

OFFICE SCHEDULE

AT 1421335

CERTIFICATE OF RECEIPT
RÉCÉPISSE
TORONTO (66)

2007-04-17 11:49

DECLARATION

CONDOMINIUM ACT, 1998

TORONTO STANDARD CONDOMINIUM PLAN NO. 1845

NEW PROPERTY IDENTIFIER'S BLOCK 12845

RECENTLY : BEING ALL OF PIN: 21190-0232

DECLARA. LAUDERVEST DEVELOPMENTS LIMITED

MARK FREEDMAN

HARRIS, SHEAFFER

4100 YONGE STREET

STE-510

TORONTO, ONTARIO

M2P-2B5

PHONE: 416-250-5800

FAX: 416-250-5300

No. OF UNITS 227

FEES : \$70.00 + \$5.00 x 1,135= \$1,205.00

1

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

LAUDERVEST DEVELOPMENTS LIMITED

(hereinafter called the "Declarant")

WHEREAS:

- A. The Declarant is the owner in fee simple of certain lands and premises situate in the City of Toronto, in the Province of Ontario 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 freehold condominium corporation that constitutes 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) "Bicycle/Storage Units" means Units 20 to 22, inclusive, on Level A; Units 33 to 95, inclusive, on Level B;
- (b) "Board" means the Corporation's Board of Directors;
- (c) "By-laws" means the by-laws of the Corporation enacted from time to time;
- (d) "Common Elements" means all the Property except the Units;
- (e) "Common Driveway" means all of the roads, curbs, driveways, sidewalks, walkways and all street lighting therealong on the Lands or any Part which are used for pedestrian and vehicular ingress and/or egress to and from The Carlyle which are designated as Parts 3, 4, 5, 14 and 15 on Reference Plan 66R-22241;
- (f) "Corporation" or the "St. Clair Tower" means the Condominium Corporation created by the registration of this Declaration;
- (g) "Delisle Tower" means Toronto Standard Condominium Corporation No. 1770;
- (h) "Emergency Generator" means the Emergency Generator located on Part 18 on Reference Plan 66R-22241;
- (i) "Guest Suite Unit" means Unit 2, Level 1;

- (j) **"Loading Dock"** means the Loading Dock located on Part 2 on Reference Plan 66R-22241;
- (k) **"Locker Units"** means Unit 96 to 112, inclusive, on Level B;
- (l) **"Owner"** means the Owner or Owners of the freehold estate(s) in a unit, but does not include a mortgagee unless in possession.
- (m) **"Parking Units"** means Units 1 to 19, inclusive, on Level A; Units 1 to 32, inclusive on Level B;
- (n) **"Residential Units"** means Unit 1, Level 1; Units 1 to 7, inclusive, Levels 2 to 14, inclusive;
- (o) **"Service Facilities"** means the Loading Dock, the Transformer Vault Unit and the Emergency Generator all of which shall ultimately be shared by the St. Clair Tower and the Delisle Tower;
- (p) **"Shared Facilities"** means the Service Facilities, the Common Driveway and all servicing pipes, wires, cables, conduits and systems serving or benefiting the St. Clair Tower and the Delisle Tower excluding without limitation, all pertinent portions of the storm and sanitary sewer systems, and the gas, domestic water, plumbing, ventilation, hydro-electric, energy management, computer monitoring and fire protections systems (as well as portions of various ancillary mechanical and electrical fixtures, cables, valves, meters and equipment appurtenant thereto), which provide security, monitoring, heat, power, drainage, fire protection and/or any other type of service to either the Delisle Tower or St. Clair Tower exclusively but shall also include those areas, services, systems requirements and facilities identified or defined as Shared Facilities in the Shared Facilities Agreement;
- (q) **"Shared Facilities Agreement"** means the Agreement governing the use and sharing of costs of certain facilities between the St. Clair Tower and the Delisle Tower.
- (r) **"The Cartyle"** means the lands and premises comprising the Delisle Tower and the St. Clair Tower.
- (s) **"Transformer Vault Unit"** means Unit 41, Level B in the Delisle Tower;
- (t) **"Unit(s)"** means all portions of the condominium designated as unit(s), as the context may require.

1.2 Act Governing 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 having a registered mortgage against the Property or interests appurtenant thereto is contained in Schedule "B" attached hereto.

1.5 Exclusions/Inclusions from Units

The monuments controlling the extent of the Units are the physical surfaces mentioned in the boundaries of Units in Schedule "C" attached hereto.

RESIDENTIAL UNITS AND GUEST SUITE UNIT

- a) Each Residential Unit and the Guest Suite Unit shall include all pipes, wires, cables, conduits, ducts, mechanical and electrical apparatus and the branch piping extending to, but not including, the common pipe risers, all of which provide a service or utility to the particular Unit, regardless of whether or not same are located outside the Unit boundaries described in Schedule 'C'. Each Residential Unit and the Guest Suite Unit shall also include the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, including the shut-off valve, all of which provide a service or utility to that particular Unit, regardless of whether or not same are located outside the Unit boundaries described in Schedule 'C'.
- b) Each Residential Unit and the Guest Suite Unit shall exclude any load bearing wall or column that provides support to another Unit or the Common Element, exterior door and frame, window and frame, all pipes, wires, cables, conduits, ducts, shafts, flues and mechanical and electrical apparatus, carbon monoxide detectors, fire alarms, security or sprinkler systems, all of which are situate in the Unit and provide a service or utility to another Unit(s) or the Common Element.

PARKING UNITS, BICYCLE/STORAGE AND LOCKER UNITS

- a) Each Parking Unit, Bicycle/Storage Unit and Locker Unit shall exclude, all equipment or apparatus including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hoses, floor area drains and sump pumps, sprinkler, 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 any additional floor surfacing (membranes and coatings included) which may be located within any Parking Unit, Bicycle/Storage Unit or Locker Unit.

1.6 Common Interest and Common Expenses

Each Owner shall have an undivided interest in the Common Elements as a tenant in 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 shall be c/o Simerra Property Management Inc., Suite 200, 160 Carrier Drive, Toronto, Ontario, M9W 5R1, or such other address as the Corporation may by resolution of the Board determine, and the Corporation's mailing address shall be c/o Simerra Property Management Inc., Suite 200, 160 Carrier Drive, Toronto, Ontario, M9W 5R1. The Corporation's municipal address is 60 St. Clair Avenue West, Toronto, Ontario, M4V 1M1.

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 architect and/or engineer(s) that all buildings on the Property have been constructed in accordance with the regulations made under the Act is/are 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 collectible 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

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.

2.3 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.
- (c) However, for the purposes of the Act, this Declaration and/or the Shared Facilities Agreement, any and all portions of the Shared Facilities not comprising part of the registered description plan of this Condominium shall be deemed to be an "asset" of the Corporation for the purposes of utilizing any of its reserve fund(s) in connection with this Corporation's responsibility to share the costs of repairing and/or replacing the Shared Facilities with the St. Clair Tower.

2.4 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 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 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 the Rules, the Owners of Unit(s) listed in Schedule "F" attached hereto shall have the exclusive use and enjoyment 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 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 catwalks, the cooling tower, the boiler room and/or the fresh air ducts; and
- (c) This paragraph 3.3 shall not apply to any mortgagee 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.

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 (66⅔%) 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 subsections 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, and within or outside any unsold Units, at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or any one else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/ construction/ customer-service office(s) and said model suites; and
- (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 one year after the date that 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 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 at all times during ingress and egress from a Unit and while on the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger to the residents of the Corporation is permitted to be on or about the Common Elements.

3.7 Visitor Parking

Eleven (11) parking spaces located on Level A shall form part of the common elements and shall be for use by residential visitors to the Corporation (the "Visitor Parking Spaces"). These Visitor Parking Spaces may not be leased or sold to any Owner or otherwise assigned. The Visitor Parking Spaces shall be maintained by the Corporation and shall be used by visitors to the Property for the parking of their motor vehicles and shall not be used by any Unit Owner or for any other purpose whatsoever. The Visitor Parking Spaces shall be designated as visitor parking by means of clearly visible signs. The Declarant, its sales and management personnel, agents, sub-trades, invitees and prospective purchasers, may park motor vehicles within the Visitor Parking Spaces until such time as title to all Units have been conveyed by the Declarant.

ARTICLE IV

UNITS

4.1 General Restrictions

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 the Delisle Tower) or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements and/or the Delisle Tower, 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 in the Shared Facilities Agreement, 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 including that Shared Facilities Agreement. 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 including without limitation, the Shared Facilities Agreement) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements or the Delisle Tower 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, servants, agents, contractors and licensees of his or her Unit to comply with the Act, the Declaration, the by-laws, and all agreements authorized by by-law and the rules including, without limitation, the Shared Facilities Agreement;
- (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 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 or off white when visible from the outside and all draperies shall be lined in white or off white 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.
- (e) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the outside of any Unit, except for signs marketing condominiums by the Declaration and/or its related companies.

4.2 Residential Units

- (a) 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 Corporation have been sold by the Declarant, or its related companies;
- (b) No animal, livestock or fowl of any kind other than two (2) general household domestic pets per unit, defined as the following: cats; dogs; canaries, budgies or other small caged birds; or an aquarium of goldfish or tropical fish; or small caged animals considered to be a pet, 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 two (2) weeks of receipt 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 a danger to the residents of the Corporation, shall be permitted in any Unit.
- (c) 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 which shall be deemed to be additional contributions to common expenses and recoverable as such; and

- (d) 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.
- (e) (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/horizontal 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 by-laws, 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 all obligations 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.

4.3 Guest Suite Unit

The Guest Suite Unit shall only be used to provide overnight accommodation for the guests of the owners and tenants of the Residential Units in the Corporation and a service/cleaning charge will have to be paid, in advance, for each night of occupancy thereof, in accordance with the rules and regulations passed by the Board from time to time in connection therewith. The use of the Guest Suite Unit shall be subject to the terms and provisions of all applicable municipal by-laws and regulations pertaining to the Property, and any agreement(s) entered into by the Corporation with any management/cleaning firm pertaining to same, and shall also be governed by the rules and regulations of the Corporation in force from time to time.

The Corporation shall purchase the Guest Suite Unit from the Declarant for a purchase price of One Hundred and Sixty-nine Thousand Five Hundred (\$169,500.00) Dollars plus GST, Land Transfer Tax and registration fees. The Corporation shall give and the Declarant (or such entity as directed by the Declarant) shall take back a mortgage (the "Mortgage") for the full purchase price. The mortgage shall bear no interest for the first year of the term and thereafter, for the balance of the term, shall bear interest at a fixed rate of interest being four (4%) percent over the Government of Canada Bond Yield in effect on the date of the registration of the Condominium, calculated semi-annually, not in advance. The mortgage shall have a term of eleven (11) years commencing on the date of the registration of the Condominium. Blended monthly installments on account of principal and interest shall be computed based on an amortization period of ten (10) years and shall be payable commencing on the thirteenth month following the date of the registration of the Condominium.

4.4 Parking Units

- (a) Each Parking Unit shall be used and occupied only for the parking of a 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 in this Condominium. The Owners of Parking Units shall not park more than one motor vehicle within the boundaries of such Parking Unit, provided, however, that in no instance shall any portion of any motor vehicle parked within a Parking Unit protrude beyond the boundaries of the

Parking Unit and concomitantly encroach upon any portion of the Common Elements or upon any other Unit. Each Owner shall maintain his or her Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of Parking Units.

- (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 Parking Unit which right shall continue until such time as all Residential Units and Parking Units in the Corporation have been sold.
- (c) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of certain of the Parking Units the Board of Directors may, from time to time, designate the said Units for alternate uses, provided that such alternate 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.
- (d) Any or all of the Parking Units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, that any sale, transfer, assignment or other conveyance of any Parking Unit shall be made only to the Declarant, to the Corporation, to an owner of a Residential Unit in this Condominium, to the Delisle Tower and to an owner of a Residential Unit in the Delisle Tower.

4.5 Bicycle/Storage Units

- (a) Each Bicycle/Storage Unit shall only be used for the storage of bicycles and other such 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 sightly 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 Bicycle/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.
- (d) Any or all of the Bicycle/Storage Units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, that any sale, transfer, assignment or other conveyance of any Bicycle/Storage Unit shall be made only to the Declarant, to the Corporation, to an owner of a Residential Unit in this Condominium, to the Delisle Tower or to an owner of a Residential Unit in the Delisle Tower.

4.6 Locker Units

- (a) Each Locker Unit may only be used for the storage of non-hazardous materials which materials shall not constitute a danger or nuisance to the residents of the Corporation, the Units or the Common Elements.
- (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 Locker Units which right shall continue until such time as all the Residential

Units and Parking Units and Locker Units in this Corporation have been transferred.

- (c) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of any of the Locker Units, the Board of Directors may, from time to time, designate the said Locker 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.
- (d) Any or all of the Locker Units may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, any sale, transfer, assignment or other conveyance of any Locker Unit shall be made only to the Declarant; to the Corporation; to any Owner of a Residential Unit in the Corporation; to the Delisle Tower or to an Owner of a Residential Unit in the Delisle Tower. Locker Units may be leased to tenants in actual occupation of Residential Units in this Condominium. Any instrument or other document purporting to affect a sale, transfer, assignment or other conveyance of any Locker Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever.

4.7 Leasing of Units

Notification of Lease:

- (a) Where an Owner leases his or her Unit, the Owner shall within thirty (30) days of entering into a lease or a renewal thereof:
 - (i) notify the Corporation that the Unit is leased;
 - (ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01;
 - (iii) provide the lessee with a copy of the Declaration, 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.
- (e) The term of any lease of a Parking Unit and/or Bicycle/Storage Unit shall terminate immediately upon the tenant ceasing to reside in the Corporation or in the Delisle Tower as applicable.

