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Maria Rodriguez

DECLARATION

CONDOMINIUM ACT, 1998

TORONTO STANDARD CONDOMINIUM PLAN NO. 2149

NEW PROPERTY IDENTIFIER'S BLOCK 76149

RECENTLY : BEING PART OF PIN: 21199-0014 & 21199-0015

DECLARANT : LUMIERE RESIDENCES INC.

FRASER MILNER CASGRAIN LLP

JULES A. MIKELBERG

77 KING STREET WEST

STE:400

TORONTO, ONTARIO

M5K-0A1

PHONE: 416-863-4511

FAX: 416-863-4592

No. OF UNITS 853

FEES : 853 x 5 = 4,265 + \$70.00 = \$4,335.00

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 (all of which are hereinafter referred to as the "**Act**"), BY:

LUMIERE RESIDENCES INC.
(hereinafter called the "**Declarant**")

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Toronto, and being more particularly described in Schedule "A", and in the description submitted herewith by the Declarant for registration in accordance with the Act (the "**Property**");

AND WHEREAS the Declarant proposes to construct a building upon the said lands containing 355 dwelling units (including one Superintendent's Unit), being Units 3, 4, 5 and 6 on Level 2, Units 1 to 15, inclusive Level 3, Units 1 to 13, inclusive Levels 4 to 16 inclusive, Units 1 to 12, inclusive Levels 17 to 25 inclusive, Units 1 to 11, inclusive Level 26, and Units 1 to 8 inclusive, Levels 27 to 32 inclusive (the "**Dwelling Units**"), 226 parking units, being Units 1 to 28 inclusive Level A, Units 1 to 49 inclusive on Levels B, C and D and Units 1 to 51 inclusive on Level E (the "**Parking Units**"), 250 bicycle/storage units, being Units 29 to 63 inclusive Level A, Units 50 to 110 inclusive, Level B, Units 50 to 103 inclusive on Level C and D and Units 52 to 97 inclusive Level E (the "**Bicycle/Storage Units**"), 17 Locker Units being Units 16 to 32, inclusive on Level 3 (the "**Locker Units**"), two guest amenity units being Units 1 and 2, Level 2 (the "**Guest Amenity Units**"), and three retail units, being Units 1, 2 and 3 on Level 1 (the "**Retail Units**").

AND WHEREAS the Declarant intends that the lands described in Schedule "A" together with parts of the said building constructed thereon, shall be governed by the Act and that registration of this Declaration and description will create a standard freehold condominium corporation.

NOW THEREFORE THE DECLARANT DECLARES AS FOLLOWS:

ARTICLE I INTRODUCTORY

1.1 Definitions

All words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time.

(a) "Bulk Hydro Bill(s)" means, to the extent applicable, the bulk invoices for hydro-electricity service supplied to the Condominium, received by the Corporation from the relevant utility suppliers pursuant to readings taken by the utility supplier on a bulk metered basis and to be separately consumption or check metered to the Units by the Corporation;

(b) "Bulk Water Bills" means the invoices for water service supplied to the Condominium, received by the Corporation from the relevant water supplier to be read by the Corporation or its manager or agents or other third parties and to be check or consumption metered for the Retail Units and to be paid by the Corporation (i) on behalf of the Retail Unit Owners and to be reimbursed for such consumption by the Retail Unit Owners as set out in Section 2.5 hereof; and (ii) the balance of such Bulk Water(s) Bills representing usage by the Dwelling Units and common elements of the Condominium to be paid by the Corporation and which forms part of common expenses.

(c) "Proportionate Share of Hydro" or "PSH" means the share of the Bulk Hydro Bill(s) payable by each Unit owner as reflected in a separate invoice issued to each Unit owner by the Corporation or such other third party (which may be the declarant or a party related or affiliated to the declarant) of the check or consumption meter with respect to such use, together with interest, penalties, administration and processing fees, as applicable;

(d) The "Corporation" shall mean the condominium corporation created by registration of this declaration and the description pursuant to the Act and the "Condominium" shall mean the lands and building governed by this Declaration.

1.2 Act Governs the Property

The lands described in Schedule "A" and in the description together with all interests appurtenant to the said lands shall be governed by the Act.

1.3 Consent of Encumbrancers

The consent of all persons having registered mortgages against the land or interests appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.

1.4 **Standard Condominium**

The registration of this Declaration and description will create a standard freehold condominium corporation.

1.5 **Inclusions/Exclusions from Unit**

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

(a) **Dwelling Units and Guest Amenity Units**

(i) Each Dwelling Unit and Guest Amenity 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 Dwelling Unit and Guest Amenity 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'.

(ii) Each Dwelling Unit and Guest Amenity 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.

(b) **Retail Units**

(i) Each Retail Unit shall include the exterior doors, door frames, windows and window frames, and all pipes, wires, cables, conduits, ducts, mechanical and electrical apparatus, including, but not limited to, the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, that provide a service or utility to the Unit only, regardless of whether or not same are located outside the boundaries of the Unit described in Schedule 'C'.

(ii) Each Retail Unit shall exclude any load bearing walls and columns, that provides support to another Unit or the Common Element and any pipe, wire, cable, conduit, duct, shaft, sprinkler, fire alarm, security system, carbon monoxide detector, mechanical and electrical apparatus, which are situate within the Unit and which provide a service or utility to another Unit or the Common Element.

(c) **Parking Units, Bicycle/Storage Units and Locker Units**

(i) Each Parking Unit, Bicycle/Storage Unit and Locker Unit has no inclusions.

(ii) 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, sprinklers, lighting, fixtures, security cameras, convex traffic safety mirrors, 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 and Locker Unit.

1.6 **Common Interests and Common Expenses**

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

1.7 **Address for Service and Mailing and Municipal Address of Corporation**

The Corporation's address for service shall be:

4711 Yonge Street
 Suite 1400
 Toronto, Ontario M2N 7E4

or such other address as the Corporation may by resolution of the board determine and the mailing address of the Corporation shall be:

4711 Yonge Street
 Suite 1400
 Toronto, Ontario M2N 7E4

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

The Corporation's municipal address is 770 Bay Street, Toronto, Ontario.

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 have been constructed in accordance with the regulations is/are contained in Schedule "G" attached hereto.

ARTICLE II COMMON EXPENSES

2.1 **Specification of Common Expenses**

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

2.2 **Payment of Common Expenses**

Each Owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses as may be provided for by the Bylaws of the Corporation, and the assessment and collection of contributions toward the common expenses that may be required by the board pursuant to the Bylaws of the Corporation. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any By-laws or rules in force from time to time by any Owner, or by members of his/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 **Hydro Electricity Service to Units and/or Bulk Hydro Bill(s) Excluded from Common Expenses**

(a) The Condominium has been designed and constructed with individual meters to monitor and gauge the demand for hydro electricity service consumed or utilized by each Unit. Each Unit Owner will receive a bill from the utility supplier or such other third party which it will be required to pay directly for such hydro electricity together with interest, penalties, administration and processing fees, as applicable, in addition to the common expenses payable by such Unit owner. In the event that such direct billing to Unit owners is not available such that the Corporation receives the Bulk Hydro Bill(s), then in such event only, the provisions of the balance of this Section 2.3 shall apply.

(b) In the event that individual direct billing to Unit owners is not available, Sections 2.3(b) to (h) inclusive, shall apply. The Corporation will receive from the relevant utility supplier, Bulk Hydro Bill(s) for such services with respect to the entire Property, pursuant to readings taken by such suppliers on a bulk meter basis and the Corporation shall pay the Bulk Hydro Bill(s), including that part of which reflects the service utilized or consumed by all the Units, which latter amount it shall pay on behalf of the Unit owners as and when due.

(c) Forthwith following the Corporation's receipt of the Bulk Hydro Bill(s), the Corporation shall issue and submit or arrange to have issued or submitted by a third party which may be the Declarant or a party related or affiliated to the Declarant, a separate invoice to each of the Unit owners, reflecting each owner's PSH of the Bulk Hydro Bill(s) for his Unit determined or established pursuant to the reading taken by or on behalf of the Corporation of the check or consumption meter appurtenant to his Unit, together with interest, penalties, administration and processing fees, as applicable. Each Unit owner shall be obliged to pay to the Corporation his

PSH on or before the earlier of the following two dates (which earlier date is hereinafter referred to as the "Due Date"), namely:

- (i) the twentieth (20th) day following receipt of an invoice from the Corporation setting out the PSH required to be paid; or
- (ii) two (2) business days (excluding Saturdays, Sundays and statutory holidays prior to the due date for payment of the Bulk Hydro Bill(s) by the Corporation to the applicable supplier.

