

THE LAND TITLES ACT

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CERTIFICATE OF RECEIPT
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TORONTO (66)

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John Duffell
LAND REGISTRAR/REGISTRATEUR

DECLARATION

THE CONDOMINIUM ACT

TORONTO STANDARD CONDOMINIUM PLAN No. 1430

NEW PROPERTY IDENTIFIERS BLOCK 12430

RECENTLY : PART OF PIN 21196 - 0023

DECLARANT : MAX & CO DEVELOPMENT INC.

SOLICITOR: Jeffery L. Freelan

BLANEY McMURTRY

20 QUEEN STREET WEST

SUITE 1400

TORONTO, ONTARIO

M5H2V3

PHONE: 416-593-1221

No. OF UNITS 238

FEES : \$60.00 + \$5.00 X 238 = \$1250.00

PAGE OF PAGES

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the *Condominium Act*, S.O., 1998, c.19, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), by:

MAX & CO. DEVELOPMENT INC., a corporation incorporated under the laws of the Province of Ontario (hereinafter called the "Declarant");

WHEREAS the Declarant is the Owner in fee simple of the lands (the "Lands") situate in the City of Toronto, in the Province of Ontario, and being more particularly described in Schedule "A", and in the description (the "Description") submitted herewith by the Declarant for registration in accordance with the Act;

AND WHEREAS the Declarant has constructed a building (the "Building") upon the Lands containing sixty (60) dwelling Units, being Units 1 to 6 on Level 2, Units 1 to 7 on Level 3, Unit 1 to 6 on Level 4, Units 1 to 7 on Level 5, Units 1 to 4 on Level 6, Units 1 to 6 on Level 7, Units 1 to 6 on Level 8, Units 1 to 6 on Level 9, Units 1 to 5 on Level 10, Units 1 to 4 on Level 11 and Units 1 to 3 on Level 12, together with one hundred and eleven (111) parking Units, being Units 1 to 56 on Level A and Units 1 to 55 on Level B, and together with sixty-seven (67) locker Units, being Units 57 to 68 on Level A and Units 56 to 110 on Level B;

AND WHEREAS the Declarant intends that the Lands and interests appurtenant to the Lands together with the Building shall be governed by the Act;

AND WHEREAS the Building forms part of a structure, the remainder of which consists of the Commercial Condominium as hereinafter defined.

NOW THEREFORE THE DECLARANT DECLARES AS FOLLOWS

ARTICLE I INTRODUCTORY

- 1.1 Definitions - All capitalized words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time and the following terms used herein shall have the meanings set out below, unless the context otherwise requires:
- (a) The "Corporation" means the corporation created upon the registration of the Declaration herein and the description submitted herewith;
 - (b) The "Insurance Trustee" and the "Insurance Trust Agreement" mean the trustee and the agreement described in Article IX hereof;
 - (c) The "Commercial Condominium" means those areas within the Project as hereinafter defined to be utilized for commercial purposes which consists of those areas remaining in the Project after excluding the Building, those areas being composed of part of Lots 1 and 2, East site of Avenue Road, Registered Plan 358Y, City of Toronto, designated as Part 2 on Plan 66R-19527, and which shall be governed by the Act;
 - (d) The "Commercial Corporation" means the corporation created upon the registration of the declaration and description relating to the Commercial Condominium;
 - (e) The "Project" means the entire building constructed or to be constructed which includes the Lands, the Building and the Commercial Condominium;
 - (f) The "Reciprocal Agreement" means that agreement entered into between the Corporation and the Commercial Corporation described in Article VIII hereof;
 - (g) The "Rules" means the rules passed by the Board from time to time.

- 1.2 Statement of Intention - The Declarant intends that the Lands and interests appurtenant to the Lands described in the Description be governed by the Act, and any amendments thereto.
- 1.3 Consent of Encumbrancers - The consent of every person having a registered mortgage against the Lands or interests appurtenant to the Lands described in the Description is contained in Schedule "B" attached hereto.
- 1.4 Boundaries of Units and Monuments - The monuments controlling the extent of the Units are described in Schedule "C" attached hereto.
- 1.5 Common Interests and Common Expenses - Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners and shall contribute to the Common Expenses in the proportions set forth opposite each Unit number in Schedule "D" attached hereto. The total of the proportions of the Common Interests shall be one hundred percent (100%).
- 1.6 Address for Service and Mailing Address of the Corporation - The Corporation's address for service and mailing address shall be 55 Avenue Road, West Tower, Suite 2300, Toronto, Ontario, M5R 3L2, or such other address as the Corporation may determine in accordance with the provisions of the Act.
- 1.7 Certificates of Architect and Engineer - The certificates of the architect and the engineer that all buildings have been constructed in accordance with the regulations made under the *Condominium Act, 1998* are attached as Schedule "G" attached hereto.

ARTICLE II COMMON EXPENSES

- 2.1 Specification of Common Expenses - Common Expenses means the expenses of the performance of the objects and duties of the Corporation and, without limiting the generality of the foregoing, shall include those expenses set out in Schedule "E" attached hereto.

ARTICLE III UNITS

- 3.1 Occupation and Use - The occupation and use of the Units shall be in accordance with the following restrictions and stipulations:
 - (a) Each dwelling Unit, being Units 1 to 6 on Level 2, Units 1 to 7 on Level 3, Unit 1 to 6 on Level 4, Units 1 to 7 on Level 5, Units 1 to 4 on Level 6, Units 1 to 6 on Level 7, Units 1 to 6 on Level 8, Units 1 to 6 on Level 9, Units 1 to 5 on Level 10, Units 1 to 4 on Level 11 and Units 1 to 3 on Level 12 shall be occupied and used only for residential purposes, provided however, that the foregoing shall not prevent the Declarant from completing the Building and all improvements to the Property, maintaining unsold Units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs in any Unit or upon any portion of the Common Elements until all Units of the Corporation have been sold by the Declarant.
 - (b) Parking Units, being Units 1 to 56 on Level A and Units 1 to 55 on Level B shall be used and occupied only for the parking of motor vehicles as provided for in the Rules and without restricting any definition of motor vehicle as may be imposed by the Board, "motor vehicle" shall be deemed to include a private passenger automobile and station wagon as customarily understood. Non-conforming parking Units will accommodate motor vehicles commonly referred to as "compact cars". The Owner of each parking Unit shall maintain such Unit in a clean and sightly condition. The Corporation may make provision in its annual budget for cleaning of the parking Units, and this shall be a common expense. The parking Units may be sold, leased, transferred or otherwise conveyed, either separately or in combination with other Units, provided that:
 - (i) any such sale, transfer or other conveyance is made only to the Corporation or to any Owner of a dwelling Unit; and provided that any

such lease is made only to the Corporation, or to any Owner or permitted tenant of a dwelling Unit;

