively, to be used solely for the purposes set out in section 23 of this declaration, (and each of which may be individually referred to herein as a "**dwelling unit**");
- g) the "**Governmental Authorities**" shall mean the City of Toronto, and all other governmental authorities or agencies

having jurisdiction over the development of the Real Property

- h) the "**Guest Suite Unit**" shall mean unit 1 on level 1, to be used as accommodation for the guests of the owners and/or tenants of the dwelling units in the Condominium in accordance with section 23A and which is to be purchased by the Condominium from the declarant in accordance with section 38(p) of this declaration;
- i) the "**locker units**" shall mean units 49 to 102, both inclusive, on level A and units 89 to 126, both inclusive, on level B, to be used solely for the purposes set out in section 25 of this declaration
- j) an "**owner**" shall mean the owner(s) of the freehold estate in a unit and its appurtenant common interests, but does not include a mortgagee unless in possession;
- k) the "**parking units**" shall mean units 1 to 48, both inclusive, on level A, and units 1 to 88, both inclusive, on level B to be used solely for the purposes set out in section 24 of this declaration;
- l) the "**property**" shall mean the lands, and the interests appurtenant to the lands described in the description (and in Schedule "A" annexed hereto), and includes any lands (and interests appurtenant to the lands) that are added to the common elements;
- m) the "**Proportionate Share of Hydro Consumption**" or "**P.S.H.C.**" shall have the meaning ascribed to such term in section 23(b) of this declaration;
- n) the "**Proportionate Share of Utility Consumption**" or "**P.S. U.C.**" shall have the meaning ascribed to such term in section 23(d) of this declaration;
- o) the "**Recreation Centre**" shall mean the indoor recreation centre located on level 1 containing a multipurpose/party room, men's sauna and change room, a women's sauna and change room, and an exercise room together with all of the fixtures, equipment and furnishings respectively situate therein which are (or may at any time hereafter be) used in connection with the operation, enjoyment and/or maintenance of the foregoing facilities and amenities (all of which comprise part of the common elements of this Condominium);
- p) the "**Residential Apartment Units**" shall mean units 2 to 6, both inclusive, on level 1, units 1 to 12, both inclusive, on level 2, units 1 to 11, both inclusive, on levels 3 to 11, both inclusive, units 1 to 6, both inclusive, on levels 12 and 13, and units 1 to 5, both inclusive, on level 14 situate within the highrise apartment tower comprising part of this Condominium (each of which is hereinafter sometimes individually referred to as a "**Residential Apartment Unit**");
- q) the "**Residential Townhouse Units**" shall mean units 7, 8, 9 and 10 on level 1 situate within the low-rise block comprising part of this Condominium (each of which is hereinafter sometimes individually referred to as a "**Residential Townhouse Unit**");
- r) the "**rules**" shall mean the rules passed by the board of directors of this Condominium (hereinafter called the "**board**"), and becoming effective in accordance with the provisions of Section 58 of the Act;
- s) the "**storage locker unit**" shall mean unit 103 on level A, which is to be used solely for the purposes set out in section 25 of this declaration;
- t) a "**unit**" shall mean a part of the lands included in the description and designated as a unit by the description, and shall comprise the space enclosed by its boundaries and all the material parts of the said lands within such space, in accordance with this declaration and the description, and shall expressly include or exclude (as the case may be) those pipes, wires, cables, conduits, ducts, equipment and/or mechanical or similar apparatus as are more particularly described in section 5 of this declaration. For greater certainty, the definition of a "**unit**", insofar as it relates to the duty to maintain (pursuant to Section 90 of the Act) and the duty to repair (pursuant to Section 89 of the Act) as provided or stipulated in this declaration, shall extend to all building components, finishes, fixtures and features installed within any unit by the Declarant in accordance with the architectural and/or structural plans pertaining to this Condominium, notwithstanding that such installations (or any portion thereof) may have occurred after the registration of this declaration, provided that same are described in the schedule delivered by the Declarant to the Corporation pursuant to Section 43(5)(h) of the Act, or alternatively included within the description of the standard unit (for the class of unit to which each unit belongs) as described in a by-law hereafter enacted by the Corporation under Section 56(1)(h) of the Act.

Section 2 - Act Governs Property

The lands described in **Schedule "A"** annexed hereto together with all interests appurtenant thereto, as the lands and the interests are described in the description are governed by the Act.

Section 3 - Freehold Standard Condominium

The registration of this declaration and description will create a freehold condominium corporation that is a standard condominium corporation.

Section 4 - Consent of Encumbrancers

The consent of every person having a registered mortgage/charge against the lands or interests appurtenant to the lands, as the lands and the interests are described in the description, are contained in **Schedule "B"** annexed hereto.

Section 5 - Boundaries of Units and Monuments

- (a) The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of the units, as set forth in **Schedule "C"** annexed hereto.
- (b) Each dwelling unit and the guest suite unit **shall include** all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus and the heating, air-conditioning and ventilation equipment and appurtenant fixtures attached thereto that supply any service or utility to that particular unit only.
- (c) Notwithstanding anything hereinbefore provided to the contrary, each dwelling unit and the guest suite unit **shall exclude** all concrete, concrete block or masonry portions of load bearing walls, slabs or columns, exterior doors, door frames, windows and window frames and any (pipes, wires, cables, conduits, ducts, shafts, flues, and mechanical or similar apparatus that supply any service to more than one unit, or to the common elements and that may lie within the boundaries of the unit but which do not service that particular unit).
- (d) Each parking unit **shall exclude** all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (used for water drainage, power or otherwise) that supply any service to any unit or to the common elements, and whether located in or outside of any walls or floors, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. or controls of same, as well as any concrete columns, fire hose cabinets and steel guard rails abutting such columns, concrete walls or load bearing walls which may be located within any such unit.
- (e) Each locker unit and the storage locker unit **shall exclude** all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (used for water drainage, power or otherwise) that supply any service to any unit or to the common elements, and whether located in or outside of any walls or floors, together with any heating and air conditioning equipment, ducts, flues, shafts, etc. or controls of same, as well as any concrete walls or load bearing walls which may be located within any such unit.

Section 6 - Common Interest and Common Expense Allocation

Each owner shall have an undivided interest in the common elements as a tenant-in-common with all other owners, and shall contribute to the common expenses, in the same proportions set forth opposite each unit number in **Schedule "D"** annexed hereto. The total of the proportions of the common interests and the common expenses shall each be one hundred (100%) percent.

Section 7 - Exclusive Use Common Elements

The owners of the units listed in **Schedule "F"** annexed hereto shall have the exclusive use and enjoyment of those portions of the common elements more particularly described in said Schedule "F" which are respectively allocated or appurtenant to said units, subject, however, to such use and enjoyment being regulated by the provisions of the Act, this declaration and the by-laws and rules of the Corporation.

Section 8 - Mailing Address and Address for Service

The Corporation's **municipal** address shall be:

2 Clairtrell Road
Toronto, Ontario
M2N 7H5

The Corporation's **mailing address and address for service** shall be:

330 Highway #7 East
Suite PH3

Richmond Hill, Ontario
L4B 3P8

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

Section 9 - Approval Authority Requirements

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

Section 10 - Architect/Engineer Certificate

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

PART 2 - SPECIFICATION OF COMMON EXPENSES

Section 11 - Meaning 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 as are listed in **Schedule "E"** annexed hereto. Notwithstanding anything provided in Schedule "E" to the contrary, in an effort to ensure that the Corporation does not incur large unfunded financial obligations (or a large indebtedness) without the specific consent of the owners, common expenses shall exclude monies required to be raised:

- a) to pay for any undertaking which costs more than \$25,000.00 and which is not required or contemplated by law, or the Act, or by any provision in this declaration or in any of the by-laws of the Corporation (hereinafter individually referred to as a "by-law", and collectively referred to as the "by-laws"), or in any agreement(s) authorized by any by-law; or
- b) to pay (or repay) the cost of any borrowing of money for or on behalf of the Corporation which is in excess of \$25,000.00, or that increases the outstanding indebtedness of the Corporation to more than \$25,000.00, and which is not required or contemplated by any provision in this declaration or in any by-law, or in any agreement(s) authorized by any by-law;

unless such undertaking and its cost, or such borrowing and its cost (as the case may be) have received separate approval by a majority of owners who are present (in person or by proxy) at a meeting duly called for the purpose of obtaining such approval.

Section 12 - 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 the contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision in this declaration or in any by-laws or rules of the Corporation in force from time to time (or a breach of any provision in any agreement authorized by any by-law), committed by any dwelling unit owner (and/or by members of his or her family and/or their respective tenants, invitees or licensees), including without limitation, the cost of any increase in insurance premiums caused by any unit owner (or by those for whose acts such owner is responsible, at law or in equity) shall be borne and paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses.

Section 13 - Reserve Fund

- a) The Corporation shall establish and maintain one or more reserve funds, and shall collect from the owners, as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for the major repair and/or replacement of the common elements and assets of the Corporation, all in accordance with the provisions of the Act.
- b) No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation, and shall not be distributed to any owner except on termination of the Corporation.

Section 14 - Status Certificate

The Corporation shall, upon request, provide a requesting party with a status certificate in accordance with Section

76 of the Act, together with all accompanying documentation and information prescribed or contemplated under 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 whatsoever.

PART 3 - OCCUPATION AND USE OF THE COMMON ELEMENTS

Section 15 - General Use of Common Element Areas

- a) Save as otherwise provided in this declaration to the contrary, each owner may make reasonable use of (and has the right to enjoy) the whole or any part of the common elements, including those exclusive use common element areas allocated or appurtenant to his or her unit in **Schedule "F"** annexed hereto, subject to any applicable conditions or restrictions set out in the Act, this declaration, the by-laws and rules of the Corporation. 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 in any unit or upon any portion of the common elements that:
 - i) 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;
 - ii) is likely to damage the property, injure any person, or impair the structural integrity of any unit or common element area;
 - iii) will unreasonably interfere with the use and enjoyment by the other owners of the common elements and their respective units; or
 - iv) 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.

In the event that the use of the common elements by any owner contravenes any of the foregoing provisions, then such owner shall indemnify and save the Corporation harmless from and against any and all costs, damages, expenses and/or liabilities that the Corporation may suffer or incur as a result of said contravention and/or the cancellation of any insurance policy arising therefrom (including without limitation, any costs incurred to redress, rectify and/or relieve said contravention), and such owner shall also be personally liable to pay and/or fully reimburse the Corporation for any increased insurance premiums payable by the Corporation as a result of such owner's use, and all such costs and expenses may be recovered by the Corporation against such owner in the same manner as common expenses. The foregoing provisions shall not be construed so as to prohibit or restrict (nor shall same be applied in any manner which prohibits or restricts) the transient residential accommodation arrangements made (or to be made from time to time) by or on behalf of any dwelling unit owner(s), and the aforementioned indemnity and reimbursement provisions with respect to any increased insurance premiums and/or deductible amounts regarding the Corporation's insurance shall not apply with respect to the transient residential accommodation arrangements made (or to be made from time to time) by or on behalf of any dwelling unit owner(s).

- b) 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 (or by virtue of) this declaration, any by-law and/or any agreement(s) authorized by any by-law.
- c) Save as otherwise provided in this declaration to the contrary, no owner shall make any change or alteration to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintaining those parts of the common elements which he or she has a duty to maintain, without obtaining the prior approval of the Corporation in accordance with the Act.
- d) 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:
 - i) the Declarant and its authorized agents, contractors, representatives and/or invitees shall have free and uninterrupted access to and egress from the common elements, for the purposes of carrying out, implementing, operating and/or administering the Declarant's marketing, sales, construction, and/or customer-service program(s) with respect to any unsold units in this Condominium or in Bayview Mansions II, from time to time;
 - ii) the Declarant and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale purposes, 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; and

- iii) 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, to and from the aforementioned sales/marketing office, construction office, customer service office and/or the temporary model suites, at all times during the opening hours of such offices and/or model suites, subject however to such reasonable and customary restrictions on access thereto as may be implemented or imposed by the security/ concierge situate in the lobby of the Condominium;

until such time as all of the dwelling units in this Condominium and Bayview Mansions II (or such lesser number as the Declarant may determine or designate in its sole and unfettered discretion) have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof.

Section 16 - Declarant's Use of the Recreation Centre and Other Common Element Areas

- a) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and notwithstanding any rules or by-laws of the Corporation hereafter passed or enacted to the contrary, the Declarant shall be entitled to use and occupy any portion of the Recreation Centre, and/or within such other common element areas of the Condominium as the Declarant may select, in its sole and unfettered discretion, for the Declarant's marketing/sales/construction/customer-service programs, and to erect and maintain one or more marketing/sales/construction/customer-service offices, as well as temporary model suites, at such locations within any portion of the Recreation Centre and/or common elements as the Declarant may determine or select, in its sole and unfettered discretion, until such time as the Declarant has sold and transferred title to all of the dwelling units in this Condominium and Bayview Mansions II. The cost of erecting, maintaining and ultimately dismantling the said marketing/sales/construction/customer-service offices, as well as the said model suites, shall be borne by the Declarant, but the Declarant shall not be charged for the use of the space so occupied, nor for any utility services (or other usual or customary services) supplied thereto, nor shall the Corporation (or anyone else acting on behalf of the Corporation), nor any owner, tenant or resident in this Condominium prevent, limit or interfere with the provision of said utility services (and such other usual or customary services) to the said marketing/sales/construction/customer-service offices, and to the said model suites. The Corporation shall also ensure that no actions, steps or measures are taken by anyone which would prohibit, restrict or interrupt the access and egress over the common element areas of this Condominium by the Declarant, and its employees, agents, representatives and/or invitees, to and from the aforementioned marketing/sales/construction/customer-service offices, and the said model suites, at all times during the opening hours of the said offices and model suites (as determined by the Declarant in its sole and unfettered discretion), subject however to such reasonable and customary restrictions on access thereto as may be implemented by any security personnel retained by and on behalf of the Corporation. The Declarant shall be entitled to remove all of the furnishings, chattels and equipment located in the said marketing/sales/construction/customer-service office(s), or may (at the Declarant's sole option) leave all fixtures or attached furnishings maintained therein to or for the benefit of the Condominium.
- b) Only the Declarant and the owners of the dwelling units in this Condominium, together with their respective residents, tenants, visitors and invitees, shall have access to, and use and enjoyment of, the Recreation Centre during opening hours. Subject to the overriding provisions of section 16 (a) above, and until such time as the turnover meeting for this Condominium has been convened pursuant to the provisions of the Act, the Declarant shall have the unilateral right, in its sole and unfettered discretion, to govern and control the use and operation of the Recreation Centre, and to establish hours of use, and to designate or restrict areas of use, with respect to the Recreation Centre or any portion thereof (including the right to restrict the use of any amenities, facilities and/or equipment located within any portion of the Recreation Centre), in order to best co-ordinate the operation and use of the Recreation Centre with the Declarant's marketing/sales/construction/customer-service programs for this Condominium. From and after the date of this Condominium's turnover meeting, the use, enjoyment and operation of the Recreation Centre shall be governed by the rules and regulations passed by the board of directors from time to time in connection therewith, subject however to the overriding provisions of clause (a) above, on the express understanding that no rules or regulations hereafter passed or enacted by the board shall interfere with (or diminish) the right of the Declarant to maintain its marketing/sales/construction/customer-service offices and temporary model suites within the Recreation Centre, in accordance with the foregoing provisions hereof.