In the event that any Unit owner fails to pay to the Corporation his PSH on or before the Due Date, then the Corporation shall be entitled to charge and levy interest against such owner, calculated and accruing on such unpaid PSH amount and all costs and expenses incurred by the Corporation in collecting or attempting to collect same (including all legal expenses incurred by the Corporation on a solicitor-and-his-own-client basis), at a rate equal to 4% per annum, above the prime lending rate charged by the Corporation's bank on loans to its best risk commercial customers in Canadian funds calculated monthly not in advance, with interest on the unpaid PSH commencing to accrue from the Due Date, and with interest on all such expenses incurred in collecting (or attempting to collect) same, commencing to accrue from the respective dates that the Corporation incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that the foregoing amounts are fully paid. In addition, the Corporation shall be entitled to maintain and enforce a lien against such defaulting owner's Unit, as security for the payment of said unpaid PSH amount and all outstanding interest accruing thereon as aforesaid, in accordance with the provisions hereof to the same extent as if same was a default in payment of common expenses.

(d) Consequences of Default in Paying Owner's PSH

In the event that any owner of a Unit fails to pay to the Corporation his PSH on or before the Due Date, then in addition to any other rights, powers or remedies available to the Corporation at common law, by statute, or in equity, the Corporation shall be entitled to:

(i) charge and levy interest against such owner (hereinafter referred to as the "Defaulting Owner") on such unpaid PSH amount, and on all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same, including all legal expenses incurred by the Corporation on a solicitor-and-his-own-client basis, at a rate equal to 4% per annum above the prime lending rate charged by the Corporation's bank to its best risk commercial customers in Canadian funds, calculated monthly, not in advance, with interest on the unpaid PSH amount commencing to accrue from the Due Date, and with interest on all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from the respective dates that the Corporation incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid;

(ii) maintain and enforce a lien against the Defaulting Owner's Unit(s), as security for the payment of his PSH, and all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same, together with all outstanding interest accruing thereon as aforesaid; and said lien shall be enforceable by the Corporation in the same manner, and to the same extent, as a common expense lien or as a real property mortgage or charge, and with all the powers, rights and remedies inherent in, or available to, a mortgagee or chargee when a mortgage or charge of real estate is in default pursuant to the provisions of the *Mortgages Act*, R.S.O. 1990 as amended, and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Registrar requires the Corporation, as a prerequisite to the registration and/or enforcement of said lien, to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same, and the Defaulting Owner shall, for all purposes, be deemed to have consented to any such application by the Corporation, and concomitantly, the Defaulting Owner shall be forever barred and estopped from bringing or instituting any action, suit, claim or other proceeding to defend, defeat, hinder or delay any such application by the Corporation, or the maintenance and enforcement of said lien by the Corporation.

(e) Order of Payment of Sale Proceeds

Any monies received by the Corporation arising from the sale of the Defaulting Owner's Unit pursuant to the Corporation's enforcement of the aforesaid lien or charge, shall be applied by the Corporation in the following order of priority:

(i) firstly, to pay and fully satisfy all costs and expenses incurred by the Corporation in connection with its enforcement of the said lien or charge, and the ultimate sale of the Defaulting Owner's Unit thereby or thereunder, including without limitation, all legal, accounting, advertising, brokerage and other related fees, expenses and disbursements, together with all monies paid to prior encumbrancers in respect of such Unit;

(ii) secondly, to pay to the Corporation and fully satisfy such Defaulting Owner's PSH amount, or such portion thereof as remains unpaid, together with all outstanding interest charges accrued thereon, and accrued in respect of the Corporation's expenses incurred in collecting (or attempting to collect) same, all at the aforesaid rate set forth in the immediately preceding subparagraph;

(iii) thirdly, to pay and attempt to satisfy the claims of any subsequently registered lienholders, chargees or other encumbrancers (registered against such Unit after the registration of the Corporation's lien), in accordance with their respective priorities pursuant to the provisions of the *Land Titles Act*, R.S.O. 1990, as amended, and of the Act; and

(iv) fourthly, the surplus or residue, if any, shall thereafter be paid to the Defaulting Owner, or to its successors and assigns.

(f) Postponement of Lien

The lien or charge so maintained by the Corporation pursuant to the foregoing provisions of this Section, shall be deemed to be fully postponed and subordinate to all liens, mortgages, charges or other encumbrances (including any and all amendments thereto) which are registered against the Defaulting Owner's Unit in priority to the registration of the said lien or charge of the Corporation (hereinafter collectively referred to as the "Prior Charges"), and shall also be deemed to be fully postponed and subordinate to all mortgage advances theretofore made or thereafter to be made under the Prior Charges.

(g) Status Certificate

The execution by the Corporation of a certificate confirming that the Corporation does, or does not, maintain or claim the said lien or charge against a particular Unit pursuant to the foregoing provisions of this Section, shall constitute irrefutable evidence and proof of same, and the Corporation shall be obliged to execute such a certificate forthwith upon its receipt of a written request for same from the Declarant, any prospective purchaser or mortgagee of a Unit, from the then current registered owner thereof, or from any other party interested in such information, all at no charge, fee or expense to the party so requesting same.

(h) Mortgagee's Rights

Any registered mortgagee or any purchaser or prospective mortgagee of the Defaulting Owner's Unit shall, upon payment to the Corporation of the full amount secured by the said lien or charge so maintained by the Corporation pursuant to the foregoing provisions of this Section, have the right to receive a full and complete discharge or an absolute assignment of the said lien or charge, provided that such party must first deliver written notice to the Corporation requesting such discharge or assignment of the said lien or charge, setting forth a date and time for the delivery of such discharge or assignment (which date shall not be less than ten (10) days, nor more than thirty (30) days following the delivery of such notice), and with the exchange of such discharge or assignment for the monies owing to the Corporation therefor to take place in the Toronto Land Titles Office, or at such other place and time as may be agreed upon by said parties. On the date scheduled for the delivery of the said discharge or assignment, and upon receipt of the full amount secured by the said lien or charge, the Corporation shall execute and deliver to said party, the discharge or assignment of said lien or charge, in registrable form.

2.4 **Reserve Fund**

(a) The Corporation shall establish and maintain one or more Reserve Funds and shall collect from the Owners as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation; and

(b) No part of the Reserve Fund shall be used except for the purpose for which the funds were established. The Reserve Fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation in accordance with the Act.

2.5 **Bulk Metered Water Service**

The Condominium is currently designed with one bulk meter which will monitor and gauge the water service consumed or utilized by the Condominium as a whole. The Corporation will receive from the applicable water supplier the Bulk Water Bill for the water service consumed by the Condominium, including the Retail Units, pursuant to a reading taken of such bulk meter and the Corporation shall be responsible to the local water authority for payment in full of the Bulk Water Bill, as and when due.

The water usage by the Retail Units shall be check or consumption metered. The Corporation shall pay the Bulk Water Bill: (a) on behalf of the Retail Unit owners, and to be reimbursed for such consumption by the Retail Owners based upon such consumption or check meter readings to the Retail Units; and (b) the balance of such Bulk Water Bill representing usage by the Dwelling Units and common elements of the Condominium shall form part of Common Expenses.

The Retail Unit owner(s) shall pay for its share of the Bulk Water Bill as aforesaid based upon such consumption meter readings, on the earlier of: (i) the 20th day following receipt of an invoice from the Corporation setting out its share aforesaid; or (ii) two business days prior to the due date for payment of such Bulk Water Bill by the Corporation to the water supplier.

In the event that a Retail Unit owner does not pay for its share of the Bulk Water Bill as aforesaid, the provisions of Section 2.3(b) to (h) inclusive shall apply, *mutadis mutandis* amended accordingly to reflect that they also relate to the payment by Retail Unit owners for the Bulk Metered Water Service as aforesaid and the Corporation shall have all rights and remedies set out therein as a result of non-payment by a Retail Unit owner of its share of the Bulk Water Bill as set out therein.

2.6 **Hydro Vault**

The hydro vault located on and servicing the Condominium will be required to be repaired and maintained by the Corporation, the cost of which will be included in the Budget Statement. The Declarant may be required to grant an easement to the applicable hydro authority for access to the hydro vault, with any associated obligations to be assumed by the Corporation upon registration.

2.7 **Additional Costs of Refuse Collection**

The owner(s) of the Retail Units shall be responsible for any additional costs of refuse collection over and above the usual municipal pick-up, in addition to common expenses. In the event that any Retail Unit owner fails to pay to the Corporation his share of additional costs of refuse collection when due, then the Corporation shall be entitled to charge and levy interest against such owner, calculated and accruing on such unpaid amount and all costs and expenses incurred by the Corporation in collecting or attempting to collect same (including all legal expenses incurred by the Corporation on a solicitor-and-his-own-client basis), at a rate equal to 4% per annum above the prime lending rate charged by the Corporation's bank on loans to its best risk commercial customers in Canadian funds, calculated monthly not in advance, with interest on the unpaid amount commencing to accrue from the due date, and with interest on all such expenses incurred in collecting (or attempting to collect) same, commencing to accrue from the respective dates that the Corporation incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that the foregoing amounts are fully paid. In addition, the Corporation shall be entitled to maintain and enforce a lien against such defaulting owner's Unit, as security for the payment of said unpaid amount and all outstanding interest accruing thereon as aforesaid, in the same manner, and to the same extent, as a default in payment of an owner's PSH as more particularly described in paragraphs 2.3(d) to (h) inclusive.

