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TORONTO (66)

2009-08-11

Laura H. H. Foner

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DECLARATION

CONDOMINIUM ACT, 1998

(Insert Office) CONDOMINIUM PLAN NO.

2025

NEW PROPERTY IDENTIFIERS BLOCK

13025

RECENTLY :

All of Pins 21412-0267 (LT) and 21412-0270 (LT)

DECLARANT :

GLACE INC.

Solicitor : David L. Nakelsky

GREEN and SPIEGEL

Address : 390 Bay Street, Suite 2800, Toronto, Ontario, M5H 2Y2

Phone : 416-862-7880

Fax : 416-862-1698

No. of Units

FEES : \$70.00 + \$5.00 x 391 = \$2025.00

DECLARATION

THIS **DECLARATION** (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the *Condominium Act*, 1998, R.S.O. 1998, C.19, and the Regulations thereunder, as amended from time to time (collectively referred to as the "Act") by:

GLACE INC.
(hereinafter called the "Declarant")

WHEREAS:

- A. The Declarant is the owner in fee simple of certain lands and premises situate at 25 Oxley Street, in the City of Toronto, in the Province of Ontario M5V 2J5 and being more particularly described in Schedule "A" annexed hereto and in the description submitted herewith by the Declarant (hereinafter called the "Description") for registration in accordance with the Act and which lands are sometimes referred to as the "Lands" or the "Property";
- B. The Declarant has constructed a building upon the Property containing various units as more particularly described in this Declaration; and
- C. The Declarant intends that the Property together with the building constructed thereon shall be governed by the Act and that the registration of this Declaration and the Description will create a standard condominium Corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I.

INTRODUCTORY

1.1 Definitions

The terms used in the Declaration shall have the meanings ascribed to them in the Act unless this Declaration specifies otherwise or unless the context otherwise requires and in particular:

- (a) "Automobile Elevator Units" means two separate units of the common elements registered in the description for automobile elevator access from the main level to levels A, B, and C;
- (b) "Bicycle/Storage Units" means 146 Bicycle/Storage Units located on Levels A, B & C as per the plans hereof;
- (c) "Board" means the Corporation's Board of Directors governed by the Act;
- (d) "By-laws" means the by-laws of the Corporation enacted from time to time;
- (e) "Common Elements" means all the Property, except the Units, terraces and balconies;
- (f) "Corporation" or "Condominium" or "GLÄS" or "glas" means the freehold condominium that is a standard condominium corporation created by the registration of this Declaration and Description;
- (g) "Elevator Units" or "Passenger Elevator Units" means 2 separate units in the common elements registered in the description for the elevator and used for residents, tenants and guests for access for Levels 1 through 16 and Levels A, B and C;
- (h) "Live/work loft houses" are located on Level 1 of the condominium and are set out in the plans in detail;
- (i) "Mechanical/Electrical Room Unit" means a separate unit of the common elements registered in the description for the mechanical room;
- (j) "Owner" means the owner or owners of the freehold estate(s) in a unit, but does not include a mortgagee unless in possession;
- (k) "Parking Units" means 87 parking units, 7 of which are located on Level 1 within Units 1 through 7 being the loft-homes, and 80 are situate on Levels A, B and C;
- (l) "Project" means the comprehensive development known as "GLÄS" or "glas";
- (m) "Property" means the lands and premises on which the condominium sits shall be municipally known as 25 Oxley Street, Toronto, Ontario and formerly known as 24 Charlotte Street, Toronto, Ontario M5V 2J5
- (n) "Residential Units" means 165 residential premises on Levels 1 through 16 of the condominium of which Units 1 to 9 are on Levels 1 and 2 (2 of which are guest units owned by the condominium subject to the payment and the conditions set out in paragraph 4.7 hereof), Units 1 to 16, inclusive on Levels 3 through 6, Units 1 to 13 on Levels 7 through 9, Units 1 to 9 on Levels 10 through 14 inclusive, and Units 1 through 8 on Level 15 and 16, as defined in paragraph 4.2(a);
- (o) "Rules" means the rules passed by the board in accordance with the provisions of the Act;
- (p) "Service Units" means the Emergency Stairwell Unit, Elevator Units, Mechanical/Electrical Room Unit, Mechanical Room Unit, Refuse Garbage or Holding Unit, all of which shall ultimately be shared and used by or on behalf of the owners of the condominium for the maintenance and operation of all mechanical, electrical, utility, site servicing and/or ancillary systems.

1.2 Act Governs the Lands

The Lands described in Schedule "A" annexed hereto and in the Description together with all interests appurtenant to the Lands are governed by the Act.

1.3 Standard Condominium

The registration of this Declaration and the Description will create a freehold condominium corporation that constitutes a standard condominium corporation.

1.4 Consent of Encumbrancers

The consent of every person or corporation having a registered mortgage against the Property or interests appurtenant thereto is contained in Schedule "B" attached hereto.

1.5 Boundaries of Units and Monuments

The monuments controlling the extent of the Units are the physical surfaces mentioned in the boundaries of Units in Description.

Notwithstanding the boundaries set out in Schedule "C" annexed hereto, the following shall apply:

a) Residential Units

- i) Each Residential Unit shall include all pipes, wires, cables, conduits, ducts and mechanical and similar apparatus, including, but not limited to, the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, and any gas fireplace and appurtenant fixtures attached thereto, all of which provide a service or utility to that particular Unit only.
- ii) Each Residential Unit shall exclude all concrete, concrete block or masonry portions of load bearing walls, columns, floor slabs, exterior doors, door frames, windows and window frames, and any pipe, wire, cable, conduit, duct, shaft and mechanical or similar apparatus which is situate within the Unit boundaries described in Schedule "C" and which provide a service or utility to another Unit or the Common Elements.

b) Parking and Bicycle/Storage Units

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

c) Common Interior Ramp Unit

The Common Interior Roadway Unit shall include the water proofing membrane, driveway topping, lighting fixtures, all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus that provide a service or utility to the Unit only and shall exclude any load bearing walls or columns, which provides support for the Unit or the Common Elements.

d) Service Units

The Service Units shall include all pipes, wires, cables, conduits, ducts, shafts and any mechanical or electrical installation or equipment which provide a service or utility to that particular Unit only and the exterior ducts and door frames.

1.6 Common Interest and Common Expenses

Each Owner shall have an undivided interest in the Common Elements as a tenant common with all other Owners in the proportions set forth opposite each unit number in Schedule "D" attached hereto and shall contribute to the common expenses in the proportion set forth opposite each unit number in Schedules "D" attached hereto. The total of the proportions of the common interests and proportionate contribution to common expenses shall each be one hundred (100%) percent.

1.7 Address for Service, Municipal Address and Mailing Address of the Corporation

The Corporation's address for service and its mailing address shall be 619 King Street West, Toronto, Ontario, M5V 1M5, or such other address as the Corporation may by resolution of the Board determine.

1.8 Approval Authority Requirements

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

1.9 Architect/Engineer Certificates

The certificate(s) of the Declarant's Architect and/or Engineer confirming that all buildings on the Property have been constructed in accordance with the Regulations made under the Act, is contained in Schedule "G" attached hereto.

ARTICLE II.

COMMON EXPENSES

2.1 Specification of Common Expenses

The common expenses shall comprise the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money incurred by or on behalf of the Corporation that are specifically designated as (or collectable as) common expenses pursuant to the provisions of the Act and/or this Declaration, and without limiting the generality of the foregoing, shall include the specific expenses set out in Schedule "E" attached hereto.

2.2 Payment of Common Expenses

- (a) Each Owner shall pay to the Corporation his or her proportionate share of the common expenses and the assessment and collection of contributions toward common expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any By-laws or Rules in force from time to time by any Owner, or by members of his or her family and/or their respective tenants, invitees or licensees shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.

