

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:

1540340 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";

AND WHEREAS the Declarant has constructed one low-rise building and one high-rise building upon the Real Property comprising in the aggregate 363 dwelling units (including 331 Highrise Dwelling Units, 10 Wing Level 1 Dwelling Units and 22 Building B Dwelling Units), 242 parking units, 9 parking/locker units, 2 locker units, 238 bicycle storage/locker units and 2 guest suite units 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 and that the registration of this declaration and the description will create a freehold standard condominium corporation.

CAUTION: Those portions of the condominium building shown in hatched outline on Part 1 Sheet 1 of the description encroach upon the adjoining lands and is not governed by the *Condominium Act, 1998* and is the subject of an agreement registered as Instrument No. AT2559700.

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 "**bicycle storage/locker units**" shall mean units 1, 2 and 114 to 194, both inclusive, on level A and units 141 to 295, both inclusive on level B of the Condominium and to be used solely for the purposes set out in section 30 of this declaration;
- c) the "**Board**" or "**board**" shall mean the board of directors of this Condominium from time to time;
- d) "**Building A**" means the building comprising part of the Condominium which includes the Tower and the Wing;
- e) "**Building B**" shall mean the separate six storey building located to the west of the Tower and west of the Homewood Avenue extension, and which comprises part of the Condominium;
- f) the "**Building B Dwelling Units**" shall mean units 11 to 19, both inclusive, on level 1, units 14 to 21, both inclusive on level 2, units 17 to 19, both inclusive on level 4, and units 12 and 13, both inclusive, on level 5 (each of which is hereinafter sometimes individually referred to as a "**Building B Dwelling Unit**");
- g) "**car-share**" means the practice whereby a number of people share the use of one or more motor vehicles that are owned by a profit or non-profit car-sharing organization (the "**Car-share Organization**") and such car-share motor

vehicles to be made available for short-term, including hourly rental. The Car-share Organization may require that the car-share motor vehicles be reserved in advance, charge fees based on time and/or kilometres driven and set membership requirements of the Car-share Organization including the payment of a membership fee that may or may not be refundable. Cars are reserved and fees for use are normally based on time and/or kilometres driven;

) the "car-share parking spaces" shall mean the two single parking spaces on level A, comprising part of the common elements of this Condominium, which car-share parking spaces shall be specifically designated as "Car-Share" on the Condominium description plan filed concurrently herewith, which are reserved and actively used for car-share motor vehicles, as more particularly described in section 22 of this declaration;

- i) the "common elements" shall mean all the property (as hereinafter defined) except the units;
- j) the "common interest" shall mean the interest in the common elements appurtenant to a unit;
- k) 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;
- l) the "dwelling units" shall mean, collectively, the Highrise Dwelling Units, the Wing Level 1 Dwelling Units and the Building B Dwelling Units, which are to be used solely for the purposes set out in section 28 of this declaration, (and each of which may be individually referred to herein as a "dwelling unit");
- m) 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;
- n) the "Guest Suite Units" shall mean units 1 and 2 on level 2 of the Tower, each being a single bedroom suite having a three piece washroom and a closet, a bar fridge and which are to be used solely for the purposes set out in section 31 of this declaration and which the Condominium is to purchase from the Declarant in accordance with section 44 of this declaration;
- o) the " Highrise Dwelling Units" shall mean units 3 to 13, both inclusive, on level 2, units 1 to 12, both inclusive, on level 3, units 1 to 18, both inclusive on level 4, units 1 to 11, both inclusive, on level 5, units 1 to 12, both inclusive, on levels 6 to 22, both inclusive, units 1 to 3, both inclusive, on level 23, units 1 to 7, both inclusive, on levels 24 to 33, both inclusive, and units 1 to 4, both inclusive, on level 34, all of which are situate either within the Tower or on levels 2, 3 or 4 of the Wing (each of which is hereinafter sometimes individually referred to as a "Highrise Dwelling Unit");
- p) the "locker units" shall mean units 296 and 297 on level B, which are to be used solely for the purposes set out in section 30 of this declaration;
- q) the "multi-purpose/party room" shall mean the room comprising part of) the Recreational Facilities, containing a wet bar/kitchenette and a lounge/seating area, together with all of the equipment, facilities and furnishings respectively contained therein from time to time, and intended to be used solely in the manner or for the purposes set out in section 21 of this declaration;
- r) 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;
- s) the "parking units" shall mean units 3 to 43, both inclusive, 45 to 90, both inclusive, and 92 to 113, both inclusive on level A, and units 1 to 62, both inclusive, 64 to 109, both inclusive, 113 to 136, both inclusive and 138 on level B, which are to be used solely for the purposes set out in section 29 of this declaration;
- t) the "parking/locker units" shall mean units 44 and 91 on level A and units 63, 110-112, both inclusive, 137, 139 and 140 on level B, which are to be used solely for the purposes set out in sections 29 and 30 of this declaration;
- u) 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;
- v) the "P.S.U.C." shall mean the Proportionate Share of Utility Consumption attributable to and payable by the owners of each of the dwelling units as set out in section 28 of this declaration;
- w) the "Recreational Facilities" shall mean the indoor and outdoor recreational amenities forming part of the common elements of the Condominium, situate on levels 1, 2 and 5 of the Tower, and containing a men's sauna and change room, a women's sauna and change room, an exercise room, a billiards room, two multipurpose/party rooms with kitchenette, a billiards room, a television room, a meeting room, a property management office, outdoor amenity area and two-storey lobby/lounge 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);
- x) 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;
- y) the "Tower" means the 34 storey tower comprising part of Building A;
- z) a "unit" shall mean a part of the property included in the description, and designated as a unit by the description, and includes the space enclosed by its boundaries and all of the land, structures and fixtures within this space in accordance with the declaration and the description;

- aa) the "visitor parking" shall mean the indoor visitor parking spaces comprising part of the common elements of this Condominium, and which visitor parking spaces are designated by the letter "V" on the condominium description plan filed concurrently herewith, and are intended to be used solely for the purposes set out in section 20 of this declaration;
- ab) the "Wing Level 1 Dwelling Units" shall mean units 1 to 10, both inclusive, on level 1 of the Wing (each of which is hereinafter sometimes individually referred to as a "Wing Level 1 Dwelling Unit"); and
- ac) the "Wing" means the five storey wing extending from and attached to the west side of the Tower and comprising part of Building A.

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 - Statement Confirming the Type of Condominium Created

The registration of this declaration and description will create a **freehold 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 - Inclusions/Exclusions from Units

It is expressly stipulated and declared that the following items, matters or things are included within or excluded from (as the case may be) each of the units described below, namely:

- a) Each dwelling unit and guest suite unit **shall include** all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus and appurtenant fixtures attached thereto that supply any service or utility to that particular unit only and **shall specifically include**:
 - i) all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus that supply any service to the particular unit only (regardless of whether same is/are installed or located within or beyond the boundaries of said unit);
 - ii) all electrical receptacles, intercom and alarm controls (excluding only the cable servicing such controls), ventilation fan units, light fixtures lying within suspended ceilings and similar apparatus that supply any service to that particular unit only (regardless of whether same are installed or located within or beyond the boundaries of said unit); and
 - iii) any branch piping extending to the common pipe risers, but excluding only the common pipe risers;
- b) Notwithstanding anything hereinbefore provided to the contrary, each dwelling unit and guest suite unit **shall exclude**:
 - i) the complete heat pump system (and all equipment and fixtures appurtenant thereto) in the dwelling units, comprising all of the heating/air conditioning system servicing the dwelling unit and (regardless of whether same is/are installed or located within or beyond the boundaries of said unit);
 - ii) all concrete, concrete block or masonry portions of load bearing walls or columns located within any of the dwelling units;
 - iii) all pipes, wires, cables, conduits, ducts, flues, and mechanical or similar apparatus that supply any service to more than one unit, or to the common elements, or that may lie within the boundaries of any particular dwelling unit but which do not service that particular dwelling unit;
 - iv) all the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system of the Condominium;
 - v) any rigid insulation or other similar material used for insulation on the underside of the concrete ceiling slab; and
 - vi) all exterior door and exterior window hardware (such as door and/or window handles, locks, hinges and peep holes); 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;
- c) 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.

- d) Each bicycle 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 - Municipal Address, Mailing Address and Address for Service

The Corporation's municipal addresses shall be:

- For the Highrise Dwelling Units: 500 Sherbourne Street, Toronto, Ontario
- For the Wing Level 1 Dwelling Units: 25 Lourdes Lane, Toronto, Ontario
- For the Building B Dwelling Units: 150 Homewood Avenue, Toronto, Ontario

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

The conditions that the approval authority [as defined in section 1(1) of the Act] requires this declaration to mention or include are as follows:

- a) Purchasers and owners of the units are advised that, despite the inclusion of noise control features in this development area and within the building units, sound levels from increasing road traffic (including, without limitation, vehicular traffic on Sherbourne Street and Wellesley Street) may continue to be of concern, or occasionally interfering with some activities of the dwelling unit occupants as the sound level exceeds the City of Toronto's and the Ministry of the Environment's noise criteria. Central air conditioning has been installed to achieve suitable indoor noise levels. The dwelling units are fitted with a central air-conditioning system. (Note: locate air-cooled condenser in a noise-insensitive area);
- b) Despite the efforts of the Toronto District School Board, sufficient accommodation may not be locally available for all students anticipated from the development area. Students may be accommodated in facilities outside the area and may later be transferred. For the purpose of transportation to school, if bussing is provided by the Toronto District School Board in accordance with the Board's policy, students will not be bussed from home to school but will meet the bus at designated locations in or outside of the area.
- c) Despite the efforts of the Toronto Catholic District School Board, sufficient accommodation may not be available for in local Catholic schools for students from the development area, and students may need to be accommodated in school facilities outside the area. School bus service for students, if required, will be from designated school bus stops located within or outside the development area.
- d) Visitor parking spaces will be clearly delineated on the condominium plan to be registered, and shall form part of the common elements, and shall neither be used by nor sold to unit owners, nor be considered part of the exclusive use

portions of the common elements.