- (ii) the term of any lease of any parking Unit to a tenant of a dwelling Unit shall not extend beyond the term of the tenancy of such dwelling Unit granted to such tenant; and
 - (iii) every lease in respect of any parking Unit shall provide that where the lessee thereof is an Owner of a dwelling Unit and such person is deprived of ownership of his dwelling Unit through any legal action by any party holding a registered mortgage, execution, lien or other encumbrance against such dwelling Unit, such lease shall be deemed to be in default, and shall automatically terminate and the parking Unit which is subject to such lease shall revert to the lessor of such parking Unit. It shall also provide that where the lessee of a parking Unit is also an Owner of a dwelling Unit, upon a sale, transfer or conveyance of such Owner's dwelling Unit, the lease must be assigned to the new owner of such dwelling Unit or else revert to the lessor of such parking Unit.
- (c) If, as a requirement of any applicable governmental authority, one or more of the parking Units are to be designated for the handicapped (hereinafter, the "Handicapped Parking Unit(s)") then these Handicapped Parking Units shall be subject to the following:
- (i) In the event that a "disabled driver", as defined in the regulations promulgated pursuant to the Highway Traffic Act R.S.O. 1990 c.H.8, including a driver whose licence plate incorporates the international symbol for the disabled, purchases a Unit and a parking Unit which is not designated for the handicapped, the owner or any person occupying a Handicapped Parking Unit shall (if not handicapped) upon notice from the Corporation at the request of the disabled driver, exchange the right to occupy the Handicapped Parking Unit with the disabled driver for the parking Unit which was purchased by the disabled driver, said exchange of the right to occupy said space to continue for the full period of the disabled driver's residence in the building;
 - (ii) When a disabled driver requests an exchange of occupancy rights for a Handicapped Parking Unit, the Corporation shall forthwith notify the owner of and any person occupying the Handicapped Parking Unit and the owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice provided said owner is not handicapped; and
 - (iii) No rent, charges, fees or costs whatsoever shall be charged by the owner, occupant or the Corporation in connection with the exchange of the right to occupy.
- (d) The Declarant, its staff and authorized personnel, or any prospective purchaser or tenant may use any unsold parking Units until the Declarant has sold all Units and parking Units within the Project.
- (e) Parking Units 1, 2 and 3 on Level A (the "Commercial Parking Units") shall be conveyed by the Declarant to the Commercial Corporation following registration of the Commercial Condominium for the use of owners, occupants and tenants within the Commercial Condominium. The Commercial Corporation shall be prohibited by its declaration from transferring or encumbering title to the Commercial Parking Units.
- (f) Not more than eighteen (18) parking Units on Level A (the "Hotel Parking Units") shall be conveyed by the Declarant, at its option, to the registered owner (the "Hotel") of the adjacent hotel property located at 89 Avenue Road, City of Toronto (the "Hotel Property") for use only by management and guests of the Hotel, provided that use of the Common Elements shall be permitted only to the extent necessary to gain access to the Hotel Parking Units and shall be restricted to use of the Common Elements area in the vicinity of the doors connecting the Building and the Hotel Property located on Level A, the Common Elements driveway and ramp providing access to the underground parking garage, and the

Common Elements stairwells (from Level A to grade) located in the underground garage. In addition to the sale, transfer, or other conveyance of parking Units permitted pursuant to Section 3.1 hereof, the Hotel shall be permitted to transfer the Hotel Parking Units to a purchaser of the entire Hotel Property.

- (g) Locker Units, being Units 57 to 68 on Level A and Units 66 to 110 on Level B shall be used and occupied only for the purposes of storage as provided for in the Rules. The locker Units shall not be used by the Owners so as to constitute a nuisance or danger to the other Unit Owners, nor result in the violation or contravention of any applicable zoning or building by-laws or health and safety regulations of any governmental authority. The Board may from time to time restrict the categories of items that may be stored or used in such locker Units. The Owner of each locker Unit shall maintain such Unit in a clean and sightly condition. The Corporation may make provision in its annual budget for cleaning of the locker Units, and this shall be a common expense. The locker Units may be sold, leased, transferred or otherwise conveyed, either separately or in combination with other Units, provided that:
 - (i) any such sale, transfer or other conveyance is made only to the Corporation or to any Owner of a dwelling Unit; and provided that any such lease is made only to the Corporation, or to any Owner or permitted tenant of a dwelling Unit;
 - (ii) the term of any lease of any locker Unit to a tenant of a dwelling Unit shall not extend beyond the term of the tenancy of such dwelling Unit granted to such tenant; and
 - (iii) every lease in respect of any locker Unit shall provide that where the lessee thereof is an Owner of a dwelling Unit and such person is deprived of ownership of his dwelling Unit through any legal action by any party holding a registered mortgage, execution, lien or other encumbrance against such dwelling Unit, such lease shall be deemed to be in default, and shall automatically terminate and the locker Unit which is subject to such lease shall revert to the lessor of such locker Unit. It shall also provide that where the lessee of a locker Unit is also an Owner of a dwelling Unit, upon a sale, transfer or conveyance of such Owner's dwelling Unit, the lease must be assigned to the new owner of such dwelling Unit or else revert to the lessor of such locker Unit.
- (h) No Unit shall be occupied or used by anyone in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation, or in such manner as to result in any increase in premium cost of any policy of insurance placed by or on behalf of the Corporation.
- (i) The Owner of each Unit shall require all residents, associates, agents and visitors in his Unit to comply with the Act, the Declaration, the By-laws and the Rules.
- (j) No boundary wall, load-bearing partition wall, floor, door or window, toilet, bath tub, wash basin, sink, heating, plumbing or electrical installation contained in or forming part of a Unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Corporation; provided, however, that the provisions of this subparagraph shall not require any Owner to obtain the consent of the Corporation for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling which is within any unit.
- (k) No animal, livestock or fowl, other than a household pet as defined by the Rules, shall be kept or allowed in any Unit. Without limiting the foregoing, no pet that is deemed by the Board or manager of the Property as appointed from time to time pursuant to any management agreement, in either of their absolute discretion, to be a nuisance or dangerous shall be kept by any Owner of a Unit. Such Owner shall, within two (2) weeks of receipt of written notice from the Board or such manager requesting the removal of such pet, permanently remove such pet from the Property. No breeding of pets for sale shall be permitted on the Property.

- (l) No sign, advertisement, notice, including "For Sale", "For Rent", or "Open House" signs shall be inscribed, painted, affixed or placed on any part of the inside or outside of the Building, or Common Elements, or visible through any window whatsoever, and no real estate "open houses" shall be permitted.
- (m) The Owner of each dwelling Unit shall install a backing material of a white or off-white colour on each curtain or drapery which may be visible from outside such Unit through a door or window of such Unit.

3.2 Rights of Entry to the Unit –

- (a) The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates any provisions of any insurance policy, remedying any condition which might result in damage to the Property, and confirming compliance with municipal requirements.
- (b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and without notice for the purpose of repairing the Unit or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists.
- (c) If any Owner shall not be personally present to grant entry to his Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.
- (d) The Corporation shall retain a key to all locks to each Unit. No Owner shall change any lock or place any additional locks on the doors to any Unit or in the Unit without immediately providing to the Corporation a key for each new or changed lock.
- (e) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-Laws.

