

# TSCC 2005 Declaration

# **REZEN**

**T.S.C.C.2005  
205 Frederick Street  
Toronto, ON M5A 4V3**

# OFFICE SCHEDULE

AT 2027787

CERTIFICATE OF RECEIPT  
RÉCÉPISSÉ  
TORONTO (66)

2009-03-12 9:36

## DECLARATION

## CONDOMINIUM ACT, 1998

TORONTO STANDARD CONDOMINIUM PLAN NO.

2005

NEW PROPERTY IDENTIFIER'S BLOCK

13005

RECENTLY : BEING ALL OF PINS: 21094-0237

DECLARATOR: 1629390 ONTARIO INC.

MARY CRITELLI

DELZOTTO, ZORZI LLP

4810 DUFFERIN STREET

STE-D

TORONTO, ONTARIO

M3H-5S8

PHONE: 416-665-5555

FAX : 416-665-9653

No. OF UNITS 369

FEEES : 369 x 5 = 1845.00 + \$70.00 = \$1915.00

**DECLARATION**

**MADE PURSUANT TO THE CONDOMINIUM ACT**

THIS declaration (hereinafter referred to as this or the "declaration") is made and executed pursuant to the provisions of The Condominium Act 1998, S.O. 1998, c 19, as amended from time to time, and the regulations made thereunder (all of which are hereinafter collectively referred to as the "Act"), by:

**1629390 ONTARIO INC.**,  
a corporation incorporated under the  
laws of the Province of Ontario  
(hereinafter referred to as the "Declarant")

WHEREAS the Declarant is the owner in fee simple of certain lands and premises situate in the City of Toronto, and 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 referred to as the "description"), and which lands are sometimes hereinafter referred to as the "Real Property" or the "lands";

AND WHEREAS the Declarant has constructed a building upon the Real Property comprising 136 dwelling units, 1 live/work units, 2 commercial/retail units, 83 parking units, 59 bicycle locker units and 88 bicycle storage units;

AND WHEREAS the Declarant intends that the Real Property, together with the building constructed thereon, shall be governed by the Act, and that the registration of this declaration and the description will create a standard condominium corporation;

**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 this Condominium 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, specify who will have ownership of the proposed addition, alteration or improvement to the common elements under subsection 98(2) of the Act, allocate the cost of undertaking or implementing the proposed addition, alteration or improvement between this Condominium 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) "Applicable Zoning By-laws" has the meaning ascribed to such term in subsection 24(a);
- c) the "board" shall mean the board of directors of this Condominium (as hereinafter defined) from time to time;
- d) the "bicycle locker units" shall mean units 1 to 59, both inclusive, on level A;
- e) the "bicycle storage units" shall mean units 24 to 35, both inclusive, on level B, units 31 to 68, both inclusive, on level C, and units 31 to 68, both inclusive, on level D;
- f) the "commercial/retail units" shall mean units 1 and 2 on level I;
- g) the "common elements" shall mean all the property (as hereinafter defined), except the units;
- h) the "common interest" shall mean the interest in the common elements appurtenant to a unit;
- i) the "Corporation", or "this Corporation", or the "Condominium", or "this Condominium" shall mean the standard condominium corporation created by the registration of this declaration, and the description filed concurrently herewith, pursuant

to the provisions of the Act;

- j) the "dwelling units" shall mean units 1 to 11, both inclusive on level 2, units 1 to 13, both inclusive, on levels 3 to 7, both inclusive, units 1 to 11, both inclusive on level 8, units 1 to 10, both inclusive, on level 9, units 1 to 11, both inclusive on level 10, units 1 to 10, both inclusive, on level 11, units 1 to 8, both inclusive on level 12 and units 1 to 10, both inclusive on level 13;
- k) 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;
- l) the "live/work unit" shall mean unit 3 on level 1;
- m) the "multi-purpose/party room" shall mean the multi-purpose/party room on level 2 comprising part of the common elements and containing a wet bar/kitchenette and a lounge/seating area;
- n) "Handicapped Parking Units" shall mean unit 23 on level B, unit 1 on level C and unit 1 on level D;
- o) an "owner" shall mean the owner or owners of the freehold estate in a unit and its appurtenant common interests [and save as otherwise hereinafter expressly provided to the contrary, the term "owner" includes the Declarant with respect to any units in this Condominium which the Declarant has retained ownership, and that have not yet been transferred and conveyed by the Declarant to another person, corporation or other legal entity], but does not include a mortgagee unless in possession;
- p) the "parking units" shall mean units 1 to 23, both inclusive on level B, units 1 to 30, both inclusive, on level C, and units 1 to 30, both inclusive on level D;
- q) the "property" shall mean the Real Property (including all buildings and structures situate thereon) and the interests appurtenant thereto described in the description (and more particularly set out in Schedule "A" annexed hereto), and shall include any lands and interests appurtenant thereto that are added to the common elements after the registration of this declaration;
- r) the "Recreation Facilities" shall mean the indoor recreation facilities comprising part of the common elements of this Condominium, including the multipurpose/party room and the exercise room, together with all of the equipment, facilities and furnishings respectively contained therein from time to time, and which are (or may at any time hereafter be) used in connection with the operation, enjoyment and/or maintenance thereof;
- s) the "rules" shall mean the rules passed by the board and becoming effective in accordance with the provisions of section 58 of the Act;
- t) the "Terrace Landscaping" shall mean the trees, shrubs, plantings, hard landscaped finishes and features, fences, screens, stonework, planter boxes and/or any other similar items or materials installed or planted by the Declarant (in its sole and unchallenged discretion) within the exclusive use outdoor terrace areas appurtenant to (or allocated to) certain dwelling units pursuant to the provisions of Schedule "F" to this declaration;
- u) a "unit" shall mean a part of the lands included in the description and designated as a unit by the description, and shall comprise the space enclosed by its boundaries and all the material parts of the said lands within such space, in accordance with this declaration and the description, and shall expressly include or exclude (as the case may be) those pipes, wires, cables, conduits, ducts, equipment and/or mechanical or similar apparatus as are more particularly described in section 5 of this declaration. For greater certainty, the definition of a "unit", insofar as it relates to the duty to maintain (pursuant to section 90 of the Act) and the duty to repair (pursuant to section 89 of the Act) as provided or stipulated in this declaration, shall extend to all building components, finishes, fixtures and features installed within any unit by the Declarant in accordance with the architectural and/or structural plans pertaining to this Condominium, notwithstanding that such installations (or any portion thereof) may have occurred after the registration of this declaration, provided that same are described in the schedule delivered by the Declarant to the Corporation pursuant to section 43(5)(h) of the Act, or alternatively included within the description of the standard unit (for the class of unit to which each unit belongs) as described in a by-law hereafter enacted by the Corporation under section 56(1)(h) of the Act; and
- v) the "visitor parking" shall mean the the indoor visitor parking spaces located on and comprising part of the common elements on level B of this Condominium, and which visitor parking spaces are designated by the letter "V" on the condominium description plan filed concurrently herewith.

#### **Section 2 - Statement Confirming the Act Governs the Lands**

The lands described in Schedule "A" annexed hereto, and in the description filed concurrently herewith, together with all interests appurtenant thereto, shall be governed by the Act.

#### **Section 3 - Statement Confirming the Type of Condominium Created**

The registration of this declaration, and the description filed concurrently herewith, will create a freehold standard condominium corporation.

#### **Section 4 - Consent of Outstanding Mortgagees**

The consent of every person having a registered mortgage or charge against the Real Property (or any interests appurtenant thereto) is contained in Schedule "B" annexed hereto.

### Section 5 - Boundaries of Units and Monuments

The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of the units, as set forth in Schedule "C" annexed hereto. Notwithstanding the boundaries of any unit set out in Schedule "C" annexed hereto, and notwithstanding anything else provided in this declaration to the contrary, it is expressly stipulated and declared that:

- a) each dwelling unit and live/work unit shall include all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service to that particular unit only, and that lie within or beyond the unit boundaries thereof as more particularly set out in Schedule "C" annexed hereto, and shall specifically include:
- i) all electrical receptacles, one-way intercom and alarm controls [save and except for the cable(s) servicing such controls and save and except for any in-suite heat detector and/or fire alarm that is connected to (or which ultimately links to) this Condominium's main fire annunciation or alarm panel, which shall accordingly comprise part of the common elements], ventilation fan units, light fixtures lying within suspended ceilings and similar apparatus that supply any service to any such unit only (regardless of whether same are installed or located within or beyond the boundaries of said unit); and
  - ii) any water and/or other branch piping extending to the common pipe risers, but expressly excluding any common pipe risers;
- b) each dwelling unit and live/work unit shall exclude:
- i) the complete individual heat pump unit or system (and all equipment and fixtures appurtenant thereto) which provides both heating and cooling services to the unit exclusively (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 the boundaries of said unit;
  - 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 such unit but which do not service that particular 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);
- c) each commercial/retail unit shall include all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service to that particular unit only, and that lie within or beyond the unit boundaries thereof as more particularly set out in Schedule "C" annexed hereto, and shall specifically include:
- i) the complete heating and air-conditioning system servicing such unit, and all equipment, compressors/condensers and fixtures appurtenant thereto (including any applicable hot water tank), which provides heating and cooling services to such unit exclusively (regardless of whether same is/are installed or located within or beyond the boundaries of said unit);
  - ii) all electrical receptacles, one-way intercom and alarm controls [save and except for the cable(s) servicing such controls and save and except for any in-suite heat detector and/or fire alarm that is connected to (or which ultimately links to) this Condominium's main fire annunciation or alarm panel, which shall accordingly comprise part of the common elements], ventilation fan units, light fixtures lying within suspended ceilings and similar apparatus that supply any service to any such unit only (regardless of whether same are installed or located within or beyond the boundaries of said unit); and
  - iii) any water and/or other branch piping extending to the common pipe risers, but expressly excluding any common pipe risers;
- d) each commercial/retail unit shall exclude:
- i) all concrete, concrete block or masonry portions of load bearing walls or columns, as well as all structural or load bearing columns or beams located within said unit;
  - ii) all pipes, wires, cables, conduits, ducts, flues, and mechanical or similar apparatus that supply any service to units other than the said unit, or to the common elements, or that may lie within the boundaries of the said unit but which do not service the said unit;
  - iii) all the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system of the Condominium;
  - iv) any rigid insulation or other similar material used for insulation on the underside of the concrete ceiling slab; and
  - v) all exterior door and exterior window hardware (such as door and/or window handles, locks, hinges and peep holes);

- e) each parking unit, bicycle locker unit and bicycle storage unit **shall exclude** all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any other unit and/or to the common elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of the said unit), and shall also exclude any concrete columns, concrete walls or load bearing walls, waterproof membranes, asphalt traffic topping or other protective coatings or substances affixed to concrete floor slabs which may be located within (or comprise part of) the boundaries of the said unit, together with any fire hose cabinets and steel guard rails abutting (or affixed to, or hanging from) any such columns or walls.

#### **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 correspondingly be obliged to contribute to the common expenses, in the proportions set forth opposite each unit number in Schedule "D" annexed hereto. The total of the proportions of the common interests and of the common expenses shall each be one hundred (100%) percent.

#### **Section 7 - Address for Service, Municipal Address and Mailing Address of the Corporation**

The Corporation's address for service shall be:

330 Highway #7 East  
Suite 300  
Richmond Hill, Ontario, L4B 3P8

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

The Corporation's municipal address and mailing address shall be:

205 Frederick Street  
Toronto, Ontario  
M5A 4V3

#### **Section 8 - 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 9 - Conditions of the Approval Authority**

There are no conditions that the approval authority [as defined in section 1(1) of the Act] requires this declaration to mention or include, save and except for the following, namely:

- a) Visitor parking spaces will be clearly delineated on the condominium plan to be registered, and the declaration shall contain a clause clearly specifying that visitors' parking shall form part of the common elements, and neither be used by nor sold to any unit owners, nor be considered part of the exclusive use portions of the common elements;
- b) Non-disabled unit owners and/or occupants of any non-visitor handicapped parking units shall be obligated, upon notification by the condominium 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. Alternatively, non-visitor handicapped parking spaces can be made part of the common elements, however all condominium documents, including the declaration and description, must state that the condominium corporation will retain control over the spaces and that they cannot be made exclusive use portions of the common elements. All non-visitor handicapped parking spaces must conform to one of the alternatives identified above; and
- c) There shall be separate bulk water meters for different components of the building (i.e. retail and residential), or, if there is only one bulk water meter, the declaration shall specify how the cost of water services is to be shared, and shall designate who will be responsible to the local water authority for payment in full of the bulk water bill.

#### **Section 10 - Certificate(s) of Architect and/or Engineer(s)**

The certificate(s) of the Declarant's architect(s) and/or engineer(s), confirming that the building on the Real Property comprising the Condominium has been constructed in accordance with the regulations made under the Act, is/are contained in Schedule "G" annexed hereto.

## **PART 2 - 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 costs and expenses incurred by or on behalf of the Corporation that are specifically designated as (or collectible as) common expenses pursuant to the provisions of the Act and/or this declaration, including without limitation, those specific expenses which 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, the 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) binding on the Corporation that is expressly authorized or ratified 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) binding on the Corporation that is expressly authorized or ratified by any by-law;

unless such undertaking and its cost, or such borrowing and its cost (as the case may be) have received specific approval by a majority of the 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(s) binding on the Corporation that is expressly authorized or ratified by any by-law) committed by any unit owner (and/or by members of his or her family, or by anyone residing in the owner's unit with the permission or knowledge of the owner, and/or their respective tenants, invitees or licensees), including without limitation, the cost of any increase in the Corporation's insurance premiums (and any deductible amount) as contemplated in subsection 15(a) 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 (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

### **Section 13 - Reserve Fund**

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

### **Section 14 - Status Certificate**

The Corporation shall provide a status certificate to any requesting party who has paid the fees charged by the Corporation for same, in accordance with the provisions of section 76 of the Act, together with all requisite accompanying documents, statements and information prescribed by the Act in connection therewith. 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, statements 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, USE AND MODIFICATION OF THE COMMON ELEMENTS**

**Section 15 - General Use of the 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, and any agreement(s) binding on the Corporation and expressly authorized or ratified by any by-law. However, save and except as expressly provided or contemplated in this declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on, within any unit or upon any portion of the common elements that:
- 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, and in any agreement(s) binding on the Corporation and expressly authorized or ratified by any by-law;
  - ii) is likely to damage the property of the Condominium, 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/or 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, or any deductible portion in respect of such policy.

In the event that the use of the common elements or any portion thereof by any owner (or by the occupants of any unit residing therein with the consent or knowledge of the owner of said unit, or by anyone else for whose acts or omissions said unit owner is responsible or liable, either at law or in equity) 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 as a result of the cancellation of any such insurance policy of the Corporation 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 (as well as the entire deductible amount with respect to any insurance policy or policies of the Corporation) paid or payable by the Corporation as a result thereof, and 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 against such owner's unit, similar to the case of common expense arrears). However, none of the foregoing provisions shall 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 the Declarant and/or any other dwelling or live/work unit owner(s), and the aforementioned indemnity and reimbursement provisions with respect to any increased insurance premiums and/or deductible amount(s) 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 the Declarant and/or any other dwelling or live/work 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) binding on the Corporation that is expressly authorized or ratified 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, in accordance with the provisions hereinafter set forth), without obtaining the prior approval of the Corporation thereto in accordance with the provisions of the Act.

**Section 16 - 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 from time to time;

- 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 this Condominium's property manager for security purposes;

until such time as all of the 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. The Declarant shall be entitled at any time and from time to time 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 17 - Use of the Recreation Facilities**

- a) Subject to the overriding provisions of subsection 17(b) hereof, the Recreation 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 and live/work units in this Condominium, together with their respective residents, tenants and invitees, during the opening hours of the Recreation 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 Recreation Facilities, in accordance with all by-laws and regulations of the Governmental Authorities. However, subject to the overriding provisions of subsection 17(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 Recreation 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 Recreation 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 Recreation Facilities), in order to best co-ordinate the operation and use of the Recreation 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 Recreation 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 17(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 Recreation 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 Recreation 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 Recreation 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 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 Recreation Facilities pursuant to the Declarant's on-going 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 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) situate within the Recreation 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 18- Use of the Multi-Purpose/Party Room**

The use of the multi-purpose/party room (comprising part of the common elements and part of the Recreation Facilities) 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), or any of the owners and/or tenants of the dwelling and/or live/work units in this Condominium. The use of the multi-purpose/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 damage deposit, together with a service/cleaning charge, may 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 any such party or meeting (as the case may be) may be levied by the board of directors from time to time, in its sole and unfettered discretion. However, no damage deposit, service/cleaning charge or security charge shall be required to be paid or posted by the Declarant under any circumstances involving its use or reservation of the multi-purpose/party room, nor shall any such deposit or charge be paid or posted with respect to any meeting(s) of the board of directors and/or the unit owners that has been convened for the purposes of formally conducting the business and affairs of this Condominium.

#### **Section 19 - Use of the Visitor Parking Spaces**

Save as hereinafter otherwise provided to the contrary, each of the visitor parking spaces shall be used only by the respective visitors and guests of the owners, residents and tenants of the dwelling and live/work units in this Condominium, and by the Declarant and its employees, agents, representatives, contractors and invitees, for the purposes of parking thereon (on a temporary basis only) only one motor vehicle per space, and each such space shall be individually so designated by means of clearly visible signs. Access to the visitor's parking spaces may be controlled by this Condominium's security concierge or security personnel. Visitors of the owners and tenants of the commercial/retail units may also use the visitor parking spaces, but only if the owner or tenant of the commercial/retail unit has first applied for and obtained a visitor parking permit from the Condominium's security concierge or security personnel. 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 three (3) 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 units owned by the Declarant in this Condominium. None of the visitor parking spaces shall be assigned, leased or sold to any unit owner(s) 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 outdoor visitor parking, shall be restricted to a private passenger automobile, motorcycle,

station wagon, minivan or truck, and shall exclude any type of commercial vehicle or truck, as well as any 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, as well as any service vehicles utilized in connection with the maintenance and/or repair of the units and/or common elements within this Condominium. The use and operation of the visitor parking spaces situate within the confines of this Condominium shall be monitored and controlled by the security concierge or security personnel retained by or on behalf of the Corporation.

**Section 20 - Restricted Access or Use of Common Elements**

- a) 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.
- b) None of the owners, tenants or occupants of the commercial/retail units, nor any of their respective agents, representatives, employees, contractors, invitees, licensees or customers, shall have any right of access to, nor any use or enjoyment of, any portion of the Recreation Facilities (nor to any of the equipment, facilities or amenities contained therein) whatsoever, nor any portion of the common elements situate above level 1 (including being prohibited from using any of the Condominium's elevators to access any level above level 1), nor any portion of the common elements reserved for the exclusive use of any of the dwelling units and/or the live/work unit, wheresoever situate within this Condominium. However, notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby expressly declared and stipulated that the owners and tenants of the commercial/retail units, and their respective authorized agents, representatives, employees and contractors, shall nevertheless be entitled to full and complete unimpeded pedestrian access and egress over, across and upon all outdoor and indoor walkways, corridors, stairwells and ramps within this Condominium which lead to :
- i) the commercial/retails units, or any level thereof, together with any fire exit stairwells and corridors (wheresoever situate) for emergency egress purposes;
  - ii) the heating and air-conditioning compressors and condensers, and all appurtenant heating and/or cooling equipment, installations and/or systems servicing the commercial/retail units, which equipment and systems are located on level 1 and/or level A;
  - iii) those areas on level 1 or level A of the Condominium which contain or house the water, hydro-electric and/or gas consumption meters for the commercial/retail units, together with all switch gears, breaker panels and other electrical equipment and appurtenances thereto, utilized in connection with the operation or servicing of the commercial/retail units; and
  - iv) the Condominium's mechanical, electrical and/or telephone or telecom room(s), utilized in connection with the operation or servicing of the commercial/retail units (or any portion thereof);
- subject however to such reasonable and customary restrictions on access thereto as may be implemented by the security personnel retained by or on behalf of the Corporation.
- c) None of the owners or tenants of any of the dwelling units or live/work unit, nor any of their respective agents, representatives, contractors, invitees or licensees, shall have any right of access to (nor any use or enjoyment of) any heating and air-conditioning compressors and condensers (and any other appurtenant heating and/or cooling equipment, installations and/or systems) servicing any of the commercial/retail units, nor to the Condominium's mechanical, electrical and/or telephone or telecom room(s) utilized in connection with the operation of the commercial/retail units (or any portion thereof).

- d) In the event that an owner or tenant of the commercial/retail units (who is not also an owner or tenant of a dwelling unit) is also the owner or tenant of a parking unit, bicycle locker unit and/or bicycle storage unit situate within the underground parking garage of this Condominium (and correspondingly located on levels A, B, C or D), then the right of access and egress to and from such parking unit, bicycle locker unit and/or bicycle storage unit by such owner or tenant of a commercial/retail unit shall be restricted to only those common element areas on levels A, B, C and/or D (as the case may be) which are reasonably necessary to provide access between from such parking unit, bicycle locker unit or bicycle storage unit and such commercial/retail unit.

#### **Section 21 - Modification of Common Elements, Assets and Services**

##### **a) General Prohibition**

Save as otherwise specifically provided in this declaration to the contrary, no owner shall make any change or alteration to the common elements (or to an installation upon the common elements), nor alter, decorate, renovate, maintain or repair any part of the common elements (except for maintaining or repairing those parts of the common elements that he or she has a duty to maintain or repair in accordance with the provisions of this declaration), without obtaining the prior written approval of the Corporation in accordance with the Act, and correspondingly entering into an AAI Agreement with the Corporation in respect of any proposed addition, alteration or improvement to the common elements in accordance with the provisions of Section 98 of the Act. Without limiting the generality of the foregoing, and save and except for the Declarant, no unit owner shall erect or install any type of balcony, patio or terrace enclosure or privacy screen/fence upon any portion of the common elements (whether exclusive use or otherwise), without having the construction, erection or installation of same, as well as the specific design, size, colour, specifications and location of same (together with all financial commitments by any such owner with respect to the future maintenance, repair and insurance costs of same) first approved in writing by the board, and ultimately confirmed by the provisions of an AAI Agreement entered into with the Corporation.