- (b) Hydro: - Not part of common expenses but shall be paid separately.
- (i) The Corporation shall contract for the purchase of electricity from the appropriate local distribution company or with an independent energy retailing company. Electricity consumption in each owner's unit shall be measured and invoiced by a metering system installed and operated by a third party supplier affiliated with the hydro retailers or the embedded distributor (the "Supplier").
- (ii) Each unit owner shall receive and be responsible for, payment of the invoice with respect to the electricity consumption for his/her unit. The unit owner shall remit payment to the Supplier for electricity consumption, separate from any other obligations the unit owner has with respect to payment of common expenses as an owner within the condominium.
- (iii) Any monies owing with respect to invoices for electricity consumption and not paid to the Supplier by the unit owner according to the terms of the invoice, shall, if required by the Supplier, be paid by the condominium corporation to the Supplier and shall thereupon be a debt owed by the owner of the unit whose occupants have consumed the electricity and shall be collectable by the Corporation as if same were common expenses in arrears and for such purposes only shall be considered common expenses. Payment to the Corporation shall be made in such manner and with such frequency as determined by the Board of Directors from time to time acting reasonably in the event of such default. Interest will accrue on arrears of money owing for electricity consumption at a rate equal to that for arrears of common expense payments as set out in the corporation's declaration and/or by-laws.
- (iv) The Corporation has the right to require the registered Owner to maintain a deposit with the Corporation in an amount equal to one month's common expense fees as a hydro deposit in addition to any other deposit required. The Corporation is entitled to apply such deposit against monies owing by a defaulting Owner to the Supplier, with respect to the supply of electricity.
- (v) Notwithstanding any other provisions of this Declaration, the Corporation authorizes entry to Units and the common elements by the Supplier or its subcontractors from time to time, as deemed necessary by the Supplier for the purposes of conducting inspection, maintenance, repair and reading of the sub-meters. Work that is required within a Unit or common elements (including exclusive use common elements) in order to facilitate the usage and operation of any sub-metering system is also permitted and authorized upon not less than twenty-four (24) hours notice to the owner of the Unit if access to the Unit is required except in the case of emergency, whereupon no notice is required.
- (vi) The Corporation shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of electricity to any unit where payments owing for same are more than thirty (30) days in arrears and/or to register a common expense lien against the unit.
- (c) Gas: Gas shall be supplied to the condominium in bulk and each unit's use of same shall be measured by an individual check-meter. Each owner shall pay his or her share of their gas consumption as the common expenses and such sums shall be collected in the same manner as the electrical charges (which are billed by separate meter) in paragraphs 2.2 (b) (iii) through (vi) above.
- (d) Water: Water usage shall be supplied to the condominium in bulk and each unit's use of same shall be measured by an individual check-meter. Each owner shall pay his or her share of their water consumption as the common expenses and such sums shall be collected in the same manner as the electrical charges (which are billed by separate meter) in paragraphs 2.2 (b) (iii) through (vi) above.

2.3 Garbage Collection and Disposal

The condominium shall be serviced by public City of Toronto garbage pick-up, a small portion of the cost of which is included in the Budget and paid as part of the condominium fees. The condominium has a garbage room on Level 1 of the condominium which can be accessed and used by the residents of the condominium for its garbage. Owners will be required to sort their disposal of garbage between recycling and regular garbage and blue and green bins will be provided for same. The condominium shall have its own garbage bins and shall be responsible for the cost of garbage collection and removal for the City to pick up same but owners shall be responsible for recycling of paper, glass, plastic and metal refuse in the garbage room as may be required by the City of Toronto. The City of Toronto currently has a Solid Waste Management Services which handles the transfer and disposal of your garbage as well as the processing and sale of recyclable materials collected through the blue box program and the Condominium anticipates that the City will charge an addition fee or cost for same. Therefore, owners are advised that in addition to their contribution to the condominium's cost of garbage sorting and handling as set out in the budget, owners may become responsible to the City of Toronto for further fees for the City's collection of garbage under the aforesaid program and in the event the that City of Toronto bills the condominium corporation for these fees, then the owners shall be responsible to the condominium corporation for their respective proportion for these fees.

2.4 Heating Units for each Unit

Each residential unit shall be equipped with a leased gas or hydro-electric powered heating unit or units or system(s) which is owned by a third party supplier and is not owned by the owner of a unit. Each owner has agreed to lease from the provider of same, on occupancy or closing date, the said heating unit or units or system(s). The owner of the unit agrees that the condominium corporation shall contract for the purchase of hydro electric power and for heating through a co-generation power systems from one or more independent energy retailing companies. Heat and/or electricity consumption in each owner's unit shall be measured and invoiced by a sub-metering system installed and operated by the third party suppliers affiliated with co-generation for heat (the "Heat Supplier") and with the hydro retailer or an embedded distributor of hydro (the "Hydro Supplier") and billed directly to the owner of each unit. The lease of the heating unit or system shall have a servicing contract associated with the unit or system for ease of maintaining the unit by each owner. Late charges or non-payment charges, if any, shall be added to common expenses for the unit. The owner or owner's lawyer has agreed to register at the owner's expense, if the supplier of such heating unit requires, a Notice of Security Interest as security for the heating unit to the title of the owner's unit.

2.5 Reserve Fund

- (a) The Corporation shall establish and maintain one or more Reserve Funds and shall collect from the Owners as part of their contribution towards the common expenses, all amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation all in accordance with provisions of the Act; and
- (b) No part of any Reserve Fund shall be used except for the purpose for which the fund was established. The Reserve Fund(s) shall constitute an asset of the Corporation and shall not be distributed to any Owner(s) except on termination of the Corporation in accordance with the provisions of the Act.

2.5 Status Certificate

The Corporation shall provide a status certificate to any requesting party who has paid (in advance) the applicable fees charged by the Corporation for providing same, in accordance with the provisions of the Act, together with all accompanying documentation and information prescribed by the Act. The Corporation shall forthwith provide the Declarant (and/or any purchaser, transferee or mortgagee of a Unit from the Declarant) with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant (or by any such purchaser, transferee or mortgagee) in connection with the Declarant's sale, transfer or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

ARTICLE III

COMMON ELEMENTS

3.1 Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-laws and any Rules, each Owner has the full use, occupancy and enjoyment of the whole or any parts of the Common Elements, except as herein otherwise provided.

However, save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on, within any unit or upon any portion of the Common Elements that:

- a) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-laws and Rules of the Corporation;
- b) is likely to damage the property of the Condominium, injure any person, or impair the structural integrity of any Unit or Common Element area;
- c) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Units; or
- d) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy.

No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to this Declaration, any By-law and/or the Rules.

3.2 Exclusive Use Common Elements

Subject to the provisions of and compliance with the Act, this Declaration, the By-laws and Rules, the Owners of Unit(s) listed in Schedule "F" attached hereto shall have the exclusive use of those parts of the Common Elements more particularly described in Schedule "F" which are respectively allocated to the Unit(s).

3.3 Restricted Access

- (a) Without the consent in writing of the Board, no Owner shall have the right of access to the Service Units and to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated by the Board, from time to time;
- (b) No one shall be entitled to place or affix any matter or thing directly on top of any rooftop structure which encloses or houses the mechanical and chiller room, the elevator shafts, the stairwells, the cooling tower, the boiler room and/or the fresh air ducts.
- (c) This paragraph 3.3 shall not apply to any mortgages holding mortgages on at least thirty percent (30%) of the Units who shall have a right of access for inspection upon forty-eight (48) hours notice to the Corporation or its property manager.
- (d) Any owner of a Parking Unit and/or Bicycle/Storage Unit who does not also own a Residential Unit in the Project shall only have access to that portion of the Common Elements to access said Units.

3.4 Modifications of Common Elements, Assets and Services(a) General Prohibition

No owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with section 98 of the Act.

(b) Non-Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may make a non-substantial addition, alteration, or improvement to the Common Elements, a non-substantial change in the assets of the Corporation or a non-substantial change in a service that the Corporation provides to the Owners in accordance with subsections 97(2) and (3) of the Act.

(c) Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may, by a vote of owners who own at least sixty-six and two thirds (66 2/3%) percent of the Units, make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owner in accordance with sections 97(4), (5) and (6) of the Act.