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 balcony, together with the balcony itself 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 supplies 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, Bicycle/Storage Unit and/or Locker Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of Parking Units, Bicycle/Storage Units and/or Locker Units; and
 - (vi) the balcony to which the Unit has direct access (if such Owner's Unit has been allocated an exclusive use balcony) in a clean and sightly condition.
- (b) The Corporation shall make any repairs that an Owner is obliged to make pursuant to paragraph 5.1 and that the Owner 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 instalments as the Board may decide upon. The instalments 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.
- (c) Each Owner shall further 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). No owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board.

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 wilful 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) The Corporation shall maintain and repair the Parking Units and the Common Elements at its own expense and shall be responsible for the maintenance and repair of exclusive use Common Elements, however, the Corporation shall not be responsible for those parts of the Common Elements which are required to be maintained and repaired by the Owners pursuant to paragraph 5.1.
- (b) The Corporation shall further maintain, the heating, air conditioning and ventilation equipment, including thermostatic controls contained within and servicing each Unit, such maintenance to include regularly scheduled inspections of all such equipment. Such periodic maintenance shall include the cleaning and replacement of air filters. Each Owner shall be liable for any damage due to the malfunction of such equipment caused by the act or omission of an Owner, his 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.

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 co-insurance 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 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 of subrogation against the Corporation, its 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 costs 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.
 - (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

SHARED FACILITIES

9.1 The Control, Operations, Budgeting and Cost-Sharing of the Shared Facilities

- (a) Save as otherwise provided in this Declaration to the contrary and without limiting any easement that the Condominium enjoys or is subject to, the Shared Facilities intended for pedestrian or vehicular access to and from the Carlyle (the Common Driveway) or comprising the Service Facilities shall be used only by the Declarant and the owners of the Residential Units in the Condominium, and by their respective residents, tenants and invitees and by the owners of the Delisle Tower and by their respective tenants and invitees. Save as otherwise provided in this Declaration to the contrary, no provision contained in any of the by-laws or rules of this Corporation shall restrict the access to, egress from and/or use of the Shared Facilities by the persons entitled thereto, save for any reasonable controls or restrictions imposed on access thereto by the Board (and the Declarant, prior to the Transfer Date) for the Shared Facilities that are a unit or part of the Common Elements of the Condominium.
- (b) The Corporation's share of the shared facilities costs shall be calculated and paid as provided in the Shared Facilities Agreement. The budget for the Corporation shall incorporate any budget for the same period for shared facilities costs prepared in accordance with the Shared Facilities Agreement by or on behalf of the owners or parties for the time being to the Shared Facilities Agreement.

ARTICLE X

DUTIES OF THE CORPORATION

10.1 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 assume and/or enter into the Shared Facilities Agreement(s) (the "SFA") as soon as reasonably possible after the registration of this Declaration and to observe and comply (and insofar as possible, compel the observance and/or compliance by all unit owners, residents and their respective tenants and/or invitees) with all terms and provisions contained in the SFA in addition to

complying (and insofar as possible compelling the observance and/or compliance by all unit owners, residents and their respective tenants and/or invitees) with all of the requirements set forth in the Act, and all of the terms and provisions set forth in this Declaration and by-laws of this Corporation.

- (b) To not interfere with the supply of (and insofar as the requisite services are supplied from the Corporation's property, to cause) heat, hydro, water, gas and all other requisite utility services (including such services which constitute Shared Facilities) to be provided to the Delisle Tower 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 and its successors and assigns to construct, complete, maintain, operate and repair the Delisle Tower.
- (e) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by an Unit Owner, or their respective tenants or invitees which would prohibit, limit or restrict the access to, egress from and/or use of any easement or of the Shared Facilities enjoyed by the Delisle Tower and/or its residents, tenants and invitees as more particularly set out in the foregoing provisions of this Declaration.
- (f) To pay on a monthly basis, the Corporation's share of the shared facilities costs, as more particularly set out in the foregoing provisions of this Declaration and as provided for in the SFA.
- (g) To enter into and comply with the terms and provisions of any supplementary agreement(s) incorporating and/or superseding (in whole or in part) the provisions of the SFA requested by the Declarant to be entered into by the Corporation, with such supplementary and/or superseding agreement(s) pertaining to (and generally confirming) but not confined to) those matters and details more particularly set out in this Declaration and the SFA but specifically reflecting the final location and/or realignment (if any) of the boundaries of any part or parts of the Property including, without limitation, the Shared Facilities and/or any easement, so as to conform with the final as-built configuration and/or condition of each of the Delisle Tower and the Condominium and containing such additional provisions as the Declarant may deem necessary or desirable in order to more accurately reflect the co-existence of the Delisle Tower and the Condominium with respect to the various facilities and services being shared by them, but in no case derogating in any material respect from the provisions of this Declaration.
- (h) To execute forthwith upon the request of the Declarant following the transfer of title of the Transformer Vault Unit 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 with respect to the Shared Facilities (as same relate to the Condominium and for which the Declarant was responsible for prior to the registration of the Condominium).
- (i) To accept and register the transfer/deed from the Declarant of this Corporation's interest in the Transformer Vault Unit and the Guest Suite Unit (in accordance with, and at the time(s) contemplated by, the foregoing provisions of this Declaration) and to complete and execute all requisite documentation and affidavits necessary to effect the registration of such conveyance, all without cost to the Declarant.

- (j) 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 Tarion Warranty Corporation pursuant to section 44(9) of the Act;

- (k) 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.
- (l) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable 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 cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to each of the units in the Condominium 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 cable 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.
- (m) To take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration.

ARTICLE XI

GENERAL MATTERS AND ADMINISTRATION

11.1 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. In addition, the Corporation, its agents or any other person authorized by the Board shall be entitled to enter where necessary, 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.

- (b) 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.
- (c) 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.
- (d) The Corporation shall retain a master key to all locks to each Unit. No Owner shall change any lock or place any additional locks on the doors to any Unit or in the Unit or to any part of the Common Elements of which such Owner has the exclusive use; and
- (e) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-laws.

11.2 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.

11.3 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.

11.4 Interpretation of Declaration

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

11.5 Headings

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

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 February, 2007.

LAUDERVEST DEVELOPMENTS LIMITED

Per: _____

Name: Robert Yanowski

Title: President

I have authority to bind the Corporation

M:\06\066750A\Interact\Declaration.DOC

PHASE 2**SCHEDULE "A"**

in the City of Toronto and Province of Ontario, being composed of Part of Lots 31, 32 and 33, according to a Plan registered in the Registry Division of the Toronto Registry Office as Plan 365, designated as PARTS 1, 2, 3, 6, 10, 12, 13 and 18, on a Plan of survey of record deposited in the Land Titles Division of the Toronto Registry Office (No. 66) as Plan 66R-22241, hereinafter referred to as the "Phase 2 Lands".

SUBJECT TO an easement in favour of Rogers Cable Communications Inc., over the "Phase 2 Lands", for the purposes as set out in Instrument AT516334.

SUBJECT TO an easement in favour of Wirebury Connections Inc., over the "Phase 2 Lands", for the purposes as set out in Instrument AT1129759.

SUBJECT TO the obligation of the owner of the "Phase 2 Lands", to maintain in good and satisfactory repair, the retaining wall so long as such retaining wall is required for the purpose as more particularly set out in Instrument EN47659, registered November 29, 1943, in favour of the owners, their successors and assigns of the following:

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the City of Toronto and Province of Ontario, being composed of Part of Lot 33 on said Plan 365, being all of P.I.N. 21190 - 0172 (LT), the boundaries of the said parcel of land being described as follows:

COMMENCING at a point in the northerly limit of St. Clair Avenue West as widened by By-law 5761, where the same is intersected by the westerly limit of the said Lot 33;

THENCE Easterly along the said northerly limit of St. Clair Avenue West, 131 feet, 7 ¾ inches more or less to where the same is intersected by the southerly production of the westerly face of a concrete retaining wall standing on the 25th day of March, 1943, the last mentioned point of intersection being distant 4 ¼ inches more or less measured westerly along the said northerly limit from the easterly limit of the said Lot 33;

THENCE Northerly along the said production, to and along the said westerly face of the retaining wall, in all a distance of 66 feet, 3 ½ inches to the northerly end of the said retaining wall being to a point distant 11 ½ inches more or less westerly from the said easterly limit of the said Lot 33;

THENCE Easterly along the said northerly end of the retaining wall, 8 inches more or less to the westerly face of a brick apartment house standing at the date hereinbefore last mentioned upon the westerly part of the said Lot 32;

THENCE Northerly along the last mentioned face of the wall, 12 feet, 9 ½ inches more or less to the southerly end of a concrete retaining wall standing at the date hereinbefore last mentioned upon the easterly part of the said Lot 33 being to a point distant 2 inches more or less westerly from the easterly limit of the said Lot 33;

THENCE Westerly along the said southerly end of the last mentioned concrete retaining wall, 10 inches more or less to the westerly face thereof;

THENCE Northerly along the last mentioned westerly face of the wall, to and along the northerly production of the same, in all a distance of 35 feet, 10 inches more or less to the point of intersection with a line drawn parallel to the said northerly limit of St. Clair Avenue West, widened as aforesaid, distant 114 feet, 11 inches northerly therefrom measured on the course of the easterly limit of the said Lot 33;

A-2

THENCE Easterly along the said parallel line, 9 inches more or less to the easterly limit of Lot 33 aforesaid;

THENCE Northerly along the said easterly limit of Lot 33, 42 feet, 7 ¼ inches more or less to the northerly limit of the said Lot 33;

THENCE Westerly along the said northerly limit of Lot 33, 132 feet more or less to the westerly limit;

THENCE Southerly along the said westerly limit of Lot 33, 157 feet, 8 ¾ inches more or less to the point of commencement, as set out in Instrument EN86681, hereinafter referred to as the "Westerly Lands".

SUBJECT TO the following appurtenant rights-of-way or rights in the nature of easements in favour of Toronto Standard Condominium Plan No. 1770 provided that upon registration of the declaration and description pursuant to the Condominium Act, 1998, S.O. 1998, C.19, as amended or replaced, relating to the "Phase 2 Lands", the easements described herein cease to apply to, against or with respect to all units described by such declaration and description, as set out in Instrument AT1156583:

- a) a right-of-support in and through all structural members including, but not limited to, load bearing walls, footings, columns, floor and roof slabs, situate within Part of Lots 31 and 32 on said Plan 365, designated as PARTS 6, 10 and 12 on said Plan 66R-22241, and which is necessary for the support of Toronto Standard Condominium Plan No. 1770.
- b) in and through the "Phase 2 Lands" for the access of persons, vehicles, materials and equipment necessary to maintain, repair, install, reconstruct and operate any mechanical or electrical apparatus, installation or equipment, including, but not limited to, water mains, gas mains, storm and sanitary sewers, sprinkler mains, electrical cables, wire, conduits or ducts, telephone and cable television cables, wires, conduits or ducts and fire alarm systems situate within the "Phase 2 Lands" and which are necessary to the operation of the building situate within Toronto Standard Condominium Plan No. 1770.
- c) in and through the "Phase 2 Lands" for the access of persons, materials and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the building situate within Toronto Standard Condominium Plan No. 1770.
- d) in, over, along and through the driveway situate within Part of Lot 32 on said Plan 365, designated as PART 3 on said Plan 66R-22241, for the purposes of providing vehicular and pedestrian ingress and egress including, but not limited to, maintenance, delivery and removal vehicles, necessary to the operation of Toronto Standard Condominium Plan No. 1770.
- e) in, over, along and through the loading area situate within Part of Lot 32 on said Plan 365, designated as PART 2 on said Plan 66R-22241, for the purposes of providing vehicular and pedestrian ingress and egress including, but not limited to, maintenance, delivery and removal vehicles, necessary to the operation of Toronto Standard Condominium Plan No. 1770.

A-3

- f) in, over, along and through Part of Lot 32 on said Plan 365, designated as PART 18 on said Plan 66R-22241, for the purposes of maintaining, repairing, installing, reconstructing and operating any mechanical or electrical apparatus, installation or equipment, including, but not limited to, electrical cables, wire, conduits or ducts, within the Emergency Generator Room, which is situate within said PART 18 on said Plan 66R-22241, necessary to the operation of the building situate within Toronto Standard Condominium Plan No. 1770.

TOGETHER WITH appurtenant rights-of-way or rights in the nature of easements over Toronto Standard Condominium Plan No. 1770, which said rights-of-way or rights in the nature of easements are as set out in Instrument AT1156583 and are as follows:

- a) in, over, along and through the driveways and walkways, situate within Part of Toronto Standard Condominium Plan No. 1770, designated as PARTS 4, 5, 14 and 15 on said Plan 66R-22241, for the purposes of providing vehicular and pedestrian ingress and egress including, but not limited to, maintenance, delivery and removal vehicles, necessary to the operation of the "Phase 2 Lands".
- b) in and through the Common Elements of Toronto Standard Condominium Plan No. 1770, for the access of persons, materials, vehicles and equipment necessary for the maintenance, repair, operation, installation and reconstruction of any mechanical or electrical apparatus, installation or equipment including, but not limited to, gas mains, water mains, storm and sanitary sewers, electrical cables, wires, conduits or ducts, telephone and cable television cables, wires, conduits or ducts, fire alarm systems, security systems and sump pumps all of which are necessary to the operation of the building situate within the "Phase 2 Lands".
- c) a right-of-support in and through all structural members, including, but not limited to, load bearing walls, columns, floor and roof slabs, footings, foundation and soil all of which are situate within the Common Elements of Toronto Standard Condominium Plan No. 1770 below Level 1 and is necessary for support of the "Phase 2 Lands".
- d) in and through the Common Elements of Toronto Standard Condominium Plan No. 1770 for the access of persons, vehicles, materials and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the building situate within the "Phase 2 Lands".

TOGETHER WITH the right of the owner of the "Phase 2 Lands", to enter from time to time, upon the "Westerly Lands" for the purposes of maintaining the retaining wall, as more particularly set out in Instrument EN47659, registered November 29, 1943.

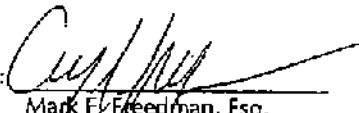
Being All of P.I.N. 21190 – 0232 (LT).