Section 17 - Use of the Visitor Parking Spaces

Save as hereinafter otherwise provided to the contrary, each of the visitor parking spaces comprising part of the common elements of this Condominium shall be used only by the visitors and guests of the owners, residents and tenants of the dwelling units in this Condominium, and by the Declarant and its employees, agents, representatives, contractors and invitees, for the purposes of parking thereon only one motor vehicle per space, and each such space shall be individually so designated by means of clearly visible signs. The visitor parking spaces shall not be assigned, leased or sold to any unit owner or to any other party or parties, nor otherwise conveyed or encumbered. Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the board of directors, the term "motor vehicle", when used in the context of visitor parking, shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan or truck not exceeding 2 metres in height, and shall exclude any type of commercial vehicle, truck, trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the board may wish to exclude from the property from time to time), but shall nevertheless specifically include any construction and/or loading vehicles used by the Declarant and/or any of its employees, agents, representatives or contractors in the course of constructing, completing, servicing and/or maintaining this Condominium or any portion thereof. The use and operation of the visitor parking spaces shall be monitored and controlled by the security personnel retained by or on behalf of the Corporation.

Section 18 - Use of the Multipurpose/Party Room

The use of the multipurpose/party room (comprising part of the Recreation Centre) shall only be used to accommodate the respective parties and/or meetings which are convened or arranged by (and which benefit) the Declarant (while it owns any unit in this Condominium), the Corporation or the board, or the owners, residents and/or tenants of the dwelling units in this Condominium. The use of the multipurpose/party room shall be subject to the terms and provisions of any applicable by-laws and regulations of the Governmental Authorities, and shall also be governed by the rules and regulations of the Corporation in force from time to time. A minimal damage deposit, together with a service/cleaning charge, will have to be paid, in advance, for each day/night of use or occupancy of the multi-purpose/party room, in accordance with the rules and regulations passed by the board of directors from time to time in connection therewith. In addition, a security charge covering the cost of retaining temporary security personnel to monitor the access and egress of all guests or attendees of such parties or meetings (as the case may be) may be levied by the board of directors from time to time, in its sole discretion. However, no damage deposit, service/cleaning charge or security charge shall be paid or posted by the Declarant, nor paid or posted with respect to any meetings of the board of directors and/or the unit owners convened for the purposes of formally conducting the business and affairs of this Condominium.

Section 19 - Restricted Access

Save as otherwise specifically provided in this declaration to the contrary, without the prior written consent of the board no one other than the Declarant (and the authorized agents or representatives of the Declarant or the Corporation) shall have any right of access to any part of the common elements designated or used from time to time as a utilities area, service room, building maintenance or storage area, garbage storage or recycling area, building manager's office, Declarant's marketing/sales/construction/customer-service office(s), any area used for operating or storing machinery, or any other parts of the common elements used for the care, maintenance or operation of the Condominium's property generally, without the prior written consent of the board. This section shall not apply to restrict the access of any mortgagee holding first mortgages on at least twenty-five (25%) percent of the dwelling units in this Condominium, if exercising a right of access for purposes of inspection, upon giving 48 hours prior written notice thereof to the Corporation.

Section 20 - Modification of Common Elements and Assets

a) General Prohibition

Save as otherwise specifically provided in this declaration to the contrary, no owner shall make any change or alteration to the common elements (or to an installation upon the common elements), nor alter, decorate, renovate, maintain or repair any part of the common elements (except for maintaining or repairing those parts of the common elements that he or she has a duty to maintain or repair in accordance with the provisions of section 42 of this declaration), without obtaining the prior written approval of the Corporation in accordance with the Act, and correspondingly entering into an AAI Agreement with the Corporation in accordance with the provisions of Section 98 of the Act. Without limiting the generality of the foregoing, and save and except for the Declarant, no unit owner

shall erect or install any type of balcony, patio or terrace enclosure or privacy screen/fence upon any portion of the common elements (whether exclusive use or otherwise), without having the construction, erection or installation of same, as well as the specific design, size, colour, specifications and location of same (together with any financial commitments by any such owner with respect to the future maintenance, repair and insurance costs of same) first approved in writing by the board, and ultimately confirmed by the provisions of an AAI Agreement entered into with the Corporation.

b) Substantial Additions, Alterations or Improvements

The Corporation may make any substantial addition, alteration or improvement to (or renovation of) the common elements or any portion thereof, or any substantial change in the assets of the Corporation, or any substantial change(s) in any service(s) that the Corporation provides to the owners, only upon obtaining the affirmative vote of owners thereto who own at least sixty-six and two-thirds (66 2/3%) percent of the units, at a meeting duly called for such purpose, in accordance with the provisions of Sections 97(4) and (5) of the Act.

c) Non-Substantial Additions, Alterations or Improvements

The Corporation may make any non-substantial addition, alteration or improvement to (or renovation of) the common elements or any portion thereof, or may make any non-substantial change to the assets of the Corporation, or any non-substantial change(s) in any service(s) that the Corporation provides to the owners, in accordance with the provisions of Sections 97(2) and (3) of the Act.

d) Determining Whether any Addition, Alteration or Improvement is Substantial

Whether any addition, alteration or improvement to (or renovation of) the common elements, or any change in the assets of the Corporation, or any change in any service provided by the Corporation to the owners, is to be considered substantial or not, shall be determined or confirmed in accordance with the provisions of Section 97(6) of the Act. The cost of any addition, alteration, improvement or change that the Corporation makes (whether substantial or otherwise) shall form part of the common expenses.

e) As-Built Drawings

A copy of the complete set of "as-built" architectural and structural plans and specifications for the building(s) comprising the Condominium and situate on the Real Property, including copies of all plans and specifications with respect to any addition(s), alteration(s), improvement(s) or renovation(s) made from time to time to the common elements or any portion thereof [or to any unit(s)] which required the prior written approval of the board, shall be maintained in the office of the Corporation or of its property manager at all times, or at such other place as the board shall from time to time determine by resolution, for the use of the Corporation in rebuilding or repairing any damage to the building(s), units and common elements (or any portion thereof), and for the use of any owner or mortgagee of a unit in rebuilding or repairing any damage to any unit and/or exclusive use common element area appurtenant thereto.

PART 4 - OWNERSHIP OF UNITS

Section 21 - Restrictions on Parking and Locker Units

a) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and save and except for any parking unit(s), parking/locker/bicycle storage unit(s) and/or locker/bicycle storage unit(s) owned by the Declarant and/or the Corporation, the ownership, sale, leasing, charging, assignment, transfer or other conveyance or encumbrance of any parking and/or locker unit (the "Restricted Units") shall be subject to the following restrictions and limitations, namely:

- i) no one shall retain ownership of any Restricted Unit after he or she has sold and conveyed title to his or her dwelling unit;
- ii) any sale, transfer, assignment or other conveyance of any Restricted Unit shall be made only to the Corporation, or to any owner of a dwelling unit within this Condominium;
- iii) any lease of any Restricted Unit shall be made only to the Corporation, or to any owner or tenant of a dwelling unit within this Condominium, provided, however, that if any Restricted Unit is so leased to a tenant of a dwelling unit, then the term of such lease shall not extend beyond the term of the tenancy in respect of such dwelling unit;
- iv) where any Restricted Unit is leased to an owner of a dwelling unit, then upon the sale, transfer, assignment or other conveyance of the lessee's dwelling unit, the lease in respect of such Restricted Unit shall also be assigned by the said lessee to the transferee or new owner of such dwelling unit, within thirty (30) days of the registration of the transfer of title to the said dwelling unit, failing which the lease of such Restricted Unit

shall be automatically terminated and of no further force or effect, and the Restricted Unit which was subject to such lease shall thereupon revert to the lessor thereof; and

- v) where the lessee of a Restricted Unit is an owner of a dwelling unit, and such lessee is deprived of possession and/or ownership of his or her dwelling unit through any legal action, by any party holding a registered mortgage, charge, execution, lien or other encumbrance against the said dwelling unit, then such lease shall be deemed to have been in default, and shall thereupon be automatically terminated and of no further force or effect, whereupon the said Restricted Unit which was subject to such lease shall automatically revert to the lessor thereof.
- b) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Restricted Unit, in contravention of any of the foregoing provisions hereof, shall be automatically null and void, and of no force or effect whatsoever.

PART 5 - OCCUPATION AND USE OF UNITS

Section 22 - General Use

- a) No unit shall be occupied or used by any owner, or by 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), nor in a manner that will unreasonably interfere with the use or enjoyment by other owners of the common elements or their respective units, nor in any manner which might affect the structural integrity of any unit, or that may result in the cancellation or threat of cancellation of any insurance policy obtained or maintained by the Corporation, or that may result in a substantial increase in any insurance premium(s) with respect thereto, nor in such a manner as to lead to a breach by any owner (or by the Corporation) of any provision of this declaration, the by-laws or rules of this Condominium. In the event that the use of a unit made by any owner (and/or by such owner's residents, tenants, employees, invitees or licensees), or by anyone else for whose actions such owner is responsible at law or in equity, causes injury to any person, or causes damage to any unit or to any part of the common elements, or results in the premium of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being cancelled, then such owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs and expenses incurred to redress or rectify any such injury or damage (including without limitation, all deductible amounts and any increased insurance premiums, together with any legal fees and disbursements incurred by the Corporation in the collection of any of the aforementioned costs), and for all other costs and expenses incurred by the Corporation as a result thereof, on the express understanding that all such costs and expenses may be recovered by the Corporation against such owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears). The foregoing provisions shall not be construed so as to prohibit or restrict (nor shall same be applied in any manner which prohibits or restricts) the transient residential accommodation arrangements made (or to be made from time to time) by or on behalf of any dwelling unit owner(s), and the aforementioned indemnity and reimbursement provisions with respect to any increased insurance premiums and/or deductible amounts regarding the Corporation's insurance shall not apply with respect to the transient residential accommodation arrangements made (or to be made from time to time) by or on behalf of any dwelling unit owner(s).
- b) The owner of each unit shall comply, and shall require all residents, tenants, employees, invitees and/or licensees of his or her unit to comply with the Act, this declaration, the by-laws and rules of this Condominium.
- c) Save as otherwise expressly provided in this declaration to the contrary, no one other than the Declarant shall make any structural change or alteration whatsoever to his or her unit, without the prior written consent of the Corporation, on the express understanding that such consent shall be in the sole and unfettered discretion of the board and may be subject to such terms and conditions as the board may determine or impose from time to time. When requesting such consent, the owner shall provide to the board a copy of the plans relating to the proposed structural change, renovation, alteration or addition, and such other information as may be required by the board. The board, or its authorized agent, shall review such plans and information for the purpose of confirming that the proposed structural change, renovation, alteration or addition will not:
 - i) adversely affect the structural integrity of the unit or any other unit(s);
 - ii) detract from or unreasonably interfere with the use or enjoyment of any other unit(s) by the respective owner(s) or occupant(s) of same;
 - iii) negatively impact the aesthetic appearance of the Condominium or any portion thereof;

- iv) increase the insurance premiums relating to any policy of insurance maintained by the Corporation;
 - v) obstruct access to any utility easement(s) or public service(s);
 - vi) encroach upon the common elements or any other unit;
 - vii) alter the grading of the Real Property (or any portion thereof), nor obstruct any drainage pattern(s) of the Real Property; and
 - viii) violate any provisions of any by-law(s) or ordinance(s) of any of the Governmental Authorities, or any provisions of any agreement(s) or restriction(s) binding on the Corporation.
- d) Without limiting the generality of the foregoing, no change shall be made or permitted to the colour of any exterior glass, window, door, screen or other installation(s) appurtenant to (or associated with) any unit, except with the prior written consent of the Corporation, and each owner shall ensure that nothing is affixed, attached to, hung, displayed or otherwise placed on any portion of the exterior walls (including awnings and/or storm shutters), and/or the exterior doors or windows of this Condominium.
- e) No sign, advertisement or notice of any type, size or kind shall be inscribed, painted, affixed, attached, hung or displayed on any part of any unit (whether temporary or otherwise), without the express written consent of the board. This restriction shall not apply to the Declarant under any circumstances whatsoever.
- f) No boundary, load-bearing or demising wall(s) in respect of any unit, nor any portion of the floor (excluding the floor finish) or ceiling (excluding the ceiling finish) of any unit, nor the door of the unit leading directly to any hallway or corridor, nor any portion of the heating, cooling, plumbing, mechanical and/or electrical installations or systems (and appurtenant fixtures and equipment) contained in or forming part of any unit shall be 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 board for the purpose of painting or decorating the interior surface of any wall, floor or ceiling of any unit which is not visible from the exterior of said unit.
- g) Save as may otherwise be expressly provided in this declaration, no owner shall install any fencing, privacy screen or enclosure, nor any deck, planter boxes or other landscaping treatments or features, within the confines of his or her unit (or the exclusive use common element areas appurtenant thereto) without the prior written consent of the board. In order to maintain the uniform appearance of the Condominium, and to ensure compliance with all applicable municipal building and zoning restrictions, the board shall have the right to prescribe the height, type, size, design and colour of all fencing, privacy screens, enclosures, decks, planter boxes and/or other landscaping treatments or features proposed to be constructed or installed by any owner as an appurtenance to his or her unit (or with respect to any exclusive use common element areas appurtenant thereto).