##### **b) Substantial Additions, Alterations or Improvements**

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

##### **c) Non-Substantial Additions, Alterations or Improvements**

The Corporation may make any non-substantial addition, alteration or improvement to (or renovation of) the common elements or any portion thereof, or may make any non-substantial change to the assets of the Corporation, or any non-substantial change(s) in any service(s) that the Corporation provides to the owners, in accordance with the provisions of 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) Commercial Partition Removal and Minor Installations**

Notwithstanding anything provided in this declaration to the contrary, for the purposes of regulating and managing the affairs of this Condominium and its compliance with the provisions of the Act, the following shall not be considered to constitute an addition, alteration, improvement to or renovation of the common elements (whether substantial or otherwise), namely:

- i) the removal or replacement of the whole or any portion of any non-structural or non-load bearing partition or demising wall(s) or column(s) situate within a commercial/retail unit, (hereinafter referred to as the "Commercial Partition Removal"), provided that the Commercial Partition Removal is undertaken at the sole cost and expense of the Declarant or the owner desiring to undertake same (as the case may be), and provided further that the provisions set out in section 21(f) hereof are complied with;
- ii) any alteration, addition, improvement to or renovation of the common elements situate within a commercial/retail unit which is in the nature of a leasehold improvement thereto;
- iii) any change or alteration undertaken or effected to any portion of the common elements pursuant to an obligation imposed upon the Corporation set forth in this declaration, any by-law and/or any agreement(s) authorized by any by-law; and

- iv) any activity or work in the nature of piercing, puncturing, protruding onto, installing upon, hanging from or affixing to any portion of the common elements that is desired or required by the Declarant and/or the owner of a commercial/retail unit, in connection with the installation, servicing, maintenance, repair and/or operation of any water, gas, hydro-electric, telephone or television service, and/or any mechanical, electrical, plumbing, heating, cooling, refrigeration or other ancillary servicing system, equipment or fixture which, in turn, is necessary or desirable for the operation or servicing of such commercial/retail unit, but which does not require the removal of any structural reinforcing element or feature contained within the common elements, and which does not affect the structural integrity or load-bearing capacity of any unit(s) and/or any portion of the common elements, and for purposes of clarification, any such permitted activity or work shall include, without limitation, the following, namely:
- A) the installation, alteration, repair, replacement or upgrading of any servicing equipment, fixture or system which exclusively services (or is intended to exclusively service) either or both of the commercial/retail units, and the hooking up of such servicing equipment, fixture or system into the Condominium's servicing system(s), including without limitation, any air-conditioning system, heating system, plumbing system, sewage or drainage system, electrical system, mechanical system, lighting system, ecology or venting/air filtration system, fire alarm or fire prevention system, sound insulation system, heat insulation system, sprinkler system, security system, and/or loading or storage system;
  - B) the covering, recovering, replacement or erection of any interior partition walls, glass panels, doors and/or windows within a commercial/retail unit, provided that any partition wall so erected or removed does not comprise or constitute a structural or load bearing wall; and
  - C) the installation, alteration, removal or replacement of any floor covering, wall covering, ceiling covering, light fixture, and/or other similar finishings or installations within a commercial/retail unit, and the implementation of similar improvements to (or renovations of) such commercial/retail unit which the owner thereof desires to undertake in connection with the operation of any business or commercial/retail activity therefrom;

(with each of the foregoing described activities or work being hereinafter individually referred to as a "Minor Installation" and collectively referred to as the "Minor Installations"), on the express understanding that each Minor Installation shall be undertaken at the sole cost and expense of the Declarant or the unit owner desiring to implement same (as the case may be), and provided further that the requirements set out in section 21(f) below are complied with.

f) **Requirements for Undertaking any Commercial Partition Removal or Minor Installation**

The Declarant or the owner of a commercial/retail unit seeking to undertake and complete a Commercial Partition Removal and/or a Minor Installation shall comply with the following requirements, namely:

- i) Copies of all plans, drawings and specifications prepared by a certified architect or engineer (showing in complete detail the proposed construction within or adjacent to the subject unit, and illustrating in sufficient detail the manner in which the common elements of the Corporation may be affected thereby) shall be submitted to the board for its approval prior to the commencement of any Commercial Partition Removal and/or Minor Installation;
- ii) The Declarant or owner seeking to implement the Commercial Partition Removal and/or any Minor Installation shall comply with the provisions of all applicable building, fire, health and safety rules and regulations imposed by the Governmental Authorities, and shall procure a building permit prior to the commencement of any work in connection with the Commercial Partition Removal and/or Minor Installation, if same is required by the Governmental Authorities;
- iii) The board shall give the Declarant or owner seeking to implement the Commercial Partition Removal and/or Minor Installation reasonable access to the Condominium's plans, drawings and specifications within the Corporation's possession or control which pertain to the Condominium's building and servicing systems, in order to assist the Declarant or such owner (and its consultants) to determine the safest and most expeditious manner of installing or completing the Commercial Partition Removal and/or Minor Installation;
- iv) The board shall ensure that no actions or steps are taken by or on behalf of the Corporation (or by anyone else) which would unreasonably limit, restrict or interfere with access to those common element areas affected by the proposed Commercial Partition Removal and/or Minor Installation at all reasonable times by the Declarant or the said owner seeking to implement the Commercial Partition Removal and/or Minor Installation (and its/their authorized workmen, agents and contractors) in order to facilitate and expedite all requisite work in connection with the Minor Installation;
- v) Adequate measures shall be taken by the Declarant or the unit owner seeking to implement the Commercial Partition Removal and/or the Minor Installation to minimize, as far as reasonably possible, any noise, interference, vibration or other disturbance or inconvenience arising from any construction operations in connection therewith, and without limiting the generality of the foregoing, it is hereby declared and stipulated that any work, services or construction activity undertaken in connection with any Commercial Partition Removal and/or Minor Installation shall be carried out only between the hours of 8:00 a.m. to 8:00 p.m. - Monday through Saturday (thereby excluding Sundays and statutory holidays);
- vi) Any Minor Installation involving the hooking into (or connection with) any of the Condominium's servicing systems shall, where applicable, require the subject unit to be connected to a consumption or check meter, in order to allow the Corporation to monitor the extra or additional hydro, gas and/or water service consumed (if any) by the subject unit as a result of such Minor Installation (and to charge/invoice the said owner accordingly for same), and shall require the Declarant or the subject unit owner to provide the board with a certificate from a duly qualified engineer confirming that the Minor Installation intended to be implemented meets all applicable requirements of the public or local utility authority, and all requirements of the Ontario Building Code and the Electrical Code (if applicable), and that the subject

unit will (after the Minor Installation has been completed) operate within the permitted utility or service tolerances (or maximum consumption capacities) designed for the commercial/retail units, in order to ensure that the Condominium's overall services will not exceed permitted or acceptable levels once the Minor Installation is completed. If such tolerances or capacities will be exceeded, then the Declarant or the unit owner seeking to implement the Minor Installation will be required to procure such upgraded power or service directly from the public or local utility authority, at its sole cost and expense;

- vii) The contractor(s) performing any Commercial Partition Removal and/or Minor Installation shall be approved, in advance, by the board of directors or the Declarant, acting reasonably;
- viii) All reasonable fees and disbursements incurred (or to be incurred) by the Condominium in retaining its own independent engineer or consultant (and which engineer or consultant has concomitantly been approved by the Declarant) to review the proposed plans, drawings and specifications of the commercial/retail unit owner desiring to implement the Commercial Partition Removal and/or Minor Installation (if and when such third party review is deemed necessary or desirable by the board) shall be fully paid for by such commercial/retail unit owner; provided however that in those circumstances where the Declarant desires to implement the Commercial Partition Removal and/or Minor Installation, then the Condominium shall bear, on its own, all such fees and disbursements incurred by the Corporation in retaining any engineer or consultant to review the Declarant's proposed plans, drawings and specifications; and
- ix) Adequate liability insurance naming the Condominium as a named insured (along with evidence that the annual premium for such insurance coverage has been paid) shall be procured prior to the commencement of the Minor Installation, and a certified copy thereof shall be delivered to the board by the Declarant or the unit owner desiring to implement the Minor Installation, with the said insurance to contain or incorporate such provisions as the Condominium (or its designated insurer) deems adequate or appropriate in order to protect the Condominium from liability for loss and/or damage occasioned to persons and/or property as a result of the implementation of the Minor Installation.

g) **AAI Agreement**

Despite the language in subsection 21(e) hereof which provides that a Commercial Partition Removal and Minor Installations shall not be considered to constitute an addition, alteration, improvement to or renovation of the common elements, and for the express purpose of ensuring that the provisions of sections 97 and 98 of the Act are complied with, it is hereby expressly declared and stipulated that any Commercial Partition Removal or Minor Installation desired to be undertaken or implemented in accordance with the preceding provisions of this declaration shall also be the subject of (and shall correspondingly be expressly permitted by) the terms and provisions of an AAI Agreement that shall be entered into by the Corporation with either the Declarant or any successor owner of the affected commercial/retail unit desiring to implement same, as the case may be, provided that the terms of such AAI Agreement shall be consistent with the preceding provisions of subsections 21 (e) and (f).

h) **As-Built Drawings**

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

**PART 4 - OWNERSHIP OF UNITS**

**Section 22 - Restrictions on Parking, Bicycle Locker and Bicycle Storage Units**

- a) Save and except for any parking, bicycle locker and/or bicycle storage unit(s) owned by the Declarant or the Corporation, the ownership, sale, leasing, charging, assignment, transfer or other conveyance or encumbrance of any parking, bicycle locker and/or bicycle storage unit(s) [hereinafter collectively referred to as the "Restricted Units" and individually referred to as a "Restricted Unit"] 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, live/work unit and/or commercial/retail unit within this Condominium;
  - ii) any sale, transfer, assignment or other conveyance of any Restricted Unit shall be made only to the Declarant, or to the Corporation, or to any owner of a dwelling, live/work and/or commercial/retail unit within this Condominium;
  - iii) any lease of any Restricted Unit shall be made only to the Declarant, or to the Corporation, or to any owner or tenant of a dwelling, live/work and/or commercial/retail unit within this Condominium, provided however that if any Restricted Unit is so leased to a tenant of a dwelling, live/work and/or commercial/retail unit, then the term of such lease shall not

- extend beyond the term of the tenancy in respect of such dwelling, live/work and/or commercial/retail unit;
- iv) where any Restricted Unit is leased to an owner of a dwelling, live/work and/or commercial/retail unit in this Condominium, then upon the sale, transfer, assignment or other conveyance of the lessee's dwelling, live/work and/or commercial/retail 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, live/work and/or commercial/retail unit, within thirty (30) days of the registration of the transfer of title to the said dwelling, live/work and/or commercial/retail unit, failing which the lease of such Restricted Unit shall be automatically terminated and be of no further force or effect, and the Restricted Unit which is 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, live/work and/or commercial/retail unit in this Condominium, and such lessee is deprived of possession and/or ownership of his or her dwelling, live/work and/or commercial/retail unit through any legal action, by any party holding or claiming a registered mortgage, charge, execution, lien or other encumbrance against the said dwelling, live/work and/or commercial/retail unit, then the lease in respect of such Restricted Unit shall be deemed to have been in default, and shall thereupon be automatically terminated and of no further force or effect, whereupon the Restricted Unit which is 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, and any lease of any Restricted Unit shall automatically be deemed and construed to be amended in order to accord with the foregoing provisions hereof.
- c) Notwithstanding anything hereinbefore contained to the contrary, the Declarant shall be at liberty to sell and/or transfer any parking unit or units to 204 King Properties Inc., Dundee Canada (GP) Inc. and/or their successors and assigns.

#### PART 5 - OCCUPATION AND USE OF UNITS

##### Section 23 - 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 any 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 and/or the common elements, or that may result in the cancellation (or threat of cancellation) of any insurance policy obtained or maintained by the Corporation or otherwise referred to in this declaration, or that may significantly increase any insurance premium(s) or deductible amount with respect to any insurance policy of the Corporation, 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, and/or any agreement(s) binding on the Corporation and expressly authorized or ratified by any by-law. 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 such owner's unit and/or to any other unit(s) or to any part of the common elements, or results in the premium of any insurance policy obtained or maintained by the Corporation being significantly increased, or results in the payment of a deductible amount (or an increase in any deductible amount) with respect to any insurance policy of the Corporation, or results in any such policy being cancelled, then such owner shall fully indemnify and save the Corporation harmless from and against all costs, claims, damages and/or liabilities that the Corporation may suffer or incur as a consequence thereof, and such owner shall also be personally liable to pay and/or fully reimburse the Corporation for all costs and expenses incurred to fully redress or rectify any such injury or damage [including without limitation, all deductible amounts and increased insurance premiums (if any), together with all legal fees and disbursements incurred by the Corporation in the collection of any of the aforementioned costs, on a solicitor and client basis], on the express understanding that all such costs, expenses, legal fees and disbursements may be recovered by the Corporation against such owner in the same manner, and to the same extent, as common expenses (and with corresponding lien rights in favour of the Corporation against such owner's unit, similar to the case of common expense arrears). The foregoing provisions of this subparagraph shall not, however, 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 the Declarant and/or any other 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 the Declarant and/or any other 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) Subject to the overriding provisions of sections 21(e), (f), (g) and (h) hereof, and 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 24 - Use of the Dwelling Units**

Each dwelling unit shall be occupied and used only for residential purposes, and/or for the business of providing transient residential rental accommodation on a furnished and/or unfurnished suite basis (with or without ancillary maid, cleaning and/or laundry services), through short term or long term license/lease arrangements, all in conformity with the applicable zoning and building by-laws and regulations of the Governmental Authorities, as same may be amended from time to time (with such zoning and building by-laws being hereinafter collectively referred to as the "Applicable Zoning By-laws"),

and for no other purpose whatsoever, provided however that the foregoing shall not prevent or in any way restrict:

- a) the Declarant from completing the building situate on the Real Property and all improvements thereto, nor shall the foregoing prevent the Declarant (or any mortgagee who has a registered mortgage or charge against not less than twenty-five (25%) percent of the dwelling units in this Condominium, and who seeks to sell the dwelling units so encumbered by said mortgage or charge) from utilizing any of such dwelling units for the purposes of creating and/or maintaining therein one or more marketing, sales, construction and/or customer-service office(s), as well as advertising signs and temporary model suites for display purposes (at such locations and having such dimensions and designs as the Declarant or such mortgagee may determine in their respective sole, unfettered, unchallenged and unreviewable discretion), until such time as all of the units in this Condominium (or such lesser number as the Declarant may determine in its sole, unfettered, unchallenged and unreviewable discretion) have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof; and
- b) 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.

#### **Section 25 - Use of the Live/Work Unit**

The occupation and use of the live/work unit shall be in accordance with the following restrictions and stipulations:

- a) Save as hereinafter otherwise provided to the contrary, the live/work unit shall be occupied and used only for those purposes applicable to the dwelling units as set out in section 24 of this declaration, or for live/work purposes in conformity with the Applicable Zoning By-laws, provided, however that the foregoing shall not restrict or prevent the Declarant from completing the building situate on the Real Property and all improvements thereto, or from utilizing any the live/work unit for the purposes of creating and/or maintaining therein a marketing, sales, construction and/or customer-service office(s), as well as advertising signs and temporary model suites for display purposes (at such locations and having such dimensions and designs as the Declarant or such mortgagee may determine in their respective sole, unfettered, unchallenged and unreviewable discretion), until such time as all of the units in this Condominium (or such lesser number as the Declarant may determine in its sole, unfettered, unchallenged and unreviewable discretion) have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof.
- b) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is expressly declared and stipulated that in no event shall any owner be permitted to use (or allow any other party to use) the live/work unit (or any portion thereof) for any of the Prohibited Purposes (as such term is defined in subsection 28(b) of this declaration).
- c) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is expressly declared and stipulated that in no event shall any owner use (or allow any other party to use) the lower storey of the live/work unit (or any portion thereof) for any purpose other than an office or for storage.
- d) The owner of the live/work unit who intends to use such unit for live/work purposes shall, at such owner's sole cost and expense, be solely responsible for:
  - i) determining and satisfying himself or herself as to whether the live/work unit may be lawfully or properly used for such owner's intended use; and
  - ii) obtaining an occupancy permit (or such other occupancy authorization issued by the Governmental Authorities), and any other consents or permissions to any use proposed to be made of the live/work unit, as required by the Governmental Authorities pursuant to any applicable legislation, by-law, rule or regulation.
- e) The owner of a live/work unit shall be entitled to affix and maintain a sign on the exterior face of the building provided that:

- i) the sign may only be placed directly on the exterior of the live/work unit and only in the area above the window mullions;
- ii) the dimensions of the sign shall not exceed 4 m. in length and 50 cm in height;
- iii) only illuminated channel letter signage is permitted;
- iv) the sign shall be in strict conformity with the Applicable Zoning By-laws;
- v) the design of the sign must be approved by the board before the sign is affixed; and
- vi) the owner shall maintain the sign in good and functional condition at all times at the owner's sole cost and expense.

No other signage shall be permitted either on the exterior or on the interior of the unit which is visible from the exterior. Without limiting the foregoing, there shall be no signage affixed to or placed in windows or doors. No materials, boxes or other items may be displayed in or stored adjacent to the windows.

#### **Section 26 - Use of the Parking Units**

- a) Each parking unit shall be used and occupied for motor vehicle and/or bicycle parking purposes only, in strict accordance with the rules of the Corporation in force from time to time. Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the board, the term "motor vehicle", when used in the context of parking units, shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan or truck not exceeding 1.9 metres in height, and shall exclude any type of commercial vehicle or truck, and any 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, as well as any service vehicles utilized in connection with the maintenance and/or repair of the units and/or common elements within this Condominium. The owner of a parking unit, whether or not described or designated as a "regular parking unit" or a "tandem parking unit" in Schedule "D" annexed hereto, may park one or more vehicles and/or bicycles within the boundaries of such parking unit, provided however that in no instance shall any portion of any motor vehicle or bicycle so parked within a parking unit protrude beyond the boundaries thereof, nor encroach upon any portion of the common elements. The owner of a parking unit shall maintain such unit in a clean and sightly condition. The Corporation may make provision in its annual budget for the cleaning and sweeping of the parking units, either in their totality, or in groups of parking units.
- b) Non-disabled owners and/or occupants of any of the Handicapped Parking Units (including a disabled unit owner who is not personally using or occupying such Handicapped Parking Unit) shall be obligated, upon notification by the condominium corporation, to exchange, at no cost to any disabled driver who is a resident of this Condominium (and who holds a valid disabled parking permit that is appropriately displayed or visible in their vehicle), the use of the Handicapped Parking Unit for the use of such disabled driver's non-handicapped parking unit, throughout the duration of such disabled driver's residency in this Condominium.

#### **Section 27 - Use of the Bicycle Locker Units and Bicycle Storage Units**

- a) Each bicycle storage unit shall be used only for the purposes of storage of one or more bicycles therein, as can be accommodated within the confines thereof, and any such use shall be in strict accordance with the rules of the Corporation in force from time to time.
- b) Each bicycle locker unit shall be used and occupied for storage purposes (including the storage of one or more bicycles therein, if same can be accommodated within the confines thereof), 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 the Applicable Zoning By-law(s) and/or any fire, health or safety regulation(s) of the Governmental Authorities, and any such use shall be in strict accordance with the rules of the Corporation in force from time to time. The board may, from time to time, restrict the categories of items that may be stored or used in such locker units, and which (in the opinion of the board or the Condominium's property manager, 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 locker unit(s) owned by it, in any manner and/or for any purposes not expressly prohibited by the Applicable Zoning By-laws or by other regulations of the Governmental Authorities.