2.8 **Status Certificate**

The Corporation shall, upon request, provide the requesting party with a status certificate and accompanying documentation and information in accordance with 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 a sale 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 UNITS

3.1 **Occupation and Use**

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

- (a) (i) Each Dwelling Unit shall be occupied and used only for residential purposes in accordance with the applicable zoning by-laws and for no other purpose, but the

foregoing shall not prevent the Declarant from completing the building and all improvements to the Property, maintaining Units as models for display and leasing and sale purposes, and otherwise maintaining sales and/or leasing offices, construction offices, displays and signs until all Units have been sold or leased by the Declarant or its related or affiliated corporations and their respective successors and assigns.

(ii) Each Retail Unit shall be occupied and used for such purposes as may be permitted from time to time under municipal and other applicable governmental requirements provided that restaurants, coffee shops, sandwich shops or similar uses shall not be permitted unless they either (i) do not have on premises cooking facilities; or (ii) have externally vented on premises cooking facilities. There is no restriction on the types or hours or use of operation of the Retail Units, except as aforesaid, and same may include outdoor patio, terrace or selling areas, as well as areas for signage.

(iii) Each Parking Unit shall be used only by an owner or occupant of a Dwelling or Retail Unit and/or by the Declarant for parking one (1) motor vehicle, and for no other purpose. No boats, trailers, snowmobiles, campers or recreation vehicles shall be parked on any Parking Unit. To the extent that a Parking Unit is not of sufficient size to comply with applicable municipal requirements, such Parking Unit shall be used only for parking a motorcycle or compact automobile. Without limiting the generality of the foregoing, Parking Unit 1 on Level A, located immediately south of the gate (traffic arms) shall be used only for parking of a motorcycle or small (compact) automobile.

(iv) Each Bicycle/Storage Unit shall be used only by an owner or occupant of a Dwelling Unit or Retail Unit and/or by the Declarant for storage of bicycles, household and personal items only.

(v) Each Locker Unit shall be used only by an owner or occupant of a Dwelling Unit and/or by the Declarant for storage of household and personal items only, but not for bicycles.

(vi) The Declarant and its related and affiliated corporations and their respective successors and assigns shall be entitled to use and allow its sales staff, leasing staff, authorized personnel or prospective purchasers or tenants to use any unsold Parking Units or Bicycle/Storage Units or Locker Units until all Dwelling Units and Retail Units in the building have been sold or leased by the Declarant or its related or affiliated corporations and their respective successors and assigns.

(vii) The Guest Amenity Units shall be used only by visitors of owners or occupants of a Dwelling Unit in the Condominium, for temporary periods of transient accommodation, on terms and conditions satisfactory to the board in accordance with the Corporation's rules in place from time to time, including, without limitation, any charges to be paid for the use thereof.

(viii) The visitor parking spaces shall be used only by visitors and guests of owners and occupants of the Dwelling Units or by the Declarant (or other related or affiliated corporations or their respective successors and assigns), its sales and leasing staff, authorized personnel or prospective purchasers or tenants until all Dwelling and Retail Units in the building have been sold or leased, for the purpose of casual parking thereon of one (1) vehicle per space and shall not be sold, assigned or leased to anyone, and shall not be considered part of the exclusive use portions of the common elements.

(ix) The Parking Units, Bicycle/Storage Units, Locker Units and Guest Amenity Units are subject to a right of access over, along and upon such Units at all times when necessary in favour of the Corporation, its servants, agents and employees for purposes of ingress to and egress from mechanical, electrical and service areas which are part of the common elements.

(b) No Unit shall be occupied or used by anyone in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation. If a Unit is occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by or on behalf of the Corporation, the owner of such Unit shall reimburse the Corporation for such increase, and such increase in premium cost shall be added to the owner's contribution towards the common expenses.

(c) The owner of each Unit shall comply and shall require all residents and visitors to his Unit to comply with the Act, the declaration, the by-laws and the rules.

(d) No boundary wall, load-bearing partition wall, floor, door or window, toilet, bath tub, wash basin, sink, heating, air-conditioning, plumbing or electrical installation contained in or forming part of a Unit shall be installed, removed, extended or otherwise altered without the prior written consent of the board; but the provisions of this subparagraph shall not require any owner to obtain the consent of the board for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling which is within any Unit and not visible from the exterior. Except with respect to the Retail Units, drapes, blinds and window coverings of any kind which are visible from the exterior shall be white or off-white, unless otherwise authorized in writing by the board. Except with respect to the Retail Units, the inside surface of windows and glass doors visible from the exterior, shall remain clear and no colour of sun screen or laminate shall be applied or affixed thereto, unless otherwise authorized in writing by the board.

(e) No owner shall revise, or repair any fixture, or item within the Unit, that is directly connected to the common elements of the building without utilizing the services of a licensed mechanic, to perform the type of work being revised or repaired. This is intended to include work to the heating and air conditioning Unit, if any, or plumbing fixtures directly connected to the building's water mains or drainage system, or electrical work that may affect power lines beyond the individual suite panel.

(f) No animals, other than those usually considered to be pets shall be kept or allowed in any Unit. No animal which is deemed by the board or the Manager, in their absolute discretion, to be a nuisance shall be kept by any owner in any Unit. Such owner shall, within two weeks of receipt of 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 the Units. No breeding of animals for sale shall be carried on in, on or around any Unit.

(g) Except with respect to operation of the Retail Units in the normal course of business, 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 and/or a nuisance and/or disruptive (regardless of whether that Unit is below or wherever situated in relation to the offending Unit), then the owner of such Unit shall at his own 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 shall be necessary to abate the noise and the Unit owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, which expenses are to include reasonable solicitor's fees.

(h) Except with respect to the Retail Units, no sign, advertisement or notice of any type visible from the exterior of the Unit, shall be inscribed, painted, affixed or displayed in any part of the Unit without the prior written consent of the board.

3.2 Restriction on Parking, Bicycle/Storage and Locker Units

(a) Notwithstanding anything contained herein, save and except for the Declarant or Corporation, no one shall retain ownership of any Parking and/or Bicycle/Storage Unit and/or Locker Unit after he has sold and conveyed title to his Unit and any sale, transfer, assignment or other conveyance of any Parking and/or Bicycle/Storage Unit shall be made only to the Declarant, to the Corporation, or to any owner of a Dwelling or Retail Unit in the Condominium and any sale, transfer, assignment or other conveyance of any Locker Unit shall only be made to the Declarant, to the Corporation, or to any owner of a Dwelling Unit in the Condominium.

(b) Any or all of the Parking and/or Bicycle/Storage and/or Locker Units in the Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in any combination with any other Units, provided however that:

(i) any sale, transfer, assignment or other conveyance of any Parking and/or Bicycle/Storage Unit shall be made only to the Declarant, the Corporation, or to any owner of a Dwelling or Retail Unit in the Condominium, and of a Locker Unit shall only be made to the Declarant, the Corporation, or to any owner of a Dwelling Unit in the Condominium;

(ii) any lease of a Parking and/or Bicycle/Storage and Unit shall be made only to the Declarant, the Corporation, or to any owner or tenant of a Dwelling or Retail Unit, and of a Locker Unit shall only be made to the Declarant, the Corporation, or to any owner or tenant of a Dwelling Unit, provided however that if any Parking and/or Bicycle/Storage Unit is leased to a tenant of a Unit, then the term of such lease shall not extend beyond the term of the tenancy in respect of such Unit;

(iii) where any Parking and/or Bicycle/Storage Unit and/or Locker Unit is leased to an owner of a Unit or tenant of a Unit, then upon the sale, transfer, assignment or other conveyance of the lessee's Unit, the lease in respect of such Parking and/or Bicycle/Storage Unit and/or Locker Unit shall also be assigned by the said lessee to the transferee or new owner of such Unit within 30 days after registration of the transfer of title to the Unit, failing which the lease of the Parking and/or Bicycle/Storage Unit and/or Locker Unit shall be automatically terminated and be of no further force of effect and the Parking and/or Bicycle/Storage Unit and/or Locker Unit which is the subject of such lease shall thereupon revert to the lessor thereof; and

(iv) where the lessee of a Parking and/or Bicycle/Storage Unit and/or Locker Unit is an owner of the Unit or tenant of a Unit and such lessee is deprived of possession and/or ownership of his Unit through any legal action, by any party holding a registered mortgage, charge, execution, lien or other encumbrance against said Unit, then such lease shall be deemed to be in default and shall thereupon be automatically terminated and of no further or effect, whereupon the Parking and/or Bicycle/Storage Unit and/or Locker Unit which is subject to the lease shall automatically revert to the lessor thereof.

(c) Any instrument purporting to effect a sale, transfer, assignment or other conveyance of any Parking and/or Bicycle/Storage and/or Locker Unit in contravention of any of the foregoing provisions of this section shall be automatically null and void and of no further force or effect whatsoever and the lease of any Parking and/or Bicycle/Storage and/or Locker Unit shall automatically be deemed and construed to be amended in order to accord with the foregoing provisions of this section.