Section 23 - Use of the Dwelling Units

- a) Each dwelling unit shall be occupied and used only for residential purposes, in accordance with the provisions of the applicable zoning by-law of the Governmental Authorities, and for no other purpose whatsoever, provided however that the foregoing shall not restrict or prevent:
- (i) the Declarant from completing the building(s) situate on the Real Property and all improvements thereto, nor shall the foregoing prevent the Declarant, while owning and seeking to sell any of the dwelling units in this Condominium or Bayview Mansions II, from utilizing such units for the purposes of creating and/or maintaining therein one or more marketing/sales/construction/customer-service offices, as well as advertising signs and temporary model suites for display purposes (at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion), until such time as all of the dwelling units in this Condominium and Bayview Mansions II (or such lesser number as the Declarant may determine in its sole and unfettered discretion) have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof; or
 - (ii) any unit owner, or any property manager acting on behalf of any unit owner or group of unit owners, from leasing or renting any dwelling unit(s) in this Condominium from time to time, for any duration and on any number of occasions and whether in a furnished or unfurnished state;
- b) It is expressly understood that this Condominium has been designed and constructed with one bulk meter for hydro electric consumption services (which will measure and gauge the hydro-electricity consumed or utilized by all of the units and common element areas in this Condominium, en bloc). The Corporation will accordingly receive a bulk invoice for the hydro service utilized or consumed by all of the units and common elements as a whole, from

the local hydro authority, pursuant to a reading taken by such authority on a bulk meter basis (hereinafter referred to as the "Bulk Hydro Bill"), and the Corporation shall pay the Bulk Hydro Bill on behalf of all of the respective unit owners in this Condominium, as and when due. However, a separate check or consumption meter appurtenant to each of the dwelling units has been installed for the purposes of measuring and gauging the hydro service consumed by each dwelling unit, and, in such event, the Corporation shall cause the check or consumption hydro meters appurtenant to each of the dwelling units to be read periodically, and shall thereafter issue and submit its own separate invoice(s) to each of the dwelling unit owners, reflecting the cost of hydro consumption attributable to such dwelling unit (with the cost of hydro service so attributable to each of the dwelling unit owners being hereinafter referred to as such owner's "Proportionate Share of Hydro Consumption" or "P.S.H.C."). The Corporation may estimate each dwelling unit's projected P.S.H.C. over an annual or other period and may assess equalized monthly P.S.H.C. amounts against each dwelling unit based upon such estimate and each dwelling unit owner shall pay such assessed monthly equalized amount on a monthly basis on the first day of each and every month. If equalized monthly payments are assessed, the Corporation shall adjust the P.S.H.C. payable by the dwelling unit owners no less than annually in accordance with the actual Bulk Hydro Bills received by the Corporation from the local hydro authority over the adjusted period. Each dwelling unit owner shall be obliged to pay to the Corporation his or her P.S.H.C. on or before the 10th day after receipt of an invoice from the Corporation, or on the 1st day of each month if equalized monthly payments are assessed (hereinafter referred to as the "Due Date"). In the event that any owner of a dwelling unit fails to pay to the Corporation his or her P.S.H.C. on or before the Due Date, then in addition to any other rights, remedies or powers available to the Corporation at common law, by statute, or in equity, the Corporation shall be entitled to:

- i) charge and levy interest against such owner (hereinafter referred to as the "Defaulting Owner") on such unpaid P.S.H.C. amount, and on all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same, including all legal expenses incurred by the Corporation on a solicitor-and-his-own client basis, at a rate equal to 24% per annum, calculated monthly not in advance, with interest on the unpaid P.S.H.C. amount commencing to accrue from the Due Date, and with interest on all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from the respective dates that the Corporation incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid;
 - ii) to the extent permitted by law, add the outstanding amount together with all outstanding interest to the common expenses due from such Defaulting Owner and recover same from Defaulting Owner in the same manner as common expenses (with corresponding lien rights in favour of the Corporation as apply to common expense arrears; and/or
 - iii) maintain and enforce a lien (the "Contractual Lien") against the Defaulting Owner's dwelling unit, as security for the payment of his or her P.S.H.C. amount and all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same, together with all outstanding interest accruing thereon as aforesaid, and said lien shall be enforceable by the Corporation in the same manner, and to the same extent, as a real property mortgage or charge, and with all the rights, remedies and powers inherent in (or available to) a mortgagee or chargee when a mortgage or charge of real estate is in default pursuant to the provisions of The Mortgages Act R.S.O. 1990, as amended, and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Titles Registrar requires the Corporation (as a prerequisite to the registration and/or enforcement of said lien) to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same, and the Defaulting Owner shall, for all purposes, be deemed to have consented to any such application by the Corporation.
- c) The Contractual Lien need not be registered against the title to the Defaulting Owner's dwelling unit in order to enable the Corporation to maintain or pursue a civil action against the Defaulting Owner. However, the Contractual Lien so claimed or maintained by the Corporation shall not have any priority claim against the interests of third parties in or to the Defaulting Owner's dwelling unit (including any parties having a registered mortgage, charge, security interest or other encumbrance against the Defaulting Owner's dwelling unit) unless and until the Contractual Lien (or any notice thereof, or any caution or certificate of pending litigation with respect thereto) has been registered against the title to the Defaulting Owner's dwelling unit, and once such registration has occurred, the Contractual Lien shall be deemed to be fully postponed and subordinated to all liens, mortgages, charges, security interests and any other encumbrances (including any and all amendments thereto from time to time) which are registered against the Defaulting Owner's dwelling unit in priority to the registration of the Contractual Lien (hereinafter collectively referred to as the "Prior Charges"), and shall also be deemed to be fully postponed and subordinated to all mortgage advances theretofore made (and/or thereafter to be made) under the Prior Charges. Any monies received by the Corporation arising from the sale of the Defaulting Owner's dwelling unit pursuant to the Corporation's enforcement

of the Contractual Lien shall be applied by the Corporation in the following order of priority, namely:

- i) firstly, to pay and fully satisfy all of the Prior Charges, if any;
- ii) secondly, to pay or reimburse the Corporation for all costs and expenses incurred in connection with its enforcement of the Contractual Lien, and the ultimate sale of the Defaulting Owner's dwelling unit thereby or thereunder, including without limitation, all legal, accounting, advertising, brokerage and other related fees, expenses and disbursements, together with all monies paid to prior encumbrancers in respect of such dwelling unit;
- iii) thirdly, to pay or reimburse the Corporation for (or in respect of) the Defaulting Owner's P.S.H.C. amount, or such portion thereof as remains unpaid, together with all outstanding interest charges accrued thereon, as well as interest accrued on the Corporation's expenses incurred in collecting (or attempting to collect) same, all at the aforesaid rate of 24% per annum, calculated monthly, not in advance;
- iv) fourthly, to pay and attempt to satisfy the claims of any subsequently registered lienholders, chargees or other encumbrancers (registered against such Defaulting Owner's dwelling unit after the registration of the Corporation's lien), in accordance with their respective priorities pursuant to the provisions of the Land Titles Act, R.S.O. 1990, as amended, and of the Act; and
- v) fifthly, the surplus or residue, if any, shall thereafter be paid to the Defaulting Owner, or to his or her successors and assigns.

The execution by the Corporation of a certificate confirming that the Corporation does, or does not, maintain or claim a Contractual Lien against a particular dwelling unit, pursuant to the foregoing provisions of this section, shall constitute irrefutable evidence and proof of same, and the Corporation shall be obliged to execute such a certificate forthwith upon its receipt of a written request for same from the Declarant, any prospective purchaser or mortgagee of any such dwelling unit, the then current registered owner thereof, or from any other party interested in such information, at a charge, fee or expense to the party so requesting same not exceeding \$100 inclusive of GST (but at no charge, fee or expense whatsoever to the Declarant requesting same). Any registered mortgagee, or any purchaser or prospective mortgagee of the Defaulting Owner's dwelling unit shall, upon payment to the Corporation of the full amount secured by the Contractual Lien so maintained by the Corporation pursuant to the foregoing provisions of this section, have the right to receive a full and complete discharge or an absolute assignment of the Contractual Lien, provided that such party must first deliver written notice to the Corporation requesting such discharge or assignment, setting forth a date and time for the delivery of such discharge or assignment [which date shall not be less than ten (10) days, nor more than thirty (30) days following the delivery of such notice], and with the exchange of such discharge or assignment for the monies owing to the Corporation therefor to take place in the Land Registry Office for the Land Titles Division of Toronto (No. 66), or at such other place and time as may be agreed upon by said parties. On the date scheduled for the delivery of the said discharge or assignment, and upon receipt of the full amount secured by the said lien or charge, the Corporation shall execute and deliver to said party the discharge or assignment of said lien or charge, in registrable form.

4) It is expressly understood that this Condominium has been designed and constructed with one bulk meter for gas consumption and one bulk meter for water (which will measure and gauge, respectively, the gas and water consumed or utilized by all of the units and common element areas in this Condominium, en bloc). The Corporation will accordingly receive a bulk invoice for the gas service utilized or consumed by all of the units and common elements as a whole, from the local gas authority, pursuant to a reading taken by such authority on a bulk meter basis (hereinafter referred to as the "**Bulk Gas Bill**"), and the Corporation will also receive a bulk invoice for the water service utilized or consumed by all of the units and common elements as a whole, from the local water authority, pursuant to a reading taken by such authority on a bulk meter basis (hereinafter referred to as the "**Bulk Water Bill**"), and the Corporation shall pay the Bulk Gas Bill and the Bulk Water Bill on behalf of all of the respective unit owners in this Condominium, as and when due. However, separate check or consumption meters appurtenant to each of the Residential Townhouse Units have been installed for the purposes of measuring and gauging, respectively, the gas service and water service consumed by each Residential Townhouse Unit, and the Corporation shall cause the check or consumption hydro meters appurtenant to each of the Residential Townhouse Units to be read periodically, and shall thereafter issue and submit its own separate invoice(s) to the owners of each of the Residential Townhouse Units, reflecting the cost of gas and water consumption, respectively, attributable to such Residential Townhouse Unit (with the cost of gas and water service so attributable to each Residential Townhouse Unit being hereinafter referred to as such owner's "**Proportionate Share of Utility Consumption**" or "**P.S.U.C.**"). It is expressly understood that the provisions of clauses b) and c) of this section pertaining to P.S.H.C. shall apply *mutatis mutandis* to such P.S.U.C.

Section 23A - Use of the Guest Suite Unit

The Guest Suite Unit shall only be used to provide overnight accommodation for the guests of the owners and/or tenants of the dwelling units in the Condominium, and a damage deposit, together with a service/cleaning charge, will have to be paid, in advance, for each night of occupancy thereof. The use of said Guest Suite Unit shall be subject to the terms and provisions of any applicable by-laws and regulations of the Governmental Authorities, and any agreement(s) entered into by the Corporation, with any management/cleaning firm pertaining to same, and shall also be governed by the rules and regulations of the Corporation Committee in force from time to time.

Section 24 - Use of the Parking Units

Each parking unit shall be used and occupied only for motor vehicle parking purposes, in strict accordance with the rules of the Corporation in force from time to time. Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the board, the term "motor vehicle", when used in the context of parking units, shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan or truck not exceeding 2 metres in height, and shall exclude any type of commercial vehicle, truck, trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the board may wish to exclude from the property, from time to time), but shall nevertheless specifically include any construction and/or loading vehicles used by the Declarant and/or any of its employees, agents, representatives or contractors in the course of constructing, completing, servicing and/or maintaining this Condominium or any portion thereof. The owner of a parking unit may park one or more vehicles within the boundaries of such parking unit, provided however that in no instance shall any portion of any motor vehicle parked within a parking unit protrude beyond the boundaries thereof, nor encroach upon any portion of the common elements. The owner of a parking unit shall maintain such unit in a clean, broomswept and sightly condition. The Corporation may make provision in its annual budget for the cleaning and sweeping of the parking units, either in their totality, or in groups of parking units. No garage door or enclosure of any kind whatsoever shall be installed or erected upon or within any parking unit.

Section 25 - Use of the Locker Units and Storage Locker Unit

- a) Each locker unit and storage locker unit shall be used and occupied for storage purposes, and for such general or hobby purposes as shall not constitute a nuisance or danger to the other owners, nor to any of the other units or common elements, nor result in the violation or contravention of any applicable zoning or building by-law(s) and/or any fire, health or safety regulation(s) of the Governmental Authorities, and any such use shall be in strict accordance with the rules of the Corporation in force from time to time. The board may, from time to time, restrict the categories of items that may be stored or used in such locker and storage locker units, and which (in the opinion of the board, acting reasonably) may cause a nuisance or danger to the other unit owners, the units and/or the common elements. However, the Declarant shall not be prevented from storing any items within (or using) any locker or storage locker unit(s) owned by it, in any manner and/or for any purposes not expressly prohibited by the applicable zoning by-laws or regulations of the Governmental Authorities.
- b) In addition to the uses permitted by section 25(a) above, the storage locker unit may be used for purposes of a telephone switching and telecommunications station office and to house and operate telephone switching and telecommunications equipment.

Section 26 - Temporary Model Suites

At the time of registration, several unsold dwelling units in this Condominium may be used as temporary model suites for marketing, leasing and/or sales purposes, and the Declarant, its sales staff and their respective invitees and authorized representatives shall be entitled to use the common elements for access to and egress from said model suites. The Declarant shall be entitled to maintain such model suites, together with the right to place or erect on the common elements (and/or within such units being utilized for temporary model suites) all marketing/sale displays and signs, until such time as all dwelling units in this Condominium (or such lesser number as the Declarant may determine in its sole and unfettered discretion) have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof.

PART 6 - LEASING OF UNITS

Section 27 - Notification of lease

- a) In accordance with the provisions of section 83 of the Act, where the owner of a unit leases his or her unit, or renews a lease in respect of his or her unit, the owner shall, within thirty (30) days of entering into a lease or any renewal thereof:
 - i) notify the Corporation in writing that the unit has been leased;
 - ii) provide the Corporation with the lessee's name, the owner's address for service and a copy of the lease or renewal, or a summary of it in accordance with Form 5, as prescribed by section 40 of O.Reg. 49/01 under the Act; and
 - iii) provide the lessee with a copy of this declaration, along with copies of the by-laws and rules of the Corporation.
- b) If a lease of a unit is terminated and not renewed, the owner of the unit shall notify the Corporation in writing of same.
- c) In addition to the foregoing requirements, no owner, other than the Declarant, shall lease his or her unit unless such owner first delivers to the Corporation a binding covenant or agreement signed by the tenant in favour of the Corporation to the following effect:

"I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act 1998, S.O. 1998, as amended, as well as the declaration, by-laws and rules of the condominium corporation during the entire term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of common expenses, unless otherwise provided by the Condominium Act 1998, S.O. 1998, as amended."
- d) Subject only to the provisions of the Act restricting the right of the Declarant to lease units, any dwelling unit owner shall have the right to lease or rent his or her dwelling unit from time to time, for any duration, on any number of occasions, whether in a furnished or unfurnished state, without the consent of the Corporation of the board, and without any restrictions or conditions being imposed with respect thereto, save and except those set forth in clauses (a), (b) and (c) above.
- e) The Corporation shall not, either directly or indirectly, restrict, limit, or interfere with (nor place any conditions upon) the right of any dwelling unit owner to lease or rent his or her dwelling unit, either on a short term or long term lease/licence arrangement and any by-law or rule hereafter passed or enacted which purports to do so shall be deemed and construed to be ultra vires and unenforceable.