### Section 28 - Use of the Commercial/Retail Units

The occupation and use of the commercial/retail units shall be in accordance with the following restrictions and stipulations:

- a) Save as hereinafter otherwise provided to the contrary, the commercial/retail units shall be used and occupied only for commercial/retail purposes (such as stores, restaurants or offices) in conformity with the Applicable Zoning By-laws; provided however that the foregoing shall not restrict or prevent the Declarant from completing the building situate on the Real Property and all improvements thereto, and maintaining the commercial/retail units as a models for display, sale and/or leasing purposes, and maintaining construction or customer-service offices, displays and signs therein, pursuant to the Declarant's ongoing marketing/sales/construction/customer-service programs in respect of this Condominium, at such locations and having such dimensions as the Declarant may determine in its sole discretion, until such time as all 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.
- b) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby expressly declared and stipulated that under no circumstances shall any owner be permitted to use (or allow any other party to use) his or her commercial/retail unit (or any portion thereof) for any of the following uses or purposes (the "Prohibited Purposes") namely:
  - i) any use or business involving the sale, preparation, consumption, storage, manufacture and/or utilization of food in any manner whatsoever;
  - ii) any use involving or requiring the consumption, storage, manufacture or utilization of any toxic waste or contaminant;
  - iii) any purpose (or in any manner) which would likely constitute a nuisance to (or otherwise interfere with) the other unit owners or occupants in this Condominium, or the owners or occupants of any building(s) adjacent to the Real Property, by reason of the creation or emission from such owner's commercial/retail unit of vibrations, odours, gases, smoke, noise, extremely bright lights, fumes, cinders, soot, waste or otherwise;
  - iv) the administration of any treatment, procedure and/or use determined to be obnoxious or offensive by the Declarant or the board of directors of this Condominium (acting reasonably), nor for any use or purpose which may contravene the Applicable Zoning By-laws;
  - v) any use or purpose which, in the reasonable opinion of the board, is incompatible with the residential nature of the balance of the Condominium (and the possible presence of children within the Condominium or in the neighbouring vicinity thereof), such as an adult entertainment or x-rated video store or parlour, at which is offered services, entertainment or items appealing to (or designed to appeal to) erotic or sexual appetites or inclinations, or any other use or purpose that is similar or analogous thereto, regardless of whether same is otherwise lawfully permitted by the Applicable Zoning By-Laws; and
  - vi) an abortuary, or a medical clinic or medical office dispensing medical services to the public whose primary practice or ancillary services may likely cause the insurance premiums of the Condominium to increase substantially beyond that which would otherwise be ordinarily attributable to the commercial/retail uses allowed under the Applicable Zoning By-Laws, or which may likely pose a greater degree of risk, nuisance or danger to the residents and occupants of this Condominium, as determined by the Declarant or the board of directors of this Condominium (acting reasonably), regardless of whether same is otherwise lawfully permitted by the Applicable Zoning By-Laws.
- c) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is expressly declared and stipulated that in no event shall any owner use (or allow any other party to use) the lower storey of a commercial/retail unit (or any portion thereof) for any purpose other than as an office or for storage.
- d) Each owner of a commercial/retail unit shall, at such owner's sole cost and expense, be solely responsible for:
  - i) determining and satisfying himself or herself as to whether his or her commercial/retail unit may be lawfully or properly used for such owner's intended use; and
  - ii) obtaining an occupancy permit (or such other occupancy authorization issued by the Governmental Authorities), and any other consents or permissions to any use proposed to be made of such owner's commercial/retail unit, as required by the Governmental Authorities pursuant to any applicable legislation, by-law, rule or regulation.
- e) Each owner of a commercial/retail unit shall be entitled to affix and maintain a sign on the exterior face of the building provided that:
  - i) the sign may only be placed directly on the exterior of the commercial/retail unit and only in the area above the window mullions;
  - ii) the dimensions of the sign shall not exceed 4 m. in length and 50 cm in height;
  - iii) only illuminated channel letter signage is permitted;

- iv) the sign shall be in strict conformity with the Applicable Zoning By-laws;
- iv) the design of the sign must be approved by the board before the sign is affixed; and
- v) the owner shall maintain the sign in good and functional condition at all times at the owner's sole cost and expense.

No other signage shall be permitted either on the exterior or on the interior of the unit which is visible from the exterior. Without limiting the foregoing, there shall be no signage affixed to or placed in windows or doors. No materials, boxes or other items may be displayed in or stored adjacent to the windows.

- f) Notwithstanding any provision contained in this declaration or in any bylaws or rules hereafter passed or enacted to the contrary, the owner of a commercial/retail unit shall be responsible for connecting his or her unit to the Condominium's servicing and utilities systems, and to the public or local utility authority's systems (and shall also be responsible for any changes made to the servicing systems with respect to his or her unit, implemented from time to time), all at such owner's sole cost, risk and expense, subject however to the following overriding provisions, namely:
- i) the commercial/retail unit owner shall first submit detailed plans, drawings and specifications to both the board and the Declarant (for their information only), outlining the unit's servicing requirements (and/or changes thereto) and the desired outlets for such unit;
  - ii) the consulting engineer that is retained by the commercial/retail unit owner to implement the aforementioned servicing plans shall then certify to the Corporation and to the Declarant that the plans and specifications so submitted are in conformity with the Ontario Building Code and the Electrical Code (if applicable), and the public or local utility authority's requirements, and in accordance with the schedule of tolerances (or maximum consumption capacities) pertaining to the various utilities provided to the Condominium, as specified or outlined by the architect and/or engineer which had been retained by the Declarant in connection with the overall servicing, design and operation of the Condominium, in order to ensure that the Condominium's overall water, gas, hydro-electric and/or sanitary sewer consumption or usage does not exceed permitted or acceptable levels (so as to avoid power blackouts, water shortages, etc.);
  - iii) the cost of implementing the physical hook-up work, and procuring all requisite permits, licenses and approvals as are required in accordance with the Applicable Zoning By-laws, the public or local utility authority's guidelines or requirements, and the Ontario Building Code and the Electrical Code (if applicable) shall be borne by the owner of the subject commercial/retail unit, along with the cost of procuring adequate liability insurance to cover any potential claim(s) for loss and/or damage to persons and/or property occasioned by the negligent hook-up or installation of any services to the unit (with coverage not less than two million dollars per occurrence), and a certified copy of said policy (naming both the Declarant, while it owns any unit in this Condominium, and the Corporation, as co-insureds) shall be submitted to the board and the Declarant (along with evidence that the annual premium(s) for such insurance coverage has been paid by such unit owner) prior to the commencement of any such work;
  - iv) the Corporation shall, forthwith upon demand, provide the commercial/retail unit owner with copies of all relevant plans, drawings and specifications of the Condominium which are in the board's possession or control (ie. pertaining to the Condominium's heating/cooling, lighting, electrical, mechanical, plumbing and servicing systems, etc.), in order to assist such owner's consultants to determine the safest and most expeditious manner of connecting the said unit to the Condominium's various servicing systems; and
  - v) the Corporation shall ensure that no actions or steps are taken by or on behalf of any other owner, resident or occupant within this Condominium, or by anyone else, which would limit, restrict or interfere with the commercial/retail unit owner's access to, and egress from, his or her unit, and all non-exclusive use common element areas on level 1 and level A respectively, at all reasonable times, in order to allow such owner (and such owner's tenants and duly authorized employees, agents, representatives and/or contractors) to carry out and complete all requisite servicing work as hereinbefore provided or contemplated.
- g) Notwithstanding any provision contained in this declaration or in any bylaws or rules hereafter passed or enacted to the contrary (and subject to compliance with the provisions of subsection 28(h) below), the owner of a commercial/retail unit shall, at his or her sole cost, risk and expense, be entitled to affix, attach, install, replace, pierce, puncture, or protrude onto any part of his or her unit, and/or implement and complete any Minor Installations upon or within any part of his or her commercial/retail unit, as well as those portions of the common element areas located on (or immediately adjacent to) level A and/or level 1 which contain any pipes, wires, cables or conduits that lead to (and exclusively service) his or her commercial/retail unit, all without having to obtain the consent of the board or any other unit owner(s) thereto, in order to carry out or implement any of the following, namely:
- i) to install, alter, repair or replace any servicing equipment, fixture or system which services (or is intended to service) his or her commercial/retail unit exclusively, including without limitation, any air-conditioning system, refrigeration system, heating system, plumbing system, sewage or drainage system, electrical system, mechanical system, lighting system, ecology or air filtration/ventilation system, fire alarm or fire prevention system, sound insulation or heat insulation system, sprinkler system, security system and/or loading or storage system;
  - ii) to alter the configuration of any non-load bearing wall(s) situate within the commercial/retail unit, and/or to perform the Commercial Partition Removal;
  - iii) to erect, replace, cover or re-cover any partition wall(s) or interior glass panel(s)/window(s), and/or rear door(s) situate

within (or leading into) any such commercial/retail unit, together with all glass, plastic or other material(s) enclosing said unit (or contained therein) which constitutes part of said unit; and

- iv) to install, alter, remove or replace any floor covering, wall covering, ceiling covering, light fixture(s), and/or other similar finishings or installations within the commercial/retail unit, and generally to implement and carry out all similar improvements to or renovations of the said unit which the owner wishes to make, in order to assist such owner in the operation or conduct of his or her commercial/retail business, or any other activity lawfully carried out (or intended to be carried out) therefrom.
- h) Prior to the commencement of any of the work described or contemplated in the preceding subparagraph 28(g), the commercial/retail unit owner intending to implement or carry out such work shall comply with the following, namely:
- i) provide copies of all plans, drawings and specifications prepared by the commercial/retail unit owner's architect or engineer to both the Declarant and the board, showing in reasonable detail, the proposed installation, removal and/or alteration work, accompanied by a certificate from said architect or engineer confirming to both the Declarant and the board that such work will not unduly disturb, interrupt or interfere with (nor damage) any of the equipment or services that provide power or any utility services to any portion of the common elements, or to any dwelling or live/work unit, or to any other commercial/retail unit, and further confirming that such work complies with the provisions of the Applicable Zoning By-laws, and the Ontario Building Code and the Electrical Code (if applicable); and
  - ii) ensure that any work or construction activity is carried out only between the hours of 8:00 a.m. to 8:00 p.m. - Monday through Saturday (thereby excluding Sundays and statutory holidays), and establish and implement reasonable measures to ensure that any noise, vibration or interference likely to be caused to any other owner or owners is minimized to a reasonable extent, and thereafter implement such measures throughout the course of undertaking and completing such work.
- i) Any work or construction activity contemplated by the provisions of subsection 28(g) hereof, which is carried out by the owner of a commercial/retail unit in accordance with the provisions of subparagraph 28(h) hereof, shall not be considered or construed, under any circumstances, to constitute a substantial addition, alteration, improvement to or renovation of the common elements, within the meaning or context of subsections 97(4), (5) and (6) of the Act.
- j) Notwithstanding anything contained in this declaration or in any by-laws or rules hereafter passed or enacted to the contrary, each owner of a commercial/retail unit shall, in addition to his or her proportionate share of the common expenses more particularly set out in Schedule "D" annexed hereto, pay and be solely responsible for the following, namely:
- i) the cost of all water and hydro-electric services utilized or consumed by his or her commercial/retail unit (including the cost, on a per unit basis, of having the hydro and water meters or consumption meters appurtenant to each owner's commercial/retail unit read on a periodic basis, and having periodic invoices issued, and correspondingly having all monies owing thereunder from time to time duly collected and accounted for), together with the cost of heating and air-conditioning the commercial/retail unit;
  - ii) the cost of maintaining and repairing all windows and doors contained within (or leading into) his or her unit, and all glass, plastic and other materials enclosing said unit (or contained therein) which constitutes part of such unit, including without limitation, the cost of cleaning and replacing (as and when necessary or desired) all exterior signs, as well as all plate glass windows and doors situate within (or leading into) his or her unit, together with the cost of insuring all such plate glass windows, doors and signs;
  - iii) the cost of maintaining and repairing all mechanical, electrical, lighting, heating, cooling, refrigeration and plumbing equipment, fixtures and systems, and all appurtenances thereto, which provide power and/or any other service exclusively to his or her commercial/retail unit, including without limitation, any sewage or drainage system, ecology or air filtration/ventilation system, fire alarm or fire prevention system, sound insulation system, heat insulation system, sprinkler system, security system and/or loading or storage system, regardless of whether such equipment, fixtures and/or systems lie within (or beyond) the boundaries of such unit, as monumented in Schedule "C" of this declaration (and as further described in section 5 of this declaration); and
  - iv) any costs associated with the handling and storage of any garbage produced or emanating from the use or business being conducted from the commercial/retail unit, including without limitation, the cost of engaging a private waste disposal firm to remove, as and when reasonably required, garbage or waste from his or her commercial/retail unit (if garbage pick-up by the local municipality is not available, not provided or is insufficient), as well as any costs to be borne by such owner in having to purchase or rent the appropriate number and type of garbage bins in order to properly store or load the garbage emanating from his or her unit, if applicable, based on the type and amount of such garbage.
- The foregoing is not intended to constitute a complete or exhaustive list of those costs or expenses for which a commercial/retail unit owner shall be directly responsible, and is not intended to restrict or limit (in any manner) the various costs or expenses for which such an owner will be directly responsible pursuant to the Act, or any other provision(s) of this declaration.
- k) Notwithstanding any provision in this declaration or in any by-laws or rules hereafter passed or enacted to the contrary, and provided the two commercial/retail units are owned by the same party or parties, then such owner(s) shall be entitled to remove all or any portion of any non-load bearing partition or demising wall that separates two commercial/retail units, and which comprises part of any such unit(s), as monumented in Schedule "C" annexed hereto, without having to obtain the consent of the board or any other unit owner(s) thereto, and provided further that such removal or alteration work complies with the provisions

of section 28(g) hereof, and all applicable by-laws and regulations of the Governmental Authorities, and notwithstanding such removal, adjoining commercial/retail units thereby shall still constitute two separate commercial/retail units, as illustrated in the description filed concurrently herewith, and all obligations of the owner of the said two adjoining units, whether arising under the Act, this declaration, the by-laws or the rules of this Condominium (or any agreement(s) authorized by any by-law) shall remain unchanged. Where all or any portion of any non-load bearing partition or demising wall that separates two commercial/retail units any partition or demising wall has been so removed, the owner of the two adjoining commercial/retail units may thereafter resurrect or reconstruct said wall, without having to obtain the prior consent of the board or any other unit owner(s) thereto, provided such reconstruction work complies with the original specifications with respect thereto, and with all applicable by-laws and regulations of the Governmental Authorities, and provided further that said partition or demising wall is erected in the exact same location as originally constructed by the Declarant, as illustrated and delineated in the description filed concurrently herewith, with the final siting and relocation of such wall to be certified to the board by an accredited Ontario Land Surveyor, all without any cost, charge or expense to the Corporation whatsoever.

- l) Notwithstanding anything contained in this declaration or in any by-laws or rules hereafter passed or enacted to the contrary, the Corporation and its authorized workmen, agents, representatives and/or contractors shall be entitled to gain reasonable access to (and through) each commercial/retail unit (including any access doors located within any wall(s), floor(s) or ceiling(s) of such units) during those hours of any day when such commercial/retail unit is not ordinarily open for business to the general public, on at least 48 hours prior written notice to the intended or affected unit owner(s) [with no such notice being required in the case of an emergency], for the purposes of maintaining, repairing and/or servicing any clean-out valve(s), plumbing stack(s), shut-off valve(s), electrical and/or mechanical switching mechanism(s), and all other utility, mechanical, electrical, plumbing and/or sewage equipment, installations and/or systems, and any appurtenances thereto, which service or benefit any other unit(s) and/or the common elements or any portion thereof. The Corporation shall be obliged to forthwith reimburse (and shall at all times indemnify and save harmless) the owner of any commercial/retail unit who has suffered or incurred any loss or damage to his or her unit (and/or to any goods, chattels, fixtures or equipment situate therein) as a result of the Corporation's exercise of the foregoing right to enter the said unit and maintain, repair and/or service the foregoing equipment, installation and/or systems (or incurred as a result of the Corporation's failure to properly or adequately maintain, repair and/or service same), including without limitation, any loss of revenue occasioned by the interruption of any business operated from such commercial/retail unit.

#### Section 29 - Hydro Costs

- a) This Condominium has a bulk meter for hydro electric consumption services (which will measure and gauge the hydro-electricity service consumed or utilized by all of the units and common element areas in this Condominium, en bloc), as well as the "smart" meter system referred to in clause (b) below. Without the "smart" meter system, the Corporation would receive a bulk invoice for the hydro service utilized or consumed by all of the units and common elements as a whole, from the local hydro authority or provider, pursuant to a reading taken by such authority on a bulk meter basis and be required to pay same in full on behalf of all of the respective unit owners in this Condominium, as and when due.
- b) In an effort to promote energy conservation, the Declarant has arranged for Toronto Hydro-Electric System Limited ("Toronto Hydro") to install a "smart" meter system in the Condominium which includes, inter alia, the following hydro-electric consumption meters:
- (i) one "smart" meter appurtenant to each of the dwelling, live/work and commercial/retail units in the Condominium to measure each such unit's hydro-electricity consumption;
  - (ii) one "smart" meter for the common elements to measure hydro-electricity consumption in respect of the common elements; and
  - (iii) one "smart" meter for the overall Condominium to measure the Condominium's total hydro-electricity consumption; (collectively, the "Smart Meter System").
- c) The Smart Meter System will remain the property of Toronto Hydro, and, pursuant to a Smart Meter installation and service agreement that entered into by the Declarant and assumed by the Condominium, Toronto Hydro shall operate, maintain, repair and inspect the Smart Meter System, periodically read each of the "smart" meters, issue invoices to the owner(s) of each dwelling, live/work and commercial/retail unit respectively based upon each such unit's respective "smart" meter readings, and issue an invoice to the Corporation for the balance of the Condominium's hydro-electricity consumption based upon the "smart" meter readings. Each such unit owner shall be responsible for the cost of hydro-electricity consumption attributable to each such unit

based upon such unit's respective "smart" meter readings. (with the cost of hydro 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 P.S.U.C. 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. The Corporation shall pay for the balance of the cost of the Condominium's hydro-electricity consumption (excluding all hydro-electricity measured by "smart" meters appurtenant to the afore-mentioned units) and same shall form part of the common expenses.

- d) In the event that any such unit owner fails to pay his or her P.S.U.C. on or before the due date set out in the invoices issued to such unit owner based upon its respective "smart" meter reading, and in the event that the Corporation becomes obliged to, or elects, in its sole and unfettered discretion, to pay such invoices or any part thereof or any amount attributable to such owner's unit, 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) to the extent permitted by law, add the outstanding amount together with all outstanding interest to the common expenses due from such Defaulting Owner and recover same from Defaulting Owner in the same manner as common expenses (with corresponding lien rights in favour of the Corporation as apply to common expense arrears; and/or
  - iii) maintain and enforce a lien (the "Hydro 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, and with all the rights, remedies and powers inherent in (or available to) a mortgagee or chargee when a mortgage or charge of real estate is in default pursuant to the provisions of The Mortgages Act R.S.O. 1990, as amended, and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Titles Registrar requires the Corporation (as a prerequisite to the registration and/or enforcement of said lien) to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same, and the Defaulting Owner shall, for all purposes, be deemed to have consented to any such application by the Corporation.
- e) The Hydro 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 Hydro 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 Hydro 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 Hydro 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 Hydro 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 Hydro 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 Hydro 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.
- f) The execution by the Corporation of a certificate confirming that the Corporation does, or does not, maintain or claim a Hydro 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 Hydro 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 Hydro 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 be undertaken pursuant to (and in accordance with) the provisions of a document registration agreement [in the most recent form adopted by the Joint LSUC - CBAO Committee On Electronic Registration Of Title Documents], and upon the Corporation's receipt of the full amount secured by the Hydro Lien, the Corporation shall electronically execute and release for registration the discharge or assignment of the Hydro Lien to the other party.

### Section 30 - Water Costs

- a) This Condominium has been designed and constructed with one bulk meter for water consumption (which will measure and gauge the water services consumed or utilized by all of the dwelling units, the live/work unit and commercial/retail units and all of the common element areas in this Condominium, en bloc). However, the Declarant has installed a separate water check or consumption meter appurtenant to each of the commercial/retail units and the live/work unit for the purposes of measuring and gauging the water services consumed by each such unit. The Corporation shall be obliged to maintain and repair, as and when necessary, the water check or consumption meter appurtenant to each commercial/retail unit and live/work unit, in order to ensure that the said check or consumption meter operates properly, but each owner of a commercial/retail unit and/or live/work unit shall be obliged to pay (and/or reimburse the Corporation for) all maintenance and repair costs incurred in connection with such owner's water check or consumption meter. The Corporation will accordingly receive a bulk invoice for the water service utilized or consumed by all of the units and common elements as a whole, from the local water authority or supplier, pursuant to readings taken by such authority or supplier on a bulk meter basis (hereinafter referred to as the "Bulk Water Bill"), and the Corporation shall be responsible for the payment of the Bulk Water Bill in full on behalf of all of the respective unit owners, as and when due. Forthwith following the Corporation's receipt of the Bulk Water Bill from time to time, the Corporation shall cause the water check or consumption meters appurtenant to each of the commercial/retail units and the live/work unit to be read, and shall thereafter issue and submit its own separate invoice(s) to each of the commercial/retail unit and live/work unit owners, reflecting the cost of the water consumption attributable to each of the commercial/retail and live/work units (with the cost of such water service or consumption so attributable to each of the commercial/retail and live/work unit owners being hereinafter referred to as such owner's "Proportionate Share of Commercial Water Consumption" or "P.S.C.W.C."). Each commercial/retail and live/work unit owner shall be obliged to pay to the Corporation his or her P.S.C.W.C. on or before the tenth (10th) day following receipt of an invoice for same from the Corporation (hereinafter referred to as the "Commercial Water Due Date"). In the event that any owner of a commercial/retail unit or live/work unit fails to pay to the Corporation his or her P.S.C.W.C. on or before the

Commercial Water 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 Commercial Owner") on such unpaid P.S.C.W.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 or substantial-indemnity scale, at a rate equal to 24% per annum, calculated monthly not in advance, with interest on the unpaid P.S.C.W.C. amount commencing to accrue from the Commercial Water 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 owing by the Defaulting Commercial Owner for such unpaid P.S.C.W.C. amount, together with all outstanding interest accrued thereon as aforesaid to the common expenses that are otherwise due and owing or payable by such Defaulting Commercial Owner to the Corporation and to recover same from the Defaulting Commercial Owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation as apply to common expense arrears); and/or
  - iii) maintain and enforce a lien against the Defaulting Commercial Owner's live/work or commercial/retail unit, as security for the payment of his or her P.S.C.W.C. amount, and for all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same, together with all outstanding interest accruing thereon as aforesaid (hereinafter referred to as the "Water Contractual Lien"), and it is hereby declared and stipulated that the Water Contractual Lien shall be enforceable by the Corporation in the same manner, and to the same extent, as a real property mortgage or charge, and with all the rights, remedies and powers inherent in (or available to) a mortgagee or chargee when a mortgage or charge of real estate is in default pursuant to the provisions of the Mortgages Act, R.S.O. 1990, as amended, and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Titles Registrar requires the Corporation (as a prerequisite to the registration and/or enforcement of said lien) to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same, and the Defaulting Commercial Owner shall, for all purposes, be deemed to have consented to any such application by the Corporation.
- b) Any monies received by the Corporation arising from the sale of the Defaulting Commercial Owner's live/work or commercial/retail unit pursuant to the Corporation's enforcement of the Water Contractual Lien shall be applied by the Corporation in the following order of priority, namely:
- i) firstly, to pay and fully satisfy all encumbrances registered against the Defaulting Commercial Owner's live/work or commercial/retail unit which at law have priority over the Water Contractual Lien, if any;
  - ii) secondly, to pay or reimburse the Corporation for all costs and expenses incurred in connection with its enforcement of the Water Contractual Lien, and the ultimate sale of the Defaulting Commercial Owner's live/work or commercial/retail 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 Defaulting Commercial Owner's live/work or commercial/retail unit;
  - iii) thirdly, to pay or reimburse the Corporation for (or in respect of) the Defaulting Commercial Owner's P.S.C.W.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 Commercial Owner's live/work or commercial/retail unit), in accordance with their respective priorities pursuant to the provisions of the Land Titles Act, R.S.O. 1990, as amended, and any applicable provisions of the Act; and
  - v) fifthly, the surplus or residue, if any, shall thereafter be paid to the Defaulting Commercial Owner, or to his or her heirs, estate trustees, successors and assigns.