ARTICLE IV LEASING OF UNITS

4.1 Notification of Lease –

- (a) Where the Owner of any Unit leases a Unit, the Owner shall within thirty (30) days of entering into a lease or renewal thereof:
 - (i) notify the Corporation that the Unit is leased;
 - (ii) provide the Corporation with the lessee's name, the Owner's address and a copy the lease or renewal or a summary of it in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01;
 - (iii) provide the lessee with a copy of the Declaration, the By-laws and Rules of the Corporation.
- (b) In addition, no Owner shall lease his Unit unless he delivers to the Corporation a covenant or agreement signed by the tenant, to the following effect: "I (We).....(name of tenants) acknowledge and agree that I/we, the members of my household, and my guests from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, the Declaration and the By-laws, and all rules and regulations of the Condominium Corporation, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I/we were a unit owner, except for the payment of

common expenses unless otherwise provided by the Condominium Act, or the Declaration."

- 4.2 Tenant's Liability - No tenant shall be liable for the payment of Common Expenses unless notified in writing by the Corporation that the Owner is in default of payment of Common Expenses, and requiring said tenant to pay to it an amount equal to the defaulted payment, in which case the tenant shall deduct from the rent otherwise payable to the Owner, an amount equal to the defaulted payment, and shall pay same to the Corporation.
- 4.3 Owner's Liability - Any Owner leasing his Unit shall not be relieved thereby from any of his obligations with respect to his Unit, which obligations shall be joint and severable with his tenant.

ARTICLE V COMMON ELEMENTS

- 5.1 Use of Common Elements - Subject to the provisions of the Act, the Declaration, the By-laws, the Rules and the Reciprocal Agreement, each Owner has the full reasonable use, occupancy and enjoyment of the whole or any part of the Common Elements, except as herein otherwise provided. The Declarant shall not be prevented from completing construction of the Project, installing awnings within or upon the exclusive use balconies and/or terraces, maintaining construction offices, displays and/or signs upon the Common Elements as the Declarant shall require in its absolute discretion and the Declarant, its sales staff, agents and invitees shall be entitled to use the Common Elements for access to and egress from the Building, including model suites and/or sales offices within the Building and to show Common Elements to prospective purchasers until all of the Units are sold by the Declarant and construction of the Commercial Condominium has been completed. The use of the Common Elements may be subject to an easement or right of way in favour of the Commercial Corporation and owners of units within the Commercial Condominium for garbage collection, disposal and removal and for access to units within the Commercial Condominium.
- 5.2 Restrictive Access -
- (a) Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for the care, maintenance, or operation of the Property. Provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten percent (10%) of the Units, who shall have a right of access for inspection upon 48 hours' notice to Owners;
 - (b) The owners, occupants and tenants of the Commercial Parking Units shall be permitted use of only those parts of the Common Elements necessary for reasonable access to the Commercial Parking Units.
 - (c) The owner and occupants of the Hotel Parking Units shall be permitted use of only those parts of the Common Elements necessary for reasonable access to the Hotel Parking Units in accordance with Section 3.1(f) hereof.
- 5.3 Exclusive Use of Parts of Common Elements - Subject to compliance with the Act, the Declaration, the By-laws, the Rules and the Reciprocal Agreement, certain Owners shall have the exclusive use of those parts of the Common Elements as set out in Schedule "F" attached hereto, provided that, without limiting the generality of the foregoing, the Corporation shall have access at all reasonable times to any part of exclusive use balconies and/or terraces for window washing, maintenance and to otherwise perform the objects and duties of the Corporation.
- 5.4 Additions, Alterations and Improvements
- (a) For the purposes of subsection 4 of Section 97 of the Act, the Board shall decide whether any addition, alteration or improvement to, or renovation of, the Common Elements, or any change in the assets of the Corporation or service provided by the Corporation is substantial, in accordance with the provisions of the Act;

- (b) No alteration, work, repairs, decoration, painting, maintenance, structure, air-conditioning equipment, awnings and related equipment, fence screen, hedge or erection of any kind whatsoever (the "work") shall be performed, done, erected or planted within or in relation to the Common Elements (including any part thereof over which any Owner has the exclusive use) except by the Corporation or with its prior written consent or as permitted by the By-laws or Rules; and
 - (c) The Corporation shall have access at all reasonable times to any part of the Common Elements over which any Owner has the exclusive use in order to do the work.
- 5.5 Pets - No animal, livestock, fowl or pet of any nature shall be kept or remain upon the Common Elements, including any part thereof over which any Owner has the exclusive use. When upon the Common Elements, all pets must be under leash.
- 5.6 Guest Suite - Use of the guest suite located within the Common Elements shall be subject to compliance with the Rules.

ARTICLE VI MAINTENANCE AND REPAIRS

- 6.1 By the Owner - Each Owner shall maintain his Unit and, subject to the provisions of the Declaration and Section 123 of the Act, each Owner shall repair his Unit after damage, all at his own expense, including without limiting the generality of the foregoing, the heating and air-conditioning equipment located within the Unit which services that particular Unit only and including any awning and related equipment located within or upon any exclusive use balcony or terrace associated with a particular Unit. Each Owner shall be responsible for damage to any other Unit or to the Common Elements which is caused by the failure of the Owner to so maintain and repair his Unit, save and except for any such damages to the Common Elements and other Units for which the cost of repairing same may be recovered under any policy or policies of insurance held by the Corporation. The Corporation shall make any repairs that an Owner is obligated to make and that he does not make within a reasonable time, after written notice is given to such Owner by the Corporation. In such event, an Owner shall be deemed to have consented to having repairs done to his Unit by the Corporation. The Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or 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 percent (24%) per annum until paid by the Owner. The Corporation may collect such costs in such instalments as the Board may decide upon, which instalments 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 recoverable as such.
- 6.2 By the Corporation - The Corporation shall repair and maintain the Common Elements and shall repair and maintain all doors which provide the means of ingress to and egress from a Unit, and all windows (save and except for maintenance of interior surfaces of windows and doors providing ingress to and egress from a Unit and the maintenance and repair of awnings located within or upon the Common Elements) all at its own expense, whether such doors and windows are part of a Unit or are part of the Common Elements. Every Owner from time to time shall forthwith reimburse the Corporation for repairs to windows and doors serving his Unit, and for repairs to any part of the Common Elements caused by his negligence or intentional misconduct or of his residents, tenants, invitees or licensees of his Unit, or members of their family.
- 6.3 Included in Unit - Each dwelling Unit shall include all pipes, wire, cables, conduits, ducts, mechanical or similar apparatus and appurtenant equipment attached thereto (except external vents and grills), as well as any branch piping to and including the shut-off valves, which provide services to that particular unit only. Without limiting the generality of the foregoing, each dwelling Unit includes the heat pump. Notwithstanding the foregoing, each dwelling Unit shall exclude all pipes, wires, cables, conduits, ducts, flues and mechanical or similar apparatus including all fire hose cabinets and appurtenant equipment, fire alarms, security or sprinkler systems, heating and/or air-conditioning equipment, all concrete, concrete block or masonry partitions or load bearing walls or columns that lie within the boundary of any particular unit as hereinafter set out which supply service or support to another unit(s) or the common element.