Section 28 - Tenant's Liability

No tenant shall be liable for the payment of common expenses unless notified in writing by the Corporation that the landlord/owner of the unit which the said tenant is occupying is in default of payment of common expenses, and requiring the said tenant to pay to the Corporation an amount equal to the defaulted payment, in which case the tenant shall deduct from the rent otherwise payable to the said landlord/owner, an amount equal to the defaulted payment, and shall forthwith pay same to the Corporation.

Section 29 - Owner's Liability

Any owner leasing his or her unit shall not be relieved thereby from any of his or her obligations with respect to the unit, which obligations shall be joint and several with his or her tenant.

PART 7 - MAINTENANCE AND REPAIRS

Section 30 - Maintenance and Repairs to the Units

- a) Save as otherwise specifically provided in this declaration to the contrary, 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 such owner's sole cost and expense, save and except for any requisite repair after normal wear and tear [which is included or encompassed within the obligation to maintain, by virtue of Section 90(2) of the Act] and/or any repair of damage, for which the cost of repair is recovered under any policy of insurance held or maintained by the Corporation, in which case the Corporation shall be obliged to expend such insurance proceeds in order to undertake and complete all requisite repairs to the damaged unit (excluding, however, any and all improvements made to the damaged unit,

as determined by reference to a standard unit for the class of unit to which the unit belongs, as more particularly described in a by-law of the Corporation made under Section 56(1)(h) of the Act, or alternatively described in a schedule prepared by the Declarant and delivered to the Corporation at the turnover meeting in accordance with Section 43(5)(h) of the Act, if and where the board has not yet enacted any such by-law].

- b) Without limiting the generality of the foregoing, each Residential Townhouse Unit owner having:
- a) a forced-air gas furnace and hot water tank (including all pipes, conduits, equipment and appurtenances thereto) constructed or installed by the Declarant as part of his or her Residential Townhouse Unit, shall be responsible for the maintenance and repair thereof (whether installed or located wholly or partially within or beyond the boundaries of the Residential Townhouse Unit), and regardless of whether said hot water tank is (or may be) rented, or subject to a rental equipment contract which purports to transfer the responsibility for the maintenance and repair thereof onto lessor thereof; or
 - b) an air-conditioning condenser(s) (and all appurtenant equipment with respect thereto) installed by the Declarant as part of his or her Residential Townhouse Unit, shall be responsible for the maintenance and repair thereof (whether installed or located wholly or partially within or beyond the boundaries of such Residential Townhouse Unit).
- c) The owner of each Residential Apartment Unit shall be responsible for the cost of maintaining and repairing the complete vertical fan coil unit comprising all or part of the heating/air-conditioning system servicing his or her Residential Apartment unit (whether same is installed or located within or beyond the boundaries of the Residential Apartment unit), provided however that all maintenance and repair work undertaken in connection therewith shall be arranged by the Corporation, and shall be carried out exclusively by the Corporation's authorized contractors, agents and/or representatives, but shall nevertheless be paid for by the affected unit owner immediately upon the Corporation's presentation of an invoice for same, and in the event such invoice is not paid when due, the provisions of subsection (f) hereof shall apply. Each owner of a Residential Apartment Unit shall accordingly notify the Corporation or the Condominium's property manager regarding any needed maintenance and/or repair work to the vertical fan coil unit (and all appurtenant equipment thereto), and shall allow the Corporation's authorized contractors, agents and/or representatives access thereto at all reasonable times in order to carry out said work.
- d) No tinted, coloured, mirrored or foil-lined interior window treatments or coverings shall be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s) so as to be visible from the exterior of the Condominium. For greater clarity, only white or off-white window linings, backings or coverings (or only white or off-white window blinds or shutters) that are visible from the exterior of the Condominium may be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s).
- e) Notwithstanding anything hereinbefore provided to the contrary, each owner shall be responsible for all damages occurring to his or her unit, as well as to any other unit(s) and/or the common elements, which are caused by the failure of such owner to maintain and repair his or her unit in accordance with the provisions of this declaration, save and except for any damages for which the cost of repairing same has been (or will be) recovered or reimbursed under any policy of insurance held or maintained by the Corporation, provided however that such owner who has failed to so maintain or repair his or her unit shall nevertheless be responsible for fully reimbursing the Corporation forthwith for any insurance deductible amount paid or payable by or on behalf of the Corporation in connection with any insured claim submitted or pursued in respect of any such damages.
- f) In accordance with the provisions of Section 92 of the Act, the Corporation shall make any repairs that any owner is obligated to make (and that he or she does not make within a reasonable time), after written notice is given to such owner by the Corporation. In such event, the said owner shall be deemed to have consented to having repairs done to his or her unit (and/or to any exclusive use common element areas appurtenant thereto) by the Corporation, and shall reimburse the Corporation in full for the cost of such repairs, including any legal fees and collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such costs shall bear interest at the rate of twenty-four (24%) percent per annum, calculated monthly not in advance, until paid by said owner. The Corporation may collect such costs in one or more instalments (as the board may decide upon), and same shall be added to the monthly contributions towards the common expenses of such owner after receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and be recoverable as such (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).
- g) In addition to the requirements of section 123 of the Act, which are imposed upon the Corporation when the building has been substantially damaged, the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any unit and their entitlement to exercise the right of the unit owner to vote, notice

that substantial damage has occurred to the property, along with notice of the meeting to be held to determine whether or not to repair such damage.

- h) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, where a unit owner is responsible (pursuant to any of the provisions of this declaration) for the maintenance or repair of any matter, item or component which is not fully accessible from or by such owner's unit or exclusive use common element areas, or alternatively where the Corporation is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance or repair of any portion of such owner's unit, then in either of such circumstances such owner shall be obliged to notify the Corporation of any needed or desired maintenance or repair work with respect to same, and shall provide reasonable access to or through such owner's unit (and any exclusive use common element areas appurtenant thereto) to the Corporation's authorized agents, representatives, employees and/or retained contractors, in order to facilitate such maintenance or repair work by the Corporation's authorized agents, representatives, employees and/or retained contractors, which work shall be carried out and completed at the sole cost and expense of such owner. The Corporation shall accordingly invoice such owner for all costs and expenses incurred in so maintaining or repairing the said matter, item or component (or any portion of the owner's unit as hereinbefore provided or contemplated), and the unit owner shall forthwith pay same to the Corporation, failing which all such costs and expenses shall be added to the monthly contributions towards the common expenses of such owner, and shall be treated in all respects as common expenses, and be recoverable as such (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

Section 31 - Maintenance and Repairs to the Common Elements

- a) Save as otherwise specifically provided in this declaration to the contrary, the Corporation shall maintain, and repair after damage, the common elements, excluding however any improvements to (and/or any facilities, services and/or amenities placed or installed by any unit owner upon) any common element areas set aside for the exclusive use of any owner pursuant to Schedule "F" of this declaration.
- b) In order to maintain a uniformity of appearance throughout this Condominium, the Corporation's duty to maintain and repair shall extend to:
- i) all outdoor landscaping (whether characterized as hard or soft landscaping features or elements) situate within any non-exclusive use common element areas, and for the purposes of this declaration, such maintenance and repair work relative to the outdoor landscaping shall include, without limitation, grass cutting, trimming, fertilizing, weed control and watering;
 - ii) all exterior perimeter fences or decorative walls erected by the Declarant and
 - iii) the exterior surfaces of doors which provide access to the units, and to exterior door frames, exterior window frames and all exterior surfaces of windows [except for the maintenance of the exterior surfaces of windows within any dwelling units accessible by balconies, patios or terraces, in respect of which the responsibility for maintenance only, but not for repairs, shall reside solely with the affected unit owner(s)].
- c) Notwithstanding anything provided in the preceding subsection hereof to the contrary, it is hereby declared that:
- i) each owner shall be responsible for the maintenance of all interior door and interior window surfaces with respect to his or her dwelling unit;
 - ii) each owner having the exclusive use of any balcony, patio or terrace area appurtenant to his or her dwelling unit (in accordance with Schedule "F" annexed hereto), shall be responsible for the cleaning, sweeping and general maintenance thereof, and may install any tile or floor covering within any such balcony or patio area, provided such owner takes all reasonable measures to ensure (as far as reasonably possible) that the concrete surface of such balcony or patio area remains clean, dry and impervious to water penetration (with a view to avoiding concrete deterioration, delamination and/or corrosion), and provided further that:
 - A. any such tile or floor covering is impermeable to water, or bonded to the concrete balcony or patio floor so as to prevent water or moisture penetration onto the concrete surface (and incorporates proper details at all protruding elements, such as drains and/or balcony rail anchors, as well as termination details, such as upturns and downturns at the balcony perimeter);
 - B. details of the installation of such tile or floor covering are supplied by the unit owner to the board or the Corporation's property manager, and such installation has been duly approved by the board or the Corporation's property manager (as the case may be), or alternatively, such proposed tile or floor

covering has been approved for installation by the declarant's original design engineer (at the expense of the unit owner), with such approval being confirmed in writing and addressed and delivered to the board; and

- C. in the event that any such tile or floor covering needs to be removed or replaced in order to accommodate any requisite repair work to the common elements, then the cost of such removal and/or replacement shall comprise part of the common expenses and be paid for by the Corporation, unless the requisite repair work to the common elements is necessitated by (or otherwise attributable to) any damage caused by the affected owner, or by such owner's residents, tenants, invitees or licensees, in which case the cost of removing or replacing any such tile or floor covering shall be borne solely by the affected unit owner;
- iii) save and except as otherwise provided or contemplated in this declaration to the contrary, each owner having the exclusive use of any common element balcony, patio or terrace area appurtenant to his or her dwelling unit, shall not alter or repair same, nor apply any paint, stucco, wallpaper, varnish, stain or other materials or finishes to any portion thereof (nor to any portion of the exterior window glazing), nor alter or change the colour, texture and/or materials constituting same, without the prior written consent of the Corporation;
- iv) each owner having the benefit of interlocking and/or paved stones, planter boxes, wrought iron fences (or any other type of privacy fence or screen) and/or any other landscaping materials, features or elements constructed, erected or installed by the Declarant upon or within (or otherwise affixed to) any exclusive use common element balcony, patio or terrace area appurtenant to the dwelling unit of such owner (hereinafter collectively referred to as the "Exclusive-Use Hard Landscaping Materials"), shall be responsible for the maintenance and repair thereof, provided however that:
 - A. all waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, and all other materials or substances installed by or on behalf of the Declarant immediately beneath (or on the underside of) any interlocking stones, concrete slabs, paved stones and/or planter boxes comprising part of the Exclusive-Use Hard Landscaping Materials shall be maintained and repaired by the Corporation (at no cost to the affected owner);
 - B. if any interlocking stones, concrete slabs, paved stones and/or planter boxes comprising part of the Exclusive-Use Hard Landscaping Materials are required to be removed, replaced and/or reset in order to enable or facilitate the Corporation's maintenance and repair of the aforementioned waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, etc., then the Corporation shall (in the absence of any damage caused thereto by the negligence or wilful misconduct of such owner, or of the residents, tenants, invitees or licensees of such owner's unit) be responsible for the cost of such removal, replacement and/or resetting, and shall (to the extent reasonably possible) restore the same to its original condition (at no cost to the affected owner); and
 - C. no maintenance or repair work which, if implemented by any owner, would entail or give rise to a change in the colour, texture, design, size, style or materials comprising any of the interlocking stones, concrete slabs, paved stones, wrought iron fencing (or any other type of privacy fence or screen), planter boxes and/or other landscaping materials or features installed by the Declarant upon or within (or otherwise affixed to) any such exclusive use balcony, patio or terrace area (and whether or not comprising part of the Exclusive-Use Hard Landscaping Materials), and which are not situate within one or more portable self-contained planter boxes, shall be carried out or implemented by anyone other than the Declarant (or the Declarant's designated employees, agents, representatives or contractors), or by any contractor(s) approved by the board, for and on behalf of the affected owner at such owner's sole cost, risk and expense, without the prior written consent of the Corporation. The foregoing shall not be construed so as to prohibit or restrict any owner having an exclusive use balcony, patio or terrace area appurtenant to his or her dwelling unit from placing, within the confines of such balcony, patio or terrace area, any flowers, plants, trees, shrubs or other landscaping materials which are growing in one or more portable self-contained planter boxes, and the consent of the Corporation need not be sought or obtained with respect thereto.
- v) the owners of any dwelling units having the exclusive use of a common element terrace area appurtenant

to their respective dwelling units pursuant to the provisions of Schedule "F" to this declaration, shall, in addition to being responsible for the maintenance and repair of the Exclusive-Use Hard Landscaping Materials situate within the confines of their respective exclusive use terraces (as outlined in the immediately preceding subparagraph), shall be responsible for the watering, fertilization, de-weeding, trimming, maintenance and ultimate replacement (as and when required) of all flowers, plants, soil materials, shrubs, trees and/or other similar landscaping materials growing or placed within their respective exclusive use terrace areas;

vi) in the event that any owner who is responsible for maintaining and repairing the Exclusive-Use Hard Landscaping Materials situate within the confines of their respective exclusive use common element balcony, patio or terrace area, in accordance with the foregoing provisions of this declaration, fails to do so, then the Corporation's authorized agents, representatives, employees and/or contractors shall be empowered (but not obliged) to enter upon or within any such exclusive use common element area(s) in order to enable the Corporation to carry out and complete the maintenance and repair responsibilities of such delinquent owner, on such owner's behalf, and in such case the said owner shall be responsible for reimbursing the Corporation for all costs and expenses incurred by the Corporation in so doing, and all payments to be made by any owner pursuant to this provision shall be deemed to constitute additional contributions towards the common expenses payable by such owner, and shall be recoverable as such (and with corresponding lien rights in favour of the Corporation similar to the case of common expenses arrears); and

vii) no addition, alteration, maintenance and/or repair work in respect of any portion of the common elements (whether exclusive use or otherwise) which, if implemented by any owner, would entail or give rise to a change in the colour, texture, design, size, style or materials comprising any of the interlocking stones, concrete slabs, paved stones, wrought iron fencing (or any other type of privacy fence or screen), planter boxes, plants, trees, shrubs and/or other hard and/or soft landscaping materials or features installed by the Declarant upon or within any portion of the common elements, and which are not growing or situate within one or more portable self-contained planter boxes, whether in the course of carrying out such owner's maintenance and/or repair responsibilities as hereinbefore provided or otherwise, shall be made or implemented without the prior written consent of the Corporation. The owner effecting or implementing any such addition, alteration, maintenance and/or repair work (or on whose behalf same is being undertaken) shall, despite the consent of the Corporation having been obtained thereto, nevertheless be solely responsible and liable for any damage caused (either directly or indirectly) to any concrete, waterproofing membrane, drainage pipe(s) and/or ancillary equipment, or other component(s) of the common elements, or to any other unit(s), as a result of any such addition, alteration, maintenance and/or repair having been made by or on behalf of such owner (unless such damage was caused by the Corporation's authorized agents, representatives, employees and/or retained contractors carrying out any requisite maintenance and/or repair work), and said owner shall indemnify and save the Corporation harmless from and against all costs, claims, damages and/or liabilities arising therefrom. The foregoing shall not be construed so as to prohibit or restrict any owner of a dwelling unit with an appurtenant outdoor patio, balcony or terrace area, from placing, within the confines of the exclusive use outdoor patio, balcony or terrace area appurtenant thereto, any flowers, plants, trees, shrubs or other landscaping materials which are growing in one or more portable self-contained planter boxes, and the consent of the Corporation need not be sought or obtained with respect thereto.

d) Each owner having the exclusive use of a common element balcony, patio or terrace area appurtenant to his or her dwelling unit shall, upon the Corporation's request, provide access thereto to the Corporation (or to any of the Corporation's authorized agents, representatives, employees and/or retained contractors), for the purpose of facilitating or expediting the maintenance or repair thereof and/or any other unit or common element area in this Condominium, including without limitation, the installation or operation of window-washing equipment, scaffolding and/or a swingstage (in order to facilitate the cleaning of all windows exterior to the dwelling units not accessible by any balcony, patio or terrace area), where applicable.

e) Notwithstanding anything contained in this declaration to the contrary, no one shall bring onto, place, affix, erect or install on or within any balcony, patio or terrace area comprising part of the common elements any object, material or thing that exceeds the permissible load(s) set forth or contemplated in the structural plans or specifications of this

Condominium.