3.3 **Handicapped Parking**

If, as a requirement of any applicable governmental authority, a certain number of Parking Units are to be designated for the handicapped (hereinafter the "Handicapped Parking Unit(s)") then these Handicapped Parking Units shall be subject to the following:

(a) In the event that a "disabled driver" as defined in the Regulations promulgated pursuant to the *Highway Traffic Act* R.S.O. 1990 C.H.8, as same may be amended or replaced from time to time, including a driver whose licence plate incorporates the international symbol for the disabled, purchases a Dwelling Unit and a Parking Unit which is not designated for the handicapped, the owner or any person occupying a Handicapped Parking Unit shall (if not handicapped) upon notice from the Corporation and at the request of the disabled driver, exchange the right to occupy the Handicapped Parking Unit with the disabled driver for the Parking Unit which has been purchased by the disabled driver, said exchange of the right to occupy said space to continue for the full period of the disabled driver's residence in the building.

(b) When a disabled driver requests an exchange of occupancy rights for a Handicapped Parking Unit, the Corporation shall forthwith notify the owner of and any person occupying the Handicapped Parking Unit and the owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice provided said owner is not handicapped.

(c) No rent, charges, fees or costs whatsoever shall be charged by the owner/occupant or the Corporation in connection with the exchange of the right to occupy.

3.4 **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 Dwelling Unit, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property.

(b) In case of an emergency, an agent of the Corporation may enter a Dwelling Unit at any time and without notice for the purpose of repairing the Dwelling Unit, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists.

(c) If any owner shall not be personally present to grant entry to his Dwelling Unit, the Corporation or its agents may enter upon such Dwelling 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 the means of opening all locks to each Dwelling Unit, including the combination to any combination locking system. No owner shall change any lock or the combination thereof or place any additional locks or locking devices on the doors to any Dwelling Unit or to any part of the common elements of which such owner has the exclusive use, without immediately providing to the Corporation the means of opening such lock or locking device.

(e) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this declaration or the by-laws.

ARTICLE IV COMMON ELEMENTS

4.1 Use of Common Elements

Subject to the provisions of the Act, the declaration, the by-laws and rules, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

4.2 Restricted Use of Recreational and Amenity Space

The board shall be entitled to determine from time to time on terms and conditions satisfactory to it, the basis upon which the recreational amenity space, which is part of the common elements, can be utilized by owners and/or occupants of Dwelling Units or others including without limitation any charges to be paid for the use thereof. The owners and occupants of the Retail Units shall not be entitled to the use of such recreational amenity space.

4.3 Exclusive Use of Parts of Common Elements

Subject to compliance with the Act, the declaration, by-laws and rules passed pursuant to the Act, Unit owners shall have the exclusive use of those parts of the common elements as set out in Schedule "F".

4.4 Restrictive Access

Without the consent in writing of the board, no owner shall have any right of access to those parts of the common elements including those parts of the common elements over which he has exclusive use, used from time to time as utilities areas, building maintenance storage areas, offices of the Manager if any, operating machinery, including window washing equipment, or any other parts of the common elements used for the care, maintenance, or operation of the Property. This paragraph shall not apply to any first mortgagee holding mortgages on at least ten percent (10%) of the Units, who shall have right of access for inspection upon forty-eight (48) hours' notice to the building manager.

4.5 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 an addition, alteration, or improvement to the Common Elements, a change in the assets of the Corporation or a 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 (66²/₃%) percent of the Units, make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owner in accordance with subsections 97 (4), (5) and (6) of the Act.

4.6 **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:

- (a) the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the common elements, for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, construction and/or customer service program(s) with respect to any unsold Units in this Condominium from time to time;
- (b) the Declarant and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale purposes, as well as model suites and one or more offices for marketing, sales, construction and/or customer service purposes, upon any portion of the common elements, and within or outside any unsold Units, at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or any one else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/construction/customer service office(s) and said model suites;
- (c) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant and its authorized agents, representative and/or invitees over the common element areas of this Condominium; and
- (d) the Corporation shall ensure that no actions or steps are taken by anyone which would restrict the use or operation of the Retail Units, including any signage associated therewith, except in accordance with municipal or other governmental requirements and as previously set out herein.
- (e) the Corporation shall enter into novation and assumption agreements assuming the obligations of the Declarant concerning the easement and the mutual use agreement(s) with adjoining owners as set out in a Cost Sharing and Easement Agreement dated August 23, 1994 among Hayter Street Developments Inc., Richlore Construction Limited and 462230 Ontario Limited registered as Instrument No. C922469 (the "Cost Sharing Agreement") which provides for, inter alia, certain pedestrian and vehicular easements to shared driveways and landscaped areas and to maintain the exterior of buildings, including the right of encroachment of existing and future podiums, landscaping, or any other improvements, fixtures or chattels, as set out in Schedule "A" hereto, and any servicing agreements and other agreements with the municipal authorities and other third party servicing companies. In accordance with the Cost Sharing Agreement, the condominium corporations created on the adjoining lands, being Metropolitan Toronto Condominium Corporation No. 1284 ("MTCC 1284") and Metropolitan Toronto Condominium Corporation No. 1085 ("MTCC 1085") and their respective unit owners, tenants and invitees, including without limitation, property managers, including employees and agents, shall have free and unlimited pedestrian access and egress over, through and along the Common Landscape Areas, being Parts 3, 5, 14 and 18 on Plan 66R-16833 (the "Common Landscape Areas") and no rule or by-law of the Corporation shall unreasonably prohibit, limit or restrict such access over the Common Landscape Areas by the owners, tenants, or invitees of the dwelling units of such condominium corporations. In accordance with the provisions of the Cost Sharing Agreement, the owners, tenants and invitees of dwelling units in the Condominium and MTCC 1284 and MTCC 1085, including property managers and their employees and agents, shall have free and unlimited pedestrian and vehicular access over, through and along the Common Interior Roadway designated as Parts 4, 6, 13, 16, 17, 19, 26 and 27 on Plan 66R-16833 (the "Common Interior Roadway") and no rule or by-law of the Corporation shall unreasonably prohibit, limit or restrict such access over the Common Interior Roadway by owners, tenants or invitees of dwelling units of such condominium corporations.

4.7 **Animals**

No animals other than those usually considered to be pets are permitted to be on or about the common elements, including the exclusive use common elements. All pets must be kept under personal supervision and control and held by a leash at all times during ingress to and egress from a Unit and while on the common elements of the building or the grounds. Notwithstanding the generality of the foregoing, no attack dogs and no animals which are considered to be a nuisance by the board or the Property manager, in their absolute discretion, are permitted to be on or about the common elements.

4.8 **Visitor Parking**

Each space in the common elements identified as visitor parking shall be used only by visitors and guests of the owners or occupants of the Condominium or by the Declarant and/or its sales and leasing staff, authorized personnel or prospective purchasers or tenants, until such time as all Dwelling and Retail Units in the building have been sold or leased, for the purpose of casual parking thereon of one (1) vehicle, and such spaces shall not be sold, assigned or leased to anyone and shall not be considered part of the exclusive use portions of the common elements.

ARTICLE V MAINTENANCE AND REPAIRS

5.1 Each Dwelling Unit owner shall maintain or cause to be maintained a temperature in his Unit at a minimum temperature of 8° Celsius (46.5° Fahrenheit). Each owner shall maintain his Unit and subject to the provisions of the declaration, each owner shall repair his Unit after damage, all at his own expense. Notwithstanding anything provided to the contrary, each owner shall be responsible for all damages to any other Units or to the common elements which are caused by the owner or by those for whom he is in law responsible or caused by the failure of such owner to so maintain or repair his Unit.

The Corporation shall make any repairs that any owner is obligated to make and that he does not make within a reasonable time after written notice is given to such owner by the Corporation. In such event an owner shall be deemed to have consented to having repairs done to his Unit by the Corporation. The owner shall reimburse the Corporation in full for the cost of such repairs including any legal fees and collection costs incurred by the Corporation in order to collect the costs of such repairs and all such costs shall bear interest at the Corporation's bank's prime rate of interest plus 4% per annum calculated monthly, not in advance, until paid by the owner. The Corporation may collect such costs in such instalments as the board may decide upon, which instalment shall be added to the monthly contribution towards common expenses of such owner after receipt of written notice from the Corporation thereof and shall be treated in all respects as a common expense and be recoverable as such.

The Corporation shall repair and maintain the common elements. Notwithstanding the foregoing, the owners of Dwelling Units which have the exclusive use of a balcony or terrace shall be responsible for the maintenance of such exclusive use common element areas. The Corporation shall repair and maintain all doors which provide means of ingress to and egress from a Unit and to all windows, save and except for the maintenance of interior surfaces of windows and doors providing ingress to and egress from a Unit, all at its own expense, whether such doors and windows are part of a Unit or part of the common elements.