A-4

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

Harris, Sheaffer, LLP.
duly authorized representatives for
LAUDERVEST DEVELOPMENTS LIMITED

March 6, 2007
Dated

Per: 
Mark F. Freedman, Esq.

SCHEDULE "B"

CONSENT

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

1. ST. PAUL GUARANTEE INSURANCE COMPANY has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number AT1276277 in the Land Titles Division of the Toronto Registry Office (No. 66).
2. ST. PAUL GUARANTEE INSURANCE COMPANY changed its name to TRAVELERS GUARANTEE COMPANY OF CANADA pursuant to Application to Change Name registered in the Land Titles Division of the Toronto Registry Office (No. 66) on January 10, 2007 pursuant to Instrument No. AT1351429.
3. TRAVELERS GUARANTEE COMPANY OF CANADA consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
4. TRAVELERS GUARANTEE COMPANY OF CANADA postpones the mortgage and the interests under it in the declaration and the easements described in Schedule "A" to the Declaration.
5. TRAVELERS GUARANTEE COMPANY OF CANADA is entitled by law to grant this consent and postponement.

DATED this 16th day of February, 2007.

TRAVELERS GUARANTEE COMPANY OF CANADA

Per: 
 Name: Brian Argue
 Title: Underwriter

Per: 
 Name: Denise Fraser
 Title: Senior Underwriter

I/We have the authority to bind the Corporation.

SCHEDULE "B"

CONSENT

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

1. HSBC BANK CANADA has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number AT229443 in the Land Titles Division of the Toronto Registry Office (No. 66).
2. HSBC BANK CANADA consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. HSBC BANK CANADA postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. HSBC BANK CANADA is entitled by law to grant this consent and postponement.

DATED this 20th day of February 2007.

HSBC BANK CANADA

Per: ()
Name: _____
Title: _____

TREVOR J FRANCIS
Vice-President

Per: _____
Name: _____
Title: _____

SHIRLEY MURPHY
Assistant Vice-President

I/We have the authority to bind the Corporation.

PHASE 2**SCHEDULE "C"**

Each Residential Unit, Guest Suite Unit, Parking Unit, Bicycle/Storage Unit and Locker Unit, shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 4, both inclusive 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, Sheets 1 to 4, both inclusive of the Description and all dimensions shall have reference to them.

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

1. **BOUNDARIES OF THE RESIDENTIAL UNITS**

(being Unit 1 on Level 1 and Units 1 to 7 inclusive on Levels 2 to 14 inclusive).

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

(being Unit 2 on Level 1).

a) Each Residential Unit and Guest Suite Unit is bounded vertically by:

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

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

- i) the backside surface and plane of the drywall sheathing separating one unit from another unit or from the Common Element and production.
- ii) the unit side surface of all exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position, and the unit side surface of any glass panels contained therein.
- iii) in the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

3. **BOUNDARIES OF THE PARKING UNITS**

(being Units 1 to 19 inclusive on Level A and Units 1 to 32 inclusive on Level B).

a) Each Parking Unit is bounded vertically by:

- i) the upper surface and plane of the concrete garage floor slab.
- ii) the plane measured 2.10 metres perpendicularly distant above and parallel to the upper surface and plane of the concrete garage floor slab.

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

- i) the vertical plane established by measurement and perpendicular to the concrete wall, located at the rear of the Unit.

C-2

- ii) the vertical plane defined by the centre-line of columns and the production thereof.
- iii) the vertical plane defined by the face of the concrete or concrete block walls and the production thereof.
- iv) The vertical plane established by measurement.
- v) the vertical plane established perpendicular to the concrete wall, located at the rear of the Unit, and passing through the centre-line of the concrete columns and/or the production thereof.
- vi) the vertical plane defined by the line and face of the concrete columns and the production thereof.

4. BOUNDARIES OF THE BICYCLE/STORAGE UNITS

(being Units 20, 21 and 22 on Level A and Units 33 to 95 inclusive on Level B).

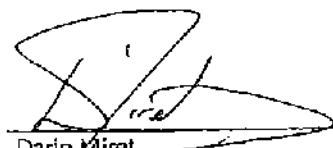
5. BOUNDARIES OF THE LOCKER UNITS

(being Units 96 to 112 inclusive on Level B).

- a) Each Bicycle/Storage Unit and Locker Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production.
 - ii) the lower surface and plane of the steel wire mesh and frame and production.
- b) Each Bicycle/Storage Unit and Locker Unit is bounded horizontally by one or a combination of the following:
 - i) the backside surface and plane of the drywall sheathing and production of the walls separating the unit from the common element, where applicable.
 - ii) the unit side surface of the concrete or concrete block walls and production of the walls separating the unit from the common element.
 - iii) the unit side surface and plane of the steel wire mesh and frame separating one Unit from another such Unit or the common element.
 - iv) the unit side surface and plane of the steel wire mesh door and frame, said door being in a closed position.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 to 4, both inclusive of the Description.

February 12, 2007
Dated


Dario Mirel
Ontario Land Surveyor

C-3

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

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNIT	A	1	0.09687
PARKING UNIT	A	2	0.09687
PARKING UNIT	A	3	0.09687
PARKING UNIT	A	4	0.09687
PARKING UNIT	A	5	0.09687
PARKING UNIT	A	6	0.09687
PARKING UNIT	A	7	0.09687
PARKING UNIT	A	8	0.09687
PARKING UNIT	A	9	0.09687
PARKING UNIT	A	10	0.09687
PARKING UNIT	A	11	0.09687
PARKING UNIT	A	12	0.09687
PARKING UNIT	A	13	0.09687
PARKING UNIT	A	14	0.09687
PARKING UNIT	A	15	0.09687
PARKING UNIT	A	16	0.09687
PARKING UNIT	A	17	0.09687
PARKING UNIT	A	18	0.09687
PARKING UNIT	A	19	0.09687
BICYCLE/STORAGE UNIT	A	20	0.02744
BICYCLE/STORAGE UNIT	A	21	0.02744
BICYCLE/STORAGE UNIT	A	22	0.02744
PARKING UNIT	B	1	0.09687
PARKING UNIT	B	2	0.09687
PARKING UNIT	B	3	0.09687
PARKING UNIT	B	4	0.09687
PARKING UNIT	B	5	0.09687
PARKING UNIT	B	6	0.09687
PARKING UNIT	B	7	0.09687
PARKING UNIT	B	8	0.09687
PARKING UNIT	B	9	0.09687
PARKING UNIT	B	10	0.09687
PARKING UNIT	B	11	0.09687
PARKING UNIT	B	12	0.09687
PARKING UNIT	B	13	0.09687
PARKING UNIT	B	14	0.09687
PARKING UNIT	B	15	0.09687
PARKING UNIT	B	16	0.09687
PARKING UNIT	B	17	0.09687
PARKING UNIT	B	18	0.09687
PARKING UNIT	B	19	0.09687
PARKING UNIT	B	20	0.09687
PARKING UNIT	B	21	0.09687
PARKING UNIT	B	22	0.09687
PARKING UNIT	B	23	0.09687
PARKING UNIT	B	24	0.09687
PARKING UNIT	B	25	0.09687
PARKING UNIT	B	26	0.09687
PARKING UNIT	B	27	0.09687
PARKING UNIT	B	28	0.09687
PARKING UNIT	B	29	0.09687
PARKING UNIT	B	30	0.09687
PARKING UNIT	B	31	0.09687
PARKING UNIT	B	32	0.09687
BICYCLE/STORAGE UNIT	B	33	0.02744
BICYCLE/STORAGE UNIT	B	34	0.02744
BICYCLE/STORAGE UNIT	B	35	0.02744
BICYCLE/STORAGE UNIT	B	36	0.02744
BICYCLE/STORAGE UNIT	B	37	0.02744
BICYCLE/STORAGE UNIT	B	38	0.02744
BICYCLE/STORAGE UNIT	B	39	0.02744
BICYCLE/STORAGE UNIT	B	40	0.02744
BICYCLE/STORAGE UNIT	B	41	0.02744
BICYCLE/STORAGE UNIT	B	42	0.02744
BICYCLE/STORAGE UNIT	B	43	0.02744
BICYCLE/STORAGE UNIT	B	44	0.02744
BICYCLE/STORAGE UNIT	B	45	0.02744
BICYCLE/STORAGE UNIT	B	46	0.02744
BICYCLE/STORAGE UNIT	B	47	0.02744
BICYCLE/STORAGE UNIT	B	48	0.02744
BICYCLE/STORAGE UNIT	B	49	0.02744
BICYCLE/STORAGE UNIT	B	50	0.02744
BICYCLE/STORAGE UNIT	B	51	0.02744
BICYCLE/STORAGE UNIT	B	52	0.02744

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
BICYCLE/STORAGE UNIT	B	53	0.02744
BICYCLE/STORAGE UNIT	B	54	0.02744
BICYCLE/STORAGE UNIT	B	55	0.02744
BICYCLE/STORAGE UNIT	B	56	0.02744
BICYCLE/STORAGE UNIT	B	57	0.02744
BICYCLE/STORAGE UNIT	B	58	0.02744
BICYCLE/STORAGE UNIT	B	59	0.02744
BICYCLE/STORAGE UNIT	B	60	0.02744
BICYCLE/STORAGE UNIT	B	61	0.02744
BICYCLE/STORAGE UNIT	B	62	0.02744
BICYCLE/STORAGE UNIT	B	63	0.02744
BICYCLE/STORAGE UNIT	B	64	0.02744
BICYCLE/STORAGE UNIT	B	65	0.02744
BICYCLE/STORAGE UNIT	B	66	0.02744
BICYCLE/STORAGE UNIT	B	67	0.02744
BICYCLE/STORAGE UNIT	B	68	0.02744
BICYCLE/STORAGE UNIT	B	69	0.02744
BICYCLE/STORAGE UNIT	B	70	0.02744
BICYCLE/STORAGE UNIT	B	71	0.02744
BICYCLE/STORAGE UNIT	B	72	0.02744
BICYCLE/STORAGE UNIT	B	73	0.02744
BICYCLE/STORAGE UNIT	B	74	0.02744
BICYCLE/STORAGE UNIT	B	75	0.02744
BICYCLE/STORAGE UNIT	B	76	0.02744
BICYCLE/STORAGE UNIT	B	77	0.02744
BICYCLE/STORAGE UNIT	B	78	0.02744
BICYCLE/STORAGE UNIT	B	79	0.02744
BICYCLE/STORAGE UNIT	B	80	0.02744
BICYCLE/STORAGE UNIT	B	81	0.02744
BICYCLE/STORAGE UNIT	B	82	0.02744
BICYCLE/STORAGE UNIT	B	83	0.02744
BICYCLE/STORAGE UNIT	B	84	0.02744
BICYCLE/STORAGE UNIT	B	85	0.02744
BICYCLE/STORAGE UNIT	B	86	0.02744
BICYCLE/STORAGE UNIT	B	87	0.02744
BICYCLE/STORAGE UNIT	B	88	0.02744
BICYCLE/STORAGE UNIT	B	89	0.02744
BICYCLE/STORAGE UNIT	B	90	0.02744
BICYCLE/STORAGE UNIT	B	91	0.02744
BICYCLE/STORAGE UNIT	B	92	0.02744
BICYCLE/STORAGE UNIT	B	93	0.02744
BICYCLE/STORAGE UNIT	B	94	0.02744
BICYCLE/STORAGE UNIT	B	95	0.02744
LOCKER UNIT	B	96	0.02744
LOCKER UNIT	B	97	0.02744
LOCKER UNIT	B	98	0.02744
LOCKER UNIT	B	99	0.02744
LOCKER UNIT	B	100	0.02744
LOCKER UNIT	B	101	0.02744
LOCKER UNIT	B	102	0.02744
LOCKER UNIT	B	103	0.02744
LOCKER UNIT	B	104	0.02744
LOCKER UNIT	B	105	0.02744
LOCKER UNIT	B	106	0.02744
LOCKER UNIT	B	107	0.02744
LOCKER UNIT	B	108	0.02744
LOCKER UNIT	B	109	0.02744
LOCKER UNIT	B	110	0.02744
LOCKER UNIT	B	111	0.02744
LOCKER UNIT	B	112	0.02744
101	1	1	1.28304
GUEST SUITE UNIT	1	2	0.00001
201	2	1	1.06274
202	2	2	1.04134
203	2	3	1.26387
204	2	4	0.82451
205	2	5	1.02708
206	2	6	0.80312
207	2	7	1.01566
301	3	1	1.06274
302	3	2	1.04134
303	3	3	1.26387

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
304	3	4	0.82451
305	3	5	1.02708
306	3	6	0.80312
307	3	7	1.01566
401	4	1	1.06274
402	4	2	1.04134
403	4	3	1.26387
404	4	4	0.82451
405	4	5	1.02708
406	4	6	0.80312
407	4	7	1.01566
501	5	1	1.06274
502	5	2	1.04134
503	5	3	1.26387
504	5	4	0.82451
505	5	5	1.02708
506	5	6	0.80312
507	5	7	1.01566
601	6	1	1.06274
602	6	2	1.04134
603	6	3	1.26387
604	6	4	0.82451
605	6	5	1.02708
606	6	6	0.80312
607	6	7	1.01566
701	7	1	1.06274
702	7	2	1.04134
703	7	3	1.26387
704	7	4	0.82451
705	7	5	1.02708
706	7	6	0.80312
707	7	7	1.01566
801	8	1	1.06274
802	8	2	1.04134
803	8	3	1.26387
804	8	4	0.82451
805	8	5	1.02708
806	8	6	0.80312
807	8	7	1.01566
901	9	1	1.06274
902	9	2	1.04134
903	9	3	1.26387
904	9	4	0.82451
905	9	5	1.02708
906	9	6	0.80312
907	9	7	1.01566
1001	10	1	1.06274
1002	10	2	1.04134
1003	10	3	1.26387
1004	10	4	0.82451
1005	10	5	1.02708
1006	10	6	0.80312
1007	10	7	1.01566
1101	11	1	1.06274
1102	11	2	1.04134
1103	11	3	1.26387
1104	11	4	0.82451
1105	11	5	1.02708
1106	11	6	0.80312
1107	11	7	1.01566
1201	12	1	1.06274
1202	12	2	1.04134
1203	12	3	1.26387
1204	12	4	0.82451
1205	12	5	1.02708
1206	12	6	0.80312

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
1207	12	7	1.01566
1301	13	1	1.06274
1302	13	2	1.04134
1303	13	3	1.26387
1304	13	4	0.82451
1305	13	5	1.02708
1306	13	6	0.80312
1307	13	7	1.01566
1401	14	1	1.06274
1402	14	2	1.04134
1403	14	3	1.26387
1404	14	4	0.82451
1405	14	5	1.02708
1406	14	6	0.80312
1407	14	7	1.01566
TOTAL			100.00000

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) electricity respecting Common Elements;
 - iii) fuel, including gas, oil and hydro electricity unless metered separately for a Unit;
 - iv) waste disposal and garbage collection;
 - v) maintenance materials, tools and supplies;
 - vi) landscaping;
 - vii) snow plowing and removal of snow from all roadways, driveways and walkways, but excluding terraces and balconies.
- (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 Trustees, 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.