- f) Each owner shall forthwith reimburse the Corporation for the cost of repairs made by the Corporation to any windows, and/or doors serving his or her dwelling unit, following damage to same caused by such owner's negligence or wilful misconduct, or caused by the negligence or wilful misconduct of the residents, tenants, invitees or licensees of his or her unit (or by anyone else for whose actions such owner is responsible, at law or in equity), and where the cost of rectifying any such damage is recoverable under any policy of insurance held or maintained by the Corporation, then the owner responsible for such damage as aforesaid shall forthwith reimburse the Corporation for the deductible amount paid or payable under such insurance policy.
- g) The Corporation shall be responsible for the cost of repairing and/or replacing all door locks respectively leading into each of the dwelling units that were originally installed by the Declarant and keyed to the Corporation's master key entry system, unless any such lock has been damaged by any owner, or by such owner's residents, tenants, invitees or licensees, in which case the Corporation shall undertake and complete such repair or replacement, but the cost of same shall be borne solely by the affected unit owner, and any such replacement lock shall likewise be keyed to the Corporation's master key entry system. No one shall be entitled to repair or replace any lock leading into any of the dwelling units without the prior written approval of the board, and without having any such replacement lock keyed to the Corporation's master key entry system.
- h) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby declared and stipulated that where a unit owner is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance or repair of any matter, item or component comprising, involving or associated with any exclusive use common element area appurtenant to his or her dwelling unit, but which matter, item or component is not fully accessible from or by such owner's dwelling unit or exclusive use balcony, patio or terrace area, or alternatively where the Corporation is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance or repair of any portion of such owner's exclusive use common element area, then in either of such circumstances, such owner shall not undertake or complete said maintenance or repair work, but rather shall be obliged to notify the Corporation of the needed or desired maintenance or repair work with respect to same, and shall provide reasonable access to or through such owner's unit (and to any exclusive use common element areas appurtenant thereto) to the Corporation's authorized agents, representatives, employees and/or retained contractors in order to facilitate such maintenance or repair work by the Corporation's authorized agents, representatives, employees and/or retained contractors, and said work shall be carried out and completed at the sole cost and expense of such owner (unless the Corporation was obliged to carry out said work, at its sole cost and expense, in accordance with any of the foregoing provisions hereof). In those circumstances where the owner is solely responsible for the cost of any maintenance or repair work undertaken by the Corporation's authorized agents, representatives, employees and/or retained contractors as hereinbefore provided, the Corporation shall invoice such owner for all costs and expenses incurred in connection with any such maintenance or repair work so undertaken, and the unit owner shall forthwith pay same to the Corporation, failing which all such costs and expenses shall be added to the monthly contributions towards the common expenses of such owner, and shall be treated in all respects as common expenses, and be recoverable as such (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).
- i) In light of the fact that:
 - i) Section 90(2) of the Act provides that the obligation to maintain includes the obligation to repair after normal wear and tear;
 - ii) Sections 93 to 95 inclusive of the Act oblige the Corporation to establish and maintain one or more reserve funds to cover the major repair and replacement of the common elements and assets of the Corporation;
 - iii) a unit owner who is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance of any matter, item or component comprising, involving or associated with any exclusive use common element area appurtenant to his or her unit, may accordingly be liable for any necessary repairs to such matter, item or component once same has deteriorated in the normal course of use, even though the Corporation may have adequate reserve funds to cover the cost of any major repair work thereto or the replacement thereof;
 - iv) repair after normal wear and tear (which falls under the rubric of maintenance) that becomes the responsibility of the unit owner individually, rather than of the Corporation, could be prejudicial or detrimental

to the best interests of the Corporation, particularly if the requisite work involves (or may otherwise affect) the structural integrity of any portion of the building(s) comprising the Condominium, and is not carried out and completed in a proper, diligent and professional manner; and

- v) Section 176 of the Act confirms that one cannot contract out of any provisions of the Act (including the alteration of the definition of maintenance or repair established by the Act), while Section 91 of the Act allows the declaration to alter or re-allocate the obligations of maintenance and repair respectively, between the Corporation and any one or more unit owners;

it is hereby declared and stipulated that notwithstanding anything hereinbefore or hereinafter provided in this declaration to the contrary, in those circumstances where a unit owner is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance or repair of any matter, item or component comprising, involving or associated with any exclusive use common element area appurtenant to his or her unit (excluding however all improvements made thereto which were not originally installed by or on behalf of the Declarant), then such obligation to maintain or repair shall automatically shift to (and devolve upon) the Corporation immediately before the earlier of:

- A) the date when such matter, item or component has been damaged [provided however that if such damage has been caused, either directly or indirectly, by or through the fault, negligent act or omission of the affected owner (or of such owner's residents, tenants, invitees and/or licensees), then the Corporation shall attend to the repair of such damage, but such repair shall be carried out at the sole cost and expense of the affected owner, and the latter shall fully indemnify and save the Corporation harmless from all costs, damages, expenses and/or liabilities incurred by the Corporation in doing so]; or
- B) the date when such matter, item or component has (through normal wear and tear) deteriorated to the point where it requires repair or replacement (for health or safety reasons, or for any other legitimate reason as may be determined by the board from time to time);

whereupon the Corporation shall be solely responsible for the maintenance and repair thereof, and the affected unit owner shall correspondingly be obliged in such circumstances to notify the Corporation of such required maintenance or repair work, and the Corporation's authorized agents, representatives, employees and/or retained contractors shall thereafter carry out such maintenance or repair work, at the Corporation's sole cost and expense (either as a direct expenditure from the Corporation's reserve fund or otherwise), unless the matter, item or component is being repaired because of damage caused by the fault, negligent act or omission of the affected owner (or of such owner's residents, tenants, invitees and/or licensees), in which latter case the entire cost of the repair work shall be borne solely by the affected owner as hereinbefore provided. Once the said matter, item or component has been fully repaired, restored or replaced by the Corporation as aforesaid, then the ongoing obligation thereafter to maintain or repair same shall revert back to the affected owner, as previously provided for in this declaration, subject however to the same automatic shifting of said obligation onto the Corporation at the times and in the circumstances expressly contemplated in subparagraphs A) and B) above.

PART 8 - INSURANCE

Section 32 - Insurance Maintained by the Corporation

a) **All-Risks Insurance**

The Corporation shall obtain and maintain insurance against "all risks" (including insurance against damage caused by fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy, as well as insurance against such other perils or events as the board may from time to time deem advisable, in respect of the Corporation's obligation to repair, and in respect of the unit owners' interests in the units and common elements, in connection with any damage to:

- i) the common elements, including any improvements or betterments made to the Condominium's recreational facilities and amenities (or any portion thereof) from time to time;
 - ii) the personal property owned by the Corporation, but excluding all furnishings, furniture and other personal property supplied or installed by any of the unit owners; and
 - iii) the units, except for any improvements or betterments made thereto or acquired by any of the unit 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) Public Liability and Boiler Insurance

The Corporation shall obtain and maintain public liability and property damage insurance, together with boiler insurance (if applicable), with limits to be determined by the board, insuring the Corporation against its liability resulting from breach of its duty as occupier of the common elements, and/or arising from the ownership, use and/or operation (by or on behalf of the Corporation) of boilers, machinery, pressure vessels and/or motor vehicles.

c) General Provisions Regarding Policies of Insurance

The foregoing policy or policies of insurance shall be required to insure the interests of the Corporation and the unit owners from time to time, as their respective interests may appear (with all mortgagee endorsements being subject to the overriding provisions of the Act, this declaration, and the provisions of any applicable insurance trust agreement), and same shall contain (and be subject to) the following provisions, namely:

- i) all proceeds arising from any loss shall be payable to the Insurance Trustee (as hereinafter defined), save and except that when the amount receivable from the insurer for any loss arising out of any one occurrence does not exceed fifteen (15%) percent of the replacement costs of the property covered by the policy or policies of insurance, then the proceeds of such loss shall be payable to the Corporation, and not to the Insurance Trustee;
- ii) waivers of subrogation against the Corporation, its managers, agents, employees and servants, and against the unit owners, and their respective residents, tenants, invitees or licensees, except for damage arising out of arson or fraud caused by any one of the above;
- iii) such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days prior written notice sent by registered mail to all parties whose interests appear thereon, and to the Insurance Trustee (as hereinafter defined), and to any first mortgagee who has a mortgage or charge registered against twenty-five (25%) percent or more of the dwelling units in this Condominium;
- iv) waivers of any defence based on co-insurance, or on any invalidity arising from any act, omission, or breach of a statutory condition, by any insured;
- v) provisions that the same shall be primary insurance in respect of any other insurance carried by the unit owner(s); and
- vi) waivers of the insurer's obligation or requirement 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.

Section 33 - General Provisions Regarding the Condominium's Insurance

- a) Prior to obtaining any policy or policies of insurance, and every three (3) years thereafter, and at such other times as the board may deem advisable (and also upon the request of any first mortgagee having a charge or charges registered against twenty-five (25%) per cent or more of the dwelling units), the board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the common elements and assets of the Corporation, for the purpose of determining the amount of insurance to be effected, and the cost of such appraisal shall be a common expense.
- b) The Corporation, the board, and its officers shall have the exclusive right, on behalf of the Corporation 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 to adjust any loss to his or her unit.
- c) Every mortgagee shall be deemed to have agreed to waive any right to have the proceeds of any insurance applied on account of the mortgage. This subsection (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent to matters at meetings of owners if the mortgage itself contains

such a provision, or the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired or replaced.

- d) A certificate or memorandum of all insurance policies (and endorsements thereto) maintained by the Corporation shall be issued as soon as possible to each owner, and the duplicate original or certified copy of all such policies shall be delivered to each mortgagee who has notified the Corporation of his or her interest in any unit. Renewal certificates or certificates of new insurance policies shall be furnished to each owner, and renewal certificates or copies of new insurance policies shall be furnished to each mortgagee who has notified the Corporation of his or her interest in any unit, no later than ten (10) days before the expiry of any current insurance policy. The master policies of the Corporation's insurance coverage shall be kept and maintained in the office of the Corporation (or at the office of the Corporation's property manager from time to time), available for inspection by any owner or mortgagee on reasonable notice to the Corporation.
- e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided for in this declaration.

Section 34 - Indemnity Insurance for Directors and Officers of the Corporation

The Corporation shall obtain and maintain insurance for the benefit of directors and officers of the Corporation, in order to indemnify them against any liability, cost, charge or expense (the "Liabilities") incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against the Liabilities incurred as a result of a contravention of the provisions of the Act.

Section 35 - Insurance Maintained by the Individual Unit Owners

It is acknowledged that the insurance described in the foregoing provisions of this declaration constitutes the only insurance coverage required to be obtained and maintained by the Corporation, and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner at his or her sole cost or expense, namely:

- a) Insurance on any additions or improvements made to the owner's unit (to the extent that same are not included as part of the standard unit for the class of unit to which the owner's unit belongs, and correspondingly not covered by the insurance obtained and maintained by the Corporation), together with insurance on any furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his or her unit, as well as such owner's personal property and chattels stored elsewhere on the property, including his or her automobile(s) and/or bicycle(s), as well as insurance for the loss of use and occupancy of the owner's unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation and its directors, officers, managers, agents, employees and designated representatives from time to time, and against all other unit owners (and any residents, tenants, invitees or licensees of such other units), except for any damage arising from or in connection with any vehicle impact, arson, fraud, vandalism or malicious mischief caused or contributed by any of the aforementioned parties or individuals;
 - b) Public liability insurance, covering the liability of any owner (including any resident, tenant, invitee or licensee of such owner's unit), to the extent that any damage occasioned to any other units or to the common elements is not covered by any public liability and/or property damage insurance obtained and maintained by the Corporation;
 - c) Insurance covering additional living expenses incurred by an owner, if forced to leave his or her unit by one of the hazards protected against under the owner's personal insurance policy;
 - d) Insurance covering any special assessments levied against an owner's unit by the Corporation;
 - e) Contingent insurance coverage, in the event that the Corporation's insurance is inadequate to fully cover any particular damage or injury involving or otherwise affecting any owner;
 - f) Insurance covering any deductible amount under the Corporation's master insurance policy, that is payable by an owner or for which an owner may be responsible for reimbursing the Corporation; and
- Any other insurance deemed necessary or desirable by any owner and his or her insurance advisors.

Section 36 - Indemnification of the Corporation by Owners

Each owner shall indemnify and save the Corporation harmless from and against any loss, cost, damage, injury or liability which the Corporation may suffer or incur resulting from (or caused by) any act or omission of such owner, or of any

resident, tenant, invitee or licensee of such owner's unit, to the common elements or to any unit(s), except for any loss, cost, damage, injury or liability insured against by the Corporation and for which proceeds of insurance sufficient to cover any such loss, cost, damage, injury or liability are paid or payable directly to (or for the benefit of) the Corporation. All payments to be made by any owner pursuant to this section shall be deemed to be additional contributions toward the common expenses payable by such owner, and shall be recoverable as such (with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears). Without limiting the generality of the foregoing, and notwithstanding anything contained in this declaration to the contrary, all costs and expenses (including legal fees on a solicitor and his/her own client basis, as well as all applicable disbursements) incurred by the Corporation by reason of a breach of the Act, this declaration, any by-law(s) and/or rule(s) of the Corporation in force from time to time (including a breach of any agreement authorized by any by-law of the Corporation), committed by any unit owner or by any resident(s) of such owner's unit, and/or by said owner's respective tenants, invitees or licensees, shall be fully borne and paid for by (and shall ultimately be the sole responsibility of) such owner, and such owner shall accordingly be obliged to forthwith reimburse the Corporation for the aggregate of all such costs and expenses so incurred, failing which same shall be deemed for all purposes to constitute an additional contribution towards the common expenses payable by such owner, and shall be recoverable as such (with corresponding lien rights in favour of the Corporation against such owner's unit, similar to the case of common expense arrears).