**ARTICLE VII
FIRST MEETING**

- 7.1 Holding First Meeting - As soon as practicable after the registration of the Declaration, the Owners may hold their first meeting for the purposes of electing Directors. The Board so elected may hold its first meeting provided a quorum of Directors is present.

**ARTICLE VIII
DUTIES OF THE CORPORATION**

- 8.1 Duty to Enter into Reciprocal Agreement - It shall be the duty of the Corporation to:

- (a) Enter into and be bound by an agreement (the "Reciprocal Agreement") with the Commercial Corporation governing the procedures for the integrated use, operation, maintenance, repair, reconstruction, if necessary, and the sharing of costs for mutual services within the Project which agreement shall include, without limitation, provision that:
 - (i) each of the respective parties shall grant or consent to as the case may be, and from time to time, to each of the others of them, all such easements, rights of way and rights of support as may be required to permit the full use, operation, maintenance, repair and support of any portion of the Project including the provision for services and utilities;
 - (ii) insurance, utilities, and costs related to operation and maintenance in respect of facilities utilized by more than one of the parties shall be shared on the basis set forth in the Reciprocal Agreement;
 - (iii) realty taxes or similar governmental charges and assessments, shall be paid by each of the respective parties on an equitable basis in relation to their respective interests in the Project, and that the parties will endeavour to obtain separate assessment and tax billings for each of their respective interests.
 - (iv) an insurance trustee shall be appointed to receive proceeds of insurance, to hold such proceeds in trust for the benefit of those persons entitled thereto and to disburse the proceeds, all in the manner to be set out in the Insurance Trust Agreement and the Reciprocal Agreement;
 - (v) procedures proscribed therein shall be followed and formulae proscribed therein shall govern the carrying out and the sharing of cost of demolishing, restoring or replacing any part of the Project, or any replacement thereof, whether the same shall be voluntary or shall be required by expropriation or casualty, including the disposition of any insurance or expropriation proceeds; and
 - (vi) all construction or reconstruction of a structural nature, and all structural alterations as well as modifications to the exterior of the Building and the Commercial Structure shall be subject to compliance with the Reciprocal Agreement.
- (b) Make payment from the monies collected on account of Common Expenses or otherwise of the Corporation's share of the financial obligations that may be required or payable under the Reciprocal Agreement. The Corporation hereby acknowledges and agrees that it is solely responsible for the operation, maintenance and repair and replacement of the Shared Service Facilities, including without limiting the generality of the foregoing, payment of any and all City of Toronto water supply charges for the entire Project. For the purposes of this Subsection 8.1(b) the term "Shared Service Facilities" includes (i) outdoor grounds, walkways, roadways, loading area, driveways, garage ramp and the garage door located within the Lands; (ii) water, sanitary and storm sewers; (iii) fire alarm systems; (iv) main electrical room; (v) exterior lighting located within the Lands; (vi) the Type G loading space/refuse collection facilities; (vii) heating and cooling systems and boilers; and (viii) elevators, (or such additional service, utility, facility and system which may be agreed upon by the Owners) and without limiting the generality of the foregoing, may include mechanical, plumbing,

telephone, communication, electrical, gas, air conditioning and heating systems, water system, sanitary sewer system, ventilation shafts, any pipes, wires, cables, conduits or shafts required for any of the foregoing systems, stairways and loading area, together with all equipment, chattels and materials used in connection therewith and in any event includes the obligation of the Corporation to pay any and all City of Toronto water supply charges servicing the entire building located on the Lands and the lands of the Commercial Condominium..

ARTICLE IX INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

- 9.1 Insurance Trust Agreement - The Corporation shall enter into and at all times maintain the Insurance Trust Agreement with the Insurance Trustee which shall be a Trust Company registered under the *Loan and Trust Corporations Act, R.S.O. 1990, c.L.25* or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:
- (a) the receipt by the Insurance Trustee of any proceeds of insurance payable to the Corporation in excess of fifteen (15%) percent of the replacement cost of the property covered by the insurance policy;
 - (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, the Declaration and its obligations pursuant to the Reciprocal Agreement;
 - (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
 - (d) the notification by the Insurance Trustee to mortgagees of any insurance monies received by it.
- 9.2 Insurance Trustee - In the event that the Corporation is unable to enter into such agreement with such Trust Company or such Chartered Bank, by reason of its refusal to act, the Corporation may enter into such agreement with such other corporation authorized to act as a trustee, as the Owners may approve by By-law at a meeting called for that purpose.
- 9.3 Fees - The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a Common Expense.
- 9.4 Repair after Damage - In the event that:
- (a) The Corporation is obligated to repair any Unit, the Common Elements, or any asset insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement and the Reciprocal Agreement in order to satisfy the obligation of the Corporation to make such repairs;
 - (b) There is no obligation by the Corporation to repair or replace in accordance with the provisions of the Act, and where there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the Owners in the proportion of their respective interests in the Common Elements and shall pay such proceeds to the Owners in such proportions upon registration of a notice of termination by the Corporation, subject to the provisions of the Insurance Trust Agreement and the Reciprocal Agreement. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable under any policy of insurance and in satisfaction of the amount due under a Notice of Lien registered by the Corporation against such Unit, in accordance with the priorities thereof; and
 - (c) The Board, in accordance with the provisions of the Act, determines that
 - (i) there has not been substantial damage to 25% of the Building, or

- (ii) determines that there has been substantial damage to 25% of the Building and within sixty (60) days thereafter the Owners who own 80% of the Units do not vote for termination,

the Insurance Trustee shall hold all proceeds for the Corporation and Owners whose Units have been damaged and shall disburse same in accordance with the provisions of the Insurance Trust Agreement and the Reciprocal Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of the Declaration, the Reciprocal Agreement and the Act.

ARTICLE X INSURANCE

10.1 By the Corporation - The Corporation shall obtain and maintain the following insurance to the extent obtainable from the insurance industry:

- (a) insurance against major perils and such other perils as the Board may from time to time deem advisable insuring the Property but excluding improvements and betterments made or acquired by an Owner, in an amount equal to full replacement cost without deduction for depreciation;
- (b) personal property owned by the Corporation but not including furnishings, furniture, or other personal property supplied or installed by the Owners in an amount equal to the replacement cost of such personal property;
- (c) public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, without right of subrogation as against the Corporation, its manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit; and
- (d) insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf, of boilers, machinery, pressure vessels, and motor vehicles to the extent required as the Board may from time to time deem advisable.