3.5 Declarant Rights

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

- (i) 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;
- (ii) 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, 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 change 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

- (iii) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant and its authorized agents, representative and/or invitees over the common element areas of this Condominium;

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

3.6

Pets

No animal, livestock or fowl, other than those household domestic pets as permitted pursuant to Article IV of this Declaration are permitted to be on or about the Common Elements, including the exclusive use units, balconies or terraces, or the common elements, except for ingress to and egress from a Unit. All dogs and cats must be kept under personal supervision and control and held by leash or in a carrier at all times during ingress and egress from a Unit and while on the Common Elements. Notwithstanding the generality of the foregoing, no pet or pets deemed by the Board, in their sole and absolute discretion, to be an attack animal or otherwise danger or nuisance to the residents of the Corporation, is permitted to be on or about the Common Elements. The decision of the Board is final and binding on the owner.

ARTICLE IV.
UNITS

4.1

General Use

The occupation and use of the Units shall be in accordance with the following restrictions and stipulations:

- (a) No Unit shall be occupied or used by an Owner or anyone else, in such a manner as is likely to damage or injure any person or property including any other Units or any portion of the Common Elements or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements, or in a manner that will unreasonably interfere with the use or enjoyment by other owners of the Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the by-laws, and/or any agreement authorized by by-law. If the use made by an Owner of a Unit, other than the Declarant, except as is contemplated in this Declaration or in the by-laws, or in any agreement authorized by by-law causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements, or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being canceled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such owner's breach of the foregoing provisions of this subparagraph and such Owner shall pay with his or her next monthly contribution towards the Common Expenses after receipt of a notice from the Corporation, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards Common Expenses and recoverable as such;
- (b) The Owner shall comply, and shall require all members of his or her family, occupants, tenants, invitees, agents, contractors and licensees to comply with the Act, the Declaration, the by-laws, and all agreements authorized by by-law and the rules;
- (c) No change shall be made in the colour of any exterior glass, window, door or screen of any Unit except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the building, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his or her Unit, except with the prior written consent of the Board, and further, when approved, subject to the rules. All shades or other window coverings shall be white when visible from the exterior in order to present a uniform appearance to the exterior of the building. No clothesline or similar device shall be allowed on any portion of the Property nor shall clothes or other laundry be hung anywhere on the Property; and
- (d) No exterior aerial, antenna or satellite dish shall be placed on the Property, including Units and Common Elements, unless the Board consents in writing to the said antenna, aerial or satellite dish which consent may be arbitrarily withheld.

4.2

Residential Units

- (a) The condominium shall contain 165 residential premises on Levels 1 through 16 of the condominium of which Units 1 to 9 are on Levels 1 and 2 (2 of which are guest units owned by the condominium subject to the payment and conditions set out in paragraph 4.7 hereof), Units 1 to 16 inclusive on Levels 3 through 6, Units 1 to 13 on Levels 7 through 9, Units 1 to 9 on Levels 10 through 14 inclusive, and Units 1 through 8 on Level 15 and 16. Each Residential Unit shall be occupied and used in accordance with the applicable zoning by-laws pertaining to the Property and for no other purpose whatsoever. The number of individuals who may occupy a Residential Unit shall be the same as the number permitted by the local municipal by-laws from time to time. The foregoing shall not prevent the Declarant from completing the building and all improvements to the Property, maintaining Units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs for marketing/sales/leasing purposes upon the Common Elements, and within or outside any unsold Unit, until all Units in the Project have been conveyed by the Declarant, or its related companies. Owners of Units 1 through 7 on Levels 1 and 2 shall have exclusive use of their parking and locker located within the unit.
- (b) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any Unit, except for signs marketing the Property or the Corporation or Units contained therein by the Declarant and/or its related companies;
- (c) No animal, livestock or fowl of any kind other than household domestic pets, being cats, dogs, canaries, budgies, or other small caged birds, or an aquarium of goldfish or tropical fish, shall be kept or allowed in any Unit. No pet, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Unit. Such Owner shall, within seven (7) days of delivery of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the Property. No breeding of pets for sale or otherwise shall be carried on, in or around any Unit. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion to be an attack animal or otherwise to be a danger to the residents of the Corporation, shall be permitted in the Condominium building or in any Unit. The decision of the Board is final and binding on the owner of the condominium and in the sole discretion of the Board, the condominium shall have the animal removed from the condominium with whatever legal means are available, the cost of which shall be added to the owner's common expenses and collected by the condominium as provided in this Declaration or by the By-laws or pursuant to the Act.

- (d) In the event the Board determines, in its sole discretion, acting reasonably, that any noise, odour or offensive action is being transmitted to another Unit and that such noise, odour or offensive action is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Unit is adjacent to or wherever situated in relation to the offending Unit), then the Owner of such Unit shall at his or her own expense take such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the Board. In the event the Owner of such Unit fails to abate the noise, odour or offensive action, the Board shall take such steps as shall be necessary to abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or offensive action, which expenses are to include reasonable solicitor's fees on a solicitor and his or her own client basis;
- (e) Owners of Residential units acknowledge that notwithstanding the inclusion of noise and vibration reduction measures in the design of the Condominium, noise vibrations and sound exposure levels from streetcars on Charlotte Street and from traffic on both King and Adelaide Streets and the surrounding area may affect the living environment within the residential units of the Condominium. Owners hereby acknowledge that multiple streetcars may be stopped along the Charlotte Street frontage of the site during the a.m. and p.m. peak periods, and that as a result of these activities, access to and from the site may be affected.
- (f) No Owner of a Unit shall make any change, addition, modification or alteration, except for any change, addition, modification or alteration which is solely decorative in nature, in or to his or her Unit without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board;
- (g) (i) For the purpose of this subparagraph, "Vertical/Horizontal Party Wall" means a vertical or horizontal wall constructed along the boundary between two (2) Residential Units shown in the Description as a vertical plane. Where and to the extent that concrete, concrete block or masonry portions of walls/floors/ceilings or columns located within the Residential Unit are not load-bearing walls or columns, and contain no service conduits that service any other Unit or the Common Elements, an Owner may, with prior written consent of the Board which may attach any reasonable condition to its consent, including obtaining the approval of the insurer of the Property and the Owner's written agreement to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims, and/or liabilities which the Corporation may suffer or incur as a result of or in connection with such work:
- (a) erect, remove or alter any internal walls or partitions within his or her Residential Unit; or
 - (b) where he/she is the Owner of two (2) or more adjoining Residential Units, erect, remove or alter along all or part of those portions of the vertical or horizontal boundaries of each of such adjoining Residential Units shown in the Description as a line or plane, any Vertical/Horizontal Party Wall between his or her Residential Unit and such adjoining Residential Unit, or any soundproofing or insulating material on his or her Residential Unit side of such Vertical/Horizontal Party Wall.
- (ii) Prior to performing any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall lodge with the Board the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements will not be impaired and such work will not interfere with or impair any structure where there is functioning or operating machinery and equipment which is part of the Common Elements.
- (iii) All work performed under subparagraph (i) above will be carried out in accordance with:
- (a) the provisions of all relevant municipal and other governmental bylaws, rules, regulations or ordinances;
 - (b) the provisions of the By-Laws of the Corporation and the conditions, if any, of approval by the Board; and
 - (c) the drawings, specifications and data lodged with the Board.
- (iv) Forthwith following the completion of any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall deliver a further certificate from the said architect and/or engineer, or such other architect and/or engineer as may be acceptable to the Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any structure or the functioning or operation of any machinery and equipment which is part of the Common Elements; or failing such certifications, specifying in reasonable detail the reasons why such certification cannot be made.
- (v) Notwithstanding the removal of the whole or any portion of any demising or partition wall or floor/ceiling as aforesaid, the adjoining Residential Units thereto shall still constitute two separate Residential Units, as illustrated in the Description and the By-Laws of the Owner(s) of the said two adjoining Residential Units, whether arising under the Act, the Declaration, the By-Laws or the rules of the Condominium, shall remain unchanged.
- (h) The condominium shall own 2 guest units for use and rental by owners.