ARTICLE VI INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

6.1 The Corporation shall 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 payable to the Corporation in excess of fifteen (15%) percent of the replacement cost of the Property covered by the insurance policy;
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the declaration;
- (c) the disbursement of such proceeds to those entitled thereto pursuant to the provisions of the Insurance Trust Agreement; and
- (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

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

6.2 If:

- (a) the Corporation is obligated to repair any Unit 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 any Unit in accordance with the provisions of the Act, and 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 Notice 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 percent (25%) of the building, or

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

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

ARTICLE VII INSURANCE

7.1 By the Corporation

The Corporation shall obtain and maintain insurance against major perils and such other perils as the board may from time to time deem advisable insuring:

(a) the Property, but excluding improvements and betterments made or acquired by an owner; or

(b) personal Property owned by the Corporation, but not including furnishings, furniture, or other personal Property supplied or installed by the owners in an amount equal to the replacement cost of such real and personal Property, without deduction for depreciation. 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 mortgagee endorsements, which shall be subject to the provisions of the declaration and the Insurance Trust Agreement, and shall contain the following provisions:

(i) waivers of subrogation against the Corporation, its Manager, agents, employees and servants and as against the owners, and any member of the household or guests of any owner or occupant of a Unit, except for arson, fraud, vehicle impact, vandalism, or malicious mischief;

(ii) that such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days' prior written notice to the Corporation and to the Insurance Trustee;

(iii) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the Property by the Act is terminated.

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.

(c) public liability and Property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the common elements insuring the liability of the Corporation and the owners from time to time, with limits to be determined by the board, but not less than Five Million Dollars (\$5,000,000) and without right of subrogation as against the

Corporation, its Manager, agents, employees and servants, and as against the owners and any member of the household or guests of any owner or occupant of a Unit.

(d) insurance against the Corporation's liability arising from the ownership, use of 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.

(e) insurance indemnifying directors and officers of the Corporation against any liabilities incurred by them in the execution of their duties provided that such insurance shall not indemnify directors of officers against liabilities incurred by them as a result of a contravention of the obligation to exercise their powers and duties honestly and in good faith.

7.2 **General Provisions**

(a) Prior to the obtaining by anyone other than the Declarant, of any policy of insurance under paragraph 7.1(a) and (b) of this Article, or any renewal or renewals thereof, or at such other time as the board may deem advisable, the board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the Property for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.

(b) The board shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged Unit, shall be bound by such adjustment. The board may, however, authorize an owner in writing to adjust any loss to his Unit.

(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 first mortgagee requesting same; renewal certificates or certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies of new insurance policies to each first mortgagee requesting same, not later than ten (10) days before the expiry of any current insurance policy. The policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the Corporation. A certificate or memorandum of all insurance policies and endorsements thereto and renewal certificates thereof shall be furnished only to each owner and mortgagee who has notified the Corporation that he has become an owner or mortgagee.

(d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in the declaration and the Act.

7.3 **By the Owner**

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance or any other insurance, should be obtained and maintained by such owner for his own benefit.

(a) Insurance on any additions, improvements or betterments made to a Unit to the extent same are not covered as part of the standard Unit for the class of Unit to which the Owner's Unit belongs by the insurance obtained and maintained by the Corporation and for furnishings, fixtures, equipment, decorating and personal Property and chattels of the owner contained within his Unit or his exclusive use common elements and his personal Property and chattels kept elsewhere on the Property, including his automobile or automobiles, and for loss of use and occupancy of his Unit in the event of damage. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its Manager, agents, employees and servants, and against the other owners and any members of their household, or guests, except for arson, fraud, vehicle impact, vandalism or malicious mischief.

(b) Public liability insurance covering any liability of any owner to the extent not covered by any public liability and Property damage insurance obtained and maintained by the Corporation.

(c) Additional living expenses incurred by an owner if forced to leave his home by one of the hazards protected against under the owner's personal policy.

(d) Special assessments levied by the Corporation.

(e) Insurance covering the deductible on the Corporation's master insurance policy for which an owner may be responsible.

ARTICLE VIII PERFORMANCE AUDIT

8.1 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:

(a) 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

(b) 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.

ARTICLE IX MISCELLANEOUS

9.1 **Invalidity**

The invalidity of any part of this declaration shall not impair or affect in any manner the validity and enforceability of effect of the balance thereof.

9.2 **Gender**

The use of the masculine gender in this declaration 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.

DATED at Toronto this 30th day of March, 2011.

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

LUMIERE RESIDENCES INC.

Per: 

Name: Alan Menkes

Title: Authorized Signing Officer

I have authority to bind the Corporation.

SCHEDULE "A"

In the City of Toronto and in the Province of Ontario being composed of:

FIRSTLY:

Part of Lot 141 according to a plan registered in the Registry Division of the Toronto Registry Office as Plan 154, designated as PARTS 12, 16, 17, 20 and 21 on a plan of survey of record deposited in the Land Titles Division of the Toronto Registry Office as Plan 66R-16833.

Being All of P.I.N. 21199-0014(LT).

SECONDLY:

Lots 142 to 147 inclusive, Lots 164 to 169 inclusive and Part of Lots 141, 148, 163 and 170 on said Registered Plan 154, designated as PARTS 1, 3, 4, 8 and 9 on said Plan 66R-16833.

Being All of P.I.N. 21199-0015(LT).

The Easterly limit of La Plante Avenue and the westerly limit of Bay Street have been confirmed under the Boundaries Act by Plan BA-865 and registered as Instrument No. CT189558.

TOGETHER WITH an easement in favour of the **FIRSTLY** and **SECONDLY** lands over part of Lots 176 and 177 on said Registered Plan 154, designated as PART 18 on said Plan 66R-16833, for the purpose of pedestrian access and egress, as more particularly described in Instrument C922474.

TOGETHER WITH an easement in favour of the **FIRSTLY** and **SECONDLY** lands over part of Lots 133, 134, 135, 176 and 177 on said Registered Plan 154, designated as PARTS 19 and 26 on said Plan 66R-16833, for purpose of vehicular and pedestrian access and egress, as more particularly described in Instrument C922474.

TOGETHER WITH an easement in favour of the **FIRSTLY** and **SECONDLY** lands over part of Lots 170 to 176 inclusive on said Registered Plan 154, designated as PARTS 5 and 14 on said Plan 66R-16833, for the purpose of pedestrian access and egress as more particularly described in Instrument C922475.

TOGETHER WITH an easement in favour of the **FIRSTLY** and **SECONDLY** lands over part of Lots 135 and 170 to 176 inclusive on Registered Plan 154, designated as PARTS 6, 13 and 27 on said Plan 66R-16833, for the purpose of vehicular and pedestrian access and egress, as more particularly described in Instrument C922475.

TOGETHER WITH an easement in favour of the **FIRSTLY** and **SECONDLY** lands over part of Lots 138 to 141 inclusive on said Registered Plan 154, designated as PARTS 7 and 15 on said Plan 66R-16833, for the purpose of vehicular and pedestrian access and egress, as more particularly described in Instrument C922475.

TOGETHER WITH easements in favour of the **FIRSTLY** and **SECONDLY** Lands over Lots 136 to 140 inclusive and 171 to 175 inclusive and Part of Lots 135, 141, 170 and 176 on said Registered Plan 154, designated as PARTS 2, 5, 6, 7, 10, 13, 14, 15, 25 and 27 on said Plan 66R-16833, for the purposes as more particularly described in Instrument E295978.

SUBJECT TO easements over part of the **FIRSTLY** lands, in favour of the owner(s) their successors and assigns, of Lots 136 to 140 inclusive and 171 to 175 inclusive and Part of Lots 135, 141, 170 and 176 on said Registered Plan 154, designated as PARTS 2, 5, 6, 7, 10, 13, 14, 15, 25 and 27 on said Plan 66R-16833, over part of Lot 141 on said Registered Plan 154, designated as PARTS 7, 8 and 10 on a plan or survey of record deposited in the Land Titles Division of the Toronto Registry Office as Plan 66R-18501 and PARTS 20 and 21 on said Plan 66R-16833, for the purposes as more particularly described in Instrument E295979.

SUBJECT TO easements over part of the **SECONDLY** lands, in favour of the owner(s), their successors and assigns of Lots 136 to 140 inclusive and 171 to 175 inclusive and Part of Lots 135, 141, 170 and 176 on said Registered Plan 154, designated as PARTS 2, 5, 6, 7, 10, 13, 14, 15, 25 and 27 on said Plan 66R-16833, over part of Lots 141 to 145 inclusive, 169 and 170 on said Registered Plan 154, designated as PARTS 3, 4, 5 and 6 on said Plan 66R-18501 and PARTS 8 and 9 on said Plan 66R-16833, for the purposes as more particularly described in Instrument E295979.

SUBJECT TO an easement over part of the **SECONDLY** lands, in favour of the owner(s), their successors and assigns of Lots 136 to 140 inclusive and 171 to 175 inclusive and Part of Lot 135, 141, 170 and 176 on said Registered Plan 154, designated as PARTS 2, 5, 6, 7, 10, 13, 14, 15, 25 and 27 on said Plan 66R-16833, over part of Lots 169 and 170 on said Registered Plan 154, designated as PARTS 1, 2 and 3 on said Plan 66R-18501 and PART 3 on said Plan 66R-16833, for the purpose of a fire access route, as more particularly described in Instrument E291363.