10.2 General Provisions -

- (a) Every policy of insurance shall insure the interest of the Corporation and the Owners from time to time which shall be subject to the provisions of the Declaration, the Insurance Trust Agreement, the Reciprocal Agreement and the Act, and shall contain the following provisions if obtainable:
 - (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and as against the Owners, and any member of the household or guests of any Owner or occupant of a Unit, except for arson, fraud, vehicle impact, vandalism, or malicious mischief;
 - (ii) that loss shall be payable to the Insurance Trustee, as herein provided;
 - (iii) that such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days' prior written notice to the Corporation and to the Insurance Trustee;
 - (iv) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the Property by the Act is terminated;
 - (v) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of a statutory condition or any insurance;
 - (vi) that such policy or policies of insurance shall be primary insurance in respect of any other insurance carried by any Owner;

- (b) Prior to obtaining any policy of insurance under paragraph 10.1(a) and (b) of this Article, or any renewal or renewals thereof, or at such other time as the Board may deemed advisable, the Board may obtain an appraisal from an independent qualified appraiser of the full replacement cost of the Property for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a Common Expense;
 - (c) Subject to the Reciprocal Agreement, the Board shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. The Board may, however, authorize an Owner in writing to adjust any loss to his Unit;
 - (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each Owner and renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten (10) days before the expiry of any current insurance policy. The policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an Owner or mortgagee on reasonable notice to the Corporation. A certificate or memorandum of all insurance policies and endorsements thereto and renewal certificates thereof shall be furnished only to each Owner and mortgagee who has notified the Corporation that he has become an Owner or mortgagee;
 - (e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in the Declaration and the Act; and
 - (f) The Corporation shall, no earlier than the date of the turnover meeting held pursuant to Section 43 of the Act, obtain and maintain insurance for the benefit of Directors and Officers of the Corporation, in order to indemnify them against any liability, cost, charge or expense (the "liabilities") incurred by them in execution of their duties, provided that such insurance shall not indemnify them against the liabilities incurred as a result of a contravention of Section 37(1) of the Act.
- 10.3 By the Owner - It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any Owner, may be obtained and maintained by such Owner:
- (a) insurance on any additions, improvements or betterments made by the Owner to his Unit for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within his Unit, and his personal property and chattels stored elsewhere on the Property, including his automobile or automobiles, and for loss of use and occupancy of his Unit in the event of damage. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the other Owners and any members of their household, or guest, except for arson, fraud, vehicle impact, vandalism or malicious mischief; and
 - (b) public liability insurance covering any liability of any Owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
- 10.4 Indemnification by Owners - Each Owner shall indemnify and save the Corporation harmless from and against any loss, costs, damage, injury or liability which the Corporation may suffer or incur resulting from or caused by any act or omission of such Owners, or any resident, tenant, invitee, licensee or employee of his Unit, to the Common Elements or to any Unit, except for any loss, costs, damage, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. Each Owner shall also indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer by reason of

any breach of any Rules in force from time to time by any Owner, his family, his employees, guests or occupants of his Unit. All payments hereunder are deemed to be additional contributions to the Common Expenses and recoverable as such.

ARTICLE XI MISCELLANEOUS

- 11.1 Invalidity - Each of the provisions of the Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of the Declaration, and in such event all the other provisions of the Declaration shall continue in full force and effect as if such invalid provision had never been included herein.
- 11.2 Waiver - The failure to take action to enforce any provision contained in the Act, the Declaration, the By-laws, the Rules or the Reciprocal Agreement, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.
- 11.3 Construction of Declaration - The Declaration shall be read with all changes of number and gender required by the context.
- 11.4 Compliance with Reciprocal Agreement - All rights and obligations arising under or imposed by this Declaration, the By-laws, and the Rules shall, except to the extent prohibited by the Act, be subject to and read together with the provisions of the Reciprocal Agreement.
- 11.5 Units and Common Elements subject to Declaration, By-laws and Rules - All present and future Owners, lessees and residents of Units, their families, guests, invitees or licencees, shall be subject to and shall comply with the provisions of this Declaration, the By-laws and the Rules, including, in the case of a lessee who has received a notice under subsection 87(1) of the Act, those duties relating to Common Expenses. The acceptance of a deed or transfer, or the entering into a lease, or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of the Act, this Declaration, the By-laws, the Rules, and the Reciprocal Agreement as they may be amended from time to time, are accepted and ratified by such Owner, lessee, or resident, and all of such provisions shall be deemed to be covenants running with the Unit and shall bind any person having, at any time, any interest or estate in such Unit, as though such provisions were recited and stipulated in full in each and every deed or transfer or lease or occupancy agreement; provided that in the case of a lessee, the obligations with respect to Common Expenses shall come into effect only if a notice under subsection 87(1) of the Act has been given.

- 11.6 Headings - The headings in the body of the Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

Dated at the City of Toronto, Province of Ontario, this 27th day of February 2002.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hand of its proper officers duly authorized in that behalf.

MAX & CO. DEVELOPMENT INC.

Per: _____

Stephen Chan
President

I have authority to bind the corporation.

SCHEDULE "A"

In the City of Toronto and Province of Ontario, being composed of Parts of Lots 1 and 2, East Side of Avenue Road, according to a plan registered in the Registry Division of the Toronto Registry Office (No. 66) as Plan 358Y, designated as PARTS 1 and 3 on a plan of survey of record deposited in the Land Titles Division of the Toronto Registry Office as Plan 66R-19527, hereinafter referred to as the "Residential Lands".

RESERVING rights-of-way or rights in the nature of easements in favour of the owners, their successors and assigns of Part of Lots 1 and 2, East side of Avenue Road, on said Registered Plan 358Y, designated as PART 2 on said Plan 66R-19527, (hereinafter referred to as the "Commercial Lands") which said rights-of-way or rights in the nature of easements are as follows:

- a) over, along, in and through the driveway, exterior to the building, situate within the Common Elements on Level 1 of this Condominium, for the purposes of providing vehicular and pedestrian ingress and egress, for the purposes of loading and off-loading.
- b) over, along, in and through the Type 'G' loading space/refuse collection facilities situate within the Common Elements on Level 1 of this Condominium for the purposes of loading and off-loading.
- c) in and through the Common Elements on Level 1 of this Condominium exterior to the building for the purposes of pedestrian ingress and egress.
- d) in and through the Common Elements of this Condominium for the access of persons, materials and equipment, necessary for the maintenance, repair, installation and operation of mechanical and electrical installations or equipment, including, but not limited to, water mains, gas mains, storm and sanitary sewers, electrical cables, wires, conduits and ducts, telephone and cable television cables, wires, conduits and ducts, fire alarm systems, security systems, meters and sump pumps, all of which are situate within the Common Elements of this Condominium and all of which are necessary to the operation of the "Commercial Lands".
- e) a right of support in and through all structural members, including, but not limited to, load bearing walls, columns, concrete floor and roof slabs, footings, foundations and soil situate within the Common Elements on Levels 1, A and B of this Condominium and which is necessary for the support of the "Commercial Lands".
- f) in and through the Common Elements on Levels 2 and A of this Condominium for the access of persons, vehicles, materials and equipment necessary for the maintenance, repair and reconstruction of the structure situate within the "Commercial Lands".

SUBJECT TO a right-of-way in favour of the owner(s) of Part of Lot 2, East Side of Avenue Road, on Registered Plan 289Y, designated as PART 3 on Plan 63R-1581, over part of Lot 1, East Side of Avenue Road, on said Registered Plan 358Y, designated as PART 3 on said Plan 66R-19527, for the purposes as set out in Instrument E507111.