PHASE 2**SCHEDULE "F"**

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

- b) the Owner(s) of Residential Units 1 to 5 inclusive and 7 on Levels 2 to 14 inclusive, shall have the exclusive use of balcony, to which the said Units provide direct and sole access.

SCHEDULE "G"

**CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A
STANDARD OR LEASE HOLD CONDOMINIUM CORPORATION)**

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

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

1. ☐ The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
 2. ☐ Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
 3. ☐ Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
 4. ☐ All underground garages have walls and floor assemblies in place.
- OR
- ☐ There are no underground garages.
 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.
- OR
- ☐ There are no elevating devices as defined in the *Elevating Devices Act* 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.
- OR
- ☐ There are no installations with respect to the provision of air conditioning.
 9. ☒ All installations with respect to the provision of electricity are in place.
 10. ☐ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.
- OR
- ☐ 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 28 day of FEB, 2007.

Name: WESIM FARAJ, P.ENG.
Title: Professional Engineer
PE-01-016 REG. ENG.

1-22-0007790-00000000-00000000.pdf

SCHEDULE "G"

**CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A
STANDARD OR LEASE HOLD CONDOMINIUM CORPORATION)**

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

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

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.

OR

- ☐ There are no underground garages.
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.

OR

- ☐ There are no elevating devices as defined in the *Elevating Devices Act* 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.

OR

- ☐ There are no installations with respect to the provision of air conditioning.
9. ☐ All installations with respect to the provision of electricity are in place.
10. ☒ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

- ☐ 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 23 day of February, 2007.

Name: Andrew Bigauskas
Title: Architect

Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW
(under Subsection 56(9) of the *Condominium Act, 1998*)

Toronto Standard Condominium Corporation No. 1845 (known as the "**Corporation**") certifies that:

1. The copy of By-law No. 1 attached as Schedule "A" is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 18th day of April, 2007.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1845**

Per: 

Name: Robert Yanowski

Title: President

Per: 

Name: Glenn Farber

Title: Secretary

We have the authority to bind the Corporation.

SCHEDULE "A"

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1845

BY-LAW NO. ONE

BE IT ENACTED as a by-law of Toronto Standard Condominium Corporation No. 1845 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I - DEFINITIONS

- 1.1 In addition to those words, terms and/or phrases specifically defined in this by-law, the words, terms and/or phrases used herein which are defined in the *Condominium Act, 1998, S.O. 1998, C.19* as amended and the regulations made thereunder (hereinafter referred to as the "Act") and in the declaration of the Corporation (hereinafter referred to as the "Declaration") shall have ascribed to them the meanings set out in the Act or the Declaration, unless the context requires otherwise.

ARTICLE II - SEAL

- 2.1 The corporate seal of the Corporation shall be in the form impressed hereon. Notwithstanding that the Corporation has a seal, any document that would otherwise require a seal need not be executed under seal, provided the statement "I/we have the authority to bind the Corporation" is noted below the signature(s) of the person(s) duly authorized to sign the document and such a document has the same effect for all purposes as if executed under seal.

ARTICLE III - RECORDS

- 3.1 The Corporation shall keep and maintain all records required by section 55 of the Act, including the following records (hereinafter called the "Records"):
- (a) the financial records of the Corporation for at least six (6) years from the end of the last fiscal period to which they relate;
 - (b) a minute book containing the minutes of owners' meetings and the minutes of board meetings;
 - (c) a copy of the registered Declaration, registered by-laws and current rules;
 - (d) a copy of all applications made under section 109 of the Act to amend the Declaration, if applicable;
 - (e) the seal of the Corporation;
 - (f) copies of all agreements entered into by the Corporation or by the Declarant or the Declarant's representatives on behalf of the Corporation, including all management contracts, deeds, leases, licences, easements and any agreements entered into pursuant to Section 98 of the Act;
 - (g) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;
 - (h) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;
 - (i) the names and addresses for service of each owner and mortgagee that the Corporation receives, in writing, from owners and mortgagees in accordance with subsection 47(1) of the Act;
 - (j) all written notices received by the Corporation from owners that their respective units have been leased together with the lessee's name, the owner's address, a

copy of the lease or renewal or a summary of same, pursuant to subsection 83(1) of the Act;

- (k) all written notices received by the Corporation from owners that a lease of the owner's unit has terminated and has not been renewed pursuant to subsection 83(2) of the Act;
- (l) all records that the Corporation has related to the units or to employees of the Corporation;
- (m) all existing warranties and guarantees for all equipment, fixtures and chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser;
- (n) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
- (o) the as-built specifications indicating all substantive changes, if any, from the original specifications;
- (p) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio or other communication services;
- (q) all other existing plans and information that are relevant to the repair or maintenance of the property;
- (r) if the property of the Corporation is subject to the *Ontario New Home Warranties Plan Act* an executed copy of Form 3 prescribed by section 37 of Ontario Regulation 49/01 and a copy of all final reports on inspections that the Ontario New Home Warranty Program requires to be carried out on the common elements;
- (s) a table that the Declarant has delivered pursuant to clause 43(5)(g) of the Act setting out the responsibilities for repair after damage and maintenance, and indicating whether the Corporation or the owners are responsible;
- (t) a copy of the schedule that the Declarant has delivered pursuant to clause 43(5)(h) of the Act, setting out what constitutes a standard unit for each class of unit that the Declarant specifies, for the purpose of determining the responsibility for repairing improvements after damage and insuring them;
- (u) all reserve fund studies and all plans to increase the reserve fund;
- (v) a copy of the most current disclosure statement delivered by the Declarant to a purchaser prior the turnover meeting;
- (w) a copy of the written technical audit report received by the Corporation;
- (x) a copy of any order appointing an inspector or administrator, if applicable, pursuant to section 130 or 131 of the Act, together with any report that the Corporation receives from an inspector in accordance with subsection 130(4) of the Act;
- (y) a copy of all status certificates issued within the previous ten (10) years;
- (z) a copy of all notices of meetings sent by or on behalf of the Corporation within the previous ten (10) years;
- (aa) all proxies, for not more than ninety (90) days from the date of the meeting at which the proxies were utilized;
- (bb) a copy of all notices of lien issued by the Corporation to delinquent owners pursuant to subsection 85(4) of the Act, in respect of which the corresponding certificates of lien have not been discharged or vacated by court order;

- (cc) all records relating to actual or pending litigation (or insurance investigations) involving the Corporation [as contemplated in clause 55(4)(b) of the Act], together with copies of all outstanding judgements against the Corporation [as contemplated in clause 76(1)(h) of the Act];
- (dd) a copy of the budget of the Corporation for the current fiscal year, together with the last annual audited financial statements and auditor's report on such statements;
- (ee) a copy of all minutes of settlement and/or written decisions made by any mediator or arbitrator appointed pursuant to section 132 of the Act, regarding any issue(s) in dispute involving the Corporation (or to which the Corporation is a party), together with copies of all court orders issued in those circumstances where the Corporation was a party to the proceeding or otherwise directly affected thereby; and
- (ff) all other records as may be prescribed or specified in any other by-laws of the Corporation, together with copies of all other materials received by the Corporation that the regulations to the Act may hereafter require the Declarant to deliver on or shortly after the turnover meeting [as contemplated in clause 43(5)(m) of the Act].

ARTICLE IV - THE CORPORATION

4.1 Duties of the Corporation

The duties of the Corporation shall include, but shall not be limited to the following:

- (a) the operation, care, upkeep, maintenance and repair of the common elements and repair of units when an owner fails to repair as provided for in the Act and in the Declaration;
- (b) the collection of contributions toward common expenses from the owners;
- (c) the arranging for the supply of all requisite utility services to the common elements and units (unless separately metered) except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. The Corporation shall not be liable for indirect or consequential damage or for damages for personal discomfort or illness by reason of the breach of such duty;
- (d) the obtaining and maintaining of insurance for the property as may be required by the Act, the Declaration or the By-laws;
- (e) the retention of legal counsel to prepare, register and discharge, following payment, certificates of lien for arrears of payment of common expenses;
- (f) the preparation and delivery of status certificates as required by the Act;
- (g) the preparation of a yearly budget;
- (h) the supervision of all public or private service companies which enter upon the common elements for the purpose of supplying, installing, replacing and servicing their systems;
- (i) the obtaining and maintaining of fidelity bonds for any person dealing with Corporation monies and in such amounts as the board may deem reasonable;
- (j) the purchase and maintenance of insurance for the benefit of all directors and officers in respect of anything done or permitted to be done by them in respect of the execution of the duties of their offices except insurance against a liability, cost, charge or expense of any of such directors or officers incurred as a result of a contravention of any of the duties imposed upon him or her pursuant to the Act;

- (k) the preparation and maintenance of the records to be kept by the Corporation in accordance with Article III hereof;
- (l) the calling and holding of meetings and the delivery of notices, as required;
- (m) the consistent and timely enforcement of the provisions of the Act, the Declaration, the By-laws and the rules of the Corporation; and
- (n) the establishing and maintaining of adequate reserve funds for the major repair or replacement of the common elements and of the assets of the Corporation in accordance with the Act.

4.2 Powers of the Corporation

The powers of the Corporation shall include, but shall not be limited to the following:

- (a) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) the investment of reserve monies held by the Corporation in accordance with the Act;
- (c) the settling, adjusting or referring to mediation and/or arbitration of any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (d) entering into the following agreements as required from time to time:
 - (i) a management agreement with an individual or corporation to manage the affairs and assets of the corporation at such compensation and upon such terms as the board may determine in its sole discretion;
 - (ii) an insurance trust agreement with an insurance trustee as permitted by the Act at such compensation and upon such terms as the board may determine in its sole discretion;
 - (iii) an agreement required by the supplier of any utility or service to the Corporation upon such terms as the board may determine in its sole discretion; and
 - (iv) any other agreements which may be permitted by the Act and the Declaration and which are deemed advisable, desirable or necessary by the board;
- (e) the authority to object to assessments under the *Assessment Act* on behalf of owners if it gives notice of the objections to the owners and to authorize the defraying of costs of objections out of the common expenses;
- (f) the borrowing of such amounts in any fiscal year as the board determines are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, Declaration and by-laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation, subject in each case to approval of each such borrowing, loan or security by a majority vote of the owners at a meeting duly called for that purpose or as required by the Act, provided however, the board may maintain over draft protection, in its general account, in an amount not exceeding one-twelfth (1/12) of the Corporation's current budget without requiring the approval of the Owners;
- (g) leasing any part of the non-exclusive use common elements, or granting or transferring any easement, right-of-way or license over, upon, under or through (or otherwise affecting) any part or parts of the common elements, and/or releasing and abandoning any appurtenant easement(s) or right(s)-of-way heretofore or hereafter granted to (or created in favour of) the Corporation, in respect of any servient tenement burdened or encumbered thereby, on the express

understanding that to the extent that subsection 21(1) of the Act requires a by-law to authorize such a lease, licence, easement or right of way, or such a release and abandonment of easement, then this by-law shall accordingly be deemed and construed for all such purposes to be (and constitute) the by-law providing the board with the requisite authority to enter into any such lease, licence, easement or right of way, or any such release and abandonment of easement, and any such lease, licence, easement, right of way or release of easement may be executed on behalf of the Corporation by the authorized signing officer(s) of the Corporation, with or without the seal of the Corporation affixed thereto, and same shall be valid and binding on the Corporation without requiring the consent or concurrence of (or the written authorization or signature of) any unit owner(s) thereto;

ARTICLE V - MEETINGS OF OWNERS

5.1 Annual Meeting:

The annual meeting of owners shall be held within six (6) months following the Corporation's fiscal year end at such place and on such day and time in each year as the board may from time to time determine for the purpose of receiving reports and statements required by the Act, the Declaration and By-laws of the Corporation, electing directors, appointing the auditor and fixing or authorizing the board to fix the auditor's remuneration, and for the transaction of such other business as may be set out in the notice of meeting.

5.2 The First Annual General Meeting:

Pursuant to subsection 45(2) of the Act, the board shall hold the first annual general meeting of owners not more than three (3) months after the registration of the Declaration, and subsequently within six (6) months of the end of each fiscal year of the Corporation. The owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual meeting, and if the owners fail to do so, the board shall forthwith make such appointment. The remuneration of an auditor shall be fixed by the owners (if the auditor is appointed by the owners), or fixed by the board (if authorized to do so by the owners, or if the auditor is appointed directly by the board). The Corporation shall then give notice in writing to an auditor of his or her appointment forthwith after such appointment is made.

5.3 Special Meetings:

The board shall, upon receipt of a requisition in writing made by owners who together own not less than fifteen (15%) per cent of the units, call and hold a meeting of the owners within thirty-five (35) days of the receipt of the requisition or if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the requisitioned meeting to the agenda for the next annual general meeting. If the meeting is not called and held within thirty-five (35) days of receipt of the requisition, any of the requisitionists may call the meeting, which meeting shall be held within forty-five (45) days of the day on which the meeting is called. The board may at any time call a special meeting of the owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.