SUBJECT TO an easement over part of the **SECONDLY** lands, in favour of the owner(s), their successors and assigns of Lots 136 to 140 inclusive and 171 to 175 inclusive and Part of Lots 135, 141, 170 and 176 on said Registered Plan 154, designated as PARTS 2, 5, 6, 7, 10, 13, 14, 15, 25 and 27 on said Plan 66R-16833 and Lots 129 to 134 inclusive and 177 to 182 inclusive and Part of Lots 135 to 176 inclusive on said Registered Plan 154, designated as PARTS 11, 18, 19, 22, 23, 24, 26, 28, and 29 on said Plan 66R-16833, over part of Lots 169 and 170 on said Registered Plan 154, designated as PART 3 on said Plan 66R-16833, for the purpose of pedestrian access and egress, as more particularly described in Instrument C922476.

SUBJECT TO an easement over part of the **FIRSTLY** and **SECONDLY** lands, in favour of the owner(s), their successors and assigns of Lots 136 to 140 inclusive and 171 to 175 inclusive and Part of Lots 135, 141, 170 and 176 on said Registered Plan 154, designated as PARTS 2, 5, 6, 7, 10, 13, 14, 15, 25 and 27 on said Plan 66R-16833 and Lots 129 to 134 inclusive and 177 to 182 inclusive and Part of Lots 135 to 176 inclusive on said Registered Plan 154, designated as PARTS 11, 18, 19, 22, 23, 24, 26, 28, and 29 on said Plan 66R-16833, over part of Lots 141 to 145 inclusive, 169 and 170 on said Registered Plan 154, designated as PARTS 4, 16 and 17 on said Plan 66R-16833, for purpose of vehicular and pedestrian access and egress, as more particularly described in Instrument C922476.

SUBJECT TO an easement over part of the **FIRSTLY** and **SECONDLY** lands, in favour of the owner(s), their successors and assigns of Lots 136 to 140 inclusive and 171 to 175 inclusive and Part of Lots 135, 141, 170 and 176 on said Registered Plan 154, designated as PARTS 2, 5, 6, 7, 10, 13, 14, 15, 25 and 27 on said Plan 66R-16833, over part of Lots 141 and 170 on said Registered Plan 154, designated as PARTS 8, 9, 20 and 21 on said Plan 66R-16833, for the purpose of building maintenance, as more particularly described in Instrument C922476.

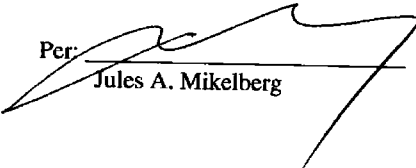
SUBJECT TO an easement in favour of Rogers Cable Communications Inc., over the **FIRSTLY** lands, being Part of Lot 141 on said Plan 154, designated as PARTS 12, 16, 17, 20 and 21 on said Plan 66R-16833 and the **SECONDLY** lands, being Lots 142 to 147 inclusive, Lots 164 to 169 inclusive and Part of Lots 141, 148, 163 and 170 on said Plan 154, designated as PARTS 1, 3, 4, 8 and 9 on said Plan 66R-16833, for the purposes as set out in Instrument AT1451027.

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In my 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.

Fraser, Milner, Casgrain, LLP.
duly authorized representatives for
LUMIERE RESIDENCES INC.

March 30, 2011
Dated

Per: 
Jules A. Mikelberg

SCHEDULE "B"


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

- (i) Bank of Montreal has a registered Mortgage within the meaning of Clause 7(2)(b) of the *Condominium Act, 1998* registered as Instrument No. AT1408462 in The Land Titles Division of Toronto.
- (ii) We consent to the registration of this Declaration pursuant to the Act against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- (iii) We postpone the mortgage and interests under it to the Declaration and the easements in Schedule "A" to the Declaration.
- (iv) We are entitled by law to grant this consent and postponement.

DATED at Toronto this 9 day of March, 2011.

BANK OF MONTREAL

Per: 
 Name: **CHRISTA HUEBNER**
 Title: **DIRECTOR**

Per: 
 Name: **NEIL ECCLESTON**
 Title: **FUNDING ANALYST**

I/We have authority to bind the corporation.

SCHEDULE "B-1"

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

- (i) Travelers Guarantee Company of Canada has a registered Mortgage within the meaning of Clause 7(2)(b) of the *Condominium Act, 1998* registered as Instrument No. AT1529979 and Notice of Amending Agreement AT1974767 in The Land Titles Division of Toronto.
- (ii) We consent to the registration of this Declaration pursuant to the Act against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- (iii) We postpone the mortgage and interests under it to the Declaration and the easements in Schedule "A" to the Declaration.
- (iv) We are entitled by law to grant this consent and postponement.

DATED at Toronto this 8th day of March, 2011.

**TRAVELERS GUARANTEE COMPANY
OF CANADA**

Per: 
Name: **Sara Ahmadi**
Title: **Senior Underwriter**

Per: 
Name: **Kim Roberts**
Title: **Senior Underwriter**

I/We have authority to bind the corporation.

SCHEDULE "C"

Each Dwelling Unit, Guest Amenity Unit, Retail Unit, Parking Unit, Bicycle/Storage Unit and Locker Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 5, both inclusive of the Description with respect to the Unit numbers indicated thereon. The monuments controlling the extent of the Units are the physical surfaces referred to immediately below and are illustrated on Part 1, Sheets 1 to 5, 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 DWELLING UNITS**

(being Units 3 to 6 inclusive on Level 2, Units 1 to 15 inclusive on Level 3, Units 1 to 13 inclusive on Levels 4 to 16 inclusive, Units 1 to 12 inclusive on Levels 17 to 25 inclusive, Units 1 to 11 inclusive on Level 26 and Units 1 to 8 inclusive on Levels 27 to 32 inclusive).

2. **BOUNDARIES OF THE GUEST AMENITY UNITS**

(being Units 1 and 2 on Level 2).

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

3. **BOUNDARIES OF THE RETAIL UNITS**

(being Units 1 to 3 inclusive on Level 1).

- a) Each Retail 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 Retail Unit is bounded horizontally by one or a combination of the following:
- i) the unfinished exterior surface and plane of the exterior doors, door frames, windows and window frames, said doors and windows being in a closed position and the exterior surfaces of all glass panels contained therein.
 - ii) the backside surface and plane of the drywall sheathing on walls separating the Unit from the Common Element or another Unit, where applicable.

- iii) the vertical plane established by measurement.
- iv) the unit side surface and plane of the concrete or concrete block walls and production.
- v) the plane defined by the centre-line of columns and the production thereof.

4. **BOUNDARIES OF THE PARKING UNITS**

(being Units 1 to 28 inclusive on Level A, Units 1 to 49 inclusive on Levels B, C and D and Units 1 to 51 inclusive on Level E).

- a) Each Parking Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete garage floor slab and production.
 - ii) the plane 2.10 metres perpendicularly distant above and parallel to the upper surface and plane of the concrete garage floor slab.
 - iii) the lower surface and plane of the concrete ceiling slab and its production, for Units 36 and 37 on Level E.
- b) Each Parking Unit is bounded horizontally by one or a combination of the following:
 - i) the vertical plane established by measurement.
 - ii) the plane defined by the line and face of concrete columns and the production thereof.
 - iii) the plane defined by the centre-line of columns and the production thereof.
 - iv) the unit side surface and plane of the concrete or concrete block walls and the production thereof.
 - v) the vertical plane established perpendicular to the concrete wall, located at the rear of the Unit, and passing through the centre of the concrete column and production thereof.
 - vi) the vertical plane established by measurement and perpendicular to the concrete wall, located at the rear of the Unit.

5. **BOUNDARIES OF THE BICYCLE/STORAGE UNITS**

(being Units 29 to 63 inclusive on Level A, Units 50 to 110 inclusive on Level B, Units 50 to 103 inclusive on Levels C and D and Units 52 to 97 inclusive on Level E).

6. **BOUNDARIES OF THE LOCKER UNITS**

(being Units 16 to 32 inclusive on Level 3).


- a) Each Bicycle/Storage Unit and Locker Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and its production.
 - ii) the lower surface and plane of the steel wire mesh and frame and production.
 - iii) the plane 2.10 metres perpendicularly distant above and parallel to the upper surface and plane of the concrete garage floor slab, for Units 58 and 65 on Levels B, C and D and Units 52 and 59 on Level E.

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- b) Each Bicycle/Storage Unit and Locker is bounded horizontally by one or a combination of the following:
- i) the unit side surface and plane of the concrete or concrete block walls.
 - ii) the unit side surface of the steel wire mesh and frame and production.
 - iii) the backside surface and plane of the drywall sheathing and production on walls separating one Unit from another Unit or the Common Element, where applicable.

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 5, both inclusive of the Description.

March 29, 2011
Dated


D. Miral
Ontario Land Surveyor

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

SCHEDULE "D"

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Proportion of interest in common elements and proportion of common expenses expressed in percentages.