- e) Non-visitor handicapped parking spaces can be unitized, however all condominium documents including the declaration and description must state that a non-disabled owner and/or occupant of any non-visitor handicapped parking unit shall be obliged, upon receipt of written notice from the Corporation, to exchange, at no cost to the disabled driver, the use of the handicapped parking unit with a disabled driver's non-handicapped parking unit, provided the disabled driver is an owner or resident of a dwelling unit in this Condominium and holds a valid disabled parking permit that is appropriately displayed or visible in their vehicle.
- f) The Declarant shall ensure that there are separate water meters for the different components of the building or shall include wording in the declaration that the services are to be shared and will designate who will be responsible to the local water authority for payment in full of the water bill.

Section 10 - Architect/Engineer Certificate and Statement of Municipality

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 - Specification of Common Expenses

The common expenses shall comprise the expenses of the performance of the objects and duties of the Corporation, and such other expenses 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 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 - Composition of First Board of Directors

Pursuant to the provisions of section 42(4) of the Act, it is hereby declared that the first board of directors of this Condominium shall consist of three (3) persons, and such composition of the board shall continue until a by-law increasing or decreasing said number has been duly enacted.

Section 15 - 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 16 - 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.

Section 17 - Declarant's Use of the Common Element Areas

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

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

until such time as all of the dwelling units in this Condominium (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, whereupon 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 and discretion) leave all fixtures or attached furnishings maintained therein to or for the benefit of this Condominium.

Section 18 - Use of the Recreational Facilities

- a) Subject to the overriding provisions of subsection 18(b) hereof, the Recreational Facilities and the various amenities, services and facilities located therein (or provided therefrom) shall be accessed, used and enjoyed only by the Declarant and the owners of the dwelling units in this Condominium, together with their respective residents, tenants and invitees, during the opening hours of the Recreational Facilities established from time to time, for general recreational purposes, for meetings convened to conduct the business and affairs of this Condominium, and for such social, athletic and other recreational uses as are consistent with the equipment, facilities and/or amenities situate within (or comprising part of) the Recreational Facilities, in accordance with all by-laws and regulations of the Governmental Authorities. However, subject to the overriding provisions of subsection 18(b) hereof, and until such time as the turnover meeting for this Condominium has been convened pursuant to the provisions of Section 43 of the Act, the Declarant shall have the unilateral right, in its sole, unfettered, unchallenged and unreviewable discretion, to govern and control the use and operation of the Recreational Facilities (and any portion thereof) and the various amenities, services or facilities therein (or provided therefrom), and to establish hours of use, and to designate or restrict areas of use, with respect to the Recreational Facilities or any portion thereof (including the right to restrict the use of any amenities, facilities and/or equipment located within any portion of the Recreational Facilities), in order to best co-ordinate the operation and use of the Recreational Facilities with the Declarant's marketing, sales, construction and/or customer-service program(s) for this Condominium. From and after the date of this Condominium's turnover meeting, the use, enjoyment and operation of the Recreational Facilities and the various amenities, services or facilities therein (or provided therefrom) 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 subsection 18(b) hereof, on the express understanding that no rule(s) or regulation(s) hereafter passed or enacted by the board shall interfere with (or diminish) the right of the Declarant to maintain its marketing, sales, construction and/or customer-service offices and temporary model suites within the Recreational Facilities in accordance with the provisions hereinafter set forth.
- b) Notwithstanding any other provision(s) contained in this declaration to the contrary, and notwithstanding any rules or by-laws of the Corporation hereafter passed or enacted to the contrary, it is hereby declared and stipulated that the

Declarant shall be entitled to use and occupy any portion of the Recreational Facilities exclusively for the Declarant's marketing, sales, construction and/or customer-service programs, and to erect and maintain one or more marketing, sales, construction and/or customer-service offices, as well as one or more temporary model suites, at such locations within any portion of the Recreational Facilities as the Declarant may unilaterally determine or select, in its sole, unfettered, unchallenged and unreviewable discretion, until such time as the Declarant has sold and transferred title to all of the dwelling units in this Condominium. The cost of erecting, maintaining and ultimately dismantling the said marketing, sales, construction and/or 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 and/or 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 and/or 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, unfettered, unchallenged and unreviewable discretion), subject however to such reasonable and customary restrictions on access thereto as may be implemented by the security concierge or security personnel retained by and on behalf of the Corporation. The Declarant shall also be entitled to erect, affix and maintain signs for marketing and/or sales purposes upon any part of the Recreational Facilities, and within or outside any unsold unit(s), pursuant to the Declarant's ongoing marketing program in respect of this Condominium, at such locations and having such dimensions and designs as the Declarant may determine in its sole, unfettered, unchallenged and unreviewable discretion, until such time as the Declarant has sold and conveyed title to all of the dwelling units in this Condominium. The Declarant shall be entitled at any time, and from time to time, to remove all of the furnishings, fixtures, chattels and equipment located in any model suite and/or in any marketing, sales, construction and/or customer service office(s) situated within the Recreational Facilities or any portion thereof, or may (at the sole option of the Declarant) leave any or all of same therein, to or for the benefit of the Condominium and the residents thereof.

Section 19 - Restricted Use of the Recreational Facilities

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 Recreational Facilities during opening hours. Notwithstanding the foregoing, the Corporation may, by by-law, permit others to use the Recreational Facilities during opening hours at a fee or charge per use or at a fee per month or other period, all as determined by the board of directors from time to time.

Section 20 - 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. Notwithstanding the foregoing to the contrary, the Declarant, its marketing/sales staff, its authorized personnel or agents, and any prospective unit purchasers shall together have the right to use any of the visitor parking spaces, (either individually or as a block of visitor parking spaces, with any such block to comprise no less than five (5) visitor parking spaces, and to be designated by the Declarant in its sole, unfettered, unchallenged and unreviewable discretion), which right shall cease forthwith upon the sale of all dwelling units owned by the Declarant in this Condominium. 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 1.9 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 21 - Use of the Multipurpose/Party Room

The use of the multipurpose/party room (comprising part of the Recreational Facilities situate on level 1 of this Condominium) 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 22 - Use of Car-Share Parking Spaces

The car-share parking spaces shall be used as part of a "car-share program" that is intended to benefit the dwelling unit owners of this Condominium. The car-share parking spaces shall at all times be designated exclusively for car-share use by means of clearly visible signs. The Corporation shall be obliged to enter into (or assume) and maintain in place at all times, so long as same is viable or commercially reasonable, an agreement with a Car-Share Organization that will provide car-sharing services and benefits to the dwelling unit owners of this Condominium, pursuant to which the dwelling unit owners of this Condominium will have access to a fleet of car-share motor vehicles (owned, licensed, insured and maintained by the Car-Share Organization) that will be stationed at various locations across downtown Toronto, including two passenger vehicles that will be stationed and parked in the two car-share parking units. Non-residents of the Condominium who are members of the car-share program may also have access to the car-share motor vehicles parked in the car-share parking spaces by producing photo identification and proof of such membership to the Condominium's concierge or security personnel. The Declarant and the Corporation shall have no responsibility or liability whatsoever with respect to the operation or administration of such car-share program, nor with respect to any charges imposed for use or participation in the program, nor with respect to the availability, quantity, quality or roadworthiness of any car-share vehicles involved in the program, nor with respect to any costs, claims, damages and/or liabilities arising or incurred in connection therewith.

Section 23 - Use of the Residential Garbage Storage/Recycling Room

- a) The owners, residents and tenants of the dwelling units in this Condominium will have access to, and use of, a garbage storage and recycling room equipped with an automated recycling and waste sorting system (ie tri-sorter type), situate on level A, and comprising part of the common elements of this Condominium, and intended to be used solely for the purposes of temporarily storing, sorting and recycling the garbage refuse emanating exclusively from any of the dwelling units in this Condominium.
- b) Municipal garbage pick-up service will be available to this Condominium only for the collection and removal of garbage and refuse emanating from the dwelling units (and from the common element areas of this Condominium), on designated or scheduled municipal garbage pick-up days. Accordingly, on designated municipal garbage collection and pick-up days only, the Corporation shall arrange for this Condominium's residential garbage container bins to be moved between the residential garbage storage and recycling room, to a loading space and reinforced exterior concrete staging pad (the "Type G Loading Space") that will accommodate the Condominium's residential garbage bins. The City of Toronto may, in turn, require payment of a service charge from the Corporation associated with the municipality's provision of containerized garbage collection services for the residential component of this Condominium, and if so, all such municipal garbage collection charges shall constitute part of the common expenses of the Corporation.
- c) The Corporation shall arrange for a trained person to be present at all times during the collection/removal of residential

garbage refuse from this Condominium, in order to properly manoeuvre and transport the Condominium's garbage containers (situate within the residential garbage storage/recycling room), as well as the respective garbage containers of the commercial/retail unit owners (situate within the commercial/retail garbage room unit), to the exterior concrete collection pad, and onto the garbage collection vehicles, and to act as a flagperson when such vehicles are reversing, and to ensure that no garbage containers whatsoever are left outside, except on the mornings of designated garbage pick-up days. The Corporation shall, if required by the City, maintain flashing warning lights and/or appropriate signage during loading operations carried out by the City collection vehicles in order to mitigate potentially hazardous conditions surrounding the Type G Loading Space.