(RESIDENTIAL)

SUBJECT TO an easement in favour of Rogers Cable Inc. over the "Residential Lands", for the purposes as set out in Instrument CA663937.

TOGETHER WITH rights-of-way or rights in the nature of easements in favour of the owners, their successors and assigns of the "Residential Lands", which said rights-of-way or rights in the nature of easements are as follows:

- a) right of support in and through all structural members, including, but not limited to, load bearing walls, columns, floor and roof slabs situate within the "Commercial Lands" and which is necessary for the support of the structure situate within the "Residential Lands".
- b) in and through the "Commercial Lands" for the access of persons, materials and equipment, for the maintenance, repair, installations and operation of mechanical and electrical installations or equipment, including, but not limited to, water mains, gas mains, storm and sanitary sewers, electrical cables, wires, conduits and ducts, telephone and cable television cables, wires, conduits, and ducts, fire alarm systems and security systems all of which are situate within the "Commercial Lands" and all of which are necessary to the operation of the "Residential Lands".
- c) in and through the "Commercial Lands" for the access of persons, materials and equipment necessary for the maintenance, repair and reconstruction of the structure situate within the "Residential Lands".

TOGETHER WITH a right-of-way over Part of Lots C and D on Registered Plan 337, designated as PART 3 on Plan 66R-19481 for the purposes as set out in Instrument CA750202.

TOGETHER WITH a right-of-way over Lane on Registered Plan 442, designated as PARTS 3 and 5 on Plan 66R-14200, for the purposes as set out in Instruments 60579 EM and CA750202.

Being Part of P.I.N. 21196-0023 (LT).

In my opinion, based on the parcel register and the plans and documents recorded in them, the legal description is correct, the easements described exist in land and the declarant is the registered owner of the land and appurtenant easements.

Messrs: Blaney. McMurtry, LLP.
Barristers and Solicitors and duly authorized
agents for MAX & CO. DEVELOPMENT INC.

March 5, 2002
Dated

Per: Jeffrey L. Freelan
Jeffrey L. Freelan

SCHEDULE "B"

**CONSENT
(SCHEDULE "B" TO DECLARATION)
(UNDER CLAUSE 7(2)(b) OF THE CONDOMINIUM ACT, 1998)**

1. The name Hongkong Bank of Canada was changed to HSBC Bank Canada by Amending Letters Patent issued April 28, 1999 effective June 21, 1999 a copy of which is attached to Instrument No. E2551388 registered on the 21st day of June, 1999 in the Land Registry Office for the Land Titles Division of Toronto (No. 66).
2. HSBC Bank Canada having a registered mortgage within the meaning of clause 7(2) of the *Condominium Act*, 1998 (the "Act") registered as Instrument Number CA543127 in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66).
3. HSBC Bank Canada hereby consents to the registration of this Declaration pursuant to the Act, against the land or the interests appurtenant to the lands, as the land and the interest are described in the description.
4. HSBC Bank Canada hereby postpones the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
5. HSBC Bank Canada is entitled by law to grant the consent and postponement.

DATED at the City of Toronto this

5th day of February, 2002.

HSBC BANK CANADA

Per: 

Name: WILLIAM LAU

Title: Vice President and Manager

Per: 

Name: VIVIAN LEUNG

Title: Account Manager Commercial Banking

I/We have authority to bind the corporation.

SCHEDULE "B"

**CONSENT
(SCHEDULE "B" TO DECLARATION)
(UNDER CLAUSE 7(2)(b) OF CONDOMINIUM THE ACT, 1998)**

1. HSBC Bank Canada having a registered mortgage within the meaning of clause 7(2) of the *Condominium Act*, 1998, (the "Act") registered as Instrument Number CA661174 in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66).
2. HSBC Bank Canada hereby consents to the registration of this Declaration pursuant to the Act, against the land or the interests appurtenant to the lands, as the land and the interest are described in the description.
3. HSBC Bank Canada hereby postpones the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. HSBC Bank Canada is entitled by law to grant the consent and postponement..

DATED at the City of Toronto this 5th day of March, 2002.

HSBC BANK CANADA

Per: [Signature]
Name: **WILLIAM LAU**
Title: Vice President and Manager

Per: [Signature]
Name: **VIVIAN LEUNG**
Title: Account Manager Commercial Banking

I/We have authority to bind the corporation.


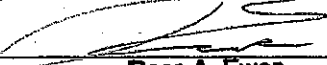
SCHEDULE "B"

**CONSENT
(SCHEDULE "B" TO DECLARATION)
(UNDER CLAUSE 7(2)(b) OF CONDOMINIUM THE ACT, 1998)**

1. London Guarantee Insurance Company and Coachman Insurance Company having a registered mortgage within the meaning of clause 7(2) of the **Condominium Act, 1998**, (the "Act") registered as Instrument Number CA679206 in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66).
2. London Guarantee Insurance Company and Coachman Insurance Company hereby consents to the registration of this Declaration pursuant to the Act, against the land or the interests appurtenant to the lands, as the land and the interest are described in the description.
3. London Guarantee Insurance Company and Coachman Insurance Company hereby postpones the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. London Guarantee Insurance Company and Coachman Insurance Company is entitled by law to grant the consent and postponement..


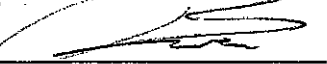
DATED at the City of Toronto this 10th day of February, 2002.

LONDON GUARANTEE INSURANCE COMPANY

Per: 
Name: Howard P. Friedman
Title: Attorney-In-Fact
Per: 
Name: Ross A. Ewen
Title: Vice-President

I/We have authority to bind the corporation.

COACHMAN INSURANCE COMPANY

Per: 
Name: Howard P. Friedman
Title: Attorney-In-Fact
Per: 
Name: R.A. Ewen
Title: Attorney-In-Fact

I/We have authority to bind the corporation.

SCHEDULE "B"

**CONSENT
(SCHEDULE "B" TO DECLARATION)
(UNDER CLAUSE 7(2)(b) OF CONDOMINIUM THE ACT, 1998)**

1. Beaux Properties International Inc. having a registered mortgage within the meaning of clause 7(2) of the *Condominium Act*, 1998, (the "Act") registered as Instrument Number CA546340 in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66).
2. Beaux Properties International Inc. hereby consents to the registration of this Declaration pursuant to the Act, against the land or the interests appurtenant to the lands, as the land and the interest are described in the description.
3. Beaux Properties International Inc. hereby postpones the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. Beaux Properties International Inc. is entitled by law to grant the consent and postponement..

DATED at the City of Toronto this 11th day of Feb, 2002.

BEAUX PROPERTIES INTERNATIONAL INC.

Per: 

Name: ROY BIRIMBOIM

Title: RESIDENT

Per: _____

Name: _____

Title: _____

I/We have authority to bind the corporation.