4.3

Parking Units

- (a) The condominium shall contain 87 parking units, seven (7) of which are located on Level 1 of the Condominium and are exclusive use to and adjacent to the loft towns on Levels 1 and 2. The remaining 80 parking units are located below grade on Levels A, B and C of the condominium. The 7 parking units on Level 1 adjacent to their respective town lofts may be an exclusive use for the particular loft towns to which it is adjacent or may be a separate unit than the 80 units on Levels A, B, and C. Access to the 80 below grade parking units on Levels A, B and C are accessed by two automobile elevators specifically designed and used for ingress and egress of automobiles to allow owners to take owner's automobiles for ingress from Level 1 (the ground level) to Levels A, B, and C, and for egress to allow owners to take the owner's automobiles from Levels A, B and C to Level 1.
- (b) Each Parking Unit shall be used and occupied only for the parking of the owner's motor vehicle as may be from time to time defined in the Rules of the Corporation. It shall be the responsibility of the unit owners to ensure that their vehicles can be properly operated and/or parked their parking unit.
- (c) The maintenance and repair of the parking units is shared equally by the owners of parking units.
- (d) The Owners of Parking Units shall not park more than one motor vehicle within the boundaries of the Parking Unit. Each Owner shall maintain his or her parking unit in a clean condition, notwithstanding that the Corporation may make provision in its annual budget for clearing of Parking Units.
- (e) Non-disabled owners and/or occupants of non-visitor handicapped parking units shall be obliged, 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.

4.4 Visitor Parking

The condominium has no Visitor Parking and there is no obligation for the Declarant to provide visitor parking.

4.5 Bicycle/Storage Units

- (a) Each Bicycle/Storage Unit shall only be used for the storage of bicycles and other non-hazardous materials that shall not constitute a danger or nuisance to the residents. Each Unit Owner shall maintain his or her Bicycle/Storage Unit in a clean and neat condition.
- (b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Storage Units which right shall continue until such time as all the Residential Units and Bicycle/Storage Units have been conveyed.
- (c) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of any of the Bicycle/Storage Units, the Board of Directors may, from time to time, designate the said Bicycle/Storage Units for alternate uses, provided that such alteration of use is in accordance with the requirements and the By-laws of the local municipality and approved by the requisite number of Owners at a meeting duly called for that purpose.

4.6 Amenity Recreational Space

The Declarant shall provide one unsupervised amenity or recreational unit located on Levels 1 and 2 of the condominium in accordance with the condominium plans registered. This amenity unit is for the benefit of the owners and residents of the corporation and is to be booked in advance.

4.7 Guest Suites

- (a) The condominium shall or has purchased two (2) residential guest units from the Declarant to be used by guests of owners staying in the condominium. The two (2) guest units are registered as Unit 8, Level 1 and Unit 9, Level 1 of the condominium.

- (b) The purchase prices for the aforesaid units are as follows:
 - (i) Unit 8, Level 1 \$209,600.00
 - (ii) Unit 9, Level 1 \$397,200.00

- (c) As payment for the aforesaid purchase price, the Condominium agrees to give and the Declarant agrees to take back a mortgage on each unit for the full purchase price which mortgage shall bear interest at the rate of 5% per annum, calculated and payable interest only monthly, for a term of three (3) years from the date of possession of each unit. The particulars of the mortgage are as follows:

Unit	Mortgage Amount	Interest Rate	Monthly payment (interest only)
Unit 8, Level 1	\$209,600.00	5% per annum	\$873.33
Unit 9, Level 1	\$397,200.00	5% per annum	\$1,655.00

Each mortgage shall be fully open allowing the condominium to pay any amount towards the principal sum at any time without giving notice or paying any bonus. In addition, the condominium corporation shall provide post-dated cheques for each unit for the monthly payments on an annual basis to the Declarant. The mortgage shall become due and payable in the event of a sale of the unit by the condominium or three years from the date of possession of the units, whichever is earlier.

4.8 Service Units

The Service Units shall be used only for the purpose of housing the respective servicing installations, utility systems, storm or sanitary systems, telephone systems, television systems, computer monitoring equipment and systems, municipal and/or private hydro meters, transformers, generators, municipal and/or private water meters and gas meters, sump pumps, fire protection and sprinklers systems and enunciator panel and various other mechanical, electrical, electronic and/or computer systems and equipment contained therein, including without limitation, heating and air conditioning equipment and cooling towers, together with any ancillary equipment or supplies appurtenant thereto servicing and benefiting the Condominium for the purpose of operating, maintaining and repairing such installations systems and equipment. The purposes of the various Service Units are as follows:

- (a) The Mechanical unit is on the roof and the Electrical Room Unit is on Level 1 and the Transformer Vault is below ground, and shall contain incoming electrical services and high voltage switch gear which will be used to provide and monitor electricity for the Project, together with mechanical systems.
- (b) The Passenger Elevator Units contains 2 elevator banks that will provide people access from Level 1, to and from Level 3 through Level 15 and from Levels 1 and 3 through 15 to and from below grade parking levels on Levels A, B, and C.
- (c) The Automobile Elevator Units contains 2 elevator banks that will provide automobile access to and from Level 1 to Levels A, B, C.

4.9 Barbecues

Barbecues are only permitted on balconies and terraces provided that the barbecue connections and line are ordered and installed by the Declarant or the developer after the residential condominium unit is purchased. The said barbecues are connected only by the developer and use only natural gas (not propane). Only those barbecues with installations installed by the developer may be used on the balconies or terrace that have been equipped with a natural gas line with a "quick disconnect" for barbecue use.

4.10 Leasing of Units

No lease or tenancy (whether oral or written) may be for less than 3 months in duration and no owner may have more than 4 tenancies or leases in any 12 month period.

Notification of Lease:

- (a) Where an Owner leases his or her Unit, the Owner shall within five (5) days of entering into a lease or any tenancy agreement:
 - i) notify the Corporation that the Unit is rented or leased;
 - ii) provide the Corporation with the lessee's name, the Owner's address, a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01, a completed Schedule "1", and a completed Schedule "2";

- iii) provide the lessee with a copy of the Declaration, By-laws and rules of the Corporation;
- (b) If a lease of the Unit is terminated and not renewed, the Owner shall notify the Corporation in writing.
- (c) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the Owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the common expenses and shall pay the same to the Corporation.
- (d) An Owner leasing his or her Unit shall not be relieved thereby from any of his or her obligations with respect to the Unit, which shall be joint and several with his or her tenant.

4.12 Window Coverings and Blinds

It shall be a provision of this Declaration that each residential unit in the condominium shall install only white roller shades on the windows of their respective units to maintain uniformity from the outside of the condominium building.

ARTICLE V

MAINTENANCE AND REPAIRS

5.1 Repairs and Maintenance by Owner

- (a) Each Owner shall maintain his or her Unit, and subject to the provisions of this Declaration, each Owner shall repair his or her Unit after damage, all at his or her own expense. Without limiting the generality of the foregoing, each Owner shall maintain:
 - (i) the interior surface of doors which provide the means of ingress and egress from his or her Unit and repair damage to those doors caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to his or her Unit;
 - (ii) the interior surface of all windows in Residential Units and interior and exterior surfaces of all windows and window sills contiguous to his or her Unit and which are accessible by the terrace or balcony together with the terrace or balcony which has been designated as an exclusive use area in respect of such Unit; and shall be responsible for the costs incurred by the Corporation to repair damage to those windows caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to the Unit;
 - (iii) all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, that supply any service to his or her Unit only;
 - (iv) all exhaust fans and fan motors located in the kitchen and bathroom areas of the Unit or adjacent common elements and services the Unit;
 - (v) his or her Parking Unit in a clean and neat condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of said Units;
 - (vi) his or her bicycle/storage unit in a clean and nice condition;
 - (vii) the exclusive use terrace or balcony to which his or her Unit has exclusive use in a clean and neat condition;
 - (viii) and repair gas fireplaces, if any, within the Unit, provided that only persons certified to repair gas appliances shall be allowed to perform such services.

- (b) Each Owner shall repair and replace the heating, air conditioning and ventilation equipment, including thermostatic controls contained within and servicing his or her Unit only (to and including the shut-off valve whether same is installed or located within or beyond the boundaries of the Unit). Each Owner shall be liable for any damage to the unit and/or common elements due to the malfunction of such equipment caused by the act or omission of an Owner, his or her servants, agents, tenants, family or guests. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board.