Section 24 - Restricted Access or Use of Common Elements

Save as otherwise specifically provided in this declaration to the contrary, it is hereby declared and stipulated that 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, equipment room, electrical/mechanical room, building maintenance or storage area, building manager's office, the Declarant's marketing, sales, construction and/or customer-service office(s), any area used by the Declarant as a temporary model suite, any area used for operating or storing the machinery of the Corporation, any portion of the roof comprising part of the common elements of this Condominium, or any other parts of the common elements used for the care, maintenance or repair of the Condominium's property generally. No one shall be entitled to place or affix any matter or thing directly on top of any rooftop structure which encloses or houses any mechanical or electrical equipment, or any heating or cooling equipment, as well as any elevator shafts, stairwells, catwalks, cooling towers, boiler rooms and/or fresh air ducts. The foregoing restrictions on access shall not apply to any mortgagee having a registered first mortgage or charge that encumbers at least twenty-five (25%) percent of the dwelling units in this Condominium, if such mortgagee is exercising a right of access for purposes of inspection, upon giving 48 hours prior written notice thereof to the Corporation or its property manager. Access to corridors on some or all of the floors of the Tower may be restricted to unit owners and residents of dwelling units on each such floor.

Section 25 - 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 an installation upon the common elements, nor alter, decorate, renovate, maintain or repair any part of the common elements, except for maintaining those parts of the common elements that he or she has a duty to maintain in accordance with the provisions of this declaration, without obtaining the prior written approval of the Corporation in accordance with the Act and entering into an agreement with the Corporation in accordance with Section 98 of the Act. Without limiting the generality of the foregoing, no owner of a dwelling unit shall erect or install any type of balcony or terrace enclosure or privacy screen upon any portion of the common elements, without having the construction, erection or installation of same as well as the design, size, colour, specifications and location of same (together with any financial commitments by any such owner with respect to the future maintenance and repair costs of same) first approved in writing by the board.

b) **Substantial Alterations**

The Corporation may, by a vote of owners who own sixty-six and two-thirds (662/3rds%) percent of the units, make any substantial addition, alteration or improvement to or renovation of the common elements, or may make any substantial change to the assets of the Corporation or a substantial change in a service the Corporation provides to the owners in accordance with the provisions of subsections 97 (4), (5) and (6) of the Act.

c) **Non-Substantial Alterations**

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

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 subsection 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) situate on the Real Property, including copies of all plans and specifications with respect to any addition(s), alteration(s) or improvement(s) made from time to time to the common elements (or to any unit) 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 and any owner or mortgagee of a unit in rebuilding or repairing any damage to any unit or common element area.

PART 4 - OWNERSHIP OF UNITS

Section 26 - Restrictions on Unit Transfers

a) In addition to the foregoing, the ownership, sale, leasing, charging, assignment, transfer or other conveyance or encumbrance of any parking, parking/locker and/or bicycle storage/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 27 - 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, invitees and/or licensees of his or her unit to comply) with the provisions of the Act, this declaration, the by-laws and rules of this Condominium, and any agreement(s) binding on the Corporation or expressly authorized or ratified by any by-law(s) of the Corporation.

c) Save as otherwise expressly provided in this declaration to the contrary, no one other than the Declarant shall make any structural change, renovation, alteration or addition 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 this 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 (except in a minor way, if at all), nor upon or with respect to any other unit(s);
- 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 board, 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, except with the prior written consent of the board, or save and except as may otherwise be permitted by any other provisions of this declaration.

e) Save and except as may otherwise be expressly permitted by any other provisions of this declaration, 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 within the interior or exterior of any unit, and whether temporary or otherwise), without the express written consent of the board. This restriction shall not, however, apply to the Declarant under any circumstances whatsoever.

f) Save as otherwise provided or contemplated in this declaration to the contrary, 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 any unit leading directly to any common element hallway or corridor, or to any outdoor common element area, nor any portion of the Condominium's heating, cooling, plumbing, mechanical and/or electrical installations or systems (and/or any 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, ceiling or door of any unit which is not visible from the exterior of said unit.

- g) Save as may otherwise be expressly provided in this declaration to the contrary, 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 (nor within any exclusive use common element areas appurtenant thereto) without the prior written consent of the board. In order to maintain a uniform appearance and/or an aesthetically pleasing and compatible appearance throughout this 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 28 - Use of the Dwelling Units

- a) Each dwelling unit shall be occupied and used only for residential purposes and for the business of providing transient residential accommodation on a furnished and/or unfurnished suite basis (with or without ancillary maid/cleaning/laundry services), through short term or long term licence/lease arrangements, in accordance with the provisions of the applicable zoning by-laws of the City of Toronto pertaining to the Real Property, as may be amended from time to time, and for no other purposes whatsoever, provided however that the foregoing shall not prevent or in any way 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, 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 (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; and
- 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, with or without ancillary maid, cleaning and/or laundry services.

- b) It is expressly understood that this Condominium has been designed and constructed with one bulk meter for electric consumption services (which will measure and gauge the electricity service consumed or utilized by all of the units and common element areas in this Condominium, en bloc), one bulk meter for water service (which will measure and gauge the water service consumed or utilized by all of the units and common elements areas in this Condominium en bloc) and one bulk meter for gas service (which will measure and gauge the gas service consumed by all of the units and common element areas in this Condominium en bloc). The Corporation will accordingly receive a bulk invoice for the electricity, gas and water service utilized or consumed by all of the units and common elements as a whole, from the local electricity, gas and water authorities respectively, pursuant to the readings taken by such authorities on a bulk meter basis (hereinafter referred to as the "Bulk Bills"), and the Corporation shall pay the Bulk Bills on behalf of all of the respective unit owners in this Condominium, as and when due. However, in an effort to promote energy conservation in this Condominium, the Declarant has installed a separate electricity check or consumption meter appurtenant to each of the dwelling units has been installed for the purposes of measuring and gauging the electricity service consumed by each such unit. The Corporation shall cause the electricity check or consumption meters appurtenant to each of the aforesaid units to be read periodically, and shall thereafter issue and submit its own separate invoice(s) to each of the unit owners thereof, reflecting the cost of electricity consumption, attributable to each such unit (with the cost of electricity service so attributable to each of the said unit owners being hereinafter referred to as such owner's "Proportionate Share of Utility Consumption" or "P.S.U.C."). The Corporation may retain the services of a third party utility monitor to read the utility meters and/or issue invoice(s) to each of the unit owners on behalf of the Corporation. The P.S.U.C. cost attributable to each such unit shall not constitute or be construed as

a common expense, but rather, shall be borne and paid for directly by each owner thereof.

c) The Corporation may estimate each such unit's projected P.S.U.C. over an annual or other period and may assess equalized monthly P.S.U.C. amounts against each such unit based upon such estimate and each such unit owner shall pay such assessed monthly equalized amount to the Corporation 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.U.C. payable by the said unit owners no less than annually in accordance with the actual Bulk Bills received by the Corporation from the local authorities over the adjusted period. Each such unit owner shall be obliged to pay to the Corporation his or her P.S.U.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 such unit owner fails to pay to the Corporation his or her P.S.U.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.U.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.U.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) add, to the extent permitted by law, 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 unit, as security for the payment of his or her P.S.U.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 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.

d) The Contractual Lien need not be registered against the title to the Defaulting Owner's 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 unit (including any parties having a registered mortgage, charge, security interest or other encumbrance against the Defaulting Owner's 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 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.
- e) 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 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 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 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 Toronto Land Registry Office (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.

Section 29 - Use of the Parking Units and Parking Space Portion of Parking/Locker Units

- a) Each parking unit and the parking space portion of each parking/locker 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 and parking/locker units, shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan or truck not exceeding 1.9 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 or parking/locker unit may park one or more vehicles within the boundaries of such parking unit or parking/locker unit or parking/locker unit, provided however that in no instance shall any portion of any motor vehicle parked within a parking unit or parking/locker unit protrude beyond the boundaries thereof, nor encroach upon any portion of the common elements. The owner of a parking unit or parking/locker 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 and parking space portion of parking/locker units, either in their totality, or in groups. No garage door or enclosure of any kind whatsoever shall be installed or erected upon or within any parking unit and/or parking/locker unit.
- b) This Condominium has been designed and constructed with two (2) handicapped parking unit(s), namely units 135 and 138 on level B, each of which is clearly designated for handicapped parking on the description plan sheet filed concurrently herewith, and collectively constitute the requisite number of non-visitor handicapped parking spaces or units required for this Condominium by the applicable zoning by-law(s) of the Governmental Authorities. A non-disabled owner and/or occupant of any non-visitor handicapped parking unit shall be obliged, upon receipt of written notice from the Corporation, to exchange, at no cost to the disabled driver, the use of the handicapped parking unit with a disabled driver's non-handicapped parking unit, provided the disabled driver is an owner or resident of a dwelling unit in this Condominium and holds a valid disabled parking permit that is appropriately displayed or visible in their vehicle.