5.4 Notices:

At least fifteen (15) days written notice of every meeting specifying the place, the date, the hour and the nature of the business to be presented shall be given to the auditor of the Corporation and to each owner and mortgagee entitled to vote and entered on the record twenty (20) days before the date of the meeting in accordance with subsection 47(5) and 70(2) of the Act. The Corporation shall not be obligated to give notice to any Owner who has not notified the Corporation that he/she has become an Owner nor give notice to any mortgagee who has not notified the Corporation of his/her entitlement to vote and address for service.

5.5 Reports:

A copy of the financial statement and a copy of the auditors report shall be furnished to every owner and mortgagee entered on the record at least twenty (20) days before the date of any annual general meeting of Owners. A copy of the minutes of meetings of owners and of the board, shall be furnished to any owner or mortgagee who has requested same, within thirty (30) days of such request upon payment to the Corporation of a reasonable charge for labour and photocopying.

5.6 Persons Entitled to Be Present:

The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Record, and any others entitled to vote thereat, the auditor of the Corporation, the directors and officers of the Corporation, a representative of the property manager, and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the Declaration and By-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the chairperson of the meeting or with the consent of the meeting.

5.7 Quorum:

At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than twenty-five (25%) percent of the units are present in person or represented by proxy. If thirty minutes after the time appointed for the holding of any meeting of owners, a quorum is not present, the meeting shall stand adjourned and if the meeting was an annual general meeting, the board shall call a further meeting of the owners in accordance with the Act.

5.8 Right to Vote:

Subject to the restrictions in paragraphs 5.11 and 5.13 of this Article V, every owner of a unit that has the right to vote in accordance with the Act shall be entitled to vote who is entered on the Record as an owner or has given notice to the Corporation, in a form satisfactory to the Chairperson of the meeting that he/she is an owner. If a unit has been mortgaged, and the person who mortgaged such unit (or his/her proxy) has expressly authorized or empowered the mortgagee to vote and exercise the right of the owner to vote in respect of such unit and such mortgagee has, at least four (4) days before the date specified in the notice of meeting, notified the owner and the Corporation of his/her intention to exercise such right, such mortgagee shall be entitled to vote upon filing with the Secretary of the meeting sufficient proof of same. Any dispute over the right to vote shall be resolved by the chairperson of the meeting upon such evidence as the chairperson may deem sufficient. Each owner or mortgagee shall be entitled to only one (1) vote per unit.

5.9 Conduct of Meetings and Method of Voting:

At any meeting of owners, the president of the Corporation (or to whomever the president may delegate the responsibility) or failing him/her, the vice-president, or failing him/her, some other person appointed by the board or failing such appointment, such other person elected at the meeting shall act as chairperson of the meeting and the secretary of the Corporation shall act as secretary of the meeting or, failing him/her, the chairperson shall appoint a secretary. Any question shall be decided by a show of hands unless a poll is required by the chairperson or is demanded by an owner or mortgagee present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the chairperson that the vote upon the question has been carried, or carried by a particular majority, or not carried, is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the election of directors shall be by ballot only, other than in the case of acclamation. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken in such manner as the chairperson shall direct.

5.10 Representatives:

An estate trustee, committee of a mentally incompetent person, or the guardian or trustee of an owner or mortgagee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary sufficient proof of his/her appointment, shall represent the owner or mortgagee at all meetings of the owners, and may vote in the same manner and to the same extent as such owner or mortgagee. If there be more than one estate trustee, committee, guardian or trustee, the provisions of paragraph 5.11 of this Article V shall apply.

5.11 Co-Owners:

If a unit or a mortgage on a unit is owned by two or more persons, any one of them present or represented by proxy may in the absence of the other or others vote, but if more than one of them are present or represented by proxy, the majority of the owners of the unit shall decide how the vote is exercised.

5.12 Votes to Govern:

At all meetings of owners every question shall, unless otherwise required by the Act, Declaration or By-laws be decided by a majority of the votes duly cast on the question.

5.13 Entitlement to Vote:

Save and except in those instances where the Act provides or stipulates that the unanimous vote of all owners is required on any matter, issue, resolution or motion, an owner or mortgagee is not entitled to vote at any meeting if any common expenses or other monetary contributions that are payable in respect of the owner's or mortgagee's unit are in arrears for more than thirty (30) days prior to the meeting, provided however that such an owner or mortgagee may nevertheless vote if the Corporation receives payment, by way of a certified cheque, of all the arrears (and all other costs and expenses owing to the Corporation) before the meeting is held.

5.14 Proxies:

Every owner or mortgagee entitled to vote at any meeting of the owners may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting, in the same manner, to the same extent and with the same power, as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointor or his/her attorney authorized in writing, and shall be effective for a particular meeting only. The instrument appointing a proxy shall be deposited with the secretary prior to the start of the meeting.

5.15 Minutes:

While the Corporation may produce, circulate and/or maintain minutes of any meeting that contain a more detailed narrative description of the proceedings at any meeting of Owners, the Corporation shall prepare, circulate and maintain a minute record of each meeting which records the following, and only the following, information:

- (a) the date, time and place of the meeting;
- (b) those present in person and by proxy at the meeting;
- (c) the identity and method of appointment of the Chair and the Secretary of the meeting;
- (d) confirmation of the due calling of the meeting;
- (e) confirmation of a quorum;
- (f) the disposition of each agenda item, including a record of the mover, seconder (where necessary) and disposition of every motion made and vote held pursuant to the agenda;

- (g) a record of the mover, seconder (where necessary) and disposition of every other motion made at the meeting;
- (h) a record (by brief description only) of any matter raised or discussed in addition to agenda items;
- (i) adjournment of the meeting; and
- (j) certification of the Secretary and Chair of the meeting.

ARTICLE VI - BOARD OF DIRECTORS

6.1 The Corporation:

The affairs of the Corporation shall be managed by a board of directors.

6.2 Number of Directors and Quorum:

The number of directors shall be three (3) of whom two (2) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

6.3 Qualifications:

Each director shall be 18 or more years of age and need not be an owner of a unit in the Corporation. No undischarged, bankrupt or mentally incompetent person shall be a director and if a director becomes a bankrupt or mentally incompetent person, he thereupon ceases to be a director. A director immediately ceases to be a director if a certificate of lien has been registered against a unit owned by the director and the director does not obtain a discharge of the lien within ninety (90) days of the registration of the lien.

6.4 Consent: No election or appointment of a person as a director shall be effective unless:

- (a) he/she consents in writing to act as a director before his/her election or appointment or within ten (10) days thereafter; or
- (b) he/she was present at the meeting when he/she was elected or appointed and did not refuse at that meeting to act as a director.

6.5 Election and Term:

- (a) The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the turnover meeting held pursuant to Section 43 of the Act, one (1) director shall be elected to hold office for a term of one (1) year; one (1) director shall be elected to hold office for a term of two (2) years; and one (1) director shall be elected to hold office for a term of three (3) years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the director or directors receiving the greater number of votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.
- (b) If at least fifteen (15%) percent of the units are owner occupied (as defined in subsection 51(5) of the Act), no persons other than the owners of owner-occupied units may elect a person to one of the positions on the board. If fifteen (15%) percent of the units are owner-occupied at the turnover meeting, the position on the board to be elected by owners of owner-occupied units shall be the director elected for the one (1) year term and thereafter when that position becomes vacant (either because of resignation or the term has expired) the director for that

position shall be voted upon only by the owners of owner-occupied units. If at least fifteen (15%) percent of the units are not owner-occupied at the turnover meeting, but in any subsequent year more than fifteen (15%) percent of the units become owner-occupied, the position of a director whose terms expires in that year shall be designated the director to be elected by owners of owner-occupied units and thereafter when that position becomes vacant (either because of resignation or the term has expired), the director for that position shall be voted upon only by the owner of owner-occupied units.

6.6 Filling of Vacancies and Removal of Directors:

- (a) If a vacancy in the membership of the board occurs, other than by way of removal by the owners or as a result of the number of directors being increased, subject to subparagraph (c) of this paragraph 6, the majority of the remaining members of the board may appoint any person qualified to be a member of the board to fill the vacancy until the next annual meeting at which time the vacancy shall be filled by election of the owners.
- (b) Where the number of directors is increased, the vacancies resulting from such increase shall be filled only by election at such meeting of the owners and the director(s) so elected shall not act until the by-law increasing the number of directors is registered.
- (c) When there is not a quorum of directors in office, the director(s) then in office shall forthwith call a meeting of owners to fill the vacancies and, in default or if there are no directors then in office, the meeting may be called by an owner.
- (d) Any director may be removed before the expiration of his term by a vote of owners who together own a majority of the units and the owners may elect, in accordance with the by-laws dealing with the election of directors, any person qualified to be a member of the board for the remainder of the term of the director removed provided the director elected by owners of owner-occupied units may only be removed by a vote of the owners of owner-occupied units in accordance with the Act.

6.7 Calling of Meetings:

Meetings of the board shall be held from time to time at such place and at such time and on such day as the President or any two directors may determine, and the Secretary shall call meetings when authorized by them. Notice of any meeting so called shall be delivered personally, by prepaid mail, courier delivery or electronic communication to each director addressed to him at his latest address, entered on the Record of the Corporation not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting, or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

6.8 Regular Meetings:

The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing a place and time of regular meetings of the board shall be given to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

6.9 Teleconference:

A meeting of the board may be held or convened by way of teleconference, or any other form of communication system that allows all of the directors to participate concurrently and to communicate with each other simultaneously and instantaneously, provided that all of the directors participating in a meeting held or convened by such means have consented thereto, and a director so participating in any such meeting held or convened by such means shall be deemed [for the purposes of subsection 35(5) of the Act and this

by-law] to be present at such meeting. The board may, by resolution signed by all the directors, provide their consent, in advance, to have meetings of the board conducted in the manner contemplated herein, without the necessity of requiring new consents prior to each and every meeting, provided that such resolution (and the standing consent referred to therein) shall be automatically rendered ineffective from and after (but not prior to) the delivery to the board by any director of a written notice revoking his or her consent to such resolution.

6.10 First Meeting of New Board:

The board may without notice hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the appointment of the directors of the first board provided a quorum of directors be present.

6.11 Conflict of Interest:

A director shall not be disqualified by reason of his office from contracting with the Corporation. Subject to the provisions of the Act, a director shall not by reason only of his office be accountable to the Corporation or to its owners for any profit or gain realized from a contract or transaction in which he has an interest, and such contract or transaction shall not be voidable by reason only of such interest, provided that the provisions in the Act relating to a declaration of interest have been followed.

6.12 Protection of Directors and Officers:

No director or officer of the Corporation shall be liable for the acts, neglect or default of any other director or officer or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited or for any loss occasioned by an error of judgment or oversight on his part or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his/her office or in relation thereto, unless the same shall happen through his/her own dishonest or fraudulent act or acts.

6.13 Indemnity of Directors and Officers:

Every director and officer of the Corporation and their respective heirs, estate trustees, successors, and other legal personal representatives shall at all times be indemnified and saved harmless by the Corporation from and against:

- (a) any liability and all costs, charges and expenses that the director or officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him or her for or in respect of anything done, permitted to be done, or omitted to be done, by him or her, in respect of the execution of the duties of his or her office; and
- (b) all other costs, charges and expenses that such director or officer sustains or incurs in respect of the affairs of the Corporation;

excluding however all costs, charges and expenses incurred directly or indirectly as a result of such director's or officer's own dishonest or fraudulent act or acts, or through or by such director's or officer's gross negligence, recklessness, wilful blindness or intentional misconduct (with all of the liabilities and costs for which each director and officer shall be indemnified being hereinafter collectively referred to as the "Liabilities"), unless the Act or the by-laws of the Corporation provide otherwise, on the express understanding that:

- (i) no director or officer shall be indemnified by the Corporation in respect of any liabilities, costs, charges and/or expenses that he or she sustains or incurs arising from any action, suit or other proceeding in which such

director or officer is adjudged to be in breach of his or her duty to act honestly and in good faith;

- (ii) the Corporation is advised of any such action, suit or other proceeding (and of all liabilities, costs, charges and expenses in connection therewith) forthwith after the director or officer receives notice thereof or otherwise becomes aware of same; and
- (iii) the Corporation is given the right to join in the defense of any such action, suit or proceeding.

6.14 Insurance:

Subject to the limitations contained in the Act, the Corporation shall purchase and maintain such insurance for the benefit of the directors and officers as the board may from time to time determine.

- 6.15 Standard of Care: Every director and officer shall exercise the powers and discharge the duties of his or her office honestly and in good faith, and shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

- 6.16 Consent of Director at Meeting: A director who is present at a meeting of directors, or committee of directors, is deemed to have consented to any resolution passed at such meeting or to any action taken thereat, unless such director:

- (a) requests that his or her dissent is entered in the minutes of the meeting; or
- (b) delivers a written dissent to the secretary of the meeting before the meeting is terminated.

A director who votes for (or consents to) a resolution is not entitled to dissent under or pursuant to the foregoing provisions hereof.

- 6.17 Deemed Consent of a Director: A director who was not present at a meeting at which a resolution was passed or any action taken is deemed to have consented thereto unless within seven (7) days after becoming aware of the resolution, the director:

- (a) causes his or her dissent to be entered into (or annexed to) the minutes of the meeting; or
- (b) delivers a written dissent to the Corporation, personally or by registered mail.

6.18 Minutes:

While the Corporation may produce, circulate and/or maintain minutes of any meeting that contain a more detailed narrative description of the proceedings at any meeting of Directors, the Corporation shall prepare, circulate and maintain a minute record of each meeting which records the following, and only the following, information:

- (a) the date, time and place of the meeting;
- (b) those present in person and by proxy at the meeting;
- (c) the identity and method of appointment of the Chair and the Secretary of the meeting;
- (d) confirmation of the due calling of the meeting;
- (e) confirmation of a quorum;
- (f) the disposition of each agenda item including confirmation of the moving, seconding (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
- (g) confirmation of the moving, seconding (where necessary) and disposition of every other motion made at the meeting;

- (h) adjournment of the meeting; and
- (i) certification of the Secretary and Chair of the meeting.