- (c) The Corporation shall make any repairs that an Owner is obliged to make pursuant to paragraph 5.1 and does not make within a reasonable time, and in such an event, an Owner shall be deemed to have consented to having said repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of eighteen (18%) per cent per annum. The Corporation may collect all such sums of money in such installments as the Board may decide upon. The installments shall form part of the monthly contributions towards the common expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

5.2 Responsibility of Owner for Damage

Each Owner shall be responsible for all damage to any and all other Units and to the Common Elements which is caused by the failure of the Owner, his or her residents, family members, guests, visitors, tenants, licensees or invitees to his or her Unit, to so maintain and repair his or her Unit and such parts of the Common Elements for which he/she is responsible, or caused by the negligence or willful misconduct of the Owner, his or her residents, tenants, licensees, or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

5.3 Repair and Maintenance by Corporation

- (a) Save as otherwise specifically provided in this Declaration to the contrary, the Corporation shall maintain and repair after damage, the Common Elements and any common element areas set aside for the exclusive use of any owner. In order to maintain a uniformity of appearance throughout the Condominium, the Corporation's duty to maintain and repair shall extend to all exterior surfaces of doors which provide access to the units, exterior door frames, exterior window frames and all exterior window surfaces, and any exterior perimeter fences erected by the Declarant along the boundaries of the Property.
- (b) The Corporation shall maintain and repair those portions of the Parking Units, and Bicycle/storage Units and the Common Elements at its expense and shall be responsible for the maintenance and repair of exclusive use Common Elements and Parking Units, however the Corporation shall apportion the cost of such maintenance and repair to each unit owner as to its/his/her proportionate liability, and shall not be responsible for the maintenance and repair those parts of the aforesaid Units and Common Elements which are required to be maintained and repaired by the Owners pursuant to paragraph 5.1 which each owner agrees to pay for his/her proportionate share.
- (c) Notwithstanding anything provided in paragraph 5.3(a) hereof to the contrary, it is understood and agreed that each owner shall be

responsible for the maintenance of all interior door and window surfaces with respect to his or her Residential Unit and each owner of an exclusive use parking unit shall be obliged to maintain such parking unit. If an owner of an exclusive use parking unit does not maintain the parking unit so that the Corporation is obliged to complete the repairs and replacements therein, the corporation may do so at the cost to the said owner as to his/her proportionate share.

- (d) Every owner shall forthwith reimburse the Corporation for repairs to windows and doors serving his or her unit, following damage to same caused by such owner's negligence, or the negligence of his or her residents, tenants, invitees or licensees.
- (e) The Corporation shall further maintain the heating, air conditioning and ventilation equipment, including thermostatic controls contained within and servicing a Residential Unit such maintenance to include regularly scheduled inspections of all such equipment. Such periodic maintenance shall also include the cleaning and replacement of air filters.

ARTICLE VI.
INDEMNIFICATION

- 6.1 Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his family, guests, visitors or tenants to or with respect to the Common Elements and/or all other Units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward common expenses payable by such Owner and shall be recoverable as such.

ARTICLE VII.
INSURANCE

- 7.1 By the Corporation

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance, in one or more policies;

- (a) "All Risk" Insurance: Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:

- (i) the Property and building, but excluding improvements made or acquired by an Owner; and
- (ii) all assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Owners;

in an amount equal to the full replacement cost of such real and personal property, and of the units and common elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause as determined by the board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the units and/or the common elements (or any portion thereof), provided however that if an owner, tenant or other person residing in the unit with the knowledge or permission of the owner, through an act or omission causes damage to such owner's unit, or to any other unit(s), or to any portion of the common elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit.

- (b) Policy Provisions

Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act, this Declaration and the Insurance Trust Agreement) and shall contain the following provisions:

- (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;
- (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation and to the Insurance Trustee;
- (iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;
- (iv) waivers of any defence based on co-insurance (other than a stated amount coinsurance clause); and
- (v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.

- (c) Public Liability Insurance: Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit,

- (d) Boiler, Machinery and Pressure Vessel Insurance
Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable.

- 7.2 General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may in writing, authorize any Owner, in writing, to adjust any loss to his or her Unit;

- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 7.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right.

- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the Record of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act;
- (e) Where insurance proceeds are received by the Corporation or any other person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Article VIII; and
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.

7.3 By the Owner

- a) It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, must be obtained and maintained by each Owner at such Owner's own expense:
 - (i) Insurance on any improvements to a Unit to the extent same are not covered as part of the standard unit for the class of unit to which the Owner's Unit belongs by the insurance obtained and maintained by the Corporation and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within the Unit and the personal property and chattels stored elsewhere on the Property, including automobiles, and for loss of use and occupancy of the Unit in the event of damage. Every such policy of insurance shall contain waiver(s) of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants, and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;
 - (ii) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation;
 - (iii) Insurance covering the deductible on the Corporation's master insurance policy for which an owner may be responsible.
- b) Owners are recommended to obtain, although it is not mandatory, insurance covering:
 - (i) additional living expenses incurred by an Owner if forced to leave his or her residential Unit by one of the hazards protected against under the Corporation's policy;
 - (ii) special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.

7.4 Indemnity Insurance for Directors and Officers of the Corporation

The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in the Act, including any liability, cost, charge or expense incurred by them in the execution of their respective duties (hereinafter collectively referred to as the "Liabilities"), provided however that such insurance shall not indemnify any of the directors or officers against any of the Liabilities respectively incurred by them as a result of a breach of their duty to act honestly and in good faith, or in contravention of the provisions of the Act.

ARTICLE VIII

INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

8.1 The Corporation may enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under the *Loan and Trust Corporations Act*, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:

- (a) the receipt by the Insurance Trustee of any proceeds of insurance in excess of fifteen (15%) percent of the replacement cost of the property covered by the insurance policy;
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration, and any amendments thereto;
- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
- (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

If the Corporation is unable to enter into such agreement with such Trust Company or such Chartered Bank, by reason of its refusal to act, the Corporation may enter into such agreement with such other Corporation authorized to act as a Trustee, as the Owners may approve by by-law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.

8.2 In the event that:

- (a) the Corporation is obligated to repair or replace the Common Elements, any Unit, or any asset insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs;
- (b) there is no obligation by the Corporation to repair or replace, and if there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the Owners in the proportion of their respective interests in the Common Elements and shall pay such proceeds to the Owners in such proportions upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Certificate of Lien registered by the Corporation against such Unit, in accordance with the priorities thereof;
- (c) the Board, in accordance with the provisions of the Act, determines that:
 - (i) there has not been substantial damage to twenty-five (25%) per cent of the building; or

- (ii) there has been substantial damage to twenty-five (25%) per cent of the building and within sixty (60) days thereafter the Owners who own eighty (80%) per cent of the Units do not vote for termination,

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

ARTICLE IX.

DUTIES OF THE CORPORATION

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

- (a) To take all actions reasonably necessary as may be required to fulfill any of the Corporation's duties and obligations pursuant to this Declaration.
- (b) To not interfere with the supply of heat, hydro, water, gas and all other requisite utility services to be provided to the condominium or units so that same are fully functional and operable during normal or customary hours of use.
- (c) To operate, maintain and keep in good repair (or cause to be operated, maintained and/or repaired) as would a prudent owner of similar premises at all times, those parts of the Common Elements of this Condominium which service or benefit or constitute the Shared Facilities;
- (d) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any unit owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant to construct and complete the Project.
- (e) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Unit Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the Common Elements of the Condominium for its marketing/sale/construction programs in connection with any of the Condominium, as more particularly set out in the foregoing provisions of this Declaration.
- (f) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by a Unit Owner, or their respective tenants or invitees which would prohibit, limit or restrict the access to, egress from and/or use any easement or Shared Units or Service Units enjoyed by the Condominium.
- (g) To execute forthwith upon the request of the Declarant following the transfer of title to the Shared Units and the Service Units such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the formal cessation of all the Declarant's liabilities and obligations as same relate to the Condominium and for which the Declarant was responsible for prior to the registration of the Condominium.
- (h) To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreements (as well as enter into a formal assumption agreement with the City of Toronto or other Governmental Authorities relating thereto, if so required by the City of Toronto or other Governmental Authorities).
- (i) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of *The Professional Engineers Act R.S.O. 1990*, as amended, or alternatively a certificate of practice within the meaning of *The Architects Act R.S.O. 1990*, as amended) to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (hereinafter referred to as the "Performance Audit") at any time between the 6th month and the 10th month following the registration of this Declaration, then the Corporation shall have a duty to:
 - i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "Performance Auditor") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and
 - ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);

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

- (j) To take all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the owner has defaulted in the payment of common expenses.