Section 30 - Use of the Bicycle storage/locker Units, Locker Units and Locker Portion of Parking/Locker Units

Each bicycle storage/locker unit, locker unit and locker portion of parking/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 bicycle storage/locker units, locker units and locker portion of parking/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 bicycle storage/locker units, locker units and/or locker space portion of parking/locker units 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.

Section 31 - Use of the Guest Suite Units

The Guest Suite Units shall only be used to provide overnight accommodation for the guests of the owners and/or tenants of the dwelling units in this Condominiums, 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 Units 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 this Condominium in force from time to time.

Section 32 - 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 33 - Notification of lease

- a) Where the owner of a unit leases his or her unit, the owner shall within thirty (30) days of entering into the lease or a renewal thereof, notify the Corporation that the unit has been leased, provide the Corporation with the lessee's name, the owner's address for service of notices and/or other communication purposes and a copy of the lease or a summary of it in accordance with the regulations made under the Act, and provide the lessee with a copy of the declaration, by-laws and rules of the Corporation. If a lease of a dwelling unit is terminated and not revived, the owner shall within (30) days of such termination notify the Corporation of the termination of the lease.
- b) No owner, other than the Declarant, shall lease his or her dwelling, parking and/or locker 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, 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."
- c) 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) and (b)

above.

- d) 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 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 34 - 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 35 - 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 36 - 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 subsection 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 subsection 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 dwelling unit owner having:
 - i) a fireplace constructed or installed by the Declarant as part of his or her dwelling Unit, shall be responsible for the cleaning, sweeping and overall maintenance and repair of the fireplace itself and the flue appurtenant to such fireplace, while the Corporation shall be responsible for the maintenance and repair of the chimney or exterior portion(s) of the exhaust pipe appurtenant to such fireplace; and
 - ii) one or more glass or plastic skylights installed by the Declarant as part of his or her dwelling unit, shall be responsible for cleaning the underside of the skylight(s), but the Corporation shall be responsible for cleaning the exterior or upperside surface thereof, and for repairing any cracks or breakage to (or leakage from) any such skylight(s), provided however that in no event shall the Corporation be liable for repairing any damage caused to any fixtures or chattels within the dwelling unit, or to any other personal property of the affected dwelling unit owner (or of such owner's residents, tenants, invitees or licensees) as a result of such breakage or leakage.
- c) 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).
- d) 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.

- e) 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 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).
- f) 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.
- g) 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 37 - 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 sections 37 (a) and (b) hereof to the contrary, and subject to the execution of an AAI Agreement (entered into between the Corporation and the affected unit owner) where required by the Act, it is expressly stipulated and 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 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 unit owner having the benefit of interlocking and/or paved stones, planter boxes, wrought iron fences (or any other type of privacy fence) and/or any other landscaping materials or elements constructed, erected or installed by the Declarant on or within any exclusive use balcony, patio or terrace area appurtenant to the unit of such owner (hereinafter collectively referred to as the "Exclusive-Use Landscaping Materials"), shall be responsible for the maintenance and repair thereof, and for the watering and maintenance of all flowers, plants and soil materials growing or placed within same, provided however that all waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, and all other materials or substances installed by the Declarant immediately beneath (or on the underside of) the interlocking/paved stones shall be maintained and repaired by the Corporation (at the Corporation's sole cost and expense), and provided further that:

- A) If any interlocking stones, concrete slabs, paved stones and/or planter boxes comprising part of the Exclusive-Use 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
- B) no maintenance or repair work intended to be implemented by any owner with respect to the Exclusive-Use Landscaping Materials (or any portion thereof) which might give rise to a change in the colour, texture, design, size, style, composition or appearance thereof shall be made or undertaken by anyone other than the Declarant (or the Declarant's designated agents, representatives, employees and/or retained 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;

on the express understanding that 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 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) each dwelling unit owner having the exclusive use of an outdoor terrace area appurtenant to (or allocated to) his or her dwelling unit pursuant to the provisions of Schedule "F" to this declaration, shall, subject to the overriding provisions of subsection 37(c)(vii) hereof, be responsible for the maintenance and repair of the terrace landscaping (if any) situate within the confines of such exclusive use terrace area (hereinafter referred to as "Terrace Landscaping"), as well as the maintenance and repair of all drains, drainage pipes and hose bibs exclusively servicing such dwelling unit's exclusive use common element terrace area, including without limitation, the responsibility for watering and maintaining all flowers, plants, shrubs and/or trees growing or placed within same, as well as the responsibility for maintaining and repairing all interlocking stones, concrete slabs, paved stones, planter boxes, wrought iron fences (or any other type of privacy fence), and any other materials or features constructed, erected or installed upon or within (or otherwise affixed to) said exclusive use terrace area, 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 and/or paved stones shall be maintained and repaired by the Corporation (at no cost or charge to the affected owner); and

B) If any interlocking stones, concrete slabs and/or paved stones 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 such owner's negligence or wilful misconduct) 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;

vi) notwithstanding anything hereinbefore provided to the contrary, it is expressly declared and stipulated that no addition, alteration, maintenance or repair work which, if implemented by any unit 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 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 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 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 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, and 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 unit owner that has the exclusive use of an outdoor patio or terrace area appurtenant to (or allocated to) his or her unit (pursuant to the provisions of Schedule "F" annexed hereto) from placing, within the confines of said exclusive use outdoor patio or terrace area, any plants, trees, shrubs or other landscaping materials or features 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; and

vii) in the event that any dwelling unit owner responsible for maintaining and repairing the Terrace Landscaping situate within the confines of such owner's exclusive use terrace area (in accordance with the foregoing provisions of this declaration) fails to do so, then the Corporation shall be empowered (but not obliged) to enter upon or within any exclusive use common element areas appurtenant to such owner's dwelling unit, in order to enable the Corporation to carry out and complete the maintenance and repair responsibilities of such owner regarding the Terrace Landscaping, 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).

d) The Corporation shall be responsible for the cost of maintaining and repairing the complete heat pump unit or gas-powered high efficiency forced air heating and integrated hot water system comprising all or part of the heating/air-conditioning system servicing each dwelling unit (whether same is installed or located within or beyond the boundaries of the dwelling unit). 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. Each owner of a dwelling unit shall accordingly notify the Corporation or the Condominium's property manager regarding any needed maintenance and/or repair work to the heat pump 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.

e) 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.

f) 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.

g) Each owner shall forthwith reimburse the Corporation for the cost of repairs made by the Corporation to any windows, skylights 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.

- h) 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.
- i) 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 unit, but which matter, item or component is not fully accessible from or by such owner's unit or exclusive use balcony 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).
- j) 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 expressly 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 38- 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 39 - 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 paragraph (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 40 - Indemnity Insurance for Directors and Officers of the Corporation

The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in subsections 38(1)(a) and (b) of the Act, including any liability, cost, charge or expense incurred by them in the execution of their respective duties

(hereinafter collectively referred to as the "Liabilities"), provided however that such insurance shall not indemnify any of the directors or officers against any of the Liabilities respectively incurred by them as a result of a breach of their duty to act honestly and in good faith, or in contravention of the provisions of the Act.

Section 41 - 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 by an owner to his or her unit, and on any furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his or her unit, and such owner's personal property and chattels stored elsewhere on the property, including his or her automobile or automobiles, and for loss of use and occupancy of his or her unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees, and servants, and against the other unit owners and any residents, tenants, invitees or licensees of such other units, except for any damage arising from vehicle impact, arson or fraud caused or contributed by any of the above-mentioned parties.
- b) Public liability insurance covering any liability of any owner, or any resident, tenant, invitee or licensee of such owner's unit, to the extent not covered by any public liability and 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 dwelling unit by one of the hazards protected against under the owner's personal policy.
- d) Insurance covering special assessments levied against an owner's unit by the Corporation, and contingent insurance coverage in the event that the Corporation's insurance is inadequate.
- e) Insurance covering any deductible under the Corporation's insurance that is payable by the owner.
- f) Any other insurance deemed necessary or desirable by any owner and his or her insurance advisors.