The execution by the Corporation of a certificate confirming that the Corporation does, or does not, maintain or claim a Water Contractual Lien against a particular commercial/retail unit or live/work 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 commercial/retail unit or live/work 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 exclusive 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 Commercial Owner's unit shall, upon payment to the Corporation of the full amount secured by the Water 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 thereof, 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 be undertaken pursuant to (and in accordance with) the provisions of a document registration agreement [in the form adopted by the Joint LSUC-OBA Committee On Electronic Registration Of Title Documents on March 29<sup>th</sup>, 2004 (and posted onto the Law Society's website on April 8<sup>th</sup>, 2004), or any successor version thereof], and upon the Corporation's receipt of the full amount secured by the Water Contractual Lien, the Corporation shall electronically execute and release for registration the discharge or assignment of the Water Contractual Lien to the other party.

- c) In the event that the Corporation retains the services of a monitor to read the individual water check or consumption meters appurtenant to each of the commercial/retail and live/work units, and to correspondingly issue invoices to each of the respective commercial/retail and live/work unit owners for the cost of their respective consumption of water service (determined in accordance with the aforementioned sub-meter readings), then to facilitate the payment of such invoices, each of the commercial/retail and live/work unit owners shall (forthwith following a written request made by the Corporation or the monitor to do so) make their requisite payments of the said water invoices by way of a pre-authorized cheque plan, and shall execute such bank forms, authorizations, documents and instruments as may be reasonably required from time to time by the Corporation or the monitor in order to implement (and give full force and effect to) any such pre-authorized cheque plan. The monitor may also require a deposit from each commercial/retail and live/work unit owner (payable in advance of the monitor undertaking any of its contracted services) not exceeding the estimated cost of water consumption attributable to such owner's unit for a 3 month period, based on the monitor's reasonable estimate of same, utilizing prevailing commercial water industry standards. The monitor shall also be entitled to charge a monthly administration fee directly to each of the commercial/retail and live/work unit owners (incorporated as part of each periodic invoice for the cost of the water service so consumed), as compensation for the monitor's reading and invoicing services.

#### **Section 31 - Temporary Model Suites**

At the time of registration, one or more unsold 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 suite(s). The Declarant shall be entitled to maintain such model suite(s), together with the right to place or erect on the common elements (and/or within such unit(s) being utilized for temporary model suite(s)) all marketing/sale displays and signs, until such time as all 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 hereof.

### **PART 6 - LEASING OF UNITS**

#### **Section 32 - Notification of lease**

- a) In accordance with the provisions of section 83 of the Act, where the owner of a unit leases his or her unit, or renews a lease in respect of his or her unit, the owner shall, within thirty (30) days of entering into a lease or any renewal thereof:
- i) notify the Corporation in writing that the unit has been leased;
  - ii) provide the Corporation with the lessee's name, the owner's address for service and a copy of the lease or renewal, or a summary of it in accordance with Form 5, as prescribed by section 40 of O.Reg. 49/01 under the Act; and
  - iii) provide the lessee with a copy of this declaration, along with copies of the by-laws and rules of the Corporation.
- b) If a lease of a unit is terminated and not renewed, the owner of the unit shall notify the Corporation in writing of same.
- c) In addition to the foregoing requirements, no owner, other than the Declarant, shall lease his or her dwelling unit unless such owner first delivers to the Corporation a binding covenant or agreement signed by the tenant in favour of the Corporation to the following effect:
- "I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the unit rented by me and the common elements, comply with The Condominium Act 1998, S.O. 1998, as amended, as well as the declaration, by-laws and rules of the condominium corporation during the entire term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of common expenses, unless otherwise provided by The Condominium Act 1998, S.O. 1998, as amended."*

- d) In addition to the foregoing requirements, no owner, other than the Declarant, shall lease his or her live/work 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 both myself, and my employees and agents, and our respective invitees, licensees and customers from time to time, shall, in using and occupying the live/work rented by me and the common elements for the purposes of a residence and (if applicable) for the purposes of operating a \_\_\_\_\_ business or office, comply with The Condominium Act 1998, S.O. 1998, as amended, and in doing so, I further acknowledge and agree that I will be subject to the same duties imposed by The Condominium Act, 1998, S.O. 1998, as amended, the declaration, by-laws and rules of the condominium corporation as if I were the owner of the live/work unit, except for the payment of common expenses, unless such payment is required by The Condominium Act, 1998, S.O. 1998, as amended;*

- e) In addition to the foregoing requirements, no owner, other than the Declarant, shall lease his or her commercial/retail 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 both myself, and my employees and agents, and our respective invitees, licensees and customers from time to time, shall, in using and occupying the commercial/retail unit rented by me and the common elements for the purposes of operating a \_\_\_\_\_ business or office, comply with The Condominium Act 1998, S.O. 1998, as amended, and in doing so, I further acknowledge and agree that:*

*a) I will be subject to the same duties imposed by The Condominium Act, 1998, S.O. 1998, as amended, the declaration, by-laws and rules of the condominium corporation as if I were the owner of the commercial/retail unit, except for the payment of common expenses, unless such payment is required by The Condominium Act, 1998, S.O. 1998, as amended or the declaration of the condominium corporation; and*

*b) that neither I, nor any of my agents, employees, invitees, licensees or customers shall have any right of access to, nor any use or enjoyment of, the Recreation Facilities (nor any of the equipment, facilities or amenities contained therein), nor to any portion of the common elements situate above level 1 (including being prohibited from using any of the Condominium's elevators to access any level above level 1), nor to any portion of the common elements reserved for the exclusive use of any of the dwelling units and live/work units, wheresoever situate within this Condominium, nor any other part of the common elements of this Condominium, save and except for all outdoor and indoor walkways, corridors, stairwells and ramps within this Condominium which lead to:*

*i) the commercial/retail unit, or any level thereof, together with any fire exit stairwells and corridors (wheresoever situate) for emergency egress purposes;*

*ii) the heating and air-conditioning compressors and condensers, and all appurtenant heating and/or cooling equipment, installations and/or systems servicing the commercial/retail unit;*

*iii) those areas on level 1 or level A of the Condominium which contain or house the water, hydro-electric and/or gas consumption meters for the commercial/retail unit, together with all switch gears, breaker panels and other electrical equipment and appurtenances thereto, utilized in connection with the operation or servicing of the commercial/retail unit; and*

*iv) the Condominium's mechanical, electrical and/or telephone room(s), utilized in connection with the operation or servicing of the commercial/retail unit (or any portion thereof).*

- f) Subject only to the provisions of the Act restricting the right of the Declarant to lease units, any unit owner shall have the right to lease or rent his or her dwelling, live/work and/or commercial/retail unit from time to time, for any duration, on any number of occasions and whether in a furnished or unfurnished state, without the consent of the Corporation or the board thereto, and without any restrictions or conditions being imposed with respect thereto, save and except those set forth in section 31(a), (b), (c), (d) and (e) above.

- g) The Corporation shall not, either directly or indirectly, restrict, limit, or interfere with (nor place any conditions upon) the right of any unit owner to lease or rent his or her dwelling, live/work and/or commercial/retail unit, either on a short term or long term lease/licence arrangement, and whether in a furnished or unfurnished state, 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 33 - 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 34 - 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 35 - 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 owner having:
  - i) a fireplace constructed or installed by the Declarant as part of his or her 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 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 unit, or to any other personal property of the affected 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 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.
- d) The owners of the commercial/retail units shall be solely responsible for:
  - i) the maintenance and repair of the complete heating and air-conditioning system servicing such unit, and all equipment, compressors/condensers and fixtures appurtenant thereto (including any applicable hot water tank), which provides heating and cooling services to such unit exclusively;
  - ii) the maintenance and repair of all windows and doors contained within (or leading into) his or her unit, and all glass, plastic and other materials enclosing said unit (or otherwise contained therein) which constitutes part of such unit, including without limitation, the cost of maintaining, repairing and/or replacing all signs and advertising materials placed within such owner's commercial/retail unit (as and when necessary or desired by such owner), as well as all plate glass windows and doors situate within (or leading into) his or her commercial/retail unit, together with the cost of insuring all such plate glass windows, doors and signs; and
  - iii) the cost of maintaining and repairing all mechanical, electrical, lighting, heating, cooling, refrigeration and plumbing equipment, fixtures and systems, and all appurtenances thereto, which provide power and/or any other service exclusively to his or her commercial/retail unit, including without limitation, any applicable sewage or drainage system, ecology or air filtration/ventilation system, fire alarm or fire prevention system, sound insulation system, heat insulation system, sprinkler system, security system and/or loading or storage system that exclusively serves such owner's commercial/retail unit, regardless of whether such equipment, fixtures and/or systems lie within (or beyond) the boundaries of such unit, as monumented in Schedule "C" of this declaration (and as further described in section 5 of this declaration).
- e) Notwithstanding anything hereinbefore provided to the contrary, each owner shall be responsible for all damages to any other unit(s), and to 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 any such owner who has failed to so maintain or repair his or her unit shall nevertheless be responsible for fully reimbursing the Corporation forthwith for any insurance deductible amount paid or payable by or on behalf of the Corporation in connection with any insured claim submitted or pursued in respect of any such damages.

- f) In accordance with the provisions of section 92 of the Act, the Corporation shall make any repairs that any owner is obligated to make (and that he or she does not make within a reasonable time), after written notice is given to such owner by the Corporation. In such event, the said owner shall be deemed to have consented to having repairs done to his or her unit by the Corporation, and shall reimburse the Corporation in full for the cost of such repairs, including any legal fees and collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such costs shall bear interest at the rate of twenty-four (24%) percent per annum, calculated monthly not in advance, until paid by said owner. The Corporation may collect such costs in one or more instalments (as the board may decide upon), and same shall be added to the monthly contributions towards the common expenses of such owner, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and be recoverable as such (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).
- g) In addition to the requirements of section 123 of the Act [which are imposed upon the Corporation when the building has been substantially damaged, as expressly defined or determined in accordance with the provisions of subsection 123(2) of the Act], the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any unit (and of their corresponding entitlement to exercise the right of the unit owner to vote), notice that substantial damage has occurred to the property of the Condominium, together with notice of the meeting to be held to determine whether or not to repair such damage.
- h) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby declared and stipulated that where a unit owner is responsible (pursuant to 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 any exclusive use common element areas appurtenant thereto), 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 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).

#### **Section 36 - Maintenance and Repairs to 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 [including without limitation, the Recreation Facilities] but excluding any improvements to (and/or any facilities, services and/or amenities installed by any unit owner upon or within) any common element areas designated for the exclusive use of any owner pursuant to Schedule "F" of this declaration.
- b) The Corporation shall be responsible for the cost of maintaining and repairing the complete heat pump system and all equipment appurtenant thereto) comprising all or part of the heating and/or cooling system servicing each of the dwelling and live/work units (irrespective of whether same are installed or located within or beyond the boundaries of the unit, as more particularly delineated in Schedule "C" annexed to this declaration). 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 agents, representatives, employees and/or retained contractors or subcontractors. Each owner of a dwelling or live/work unit shall accordingly notify the Corporation or the Condominium's property manager regarding any needed maintenance and/or repair work to the said heat pump system (and any equipment appurtenant thereto), and shall allow the Corporation's authorized agents, representatives, employees and/or retained contractors or subcontractors, access thereto at all reasonable times in order to carry out said work.

- c) In order to maintain a uniform appearance and/or an aesthetically pleasing and compatible 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 along the boundaries of the Real Property (or any portion thereof); 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 and skylights, if any [except for the maintenance of the exterior surfaces of windows within any 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)].
- d) Notwithstanding anything provided in the preceding sections 36 (a) and (c) 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 unit owner shall be responsible for the maintenance of all interior door and interior window surfaces with respect to his or her unit;
  - ii) each unit owner having exclusive use of any balcony, patio or terrace area, shall be responsible for the cleaning, sweeping and general maintenance thereof, and may install any tile or floor covering (excluding any carpeting and under-padding) within such balcony, patio or terrace area, provided such owner takes all reasonable measures to ensure (as far as reasonably possible) that the concrete surface of such balcony, patio or terrace 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 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 in this declaration to the contrary, each unit owner having exclusive use of any balcony, patio or terrace area, shall not alter or repair said balcony, patio or terrace area, 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 or live/work unit pursuant to the provisions of Schedule "F" to this declaration, shall, subject to the overriding provisions of subparagraph 36(d)(vi) 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) a commercial/retail unit owner or tenant may use the municipal sidewalk area adjacent to such unit for the temporary display of goods sold within such commercial/retail unit, provided, however, that the affected commercial/retail unit owner has first obtained all requisite approvals thereto from the City of Toronto (and any other relevant Governmental Authorities), but in no case shall anything be permanently affixed to (nor permanently placed within the confines of) such adjoining municipal sidewalk area;
- vii) 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
- viii) 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 or live/work 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).

- e) Each unit owner having the exclusive use of a balcony or terrace area shall, upon the Corporation's request, provide access thereto to the Corporation (or to any of its 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(s) in this Condominium, including without limitation, the installation or operation of window-washing equipment, scaffolding and a swingstage (in order to facilitate the cleaning of all windows exterior to the dwelling or live/work units not accessible by any balcony or terrace area), where applicable.
- f) Notwithstanding anything contained in this declaration to the contrary, it is hereby declared and stipulated that no one shall bring onto, place, affix, erect or install on or within any balcony or terrace area 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 unit 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 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 maintained by the Corporation, then the owner responsible for such damage as aforesaid shall forthwith reimburse the Corporation for the entire deductible amount 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 (or providing access to) each of the units (as and where applicable) 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, licensees, contractors or customers, 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 on any door leading directly into (or providing access to) any of the 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 37 - 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 section 99(2) 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, Property Damage and Boiler Insurance**

The Corporation shall obtain and maintain public liability and property damage insurance, together with boiler, machinery and pressure vessel insurance (if applicable), with limits to be determined by the board [but in no event less than two million dollars (\$2,000,000.00) of coverage per occurrence], 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) if the Corporation has entered into an insurance trust agreement with an insurance trustee, then all proceeds arising from any insured loss or losses shall be payable to the Insurance Trustee (as hereinafter defined), save and except for any insurance proceeds arising from any single insured loss or occurrence that amounts to less than fifteen (15%) percent of the replacement cost of the property covered by the Corporation's insurance policy, in which case such proceeds shall be payable to the Corporation (or to the person whom the Corporation specifies), and not to the Insurance Trustee, and if no Insurance Trustee has been retained by the Corporation, then all proceeds arising from any insured loss or losses shall be payable directly to the Corporation (or to the person or persons whom the Corporation specifies in writing);
- ii) waivers of subrogation against the Corporation and its directors, officers, managers, agents, employees and designated representatives from time to time, and against the unit owners, and their respective residents, tenants, invitees or licensees, except for damage arising from or in connection with any vehicle impact, arson, fraud, vandalism or malicious mischief caused or contributed by any of the aforementioned parties or individuals;
- 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 (or are expressly noted) thereon, and to the Insurance Trustee, if any;
- iv) waivers of any defence based on co-insurance (other than pursuant to a stated amount co-insurance clause expressly set forth in the Corporation's insurance policy), or on any invalidity arising from any act, omission, or breach of a statutory condition, by any insured party;
- v) provisions confirming 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 38 - General Provisions Regarding the Corporation'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, 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, held or maintained 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 indebtedness. 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 any matters at meetings of owners (if the mortgage itself contains such a provision or entitlement), as well as 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 to each mortgagee who has notified the Corporation of his or her interest in any unit. A notarial 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, and who has formally requested same. Renewal certificates or certificates of new insurance policies shall be furnished to each owner, and 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 held or maintained by the Corporation, or to direct that loss (or any proceeds of such insurance) shall be payable in any manner other than as provided for in this declaration.

#### **Section 39 - 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 40 - Insurance Maintained by the Individual Unit Owners**

- a) The insurance described in the foregoing provisions of this declaration constitutes the only insurance coverage required to be obtained and maintained by the Corporation. However, in addition to the Corporation's insurance, the following insurance must be obtained and maintained by each unit owner, at his or her sole cost and expense, throughout the entire period of ownership, namely:
  - i) Insurance on any additions or improvements made to the owner's unit (to the extent that same are not included as part of the standard unit for the class of unit to which the owner's unit belongs, and correspondingly not covered by the insurance obtained and maintained by the Corporation), together with insurance on any furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his or her unit, as well as such owner's personal property and chattels stored elsewhere on the property, including his or her automobile(s) and/or bicycle(s), as well as insurance for the loss of use and occupancy of the owner's unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation and its directors, officers, managers, agents, employees and designated representatives from time to time, and against all other unit owners (and any residents, tenants, invitees or licensees of such other units), except for any damage arising from or in connection with any vehicle impact, arson, fraud, vandalism or malicious mischief caused or contributed by any of the aforementioned parties or individuals;
  - ii) Public liability insurance, covering the liability of any owner (including any resident, tenant, invitee or licensee of such owner's unit), to the extent that any damage occasioned to any other units or to the common elements is not covered by any public liability and/or property damage insurance obtained and maintained by the Corporation; and
  - iii) Insurance covering any deductible amount under the Corporation's master insurance policy, that is payable by a unit owner or for which a unit owner may be responsible for reimbursing the Corporation.
- b) The following insurance is strongly recommended to be obtained by each unit owner, at his or her sole cost and expense, although same is not mandatory, namely:
  - i) 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 Corporation's insurance policy or under the owner's personal insurance policy;
  - ii) Insurance covering any special assessments levied against an owner's unit by the Corporation;
  - iii) Contingent insurance coverage, in the event that the Corporation's insurance is inadequate to fully cover any particular damage or injury involving or otherwise affecting any owner and/or his or her unit;

- iv) For each of the commercial/retail unit and live/work unit owners:
  - A. Plate glass insurance covering the cost of repairing and/or replacing any glass or plastic windows, doors and/or enclosure(s) forming part of (or contained within) the unit; and
  - B. Business interruption insurance, insuring any loss and/or damage arising from the inability of the owner to operate his or her business therefrom, due to any damage to his or her unit, or arising from any action taken by the Corporation which would prevent the operation of such business;
- v) Any other insurance deemed necessary or desirable by any unit owner and his or her insurance advisors.

#### Section 41 - Indemnification of the Corporation by Unit Owners

- a) 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 deliberate or wilful act or omission, or any negligent act or omission, of such owner (or of any resident, tenant, invitee or licensee of such owner's unit, or of anyone else for whose actions or omissions such owner is in law responsible) affecting the common elements (or any portion thereof), the owner's unit and/or any other 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).
- b) Notwithstanding anything contained in this declaration to the contrary, it is expressly declared and stipulated that all costs and expenses (including the Corporation's insurance deductible, if applicable, and all legal fees on a solicitor and his/her own client basis or substantial-indemnity scale, as well as all applicable disbursements) incurred by the Corporation by reason of any breach of any provision(s) 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 binding upon the Corporation and expressly authorized or ratified by any by-law of the Corporation), or by reason of any damage or injury occasioned to any unit(s) or any portion of the common elements, 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, or by anyone else for whose actions or omissions such owner is in law responsible) 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).
- c) Without limiting the generality of the preceding provisions in subparagraphs (a) and (b) above, it is also expressly declared and stipulated that:
  - i) In the event of any damage in respect of which a claim is being made under the Corporation's insurance policy, each unit owner shall indemnify and save the Corporation harmless from and against the amount which is the lesser of:
    - A. any deductible amount payable by the Corporation under or pursuant to any policy of insurance held by the Corporation, that is applicable to the insurance claim for the repair of damage to such owner's unit and/or exclusive use common element area(s); or
    - B. the actual cost attributable to the repair of such owner's unit and/or exclusive use common element area(s);
 regardless of fault, so long as the damage is not caused by (nor the result of an act or omission on the part of) the Corporation and/or its directors, officers or agents.
  - ii) Should an incident cause damage to more than one unit [or to the exclusive use common element area(s) appurtenant to more than one unit], and where such damage was not caused by (nor the result of an act or omission on the part of) the Corporation and/or its directors, officers or agents, then the owner of each unit that has suffered such damage shall indemnify and save the Corporation harmless from and against the amount which is equivalent to such owner's proportionate share of the total deductible amount payable by the Corporation under or pursuant to any policy of insurance held by the Corporation (and that is applicable to the insurance claim for the repair of such damage), on the express understanding that the proportionate share of the deductible payable by each unit owner that has suffered damage shall be determined by the board of directors in its sole, unfettered and unchallenged discretion, after taking into account or applying the deductible thresholds provided in the immediately preceding subparagraph (i) above.
  - iii) The deductible amount for each policy of insurance held by the Corporation shall be deemed to be reasonable, unless otherwise determined by a court of competent jurisdiction, or by a mediator or arbitrator having jurisdiction to resolve any such dispute regarding the deductible.

**Section 42 - Insurance Trust Agreement**

- a) The Corporation may at any time, and from time to time, enter into 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"). If so entered into, and 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.