ARTICLE VII - OFFICERS

7.1 Elected President:

At the first meeting of the board, after each election of directors and whenever a vacancy in the office occurs, the board shall elect from among its members a President. Until such elections, the then incumbent (if a member of the board) shall hold office.

7.2 Other Elections and Appointments:

The board shall appoint or elect a secretary, a treasurer and such other officers as the board may determine, including one or more assistants to any such officers. The officers so elected may, but need not be, members of the board. One person may hold more than one office.

7.3 Term of Office:

The board may by resolution remove at its pleasure any officer of the Corporation.

7.4 President:

The President, shall, when present unless he/she has delegated the responsibility, preside at all meetings of the owners and of the board, and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.

7.5 Vice-President:

During the absence of the President his/her duties may be performed and his/her powers may be exercised by the Vice-President, or if there are more than one, by the Vice-Presidents, in order of seniority as determined by the board. If a Vice-President exercises any such duty or power the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the board may prescribe.

7.6 General Manager:

The General Manager, if one be appointed, shall have the general management and direction, subject to the authority of the board and the supervision of the President, of the Corporation's business and affairs, and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the board, and to settle the terms of their employment and remuneration. The terms of employment and remuneration of the General Manager appointed by the board shall be settled from time to time by the board.

7.7 Secretary:

The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all other entitled thereto; he/she shall attend all meetings of the directors and owners and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings at such meetings; he/she shall be the custodian of all books, paper, records, documents and other instruments belonging to the Corporation, and he/she shall perform such other duties as may from time to time be prescribed by the board.

7.8 Treasurer:

The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the direction of the board shall control the deposit of money, the safekeeping of securities and the disbursement of funds of the Corporation; he/she shall render to the board whenever required of him/her an account of all his/her transactions as Treasurer, and of the financial position of the Corporation; and he shall perform such other duties as may from time to time be prescribed by the board. The offices of Secretary and Treasurer may be combined.

7.9 Other Officers:

The duties of all other officers of the Corporation shall be as set out in the terms of their employment or as the board further declares. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.

7.10 Agents and Attorneys:

The board shall have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

7.11 Committees

In order to assist the board in managing the affairs of the Corporation, the board may from time to time establish or constitute such advisor committees to advise and make recommendations to the board in connection with any activities undertaken (or under consideration) by the board, including those related to management, budgets, rules and/or any other matters related to the common elements or any facilities, services or amenities (or any portion thereof). The members of such committees shall be appointed by the board to hold office, and may be removed at any time by resolution of the board.

ARTICLE VIII - BANKING ARRANGEMENTS AND CONTRACTS

8.1 Arrangements:

The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the board may designate or appoint from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by such one or more officers or other persons as the board may designate, direct or authorize from time to time by resolution and, to the extent therein provided, including without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such bank to do any act or thing on the Corporation's behalf to facilitate such banking business.

8.2 Execution of Instruments:

Subject to the provisions of the Act, and subject to the provisions of any other by-law(s) of the Corporation specifically designating the person or persons authorized to execute any type or class of documents on behalf of the Corporation, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by any two directors of the Corporation. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. The manager of the Corporation, any two members of the board, or the Corporation's solicitor, may execute a certificate of lien or discharge thereof. Subject to the provisions

of the Act and the Declaration, but notwithstanding any provisions to the contrary contained herein or in any other by-laws of the Corporation, the board may at any time (and from time to time) by resolution direct the manner in which, and the person or persons by whom, any particular deed, transfer, assignment, contract, cheque or obligation, or any class of deeds, transfers, assignments, contracts, cheques or obligations of the Corporation may or shall be signed.

8.3 No Seal

Despite anything contained in this by-law to the contrary, any document or instrument that would otherwise require a seal need not be executed under the seal of the Corporation, provided that same has been duly executed by the person or persons expressly authorized and empowered to execute same on behalf of the Corporation, nor shall any such document or instrument be duly witnessed, in order to be valid, effective and binding upon the Corporation, provided that the name of the signatory, his or her office in the Corporation, and the phrase "I/We have the authority to bind the Corporation" are clearly set out below the signature(s) of the person(s) expressly authorized and empowered to execute same on behalf of the Corporation, and any such duly executed document or instrument shall have the same validity and binding effect on the Corporation (for all purposes) as if same had been duly executed under the seal of the Corporation.

8.4 Execution of Status Certificates:

Status certificates may be signed by any officer or any director of the Corporation provided that the board may by resolution direct the manner in which, and the person by whom, such certificates may or shall be signed from time to time.

ARTICLE IX - FINANCIAL YEAR END

9.1 Financial Year End:

The financial year end of the Corporation shall end on the last day of the month preceding the month in which the declaration and description creating the Corporation were registered, in each year, or on such other day as the board by resolution may determine.

ARTICLE X - NOTICE

10.1 Method of Giving Notices

Except as otherwise specifically provided in the Act, the Declaration, this by-law, or any other by-law(s) of the Corporation hereafter enacted, any notice(s), communication(s) or other document(s), including budgets and notices of assessment required to be given, served or delivered shall be sufficiently given or served if given in accordance with the following provisions:

- (a) to an owner: [who has notified the Corporation in writing of his or her ownership interest in any unit, and of his or her name and address for service], by giving same to such owner (or to any director or officer of such owner, if the owner is a corporation) either:
 - (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such owner at the address for service given by such owner to the Corporation; or
 - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the owner agrees in writing that the party giving the notice may do so in this manner); or
 - (iii) delivered at the owner's unit or at the mail box for the owner's unit, unless:

- (A) the party giving the notice has received a written request from the owner that the notice not be given in this manner; or
 - (B) the address for service that appears in the Records is not the address of the unit of the owner.
- (b) to a mortgagee [who has notified the Corporation in writing of his or her interest as mortgagee in any unit, and of his or her name and address for service, and of his or her right under the terms of the mortgage to vote at a meeting of owners (or to consent in writing) in the place and stead of the mortgagor/ unit owner], by giving same to such mortgagee (or to any director or officer of such mortgagee, if the mortgagee is a corporation) either:
- (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation; or
 - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the mortgagee agrees in writing that the party giving the notice may do so in this manner).
- (c) to the Corporation by giving same personally to any director or officer of the Corporation, or by courier or by registered mail, postage prepaid, addressed to the Corporation at its address for service as set out in the Declaration, or as changed in accordance with the requirements of the Act;

10.2 Receipt of Notice

If any notice is mailed as aforesaid, then such notice shall be deemed to have been received (and to be effective) on the second (2nd) day following the day on which same was mailed. If any notice is delivered personally, by courier, or by facsimile transmission or by any other method of electronic communication, then such notice shall be deemed to have been received (and to be effective) on the next day following the day on which same was personally delivered, couriered, telefaxed, or sent by any other method of electronic communication, as the case may be.

10.3 Omissions and Errors

Except as may otherwise be provided in accordance with the Act, the accidental omission to give any notice to anyone entitled thereto, or the non-receipt of such notice, or any error in any notice not affecting the substance thereof, shall not invalidate any action taken at any meeting of owners or directors held pursuant to such notice or otherwise founded thereon.

ARTICLE XI - ASSESSMENT AND COLLECTION OF COMMON EXPENSES

11.1 Duties of the Board:

All expenses, charges and costs of maintenance of the common elements and any other expenses, charges or costs which the board may incur or expend pursuant hereto shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The board shall from time to time, and at least annually, prepare a budget for the property and determine by estimate, the amount of common expenses for the next ensuing fiscal year, or remainder of the current fiscal year, as the case may be, which shall include provision for a reserve fund as required by the Act. The board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which common expenses are based to all owners and mortgagees entered in the Record.

11.2 Owner's Obligations:

Each owner shall pay to the Corporation the amount of such assessment in equal monthly payments on the first day of each and every month next following notice of such assessment by way of twelve (12) postdated cheques or execution of pre-authorized payment plan, until such time as a new assessment has been provided to such owner.

11.3 Extraordinary Expenditures:

In addition to the annual assessment, extraordinary expenditures not contemplated in the foregoing budget and for which the board shall not have sufficient funds, may be assessed at any time during the year by the board serving notice of such assessment on all owners, as an additional common expense. The notice shall include a written statement setting out the reasons for the assessment. The assessment shall be payable by each owner within ten (10) days after the delivery thereof to him, or within such further period of time or in such installments as the board may determine.

11.4 Default in Payment of Assessment:

- (a) Arrears of payments required to be made under the provisions of this article shall bear interest at a rate determined by the board from time to time and in default of such determination shall bear interest at the rate of eighteen (18%) per cent per annum and shall be compounded monthly until paid.
- (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against him/her for a period of fifteen (15) days, the board may retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount due all costs of such solicitor as between a solicitor and his/her own client and such costs may be collectible against the defaulting owner in the same manner as common expenses.
- (c) The board when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit who has requested that such notices be sent to him/her.

ARTICLE XII - LIABILITY FOR COSTS

12.1 Abatement and Restraint of Violations by Unit Owners and Liability for Costs:

The owner of a unit is responsible for any cost incurred to repair:

- (a) damage to the common elements or other units that may have been caused by either the Owner's use or his/her residents or their visitors use of same; and
- (b) damage to the common elements that has been caused by the deliberate or negligent conduct of any owner, resident or their invited guests.

In those cases where it has been determined that the responsibility for payment of the cost to repair is that of the unit owner, or where an owner requests to repair a common element him/herself, the board of directors shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the board, shall be based on a minimum of two (2) bids, the method of repair, the meeting of standards of uniformity and consideration of the convenience of the owner(s) involved.

12.2 Additional Rights of Corporation:

The violation of any provisions of the Act, the Declaration, the By-laws, and/or the rules adopted by the board of directors, shall give the board the right, in addition to any other rights set forth in these by-laws:

- (a) to enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any

structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the board shall not thereby be deemed guilty in any manner of trespass; or

- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, an application for an order for compliance by implementing such proceedings as provided for in Part IX of the Act.

12.3 Insurance Deductible:

Pursuant to subsections 105(2) and (3) of the Act, where any insurance policy obtained or maintained by the Corporation contains a deductible clause that limits the amount payable by the insurer, then the portion of any loss that is excluded from coverage shall be deemed a common expense, provided however that if an owner, tenant or any other person residing in the owner's unit with the permission or knowledge of the owner, by or through any 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, together with all costs and expenses incurred by the Corporation (either directly or indirectly) in resolving such claim and/or having such damage fully rectified (including the increase in insurance premiums, if any, charged or levied against the Corporation by its insurer as a result of such claim or damage, together with all legal costs incurred by the Corporation on a solicitor and client basis), and shall be recoverable from such owner in the same manner (and upon the same terms) as unpaid common expenses.

ARTICLE XIII - PROCEDURES FOR MEDIATING DISPUTES

13.1 Mediation Procedures

For the purposes of complying with sections 125 and 132 of the Act (if and where applicable), the procedure with respect to the mediation of disputes or disagreements between the Corporation and any owner(s) shall be conducted in accordance with the rules of procedure for the conduct of mediation attached hereto as Appendix "A".

ARTICLE XIV - MISCELLANEOUS

14.1 Invalidity:

The invalidity of any part of this by-law shall not impair or affect in any manner the validity, enforceability or effect of the balance thereof.

14.2 Gender:

The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.

14.3 Waiver:

No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

14.4 Headings:

The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience of reference only.

14.5 Alterations:


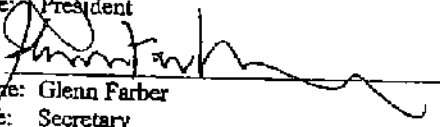
This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.

14.6 Conflicts:

In the case of a conflict between the provisions of the Act and any provision in the Declaration, By-laws or Rules, the Act shall prevail. In the case of a conflict between the provisions in the Declaration and any provision in the By-laws or Rules, the Declaration shall prevail. In the event the provisions of the Act or in the Declaration are silent the provisions of the By-laws shall prevail.

DATED at Toronto this 18th day of April, 2007.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1845**

Per: 
 Name: Robert Yanowski
 Title: President
 Per: 
 Name: Glenn Farber
 Title: Secretary

I/We have the authority to bind the Corporation.

APPENDIX "A" TO BY-LAW #1

ARTICLE 1 - PRE-MEDIATION PROCEEDINGS

Prior to submitting a dispute on any question or matter to a mediator appointed by the parties in accordance with Section 132 of the *Condominium Act, 1998* as set forth below, and within fourteen (14) days of the dispute first arising, the unit owner (or unit owners) and the board of directors shall meet on at least one occasion, and shall use their best efforts to resolve the question or matter in dispute through good faith negotiations conducted at such meeting and, if the parties are able to agree upon the selection of a neutral person who may be and include the Corporation's property manager and/or a highly regarded member of the community, the meeting shall include such neutral person(s), all acting with a view to securing a resolution of the question or matter in dispute without further proceedings, including the conduct of mediation with the assistance of an outside mediator.

If one of the parties to the question or matter in dispute is unable or unwilling to participate in the initial meeting described in the preceding paragraph, then either party to the dispute may within 5 business days give written notice to the other that it is submitting the question or matter in dispute to the mediation and arbitration procedures set forth below.

If the parties, having met and used their best efforts to resolve the question or matter in dispute through good faith negotiation, have been unable to resolve the question or matter in dispute, then either party may, thereafter, give notice to the other that it is submitting the question or matter in dispute to mediation.

ARTICLE 2 - MEDIATION

Within 30 days following the giving of notice by one party to the other party or parties as set forth above, the question or matter in dispute shall be settled, initially, by mediation proceedings in accordance with Section 132 of the *Condominium Act, 1998*.