- (k) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or telephone or television operators, over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or telephone or television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and telephone and television service to each of the units in the Condominium, and if available, a co-generation energy system, and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or telephone and television suppliers pertaining to the provision of their services to the Condominium and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing.

- (l) To purchase two (2) residential units within the condominium for rental to owners for guest suites, and to give back to the Declarant, a 3 year mortgage for the full purchase price of the unit and which mortgage shall bear interest at the rate of 5% per annum calculated semi-annually with payments amortized over a 25 year amortization period.

- (m) To enter into a reciprocal or other agreement if the Declarant adds a commercial component into the condominium.

ARTICLE X.

GENERAL MATTERS AND ADMINISTRATION

10.1 Rights of Entry to the Unit

- (a) The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the

Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation.

- (b) The Corporation, its agents or any other person authorized by the Board, shall be entitled at such reasonable times to enter any Unit or any part of the common elements over which the owners of such units have the exclusive use at such reasonable time(s) to facilitate window washing. Owners shall not obstruct nor impede access to window washing anchors located within exclusive use Common Elements.
- (c) In case of an emergency, an agent of the Corporation may enter a Unit at any time and this provision constitutes notice to enter the Unit in accordance with the Act for the purpose of repairing the Unit, Common Elements, including any part of the Common Elements over which any Owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists,
- (d) If an Owner shall not be personally present to grant entry to his Unit, the corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care;
- (e) The Corporation shall retain a master key to all locks controlling entry into each Residential Unit. No owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her Residential Unit (nor on any doors within said Residential Unit), nor with respect to any door(s) leading to any part of the exclusive use common element areas appurtenant to such owner's Residential 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.
- (f) 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 Bylaws.

10.2 City of Toronto Council Technical Site Policy

- (i) "In accordance with City Council policy, the public lane used to access and egress the parking garage will be given low priority for winter maintenance by the City, and that public lanes are salted only, not ploughed";
- (ii) "Multiple streetcars may be stopped along the Charlotte Street frontage of the site during the AM and PM peak periods, and that as a result of these activities, access to and from the site may be affected", and
- (iii) "Household refuse from Units 101 to 107 will be picked-up at curbside on Oakley Street and that during non-collection days, all refuse must be stored on private property in each unit, in rodent-proof containers. The public right-of-way is not to be used for storage of household refuse and recycling materials,

10.3 Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

10.4 Waiver

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

10.5 Interpretation of Declaration

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

10.6 Headings

The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience and reference.

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

DATED at Toronto, this 19th day of March, 2009.

GLACE INC.

Per: _____

Title: Brad Lamb, President

I have authority to bind the Corporation

SCHEDULE "A"**to the Declaration of Glace Inc. (gläs)****Legal Description of Condominium Lands****FIRSTLY**

All of P.I.N. 21412-0267 (LT) being composed of all of Lot 21 & Part of Lots 16, 17, 18, 19 and 20, Registered Plan D-160, designated as PART 1 on Reference Plan 66R-23137, City of Toronto.

The westerly limit of Charlotte Street and the southerly limit of Oxley Street are confirmed under the Boundaries Act by Plan BA-1406, registered as Instrument No. CT332032.

SUBJECT TO an easement over PART 1 on Reference Plan 66R-23137, in favour of Rogers Cable Communications Inc., as set out in AT1369158.

TOGETHER WITH an easement over part of Lots 16, 17, 18, 19 & 20 on Registered Plan D-160, designated as PART 2 on Reference Plan 66R-23137, until such part is dedicated for public lane purposes, as set out in AT1612407.

SECONDLY

All of P.I.N. 21412-0270 (LT) being composed of part of Lot 16, Registered Plan D-160, designated as PART 1 on Reference Plan 66R-23558, City of Toronto;

The southerly limit of Oxley Street is confirmed under the Boundaries Act by Plan BA-1406, registered as Instrument No. CT332032.

SUBJECT TO an easement over PART 1 on Reference Plan 66R-23558, in favour of Rogers Cable Communications Inc., as set out in AT1369158;

TOGETHER WITH an easement over part of Lot 16 on Registered Plan D-160, designated as PART 2 on Reference Plan 66R-23558, until such part is dedicated for public lane purposes, as set out in AT1612407.

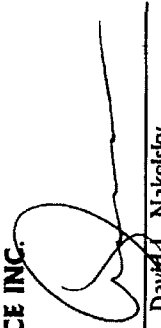
In our opinion, based on the parcel register and the plans and documents recorded in them, the legal description is correct, the described easements will exist in law upon registration of the declaration and the description and the Declarant is the registered owner of the property and appurtenant interests.

Green & Spiegel, Barristers and Solicitors
and duly authorized agents for

GLACE INC.

March 18, 2009
Dated

Per:


David L. Nakefsky

SCHEDULE "B"

CONSENT

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

1. MCAF FINANCIAL CORPORATION has a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998 registered as Number AT1186598, in the Land Titles Division of the Toronto Land Titles Office (No. 66).
2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We purport the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. We are entitled by law to grant this consent and postponement.

DATED this 19 day of March, 2009.

MCAF FINANCIAL CORPORATION

Per *R. Silva-Mendes*
Name
TitleROSALINDO MENDES
FUNDING MANAGER
REF3Per *Phil Frank*
Name
TitlePHILIP FRANK
ASST. VICE PRESIDENT
FUNDING & CREDIT ADMIN

I/We have the authority to bind the Corporation.

SCHEDULE "B"

CONSENT

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

1. LOMBARD GENERAL INSURANCE COMPANY OF CANADA has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act*, 1998 registered as Number ATI389167 in the Land Titles Division of the Toronto Land Titles Office (No. 66).
2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. We are entitled by law to grant this consent and postponement.

DATED this 21st day of February 2009.

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"
to the Declaration of Glace Inc. (gläs)

Boundaries of Units

Each Residential or Guest Suite Unit, Parking Unit and Locker Unit, shall comprise the area on the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below and are illustrated on Part 1, Sheet 1 of the Description and all dimensions shall have reference to them.

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

1. BOUNDARIES OF THE RESIDENTIAL OR GUEST SUITE UNITS

(being Units 1 to 9 on Level 1, (2 of which are guest units owned by the condominium), Units 1 to 16 inclusive on Levels 3 through 6 inclusive, Units 1 to 13 inclusive on Levels 7 through 9 inclusive, Units 1 to 9 inclusive on Levels 10 through 14 inclusive, and Units 1 through 8 inclusive on Level 15, as defined in paragraph 4.2(a) of this declaration.)

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

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

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

- i) the backside surface and plane of the drywall sheathing and production on walls separating one Unit from another Unit or 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; and / or
- 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.

2. BOUNDARIES OF THE PARKING UNITS

(being Units 1 to 27 inclusive on Level A, Units 1 to 26 inclusive on Level B and Units 1 to 27 inclusive on Level C).

a) Each Parking Unit is bounded vertically by:

- i) the upper surface and plane of the concrete floor slab and production; and
- ii) the plane measured 2.50 meters perpendicularly above and parallel to the concrete floor slab.

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

- i) the unit side surface and plane of the concrete or concrete block walls or columns and production;
- ii) the vertical plane established by the centre line of columns and the production thereof; and / or
- iii) the vertical plane established by measurement from the nearest physical surface.

3. BOUNDARIES OF THE BICYCLE/LOCKER UNITS

(being Units 28 to 46 inclusive on Level A, Units 27 to 76 inclusive on Level B and Units 28 to 104 inclusive on Level C).

SCHEDULE "C" (Cont'd)
to the Declaration of Glace Inc. (gläs)

- a) Each **Bicycle/Locker Unit** is bounded vertically by one or a combination of the following:
- i) the upper surface and plane of the concrete floor slab;
 - ii) the horizontal plane defined by measurement above the said floor slab; and / or
 - iii) the upper surface and plane of the steel wire mesh and frame forming the top of said locker.
- b) Each **Bicycle/Locker Unit** is bounded horizontally by one or a combination of the following:
- i) the unit side surface and plane of the steel wire mesh panels and production across opening for doors; and
 - ii) the unit side surface and plane of the concrete or concrete block walls or columns and production; and / or
 - iii) the backside surface and plane of the drywall sheathing and production.