**PART 9 - DUTIES OF THE CORPORATION****Section 43 - 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 hydro, water and all other requisite utility services to be provided to each of the dwelling, live/work and commercial/retail units in this Condominium, as well as to the common elements, including the Recreation Facilities
- b) To ensure that the Recreation Facilities are fully functional and operable during normal or customary hours of use (as determined by the Declarant prior to the turnover meeting convened pursuant to section 43 of the Act, and thereafter as determined by the board of directors from time to time);
- c) To maintain and repair any retaining walls or exterior perimeter fences erected along the boundaries of this Condominium (or any portion thereof), as well as this Condominium's landscaping treatments and features (including all plantings, and both hard and soft landscaping elements) installed within any non-exclusive use common element areas, and to clean and remove all dirt, debris and snow from all portions of the internal roadway/driveway and garage ramp leading into the underground parking garage serving and benefitting this Condominium;
- 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 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;
- e) 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 Recreation Facilities 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;

- 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 registered against the Real Property (hereinafter collectively referred to as the "Outstanding Municipal Agreements"), namely:
- i) an outstanding site plan agreement made between the Declarant and the City of Toronto registered on December 30<sup>th</sup>, 2005 as Instrument No. AT1023915;
  - ii) an agreement made between the Declarant and the City of Toronto pursuant to Section 45(9) of *The Planning Act, (Ontario) R.S.O. 1990, c.P.13*, registered on June 8, 2006 as Instrument No. AT1161174; and
  - iii) an outstanding encroachment agreement made between the Declarant and the City of Toronto registered on May 29, 2008 as Instrument No. AT1790356;
- g) To enter into (and abide by the terms and provisions of) 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, 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, without limitation, the obligation to maintain the works, services and/or facilities constructed or installed by the Declarant upon or within the Real Property;
- h) To maintain as a publicly accessible open outdoor amenity space that part of the outdoor common elements fronting on Adelaide Street East, extending from the east limit of the building to the east property line, as delineated on Drawing Nos. SPA1 and SPA2 prepared by Robert Chang Architects and comprising Parts 4 and 5 on Plan 66R-19504 (the "Public Area"), and to allow the public to have access to and to use the Public Area, subject only to such reasonable rules as the Board may impose from time to time;
- i) To enter into (and abide by the terms and provisions of) an assumption agreement with the Declarant and Toronto Hydro-Electric System Limited ("Toronto Hydro") immediately after the registration of this Condominium, if so required by the Declarant and/or Toronto Hydro, pursuant to which the Corporation shall formally assume all obligations and liabilities of the Declarant arising under the Smart Meter Installation and Service Agreement entered into by the Declarant and Toronto Hydro for the installation and operation of a "smart" meter system in the Condominium;
- j) To grant, immediately after the registration of this Condominium if so required by the Declarant, an easement in perpetuity in favour of Toronto Hydro, over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, inspection, maintenance and/or repair of the Toronto Hydro's hydro-electric plant, pipes, cables, conduits, service lines, wires and equipment (and all necessary appurtenances thereto) in order to facilitate the supply of hydro-electricity to each of the dwelling units, live/work unit and commercial/retail units and designated portions of the common elements in this Condominium, and if so requested by Toronto Hydro, to enter into (and abide by the terms and provisions of) an agreement with the Hydro Company pertaining to the provision of hydro-electric services to this Condominium (hereinafter referred to as the "Hydro Agreement");
- k) To grant, immediately after the registration of this Condominium if so required by the Declarant, an easement in perpetuity in favour of the local gas authority or provider (hereinafter referred to as the "Gas Company"), over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, inspection, maintenance and/or repair of the Gas Company's pipes, cables, conduits, service lines, wires and equipment (and all necessary appurtenances thereto) in order to facilitate the supply of natural gas to the 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 natural gas to this Condominium (hereinafter referred to as the "Gas Agreement");
- l) To enter into (and abide by the terms and provisions of) an assumption agreement with the Declarant and Bell Canada ("Bell") immediately after the registration of this Condominium, if so required by the Declarant and/or Bell (hereinafter referred to as the "Bell Assumption Agreement"), pursuant to which the Corporation shall formally assume all obligations and liabilities of the Declarant arising under a Telecommunications and Building Access License agreement dated March 14<sup>th</sup>, 2005;
- m) To take all reasonable steps to ensure that the "smart" meters for hydro-electric service appurtenant to each of the dwelling units, live/work unit and commercial/retail units are maintained in good working order by Toronto Hydro, that the hydro meters are read by Toronto Hydro (and that invoices reflecting the cost of such hydro-electric based on said meter readings, are correspondingly issued by Toronto Hydro) on a periodic basis, as and when required in accordance with the foregoing provisions of this declaration, and to concomitantly collect or cause to be collected from each unit owner his or her unpaid P.S.U.C. amount(s)

from time to time, and to maintain and enforce any Hydro Contractual Lien against the unit of each Defaulting Owner, pursuant to the foregoing provisions of this declaration;

- n) To take all reasonable steps to ensure that the check or consumption meters for water service appurtenant to the commercial/retail units and the live/work unit are maintained in good working order, that the water meters are read by the Corporation or a water monitor on its behalf, (and that invoices reflecting the cost of such water consumption, based on said meter readings, are correspondingly issued by such monitor(s) or the Corporation as the case may be) on a periodic basis, as and when required in accordance with the foregoing provisions of this declaration, and to concomitantly collect or cause to be collected from each commercial/ retail and live/work unit owner his or her unpaid P.S.C.W.C. amount(s) from time to time, and to maintain and enforce the Water Contractual Lien against the unit of each Defaulting Owner, pursuant to the foregoing provisions of this declaration;
- o) To ensure that no actions or steps are taken by or on behalf of the Corporation or by anyone else (save as otherwise expressly provided or contemplated in this declaration to the contrary) which would limit, restrict or interfere with the pedestrian access and egress of each of the owners and tenants of the commercial/retail units, and their respective authorized agents, representatives, employees and/or contractors over, across, upon and through all outdoor and indoor walkways, corridors, elevators, stairwells and ramps within this Condominium which lead to:
- i) the commercial/ retail units or to any level thereof together with any fire exit stairwells and corridors (wheresoever situate) for emergency egress purposes;
  - ii) the heating and air-conditioning compressors and condensers, and all appurtenant heating and/or cooling equipment, installations and/or systems servicing the commercial/retail units;
  - iii) any areas on level 1 or level A of the Condominium which contain or house the water, hydro-electric and/or gas consumption meters for the commercial/retail units; and
  - iv) all switch gears, breaker panels and other electrical equipment and appurtenances thereto, utilized in connection with the operation or servicing of the commercial/retail units;
- subject only such reasonable and customary restrictions on access for safety or security purposes as may be implemented by the Corporation or its security personnel from time to time;
- p) Save as otherwise provided or contemplated in this declaration, to ensure that no actions or steps are taken by or on behalf of the Corporation or by any unit owners (nor by any of their respective tenants, residents, employees, invitees or licensees) which would limit, restrict or interfere with the general public's access to and egress from the commercial/retail units and/or live/work unit from and along the south side of Adelaide Street East and/or the east side of Frederick Street, or which would limit, restrict or otherwise interfere with the amount of sunlight reaching the commercial/retail units or the live/work unit through any glass or plastic skylights, canopies and/or other enclosures comprising part of (or contained within) the boundaries of the commercial/retail units or live/work unit as at the date of registration of this declaration;
- q) Save as otherwise provided or contemplated in this declaration, to ensure that no actions or steps are taken by or on behalf of the Corporation or by any unit owners (nor by any of their respective tenants, residents, employees, invitees or licensees) which would limit, restrict or interfere with the right of the commercial/retail unit owners to undertake and complete any Minor Installations and/or any Commercial Partition Removal as contemplated in this declaration;
- r) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any unit owners (or by any of their respective tenants, residents, employees, invitees or licensees) which would limit, restrict or interfere with the right of the commercial/retail and live/work unit owners to use the loading dock/moving room as frequently as they may require in connection with the use and occupation of their respective units, including, without limitation as may be needed in connection with the operation of any business operated in or from such units;
- s) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any unit owners (or by any of their respective tenants, residents, employees, invitees or licensees) which would limit, restrict or interfere with the right of the commercial/retail and live/work unit owners to install, from time to time, any signage or other installation aiding in the promotion or advertisement of any business or service being carried on (or intended to be carried on) within the confines of his or her unit, provided same is otherwise permitted by (and complies with) the provisions of the Applicable Zoning By-laws and this declaration;
- t) As and when hereafter required, to enter into an AAI Agreement with the Declarant (in the Declarant's capacity as the owner of the commercial/retail units), or with each of the respective successor owners of the commercial/retail units, in order to permit the Declarant (and each of the respective successor owners of the commercial/retail units) to undertake and complete any Minor Installation, and/or Commercial Partition Removal as contemplated in of this declaration), and/or any other desired work or



installation that affects (or directly impacts upon) any portion of the common elements and that is otherwise permitted or contemplated by the provisions of this declaration, in the manner outlined or prescribed by the foregoing terms and provisions hereof (and provided that the cost of undertaking or implementing any Minor Installation or Commercial Partition Removal so desired, together with the responsibility for the cost of repair after damage, maintenance and insurance with respect to same, is borne entirely by the Declarant or the commercial/retail unit owner seeking to implement or undertake same);

- u) To ensure (to the extent reasonably possible) that an AAI Agreement is entered into by the Corporation with any unit owner desiring to make any addition, alteration or improvement to any exclusive use common element area(s) 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 or may 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 the AAI Agreement 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 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;
- w) 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);
- x) 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 or live/work 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 or live/work 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 or live/work units;
- y) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of The Professional Engineers Act R.S.O. 1990, as amended, or alternatively a certificate of practice within the meaning of The Architects Act R.S.O. 1990, as amended) to conduct a performance audit of the common elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (hereinafter referred to as the "Performance Audit") at any time between the 6<sup>th</sup> month and the 10<sup>th</sup> month following the registration of this declaration, then the Corporation shall have a duty to:
  - i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the

"Performance Auditor") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and

- ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);

for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the 11<sup>th</sup> month following the registration of this declaration and the corresponding completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the board of directors and the Tarion Warranty Corporation pursuant to section 44(9) of the Act;

- z) 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);
- aa) To abide by, and comply with, the terms and provisions of a reciprocal agreement dated January 28<sup>th</sup>, 2004, made between Mozo Developments Inc., 204 King Properties Inc., and Fredbourn Equities Limited registered against the Real Property and neighbouring lands on February 20, 2004 as Instrument AT413112, as amended from time to time (the "Reciprocal Agreement") and assumed by the Declarant pursuant to an assumption agreement dated March, 2005; and
- bb) To enter into (and abide by the terms and provisions of) an assumption agreement with the Declarant and/or the other parties to Reciprocal Agreement or their respective successors and assigns, after the registration of this Condominium, if so required by the Declarant, pursuant to which the Corporation shall formally assume all obligations and liabilities of the Declarant (or its predecessor in title) arising under the Reciprocal Agreement.

#### PART 10 - GENERAL MATTERS

##### Section 44 - Rights of Entry

- a) The Corporation and/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. In addition, the authorized agents or representatives of the Corporation and/or any public or private utility companies or authorities requiring access to any unit(s) for the purposes of reading, inspecting, repairing and/or replacing any utility meter(s) (or other appurtenant equipment) contained therein, shall be entitled to enter any such unit(s), or any part of the common elements in respect of which any owner has the exclusive use, for any of the foregoing purposes, at all reasonable times upon giving prior reasonable notice of such desired entry.
- b) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter any 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, or of any unit owner(s) and/or any resident(s), tenant(s), invitee(s) and/or licensee(s) of any unit(s), or which may violate any public health or safety regulation. The Corporation or any one authorized by it may determine whether such an emergency exists, in their sole and unfettered discretion, acting reasonably, and such right of entry shall not impose upon the Corporation (or any of its authorized agents or representatives) any duty or liability to monitor or supervise the unit.
- 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 authorized agent(s) or representative(s), may enter into said unit without rendering the Corporation [or such agent(s) or representative(s)] liable to any claim of trespass, or any other claim or cause of action for damages by reason thereof, provided that reasonable care has been exercised while entering and being present within said unit.
- d) The rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and 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 45 - 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, and in such event, all of the other provisions of this declaration shall continue in full force and effect as if such invalid provision had never been included herein.

#### **Section 46 - 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 47 - 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 her (or to any director or officer of a corporate owner), either personally or by ordinary mail postage prepaid, addressed to him or her at the address for service given by such owner in writing to the Corporation [pursuant to subsections 47(1)(c)(i) and (4) of the Act] for its record, or if no such address has been given to the Corporation, then to such owner at his or her respective dwelling unit.
  - ii) **To a mortgagee** who has notified the Corporation of his or her name and corresponding interest in any unit (and of such mortgagee's corresponding right or entitlement to vote at a meeting of owners in the place and stead of the unit owner/mortgagor), by giving same to such mortgagee (or to any director or officer of such corporate mortgagee) either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee in writing to the Corporation [pursuant to subsections 47(1)(c)(ii) and (4) of the Act] for its record.
  - 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 or by bonded courier, addressed to the Declarant at its address for service from time to time [or alternatively by facsimile transmission, if the Declarant agrees in writing that the person or party desiring to give any notice to it may do so in this manner, at the telefax number so provided by the Declarant from time to time], and as at the date of registration of this declaration, the Declarant's address for service is: 330 Highway #7 East, Suite PH3, Richmond Hill, Ontario, L4B 3P8.
- 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. If any notice is delivered personally, by courier, or by facsimile transmission, then such notice shall be deemed to have been received (and to be effective) on the next day following the day on which same was personally delivered, couriered or telefaxed, as the case may be, and provided further that if any notice is telefaxed, then a confirmation of such telefax transmission must be received by the transmitting party at the time of such telefax transmission (otherwise same shall be deemed not to have been properly or sufficiently telefaxed to the intended party or recipient).
- 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 48 - 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.

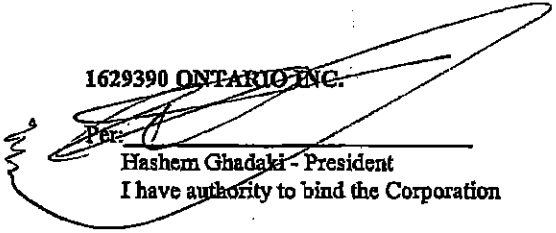
**Section 49 - Headings**

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

**DATED** at the City of Toronto, this 20<sup>th</sup> day of November, 2008 .

**IN WITNESS WHEREOF** the Declarant has hereunto executed this declaration under the hand of its duly authorized signing officer.

**1629390 ONTARIO INC.**

Per:   
Hashem Ghadaki - President  
I have authority to bind the Corporation

SCHEDULE "A"  
TO THE DECLARATION OF 1629390 ONTARIO INC.  
LEGAL DESCRIPTION

Those lands and premises in the City of Toronto, Province of Ontario, bearing Property Identification Number 21094-0237(LT) comprising:

Firstly, part of Lot B on Plan 391, all of Lots C and D on Plan 391, and part of Lot 16 on the south side of Adelaide Street East, Town of York Plan designated as Part 2 on Plan 66R-18176;

Secondly, part of Lots A and B on Plan 391 designated as Parts 1, 2, 3, 4 and 5 on Plan 66R-19504; and

Thirdly, part of Lot B on Plan 391 designated as Parts 2 and 4 on Plan 66R-20008;

(collectively, the "Real Property").

The boundary of the south limit of Adelaide Street East has been confirmed under the Boundaries Act by Plan 66BA-788 as in Instrument CT157877.

The boundary of the east limit of Frederick Street has been confirmed under the Boundaries Act by Plan 66BA-863 as Instrument CT18066.

Together with a non-exclusive easement, or right in nature of an easement, over and through part of Lots 14 and 16 on the north side of King Street East, Town of York Plan, part of Lots 14, 15 and 16 on the south side of Adelaide Street East, Town of York Plan, and part of Lots A and B, Plan 391, designated as Parts 2, 3, 4, 5, 6, 7, 18, 21, 22 and 28 on Plan 66R-19286 for the purposes and with the provisions as set out in Instrument E475427;

Together with a non-exclusive right and easement on, over, upon and through part of Lots 13 and 14 on the north side of King Street East and part of Lots 13, 14, and 15 on the south side of Adelaide Street East, on Town of York Plan, and part of Lots A & B on Plan 391, designated as Parts 16, 20, 27, 30, 31, 33, 34, 35, 36 and 37 on Plan 66R-20946 for the purposes and with the provisions as set out in Instrument AT424386;

Together with an easement, or right in nature of an easement, in, along, across and through Unit 16 on Level A of Toronto Standard Condominium Plan No. 1606 for the purposes and with the provisions as set out in Instrument AT1091743;

Together with an easement, or right in nature of an easement, in, along, across and through that part of the common elements on Level A of Toronto Standard Condominium Plan No. 1606 designated as Part 21 on Plan 66R-20946, save and excepting Unit 16 on Level A of Toronto Standard Condominium Plan No. 1606 for the purposes and with the provisions as set out in Instrument AT1096553;

Together with an easement, or right in nature of an easement, on, over, in, along, across and through firstly, part of Lot 15, north side of King Street East and part of Lot 15, south side of Adelaide Street East, on Town of York Plan, designated as Part 1 on Plan 66R-20005; secondly, part of Lot 15, north side of King Street East and part of Lot 15 south side of Adelaide Street East, on Town of York Plan designated as Part 8 on Plan 66R-19286; and, thirdly, part of Lots 14 and 15, south side of Adelaide Street West, on Town of York Plan, designated as Part 40 on Plan 66R-20946, for the purposes and with the provisions as set out in Instrument AT1091742;

Together with a non-exclusive easement over part of Lot 14 on the south side of Adelaide Street East, Town of York Plan, designated as Part 2 on Plan 66R-19286 for the purposes and with the provisions as set out in Instrument E475436;

Together with an easement in, over and through part of Lot 14 on the north side of King Street East, Town of York Plan, part of Lots 14 and 15 on the south side of Adelaide Street East and part of Lots A and B on Plan 391 designated as Part 18 on Plan 66R-19286 for the purposes and with the provisions as set out in Instrument E475436;

Subject to a non-exclusive easement, or right in nature of an easement, over and through Part of Lot 16 on the south side of Adelaide Street East, Town of York Plan, and part of Lots B, C and D on Plan 391 designated as Parts 10, 11, 12, 26 and 27 on Plan 66R-19286 in favour of Lots 15 and 16 and part of Lot 14 on the north side of King Street East, Town of York Plan, part of Lots 14, 15 and 16 on the south side of Adelaide Street East, Town of York Plan, and part of Lots A and B on Plan 391 designated as Parts 3, 4, 5, 6, 7, 8, 14, 20, 21, 22,

23, 24, 25 and 28 on Plan 66R-19286, save and except for Parts 1, 3 and 4 on Plan 66R-19504 and Parts 2 and 4 on Plan 66R-20008 for the purposes and with the provisions as set out in Instrument E475441;

Subject to a non-exclusive easement, or right in nature of an easement, over and through Part of Lot 16 on the south side of Adelaide Street East, Town of York Plan and part of Lots B, C and D on Plan 391 designated as Parts 10, 11, 12, 26 and 27 on Plan 66R-19286 in favour of Lot 13 and part of Lot 14 on the north side of King Street East, Town of York Plan, Lot 13 and part of Lots 14 and 15 on the south side of Adelaide Street East, Town of York Plan, and part of Lots A and B on Plan 391 designated as Parts 1, 2, 15, 16, 17 and 18 on Plan 66R-19286 for the purposes and with the provisions set out in Instrument No. E475444;

Subject to an easement, or right in nature of an easement in gross in favour of Rogers Cable Communications Inc. for the purposes and with the provisions set out in Instrument AT815509.

Subject to a non-exclusive easement over and through part of Lot B on Plan 391 designated as Part 9 on Plan 66R-19286 in favour of Lot 13 and part of Lot 14 on the north side of King Street East, Town of York Plan, Lot 13 and part of Lots 14 and 15 on the south side of Adelaide Street East, Town of York Plan, and part of Lots A and B on Plan 391 designated as Parts 1, 2, 15, 16, 17 and 18 on Plan 66R-19286 for the purposes and with the provisions as set out in Instrument E475436;

Subject to a non-exclusive easement over and through that part of Lot B, Plan 391, designated as Part 2 on Plan 66R-19504 in favour of Lots 15 and 16 and part of Lot 14 on the north side of King Street East, Town of York Plan, part of Lots 14, 15 and 16 on the south side of Adelaide Street East, Town of York Plan, and part of Lots A and B on Plan 391 designated as Parts 3, 4, 5, 6, 7, 8, 14, 20, 21, 22, 23, 24, 25 and 28 on Plan 66R-19286, save and except for Parts 1, 3 and 4 on Plan 66R-19504 and Parts 2 and 4 on Plan 66R-20008, for the purposes and with the provisions as set out in Instrument E525930;

Subject to an easement and right over part of Lot B, Plan 391, designated as Parts 2 and 4 on Plan 66R-20008 in favour of part of Lot B, Plan 391 designated as Parts 21, 24 and 28 on Plan 66R-19286 and Parts 1 and 3 on Plan 66R-20008 for the purposes and with the provisions as set out in Instrument AT64662;

In our opinion, based solely on the parcel register and the plans and documents recorded therein, the legal description set out above is correct, and the described easements will exist in law upon the registration of the declaration and the description, and the declarant is the registered owner of the property and appurtenant interests.

Dated at Toronto this 20<sup>th</sup> day of November, 2008.

Messrs. DelZotto Zorzi LLP,  
solicitors and duly  
authorized agents for 1629390 Ontario Inc.