Section 42 - 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 43 - 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 44 - 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 Recreational Facilities is fully functional and operable during normal or customary hours of use as determined by the board from time to time);
- c) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the access and egress of the Declarant and its designated agents, representatives, employees and contractors over any portion of the common elements, in order to facilitate the Declarant's construction and completion of all buildings and structures situate within the confines of the Real Property;
- d) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the access to, egress from and/or use of the Recreational Facilities (and all amenities, services and facilities situate therein or operated therefrom) by the Declarant and its designated representatives, agents, employees, contractors and invitees, in connection with the Declarant's marketing and sales efforts and/or customer service programs implemented from time to time in connection with this Condominium, as expressly provided for or contemplated in this declaration;
- e) 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;
- f) 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"), namely:

- i) an outstanding Section 37 density bonus agreement made between the Declarant and the City of Toronto registered as Instrument No. AT1004116, as amended by agreement registered as Instrument No. AT2561244;
 - ii) an outstanding site plan agreement between the Declarant and the City of Toronto, pertaining to the development of this Condominium registered as Instrument No. AT1023882 as amended by Instrument No. AT 2068412; and
 - iii) an outstanding encroachment agreement between the Declarant and the City of Toronto permitting a foundation wall and certain other encroachments unto the public right of way, registered as Instrument No. AT2559700;
- g) To enter into an agreement with the Declarant immediately after the registration of this declaration (hereinafter referred to as the "License Agreement"), if so required by the Governmental Authorities, pursuant to which the Corporation shall formally grant the Declarant a license to enter upon the common elements for the purposes of complying with all of the terms and provisions of the Outstanding Municipal Agreements, which license 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 license shall be duly authorized by a special by-law, pursuant to section 9(1)(b) of the Act;
- h) To enter into an assumption agreement with the Declarant and/or the City immediately after the registration of this Condominium, if so required by the Declarant or the City (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;
- i) If required, to grant, immediately after the registration of this declaration, an easement in perpetuity in favour of the local hydro authority (the "Hydro Commission") over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of the Hydro Commission's power lines (and all necessary appurtenances thereto) in order to facilitate the supply of hydro service to each of the units in the Condominium;
- j) To abide by and comply with the provisions of any and all restrictive covenants registered against the title to the property;
- k) To grant, immediately after the registration of the declaration, if requested 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
- l) If required, to grant, immediately after the registration of this Condominium, 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 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");
- m) 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" and/or to assume any Cable Agreement that has previously been entered into by the Declarant in respect of the Real Property;
- n) To grant, immediately after 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") and/or to assume any Bell Agreement that has been entered into by the Declarant in respect of the Real

Property;

- o) To accept, at any time hereafter, title to (and execute all requisite documents and affidavits necessary to effect the registration of a transfer/deed in respect of) any parking units, locker units, from the Declarant as transferor to the Corporation as transferee, if, as and when the Declarant chooses to convey same to the Corporation, provided such conveyance is made for nil or nominal consideration, and title thereto is unencumbered by any outstanding lien, mortgage or charge;
- p) To take all requisite steps to ensure that no part of the outdoor patios, balconies or terrace areas are used by any person or persons in a manner which creates or results in an excessive level of noise and/or light, or which creates or results in (or if continued, is likely to create or result in) any other nuisance which may unreasonably interfere with the use and enjoyment of the adjacent or neighbouring lands, and to endeavour to ensure that any disturbance of the quiet enjoyment of such adjacent or neighbouring lands, by light, sound, sight or any other matter, is minimized to the greatest extent reasonably possible;
- q) To take all requisite steps to ensure that none of the trees, plants and/or landscaping materials, features or treatments installed by the Declarant upon or within any of the exclusive use common element areas appurtenant to any of the dwelling units in this Condominium, are altered, removed or destroyed, and to ensure (to the extent reasonably possible) that nothing is done (or permitted to be done) which would reduce the density of the foliage and landscaping materials situate thereon, on the express understanding that if any such trees, plants and/or landscaping materials should hereafter perish or shall otherwise be required to be replaced, then the replacement trees, plants and/or landscaping materials shall (to the greatest extent reasonably possible) be of the same type, size, and maturity as those being replaced (but at no cost or charge to the Declarant therefor);
- r) 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 the Declarant and/or any other unit owner(s), 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:
 - i) 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 rental accommodation arrangements made (or to be made from time to time) by or on behalf of the Declarant and/or any other unit owner(s); and
 - ii) any services (in the nature of cleaning, maid or housekeeping services) intended to be provided by the Declarant and/or any other unit owner(s) to or for the benefit of any short term or long term tenants, licensees or occupants of any dwelling units;
- s) In the event the Corporation formally retains an independent consultant to conduct a performance audit or a technical audit of the common elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 or otherwise (hereinafter referred to as the "Performance Audit"), then the Corporation shall have a duty to:
 - i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "Performance Auditor") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and
 - ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the finalization of the Performance Audit;
- t) To ensure that the hydro check or consumption meters appurtenant to each of the dwelling units used to measure or monitor any such unit's P.S.U.C. are in good working order and read when required, in accordance with this declaration, and to ensure that the owners of each the dwelling units are invoiced for their respective P.S.U.C. costs from time to time and to maintain and enforce the Corporation's lien rights determined in accordance with the provisions of Section 28 of this declaration in the event of any default in payment of such P.S.U.C. amounts;
- u) To ensure (to the extent reasonably possible) that an AAI Agreement is entered into by the Corporation with any owner desiring to make any addition, alteration or improvement to any exclusive use common element areas appurtenant to

such owner's dwelling unit (or to an installation upon the common elements), pursuant to the provisions of Section 98 of the Act, on the express understanding that if such an agreement is entered into with anyone other than the Declarant, then the AAI Agreement shall allocate the entire cost of undertaking or implementing the proposed addition, alteration or improvement to the affected owner desiring to undertake or implement same, and shall impose the responsibility for the cost of maintaining, repairing and insuring any such addition, alteration or improvement onto said owner (even though the Corporation and its authorized agents, representatives, employees and retained contractors shall be responsible for carrying out and completing all requisite maintenance and repair work with respect thereto, all at such owner's sole cost, risk and expense), and shall address or set out any other matters that the board may deem advisable, and/or as may be prescribed from time to time by the regulations to the Act;

- v) To maintain and keep in good repair the Declarant's logo or hallmark of distinction (or that of any other company associated, affiliated or related to the Declarant) which has been permanently installed or affixed by the Declarant within the lobby of (or elsewhere within the common elements of) this Condominium, all as more particularly located, illustrated, identified or otherwise referred to in the condominium description plan filed concurrently herewith, and to ensure that no actions or steps are taken by the Corporation (or by anyone else) to remove, relocate, tarnish, deface, damage or alter (in any way or manner) the aforementioned logo or hallmark;
- w) To take all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses, and to maintain and enforce the Corporation's lien arising pursuant to the provisions of section 85 of the Act, against each unit in respect of which the owner has defaulted in the payment of common expenses (or has otherwise defaulted in the payment of any monies that are, by virtue of the provisions of this declaration, collectible or recoverable by the Corporation against such owner in the same manner as common expenses);
- x) To purchase the Guest Suite Units from the Declarant, within 30 days of the registration of this Condominium, at a purchase price of \$130,000.00 per Guest Suite Unit, inclusive of any goods and services or harmonized sales taxes. The purchase price shall be paid by the Corporation by the giving back to the Declarant of a vendor take back first mortgage secured against the Guest Suite Units 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 Units 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 the purchase price of the Guest Suite Units, 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;
- y) To take all reasonable steps to ensure that the car-share parking spaces are used as part of a "car-share program" that is intended to benefit the dwelling unit owners of this Condominium. The foregoing duty shall also include the obligation of this Condominium to:
 - i) enable and facilitate any hybrid cars that are parked within each of the car-share parking spaces from time to time to be re-charged electrically, with the cost of all such electricity consumption to comprise part of the common expenses; and
 - ii) enter into and abide by (and at all times maintain in place, for as long as same is viable or commercially reasonable) an agreement with the Car Share Company) that will provide car-sharing services and benefits to the dwelling unit owners of this Condominium, as well as non-resident members of the car-share program, as contemplated in section 22 of this declaration.

PART 10 - GENERAL MATTERS

Section 45 - 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.
- e) The Corporation shall retain a master key to all locks controlling entry into each unit (as and where applicable) that were originally installed by the Declarant and keyed to the Corporation's master key entry system. No owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her unit (nor on any doors within said unit), nor with respect to any door(s) leading to any part of the exclusive use common element areas appurtenant to such owner's unit, without the prior written consent of the board. Where such consent has been granted by the board, said owner shall forthwith provide the Corporation with keys to all new locks (as well as keys to all additional locks) so installed, and all such new or additional locks shall be keyed to the Corporation's master key entry system.

Section 46 - 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 47 - 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 48 - 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 49 - 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 50 - 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.

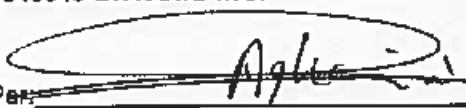
Section 51 - Statutory References

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 Town of Richmond Hill, this 26th day of November, 20 .

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

1540340 ONTARIO INC.

Per:  _____

Saald Aghaei - Authorized Signing Officer

I have authority to bind the Corporation.

SCHEDULE "A"

TO THE DECLARATION OF 1540340 ONTARIO INC.

LEGAL DESCRIPTION

All of P.I.N. 21107-0382(LT)

being part of Lots 56 and 57, Plan D30 and part of Park Lot 5, Concession 1 from the Bay, City of Toronto, designated as Parts 3, 4, 6, 8, 9, 10, 11 and 12 on Plan 66R-22218 save and except for Parts 3 and 4 on Plan 66R-24715, City of Toronto (the "Condominium Lands").