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 in the Description.

Dated: February 25th, 2009

RABIDEAU & CZERWINSKI
Ontario Land Surveyors


Tom Czerwinski, O.L.S.

NOTE: 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.

SCHEDULE "D"

To the Declaration of Glace Inc.

PERCENTAGE CONTRIBUTION TO THE COMMON EXPENSES AND PERCENTAGE INTEREST IN THE COMMON ELEMENTS BY UNIT AND LEVEL NUMBER					
UNIT NO.	LEVEL NO.	UNIT TYPE	% INTEREST IN COMMON ELEMENTS	% CONTRIBUTION TO EXPENSE COMMON EXPENSES	
1	1	Residential	1.1160845	1.1288402	
2	1	Residential	1.0105769	1.0221272	
3	1	Residential	0.9312592	0.9419032	
4	1	Residential	0.9312592	0.9419032	
5	1	Residential	1.0105769	1.0221272	
6	1	Residential	1.0247943	1.0365070	
7	1	Residential	0.9379937	0.9487147	
8	1	Guest Suite	0.3917490		
9	1	Guest Suite	0.7426925		
1	3	Residential	0.6506540	0.6580920	
2	3	Residential	0.3064450	0.3099503	
3	3	Residential	0.3064450	0.3099503	
4	3	Residential	0.3064450	0.3099503	
5	3	Residential	0.3064450	0.3099503	
6	3	Residential	0.3064450	0.3099503	
7	3	Residential	0.3064450	0.3099503	
8	3	Residential	0.3064450	0.3099503	
9	3	Residential	0.3064450	0.3099503	
10	3	Residential	0.7217407	0.7299909	
11	3	Residential	0.8003101	0.8094580	
12	3	Residential	0.5833088	0.5899773	
13	3	Residential	0.3887558	0.3932016	
14	3	Residential	0.3887558	0.3932016	
15	3	Residential	0.3775316	0.3818491	
16	3	Residential	0.4635839	0.4688845	
1	4	Residential	0.6506540	0.6580920	
2	4	Residential	0.3064450	0.3099503	
3	4	Residential	0.3064450	0.3099503	
4	4	Residential	0.3064450	0.3099503	
5	4	Residential	0.3064450	0.3099503	
6	4	Residential	0.3064450	0.3099503	
7	4	Residential	0.3064450	0.3099503	
8	4	Residential	0.3064450	0.3099503	
9	4	Residential	0.3064450	0.3099503	
10	4	Residential	0.7217407	0.7299909	
11	4	Residential	0.8003101	0.8094580	
12	4	Residential	0.5833088	0.5899773	
13	4	Residential	0.3887558	0.3932016	
14	4	Residential	0.3887558	0.3932016	
15	4	Residential	0.3775316	0.3818491	
16	4	Residential	0.4635839	0.4688845	
1	5	Residential	0.6506540	0.6580920	
2	5	Residential	0.3064450	0.3099503	
3	5	Residential	0.3064450	0.3099503	
4	5	Residential	0.3064450	0.3099503	
5	5	Residential	0.3064450	0.3099503	
6	5	Residential	0.3064450	0.3099503	
7	5	Residential	0.3064450	0.3099503	

8	Residential	5	0.3064450	0.3099503
9	Residential	5	0.3064450	0.3099503
10	Residential	5	0.7217407	0.7299909
11	Residential	5	0.8003101	0.8094580
12	Residential	5	0.5833088	0.5899773
13	Residential	5	0.3887558	0.3932016
14	Residential	5	0.3887558	0.3932016
15	Residential	5	0.3775316	0.3818491
16	Residential	5	0.4635839	0.4688845
1	Residential	6	0.6506540	0.6580920
2	Residential	6	0.3064450	0.3099503
3	Residential	6	0.3064450	0.3099503
4	Residential	6	0.3064450	0.3099503
5	Residential	6	0.3064450	0.3099503
6	Residential	6	0.3064450	0.3099503
7	Residential	6	0.3064450	0.3099503
8	Residential	6	0.3064450	0.3099503
9	Residential	6	0.3064450	0.3099503
10	Residential	6	0.3064450	0.3099503
11	Residential	6	0.7217407	0.7299909
12	Residential	6	0.8003101	0.8094580
13	Residential	6	0.5833088	0.5899773
14	Residential	6	0.3887558	0.3932016
15	Residential	6	0.3887558	0.3932016
16	Residential	6	0.3775316	0.3818491
	Residential	6	0.4635839	0.4688845
1	Residential	7	0.6506540	0.6580920
2	Residential	7	0.5084807	0.5142943
3	Residential	7	0.4112043	0.4159065
4	Residential	7	0.4112043	0.4159065
5	Residential	7	0.5084807	0.5142943
6	Residential	7	0.6094986	0.6164664
7	Residential	7	0.7217407	0.7299909
8	Residential	7	0.8003101	0.8094580
9	Residential	7	0.5833088	0.5899773
10	Residential	7	0.3887558	0.3932016
11	Residential	7	0.3887558	0.3932016
12	Residential	7	0.3775316	0.3818491
13	Residential	7	0.4635839	0.4688845
1	Residential	8	0.6506540	0.6580920
2	Residential	8	0.5084807	0.5142943
3	Residential	8	0.4112043	0.4159065
4	Residential	8	0.4112043	0.4159065
5	Residential	8	0.5084807	0.5142943
6	Residential	8	0.6094986	0.6164664
7	Residential	8	0.7217407	0.7299909
8	Residential	8	0.8003101	0.8094580
9	Residential	8	0.5833088	0.5899773
10	Residential	8	0.3887558	0.3932016
11	Residential	8	0.3887558	0.3932016
12	Residential	8	0.3775316	0.3818491
13	Residential	8	0.4635839	0.4688845
1	Residential	9	0.6506540	0.6580920
2	Residential	9	0.5084807	0.5142943
3	Residential	9	0.4112043	0.4159065
4	Residential	9	0.4112043	0.4159065
5	Residential	9	0.5084807	0.5142943
6	Residential	9	0.6094986	0.6164664
7	Residential	9	0.7217407	0.7299909
8	Residential	9	0.8003101	0.8094580
9	Residential	9	0.5833088	0.5899773
10	Residential	9	0.3887558	0.3932016

11	Residential	9	0.3887558	0.3887558	0.3932016
12	Residential	9	0.3775316	0.3775316	0.3818491
13	Residential	9	0.4635839	0.4635839	0.4688845
1	Residential	10	0.6768438	0.6768438	0.6845811
2	Residential	10	0.6207228	0.6207228	0.6278188
3	Residential	10	0.4486183	0.4486183	0.4537479
4	Residential	10	0.7928273	0.7928273	0.8018897
5	Residential	10	0.6506540	0.6506540	0.6580920
6	Residential	10	0.7179993	0.7179993	0.7262067
7	Residential	10	0.5084807	0.5084807	0.5142943
8	Residential	10	0.5084807	0.5084807	0.5142943
9	Residential	10	0.4635839	0.4635839	0.4688845
1	Residential	11	0.6768438	0.6768438	0.6845811
2	Residential	11	0.6207228	0.6207228	0.6278188
3	Residential	11	0.4486183	0.4486183	0.4537479
4	Residential	11	0.7928273	0.7928273	0.8018897
5	Residential	11	0.6506540	0.6506540	0.6580920
6	Residential	11	0.7179993	0.7179993	0.7262067
7	Residential	11	0.5084807	0.5084807	0.5142943
8	Residential	11	0.5084807	0.5084807	0.5142943
9	Residential	11	0.4635839	0.4635839	0.4688845
1	Residential	12	0.6768438	0.6768438	0.6845811
2	Residential	12	0.6207228	0.6207228	0.6278188
3	Residential	12	0.4486183	0.4486183	0.4537479
4	Residential	12	0.7928273	0.7928273	0.8018897
5	Residential	12	0.6506540	0.6506540	0.6580920
6	Residential	12	0.7179993	0.7179993	0.7262067
7	Residential	12	0.5084807	0.5084807	0.5142943
8	Residential	12	0.5084807	0.5084807	0.5142943
9	Residential	12	0.4635839	0.4635839	0.4688845
1	Residential	13	0.6768438	0.6768438	0.6845811
2	Residential	13	0.6207228	0.6207228	0.6278188
3	Residential	13	0.4486183	0.4486183	0.4537479
4	Residential	13	0.7928273	0.7928273	0.8018897
5	Residential	13	0.6506540	0.6506540	0.6580920
6	Residential	13	0.7179993	0.7179993	0.7262067
7	Residential	13	0.5084807	0.5084807	0.5142943
8	Residential	13	0.5084807	0.5084807	0.5142943
9	Residential	13	0.4635839	0.4635839	0.4688845
1	Residential	14	0.6768438	0.6768438	0.6845811
2	Residential	14	0.6207228	0.6207228	0.6278188
3	Residential	14	0.4486183	0.4486183	0.4537479
4	Residential	14	0.7928273	0.7928273	0.8018897
5	Residential	14	0.6506540	0.6506540	0.6580920
6	Residential	14	0.7179993	0.7179993	0.7262067
7	Residential	14	0.5084807	0.5084807	0.5142943
8	Residential	14	0.5084807	0.5084807	0.5142943
9	Residential	14	0.4635839	0.4635839	0.4688845
1	Residential	15	1.1437708	1.1437708	1.1568429
2	Residential	15	1.2268300	1.2268300	1.2408511
3	Residential	15	0.8182688	0.8182688	0.8276219
4	Residential	15	1.2934289	1.2934289	1.3082089
5	Residential	15	1.2986649	1.2986649	1.3135067
6	Residential	15	1.1467640	1.1467640	1.1598703
7	Residential	15	1.4141057	1.4141057	1.4753207
8	Residential	15	1.3258030	1.3258030	1.3860147
1	Parking	A	0.0605653	0.0605653	0.0605653
2	Parking	A	0.0605653	0.0605653	0.0605653