Per:   
Mary Critelli

**SCHEDULE "B"**

**TO THE DECLARATION OF 1629390 ONTARIO INC.**

**CONSENT OF CHARGE**

(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* (hereinafter referred to as the "Act") registered as Instrument Number AT754740 in the Land Titles Division of the Toronto Registry Office (No. 66).
2. The undersigned hereby 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 hereby 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 25 day of November, 2008.

THE BANK OF NOVA SCOTIA

Per:   
 Name: \_\_\_\_\_  
 Title: **MICHAEL DOBSON**  
 Assistant General Manager  
 Real Estate Credit

Per: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

I/We have the authority to bind the Bank.

BNS DOCUMENT  
NO. 750109  
APPROVED FOR  
EXECUTION

SCHEDULE "B"

TO THE DECLARATION OF 1629390 ONTARIO INC.

CONSENT OF CHARGE

(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* (hereinafter referred to as the "Act") registered as Instrument Number AT1203851 in the Land Titles Division of the Toronto Registry Office (No. 66).
2. The undersigned hereby 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 hereby 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 21<sup>st</sup> day of November, 2008.

LOMBARD GENERAL INSURANCE COMPANY OF CANADA

Per: \_\_\_\_\_  
 Name: Jim Emmanouilidis  
 Title: Director

Per: \_\_\_\_\_  
 Name:  
 Title:

I/We have the authority to bind the Corporation.



## SCHEDULE "C"

Each Dwelling Unit, Live/Work Unit, Commercial/Retail Unit, Parking Unit, Bicycle Locker Unit and Bicycle Storage Unit shall comprise the area within the heavy lines shown on PART 1, Sheets 1 to 3 inclusive of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the Units are the physical surfaces and planes referred to below and are illustrated on PART 1, Sheets 1 to 3 inclusive of the Description and all dimensions shall have reference to them.

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

### 1. BOUNDARIES OF THE DWELLING UNITS

(being Units 1 to 11 inclusive on Level 2, Units 1 to 13 inclusive on Levels 3 to 7 inclusive, Units 1 to 11 inclusive on Level 8, Units 1 to 10 inclusive on Level 9, Units 1 to 11 inclusive on Level 10, Units 1 to 10 inclusive on Level 11, Units 1 to 8 inclusive on Level 12 and Units 1 to 10 inclusive on Level 13).

### 2. BOUNDARIES OF THE LIVE/WORK UNIT

(being Unit 3 on Level 1).

- a) Each Dwelling Unit and Live/Work Unit is bounded vertically by one or a combination of the following:
  - i) the upper surface and plane of the concrete floor slab and production.
  - ii) the lower surface and plane of the concrete ceiling slab and production.
- b) Each Dwelling Unit and Live/Work Unit is bounded horizontally by one or a combination of the following:
  - i) the backside surface and plane of the drywall sheathing on walls separating the Unit from another Unit or the Common Element and production.
  - ii) the unit side surface of all exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position and the unit side surface of any glass panels contained therein.
  - iii) in the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

### 3. BOUNDARIES OF THE COMMERCIAL/RETAIL UNITS

(being Units 1 and 2 on Level 1).

- a) Each Commercial/Retail Unit is bounded vertically by one or a combination of the following:
  - i) the upper surface and plane of the concrete floor slab and production.
  - ii) the lower surface and plane of the concrete ceiling slab and production.

C-2

- b) Each Commercial/Retail Unit is bounded horizontally by one or a combination of the following:
- i) the backside surface and plane of the drywall sheathing on walls separating the Unit from another Unit or the Common Element and production, where applicable.
  - ii) the exterior surface and plane of all exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position and the exterior surface of any glass panels contained therein.
  - iii) in the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.
  - iv) the unit side surfaces and plane of the concrete/concrete block walls and production.

4. **BOUNDARIES OF THE PARKING UNITS**

(being Units 1 to 23 inclusive on Level B, Units 1 to 30 inclusive on Level C and Units 1 to 30 inclusive on Level D).

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

(being Units 1 to 59 inclusive on Level A).

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

(being Units 24 to 35 inclusive on Level B, Units 31 to 68 inclusive on Level C and Units 31 to 68 inclusive on Level D).

- a) Each Parking Unit, Bicycle Locker Unit and Bicycle Storage Unit is bounded vertically by one or a combination of the following:
- i) the upper surface and plane of the concrete garage slab.
  - ii) the plane 2.10 metres perpendicularly distant above and parallel to the upper surface and plane of the concrete garage floor slab.
  - iii) the lower surface and plane of the steel wire mesh and frame for the Bicycle Locker Units.
- b) Each Parking Unit, Bicycle Locker Unit and Bicycle Storage Unit is bounded horizontally by one or a combination of the following:
- i) the vertical plane established by measurement.
  - ii) the vertical plane defined by the line and face of concrete columns and the production thereof.
  - iii) the vertical plane defined by the centre-line of columns and the production thereof.
  - iv) the unit side surface of concrete or concrete block masonry walls and the production thereof.



26-Jun-2008

REZEN  
SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	Suite No.	UNIT NO.	LEVEL NO.	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages of each unit)	
COMMERCIAL/RETAIL	101	1	1 (Upper & Lower)	3.797400 x 1 =	3.797400
COMMERCIAL/RETAIL	102	2	1	2.005080 x 1 =	2.005080
LIVE/WORK	103	3	1 (Upper & Lower)	1.933600 x 1 =	1.933600
HIGHRISE DWELLING UNIT	201	1	2	0.628758 x 1 =	0.628758
HIGHRISE DWELLING UNIT	202	2	2	0.629542 x 1 =	0.629542
HIGHRISE DWELLING UNIT	203	3	2	0.546440 x 1 =	0.546440
HIGHRISE DWELLING UNIT	204	4	2	0.679718 x 1 =	0.679718
HIGHRISE DWELLING UNIT	205	5	2	0.640518 x 1 =	0.640518
HIGHRISE DWELLING UNIT	206	6	2	0.608375 x 1 =	0.608375
HIGHRISE DWELLING UNIT	207	7	2	0.540168 x 1 =	0.540168
HIGHRISE DWELLING UNIT	208	8	2	0.705589 x 1 =	0.705589
HIGHRISE DWELLING UNIT	209	9	2	0.698533 x 1 =	0.698533
HIGHRISE DWELLING UNIT	210	10	2	0.744005 x 1 =	0.744005
HIGHRISE DWELLING UNIT	211	11	2	0.513512 x 1 =	0.513512
HIGHRISE DWELLING UNIT	301-701	1	3-7 incl.	0.430409 x 5 =	2.152045
HIGHRISE DWELLING UNIT	302-702	2	3-7 incl.	0.613346 x 5 =	4.566730
HIGHRISE DWELLING UNIT	303-703	3	3-7 incl.	0.628758 x 5 =	3.143790
HIGHRISE DWELLING UNIT	304-704	4	3-7 incl.	0.629542 x 5 =	3.147710
HIGHRISE DWELLING UNIT	305-705	5	3-7 incl.	0.546440 x 5 =	2.732200
HIGHRISE DWELLING UNIT	306-706	6	3-7 incl.	0.679718 x 5 =	3.398590
HIGHRISE DWELLING UNIT	307-707	7	3-7 incl.	0.640518 x 5 =	3.202590
HIGHRISE DWELLING UNIT	308-708	8	3-7 incl.	0.608375 x 5 =	3.041875
HIGHRISE DWELLING UNIT	309-709	9	3-7 incl.	0.540168 x 5 =	2.700840
HIGHRISE DWELLING UNIT	310-710	10	3-7 incl.	0.705589 x 5 =	3.527945
HIGHRISE DWELLING UNIT	311-711	11	3-7 incl.	0.698533 x 5 =	3.492865
HIGHRISE DWELLING UNIT	312-712	12	3-7 incl.	0.744005 x 5 =	3.720025
HIGHRISE DWELLING UNIT	313-713	13	3-7 incl.	0.513512 x 5 =	2.567560
HIGHRISE DWELLING UNIT	801	1	8	0.458633 x 1 =	0.458633
HIGHRISE DWELLING UNIT	802	2	8	0.682070 x 1 =	0.682070
HIGHRISE DWELLING UNIT	803	3	8	0.484505 x 1 =	0.484505
HIGHRISE DWELLING UNIT	804	4	8	0.484505 x 1 =	0.484505
HIGHRISE DWELLING UNIT	805	5	8	0.839851 x 1 =	0.839851
HIGHRISE DWELLING UNIT	806	6	8	0.493129 x 1 =	0.493129
HIGHRISE DWELLING UNIT	807	7	8	0.464121 x 1 =	0.464121
HIGHRISE DWELLING UNIT	808	8	8	1.008641 x 1 =	1.008641
HIGHRISE DWELLING UNIT	809	9	8	0.562119 x 1 =	0.562119
HIGHRISE DWELLING UNIT	810	10	8	0.680502 x 1 =	0.680502
HIGHRISE DWELLING UNIT	811	11	8	0.513512 x 1 =	0.513512
HIGHRISE DWELLING UNIT	901	1	9	0.458633 x 1 =	0.458633
HIGHRISE DWELLING UNIT	902	2	9	0.682070 x 1 =	0.682070
HIGHRISE DWELLING UNIT	903	3	9	0.484505 x 1 =	0.484505
HIGHRISE DWELLING UNIT	905	4	9	1.324156 x 1 =	1.324156
HIGHRISE DWELLING UNIT	908	5	9	0.493129 x 1 =	0.493129
HIGHRISE DWELLING UNIT	907	6	9	0.464121 x 1 =	0.464121
HIGHRISE DWELLING UNIT	908	7	9	1.008641 x 1 =	1.008641
HIGHRISE DWELLING UNIT	909	8	9	0.562119 x 1 =	0.562119
HIGHRISE DWELLING UNIT	910	9	9	0.680502 x 1 =	0.680502
HIGHRISE DWELLING UNIT	911	10	9	0.513512 x 1 =	0.513512
HIGHRISE DWELLING UNIT	1001	1	10	0.458633 x 1 =	0.458633
HIGHRISE DWELLING UNIT	1002	2	10	0.682070 x 1 =	0.682070
HIGHRISE DWELLING UNIT	1003	3	10	0.484505 x 1 =	0.484505
HIGHRISE DWELLING UNIT	1004	4	10	0.484505 x 1 =	0.484505
HIGHRISE DWELLING UNIT	1005	5	10	0.839851 x 1 =	0.839851
HIGHRISE DWELLING UNIT	1006	6	10	0.493129 x 1 =	0.493129
HIGHRISE DWELLING UNIT	1007	7	10	0.464121 x 1 =	0.464121
HIGHRISE DWELLING UNIT	1008	8	10	1.008641 x 1 =	1.008641
HIGHRISE DWELLING UNIT	1009	9	10	0.562119 x 1 =	0.562119
HIGHRISE DWELLING UNIT	1010	10	10	0.680502 x 1 =	0.680502
HIGHRISE DWELLING UNIT	1011	11	10	0.513512 x 1 =	0.513512
HIGHRISE DWELLING UNIT	1101	1	11	0.458633 x 1 =	0.458633
HIGHRISE DWELLING UNIT	1102	2	11	0.682070 x 1 =	0.682070
HIGHRISE DWELLING UNIT	1103	3	11	0.484505 x 1 =	0.484505
HIGHRISE DWELLING UNIT	1104	4	11	0.484505 x 1 =	0.484505
HIGHRISE DWELLING UNIT	1105	5	11	0.839851 x 1 =	0.839851
HIGHRISE DWELLING UNIT	1106	6	11	0.493129 x 1 =	0.493129
HIGHRISE DWELLING UNIT	1107	7	11	0.464121 x 1 =	0.464121
HIGHRISE DWELLING UNIT	1108	8	11	1.008641 x 1 =	1.008641
HIGHRISE DWELLING UNIT	1109	9	11	1.242621 x 1 =	1.242621
HIGHRISE DWELLING UNIT	1111	10	11	0.513512 x 1 =	0.513512
HIGHRISE DWELLING UNIT	1201	1	12	1.675383 x 1 =	1.675383
HIGHRISE DWELLING UNIT	1205	2	12	1.324156 x 1 =	1.324156

26-Jun-2008

**REZEN**  
**SCHEDULE "D" TO THE DECLARATION**

UNIT TYPE	Suite No.	UNIT NO.	LEVEL NO.	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages of each unit)	
HIGHRISE DWELLING UNIT	1206	3	12	0.493129 x 1 =	0.493129
HIGHRISE DWELLING UNIT	1207	4	12	0.464121 x 1 =	0.464121
HIGHRISE DWELLING UNIT	1208	5	12	1.006641 x 1 =	1.006641
HIGHRISE DWELLING UNIT	1209	6	12	0.562119 x 1 =	0.562119
HIGHRISE DWELLING UNIT	1210	7	12	0.680502 x 1 =	0.680502
HIGHRISE DWELLING UNIT	1211	8	12	0.513512 x 1 =	0.513512
HIGHRISE DWELLING UNIT	PH01	1	13	0.458633 x 1 =	0.458633
HIGHRISE DWELLING UNIT	PH02	2	13	1.166574 x 1 =	1.166574
HIGHRISE DWELLING UNIT	PH04	3	13	0.484605 x 1 =	0.484605
HIGHRISE DWELLING UNIT	PH05	4	13	0.839651 x 1 =	0.839651
HIGHRISE DWELLING UNIT	PH06	5	13	0.493129 x 1 =	0.493129
HIGHRISE DWELLING UNIT	PH07	6	13	0.464121 x 1 =	0.464121
HIGHRISE DWELLING UNIT	PH08	7	13	1.006641 x 1 =	1.006641
HIGHRISE DWELLING UNIT	PH09	8	13	0.562119 x 1 =	0.562119
HIGHRISE DWELLING UNIT	PH10	9	13	0.680502 x 1 =	0.680502
HIGHRISE DWELLING UNIT	PH11	10	13	0.513512 x 1 =	0.513512
<b>PARKING UNIT</b>		1-23 incl.	B	0.037333 x 23 =	0.858659
		1-30 incl.	C	0.037333 x 30 =	1.119890
		1-30 incl.	D	0.037333 x 30 =	1.119890
<b>BICYCLE LOCKER UNIT</b>		1-59 incl.	A	0.007467 x 59 =	0.440553
<b>BICYCLE STORAGE UNIT</b>		24-35 incl.	B	0.003733 x 12 =	0.044796
		31-88 incl.	C	0.003733 x 38 =	0.141854
		31-88 incl.	D	0.003733 x 38 =	0.141854
					<u>100.00000%</u>

1629390 ONTARIO INC., hereby confirms the percentage and calculations herein.

1629390 ONTARIO INC.

Per:   
Name: Hashem Ghadaki  
Title: President

I have authority to bind the Corporation

**SCHEDULE "E"**  
**TO THE DECLARATION OF 1629390 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 the declaration, as well as the cost of obtaining, from time to time, an appraisal from an independent qualified appraiser of the full replacement cost of the units, common elements and assets of the Corporation, for the purposes of determining the amount of insurance to be obtained.
3. All sums of money paid or payable for utilities and services serving the units and the common elements, including without limitation, monies payable on account of:
  - a) water service on a bulk basis for all of the units and common elements on the express understanding that the Corporation shall ultimately be reimbursed by the owners of each of the commercial/retail units and the live/work unit, for that portion of the Bulk Water Bill representing the P.S.C.W.C. amount attributable to each of the commercial/retail units and the live/work unit, pursuant to the periodic reading of the check or consumption meters for water appurtenant to each of the commercial/retail units and the live/work unit;
  - b) hydro-electricity service on a bulk basis for each of the dwelling units, live/work unit, commercial/retail units and common elements, on the express understanding that the Corporation shall ultimately be reimbursed by (through payments made directly to Toronto Hydro) each of the dwelling, live/work and commercial/retail unit owners, for the cost of the electricity consumption attributable to each of their respective units (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the "smart" consumption meter for electricity appurtenant to each of their respective units (and comprising part of each unit owner's P.S.U.C. amount);
  - d) gas service, if any, on a bulk basis for all of the units and common elements;
  - e) the cost of sorting, storing, recycling and/or disposing of the garbage emanating from the dwelling units, live/work unit and common element areas of this Condominium, (but not for the commercial/retail unit owners, who shall be responsible for their own garbage disposal costs) in the event that municipal garbage pickup service is no longer available for the residential component of this Condominium, including the cost of all required garbage containers or bins transportable on rollers, and the cost of retaining one or more private garbage pick-up firms to provide all required garbage collection and removal services for such residential garbage and refuse;
  - f) maintenance and landscaping materials, tools and supplies; and
  - g) interior roadway/walkway lighting, cleaning and snow removal, as well as general grounds maintenance and landscaping services with respect to the non-exclusive use common element areas.

Each of the dwelling, live/work and commercial/retail units shall be separately "smart" metered and invoiced on a periodic basis by Toronto Hydro for the cost of hydro-electricity service consumed by such unit (predicated on the reading of the "smart" check or consumption hydro meter appurtenant to each such unit, as provided for in the declaration), and shall be payable by each such unit owner in accordance with the provisions of the declaration.

Each of the live/work and commercial retail units shall be separately check-metered and invoiced on a periodic basis by the Corporation, or a water monitor on its behalf, for the cost of water service consumed by such unit (predicated on such check metering, as provided for in the declaration) and shall be payable by each such commercial/retail and live/work unit owner in accordance with the provisions of this declaration.

In addition, each of the dwelling, live/work and commercial/retail unit owners shall be separately invoiced for cable television and telephone services, and accordingly the cost of all such hydro, cable television and telephone services (so 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 by each such unit owner.

In the event that the Corporation decides or elects, at any time after the registration of the declaration, to purchase cable television and/or other telecommunication services on a bulk basis, for the entire building, then all sums of money payable by the Corporation for such bulk services shall thereupon comprise part of the common expenses of the Corporation.

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 acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements;
5. All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance of its objects and duties;

6. All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, or by its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation;
7. All sums of money assessed by the Corporation for the reserve fund to be paid by every owner as part of their respective contributions towards the common expenses, for the major repair and replacement of the common elements and assets of the Corporation;
8. All sums of money paid or payable 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 paid or payable on account of realty taxes (including local improvement charges) levied against the property (until such time as such taxes are levied against the individual units), and against those parts of the common elements that are leased for business purposes upon which the lessee carries on an undertaking for gain;
10. The fees and disbursements of the Insurance Trustee, if any;
11. 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;
12. All sums of money paid or payable by the Corporation in order to comply with the duties set forth in section 42 of the declaration, including without limitation, all expenses incurred by the Corporation in complying with the terms and provisions of the Outstanding Municipal Agreements [as defined in Section 43 of the declaration];
13. All costs and expenses (including legal fees on a solicitor and client basis or substantial-indemnity scale, 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 or expressly 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 40 the declaration, or any other applicable provisions of the declaration entitling the Corporation to seek reimbursement of costs or indemnification from any owner(s)]; and
14. All sums of money paid or payable by the Corporation pursuant to the terms of the Reciprocal Agreement(as defined in the section 43(aa) of the declaration).

**SCHEDULE "F"**

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

- a) the Owner(s) of Dwelling Units 1, 2, 12 and 13 on Levels 3 to 7 inclusive and Dwelling Units 1, 2 and 11 on Level 8 and all Dwelling Units on Levels 9 to 13 inclusive, shall have the exclusive use of a balcony or balconies to which said Units provide direct and sole access, the said balconies being illustrated in light outline on Part 1, Sheet 2 of the Description.
- b) the Owner(s) of Dwelling Units 2 to 10 inclusive on Level 8, shall have the exclusive use of a Terrace to which said Units provide direct and sole access, the said Terraces being illustrated in light outline on Part 1, Sheet 2 of the Description.

Sept 30/08



**SCHEDULE "G"**  
**TO THE DECLARATION OF 1619390 ONTARIO INC.**  
**FOR A STANDARD CONDOMINIUM CORPORATION**

**CERTIFICATE OF ARCHITECT OR ENGINEER**  
 (under clause 8(1)(e) or (h) of the *Condominium Act, 1998*)

I certify that:

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

(Check whichever boxes are applicable)

1.  The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2.  Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3.  Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4.  All underground garages have walls and floor assemblies in place.
5.  All elevating devices as 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 is no indoor or outdoor swimming pool.
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 20<sup>th</sup> day of NOVEMBER 2008.

  
 Name: ROBERT CHANG  
 Title: Architect or Professional Engineer

G-1

**SCHEDULE "G"**  
**TO THE DECLARATION OF 1619390 ONTARIO INC.**  
**FOR A STANDARD CONDOMINIUM CORPORATION**

**CERTIFICATE OF ARCHITECT OR ENGINEER**  
 (under clause 3(1)(e) or (h) of the *Condominium Act, 1998*)

I certify that:

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

(Check whichever boxes are applicable)

1.  The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2.  Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3.  Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4.  All underground garages have walls and floor assemblies in place.
5.  All elevating devices as 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 is no indoor or outdoor swimming pool.
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 21 day of November, 2008.

Dinesh Jain  
 Name: **DINESH JAIN, P. Eng**  
 Title: Architect or Professional Engineer



April 29, 2011

Toronto Standard Condominium Corporation No. 2005  
205 Frederick Street  
Toronto, Ontario  
M5A 4V3  
Attention: Board of Directors

Dear Board Members:

Re: Proposed Application by 1629390 Ontario Inc. (the "Declarant") to amend the Condominium's Declaration and Description Plan

As you know the undersigned is the developer and Declarant of Toronto Standard Condominium Corporation No. 2005 (the "**Condominium**"). We are writing to you at this time in connection with a court application to amend the Condominium declaration and description that we are currently contemplating.

As you may be aware, the Condominium includes a single live/work unit designated as unit 3 on level 1. It is a two storey unit, having a main floor and a basement level. As developer of this project we have for some years now used our best efforts to sell the live/work unit but have been unsuccessful. As a result the unit remains unoccupied, with the exception of some basement space which we have converted to storage locker spaces and which we have been renting out.