SUBJECT TO an easement in gross in favour of City of Toronto over part of Lot 57, Plan D30 and part of Park Lot 5, Concession 1 from the Bay designated as Part 11 on Plan 66R-22218 for purposes of permitting the general public the use thereof as a pedestrian walkway, as set out in Instrument No. AT2073008;

SUBJECT TO a right in the nature of an easement for support over part of Park Lot 5, Concession 1 from the Bay designated as Part 8 on Plan 66R-22218 in favour of part of Park Lot 5, Concession 1 from the Bay and Part of Lot 56, Plan D30 designated as Parts 1, 2, 5 and 7 on Plan 66R-22218 and Parts 3 and 4 on Plan 66R-24715, as set out in Instrument No. AT252809;

SUBJECT TO a right in the nature of an easement for support over part of Park Lot 5, Concession 1 from the Bay designated as Part 5 on Plan 66R-24715 in favour of part of Park Lot 5, Concession 1 from the Bay and Part of Lot 56, Plan D30 designated as Parts 1, 2, 5 and 7 on Plan 66R-22218 and Parts 3 and 4 on Plan 66R-24715, as set out in Instrument No. AT252809;

SUBJECT TO a right in the nature of an easement for support over part of Park Lot 5, Concession 1 from the Bay designated as Part 6 on Plan 66R-22218 in favour of part of Park Lot 5, Concession 1 from the Bay and Part of Lot 56, Plan D30 designated as Parts 1, 2, 5 and 7 on Plan 66R-22218 and Parts 3 and 4 on Plan 66R-24715, as set out in Instrument No. AT252809;

SUBJECT TO a right in the nature of an easement for support over part of Park Lot 5, Concession 1 from the Bay and part of Lot 56, Plan D30 designated as Part 3 on Plan 66R-22218 in favour of part of Park Lot 5, Concession 1 from the Bay and Part of Lot 56, Plan D30 designated as Parts 1, 2, 5 and 7 on Plan 66R-22218 and Parts 3 and 4 on Plan 66R-24715, as set out in Instrument No. AT252809;

TOGETHER WITH an easement over part of Park Lot 5, Concession 1 from the Bay and part of Lot 56 on Plan D30 designated as Parts 1, 2 and 5 on Plan 66R-22218 (the "Roadway Parts") for purposes of access to and from the Condominium Lands, provided that such access easement shall automatically terminate upon the Roadway Parts being laid out and dedicated for public highway purposes, as set out in Instrument No. AT252809; and

SUBJECT TO an easement in gross in favour of Rogers Cable Communications Inc. over part of Lots 56 and 57, Plan D3G and part of Park Lot 5, Concession 1 from the Bay, City of Toronto, designated as Parts 3, 4, 6, 8, 9, 10, 11 and 12 on Plan 66R-22218 save and except for Parts 3 and 4 on Plan 66R-24715, as set out in Instrument AT815080

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 described easements will exist in law upon the registration of the declaration and description and the Declarant, 1540340 Ontario Inc., is the registered owner of the property and appurtenant interests.

Messrs. DeZotto Zorzi LLP, solicitors and duly authorized agents for 1540340 Ontario Inc.

Per: Mary Citelli
Mary Citelli

November 1, 2010

SCHEDULE "B"

TO THE DECLARATION OF 1540340 ONTARIO INC.

CONSENT


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

1. The undersigned has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number AT1380957 in the Land Registry Office for the Land Titles Division of Toronto (No. 66).
2. The undersigned consents 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. The undersigned postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. The undersigned is entitled by law to grant this consent and postponement.

DATED this 25th day of October, 2010.

The Bank of Nova Scotia

BNS DOCUMENT
NO. 7390/10
APPROVED FOR
EXECUTION

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

Per: _____
 Name: _____
 Title: _____

I/We have the authority to bind the Corporation.

500 SHERBOURNE STREET

SCHEDULE "C"

Each Dwelling Unit, Guest Suite Unit, Parking Unit, Parking/Locker Unit, Bicycle/Locker Unit and Locker Unit, shall comprise the area within the heavy lines shown of Part 1, Sheets 1 to 4 inclusive of the Description with respect to the Unit numbers indicated thereon. The monuments controlling the extent of the Units are the physical surfaces and planes referred to below and are illustrated on Part 1, Sheet 1 to 4 inclusive of the Description and all dimensions shall have reference to them.

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

1. **BOUNDARIES OF THE WING LEVEL AND BUILDING "B" DWELLING UNITS**

(being units 1 to 19 inclusive on Level 1, Units 14 to 21 on Level 2, Units 17, 18 and 19 on Level 4 and Units 12 and 13 on Level 5).

2. **BOUNDARIES OF THE HIGH RISE DWELLING UNITS**

(being units 3 to 13 inclusive on Level 2, Units 1 to 12 inclusive on Level 3, Units 1 to 16 inclusive on Level 4, Units 1 to 11 inclusive on Level 5, Units 1 to 12 inclusive on Levels 6 to 22 inclusive, Units 1, 2 and 3 on Level 23, Units 1 to 7 inclusive on Levels 24 to 33 inclusive and Units 1 to 4 inclusive on Level 34).

3. **BOUNDARIES OF THE GUEST SUITE UNITS**

(being Units 1 and 2 on Level 2).

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

- i) the upper surface and plan of the concrete floor slab beneath the unit and its production.
- ii) the lower surface and plane of the concrete ceiling slab and its production.

b) Each Dwelling 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.

4. **BOUNDARIES OF THE PARKING UNITS**

(being Units 3 to 43 inclusive, 45 to 90 inclusive and 92 to 113 inclusive on Level A, Units 1 to 62 inclusive, 64 to 109 inclusive, Units 113 to 136 inclusive and Unit 138 on Level B).

5. **BOUNDARIES OF THE PARKING/LOCKER UNITS**

(being Units 44 and 91 on Level A and Units 63, 110, 111, 112, 137, 139 and 140 on Level B).

- a) Each Parking Unit and Parking/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 plane established 2.10 metres perpendicularly distant above and parallel to the concrete floor.
 - iii) the lower surface and plane of the concrete ceiling slab, where applicable.
 - iv) the lower surface and plane of the steel wire mesh on the ceiling.
- b) Each Parking Unit and Parking/Locker Unit shall be bounded horizontally by one or a combination of the following:
- 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.
 - viii) the unit side surface and plane of the concrete/concrete block wall and/or the production thereof.
 - ix) the unit side surface and plane of the steel wire mesh and frame.
 - x) the unit side surface and plane of the door and door frame, the said door being in a closed position.

6. **BOUNDARIES OF THE BICYCLE LOCKER UNITS**

(being Units 1, 2 and 114 to 194 inclusive on Level A and Units 141 to 295 inclusive on Level B).

- a) Each Bicycle 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.

- b) Each Bicycle 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.

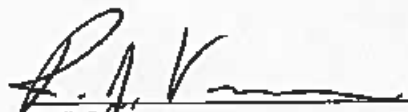
7. **BOUNDARIES OF THE LOCKER UNITS**

(being Units 296 and 297 inclusive on Level B).

- a) Each 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.
- b) Each 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 to 4 inclusive of the Description.

Oct. 19, 2010
Dated


R. J. Visser,
Ontario Land Surveyor

Reference should be made to the provisions of the Declaration (Section 5), 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.