SCHEDULE "B"

**CONSENT
(SCHEDULE "B" TO DECLARATION)
(UNDER CLAUSE 7(2)(b) OF CONDOMINIUM THE ACT, 1998)**

1. Jatu Inc. having a registered mortgage within the meaning of clause 7(2) of the *Condominium Act*, 1998, (the "Act") registered as Instrument Number CA546341 in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66).
2. Jatu Inc. hereby consents to the registration of this Declaration pursuant to the Act, against the land or the interests appurtenant to the lands, as the land and the interest are described in the description.
3. Jatu Inc. hereby postpones the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. Jatu Inc. is entitled by law to grant the consent and postponement..

DATED at the City of Toronto this 11th day of Feb, 2002.

JATU INC.

Per: 

Name: STEPHEN WONG

Title: PRESIDENT

Per: _____

Name: _____

Title: _____

I/We have authority to bind the corporation.

SCHEDULE "C"

The monuments controlling the extent of the units described and numbered in the description filed concurrently herewith are the physical surfaces and planes more fully described as follows and all dimensions shall have reference to them.

1. BOUNDARIES OF THE DWELLING UNITS

(being Units 1 to 6 inclusive on Levels 2, 4, 7, 8 and 9, Units 1 to 7 inclusive on Levels 3 and 5, Units 1 to 4 inclusive on Levels 6 and 11, Units 1 to 5 inclusive on Level 10 and Units 1, 2 and 3 on Level 12 as illustrated on Sheet 2, Part 1 of the Description.

- a) Each Dwelling Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab.
 - ii) the lower surface and plane of the concrete ceiling slab.
- b) Each Dwelling Unit is bounded horizontally by:
 - i) the backside surface and plane of the drywall sheathing on all exterior walls and walls separating a unit from the common element..
 - 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 all glass panels contained therein.

2. BOUNDARIES OF THE PARKING UNITS

(being Units 1 to 56 inclusive on Level A and Units 1 to 55 inclusive on Level B, as illustrated on Sheet 3, Part 1 of the Description).

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

- vi) the vertical plane established perpendicular to the concrete wall and passing through the centre-line of the concrete columns and/or the production thereof.
- vii) the vertical plane established by connecting structural members.

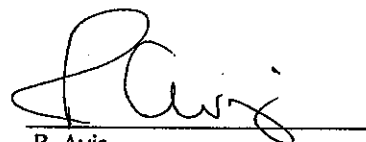
3. **BOUNDARIES OF THE LOCKER UNITS**

(being Units 57 to 68 inclusive on Level A and Units 56 to 110 inclusive on Level B, as illustrated on Sheet 3, Part 1 of the Description).

- a) Each Locker Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab.
 - ii) the lower surface and plane of the steel wire mesh on the ceiling.
 - iii) the lower surface and plane of the concrete ceiling slab for Units 57 and 58 on Level A.
- b) A Locker Unit is bounded horizontally by one or a combination of:
 - i) the face and plane of the concrete/concrete block wall and/or the production thereof.
 - ii) the backside surface and plane of the drywall sheathing.
 - iii) the unit side surface and plane of the steel wire mesh and frame.
 - iv) the unit side surface and plane of the door and door frame, the said door being in a closed position.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1, 2 and 3 of the Description.

FEBRUARY 26, 2002
Dated


R. Avis,
Ontario Land Surveyor

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

99 AVENUE ROAD

February 7, 2002

SCHEDULE 'D'**PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE
INTEREST IN COMMON ELEMENTS BY UNIT AND LEVEL NUMBER**

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>SUITE NO.</u>	<u>% CONTRIBUTION TO COMMON EXPENSES AND % INTEREST IN COMMON ELEMENTS</u>
1	2	201	2.338
2	2	203	0.738
3	2	205	0.738
4	2	206	1.092
5	2	207	0.868
6	2	208	2.225
1	3	301	1.236
2	3	302	1.092
3	3	303	0.738
4	3	305	0.738
5	3	306	1.092
6	3	307	0.868
7	3	308	2.225
1	4	501	3.066
2	4	505	0.738
3	4	506	1.092
4	4	507	0.868
5	4	508	0.958
6	4	509	2.537
1	5	601	1.236
2	5	602	1.092
3	5	603	0.738
4	5	605	0.738
5	5	606	1.092
6	5	607	0.868
7	5	608	3.109
1	6	701	3.804
2	6	706	1.092
3	6	707	0.868
4	6	708	2.632
1	7	801	1.236
2	7	802	1.092
3	7	803	1.476
4	7	806	1.092
5	7	807	0.868
6	7	808	2.101
1	8	901	1.236
2	8	902	1.092

			% CONTRIBUTION TO COMMON EXPENSES AND % INTEREST IN COMMON ELEMENTS
UNIT NO.	LEVEL NO.	SUITE NO.	
3	8	903	0.738
4	8	905	1.830
5	8	907	0.868
6	8	908	1.680
1	9	1001	2.328
2	9	1003	0.738
3	9	1005	0.738
4	9	1006	1.092
5	9	1007	0.868
6	9	1008	1.547
1	10	1101	2.274
2	10	1103	1.476
3	10	1106	1.038
4	10	1107	0.868
5	10	1108	1.190
1	11	SPH01	1.335
2	11	SPH02	0.907
3	11	SPH03	3.411
4	11	SPH06	1.190
1	12	PH01	1.873
2	12	PH03	3.922
3	12	PH06	1.190
TOTAL RESIDENTIAL PERCENTAGE			85.810
<u>PARKING UNITS</u>			
Units 1 - 56 (incl.) @ 0.105 each	Level A		5.880
Units 1 - 53 (incl.) @ 0.105 each	Level B		5.565
Unit 54 (Tandem) @ 0.315	Level B		0.315
Unit 55 @ 0.105	Level B		0.105
<u>STORAGE UNITS</u>			
Units 57 & 58 @ 0.124 each	Level A		0.248
Units 59 - 68 (incl.) @ 0.031 each	Level A		0.310
Units 58 - 61 (incl.) @ 0.031 each	Level B		0.186
Unit 62 @ 0.062	Level B		0.062
Units 63 - 101 (incl.) @ 0.031 each	Level B		1.209
Unit 102 @ 0.062	Level B		0.062
Units 103 - 110 (incl.) @ 0.031 each	Level B		0.248
			<u>100.000</u>

SCHEDULE "E"

COMMON EXPENSES

Common Expenses shall include but shall not be limited to the following:

(a) All expenses of the Corporation incurred by it or the Board in the performance of the objects and duties of the Corporation whether such objects or duties are imposed under the provisions of the Act or of the Declaration, the Reciprocal Agreement or performed pursuant to any By-law of the Corporation;

(b) All sums of money levied or charged to the Corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities and services including, without limiting the generality of the foregoing, levies or charges for:

- garbage collection
- insurance premiums
- water and sewage
- electricity
- waste disposal
- fuel, including gas and oil
- maintenance materials, tools and supplies
- elevator maintenance and repair
- snow removal and landscaping
- realty taxes (including local improvement charges) levied against the entire property until such time as taxes are levied against each unit
- television antenna or cable

(c) Remuneration payable by the Corporation to any employees deemed necessary for the proper operation, protection and maintenance of the Property;

(d) The cost of maintaining fidelity bonds as provided in the By-laws;

(e) All sums of money paid or payable by the Corporation to or for the benefit of any and all persons, firms or corporations engaged or retained by the Corporation, the board, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation, including without limitation legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services;

(f) The costs of furnishings and equipment for use in and about the common elements including the repair, maintenance, operation, or replacement thereof;

(g) All sums of money paid or payable by the Corporation pursuant to the provisions of Subsections (4) and (5) of Section 97 of the Act, as amended;

(h) The cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;

(i) The cost of insurance appraisals;

(j) The fees of the Insurance Trustee; and

(k) The Corporation's share of expenses, if any, incurred with respect to the obligations of the Corporation pursuant to the Reciprocal Agreement.