Selection and Role of the Mediator:

The party serving notice of mediation shall set forth in the notice to the other party the names, qualification and experience of two or more mediators from whom the other party may select one, or alternatively, may furnish to the first party its own list of two or more persons qualified to act as a mediator, and within 7 days thereafter, the parties shall communicate directly with one another to select a mediator. If the parties are unable to agree upon the selection of a mediator within 7 days, or within such longer period of time as may be agreeable to the parties, then the parties shall apply to the Ontario Court of Justice, whose decision in the appointment of a qualified mediator for this purpose shall be final and binding upon the parties.

The mediator selected by the parties or, failing their agreement, appointed by the Ontario Court of Justice, shall not have had any current or past relationship of any kind with any of the parties that might otherwise give rise to justifiable doubts as to his or her impartiality or independence in assuming a neutral role as a mediator to assist the parties in the resolution of their dispute.

The mediator's role is to assist the parties to negotiate a resolution of their dispute. The mediator will not make decisions for the parties about how the matter should or must be resolved.

Party Confidentiality:

The parties to the question or matter in dispute acknowledge that mediation is a confidential settlement process, and that they are participating in the process with the understanding that anything discussed in the mediation cannot be used in any other proceeding.

Pre-mediation information:

Each of the parties shall provide to the mediator a brief description of the dispute in writing in order to facilitate a more complete understanding of the controversy and the issues to be mediated not less than two (2) days prior to the first mediation session, which date the mediator shall have authority to establish at the earliest possible and convenient date to the parties.

Authority to Settle:

The parties or those representing them at the mediation shall have full, unqualified authority to settle the controversy.

Mediator Confidentiality:

The mediator shall not disclose to anyone who is not a party to the mediation anything said or any materials submitted to the mediator except when ordered to do so by judicial authority or where required to do so by law.

Legal Representation:

The parties may seek legal representation or advice prior to or during the mediation. They may have lawyers present at the mediation, if they so desire. If the mediator selected by the parties is a qualified lawyer, he or she will not provide legal representation or legal advice to any party at any time, and the mediator has no duty to assert or protect the legal rights and responsibilities of any party, or to raise any issue not raised by the parties themselves, or to determine who should participate in the mediation.

Right to Withdraw:

In accordance with Section 132 of the *Condominium Act, 1998*, it is mandatory that each party to the dispute attend the initial mediation session. Prior to such attendance, each party shall provide the mediator with a brief description of the dispute in writing. Subject to the foregoing requirements, each party shall be entitled to withdraw at and from the initial mediation session.

Costs of the Mediation:

In accordance with Section 132 of the *Condominium Act, 1998*, each party shall pay the share of the mediator's fees and expenses that the settlement specifies, if a settlement is obtained, or the mediator specifies in the notice stating that the mediation has failed, if the mediation fails.

Notice and Report:

In the event that the parties are unable, with the assistance of the mediator, to settle their dispute, the mediator shall deliver a notice to the parties stating that the mediation has failed, and the parties shall thereafter resolve their dispute by arbitration under the *Arbitration Act, 1991* and in the manner set forth below.

Settlement:

In accordance with Section 132 of the *Condominium Act, 1998*, upon obtaining a settlement between the parties with respect to the disagreement submitted to mediation, the mediator shall make a written report of the settlement which shall form part of the agreement or matter that was the subject of the mediation.

Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW
(under Subsection 56(9) of the *Condominium Act, 1998*)

Toronto Standard Condominium Corporation No. 1845 (known as the "Corporation") certifies that:

1. The copy of By-law No. 2 attached as Schedule "A" is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 18th day of April, 2007.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1845**

Per: 

Name: Robert Yanowski

Title: President

Per: 

Name: Glenn Farber

Title: Secretary

We have the authority to bind the Corporation.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1845**

BY-LAW NO. 2

WHEREAS Laudervest Developments Limited (the "Declarant") entered into an Agreement (the "Shared Facilities Agreement") with Toronto Standard Condominium Corporation No. 1770 for the purposes of providing for the mutual use, maintenance, repair, replacement and cost sharing of various shared facilities for the mutual benefit of the parties, which Shared Facilities Agreement was registered on the 12th day of June, 2006 as Instrument No. AT1195874 and as amended by Instrument No. AT1391390.

AND WHEREAS the Corporation has agreed to assume the obligations and liabilities of the Declarant as set out in the Shared Facilities Agreement;


BE IT ENACTED as a By-law of Toronto Standard Condominium Corporation No. 1845 (the "Corporation") as follows:

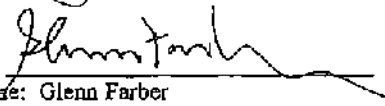
1. The Corporation assumes the obligations of Declarant in the Shared Facilities Agreement and the any amendments thereto (as defined therein) and enter into an Assumption Agreement substantially in the form annexed hereto as Schedule "A" (the "Assumption Agreement") to formally assume all of the terms, provisions, benefits and obligations of the Declarant with respect to the Corporation's property.
2. The Corporation does hereby confirm that all terms, provisions and conditions contained in the Shared Facilities Agreement including all covenants and obligations of the Corporation are hereby authorized, ratified, sanctioned and confirmed.
3. The President or Secretary be and is hereby authorized to execute on behalf of the Corporation, the Assumption Agreement and the Shared Facilities Agreement, together with all other documents as may be necessary to more effectively carry out the intent of this By-law.

The foregoing By-law is hereby enacted as By-law No. 2 of the Corporation.

DATED at Toronto, this 18th day of April, 2007.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1845**

Per: 
Name: Robert Yanowski
Title: President

Per: 
Name: Glenn Farber
Title: Secretary

I/We have the authority to bind the Corporation.

**SCHEDULE "A" TO BY-LAW NO. 2
ASSUMPTION AGREEMENT**

THIS AGREEMENT made the 18th day of April, 2007.

B E T W E E N:

LAUDERVEST DEVELOPMENTS LIMITED
(hereinafter called "Declarant")

OF THE FIRST PART;

- and -

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1845**
(hereinafter called the "Condominium Corporation")

OF THE SECOND PART.

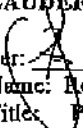
WHEREAS the Declarant entered into a shared facilities agreement with Toronto Standard Condominium Corporation No. 1770 notice of which was registered in the Land Titles Division of the Toronto Registry Office (No. 66) on the 12th day of July, 2006, as Instrument No. AT1195874 as amended by Instrument No. AT1391390 (the "Shared Facilities Agreement");

AND WHEREAS the parties hereto agree that the Condominium Corporation shall assume all of the terms and provisions set forth in the Shared Facilities Agreement relating to the Condominium Corporation in the Shared Facilities Agreement;

NOW THEREFORE WITNESSETH that in consideration of the sum of \$2.00 of lawful money of Canada now paid by each of the parties hereto to the other, and for other good and valuable consideration (the receipt and sufficiency which is hereby expressly acknowledged) the Condominium Corporation hereby agrees to formally assume (and to observe and abide by) all of the terms and provisions contained in the Shared Facilities Agreement and to execute such further documents or assurances as the Declarant may hereafter require in order to evidence and confirm the same.


IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, duly attested to by their respective proper signing officers.

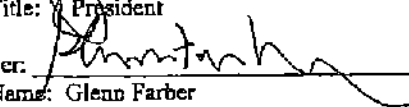
LAUDERVEST DEVELOPMENTS LIMITED

Per: 
Name: Robert Yanowski
Title: President

I/We have the authority to bind Corporation.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1845**

Per: 
Name: Robert Yanowski
Title: President

Per: 
Name: Glenn Farber
Title: Secretary

I/We have the authority to bind Corporation.

TORONTO STANDARD CONDOMINIUM CORPORATION
NO. 1770

BY-LAW NO. 2

A By-law respecting the Shared Facilities Agreement to be entered into between Landoverest Developments Limited (the "Declarant") and Toronto Standard Condominium Corporation No. 1770 (the "Corporation").


WHEREAS the Declarant and the Corporation have agreed to enter into an agreement for the purposes of providing for the mutual use, maintenance, repair, replacements, governance and cost-sharing of various facilities which will serve and benefit the Corporation and the Declarant (the "Shared Facilities Agreement");

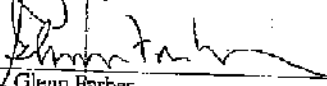
BE IT ENACTED as a By-law of Toronto Standard Condominium Corporation No. 1770 as follows:

1. The Corporation enter into the Shared Facilities Agreement with the Declarant having substantially the same form and content as the draft agreement annexed hereto as Schedule "A".
2. All of the terms, provisions and conditions contained in the Shared Facilities Agreement are hereby authorized, ratified, sanctioned and confirmed.
3. The President or Secretary of the Corporation be and is hereby authorized to execute on behalf of the Corporation, the Shared Facilities Agreement, together with all other documents as may be necessary to more effectively carry out the intent of this By-law.

DATED at Toronto this 3rd day of June, 2006.

TORONTO STANDARD
CONDOMINIUM CORPORATION NO. 1770

Per: 
Name: Robert Yanowski
Title: President

Per: 
Name: Glean Barber
Title: Secretary

I/We have the authority to bind the Corporation.

Condominium Act, 1998

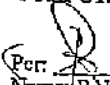
CERTIFICATE IN RESPECT OF A BY-LAW
(under Subsection 56(9) of the *Condominium Act, 1998*)

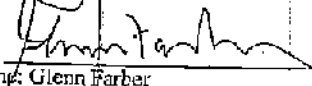
Toronto Standard Condominium Corporation No. 1770 (known as the "Corporation") certifies that:

1. The copy of By-law No. 2 attached as Schedule "A" is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 3rd day of June, 2006.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1770**

Per: 
Name: Robert Yanowski
Title: President

Per: 
Name: Glenn Farber
Title: Secretary

I/We have the authority to bind the Corporation.

THIS AMENDMENT TO THE SHARED FACILITIES AGREEMENT made this
29 day of FEBRUARY 2007.

BETWEEN:

TORONTO STANDARD CONDOMINIUM CORPORATION NO.
1770, a corporation incorporated pursuant to the laws of the Province of
Ontario

(the "TSCC 1770")
of the first part,

- and -

LAUDERVEST DEVELOPMENTS LIMITED, a corporation
incorporated pursuant to the laws of the Province of Ontario

(the "Laudervest")
of the second part,

WHEREAS the Declaration has been registered in the Land Titles division of the Toronto
Registry Office No. 66 as Instrument No. AT1136583 creating the Condominium Plan legally
known as Toronto Standard Condominium Plan No. 1770;

AND WHEREAS Laudervest, or related companies, have developed and constructed a
condominium corporation to be registered pursuant to the provisions of the Condominium Act,
1998 on the lands legally described as Parts 1, 2, 3, 6, 10, 12, 13 and 18 on Reference Plan 66R-
22241 (the "St. Clair Tower Lands");

AND WHEREAS TSCC 1770 and Laudervest entered into an agreement dated June 3, 2006,
registered as Instrument No. AT1193374 (the "Shared Facilities Agreement") for the purpose of
providing for the mutual use, maintenance, repair, replacement, governance and cost sharing of
certain of the Shared Facilities, the Easements and the Shared Services which are more
particularly defined in the Shared Facilities Agreement.

AND WHEREAS pursuant to an agreement between the parties, the parties hereto wish to
amend the Shared Facilities Agreement on the terms and conditions herein contained.

NOW THEREFORE IN CONSIDERATION OF THE TERMS AND CONDITIONS
HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. The Shared Facilities Agreement is hereby amended as follows:

(i) Delete Article IX(A)(1) and insert Article IX(A)(1) as follows:

*The Shared Facilities shall be administered and overseen mutually by the
Managers of the Deale Tower Lands and the St. Clair Tower Lands (the "Shared
Facilities Manager").*

(ii) Delete Article IX(A)(11) and insert Article IX(A)(11) as follows:

*If in the opinion of a party, the Manager of the other party is failing to properly
carry out its contractual duties with respect to the Shared Facilities (the
"Defaulting Manager"), that party shall be entitled to provide the Defaulting
Manager and the other party with written notice that the Defaulting Manager is
in breach of its obligations to perform such duty or duties (the "Notice") and
unless the Defaulting Manager shall rectify such failure or failures within forty
five (45) days after the giving of such notice, then the party that provided the
Notice shall be entitled to have such work carried out as may be necessary to cure
such failure or failures and shall be entitled to be reimbursed by Laudervest for
its share of the cost of carrying out such work including the value of the time of
the corporation's employees asked to carry out such work.*

2. Schedule "A" to the Shared Facilities Agreement is hereby amended as follows:

(i) The description for item 14 of Schedule "A" is hereby deleted and replaced with
the following:

\\ntm\at\CondoGroup\TSCC 1770 31207.000\Amendments to Shared Facilities Agreement v5.doc

Entrance/Exit corridor which opens east of the main garage door and runs parallel with the mezzanine parking level, associated doors, keys, electronic access devices, and security monitoring devices; entrance driveway; exterior garage overhead door, associated remote garage door system and garage door openers; and mezzanine floor of the parking garage.

- (ii) The description for Item 16 of Schedule "A" is hereby deleted and replaced with the following:

North Fire exit stairwell, exiting from the mezzanine level to the west exterior of the building, associated vestibules, doors and security devices.

- (iii) Item No. 17 of Schedule "A" to the Shared Facilities Agreement is hereby deleted.

- (iv) The shared percentage allocation for all of the items set out in Schedule "A" shall be as follows:

Delisle Tower Condominium ("DTC")	50%
St. Clair Tower ("SCT")	50%

all as set out in the revised Schedule "A" annexed hereto.

3. The provisions of this Agreement are intended to and shall run with the Delisle Tower Lands and the St. Clair Tower Lands and shall bind and enure to the benefit of the parties hereto and their successors and assigns. The parties hereto consent to registration of this Agreement against title to the Delisle Tower Lands and the St. Clair Tower Lands.
4. Except as amended pursuant to this Agreement, the Shared Facilities Agreement dated June 3, 2006 shall otherwise remain in full force and effect.

In witness whereof the parties hereto have executed this Agreement.