Section 37 - Insurance Trust Agreement

- a) The Corporation shall enter into, and at all times maintain, an insurance trust agreement (hereinafter referred to as the "**Insurance Trust Agreement**") with a trust company registered under The Loan and Trust Corporations Act R.S.O. 1990, as amended, or with a chartered bank or other firm qualified to act as an insurance trustee (hereinbefore and hereinafter referred to as the "**Insurance Trustee**"). Save as hereinafter otherwise provided, the Insurance Trust Agreement shall provide that the Insurance Trustee shall hold all insurance proceeds (in respect of any and all claims made under any of the Corporation's insurance policies from time to time) in trust, and shall disburse said proceeds in satisfaction of the respective obligations of the Corporation and the unit owners to repair or replace any damage occasioned to any unit(s) and/or the common elements (or any portion thereof), in accordance with the provisions of the Act and this declaration. If substantial damage has occurred to the Condominium [for which the cost of repair is estimated to equal or exceed twenty-five (25%) percent of the replacement cost of all buildings and structures located on the property, as set out in Section 123(2) of the Act], and the board has registered a notice terminating the government of the property by or under the Act [following an affirmative vote in favour of terminating the Condominium by owners of at least eighty (80%) percent of the units, pursuant to Section 123(7) of the Act], then the Insurance Trustee shall hold all proceeds of insurance received for and on behalf of the owners, in the proportions reflecting their respective interests in the common elements, and shall pay such proceeds (and all other amounts then held by the Insurance Trustee, less all outstanding fees and disbursements owed by the Corporation to the Insurance Trustee pursuant to the provisions of the Insurance Trust Agreement) to the respective owners in such proportions, forthwith following the registration of the aforementioned notice of termination, subject however to paying or applying any owner's proportionate share of such proceeds to pay and satisfy the amount due under any outstanding certificate(s) of lien which may be registered in favour of the Corporation against such owner's unit, and to thereafter pay and satisfy the amount due and owing to any outstanding mortgagees encumbering the owner's unit (in the order of their respective priority). Despite anything contained in this declaration or in any Insurance Trust Agreement to the contrary, it is hereby declared and stipulated that if the proceeds of insurance payable on any one loss or occurrence under any policy of insurance held or maintained by the Corporation amounts to less than fifteen (15%) percent of the replacement cost of the property covered by such policy, then such proceeds shall be paid directly to the Corporation or to any other person whom the Corporation specifies, as expressly provided or contemplated in Section 100(1) of the Act (or alternatively such proceeds shall be re-directed to the Corporation by the Insurance Trustee in accordance with the provisions of the Insurance Trust Agreement), and such proceeds shall correspondingly be promptly utilized by or on behalf of the Corporation for the repair or replacement of the damaged unit(s) and/or common element area(s), as the case may be.
- b) The Insurance Trust Agreement shall commence upon (or be effective from and after) the date of registration of the Corporation, and shall run for a period of twelve (12) months thereafter, and shall be renewed automatically on an annual basis, subject to the overriding right of the Corporation to terminate the Insurance Trust Agreement at any

time, by and upon giving at least sixty (60) days written notice to the Insurance Trustee of the termination date (as expressly provided or contemplated in Section 114 of the Act). If the Insurance Trust Agreement is terminated as aforesaid, then the board of directors shall forthwith cause the Corporation to enter into a new Insurance Trust Agreement with another Insurance Trustee, so that an Insurance Trust Agreement will at all times be in existence to serve the Corporation.

PART 9 - DUTIES OF THE CORPORATION

Section 38 - Duties

In addition to any other duties set out elsewhere in this declaration, and specified in the by-laws of the Corporation, the Corporation shall have the following duties, namely:

- a) To cause heat, hydro-electricity and all other requisite utility services to be provided to the units and common elements;
- b) To ensure that the Recreation Centre is fully functional and operable during normal or customary hours of use (as determined by the Declarant prior to the turnover meeting and thereafter as determined by the board from time to time);
- c) To maintain and repair any retaining walls or exterior perimeter fences erected along the boundaries of the Condominium (or any portion thereof), as well as the Condominium's landscaping treatments and features (including all plantings, and both hard and soft landscaping elements) installed within any common element areas and to clean and remove all dirt, debris and snow from all portions of the internal roadway and garage ramp leading into the underground parking garage serving and benefitting this Condominium;
- d) To abide by, and comply with, the terms and provisions of the following outstanding agreements [and any successor or supplementary agreement(s) with respect thereto] which are (or may be) registered against the units and/or common elements (hereinafter collectively referred to as the "**Outstanding Municipal Agreements**"), including, without limitation an outstanding site plan/development agreement between the Declarant, the City of Toronto (the "**City**"), pertaining to the development of the Real Property registered on May 17, 2002 in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument No. E537648;
- e) to enter into an agreement with the Declarant following the registration of this declaration (hereinafter referred to as the "**Licence Agreement**"), if so required by the Declarant or any of the Governmental Authorities pursuant to which the Corporation shall formally grant the Declarant a licence to enter upon the common elements for the purposes of complying with all of the terms and provisions of the Outstanding Municipal Agreements and/or the terms and provisions of any outstanding site works agreement with the City (ie. pertaining to the completion of all grading, landscaping and site plan requirements in connection with the development of the Condominium), which licence shall automatically expire upon the completion and fulfilment of all obligations of the Declarant thereunder (but in no case later than 21 years following the registration of this declaration, in order to obviate any contravention of the subdivision-control and part-lot control provisions of The Planning Act R.S.O. 1990, as amended) and which licence shall be duly authorized by by-law pursuant to the Act.
- f) to enter into an assumption agreement with the Declarant and/or any of the Governmental Authorities, following the registration of this Condominium, if so required by the Declarant and/or any of the Governmental Authorities (hereinafter referred to as the "**Assumption Agreement**"), pursuant to which the Corporation shall formally assume all obligations and liabilities of the Declarant arising under any or all of the Outstanding Municipal Agreements, including the obligation to maintain the works, services and/or facilities constructed or installed by the Declarant upon or within the Real Property;
- f) To grant, following after the registration of this Condominium, if so required by the Declarant, an easement in perpetuity in favour of The Consumers' Gas Company Ltd. (the "**Gas Company**") over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of the Gas Company's gas lines (and all necessary appurtenances thereto) in order to facilitate the supply of gas service to each of the dwelling units in this Condominium, and if so requested by the Gas Company, to enter into (and abide by the terms and provisions of) an agreement with the Gas Company pertaining to the provision of gas service to this Condominium (hereinafter referred to as the "**Gas Agreement**");
- g) To grant, following the registration of this Condominium, if so required by the Declarant, an easement in perpetuity in favour of Bell Canada (hereinafter referred to as "**Bell**"), over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, inspection maintenance and/or

repair of Bell's service pipes, cables, lines and wires (and all related equipment and necessary appurtenances thereto) in order to facilitate the supply of telephone service to each of the dwelling units in this Condominium, and if so requested by Bell, to enter into (and abide by the terms and provisions of) an agreement with Bell pertaining to the provision of telephone and/or other communication services to this Condominium (hereinafter referred to as the "**Bell Agreement**");

- h) To grant, following the registration of this Condominium, if so required by the Declarant, an easement in perpetuity in favour of the local hydro utility authority or provider (hereinafter referred to as the "**Hydro Company**"), over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, inspection, maintenance and/or repair of the Hydro Company's hydro-electric plant, pipes, cables, conduits, service lines, wires and equipment (and all necessary appurtenances thereto) in order to facilitate the supply of hydro-electricity to each of the dwelling units and common elements in this Condominium, and if so requested by the Hydro Company, to enter into (and abide by the terms and provisions of) an agreement with the Hydro Company pertaining to the provision of hydro-electric services to this Condominium (hereinafter referred to as the "**Hydro Agreement**");
- i) To maintain and repair any retaining walls, decorative walls and perimeter fences situate along the boundaries of the Real Property or any portion thereof, and to maintain and repair all landscaping treatments and features situate within all non-exclusive use common element areas of the Condominium;
- j) To grant, following the registration of the declaration, if required by the Declarant, an easement in perpetuity in favour of the local cable television company (the "**Cable Company**") over, under, upon, across and through the common elements, for the purposes of facilitating the installation, operation, maintenance and/or repair of the Cable Company's cable television lines (and all appurtenances thereto) in order to facilitate the supply of cable television service to each of the dwelling units in the Condominium, with each unit owner being separately billed or invoiced for all cable television services so consumed, and if so requested by the Cable Company, to enter into (and abide by the terms and provision of) an agreement with the Cable Company pertaining to the provision of cable television service to the Condominium (hereinafter referred to as the "**Cable Agreement**")
- k) In the event that the Corporation decides to carry out a technical audit of the dwelling units and any other structures located on the Real Property (the "**Technical Audit**") at any time within the first five years following the date of registration of this declaration, then the Corporation shall have a duty to:
 - a) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the engineer(s) or consultant(s) retained to carry out the Technical Audit for the Corporation (the "**Technical Engineer**"), while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of same; and
 - b) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Technical Engineer in connection with the Technical Audit (if the Declarant chooses to do so);for the purposes of facilitating and expediting the rectification and audit process (by 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 Technical Engineer, prior to the finalization of the Technical Audit;
- l) 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, firstly, the Corporation's lien arising pursuant to Section 85 of the Act, against each unit in respect of which the owner has defaulted in the payment of common expenses, and secondly, the lien arising pursuant to the terms and provisions of this declaration (in respect of any P.S.H.C. and/or P.S.U.C. charges applicable to any particular dwelling units where the owners of any such units have defaulted in the payment of those amounts payable to the Corporation in respect of same);
- m) To ensure that the hydro check or consumption meters appurtenant to each of the dwelling units used to measure or monitor each such unit's P.S.H.C. are in good working order and read when required, in accordance with this declaration, with the Corporation submitting separate invoices to owners of each of the dwelling units reflecting such

unit owner's respective P.S.H.C. determined in accordance with the provisions of this declaration;

- n) To ensure that the water and gas check or consumption meters appurtenant to each of the Residential Townhouse Units used to measure or monitor any each such unit's P.S.U. C. are in good working order and read when required, in accordance with this declaration, with the Corporation submitting separate invoices to owners of each of the Residential Townhouse Units reflecting such unit owner's respective P.S.U.C. determined in accordance with the provisions of this declaration;
- o) To purchase the Guest Suite Unit from the Declarant, within 30 days of the registration of this Condominium , at a total purchase price of \$93,220.00. The purchase price shall be paid by the Corporation by the giving back to the Declarant of a vendor take back first mortgage for a ten year term, bearing interest at the rate of seven (7%) per cent per annum, calculated semi-annually, not in advance, repayable monthly principal plus interest with a 10 year amortization period. The Corporation shall execute a land transfer tax affidavit to be attached to the transfer/deed of the Guest Suite Unit from the Declarant to the Condominium and shall cause to be registered on title such transfer/deed of land as well as a charge/mortgage of land reflecting the above payment terms. In the event that the Declarant arranges for a mortgage from a third party lender for the purposes of satisfying all or any part of the purchase price of the Guest Suite Unit, the Corporation shall grant a charge/mortgage of land to such third party lender,(and shall be responsible for all costs associated with the granting of such charge/mortgage) in addition to or in substitution for the vendor take back mortgage hereinbefore described;
- p) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by anyone else, which would prohibit, limit or restrict any unit owner, or any property manager acting on behalf of any unit owner or group of unit owners, from leasing or renting any dwelling unit(s) in this Condominium from time to time, for any duration and on any number of occasions, and whether in a furnished or unfurnished state (with or without ancillary maid, cleaning and/or laundry services), and to ensure that no by-laws or rules are hereafter passed or enacted by the Corporation which would limit, restrict or otherwise affect the minimum duration of any proposed tenancy, license or occupancy period in respect of any dwelling unit(s), and/or impose any restrictions (or additional conditions to be satisfied) regarding the transient residential accommodation arrangements made (or to be made from time to time) by or on behalf of any dwelling unit owner(s); and
- q) To conduct a performance audit pursuant to the provisions of Section 44 of the Act;

PART 10 - GENERAL MATTERS

Section 39 - Rights of Entry

- a) The Corporation, or any insurer of the property (or any part thereof), and their respective agents, employees or authorized representatives, and 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, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies maintained by the Corporation, remedying any condition which might result in damage to the property, and/or carrying out any duty imposed upon the Corporation.
- b) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter a unit at any time without notice, for the purpose of repairing the unit, the common elements or 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 or assets of the Corporation, any unit owner(s) and/or any resident(s), tenant(s), invitee(s) and/or licensee(s) of any unit(s). The Corporation, or any one authorized by it, may determine whether such an emergency exists, in its sole and unfettered discretion, acting reasonably.

- c) If any owner, resident or tenant of a unit is not personally present to grant entry into such unit, then the Corporation, or its agent(s), 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 rights and authority hereby reserved to the Corporation and any insurer as aforesaid, and to their respective agents, employees or authorized representatives, does not (and shall not) impose upon them any responsibility or liability whatsoever for the care or supervision of any unit, except as otherwise specifically provided in this declaration, or in any by-law(s) of the Corporation.

Section 40 - Invalidity

Each of the provisions of this declaration shall be deemed independent and severable, and the invalidity or unenforceability (in whole or in part) of any one or more of such provisions, shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of this declaration.

Section 41 - Waiver

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

Section 42 - Notice

- a) Except as otherwise provided in the Act, or as hereinbefore set forth, any notice, direction or other instrument required or desired to be given or delivered, shall be given as follows:
 - i) **To an owner**, by giving same to him, or to any director or officer of the owner, either personally or by ordinary mail postage prepaid, addressed to him at the address for service given by such owner to the Corporation for its record, or if no such address has been given to the Corporation, then to such owner at his or her respective unit.
 - ii) **To a mortgagee** who has notified the Corporation of his or her interest in any unit, by giving same to such mortgagee or to any director or officer of such mortgagee either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation.
 - iii) **To the Corporation**, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.
 - iv) **To the Declarant**, by giving same to any director or officer of the Declarant, either personally, by bonded courier, or by telefax, addressed to the Declarant at its address for service from time to time.
- b) Where any notice is mailed as aforesaid, such notice shall be deemed to have been received (and to be effective) on the second (2nd) day following the day on which same was mailed.
- c) In the event of a postal strike or other interruption of mail service, all notices shall be delivered personally, by bonded courier or by telefax to the intended party or parties.