500 SHERBOURNE
SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	Unit No.	Level No.	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages of each unit)	
WING LEVEL 1 DWELLING UNIT	1	1	0.324597 x 1 =	0.324597
WING LEVEL 1 DWELLING UNIT	2	1	0.287437 x 1 =	0.287437
WING LEVEL 1 DWELLING UNIT	3	1	0.284896 x 1 =	0.284896
WING LEVEL 1 DWELLING UNIT	4	1	0.284896 x 1 =	0.284896
WING LEVEL 1 DWELLING UNIT	5	1	0.282872 x 1 =	0.282872
WING LEVEL 1 DWELLING UNIT	6	1	0.281084 x 1 =	0.281084
WING LEVEL 1 DWELLING UNIT	7	1	0.284896 x 1 =	0.284896
WING LEVEL 1 DWELLING UNIT	8	1	0.284896 x 1 =	0.284896
WING LEVEL 1 DWELLING UNIT	9	1	0.288707 x 1 =	0.288707
WING LEVEL 1 DWELLING UNIT	10	1	0.324279 x 1 =	0.324279
BUILDING 'B' DWELLING UNIT	11	1	0.251229 x 1 =	0.251229
BUILDING 'B' DWELLING UNIT	12	1	0.355087 x 1 =	0.355087
BUILDING 'B' DWELLING UNIT	13	1	0.355087 x 1 =	0.355087
BUILDING 'B' DWELLING UNIT	14	1	0.379543 x 1 =	0.379543
BUILDING 'B' DWELLING UNIT	15	1	0.309987 x 1 =	0.309987
BUILDING 'B' DWELLING UNIT	16	1	0.388754 x 1 =	0.388754
BUILDING 'B' DWELLING UNIT	17	1	0.303952 x 1 =	0.303952
BUILDING 'B' DWELLING UNIT	18	1	0.299506 x 1 =	0.299506
BUILDING 'B' DWELLING UNIT	19	1	0.278543 x 1 =	0.278543
GUEST SUITE	1	2	0.000001 x 1 =	0.000001
GUEST SUITE	2	2	0.000001 x 1 =	0.000001
HIGHRISE DWELLING UNIT	3	2	0.366839 x 1 =	0.366839
HIGHRISE DWELLING UNIT	4	2	0.338572 x 1 =	0.338572
HIGHRISE DWELLING UNIT	5	2	0.303635 x 1 =	0.303635
HIGHRISE DWELLING UNIT	6	2	0.303952 x 1 =	0.303952
HIGHRISE DWELLING UNIT	7	2	0.303952 x 1 =	0.303952
HIGHRISE DWELLING UNIT	8	2	0.350006 x 1 =	0.350006
HIGHRISE DWELLING UNIT	9	2	0.335396 x 1 =	0.335396
HIGHRISE DWELLING UNIT	10	2	0.303952 x 1 =	0.303952
HIGHRISE DWELLING UNIT	11	2	0.303952 x 1 =	0.303952
HIGHRISE DWELLING UNIT	12	2	0.306811 x 1 =	0.306811
HIGHRISE DWELLING UNIT	13	2	0.330314 x 1 =	0.330314
BUILDING 'B' DWELLING UNIT	14	2	0.332537 x 1 =	0.332537
BUILDING 'B' DWELLING UNIT	15	2	0.355087 x 1 =	0.355087
BUILDING 'B' DWELLING UNIT	16	2	0.348100 x 1 =	0.348100
BUILDING 'B' DWELLING UNIT	17	2	0.197871 x 1 =	0.197871
BUILDING 'B' DWELLING UNIT	18	2	0.264569 x 1 =	0.264569
BUILDING 'B' DWELLING UNIT	19	2	0.264569 x 1 =	0.264569
BUILDING 'B' DWELLING UNIT	20	2	0.218610 x 1 =	0.218610
BUILDING 'B' DWELLING UNIT	21	2	0.331584 x 1 =	0.331584
HIGHRISE DWELLING UNIT	1	3	0.255676 x 1 =	0.255676
HIGHRISE DWELLING UNIT	2	3	0.250276 x 1 =	0.250276
HIGHRISE DWELLING UNIT	3	3	0.491859 x 1 =	0.491859
HIGHRISE DWELLING UNIT	4	3	0.476732 x 1 =	0.476732
HIGHRISE DWELLING UNIT	5	3	0.267745 x 1 =	0.267745
HIGHRISE DWELLING UNIT	6	3	0.186437 x 1 =	0.186437
HIGHRISE DWELLING UNIT	7	3	0.190566 x 1 =	0.190566
HIGHRISE DWELLING UNIT	8	3	0.374144 x 1 =	0.374144
HIGHRISE DWELLING UNIT	9	3	0.385251 x 1 =	0.385251
HIGHRISE DWELLING UNIT	10	3	0.375414 x 1 =	0.375414
HIGHRISE DWELLING UNIT	11	3	0.277591 x 1 =	0.277591
HIGHRISE DWELLING UNIT	12	3	0.256628 x 1 =	0.256628
HIGHRISE DWELLING UNIT	1	4	0.192154 x 1 =	0.192154
HIGHRISE DWELLING UNIT	2	4	0.212163 x 1 =	0.212163
HIGHRISE DWELLING UNIT	3	4	0.265839 x 1 =	0.265839
HIGHRISE DWELLING UNIT	4	4	0.251864 x 1 =	0.251864
HIGHRISE DWELLING UNIT	5	4	0.198188 x 1 =	0.198188
HIGHRISE DWELLING UNIT	6	4	0.190566 x 1 =	0.190566
HIGHRISE DWELLING UNIT	7	4	0.194377 x 1 =	0.194377
HIGHRISE DWELLING UNIT	8	4	0.273144 x 1 =	0.273144
HIGHRISE DWELLING UNIT	9	4	0.281084 x 1 =	0.281084
HIGHRISE DWELLING UNIT	10	4	0.247735 x 1 =	0.247735
HIGHRISE DWELLING UNIT	11	4	0.211846 x 1 =	0.211846
HIGHRISE DWELLING UNIT	12	4	0.194377 x 1 =	0.194377
HIGHRISE DWELLING UNIT	13	4	0.282672 x 1 =	0.282672
HIGHRISE DWELLING UNIT	14	4	0.408446 x 1 =	0.408446
HIGHRISE DWELLING UNIT	15	4	0.395106 x 1 =	0.395106
HIGHRISE DWELLING UNIT	16	4	0.287437 x 1 =	0.287437
BUILDING 'B' DWELLING UNIT	17	4	0.411304 x 1 =	0.411304
BUILDING 'B' DWELLING UNIT	18	4	0.320468 x 1 =	0.320468
BUILDING 'B' DWELLING UNIT	19	4	0.324597 x 1 =	0.324597
HIGHRISE DWELLING UNIT	1	5	0.192154 x 1 =	0.192154
HIGHRISE DWELLING UNIT	2	5	0.212163 x 1 =	0.212163
HIGHRISE DWELLING UNIT	3	5	0.265839 x 1 =	0.265839
HIGHRISE DWELLING UNIT	4	5	0.251864 x 1 =	0.251864
HIGHRISE DWELLING UNIT	5	5	0.198188 x 1 =	0.198188
HIGHRISE DWELLING UNIT	6	5	0.190566 x 1 =	0.190566
HIGHRISE DWELLING UNIT	7	5	0.194377 x 1 =	0.194377
HIGHRISE DWELLING UNIT	8	5	0.273144 x 1 =	0.273144
HIGHRISE DWELLING UNIT	9	5	0.304805 x 1 =	0.304805
HIGHRISE DWELLING UNIT	10	5	0.362075 x 1 =	0.362075

UNIT TYPE	Unit No.	Level No.	PROPORTION OF COMMON INTERESTS AND EXPENSES	
			(expressed as percentages of each unit)	
HIGHRISE DWELLING UNIT	11	5	0.194377 x 1 =	0.194377
BUILDING 'B' DWELLING UNIT	12	5	0.366839 x 1 =	0.366839
BUILDING 'B' DWELLING UNIT	13	5	0.372874 x 1 =	0.372874
HIGHRISE DWELLING UNIT	1	6-21 incl.	0.192154 x 16 =	3.074464
HIGHRISE DWELLING UNIT	2	6-21 incl.	0.212163 x 16 =	3.394610
HIGHRISE DWELLING UNIT	3	6-21 incl.	0.265839 x 16 =	4.253426
HIGHRISE DWELLING UNIT	4	6-21 incl.	0.259805 x 16 =	4.156880
HIGHRISE DWELLING UNIT	5	6-21 incl.	0.198188 x 16 =	3.171013
HIGHRISE DWELLING UNIT	6	6-21 incl.	0.190566 x 16 =	3.049056
HIGHRISE DWELLING UNIT	7	6-21 incl.	0.194377 x 16 =	3.110032
HIGHRISE DWELLING UNIT	8	6-21 incl.	0.273144 x 16 =	4.370306
HIGHRISE DWELLING UNIT	9	6-21 incl.	0.302999 x 16 =	4.847991
HIGHRISE DWELLING UNIT	10	6-21 incl.	0.310622 x 16 =	4.969953
HIGHRISE DWELLING UNIT	11	6-21 incl.	0.211846 x 16 =	3.389536
HIGHRISE DWELLING UNIT	12	6-21 incl.	0.194377 x 16 =	3.110032
HIGHRISE DWELLING UNIT	1	22	0.192154 x 1 =	0.192154
HIGHRISE DWELLING UNIT	2	22	0.212163 x 1 =	0.212163
HIGHRISE DWELLING UNIT	3	22	0.265839 x 1 =	0.265839
HIGHRISE DWELLING UNIT	4	22	0.259805 x 1 =	0.259805
HIGHRISE DWELLING UNIT	5	22	0.198188 x 1 =	0.198188
HIGHRISE DWELLING UNIT	6	22	0.190566 x 1 =	0.190566
HIGHRISE DWELLING UNIT	7	22	0.194377 x 1 =	0.194377
HIGHRISE DWELLING UNIT	8	22	0.273144 x 1 =	0.273144
HIGHRISE DWELLING UNIT	9	22	0.302999 x 1 =	0.302999
HIGHRISE DWELLING UNIT	10	22	0.310622 x 1 =	0.310622
HIGHRISE DWELLING UNIT	11	22	0.204858 x 1 =	0.204858
HIGHRISE DWELLING UNIT	12	22	0.194377 x 1 =	0.194377
HIGHRISE DWELLING UNIT	1	23	0.528185 x 1 =	0.528185
HIGHRISE DWELLING UNIT	2	23	0.820703 x 1 =	0.820703
HIGHRISE DWELLING UNIT	3	23	0.559945 x 1 =	0.559945
HIGHRISE DWELLING UNIT	1	24-29 incl.	0.158170 x 6 =	0.949020
HIGHRISE DWELLING UNIT	2	24-29 incl.	0.265839 x 6 =	1.595036
HIGHRISE DWELLING UNIT	3	24-29 incl.	0.259805 x 6 =	1.558830
HIGHRISE DWELLING UNIT	4	24-29 incl.	0.198188 x 6 =	1.189128
HIGHRISE DWELLING UNIT	5	24-29 incl.	0.190566 x 6 =	1.143396
HIGHRISE DWELLING UNIT	6	24-29 incl.	0.431949 x 6 =	2.591693
HIGHRISE DWELLING UNIT	7	24-29 incl.	0.406540 x 6 =	2.439234
HIGHRISE DWELLING UNIT	1	30-33 incl.	0.158170 x 4 =	0.632678
HIGHRISE DWELLING UNIT	2	30-33 incl.	0.265839 x 4 =	1.063355
HIGHRISE DWELLING UNIT	3	30-33 incl.	0.259805 x 4 =	1.039218
HIGHRISE DWELLING UNIT	4	30-33 incl.	0.198188 x 4 =	0.792751
HIGHRISE DWELLING UNIT	5	30-33 incl.	0.190566 x 4 =	0.762263
HIGHRISE DWELLING UNIT	6	30-33 incl.	0.431949 x 4 =	1.727795
HIGHRISE DWELLING UNIT	7	30-33 incl.	0.404317 x 4 =	1.617267
HIGHRISE DWELLING UNIT	1	34	0.421468 x 1 =	0.421468
HIGHRISE DWELLING UNIT	2	34	0.253452 x 1 =	0.253452
HIGHRISE DWELLING UNIT	3	34	0.820703 x 1 =	0.820703
HIGHRISE DWELLING UNIT	4	34	0.404952 x 1 =	0.404952
PARKING UNIT	3-43, 45-90, 92-113	A	0.017168 x 109 =	1.871312
PARKING / LOCKER UNIT	44, 91	A	0.023177 x 2 =	0.046354
PARKING UNIT	1-62, 64-109, 113-136, 138	B	0.017168 x 133 =	2.283344
PARKING / LOCKER UNIT	63, 110-112, 137, 139-140	B	0.023177 x 7 =	0.162239
BICYCLE STORAGE / LOCKER UNIT	1, 2, 114-194	A	0.004292 x 83 =	0.356236
	141-295	B	0.004292 x 155 =	0.665260
LOCKER UNIT	296-297	B	0.004292 x 2 =	0.008584
				100.000000