Unit No.	Level No.	Percentage
1 Parking	A	0.000001
2	A	0.000001
3	A	0.000001
4	A	0.000001
5	A	0.000001
6	A	0.000001
7	A	0.000001
8	A	0.000001
9	A	0.000001
10	A	0.000001
11	A	0.000001
12	A	0.000001
13	A	0.000001
14	A	0.000001
15	A	0.000001
16	A	0.000001
17	A	0.000001
18	A	0.000001
19	A	0.000001
20	A	0.000001
21	A	0.000001
22	A	0.000001
23	A	0.000001
24	A	0.000001
25	A	0.000001
26	A	0.000001
27	A	0.000001
28	A	0.000001
29 Bicycle/Storage	A	0.000001
30	A	0.000001
31	A	0.000001
32	A	0.000001
33	A	0.000001
34	A	0.000001
35	A	0.000001
36	A	0.000001
37	A	0.000001
38	A	0.000001
39	A	0.000001
40	A	0.000001
41	A	0.000001
42	A	0.000001
43	A	0.000001
44	A	0.000001
45	A	0.000001
46	A	0.000001
47	A	0.000001
48	A	0.000001
49	A	0.000001
50	A	0.000001
51	A	0.000001
52	A	0.000001
53	A	0.000001
54	A	0.000001
55	A	0.000001
56	A	0.000001
57	A	0.000001
58	A	0.000001
59	A	0.000001
60	A	0.000001
61	A	0.000001
62	A	0.000001
63	A	0.000001
1 Parking	B	0.000001
2	B	0.000001
3	B	0.000001
4	B	0.000001
5	B	0.000001
6	B	0.000001
7	B	0.000001
8	B	0.000001
9	B	0.000001
10	B	0.000001
11	B	0.000001
12	B	0.000001
13	B	0.000001
14	B	0.000001
15	B	0.000001
16	B	0.000001
17	B	0.000001
18	B	0.000001
19	B	0.000001
20	B	0.000001
21	B	0.000001
22	B	0.000001
23	B	0.000001
24	B	0.000001
25	B	0.000001
26	B	0.000001
27	B	0.000001
28	B	0.000001
29	B	0.000001
30	B	0.000001
31	B	0.000001
32	B	0.000001
33	B	0.000001
34	B	0.000001
35	B	0.000001
36	B	0.000001
37	B	0.000001
38	B	0.000001
39	B	0.000001
40	B	0.000001

SCHEDULE "D"

Proportion of interest in common elements and proportion of common expenses expressed in percentages.

Unit No	Level No.	Percentage
41	B	0.000001
42	B	0.000001
43	B	0.000001
44	B	0.000001
45	B	0.000001
46	B	0.000001
47	B	0.000001
48	B	0.000001
49	B	0.000001
50 Bicycle/Storage	B	0.000001
51	B	0.000001
52	B	0.000001
53	B	0.000001
54	B	0.000001
55	B	0.000001
56	B	0.000001
57	B	0.000001
58	B	0.000001
59	B	0.000001
60	B	0.000001
61	B	0.000001
62	B	0.000001
63	B	0.000001
64	B	0.000001
65	B	0.000001
66	B	0.000001
67	B	0.000001
68	B	0.000001
69	B	0.000001
70	B	0.000001
71	B	0.000001
72	B	0.000001
73	B	0.000001
74	B	0.000001
75	B	0.000001
76	B	0.000001
77	B	0.000001
78	B	0.000001
79	B	0.000001
80	B	0.000001
81	B	0.000001
82	B	0.000001
83	B	0.000001
84	B	0.000001
85	B	0.000001
86	B	0.000001
87	B	0.000001
88	B	0.000001
89	B	0.000001
90	B	0.000001
91	B	0.000001
92	B	0.000001
93	B	0.000001
94	B	0.000001
95	B	0.000001
96	B	0.000001
97	B	0.000001
98	B	0.000001
99	B	0.000001
100	B	0.000001
101	B	0.000001
102	B	0.000001
103	B	0.000001
104	B	0.000001
105	B	0.000001
106	B	0.000001
107	B	0.000001
108	B	0.000001
109	B	0.000001
110	B	0.000001
1 Parking	C	0.000001
2	C	0.000001
3	C	0.000001
4	C	0.000001
5	C	0.000001
6	C	0.000001
7	C	0.000001
8	C	0.000001
9	C	0.000001
10	C	0.000001
11	C	0.000001
12	C	0.000001
13	C	0.000001
14	C	0.000001
15	C	0.000001
16	C	0.000001
17	C	0.000001
18	C	0.000001
19	C	0.000001
20	C	0.000001
21	C	0.000001
22	C	0.000001
23	C	0.000001
24	C	0.000001
25	C	0.000001
26	C	0.000001
27	C	0.000001
28	C	0.000001
29	C	0.000001
30	C	0.000001
31	C	0.000001
32	C	0.000001
33	C	0.000001

SCHEDULE "D"

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Proportion of interest in common elements and proportion of common expenses expressed in percentages.

Unit No.	Level No.	Percentage
34	C	0.000001
35	C	0.000001
36	C	0.000001
37	C	0.000001
38	C	0.000001
39	C	0.000001
40	C	0.000001
41	C	0.000001
42	C	0.000001
43	C	0.000001
44	C	0.000001
45	C	0.000001
46	C	0.000001
47	C	0.000001
48	C	0.000001
49	C	0.000001
50 Bicycle/Storage	C	0.000001
51	C	0.000001
52	C	0.000001
53	C	0.000001
54	C	0.000001
55	C	0.000001
56	C	0.000001
57	C	0.000001
58	C	0.000001
59	C	0.000001
60	C	0.000001
61	C	0.000001
62	C	0.000001
63	C	0.000001
64	C	0.000001
65	C	0.000001
66	C	0.000001
67	C	0.000001
68	C	0.000001
69	C	0.000001
70	C	0.000001
71	C	0.000001
72	C	0.000001
73	C	0.000001
74	C	0.000001
75	C	0.000001
76	C	0.000001
77	C	0.000001
78	C	0.000001
79	C	0.000001
80	C	0.000001
81	C	0.000001
82	C	0.000001
83	C	0.000001
84	C	0.000001
85	C	0.000001
86	C	0.000001
87	C	0.000001
88	C	0.000001
89	C	0.000001
90	C	0.000001
91	C	0.000001
92	C	0.000001
93	C	0.000001
94	C	0.000001
95	C	0.000001
96	C	0.000001
97	C	0.000001
98	C	0.000001
99	C	0.000001
100	C	0.000001
101	C	0.000001
102	C	0.000001
103	C	0.000001
1 Parking	D	0.000001
2	D	0.000001
3	D	0.000001
4	D	0.000001
5	D	0.000001
6	D	0.000001
7	D	0.000001
8	D	0.000001
9	D	0.000001
10	D	0.000001
11	D	0.000001
12	D	0.000001
13	D	0.000001
14	D	0.000001
15	D	0.000001
16	D	0.000001
17	D	0.000001
18	D	0.000001
19	D	0.000001
20	D	0.000001
21	D	0.000001
22	D	0.000001
23	D	0.000001
24	D	0.000001
25	D	0.000001
26	D	0.000001
27	D	0.000001
28	D	0.000001
29	D	0.000001
30	D	0.000001
31	D	0.000001
32	D	0.000001
33	D	0.000001

SCHEDULE "D"

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27

Proportion of interest in common elements and proportion of common expenses expressed in percentages.

Unit No.	Level No.	Percentage
34	D	0.000001
35	D	0.000001
36	D	0.000001
37	D	0.000001
38	D	0.000001
39	D	0.000001
40	D	0.000001
41	D	0.000001
42	D	0.000001
43	D	0.000001
44	D	0.000001
45	D	0.000001
46	D	0.000001
47	D	0.000001
48	D	0.000001
49	D	0.000001
50 Bicycle/Storage	D	0.000001
51	D	0.000001
52	D	0.000001
53	D	0.000001
54	D	0.000001
55	D	0.000001
56	D	0.000001
57	D	0.000001
58	D	0.000001
59	D	0.000001
60	D	0.000001
61	D	0.000001
62	D	0.000001
63	D	0.000001
64	D	0.000001
65	D	0.000001
66	D	0.000001
67	D	0.000001
68	D	0.000001
69	D	0.000001
70	D	0.000001
71	D	0.000001
72	D	0.000001
73	D	0.000001
74	D	0.000001
75	D	0.000001
76	D	0.000001
77	D	0.000001
78	D	0.000001
79	D	0.000001
80	D	0.000001
81	D	0.000001
82	D	0.000001
83	D	0.000001
84	D	0.000001
85	D	0.000001
86	D	0.000001
87	D	0.000001
88	D	0.000001
89	D	0.000001
90	D	0.000001
91	D	0.000001
92	D	0.000001
93	D	0.000001
94	D	0.000001
95	D	0.000001
96	D	0.000001
97	D	0.000001
98	D	0.000001
99	D	0.000001
100	D	0.000001
101	D	0.000001
102	D	0.000001
103	D	0.000001
1 Parking	E	0.000001
2	E	0.000001
3	E	0.000001
4	E	0.000001
5	E	0.000001
6	E	0.000001
7	E	0.000001
8	E	0.000001
9	E	0.000001
10	E	0.000001
11	E	0.000001
12	E	0.000001
13	E	0.000001
14	E	0.000001
15	E	0.000001
16	E	0.000001
17	E	0.000001
18	E	0.000001
19	E	0.000001
20	E	0.000001
21	E	0.000001
22	E	0.000001
23	E	0.000001
24	E	0.000001
25	E	0.000001
26	E	0.000001
27	E	0.000001
28	E	0.000001
29	E	0.000001
30	E	0.000001
31	E	0.000001
32	E	0.000001
33	E	0.000001

SCHEDULE "D"

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Proportion of interest in common elements and proportion of common expenses expressed in percentages.