3	A	Parking	0.0605653	0.0605653
4	A	Parking	0.0605653	0.0605653
5	A	Parking	0.0605653	0.0605653
6	A	Parking	0.0605653	0.0605653
7	A	Parking	0.0605653	0.0605653
8	A	Parking	0.0605653	0.0605653
9	A	Parking	0.0605653	0.0605653
10	A	Parking	0.0605653	0.0605653
11	A	Parking	0.0605653	0.0605653
12	A	Parking	0.0605653	0.0605653
13	A	Parking	0.0605653	0.0605653
14	A	Parking	0.0605653	0.0605653
15	A	Parking	0.0605653	0.0605653
16	A	Parking	0.0605653	0.0605653
17	A	Parking	0.0605653	0.0605653
18	A	Parking	0.0605653	0.0605653
19	A	Parking	0.0605653	0.0605653
20	A	Parking	0.0605653	0.0605653
21	A	Parking	0.0605653	0.0605653
22	A	Parking	0.0605653	0.0605653
23	A	Parking	0.0605653	0.0605653
24	A	Parking	0.0605653	0.0605653
25	A	Parking	0.0605653	0.0605653
26	A	Parking	0.0605653	0.0605653
27	A	Parking	0.0605653	0.0605653
28	A	Locker	0.0183135	0.0605653
29	A	Locker	0.0183135	0.0183135
30	A	Locker	0.0183135	0.0183135
31	A	Locker	0.0183135	0.0183135
32	A	Locker	0.0183135	0.0183135
33	A	Locker	0.0183135	0.0183135
34	A	Locker	0.0183135	0.0183135
35	A	Locker	0.0183135	0.0183135
36	A	Locker	0.0183135	0.0183135
37	A	Locker	0.0183135	0.0183135
38	A	Locker	0.0183135	0.0183135
39	A	Locker	0.0183135	0.0183135
40	A	Locker	0.0183135	0.0183135
41	A	Locker	0.0183135	0.0183135
42	A	Locker	0.0183135	0.0183135
43	A	Locker	0.0183135	0.0183135
44	A	Locker	0.0183135	0.0183135
45	A	Locker	0.0183135	0.0183135
46	A	Locker	0.0183135	0.0183135
1	B	Parking	0.0605653	0.0605653
2	B	Parking	0.0605653	0.0605653
3	B	Parking	0.0605653	0.0605653
4	B	Parking	0.0605653	0.0605653
5	B	Parking	0.0605653	0.0605653
6	B	Parking	0.0605653	0.0605653
7	B	Parking	0.0605653	0.0605653
8	B	Parking	0.0605653	0.0605653
9	B	Parking	0.0605653	0.0605653
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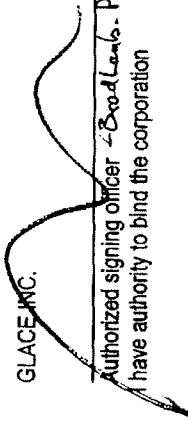
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102	C	Locker	0.0183135	0.0183135
103	C	Locker	0.0183135	0.0183135
104	C	Locker	0.0183135	0.0183135

TOTALS			100.0000000000	100.0000000000
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Glace Inc. hereby certifies the calculations and percentages hereinbefore set forth for residential units, parking units and locker units.

DATED at Toronto this 19th day of March ., 2009.

GLACE INC.


Authorized signing officer Brad Lamb, President
I have authority to bind the corporation

SCHEDULE “E”

SPECIFICATION OF COMMON EXPENSES

Common Expenses, without limiting the definition ascribed thereto, shall include the following:

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement;
- (b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
 - i) insurance premiums;
 - ii) water and sewage and electricity respecting Common Elements;
 - iii) waste disposal and garbage collection;
 - iv) maintenance materials, tools and supplies;
 - v) snow removal for Common Elements and landscaping;
 - vi) fuel, including gas, oil and hydro electricity unless metered separately for a Unit;
 - vii) the recreational facilities; and
 - viii) the Shared Unit costs.
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- (d) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- (f) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- (g) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- (h) the fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;
- (i) the cost of maintaining fidelity bonds as provided by By-law;
- (j) all sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation;

SCHEDULE "F"

To the Declaration of Glace Inc. (gläs)

Subject to the provisions of the Act, this Declaration, the By-laws and Rules and Regulations of the Corporation and, subject to the right of entry in favour of the Corporation to those areas of the exclusive use portions of the common elements which may be necessary to permit repairs or maintenance of the common elements or units, or to give access to the utility and service areas adjacent thereto:

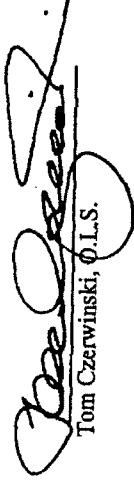
a) Balconies / Terraces

the Owner(s) of each of Residential Units 1 to 7 inclusive on Level 1, Units 11 to 16 inclusive on Levels 3 to 6 inclusive, Units 8 to 13 inclusive on Levels 7 to 9 inclusive, Units 1 to 9 inclusive on Levels 10 to 14 inclusive and Units 1 to 8 inclusive on Level 15, shall have the exclusive use of the balcony or terrace to which the said Units provide direct and sole access, is designated as balcony or terrace and is illustrated on Sheet 1, Part 1 of the Description with the designation "balcony" or "terrace".

The exclusive portions of the common elements have been constructed substantially in accordance with the structural plans for the exclusive use and enjoyment of the unit owners hereinbefore set out.

Signed this 25th day of February, 2009

RABIDEAU & CZERWINSKI
Ontario Land Surveyors



Tom Czerwinski, O.L.S.

SCHEDULE "G"

gl&s

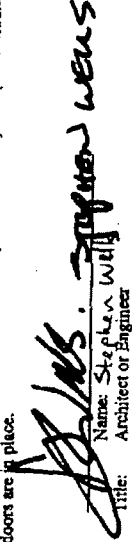
CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A
STANDARD OR FREEHOLD CONDOMINIUM CORPORATION)
(under clause 8(1)(e) of the Condominium Act, 1998)

I certify that:

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

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place.
5. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. All installations with respect to the provision of water and sewage services are in place.
7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. All installations with respect to the provision of air conditioning are in place.
9. All installations with respect to the provision of electricity are in place.
10. There are no indoor or outdoor swimming pools.
11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this 17th day of March, 2009


Name: Stephen Willis
Title: Architect or Engineer