Section 43 - Interpretation of the Declaration

This declaration shall be read and construed with all changes of gender and/or number as may be required by the context.

Section 44 - Headings

The headings used throughout the body of this declaration form no part of the declaration, but shall be deemed to be inserted for convenience of reference only.

Section 45 - Statutory References

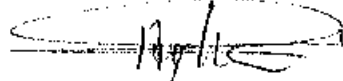
Any reference to a section or sections of the Act in this declaration (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.

DATED at the City of Toronto, this 15th day of December, 2003.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hand of its duly authorized signing officer.

1448433 ONTARIO INC.

Per:



Authorized Signing Officer

I have authority to bind the Corporation.

SCHEDULE "A"

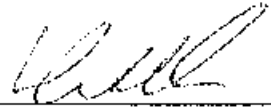
TO THE DECLARATION OF 1448433 ONTARIO INC.

LEGAL DESCRIPTION

In the City of Toronto comprising part of Lots 1 and 2, Plan 3572 and part of Lot 8, Plan 4385 designated as Parts 1 and 2 on Plan 66R-19802 bearing Property Identification Number 10066-0419(LT)

In our opinion, based solely on the parcel register or abstract index, and the plans and documents recorded therein, the legal description set out above is correct, the easement hereinbefore described exists in law and the declarant 1448433 Ontario Inc. is the registered owner of the aforementioned lands.

Messrs. Delzotto, Zorzi, solicitors and duly authorized agents for 1448433 Ontario Inc.

Per: 
Mary Critelli

SCHEDULE "B"

TO THE DECLARATION OF 1448433 ONTARIO INC.

CONSENT

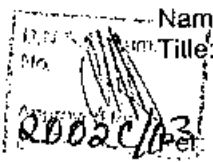
(under clause 7(2)(b) of the *Condominium Act, 1998*)

1. The Bank of Nova Scotia has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number E535003 in the Land Titles Division of the Toronto Registry Office (No. 66).
2. I(We) consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. I(We) postpone the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. I am (We are) entitled by law to grant this consent and postponement.

DATED this 23rd day of October, 2003.

THE BANK OF NOVA SCOTIA

Per: _____
 Name: *Richard*
 Title: _____
RICHARD CLARENCE BURKE
Assistant General Manager
Real Estate Credit
 Name: _____
 Title: _____



We have the authority to bind the Bank.


SCHEDULE "B"TO THE DECLARATION OF 1448433 ONTARIO INC.,CONSENT


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

1. The Guarantee Company of North America has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number E551965 in the Land Titles Division of the Toronto Registry Office (No. 66).
2. I(We) consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. I(We) postpone the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. I am (We are) entitled by law to grant this consent and postponement.

DATED this 14th day of October, 2003.

The Guarantee Company of North America

Per: 
 Name: _____
 Title: PAMELA MARTIN
 SURETY UNDERWRITER

Per: 
 Name: J. MASCITELLI
 Title: MANAGER, SURETY

We have the authority to bind the Corporation.

BAYVIEW MANSIONS

PHASE 1

SCHEDULE "C"

Each Residential Apartment Unit, Residential Townhouse Unit, Guest Suite Unit, Parking Unit, Storage Locker and Locker Unit, shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 3 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 3 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 APARTMENT UNITS**

(being Units 2, 3, 4, 5 and 6 on Level 1, Units 1 to 12 inclusive on Level 2, Units 1 to 11 inclusive on Levels 3 to 11 inclusive, Units 1 to 6 inclusive on Levels 12 and 13, Units 1 to 5 inclusive on Level 14).

2. **BOUNDARIES OF THE GUEST SUITE UNIT**

(being Unit 1 on Level 1).

a) Each Residential Apartment Unit and Guest Suite Unit shall be bounded vertically by:

- i) the upper surface and plane of the concrete floor slab.
- ii) the lower surface and plane of the concrete ceiling slab.

b) Each Residential Apartment Unit and Guest Suite Unit shall be bounded horizontally by:

- i) the backside surface and plane of the drywall sheathing on all exterior walls or walls separating a Unit from the Common Element.
- ii) the unit side surface and plane of all exterior doors, door 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.

3. **BOUNDARIES OF THE RESIDENTIAL TOWNHOUSE UNITS**

(being Units 7, 8, 9 and 10 on Level 1).

a) Each Residential Townhouse Unit is bounded vertically by:

- i) the backside surface and plane of the drywall sheathing and production on the ceiling in the uppermost storey of the unit.

- ii) the lower surface and plane of the wooden ceiling joists situate in the garage portion of the Unit which extends beyond the envelope of the residential portion of the building, being beneath the terrace.
 - iii) the unit side surface and plane of the unfinished concrete floor slab and production in the basement and the garage of the unit.
 - iv) the lower surface and plane of the concrete ceiling slab and production in the garage under the terrace located on the second floor.
- b) Each Residential Townhouse Unit is bounded horizontally by :
- i) the backside surface and plane of the drywall sheathing and production separating one Unit from another Unit or from the Common Element.
 - ii) the unit side surface and plane of all exterior doors, door frames, windows and window frames, said doors and windows being in a closed position and the unit side surfaces of the glass panels contained therein.
 - iii) the unit side surface and plane of the unfinished concrete or concrete block wall in the basement and garage of the Unit.

4. BOUNDARIES OF THE PARKING UNITS

(being Units 1 to 48 inclusive on Level A and Units 1 to 88 inclusive on Level B).

- a) Each Parking Unit shall be bounded vertically by:
- i) the upper surface and plane of the concrete floor slab.
 - ii) the plane established 2.10 metres perpendicularly distant above and parallel to the concrete floor.
- b) Each Parking Unit shall be bounded horizontally by one or a combination of:
- i) the face and plane of the concrete/concrete block wall and/or the production thereof.
 - ii) the vertical plane established by the line and face of the concrete columns and/or the production thereof.
 - iii) the vertical plane established by the centre-line of columns and/or the production thereof.
 - iv) the vertical plane established by measurement.
 - v) the vertical plane established by measurement and perpendicular to the concrete wall.
 - vi) the vertical plane established perpendicular to the concrete wall and passing through the centre-line of the concrete columns and/or the production thereof.
 - vii) the vertical plane established by connecting structural members.

5. BOUNDARIES OF THE LOCKER UNITS

(being Units 49 to 102 inclusive on Level A and Units 89 to 126 inclusive on Level B).

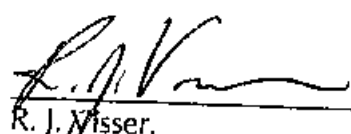
6. BOUNDARIES OF THE STORAGE LOCKER UNIT

(being Unit 103 on Level A).

- a) Each Locker and Storage Locker Unit shall be bounded vertically by one or a combination of:
 - i) the upper surface and plane of the concrete floor slab.
 - ii) the lower surface and plane of the steel wire mesh on the ceiling.
 - iii) the plane established 2.10 metres perpendicularly distant above and parallel to the concrete floor.
- b) A Locker and Storage Locker Unit shall be bounded horizontally by one or a combination of:
 - 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, 2 and 3 of the Description.

Oct. 17, 2003
Dated


R. J. Visser,
Ontario Land Surveyor

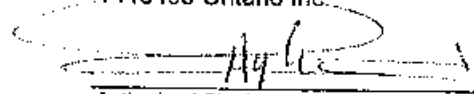
Reference should be made to the provisions of the Declaration, in order to determine the maintenance and repair responsibilities for any Unit and whether specific physical components (such as any wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances)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

BAYVIEW MANSION

SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	Unit No.	Level No.	No. of Units	Proportion of common interest & expenses (expressed as percentages of each unit)				
Guest Suite Unit	1	1	1	0.0001	x	1	=	0.0000
Highrise Dwelling Unit	2	1	1	0.5381	x	1	=	0.5381
	3	1	1	0.6374	x	1	=	0.6374
	4	1	1	0.5767	x	1	=	0.5767
	5	1	1	0.5874	x	1	=	0.5874
	6	1	1	0.6047	x	1	=	0.6047
Townhouse # A	7	1	1	0.3646	x	1	=	0.3646
Townhouse # B	8	1	1	0.3646	x	1	=	0.3646
Townhouse # C	9	1	1	0.3646	x	1	=	0.3646
Townhouse # D	10	1	1	0.3646	x	1	=	0.3646
Highrise Dwelling Unit	1	2	1	0.6101	x	1	=	0.6101
	2	2	1	0.4866	x	1	=	0.4866
	3	2	1	0.4866	x	1	=	0.4866
	4	2	1	0.6419	x	1	=	0.6419
	5	2	1	0.6381	x	1	=	0.6381
	6	2	1	0.5767	x	1	=	0.5767
	7	2	1	0.5874	x	1	=	0.5874
	8	2	1	0.6047	x	1	=	0.6047
	9	2	1	0.6047	x	1	=	0.6047
	10	2	1	0.6047	x	1	=	0.6047
	11	2	1	0.7996	x	1	=	0.7996
	12	2	1	0.7594	x	1	=	0.7594
	1	3-7	5	0.4417	x	5	=	2.2085
	2	3-7	5	0.4774	x	5	=	2.3870
	3	3-7	5	0.8821	x	5	=	4.4105
	4	3-7	5	0.8912	x	5	=	4.4560
	5	3-7	5	0.8502	x	5	=	4.2510
	6	3-7	5	0.7147	x	5	=	3.5735
	7	3-7	5	0.5222	x	5	=	2.6110
	8	3-7	5	0.7525	x	5	=	3.7625
	9	3-7	5	0.7434	x	5	=	3.7170
	10	3-7	5	0.4774	x	5	=	2.3870
	11	3-7	5	0.4380	x	5	=	2.1900
	1	8-11	4	0.4417	x	4	=	1.7668
	2	8-11	4	0.4774	x	4	=	1.9096
	3	8-11	4	0.8821	x	4	=	3.5284
	4	8-11	4	0.9390	x	4	=	3.7560
	5	8-11	4	0.6487	x	4	=	2.5948
	6	8-11	4	0.4813	x	4	=	1.9252
	7	8-11	4	0.5237	x	4	=	2.0948
	8	8-11	4	0.7525	x	4	=	3.0100
	9	8-11	4	0.7434	x	4	=	2.9736
	10	8-11	4	0.4774	x	4	=	1.9096
	11	8-11	4	0.4380	x	4	=	1.7520
	1	12-13	2	0.9965	x	2	=	1.9930
	2	12-13	2	0.8511	x	2	=	1.7022
	3	12-13	2	1.0133	x	2	=	2.0266
	4	12-13	2	1.0610	x	2	=	2.1220
	5	12-13	2	0.9572	x	2	=	1.9144
	6	12-13	2	0.8677	x	2	=	1.7354
	1	14	1	1.1755	x	1	=	1.1755
	2	14	1	0.8511	x	1	=	0.8511
	3	14	1	1.0133	x	1	=	1.0133
	4	14	1	1.0610	x	1	=	1.0610
	5	14	1	1.2702	x	1	=	1.2702
Regular Parking Units	1-45, 48	A	46	0.0486	x	46	=	2.2356
Tandem Parking Units	46,47	A	2	0.0851	x	2	=	0.1702
Locker Unit	49	A	1	0.0243	x	1	=	0.0243
Locker Units	50-102	A	53	0.0122	x	53	=	0.6466
Storage	103	A	1	0.2430	x	1	=	0.2430
Regular Parking Units	1-82, 85-88	B	86	0.0486	x	86	=	4.1796
Tandem Parking Units	83-84	B	2	0.0851	x	2	=	0.1702
Locker Units	89,90	B	2	0.0243	x	2	=	0.0486
Locker Units	91-126	B	36	0.0122	x	36	=	0.4392
								<u>100.0000</u>

1448433 Ontario Inc. hereby certifies the calculations and percentages herein.

1448433 Ontario Inc.

 Authorized Signing Officer
 I have the authority to bind the Corporation

SCHEDULE "E"TO THE DECLARATION OF 1448433 ONTARIO INC..COMMON EXPENSES

- 1) All expenses of the Corporation incurred by it in the performance of its objects and duties, whether such objects and duties are imposed under the provisions of the Act, the declaration, the by-laws or rules of the Corporation.
- 2) All sums of money payable by the Corporation for the procurement and maintenance of any insurance coverage required or permitted by the Act or this declaration, as well as the cost of obtaining, from time to time, an appraisal from an independent qualified appraiser of the full replacement cost of the common elements and assets of the Corporation for the purposes of determining the amount of insurance to be obtained.
- 3) All sums of money payable for utilities and services serving the units and common elements, including without limitation, monies payable on account of:
 - a) water for the Residential Apartment Units and the common elements;
 - b) hydro-electricity for the common elements;
 - c) gas for the Residential Apartment Units and the common elements;
 - d) garbage sorting, storing, recycling and disposal from one or more central garbage areas;
 - e) maintenance and landscaping materials, tools and supplies; and
 - f) snow removal, grounds maintenance and landscaping.

Provided however that:

- g) each of the dwelling units shall be separately sub-metered and invoiced on a periodic basis (either by the Corporation, through the Condominium's property manager, for the cost of hydro-electricity service consumed (predicated on the reading of the check or consumption hydro meter appurtenant to each dwelling unit), and shall be payable by each dwelling unit owner in accordance with the provisions of section 23(b) and (c) of the declaration;
- h) each of the Residential Townhouse Units shall be separately sub-metered and invoiced on a periodic basis by the Corporation, through the Condominium's property manager, for the cost of water and gas service consumed (predicated on the reading of the check or consumption hydro, water and gas meters appurtenant to each Residential Townhouse Unit), and shall be payable by each such unit owner in accordance with the provisions of section 23(d) of the declaration; and
- i) each of the dwelling unit owners shall be separately invoiced for cable television and telephone services;

Accordingly the cost of said hydro, cable television and telephone services so consumed or utilized by each of the Residential Apartment Units and the cost of said hydro, water, gas, cable television and telephone services so consumed or utilized by each of the Residential Townhouse Units shall not constitute or be construed as a common expense, but rather shall be borne and paid for by each owner thereof.

- 4) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property, or for the use and enjoyment of the common elements.
- 5) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance of its objects and duties.
- 6) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by the Corporation, or by the Corporation's duly authorized agents, servants and/or employees for the purpose of performing any or all of the duties of the Corporation, including without limitation, the fees and disbursements of the condominium's property manager.
- 7) All sums of money assessed by the Corporation for the reserve fund to be paid by every owner as part of their contribution towards common expenses, for the major repair and replacement of the common elements and assets of the Corporation, in accordance with the Act and this declaration.
- 8) All sums of money paid by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation.
- 9) All sums of money payable on account of realty taxes (including local improvement charges) levied against the property (until such time as such taxes are levied against the individual units), and against those parts of the common elements that are leased by the Corporation for business purposes, upon which the lessee carries on an undertaking for gain.
- 10) The fees and disbursements of the Insurance Trustee.
- 11) All sums of money paid or payable by the Corporation in order to comply with the duties set forth in this declaration.
- 12) All costs and expenses incurred by the Corporation in the course of enforcing any of the provisions of this declaration, the by-laws and/or rules of the Corporation from time to time (including all agreements authorized

by any of the by-laws of the Corporation) and effecting compliance therewith by all unit owners and their respective residents, tenants, licensees and/or invitees.