1540340 Ontario Inc. hereby confirms the percentages and calculations herein.

1540340 Ontario Inc.

Saeid Aghaei - Authorized Signing Officer
I have authority to bind the Corporation.

SCHEDULE "E"

TO THE DECLARATION OF 1540340 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) hydro for the common elements;
 - b) water and gas for the units and the common elements;
 - c) garbage sorting, storing, recycling and disposal from one or more central garbage areas;
 - d) maintenance and landscaping materials, tools and supplies; and
 - e) snow removal, grounds maintenance and landscaping.

Provided however that:

- (i) each of the dwelling units shall be separately check metered and invoiced for hydro service and, accordingly, the cost of hydro service consumed or utilized by each of the said units shall not constitute or be construed as a common expense, but rather shall be borne and paid for directly by each owner thereof; and
 - (ii) each of the dwelling unit owners shall be separately invoiced for cable television and telephone services, and accordingly the cost of said services so consumed or utilized by each of said units shall not constitute or be construed as a common expense, but rather shall be borne and paid for by directly 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 Section 44 of this declaration, including, without limitation, all expenses incurred by the Corporation in complying with the terms of the Outstanding Municipal Agreements.
 - 12) All costs and expenses (including legal fees on a solicitor and his/her own client basis, together with all applicable disbursements) incurred by the Corporation in the course of enforcing any of the provisions of the declaration, by-laws and/or rules of the Corporation from time to time (including all agreements binding on the Corporation and authorized or ratified by any of the by-laws of the Corporation), and effecting compliance therewith by all unit owners and their respective residents, tenants, invitees and/or licensees [save and except for those costs and expenses collected or recoverable by the Corporation against any unit owner(s) in the event of any breach of the provisions of the declaration, by-laws and/or rules, pursuant to the general indemnity provisions of Section 42 of the declaration, or any other applicable provisions of the declaration entitling the Corporation to seek reimbursement of costs or indemnification from any owner(s)].

- 13) All sums of money paid or payable by the Corporation to conduct a performance audit of the common elements pursuant to the provisions of section 44 of the Act, to obtain a reserve fund study pursuant to section 94(4) of the Act (together with all comprehensive studies, and updated studies (including those based on a site inspection or otherwise) at the times and in the manner required to fully comply with the provisions of the Act), to obtain audited financial statements of the Corporation (both for or in respect of the turnover meeting and each annual general meeting thereafter), and to conduct or procure all other studies, audits, inventories or reports as may be required by the Act from time to time.
- 14) All costs and expenses incurred by the Corporation in having to comply with the duties set forth in section 44 of this declaration, as well as all costs and expenses (including legal fees on a solicitor and his/her own client basis, together with all applicable disbursements) incurred by the Corporation in the course of enforcing any of the provisions of the Act, this declaration, the by-laws and/or the rules of the Corporation in force from time to time (including all agreements authorized by any of the by-laws), and effecting compliance therewith by all unit owners and their respective residents, tenants, invitees and/or licensees, save and except for those costs and expenses collected or recoverable by the Corporation against any unit owner(s) in the event of any breach of the foregoing.
- 15) Mortgage, realty tax and common expense payments and all other costs and expenses payable in respect of the Guest Suite Units to be purchased by the Corporation from the declarant in accordance with the duty set forth in section 44 of this declaration.
- 16) The cost of providing electricity to re-charge any hybrid cars that may be parked within the car-share parking units from time to time, for so long as the "car share program" described in section 22 of this declaration continues to be operative, and other costs payable under the Corporation's agreement with the Car-Share Organization.

500 SHERBOURNE STREET**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 appurtenant thereto:

- a) the Owner(s) of certain Dwelling Units on Levels 2 to 34 inclusive shall have the exclusive use of a balcony/balconies and terrace/terraces to which said Units provide direct and sole access.
- b) the Owner(s) of certain Dwelling Units on Level 1, shall have the exclusive use of a patio to which the Units provide direct and sole access, as illustrated on Part 1, Sheet 2 of the Description.

SCHEDULE "G"

TO THE DECLARATION OF 1540340 ONTARIO INC.
FOR A STANDARD CONDOMINIUM CORPORATION

CERTIFICATE OF ARCHITECT OR ENGINEER

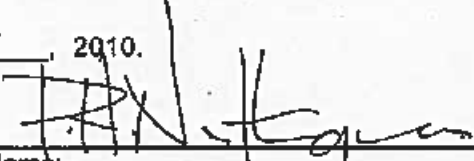
(under clause 8(1)(e) of the *Condominium Act, 1998*)

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:

- 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 defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.
- 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 or outdoor swimming pools.
- 11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this 21ST day of Oct., 2010.


 Name: _____
 Title: ARCHITECT

SCHEDULE "G"

TO THE DECLARATION OF 1540340 ONTARIO INC.
FOR A STANDARD CONDOMINIUM CORPORATION

CERTIFICATE OF ARCHITECT OR ENGINEER

(under clause 8(1)(e) of the *Condominium Act, 1998*)

I certify that: 500 Sherbourne Street Toronto

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:

- 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 defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.
- 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 or outdoor swimming pools.
- 11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering and perimeter doors are in place.

DATED this 20th day of October, 2010.



Name: Bill Chan, P.Eng.
Title: P.Eng.



DELZOTTO, ZORZI LLP
BARRISTERS & SOLICITORS

ELVIO DELZOTTO, Q.C.
STEVEN B. WEISS
ROBERT W. CALDERWOOD

HARRY HERSKOWITZ
LORI R. TANEL
ALEXANDER A. FOUNDOS

EDWARD P. MICHELI
MICHAELE DELZOTTO
ANTHONY FALCONE

MARY G. CRITELLI
RICHARD P. HOFFMAN
DEBRA J. M. EVELEIGH

HAND DELIVERED

E-MAIL: mcritelli@delzottozorzi.com
November 29, 2010

Land Titles Division
Toronto Land Registry Office (No. 66)
Toronto, Ontario

Attention: Land Registrar

Dear Sirs:

RE: The condominium declaration prepared on behalf of 1540340 Ontario Inc. (hereinafter referred to as "Ontario" or the "Declarant") of a standard condominium comprising 363 dwelling units (including 331 Highrise Dwelling Units, 10 Wing Level 1 Dwelling Units and 22 Building B Dwelling Units), 242 parking units, 9 parking/locker units, 2 locker units, 238 bicycle storage/locker units and 2 guest suite units hereinafter referred to as the "Condominium"), on those lands and premises comprising being part of Lots 56 and 57, Plan D30 and part of Park Lot 5, Concession 1 from the Bay, City of Toronto, designated as Parts 3, 4, 6, 8, 9, 10, 11 and 12 on Plan 66R-22218 save and except for Parts 3 and 4 on Plan 66R-24715, City of Toronto, Titles Division of the Toronto Registry Office (No. 66) and being all of Property Identification No. 21107-0382(LT), being municipally known as 500 Sherbourne, Toronto, Ontario (for the highrise dwelling units), 25 Lourdes Lane, Toronto, Ontario (for the wing level 1 dwelling units) and 150 Homewood Avenue, Toronto, Ontario (for the Building B Dwelling Units) (hereinafter referred to as the "Real Property")
Our file No. 0513391

Please be advised that the declarant/builder of the above-captioned condominium is "1540340 Ontario Inc.". The declarant's mailing address, and address for service, is c/o Times Group Corporation, 330 Highway No. 7 East, PH3, Richmond Hill, Ontario, L4B 3P8, Attention: Mr. Saeid Aghaei.

Trusting the above is satisfactory.

Yours very truly,

DELZOTTO, ZORZI LLP

Per:


Mary Critelli

MC/mg

U:\Realestate\MARY_CS00 Sherbourne\Letter to Land Titles for registration of declaration.wpd