TORONTO STANDARD
CONDOMINIUM CORPORATION No.
1770

Per: 

Name:

Title: President

ROBERT HERTZ

Per: 

Name: CATHERINE CLONK

Title: Secretary

I/We have the authority to bind the corporation

LAUDERVEST DEVELOPMENTS
LIMITED

Per:

Name: ROBERT YANOWSKI
Title: President

Per:

Name: STEPHEN GOLDHAR
Title: Secretary

We have the authority to bind the corporation

SCHEDULE A

ITEM #	DESCRIPTION	LOCATION	SHARED PERCENTAGE ALLOCATION	
			DELISLE TOWER CONDOMINIUM ("DTC")	ST. CLAIR TOWER ("STC")
1	Garbage Loading Bay (Dock) Type G	Located at the exterior north end of STC	50	50
2	Common Driveways	Located at the exterior of both DTC and STC	50	50
3	The expansion joint materials located within the horizontal and vertical components of the concrete structure and slab-on-grade	Located at P2, P1 Mezzanine (DTC and STC)	50	50
4	Exterior Window Frames	Located at the exterior of DTC and STC	50	50
5	Block Separation Walls	Located at underground P2 and P1 levels separating DTC and STC	50	50
6	Fire Alarm Systems	Systems in both buildings are interconnected in order to link the systems in both DTC and STC	50	50
7	Reinforced concrete structure, foundation walls and concrete slab on-grade	Underground Levels of DTC and STC	50	50
8	Transformer Vault & Transformers	Unit 41, Level 8, DTC	50	50
9	Emergency Generator Set	Located at P1 Level of STC	50	50
10	Electrical Ductbank	P1 Level passing thru STC to get to DTC (Transformer Vault)	50	50
11	Telephone Duct	P1 Level surface mounted passing thru STC to get to DTC	50	50
12	TV Duct	P1 Level surface mounted passing thru STC to get to DTC	50	50
13	A pipe connected to an Area Drain at above (part of the storm system)	P1 Level of STC & DTC	50	50
14	Entrance/exit corridor which opens east of the main garage door and runs parallel with the mezzanine parking level, associated doors, keys, electronics access devices and security monitoring devices; entrance driveways; exterior garage overhead door, associated remote garage door system and garage door opener; and mezzanine floor of the parking garage;	Mezzanine Level of DTC	50	50
15	Retention Tank and other storm facilities	Buried within STC land (exterior)	50	50
16	North fire exit stairwell, existing from the mezzanine level to the west exterior of the building; associated vestibules, doors and security devices;	Mezzanine and Ground Floor of DTC	50	50

RULES

The following Rules made pursuant to the *Condominium Act, 1998, S.O. 1998, C.19*, as amended, shall be observed by all owners (collectively, the "Owners" and any other person(s) occupying the Unit with the Owner's approval, including, without limitation, members of the Owner's family, his tenants, guests and invitees.

1. GENERAL

- (a) Any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner, or his family, guests, servants, agents or occupants of his Unit, shall be borne and/or paid for by such Owner and may be recovered by the Condominium Corporation (the "Corporation") against such Owner in the same manner as Common Expenses.
- (b) Use of the common elements and units shall be subject to the Rules which the Board may make to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units;
- (c) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit owners and occupants, their families, guests, visitors, servants or agents;
- (d) No animal, 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 two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no attack dogs shall be allowed in any Unit. No breeding of animals for sale shall be carried on, in or around any Unit;

2. QUIET ENJOYMENT

- (a) Owners and their families, guests, visitors, servants and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the Units or Common Elements by other Owners or their respective families, guests, visitors, servants and persons having business with them.
- (b) No noise shall be permitted to be transmitted from one Unit to another. If the Board determines that any noise is being transmitted to another Unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such Unit shall at his expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise (including reasonable solicitor's fees).
- (c) No auction sales, private showing or public events shall be allowed in any unit or the common elements;
- (d) Firecrackers or other fireworks are not permitted in any unit or on the common elements;
- (e) Any repairs to the units or common elements shall be made only during reasonable hours.

3. SECURITY

- (a) Residents are to immediately report any suspicious person(s) seen on the property to the manager or its staff;
- (b) No duplication of keys shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys shall be furnished to the Board at all times.
- (c) Under no circumstances shall building access or common element keys be made available to anyone other than an owner or occupant.
- (d) No visitor may use or have access to the common elements and facilities unless accompanied by an owner or occupant.
- (e) Building access doors shall not be left unlocked or wedged open for any reason.

- (f) Service elevator availability shall be allocated by the manager in accordance with the elevators and moving rules. Loading facilities shall only be used with prior permission and as scheduled by the manager.
- (g) No owner or occupant shall place or cause to be placed on the access doors to any unit, additional or alternate locks, without the prior written approval of the Board. All door locks and keys must be compatible with the lock systems on the property and a copy of each new key must be delivered to the manager.
- (h) Owners shall supply to the Board the names of all residents and tenants of all Residential Units and the license number of all motor vehicles that are parked in parking units.

4. **SAFETY**

- (a) No storage of any combustible or offensive goods, provisions or materials shall be kept in any of the Units or Common Elements;
- (b) No propane or natural gas tank shall be kept in the units or exclusive use common elements;
- (c) Owners and occupants shall not overload existing electrical circuits;
- (d) Water shall not be left running unless in actual use;
- (e) Nothing shall be thrown out of the windows or the doors of the units;
- (f) No barbecues may be used indoors or on balconies or terraces, save and except for Units on Levels 1, 11 and 12 that have a natural gas connection for the installation of a natural gas barbecue. Propane or charcoal barbecues are expressly prohibited throughout the building.
- (g) No owner or occupant shall do, or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any buildings, or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
- (h) Smoking is prohibited in all common areas except as may be designated as a smoking area by the Board.

5. **COMMON ELEMENTS**

- (a) No one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping work on the property; if any;
- (b) No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements, whatsoever, save and except for the Sign Units;
- (c) No awning, foil paper or shades shall be erected over, on or outside of the windows or patios, balconies or terraces without the prior written consent of the Board.
- (d) No equipment shall be removed from the common elements by, or on behalf of, any owner or occupant of a unit;
- (e) No outside painting shall be done to the exterior of the units, railings, doors, windows, or any other part of the common elements;
- (f) The passageways and walkways which are part of the common elements shall not be obstructed by any of the owners or occupants or used by them for any purpose other than for ingress and egress to and from a unit or some other part of the common elements;
- (g) Any physical damage to the common elements caused by an owner or occupant, his family, guests, visitors, servants, or agents shall be repaired by arrangement and under the direction of the Board at the cost and expense of such owner or occupant;

- (h) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or any part of the common elements over which the Owner has exclusive use;
- (i) No building or structure or tent shall be erected, placed, located, kept or maintained on the common elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the common elements;
- (j) Each pet owner must ensure that any defecation by such pet must be cleaned up immediately by the pet owner, so that the Common Elements are neat and clean at all times. Should a pet owner fail to clean up after his pet as aforesaid, the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two (2) weeks of receipt of written notice from the Board or the Manager requesting removal of such pet, permanently remove such pet from the property.

6. **RESIDENTIAL UNITS**

- (a) The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. The cost of repairing damage resulting from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose, tenant, family, guest, visitor, servant or agent shall cause it;
- (b) No owner or occupant shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to his unit without the prior consent of the Board;
- (c) No Owner shall overload existing electrical circuits in his Unit and shall not alter in any way the arrangement of the existing circuit breakers in his Unit;
- (d) Units shall be used only for such purposes as provided for in the Corporation's Declaration and as hereinafter provided. No immoral, improper, offensive or unlawful use shall be made of any unit. All municipal and other zoning ordinances, laws, rules and regulation of all government regulatory agencies shall be strictly observed;
- (e) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his Unit or adjacent Common Elements. Each Owner shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and all Owners shall fully cooperate with the Manager to provide access to each Unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the buildings.

7. **GARBAGE DISPOSAL**

- (a) Loose garbage is not to be deposited in the garbage chute. All garbage must first be properly bound, packaged or bagged to prevent mess, odours and disintegration during its fall down the garbage chute or in the disposal rooms;
- (b) Newspapers and magazines shall be securely bound and deposited in the appropriate garbage chute;
- (c) Bottles shall be placed in plastic bags, prior to being thrown down the appropriate garbage chute;
- (d) Cartons and large objects which might block the garbage chute shall be stored in such area designated by the Board. The manager or such designated person must be called to arrange for the immediate disposal of such items. Such items shall not be left outside the unit or on any exclusive use common elements;
- (e) No garbage other than those items listed in paragraph (d) above is to be left on the floor of the disposal rooms;
- (f) No burning cigarettes, cigars, ashes or other potential fire hazards shall be thrown down the garbage chute;
- (g) No garbage shall be placed in the garbage chute between the hours of 10:00 p.m. and 8:00 a.m.

8. PARKING

For the purpose of these Rules, "motor vehicle" means a private passenger automobile, station wagon, compact van, or motorcycle as customarily understood. No motor vehicle parked upon any common elements shall exceed a height of 1.85 meters.

- (a) No vehicles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the Common Elements and without limiting the generality of the foregoing, no parking areas shall be used for storage purposes.

- (b) Parking is prohibited in the following areas:

- (i) fire zones;
- (ii) traffic lanes;
- (iii) delivery and garbage areas; and
- (iv) roadways.

- (c) No servicing or repairs shall be made to any motor vehicle, trailer, boat, snowmobile, or equipment of any kind on the Common Elements without the express written consent of the Manager or the Board. No motor vehicle shall be driven on any part of the Common Elements other than on a driveway or parking space.

- (d) No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the Common Elements, nor in any Unit other than in a designated parking space but which provision shall not apply for the purposes of loading and unloading furniture, or other household effects of the Owners provided that the length of time where such parking is limited shall be no longer than is reasonably necessary to perform the service.

- (e) A parking permit is required with respect to any motor vehicle parked on any area of the Common Elements designated as a "Guest/Visitor Parking Area" between the hours of 2:00 a.m. and 7:00 a.m. at all times. The permit shall be an official permit authorized and issued by the Board of Directors, the Manager and/or its designated agent. Owners are responsible for obtaining a permit on behalf of their guests/visitors in advance, from the Board of Directors, the Manager and/or its designated agent, during normal business hours. A permit shall not be issued for a period in excess of three (3) days. The permit must be visibly displayed on the left front dashboard.

- (f) All motor vehicles operated by Owners must be registered with the Manager. Each Owner shall provide to the Manager the licence numbers of all motor vehicles driven by residents of that Unit.

- (g) No motor vehicle shall be driven on any part of the Common Elements at a speed in excess of posted speed.

- (h) No person shall place, leave, park or permit to be placed, left or parked upon the Common Elements any motor vehicle which, in the opinion of the Manager or as directed by the Board, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its potential damage to the property. Upon seventy-two (72) hours' written notice from the Manager, the Owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as required and directed by the Manager, in default of which the motor vehicle shall be removed from the property at the expense of the Owner. If a motor vehicle is left standing in a parking space or upon the Common Elements and is unlicensed or unregistered with the Manager, the vehicle may be towed without notice to the owner and at the Owner's expense.

- (i) Motorcycles shall be licensed and equipped with the most recent noise control devices and operated on the roadways and in a manner so as not to disturb the other Owners. Mopeds and bicycles shall be operated only on the road and in such manner as not to obstruct traffic. No mopeds and bicycles are permitted to be operated on sidewalks.

- (j) No unlicensed motor vehicle including mopeds and go-carts shall be driven within the property complex and no person shall operate a motorized vehicle within the complex without proper operating licence.

- (k) No person shall park or use a motor vehicle in contravention of these Rules, otherwise such person shall be liable to be fined or to have his motor vehicle towed from the property in which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whatsoever caused to such motor vehicle or to the Owner thereof.
- (l) Guests and visitors shall park only in areas designated as guest or visitor parking.
- (m) No motor vehicle having a propane or natural gas propulsion system shall be parked in a parking unit or the common elements.
- (n) No parking units shall be used for any purpose other than to park a motor vehicle that is either a private passenger automobile, station wagon, compact van or motor cycle.

9. **BICYCLE/STORAGE UNITS**

- (a) All stored articles must be placed within individual Bicycle/Storage Unit and no storage is permitted on top of Bicycle/Storage Unit so as to conflict with fire regulations.
- (b) No stores of coal, propane or natural gas tank or any combustible materials or offensive goods, provisions or materials or any food stuffs shall be stored in any Bicycle/Storage Unit.
- (c) Bicycle/Storage Units shall not be used as workshop areas or for any purpose other than for storage.

10. **BALCONIES AND EXCLUSIVE USE AREAS**

- (a) Exclusive use areas shall not be used for cooking and barbecuing, save and except as provided for in paragraph 4(f) of these Rules.
- (b) No hanging or drying of clothes is allowed on any exclusive use area.
- (c) Exclusive use areas shall not be used for the storage of any goods or materials.
- (d) Only seasonal furniture is allowed on exclusive use areas.
- (e) No owner, occupant or tenant shall do or permit anything to be done on an exclusive use area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by other owners, occupants or tenants.
- (f) No awnings or shades shall be erected over or outside of exclusive use areas without the prior consent of the Board. The Board shall have the right to prescribe the shape, colour and material of such awnings or shades to be erected.

11. **OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL**

"No Contractor, trade or service personnel may or shall enter upon the property to perform any work or services in or about any unit (including an "exclusive use" common element area) that may or will affect the common elements or common building services unless such persons or firms are:

- (a) employed directly by the Condominium Corporation; or
- (b) employed by a unit owner in circumstances where the intended performance of work and/or services in or about a unit has first been approved, in writing, by the Corporation and where the work and/or services are supervised by an approved contractor or service personnel in accordance with the Corporation's written direction; and the owners of the unit has provided to the Corporation a deposit in a reasonable amount to cover the Corporation's initial costs of supervision (to be adjusted upon completion of the work); and where the unit owner has entered into a written undertaking to indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from the carrying out of the work by the unit owner's contractor, trade or service personnel including any resulting damage to the common elements or to common building services which arises during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from the unit owner in the same manner as common expenses.