SCHEDULE "F"

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

- a) the owner(s) of Dwelling Units 1, 2, 3 and 4 on Level 2, Unit 7 on Level 5, Unit 4 on Level 6, Unit 6 on Levels 7, 8 and 9, Units 1, 3 and 5 inclusive on Level 10 and Unit 2 on Level 12, shall have the exclusive use of a terrace or terraces to which said Units provide direct and sole access.
- b) the owner(s) of Dwelling Units 5 and 6 on Level 2, all Units on Level 3, Units 1, 2, 3, 4 and 6 on Level 4, Units 1 to 6 inclusive on Level 5, Units 1, 2 and 3 on Level 6, Units 1 to 5 inclusive on Level 7, all Units on Level 8 and Units 1 to 5 inclusive on Level 9, Units 1, 2 and 4 on Level 10 and all Units on Levels 11 and 12, shall have the exclusive use of a balcony or balconies to which said Units provide direct and sole access.

March 1, 2002
Ref: 129-1593-0.SCF

SCHEDULE "G"

CERTIFICATE OF ARCHITECT


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

I certify that each building on the Property described in Schedule "A" to this Declaration (municipally described as 99 Avenue Road, City of Toronto) has been constructed in accordance with the regulation made under the *Condominium Act*, 1998, with respect to the following matters:

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and ceilings, 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 structure 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 assembly 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.
10. There are no indoor and outdoor swimming pools.
11. Except as otherwise specified in the regulations, the boundaries of the Units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 28TH day of February, 2002.




Signature
Print Name: STEVE KIRSHENBLATT
Architect
Kirkor Architects & Planners

SCHEDULE "G"

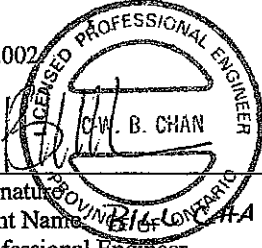
CERTIFICATE OF ENGINEER

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

I certify that each building on the Property described in Schedule "A" to this Declaration (municipally described as 99 Avenue Road, City of Toronto) has been constructed in accordance with the regulation made under the *Condominium Act, 1998*, with respect to the following matters:

6. All installations with respect to the provision of water and sewage services are in place.
7. All installations with respect to provision of heat and ventilation are in place and heat and ventilation can be provided.
8. All installations with respect to the provision of air conditioning are in place.
9. All installations with respect to the provision of electricity are in place.
10. There are no indoor or outdoor swimming pools.

Dated this 28th day of February, 2002


Signature Bill Chan
Print Name BILL CHAN
Professional Engineer
M.V. Shore Associates (1993) Limited

<p style="text-align: center; font-size: 1.2em;">D 8 4 1 9 3 8</p> <p style="text-align: center;">CERTIFICATE OF RECEIPT RÉCÉPISSÉ TORONTO (66)</p> <p style="text-align: center; font-size: 1.2em;">'02 04 19 15 54</p> <p style="text-align: center;"><i>John D. [Signature]</i></p> <p style="text-align: center;">LAND REGISTRAR/REGISTRAR New Property Identifiers</p> <p style="text-align: right;">Additional: See Schedule <input type="checkbox"/></p> <p>Executions</p> <p style="text-align: right;">Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 1 pages</p>
	<p>(3) Property Identifier(s) Block Property 12430-0001 to 12430-0238</p> <p style="text-align: right;">Additional: See Schedule <input type="checkbox"/></p>
	<p>(4) Nature of Document Amendment to Declaration (under Subsection 107 of the <i>Condominium Act, 1998</i>)</p>
	<p>(5) Consideration Nil Dollars \$</p>
	<p>(6) Description All units and common elements in Metropolitan Toronto Standard Condominium Plan No. 1430, City of Toronto Land Titles Office for the Land Titles Division of Metropolitan Toronto (No. 66)</p>
<p>(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>	

(8) This Document provides as follows:
See Form 1 attached.

Continued on Schedule ☒

(9) This Document relates to Instrument number(s)

<p>(10) Party(ies) (Set out Status or Interest) Name(s) TORONTO STANDARD METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1430</p>	<p>Signature(s) Per: <i>[Signature]</i> Name: Stephen Chan Title: President</p> <p>Date of Signature Y M D 2002 . 04 . 18</p>
<p>We have authority to bind the corporation.</p>	<p>Per: <i>[Signature]</i> Name: Ed Liu Title: Secretary</p> <p>Date of Signature Y M D 2002 . 04 . 18</p>

(11) Address for Service 55 Avenue Road, West Tower, Suite 2300, Toronto, Ontario, M5R 3L2

<p>(12) Party(ies) (Set out Status or Interest) Name(s)</p>	<p>Signature(s)</p> <p>Date of Signature Y M D</p>

<p>(14) Municipal Address of Property 99 Avenue Road Toronto, Ontario M5R 2G5</p>	<p>(15) Document Prepared by: Jeffery L. Freelan Blaney McMurtry LLP Barristers & Solicitors Box 14, Suite 1400 20 Queen Street West Toronto, Ontario M5H 2V3</p>	<p style="text-align: center;">Fees and Tax</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Registration Fee</td> <td style="width: 50%;"></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">Total</td> <td></td> </tr> </table>	Registration Fee								Total	
Registration Fee												
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FORM 1

Condominium Act, 1998

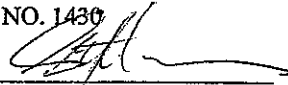
AMENDMENT TO DECLARATION OR DESCRIPTION
(under Section 107 of the *Condominium Act, 1998*)


TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1430 amends, as set out in the attached Schedule "A" its declaration registered as Instrument No. E517155 (the "Declaration").

We certify that the amendment to the Declaration that is set out in the attached Schedule "A" complies with the requirements of Section 107 of the *Condominium Act, 1998*.

Dated this 18th day of April, 2002.

TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1430

Per: 
Stephen Chan
President

Per: 
Ed Liu
Secretary

We have authority to bind the corporation.

SCHEDULE "A"

1. The description of the Commercial Parking Units in Section 3.1(e) of the Declaration is hereby amended by deleting reference to "Parking Units 1, 2 and 3 on Level A" and replacing same with the following:

"Parking Units 50, 51 and 52 on Level A".