We, as Declarant, made an error in configuring this as a two level unit and we would like to correct that mistake rather than leaving the unit empty indefinitely. We wish to propose a solution that we think will lead to the sale and occupancy of the main floor live/work area and a better usage of the basement level for new locker units, all with absolutely no detriment to the Condominium or any of its unit owners.

The proposed amendment to the Condominium's registered declaration and description plan would effectively convert the two storey live/work into a one storey live/work designated as unit 3 on level 1 (the main level will essentially remain as is and unchanged) and 34 new locker units on the lower level, to be designated as units 60 to 93 on level A. We enclose a sketch of the proposed configuration of the lower level locker units.

The current common interest and common expense percentage allocated to unit 3, level 1 is 1.933600%. We would propose to allocate 1.5405% to the one storey live/work unit and the balance of .3931% amongst the 34 new locker units (see draft schedule attached.)

None of the other units or common elements of the Condominium will be affected in any way by this amendment. All the other units and their respective percentage common interest and common expenses percentages will remain exactly as they are. There would be absolutely no detriment to the Condominium or to any unit owner arising from the proposed conversion.

We intend to pursue a court order to amend the declaration and description to reflect the changes described in this letter. Of course all costs of the application and registration of the amendment would be borne by the undersigned Declarant. However, as part of the material to be presented to the court in support of the application for amendment, we would like to include a letter of support from the Condominium Corporation.

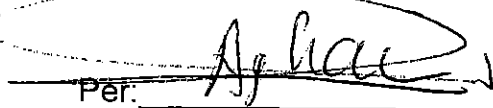
As we proceed with the amendment application, we will of course provide the board with the formal court application, including drafts of the formal amendments to the declaration and description plan that we will be seeking. However at this stage we are asking for confirmation in principle that the Condominium Corporation will support the proposed application. In this regard we are asking that you sign the acknowledgment set forth below and return to the undersigned.

We would be most willing to provide you with further information or answer any questions you may have regarding this matter. Please do not hesitate to contact the undersigned if you have any questions or concerns.

Thank you for considering our request.

Yours very truly

~~1629390 Ontario Inc.~~



Per: \_\_\_\_\_  
Authorized Signing Officer

Toronto Standard Condominium Corporation No. 2005 hereby confirms that in principle it will support the proposed application to amend the Condominium's declaration and description in the manner described above.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2011.

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2005**

Per: \_\_\_\_\_  
President

May 25, 2011

Toronto Standard Condominium Corporation No. 2005

**Attention: Board of Directors**

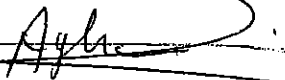
Dear Sir / Madam:

**Re.: Proposed Application by 1629390 Ontario Inc. to amend the Condominium's Declaration and Description Plan**

This is further to Mr. Lewis' correspondence dated May 16, 2011 and our letter dated April 29, 2011.

In consideration of the Board of Directors supporting the proposed application to amend the Condominium Declaration and Description Plan, 1629390 Ontario Inc. hereby agrees to indemnify TSCC No. 2005 and each of the unit owners from any liability, cause of action, or costs in consequence of the proposed application and any resulting amendments approved by the Court.

Yours truly,  
1629390 Ontario Inc.

A handwritten signature in black ink, appearing to read "Ayla", is written over a horizontal line. The signature is enclosed within a large, hand-drawn oval.

(A.S.O.)  
I have the authority to bind the Corporation.

# [ REZEN ]

Toronto Standard Condominium Corporation No. 2005

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May 16, 2011

1629390 Ontario Inc.  
300 HWY 7 East – PH3  
Richmond Hill, ON  
L4B 3P8

Re: Proposed Application by 1629390 Ontario Inc. to amend the Condominium's  
Declaration and Description Plan.

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To Whom it May Concern,

In furtherance to your request dated April 29, 2011, the following will serve as a letter of support in regards to 1629390 Ontario Inc.'s (the "Declarant") proposed application to amend the Condominium's Declaration and Description Plan.

Please be advised that the support of Toronto Standard Condominium Corporation No. 2005 ("TSCC No. 2005") is conditional upon the Declarant adhering to the covenants set forth in its letter dated April 29, 2011 whereby the Declarant indicated that as a result of the proposed application to the Condominium's Declaration and Description Plan and any amendments thereto, that there will be absolutely no detriment (economic or otherwise) to TSCC No. 2005, its owners and residents and that all costs of the proposed application and ancillary amendments (including those which may be incurred by TSCC No. 2005) shall be borne by the Declarant. Further said support is contingent upon the Declarant agreeing to defend, indemnify and save harmless TSCC No. 2005 from any damages whatsoever which may occur as a result of the proposed application and ancillary amendments.

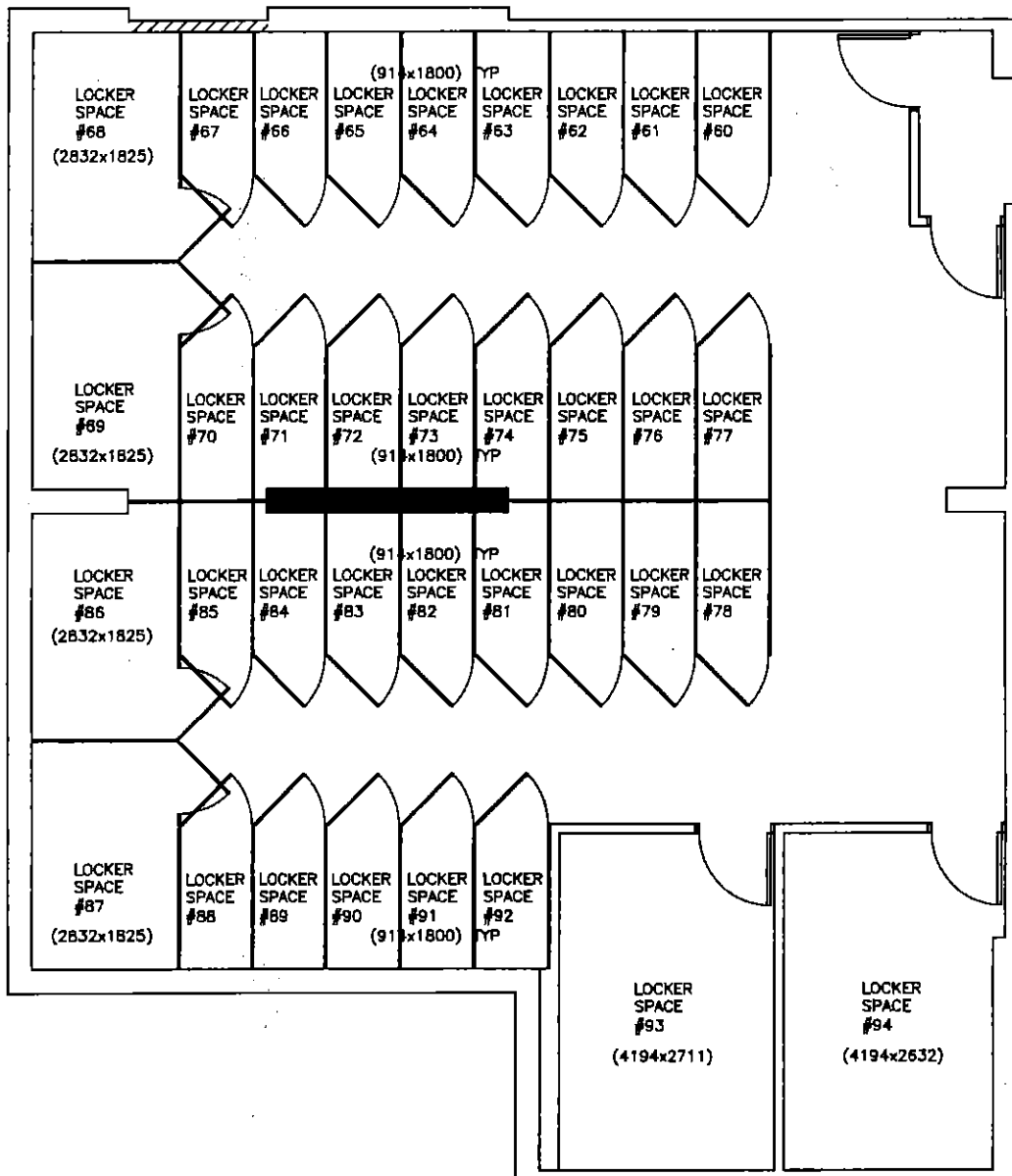
On behalf of TSCC No. 2005, I wish to convey that it the intention of TSCC No. 2005 to cooperate fully with the Declarant and provide it all reasonable assistance to allow it to successfully achieve its goal. Should you require anything further, please do not hesitate in contacting me.

Sincerely,



Jason Lewis  
President – TSCC No. 2005

cc: Times Property Management  
Board of Directors



Purchaser's Initials: \_\_\_\_\_

Vendor's Initials: \_\_\_\_\_

**205 Frederick St**

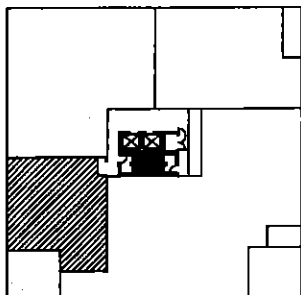
TORONTO, ONTARIO

**LIVE/WORK 1A**

SUITE AREA: 1,404sq.ft.

**BASEMENT**

Date: February 3, 2011



**BASEMENT FLOOR KEYPLAN**

All plans and stated room dimensions are approximate and subject to change at the sole discretion of the Vendor. Floor areas are measured in accordance with OHWMP Bulletin #22. Actual living area will vary from floor area stated.

**Rezen - Live/Work Storage**

as of February 2011

CEA = \$ 243.19  
 Property Tax = \$ 783.23  
 Proportion of Common = 0.3931

Live/Work Storage	Area (sqft)	CEA	Property Tax	Proportion of Common
Unit 60	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 61	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 62	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 63	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 64	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 65	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 66	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 67	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 68	55.61	\$ 14.10	\$ 45.41	0.022790
Unit 69	55.61	\$ 14.10	\$ 45.41	0.022790
Unit 70	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 71	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 72	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 73	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 74	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 75	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 76	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 77	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 78	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 79	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 80	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 81	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 82	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 83	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 84	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 85	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 86	55.61	\$ 14.10	\$ 45.41	0.022790
Unit 87	55.61	\$ 14.10	\$ 45.41	0.022790
Unit 88	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 89	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 90	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 91	17.70	\$ 4.49	\$ 14.45	0.007255
Unit 92	122.34	\$ 31.02	\$ 99.89	0.050136
Unit 93	118.78	\$ 30.11	\$ 96.98	0.048675
	<b>959.23</b>	<b>\$ 243.19</b>	<b>\$ 783.23</b>	<b>0.3931</b>



	Area / No.	Multiplier	Months	Total	Percentage
Condo Units	112752	\$ 0.44	12	\$ 596,683.58	88.3962%
Retail A (Upper)	2354	\$ 0.551	12	\$ 15,571.71	2.3069%
Retail B	2046	\$ 0.551	12	\$ 13,534.29	2.0050%
Live/Work (Upper)	1572	\$ 0.551	12	\$ 10,398.78	1.5405%
Retail Mezz Storage	3194	\$ 0.263	12	\$ 10,061.10	1.4905%
Live/Work Mezz Storage	1404	\$ 0.158	12	\$ 2,653.56	0.3931%
Bicycle Locker	59	\$ 4.200	12	\$ 2,973.60	0.4405%
Bicycle Storage	88	\$ 2.100	12	\$ 2,217.60	0.3285%
Parking (excl. Visitor)	83	\$ 21.00	12	\$ 20,916.00	3.0986%
				\$ 675,010.22	100.0000%

REZEN  
SCHEDULE "D" TO THE DECLARATION

26-Jun-2008

UNIT TYPE	Suite No.	UNIT NO.	LEVEL NO.	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages of each unit)	
COMMERCIAL/RETAIL	101	1	1 (Upper & Lower)	3.797400 x 1 =	3.797400
COMMERCIAL/RETAIL	102	2	1	2.005080 x 1 =	2.005080
LIVE/WORK	103	3	1 (Upper & Lower)	1.933600 x 1 =	1.933600
HIGHRISE DWELLING UNIT	201	1	2	0.628758 x 1 =	0.628758
HIGHRISE DWELLING UNIT	202	2	2	0.629542 x 1 =	0.629542
HIGHRISE DWELLING UNIT	203	3	2	0.546440 x 1 =	0.546440
HIGHRISE DWELLING UNIT	204	4	2	0.679718 x 1 =	0.679718
HIGHRISE DWELLING UNIT	205	5	2	0.640518 x 1 =	0.640518
HIGHRISE DWELLING UNIT	206	6	2	0.608375 x 1 =	0.608375
HIGHRISE DWELLING UNIT	207	7	2	0.540188 x 1 =	0.540188
HIGHRISE DWELLING UNIT	208	8	2	0.705589 x 1 =	0.705589
HIGHRISE DWELLING UNIT	209	9	2	0.698533 x 1 =	0.698533
HIGHRISE DWELLING UNIT	210	10	2	0.744005 x 1 =	0.744005
HIGHRISE DWELLING UNIT	211	11	2	0.513512 x 1 =	0.513512
HIGHRISE DWELLING UNIT	301-701	1	3-7 incl.	0.430409 x 5 =	2.152045
HIGHRISE DWELLING UNIT	302-702	2	3-7 incl.	0.913346 x 5 =	4.566730
HIGHRISE DWELLING UNIT	303-703	3	3-7 incl.	0.628758 x 5 =	3.143790
HIGHRISE DWELLING UNIT	304-704	4	3-7 incl.	0.629542 x 5 =	3.147710
HIGHRISE DWELLING UNIT	305-705	5	3-7 incl.	0.546440 x 5 =	2.732200
HIGHRISE DWELLING UNIT	306-706	6	3-7 incl.	0.679718 x 5 =	3.398590
HIGHRISE DWELLING UNIT	307-707	7	3-7 incl.	0.640518 x 5 =	3.202590
HIGHRISE DWELLING UNIT	308-708	8	3-7 incl.	0.608375 x 5 =	3.041875
HIGHRISE DWELLING UNIT	309-709	9	3-7 incl.	0.540188 x 5 =	2.700840
HIGHRISE DWELLING UNIT	310-710	10	3-7 incl.	0.705589 x 5 =	3.527945
HIGHRISE DWELLING UNIT	311-711	11	3-7 incl.	0.698533 x 5 =	3.492665
HIGHRISE DWELLING UNIT	312-712	12	3-7 incl.	0.744005 x 5 =	3.720025
HIGHRISE DWELLING UNIT	313-713	13	3-7 incl.	0.513512 x 5 =	2.567560
HIGHRISE DWELLING UNIT	801	1	8	0.458633 x 1 =	0.458633
HIGHRISE DWELLING UNIT	802	2	8	0.682070 x 1 =	0.682070
HIGHRISE DWELLING UNIT	803	3	8	0.484505 x 1 =	0.484505
HIGHRISE DWELLING UNIT	804	4	8	0.484505 x 1 =	0.484505
HIGHRISE DWELLING UNIT	805	5	8	0.839651 x 1 =	0.839651
HIGHRISE DWELLING UNIT	806	6	8	0.493129 x 1 =	0.493129
HIGHRISE DWELLING UNIT	807	7	8	0.464121 x 1 =	0.464121
HIGHRISE DWELLING UNIT	808	8	8	1.006641 x 1 =	1.006641
HIGHRISE DWELLING UNIT	809	9	8	0.562119 x 1 =	0.562119
HIGHRISE DWELLING UNIT	810	10	8	0.680502 x 1 =	0.680502
HIGHRISE DWELLING UNIT	811	11	8	0.513512 x 1 =	0.513512
HIGHRISE DWELLING UNIT	901	1	9	0.458633 x 1 =	0.458633
HIGHRISE DWELLING UNIT	902	2	9	0.682070 x 1 =	0.682070
HIGHRISE DWELLING UNIT	903	3	9	0.484505 x 1 =	0.484505
HIGHRISE DWELLING UNIT	905	4	9	1.324156 x 1 =	1.324156
HIGHRISE DWELLING UNIT	906	5	9	0.493129 x 1 =	0.493129
HIGHRISE DWELLING UNIT	907	6	9	0.464121 x 1 =	0.464121
HIGHRISE DWELLING UNIT	908	7	9	1.006641 x 1 =	1.006641
HIGHRISE DWELLING UNIT	909	8	9	0.562119 x 1 =	0.562119
HIGHRISE DWELLING UNIT	910	9	9	0.680502 x 1 =	0.680502
HIGHRISE DWELLING UNIT	911	10	9	0.513512 x 1 =	0.513512
HIGHRISE DWELLING UNIT	1001	1	10	0.458633 x 1 =	0.458633
HIGHRISE DWELLING UNIT	1002	2	10	0.682070 x 1 =	0.682070
HIGHRISE DWELLING UNIT	1003	3	10	0.484505 x 1 =	0.484505
HIGHRISE DWELLING UNIT	1004	4	10	0.484505 x 1 =	0.484505
HIGHRISE DWELLING UNIT	1005	5	10	0.839651 x 1 =	0.839651
HIGHRISE DWELLING UNIT	1006	6	10	0.493129 x 1 =	0.493129
HIGHRISE DWELLING UNIT	1007	7	10	0.464121 x 1 =	0.464121
HIGHRISE DWELLING UNIT	1008	8	10	1.006641 x 1 =	1.006641
HIGHRISE DWELLING UNIT	1009	9	10	0.562119 x 1 =	0.562119
HIGHRISE DWELLING UNIT	1010	10	10	0.680502 x 1 =	0.680502
HIGHRISE DWELLING UNIT	1011	11	10	0.513512 x 1 =	0.513512
HIGHRISE DWELLING UNIT	1101	1	11	0.458633 x 1 =	0.458633
HIGHRISE DWELLING UNIT	1102	2	11	0.682070 x 1 =	0.682070
HIGHRISE DWELLING UNIT	1103	3	11	0.484505 x 1 =	0.484505
HIGHRISE DWELLING UNIT	1104	4	11	0.484505 x 1 =	0.484505
HIGHRISE DWELLING UNIT	1105	5	11	0.839651 x 1 =	0.839651
HIGHRISE DWELLING UNIT	1106	6	11	0.493129 x 1 =	0.493129
HIGHRISE DWELLING UNIT	1107	7	11	0.464121 x 1 =	0.464121
HIGHRISE DWELLING UNIT	1108	8	11	1.006641 x 1 =	1.006641
HIGHRISE DWELLING UNIT	1109	9	11	1.242521 x 1 =	1.242521
HIGHRISE DWELLING UNIT	1111	10	11	0.513512 x 1 =	0.513512
HIGHRISE DWELLING UNIT	1201	1	12	1.675383 x 1 =	1.675383
HIGHRISE DWELLING UNIT	1205	2	12	1.324156 x 1 =	1.324156

**REZEN**  
**SCHEDULE "D" TO THE DECLARATION**

UNIT TYPE	Suite No.	UNIT NO.	LEVEL NO.	PROPORTION OF COMMON INTERESTS AND EXPENSES	
				(expressed as percentages of each unit)	
HIGHRISE DWELLING UNIT	1206	3	12	0.493129 x 1 =	0.493129
HIGHRISE DWELLING UNIT	1207	4	12	0.464121 x 1 =	0.464121
HIGHRISE DWELLING UNIT	1208	5	12	1.006641 x 1 =	1.006641
HIGHRISE DWELLING UNIT	1209	6	12	0.562119 x 1 =	0.562119
HIGHRISE DWELLING UNIT	1210	7	12	0.680502 x 1 =	0.680502
HIGHRISE DWELLING UNIT	1211	8	12	0.513512 x 1 =	0.513512
HIGHRISE DWELLING UNIT	PH01	1	13	0.458633 x 1 =	0.458633
HIGHRISE DWELLING UNIT	PH02	2	13	1.166574 x 1 =	1.166574
HIGHRISE DWELLING UNIT	PH04	3	13	0.484505 x 1 =	0.484505
HIGHRISE DWELLING UNIT	PH05	4	13	0.839851 x 1 =	0.839851
HIGHRISE DWELLING UNIT	PH06	5	13	0.493129 x 1 =	0.493129
HIGHRISE DWELLING UNIT	PH07	6	13	0.464121 x 1 =	0.464121
HIGHRISE DWELLING UNIT	PH08	7	13	1.006641 x 1 =	1.006641
HIGHRISE DWELLING UNIT	PH09	8	13	0.562119 x 1 =	0.562119
HIGHRISE DWELLING UNIT	PH10	9	13	0.680502 x 1 =	0.680502
HIGHRISE DWELLING UNIT	PH11	10	13	0.513512 x 1 =	0.513512
PARKING UNIT		1-23 incl.	B	0.037333 x 23 =	0.858659
		1-30 incl.	C	0.037333 x 30 =	1.119990
		1-30 incl.	D	0.037333 x 30 =	1.119990
BICYCLE LOCKER UNIT		1-59 incl.	A	0.007467 x 59 =	0.440553
BICYCLE STORAGE UNIT		24-35 incl.	B	0.003733 x 12 =	0.044796
		31-68 incl.	C	0.003733 x 38 =	0.141854
		31-68 incl.	D	0.003733 x 36 =	0.141854
					<u>100.00000%</u>

1629390 ONTARIO INC.  
(Applicant)

vs

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2005 et al.  
(Respondents)

Court File No.: CV-11-436873

ONTARIO  
SUPERIOR COURT OF JUSTICE

Proceedings commenced at Toronto

ORDER

OSCAR C. WONG PROFESSIONAL CORPORATION  
Barristers and Solicitors  
330 Highway 7 East, Suite 503  
Richmond Hill, Ontario  
L4B 3P8