- 13) Mortgage, realty tax and common expense payments and all other costs and expenses payable in respect of the Guest Suite Unit to be purchased by the Corporation from the declarant pursuant to section 38(p) of the declaration.

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

- a) the Owner(s) of Residential Townhouse Units 7, 8, 9 and 10 on Level 1 shall have the exclusive use of that portion of the Common Elements designated as Front Yard, being illustrated in heavy outline on Part 2, Sheet 1 of the Description and numbered the same as the unit with the prefix letter "F".
- b) the Owner(s) of Residential Townhouse Units 7, 8, 9 and 10 on Level 1 shall have the exclusive use of that portion of the Common Elements designated as Rear Yard, being illustrated in heavy outline on Part 2, Sheet 1 of the Description and numbered the same as the unit with the prefix letter "R".
- c) the Owner(s) of Residential Apartment Units 2, 3, 4, 5 and 6 on Level 1, shall have the exclusive use of a patio as illustrated in heavy outline on Sheet 1, Part 2 of the Description and numbered the same as the unit with the prefix letter "P".
- d) the Owner(s) of Guest Suite Unit 1 on Level 1, shall have the exclusive use of a patio as illustrated in heavy outline on Sheet 1, Part 2 of the Description and numbered the same as the unit with the prefix letter "P".
- e) the Owner(s) of certain Units on Levels 2 to 14 inclusive, shall have the exclusive use of a terrace/terraces and/or balcony/balconies to which their Units provide direct and sole access as illustrated on Sheets 1 and 2, Part 1 of the Description.
- f) the Owner(s) of Residential Townhouse Units 7, 8, 9 and 10 on Level 1, shall have the exclusive use of a Terrace to which their Units provide direct and sole access as illustrated on Sheet 1, Part 1 of the Description.

Condominium Act, 1998

SCHEDULE "G"

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

I certify that:

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

(Check 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
5. ✓ All elevating devices as redefined 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.
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
9. ✓ All installations with respect to the provision of electricity are in place.
10. ✓ There are no indoor and outdoor swimming pools.
11. ✓ Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 22nd day of October, 2003.


Name: Attila Burka, OAA, MRAIC
Title: Architect
Burka Varacalli Architects

O. Reg. 48/01, Form 2



DELZOTTO, ZORZI
BARRISTERS & SOLICITORS

VIO DELZOTTO, Q.C.
STEVEN B. WEISS
RICHARD P. HOFFMAN

HARRY HERSKOWITZ
ROBERT M. FREEDMAN
ROBERT W. CALDERWOOD

EDWARD P. MICHELI
MARK L. KAROLY
DAVID E. KELMAN

MARY G. CRITELLI
LORI R. TANIEL
ALEXANDER A. FOUNDOS

HAND DELIVERED

December 22, 2003

TORONTO LAND REGISTRY OFFICE (No. 66)
Toronto, Ontario

Attention: Land Registrar

Dear Sir(s):


RE: The development by 1447433 Ontario Inc. ("**Ontario**" or the "**Vendor**" or the "**Declarant**") of a residential condominium project comprising 133 residential apartment units, 4 residential townhouse units, 136 parking units, 92 locker units, 1 guest suite unit and 1 storage locker unit (hereinafter referred to as the "**Condominium Project**") situate on the lands and premises municipally known as **2 Clairtrel Road, Toronto, Ontario**(hereinafter referred to as the "**Real Property**")

Please be advised that the declarant/builder of the above-captioned Condominium Project is **1447433 Ontario Inc.** The declarant/builder's mailing address and address for service is **330 Highway #7 East, Penthouse 3, Richmond Hill, Ontario, L4B 3P8.**

Yours very truly,

DELZOTTO, ZORZI

Per:


Mary Critelli

MC/mg
Encls.

U:\Relestate\MARY_C\Payview\Misc\nt\Letter to Land Titles attached to declaration.wpd

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1574
("TSCC 1574" or the "corporation")

ELECTRIC VEHICLE CHARGING STATION POLICY

PREAMBLE

In May of 2018, Ontario Regulation 48/01 made pursuant to the *Condominium Act, 1998* (the "**Regulations**") was amended to include, among other things, new provisions aimed at facilitating the installation of electric vehicle charging stations ("**EV Charging Stations**") in existing condominium corporations, including EV Charging Stations installed at an owners' request.

In anticipation of owners' interest in installing EV Charging Stations, the board of directors of the corporation ("**the Board**") undertook an assessment of the electrical capacity of the building for the specific purpose of determining the potential number of EV Charging Stations that could be accommodated. An electrical engineer and a qualified electrical company specializing in EV Charging Stations were each engaged for the purpose of the assessment. The results of the assessment indicated that an electrical infrastructure upgrade would be required in the building in order to accommodate the anticipated demand for EV Charging Stations in the longer term. In order to ensure that owners are treated fairly and that all owners do not subsidize the costs for those owners with an interest in an EV Charging Station, the corporation will be requiring owners who request an EV Charging Station installation to reimburse the corporation for the reasonable proportionate share of any infrastructure upgrade costs required.

In light of the changes introduced by the Regulations, and as a result of the assessment performed by the corporation and the recommendations received as a result thereof, the Board has developed the policy that follows for the purpose of assisting interested owners in applying for the installation of EV Charging Stations by setting out the terms, conditions and information that will need to be considered by owners in submitting their application.

The corporation may amend this policy from time to time.

BUILDING ELECTRICAL CAPACITY

The following sets out the terms, conditions and information regarding the corporation's electrical capacity:

1. **Limited Electrical Capacity:** The installation of EV Charging Stations requires the corporation to make upgrades to its existing electrical infrastructure. The corporation's engineering consultants have confirmed that said upgrades will require material expenditures and have also advised that the corporation's present capacity cannot accommodate an EV Charging Station in every individual parking unit within the corporation. Accordingly, the Board, in its sole and absolute discretion, may refuse an EV Charging Station Application (as described below), in accordance with the Regulations. Furthermore, the Board shall ensure that it reserves a reasonable percentage of electrical capacity for the benefit of property or assets of the corporation.

2. **First-Come-First-Served:** In appreciation of the corporation's limited electrical capacity, EV Charging Station Installations will be available to owners on a first-come-first-served basis.
3. **Reimbursement of Infrastructure Upgrade Costs:** As noted, the engineering assessment performed by the corporation has confirmed that its existing electrical infrastructure will accommodate only a limited number of EV Charging Stations. In order to accommodate the anticipated demand for EV Charging Stations in the longer term, the electrical infrastructure may require further upgrades. Such upgrades may be made by the Board in accordance with the Regulations. In order to ensure that the interests of all owners are adequately addressed and that all owners are treated fairly, an owner requesting permission for the installation of an EV Charging Station will be required to reimburse the corporation for the reasonable proportionate share of any infrastructure upgrade costs required.

EV CHARGING STATION INSTALLATION REQUIREMENTS

The following sets out the terms, conditions and information that an owner must satisfy and/or provide, as the case may be, when requesting the installation of an EV Charging Station:

1. **Permitted Installation Areas:** EV Charging Stations will *only* be permitted within the boundaries of the individual parking units. An EV Charging Station shall not be installed in any manner that would impede, obstruct and/or interfere with any other individual parking unit and/or the common element portion of the garage. In accordance with the Regulations, the Board may also require that an EV Charging Station be installed in an alternative manner or location.
2. **Only Owners May Request EV Charging Stations:** The parking units in the corporation are "deeded" to unit owners. Accordingly, only owners are authorized to submit an EV Charging Station Application (as described below). Tenants interested in such an installation must obtain the prior written approval of the owner of the parking unit.
3. **Permitted EV Charging Stations:**
 - a. In order to ensure fairness to all owners, including owners with EV Charging Stations, compatibility with the corporation's electrical infrastructure, continuity and consistency in the installation of EV Charging Stations, the Board may, acting reasonably, select and impose restrictions on the following:
 - i. The model(s) of EV Charging Stations that will be permitted for installation;
 - ii. The supplier(s) and/or installer(s) of the pre-approved EV Charging Stations; and,
 - iii. The location and manner in which the installation of an EV Charging Stations is to be carried out.

- iv. For clarity, the Board may require an owner to install a certain type of charger, use a specified supplier, or complete the installation in an alternative manner or location, in order to ensure consistency, compatibility with the existing electrical infrastructure and other EV Charging Stations and to manage the electrical capacity of the building.
 - b. Each EV Charging Station must meter its electricity consumption. Any arrangements with respect to the billing and/or costs of the electricity consumption must be agreed to, in writing, by the owner and the Board. Regardless of the arrangement agreed to, the corporation shall not be responsible for the costs of the electric consumption related to any EV Charging Station.
 - c. As of the date of this policy, the Board has determined that either wall-mounted or pedestal charging stations may be approved for installation. The level type of EV Charging Station and model(s) will be determined by an owner's vehicle requirements.
4. **Application Requirement:** In accordance with the Regulations, owners must submit an EV Charging Station Application (the "**Application**") to the Board, detailing the owner's request for the installation of an EV Charging Station together with associated electrical components (i.e. circuit breakers, conduits, wiring, and other related equipment). The Application must be in writing and must: (i) identify the owner and the owner's address for service; (ii) be signed by the owner; and, (iii) must include drawings, specifications and/or information with respect to the proposed installation. The Board will consider and respond to the owner's Application in accordance with the requirements in the Regulations. Any costs associated with an owner's request for an EV Charging Station and/or an Application, including, but not limited to, the review of the Application, its drawings, specifications, or information pertaining to the Application, shall be borne by the owner.
5. **Agreement Requirement:** Pursuant to the Regulations, where an owner's application is approved by the Board, the owner and the corporation are required to enter into an Agreement that will be registered on title to the owner's unit (parking and residential unit) (the "**Agreement**"), addressing among other things: (a) the manner of installation; (b) the allocation of costs for the installation; (c) the owner's ongoing duties with respect to the EV Charging Station, including costs for, among other things, the use, operation, maintenance, repair and replacement of the EV Charging Station; (d) the owner's responsibility to insure the EV Charging Station; (e) ownership of the EV Charging Station; and, (f) cessation of the use and operation of the EV Charging Station, or the termination of the agreement. The Agreement will not take effect and the EV Charging Station cannot be installed until the Agreement is registered on title.

TERMS AND CONDITIONS OF THE REQUIRED AGREEMENT

The Agreement that must be entered into between the owner and the corporation pursuant to the Regulations will be on such form as determined by the Board from time to time, acting reasonably, and will include, but will not be limited to, the following terms and conditions:

- a. The owner will be required to pay for all of the following costs:
 - i. procuring/purchasing the pre-approved model of EV Charging Station;
 - ii. installation costs of EV Charging Station;
 - iii. electricity consumption costs;
 - iv. payment to the corporation of the sum representing the each owner's reasonable proportionate share of any infrastructure upgrade costs required;
 - v. costs in connection with the software services for the EV Charging Station; and,
 - vi. the cost of the preparation of the Agreement and the registration of the Agreement on title.
- b. The owner will be required to retain a certified electrical contractor to install the EV Charging Station in the owner's parking unit, at the owner's cost and expense;
- c. If necessary, the corporation shall install any required infrastructure upgrades and any wiring required on the common elements from the power source to the parking unit, at the owner's cost and expense;
- d. The owner will be required to perform all necessary inspections in connection with the installation, including, but not limited to, an inspection by the Electrical Safety Authority. All inspection are to be done at the owner's cost and expense. Written proof of such inspections shall be provided to the corporation, upon request;
- e. The owner will obtain all necessary permits for the installation, if required, and comply with all applicable laws, codes, and regulations in connection with the use, operation, maintenance, repair and replacement of the EV Charging Station;
- f. The owner may be required to enter into a direct agreement with the supplier/installer of the EV Charging Station with respect to the metering, use, consumption and operation of the EV Charging Station, including the use of the software service to the EV Charging Station, and payment of electricity consumption costs;

- g. The owner will be responsible for the ongoing maintenance, repair and replacement of the EV Charging Station, and for all damage caused to or by the EV Charging Station;
- h. The owner shall indemnify and save the corporation harmless from any loss, costs, damages, injury or liability, which the corporation may suffer or incur resulting from or caused by the EV Charging Station.
- i. The owner shall maintain insurance for the EV Charging Station at all times at the owner's cost and expense, and shall provide proof of same to the corporation annually.
- j. Ownership of the EV Charging Station will remain with the owner.

USE OF EV CHARGING STATIONS

- 1. No person under the age of eighteen (18) shall be permitted to use EV Charging Stations.
- 2. All equipment related to the EV Charging Station shall be contained within the owner's parking unit. In addition, EV Charging Station shall not, in any way, impede, obstruct and/or interfere with any other individual parking unit and/or the common element portion of the garage.
- 3. EV Charging Station users are responsible for any repairs, maintenance, and replacement of their EV Charging Station. However, any and all damage to the EV Charging Station and/or its appurtenant components shall be immediately reported to Property Management.
- 4. EV Charging Station users shall make reasonable efforts to disconnect the EV Charger from their electrical vehicle once it is fully charged.
- 5. If an EV Charging Station is not used for a period of longer than six (6) months, and if requested by the Board, the owner shall disconnect and/or remove the EV Charging Station, to release the electrical capacity for other residents desiring to install and/or use an EV Charging Station.
- 6. All EV Charging Stations shall be maintained in a sightly and clean manner.

GENERAL

- 1. **Severability:** Each of the provisions of this Policy, and any corresponding policies passed by the Board from time to time, shall be deemed to be independent and severable. The invalidity of any part or parts of this rule shall not impair or affect, in any manner, the validity and enforceability of the balance hereof.
- 2. **Waiver:** the failure to take action to enforce any provision contained in this Policy, irrespective of the number of violations or breaches which may occur shall not constitute a waiver of the right to do so thereafter, nor shall same be deemed to abrogate or waive any such provisions.


The foregoing policy is hereby enacted by Toronto Standard Condominium Corporation No. 1574, said policy having been passed by the Board on 16th day of August, 2019.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1574**

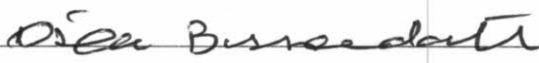
Per:
Name:
Title:


President

Per:
Name:
Title:


Secretary

Per:
Name:
Title:


Treasurer

We have authority to bind the corporation.