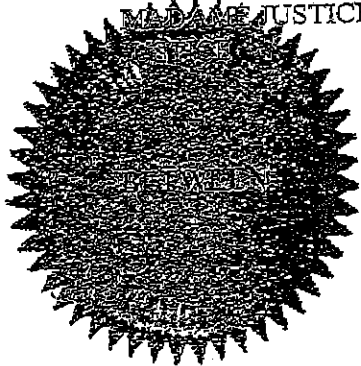
Oscar C. Wong [17233L]  
Telephone: (905) 881-2992  
Facsimile: (905) 881-8856

Lawyers for the applicant

ONTARIO  
SUPERIOR COURT OF JUSTICE

THE HONOURABLE  
MADAME JUSTICE LOW

) MONDAY, THE 27TH DAY  
) OF FEBRUARY, 2012.  
)



1629390 ONTARIO INC.

Applicant

- and -

RANDEEP KHURANA, DIVJOT KHURANA, TEONG HEAN GOOI, SOR KUAN  
ANG, DEREK TEMPLETON, CHRISTOPHER KIRKWOOD, DR. CHUCK  
SCHELLENBERG MEDICAL, NICOLE MARIE PINTO-LOBO, RYAN  
CHRISTOPHER HORNBY, FRANCES ANNE SHLACH, JOSEPH CAMPAGNOLO,  
DON HNATYSHIN, OLIVIA HNATYSHIN, MICHAEL ROBERTS, ALEX ALTER,  
HENIA ALTER, MONICA KHURANA, JAGDEEP KHURANA, EGOR IVANDAIEV,  
MARIE-JOFEE LINA BLAIS, RAFAL KARAKICWICZ, NICHOLAS ALTIERI,  
ALIYA SOVANI, BUHPINDER SINGH KALSA, 1098364 ONTARIO INC., PUI MAN  
LAU, MONICA CHAN, LANCE BIALAS, EMILIA BIALAS, DONGHWAN CHO,  
JANG MOONOAK, IGOR HECHT, JULIA VERONICA HECHT, ADAM LUCHINI,  
JAIME LAPEYRE, TEONG HEAN GOOI, DENIS IVANDAIEV, ANN PUI LIN MA,  
GREGORY HARVEY, TATIANA SHTURYN, AJIT SOMESHWAR, NANCY LU,  
HON CHEONG WONG, MATTHEW ANDERSON, TERESA FEEHAN, HAMID  
GHADAKI, TONY BALDASSARRE, JONATHAN ROBERT MUZYCHKA, WING  
SZE TANG, ANDREW YOUNG, WILLIAM SAI NGONG LOO, RAJKO PLATISA,  
GORANKA PLATISA, MARTHA LUKOWICZ, 843772 ONTARIO LTD., ALICE  
PING SEUNG WU, MARISSA LAURIE SMITH, FERESHTEH NIROO, LILLIAN  
YAP, CAMILLE KAM, JONATHAN BATSON, REY STEPHEN, ARDEN MACLEAN,  
GREG HOY, STEVEN ALLEN, YI XING FAN, KOMURUBAN KUMARASAMY,  
BRIAN YUNG, JENNIFER PEREIRA, JOANNE YO, CLARA LAU, MICHAEL LEW,  
LILIANA MINTUS, PAOLA GUARNIERI, RAMESH ARULCHELVAN,  
LAWRENCE LEFEBOUR, TRIDOM HOLDINGS LIMITED, STEPHANIE  
QUESNELLE, JOSE ZELAYA, GITRIC KELTON, ROGY MASRI, THANG KHAC

NGUYEN, FARNAZ GHADAKI, BAHAREH GHADAKI, FIONA ENGINEER,  
1511635 ONTARIO LTD., PAUL MICHAEL FAZZARI, DAVID DEMERS, VIRGINIE  
RABASQUINHO, LEE JOHN SULLIVAN, ROBERT MAKINSON, LENG CHAN  
WONG, ELHAM NASERI, ALI MORTAZAVI, ELHAM NASERI TAHERI, OMAR  
DEEN, 1511634 ONTARIO LTD., JANE LESLIE WALSH, JANE WATANABE,  
IVANA MILETIC, JOHN ROSS, TINA EDWARDS, KRISTA MORIARITY, JESSICA  
CHIA, DANIEL A. PARKER, HOMAYOUN AHMADI, FIROOZEH BAHADRI,  
ANDREW HUTTON, QUEENIE WING YAN MAK, ANDREW MERTON, LAURA  
MERTON, MIRICA CIGAN, HEDAYAT HASHEMI-GHOOSHANI, MAHTAB  
RAHI, THIEN TO, MARIA GRECO-WANG, TAMARA ROSEMARY STOLL,  
SAMIA AHMAD, PETECIA PUI-CHI FUNG, ALI HASNAIN MURTAZA,  
FREDERICK HASTINGS, JEAN CHARBONNEAU, AURELIO MADRIGAL, JON  
ROBERT FRENCH, JENNIFER LYNN SIMMONDS, LISA PINTO, GREWAL  
RAYPAL, DIDAR CHARANI, CAREY GRIEVE, STEVEN KIM, CARLOS MOTTO,  
CLAUDETE DE NORONHA MOTTO, KRISTIN LAI BING CHU, ELISSA  
GOODMAN, SINHA RONODEV, JOHN HUGHES, ALISON JOAN GREEN,  
GORDON YUNGBLUT, TAMMY CHENG, JASON LEWIS, JESSICA WEISZ, JOHN  
MARGARIS, WILLIAM PUCHALSKI, JACQUELINE PUCHALSKI, MICHAEL  
EDWARD, KEVIN MATTHEW BEER, PRAMESH ATTWALA, KULVINDER  
SINGH, ALI MESGARZADEH, NILOUFAR KAMALVAND, ANTHONY GRNAK,  
JAMES ALEXAN GRNAK, SASA BRATIC, SOBOT SLOBODANKA, GAETAN  
DAIGNEAULT, RACQUEL ROWE, KRISTEN HOLDENRIED, HASSAN  
KAMALVAND, FREDERICK MOESKER, ADAMS & MILES LLP CHARTERED  
ACCOUNTANTS, FINE & DEO, ANATOLIY MOGYLEVETS, SIO HUNG UN,  
HAROON SIDDIQUI, YASMEEN SIDDIQUI and TORONTO STANDARD  
CONDOMINIUM CORPORATION NO. 2005

Respondents

#### ORDER

THIS APPLICATION made by the applicant, pursuant to Sections 84 and 109 of the *Condominium Act*, S.O. 1998, c. C. 19, as amended, and Rule 14.05 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended, was heard today at 393 University Avenue, Toronto, Ontario, M5G 1E6.

No person appeared on behalf of any of the respondents herein, although all of the respondents were properly served.

ON READING the Application Record, the Factum and the Supplementary Affidavit of Oscar C. Wong, sworn on January 24, 2012, and on hearing the submissions of counsel for the applicant, 1629390 Ontario Inc.:

1. THIS COURT ORDERS that Suite No. 103, consisting of a ground level and a basement level, (legally described as Unit 3, Level 1 of Toronto Standard Condominium Plan No. 2005, and identified by PIN 13005-0003, and municipally known as 205 Frederick Street, Suite 103, Toronto, Ontario), shall hereby be divided into two separate portions, so that the ground level portion of Suite No. 103 shall remain an independent live/work unit, still identified as Suite No. 103, and the basement level portion of Suite No. 103 shall consist of 35 individual condominium bicycle locker units identified as Units 60 through 94, both inclusive, on Level A (the "bicycle locker units"), and the balance of the space of the basement level portion of Suite No. 103 not occupied by the bicycle locker units shall form part of the common elements.

2. THIS COURT FURTHER ORDERS that Schedule D to the Declaration shall hereby be replaced in its entirety with the amended Schedule D (the "amended Schedule D"), attached hereto as Schedule 1, so that the ground level portion of Suite No. 103 shall be allocated 1.540537%, and so that each of the bicycle locker units on the basement level portion of Suite No. 103 shall be allocated a percentage of common interests as set out in the amended Schedule D, totalling 0.393063%, so that the sum total of the percentage interest allocated to the ground level portion of Suite No. 103 and the percentage interest allocated to the basement level portion of Suite No. 103 shall remain 1.933600%, which is the same as the percentage interest currently designated for the entire Suite No. 103 in the current Schedule D to the Declaration.

3. THIS COURT FURTHER ORDERS that the Land Registry Office is hereby directed to make the necessary amendments to the legal description of Suite No. 103, and assign new property identifier/identifying numbers (PINs) to each of the new bicycle locker units, to give effect to and to reflect the changes hereinbefore set out in paragraph 1 hereof.

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4. THIS COURT FURTHER ORDERS that Section 1(d) of the Declaration shall hereby be amended, by replacing the number "59" with the number "94", as follows: "the "bicycle locker units" shall mean units 1 to ~~59~~ 94, both inclusive, on level A".

5. THIS COURT FURTHER ORDERS that Section 6 of the Declaration shall hereby be amended, by adding thereto the underlined portion, as follows: "Each owner shall have an undivided interest in the common elements as a tenant-in-common with all other owners, and shall correspondingly be obliged to contribute to the common expenses, in the proportions set forth opposite each unit number in Schedule "D" annexed hereto, and any amendments thereto. The total of the proportions of the common interests and of the common expenses shall each be one hundred (100%) percent."

6. THIS COURT FURTHER ORDERS that Schedule C, subsection 5 to the Declaration shall hereby be amended, by replacing the number "59" with the number "94", as follows: "5. Boundaries of the Bicycle Locker Units: (being Units 1 to ~~59~~ 94 inclusive on Level A)."

7. THIS COURT FURTHER ORDERS that the description for Toronto Standard Condominium Corporation No. 2005 shall be corrected in accordance with subsection 49(6) of Regulation 43/96 under the *Registry Act*, and that the land surveyor for the applicant correct, or cause the correction of, the description by deleting therefrom the Description Sheet 3 of Part 1 as registered, and replace with Amended Description Sheet 3 of 3, Part 1, in the form attached hereto as Schedule 2, to the satisfaction of the Land Registrar of the Toronto Land Registry Office.

*Rm. J. Weman* MAR 14 2012

A. Weman, Registrar  
Superior Court of Justice

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

MAR 20 2012

AS DOCUMENT NO.:  
À TITRE DE DOCUMENT NO.:  
PER / PAR:



AMENDED

REZEN  
SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	Suite No.	UNIT NO.	LEVEL NO.	PROPORTION OF COMMON INTERESTS AND EXPENSES	
				(expressed as percentages of each unit)	
COMMERCIAL/RETAIL	101	1	1 (Upper & Lower)	3.797400 x 1 =	3.797400
COMMERCIAL/RETAIL	102	2	1	2.005080 x 1 =	2.005080
LIVENWORK	103	3	1	1.540537 x 1 =	1.540537
HIGHRISE DWELLING UNIT	201	1	2	0.528758 x 1 =	0.528758
HIGHRISE DWELLING UNIT	202	2	2	0.529542 x 1 =	0.529542
HIGHRISE DWELLING UNIT	203	3	2	0.548440 x 1 =	0.548440
HIGHRISE DWELLING UNIT	204	4	2	0.679718 x 1 =	0.679718
HIGHRISE DWELLING UNIT	205	5	2	0.940518 x 1 =	0.940518
HIGHRISE DWELLING UNIT	206	6	2	0.608375 x 1 =	0.608375
HIGHRISE DWELLING UNIT	207	7	2	0.540168 x 1 =	0.540168
HIGHRISE DWELLING UNIT	208	8	2	0.705589 x 1 =	0.705589
HIGHRISE DWELLING UNIT	209	9	2	0.698533 x 1 =	0.698533
HIGHRISE DWELLING UNIT	210	10	2	0.744005 x 1 =	0.744005
HIGHRISE DWELLING UNIT	211	11	2	0.513512 x 1 =	0.513512
HIGHRISE DWELLING UNIT	301-701	1	3-7 Incl	0.430409 x 5 =	2.152045
HIGHRISE DWELLING UNIT	302-702	2	3-7 Incl	0.913346 x 5 =	4.566730
HIGHRISE DWELLING UNIT	303-703	3	3-7 Incl	0.528758 x 5 =	2.643790
HIGHRISE DWELLING UNIT	304-704	4	3-7 Incl	0.529542 x 5 =	2.647710
HIGHRISE DWELLING UNIT	305-705	5	3-7 Incl	0.548440 x 5 =	2.732200
HIGHRISE DWELLING UNIT	306-706	6	3-7 Incl	0.579718 x 5 =	2.898590
HIGHRISE DWELLING UNIT	307-707	7	3-7 Incl	0.840518 x 5 =	3.202590
HIGHRISE DWELLING UNIT	308-708	8	3-7 Incl	0.608375 x 5 =	3.041875
HIGHRISE DWELLING UNIT	309-709	9	3-7 Incl	0.540168 x 5 =	2.700840
HIGHRISE DWELLING UNIT	310-710	10	3-7 Incl	0.705589 x 5 =	3.527945
HIGHRISE DWELLING UNIT	311-711	11	3-7 Incl	0.698533 x 5 =	3.492665
HIGHRISE DWELLING UNIT	312-712	12	3-7 Incl	0.744005 x 5 =	3.720025
HIGHRISE DWELLING UNIT	313-713	13	3-7 Incl	0.513512 x 5 =	2.567550
HIGHRISE DWELLING UNIT	801	1	8	0.458633 x 1 =	0.458633
HIGHRISE DWELLING UNIT	802	2	8	0.682070 x 1 =	0.682070
HIGHRISE DWELLING UNIT	803	3	8	0.484505 x 1 =	0.484505
HIGHRISE DWELLING UNIT	804	4	8	0.484505 x 1 =	0.484505
HIGHRISE DWELLING UNIT	805	5	8	0.839851 x 1 =	0.839851
HIGHRISE DWELLING UNIT	806	6	8	0.493129 x 1 =	0.493129
HIGHRISE DWELLING UNIT	807	7	8	0.464121 x 1 =	0.464121
HIGHRISE DWELLING UNIT	808	8	8	1.006641 x 1 =	1.006641
HIGHRISE DWELLING UNIT	809	9	8	0.562119 x 1 =	0.562119
HIGHRISE DWELLING UNIT	810	10	8	0.680502 x 1 =	0.680502
HIGHRISE DWELLING UNIT	811	11	8	0.513512 x 1 =	0.513512
HIGHRISE DWELLING UNIT	901	1	9	0.458633 x 1 =	0.458633
HIGHRISE DWELLING UNIT	902	2	9	0.682070 x 1 =	0.682070
HIGHRISE DWELLING UNIT	903	3	9	0.484505 x 1 =	0.484505
HIGHRISE DWELLING UNIT	904	4	9	1.324156 x 1 =	1.324156
HIGHRISE DWELLING UNIT	905	5	9	0.493129 x 1 =	0.493129
HIGHRISE DWELLING UNIT	906	6	9	0.464121 x 1 =	0.464121
HIGHRISE DWELLING UNIT	907	7	9	1.006641 x 1 =	1.006641
HIGHRISE DWELLING UNIT	908	8	9	0.562119 x 1 =	0.562119
HIGHRISE DWELLING UNIT	909	9	9	0.680502 x 1 =	0.680502
HIGHRISE DWELLING UNIT	910	10	9	0.513512 x 1 =	0.513512
HIGHRISE DWELLING UNIT	1001	1	10	0.458633 x 1 =	0.458633
HIGHRISE DWELLING UNIT	1002	2	10	0.682070 x 1 =	0.682070
HIGHRISE DWELLING UNIT	1003	3	10	0.484505 x 1 =	0.484505
HIGHRISE DWELLING UNIT	1004	4	10	0.484505 x 1 =	0.484505
HIGHRISE DWELLING UNIT	1005	5	10	0.839851 x 1 =	0.839851
HIGHRISE DWELLING UNIT	1006	6	10	0.493129 x 1 =	0.493129
HIGHRISE DWELLING UNIT	1007	7	10	0.464121 x 1 =	0.464121
HIGHRISE DWELLING UNIT	1008	8	10	1.006641 x 1 =	1.006641
HIGHRISE DWELLING UNIT	1009	9	10	0.562119 x 1 =	0.562119
HIGHRISE DWELLING UNIT	1010	10	10	0.680502 x 1 =	0.680502
HIGHRISE DWELLING UNIT	1011	11	10	0.513512 x 1 =	0.513512
HIGHRISE DWELLING UNIT	1101	1	11	0.458633 x 1 =	0.458633
HIGHRISE DWELLING UNIT	1102	2	11	0.682070 x 1 =	0.682070
HIGHRISE DWELLING UNIT	1103	3	11	0.484505 x 1 =	0.484505
HIGHRISE DWELLING UNIT	1104	4	11	0.484505 x 1 =	0.484505
HIGHRISE DWELLING UNIT	1105	5	11	0.839851 x 1 =	0.839851
HIGHRISE DWELLING UNIT	1106	6	11	0.493129 x 1 =	0.493129
HIGHRISE DWELLING UNIT	1107	7	11	0.464121 x 1 =	0.464121
HIGHRISE DWELLING UNIT	1108	8	11	1.006641 x 1 =	1.006641
HIGHRISE DWELLING UNIT	1109	9	11	1.242821 x 1 =	1.242821
HIGHRISE DWELLING UNIT	1110	10	11	0.513512 x 1 =	0.513512
HIGHRISE DWELLING UNIT	1111	11	11	0.513512 x 1 =	0.513512
HIGHRISE DWELLING UNIT	1201	1	12	1.675383 x 1 =	1.675383
HIGHRISE DWELLING UNIT	1205	2	12	1.324156 x 1 =	1.324156

REZEN  
SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	Suite No.	UNIT NO.	LEVEL NO.	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages of each unit)	
HIGHRISE DWELLING UNIT	1206	3	12	0.493129 x 1 =	0.493129
HIGHRISE DWELLING UNIT	1207	4	12	0.464121 x 1 =	0.464121
HIGHRISE DWELLING UNIT	1208	5	12	1.006641 x 1 =	1.006641
HIGHRISE DWELLING UNIT	1209	6	12	0.562119 x 1 =	0.562119
HIGHRISE DWELLING UNIT	1210	7	12	0.680502 x 1 =	0.680502
HIGHRISE DWELLING UNIT	1211	8	12	0.513512 x 1 =	0.513512
HIGHRISE DWELLING UNIT	PH01	1	13	0.458033 x 1 =	0.458033
HIGHRISE DWELLING UNIT	PH02	2	13	1.166574 x 1 =	1.166574
HIGHRISE DWELLING UNIT	PH04	3	13	0.484505 x 1 =	0.484505
HIGHRISE DWELLING UNIT	PH05	4	13	0.839851 x 1 =	0.839851
HIGHRISE DWELLING UNIT	PH06	5	13	0.493129 x 1 =	0.493129
HIGHRISE DWELLING UNIT	PH07	6	13	0.464121 x 1 =	0.464121
HIGHRISE DWELLING UNIT	PH08	7	13	1.006641 x 1 =	1.006641
HIGHRISE DWELLING UNIT	PH09	8	13	0.562119 x 1 =	0.562119
HIGHRISE DWELLING UNIT	PH10	9	13	0.680502 x 1 =	0.680502
HIGHRISE DWELLING UNIT	PH11	10	13	0.513512 x 1 =	0.513512
PARKING UNIT		1-23 incl.	B	0.037333 x 23 =	0.858659
		1-30 incl.	C	0.037333 x 30 =	1.119990
		1-30 incl.	D	0.037333 x 30 =	1.119990
BICYCLE LOCKER UNIT		1-59 incl.	A	0.007457 x 59 =	0.440553
		60-87 incl.	A	0.007122 x 8 =	0.056975
		68-89 incl.	A	0.022377 x 2 =	0.044753
		70-85 incl.	A	0.007122 x 16 =	0.113951
		86-87 incl.	A	0.022377 x 2 =	0.044753
		88-92 incl.	A	0.007122 x 5 =	0.035610
		93	A	0.049228 x 1 =	0.049228
		94	A	0.047753 x 1 =	0.047753
BICYCLE STORAGE UNIT		24-35 incl.	B	0.003733 x 12 =	0.044796
		31-68 incl.	C	0.003733 x 38 =	0.141854
		31-68 incl.	D	0.003733 x 38 =	0.141854
					<u>100.00000%</u>

UNIVERSITY OF CALIFORNIA  
 ARCHITECTURAL STANDARDS  
 CONSTRUCTION PLAN N° 2005

LEVEL A  
 UNITS 1 TO 25 INCLUSIVE  
 LEVEL B  
 UNITS 26 TO 50 INCLUSIVE  
 LEVEL C  
 UNITS 51 TO 75 INCLUSIVE  
 LEVEL D  
 UNITS 76 TO 100 INCLUSIVE

REVISIONS  
 1. REVISIONS TO BE MADE BY ARCHITECT  
 2. REVISIONS TO BE MADE BY ENGINEER  
 3. REVISIONS TO BE MADE BY CONTRACTOR

NOTES  
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED  
 2. ALL WALLS ARE 12" THICK UNLESS OTHERWISE NOTED  
 3. ALL FLOORS ARE 4" THICK UNLESS OTHERWISE NOTED  
 4. ALL CEILING ARE 8" THICK UNLESS OTHERWISE NOTED  
 5. ALL ROOFS ARE 6" THICK UNLESS OTHERWISE NOTED  
 6. ALL STAIRS ARE 48" WIDE UNLESS OTHERWISE NOTED  
 7. ALL ELEVATORS ARE 48" WIDE UNLESS OTHERWISE NOTED  
 8. ALL DOORS ARE 36" WIDE UNLESS OTHERWISE NOTED  
 9. ALL WINDOWS ARE 36" WIDE UNLESS OTHERWISE NOTED  
 10. ALL PARTITIONS ARE 1/2" THICK UNLESS OTHERWISE NOTED

UNIVERSITY OF CALIFORNIA  
 ARCHITECTURAL STANDARDS  
 CONSTRUCTION PLAN N° 2005