Unit No.	Level No.	Percentage
34		
35	E	0.000001
36	E	0.000001
37	E	0.000001
38	E	0.000001
39	E	0.000001
40	E	0.000001
41	E	0.000001
42	E	0.000001
43	E	0.000001
44	E	0.000001
45	E	0.000001
46	E	0.000001
47	E	0.000001
48	E	0.000001
49	E	0.000001
50	E	0.000001
51	E	0.000001
52	Bicycle/Storage	0.000001
53	E	0.000001
54	E	0.000001
55	E	0.000001
56	E	0.000001
57	E	0.000001
58	E	0.000001
59	E	0.000001
60	E	0.000001
61	E	0.000001
62	E	0.000001
63	E	0.000001
64	E	0.000001
65	E	0.000001
66	E	0.000001
67	E	0.000001
68	E	0.000001
69	E	0.000001
70	E	0.000001
71	E	0.000001
72	E	0.000001
73	E	0.000001
74	E	0.000001
75	E	0.000001
76	E	0.000001
77	E	0.000001
78	E	0.000001
79	E	0.000001
80	E	0.000001
81	E	0.000001
82	E	0.000001
83	E	0.000001
84	E	0.000001
85	E	0.000001
86	E	0.000001
87	E	0.000001
88	E	0.000001
89	E	0.000001
90	E	0.000001
91	E	0.000001
92	E	0.000001
93	E	0.000001
94	E	0.000001
95	E	0.000001
96	E	0.000001
97	E	0.000001
1 Retail Unit	1	0.000001
2 Retail Unit	1	0.000001
3 Retail Unit	1	0.000001
1 Guest Suite	2	0.000001
2 Guest Suite	2	0.000001
3	2	0.281964
4	2	0.360376
5	2	0.360376
6	2	0.324734
1	3	0.207513
2	3	0.300181
3	3	0.312458
4	3	0.240383
5	3	0.240383
6	3	0.240383
7	3	0.324734
8	3	0.236818
9	3	0.236818
10	3	0.211869
11	3	0.211869
12	3	0.322754
13	3	0.215433
14 Super Suite	3	0.322733
15	3	0.354436
16 Lockers	3	0.000001
17	3	0.000001
18	3	0.000001
19	3	0.000001
20	3	0.000001
21	3	0.000001
22	3	0.000001
23	3	0.000001
24	3	0.000001

SCHEDULE D'

Proportion of interest in common elements and proportion of common expenses expressed in percentages.

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29

Unit No	Level No.	Percentage
25	3	0.000001
26	3	0.000001
27	3	0.000001
28	3	0.000001
29	3	0.000001
30	3	0.000001
31	3	0.000001
32	3	0.000001
1	4	0.344535
2	4	0.302161
3	4	0.242363
4	4	0.242363
5	4	0.241967
6	4	0.341763
7	4	0.236422
8	4	0.211869
9	4	0.211869
10	4	0.322754
11	4	0.215433
12	4	0.322754
13	4	0.354436
1	5	0.344535
2	5	0.302161
3	5	0.242363
4	5	0.242363
5	5	0.241967
6	5	0.341763
7	5	0.236422
8	5	0.211869
9	5	0.211869
10	5	0.322754
11	5	0.215433
12	5	0.322754
13	5	0.354436
1	6	0.344535
2	6	0.302161
3	6	0.242363
4	6	0.242363
5	6	0.241967
6	6	0.341763
7	6	0.236422
8	6	0.211869
9	6	0.211869
10	6	0.322754
11	6	0.215433
12	6	0.322754
13	6	0.354436
1	7	0.344535
2	7	0.302161
3	7	0.242363
4	7	0.242363
5	7	0.241967
6	7	0.341763
7	7	0.236422
8	7	0.211869
9	7	0.211869
10	7	0.322754
11	7	0.215433
12	7	0.322754
13	7	0.354436
1	8	0.344535
2	8	0.302161
3	8	0.242363
4	8	0.242363
5	8	0.241967
6	8	0.341763
7	8	0.236422
8	8	0.211869
9	8	0.211869
10	8	0.322754
11	8	0.215433
12	8	0.322754
13	8	0.354436
1	9	0.344535
2	9	0.302161
3	9	0.242363
4	9	0.242363
5	9	0.241967
6	9	0.341763
7	9	0.236422
8	9	0.211869
9	9	0.211869
10	9	0.322754
11	9	0.215433
12	9	0.322754
13	9	0.354436
1	10	0.344535
2	10	0.302161
3	10	0.242363
4	10	0.242363
5	10	0.241967
6	10	0.341763
7	10	0.236422
8	10	0.211869
9	10	0.211869

SCHEDULE "D"

Proportion of interest in common elements and proportion of common expenses expressed in percentages

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Unit No.	Level No.	Percentage
10	10	0.322754
11	10	0.215433
12	10	0.322754
13	10	0.354436
1	11	0.344535
2	11	0.302161
3	11	0.242363
4	11	0.242363
5	11	0.242363
6	11	0.241967
7	11	0.341763
8	11	0.236422
9	11	0.211869
10	11	0.211869
11	11	0.322754
12	11	0.215433
13	11	0.322754
		0.354436
1	12	0.344535
2	12	0.302161
3	12	0.242363
4	12	0.242363
5	12	0.242363
6	12	0.241967
7	12	0.341763
8	12	0.236422
9	12	0.211869
10	12	0.211869
11	12	0.322754
12	12	0.215433
13	12	0.322754
		0.354436
1	13	0.344535
2	13	0.302161
3	13	0.242363
4	13	0.242363
5	13	0.242363
6	13	0.241967
7	13	0.341763
8	13	0.236422
9	13	0.211869
10	13	0.211869
11	13	0.322754
12	13	0.215433
13	13	0.322754
		0.354436
1	14	0.344535
2	14	0.302161
3	14	0.242363
4	14	0.242363
5	14	0.242363
6	14	0.241967
7	14	0.341763
8	14	0.236422
9	14	0.211869
10	14	0.211869
11	14	0.322754
12	14	0.215433
13	14	0.322754
		0.354436
1	15	0.344535
2	15	0.302161
3	15	0.242363
4	15	0.242363
5	15	0.242363
6	15	0.241967
7	15	0.341763
8	15	0.236422
9	15	0.211869
10	15	0.211869
11	15	0.322754
12	15	0.215433
13	15	0.322754
		0.354436
1	16	0.344535
2	16	0.302161
3	16	0.242363
4	16	0.242363
5	16	0.242363
6	16	0.241967
7	16	0.341763
8	16	0.236422
9	16	0.211869
10	16	0.211869
11	16	0.322754
12	16	0.215433
13	16	0.322754
		0.354436
1	17	0.344535
2	17	0.302161
3	17	0.242363
4	17	0.242363
5	17	0.242363
6	17	0.241967
7	17	0.341763
8	17	0.236422
9	17	0.211869
10	17	0.211869
11	17	0.352851
12	17	0.238006
		0.354436
1	18	0.344535

SCHEDULE "D"

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Proportion of interest in common elements and proportion of common expenses expressed in percentages.

Unit No.	Level No.	Percentage
2	18	0.302161
3	18	0.242363
4	18	0.242363
5	18	0.241967
6	18	0.341763
7	18	0.236422
8	18	0.211869
9	18	0.211869
10	18	0.352851
11	18	0.238006
12	18	0.354436
1	19	0.344535
2	19	0.302161
3	19	0.242363
4	19	0.242363
5	19	0.241967
6	19	0.341763
7	19	0.236422
8	19	0.211869
9	19	0.211869
10	19	0.352851
11	19	0.238006
12	19	0.354436
1	20	0.344535
2	20	0.302161
3	20	0.242363
4	20	0.242363
5	20	0.241967
6	20	0.341763
7	20	0.236422
8	20	0.211869
9	20	0.211869
10	20	0.352851
11	20	0.238006
12	20	0.354436
1	21	0.344535
2	21	0.302161
3	21	0.242363
4	21	0.242363
5	21	0.241967
6	21	0.341763
7	21	0.236422
8	21	0.211869
9	21	0.211869
10	21	0.352851
11	21	0.238006
12	21	0.354436
1	22	0.344535
2	22	0.302161
3	22	0.242363
4	22	0.242363
5	22	0.241967
6	22	0.341763
7	22	0.236422
8	22	0.211869
9	22	0.211869
10	22	0.352851
11	22	0.238006
12	22	0.354436
1	23	0.344535
2	23	0.302161
3	23	0.242363
4	23	0.242363
5	23	0.241967
6	23	0.341763
7	23	0.236422
8	23	0.211869
9	23	0.211869
10	23	0.352851
11	23	0.238006
12	23	0.354436
1	24	0.344535
2	24	0.302161
3	24	0.242363
4	24	0.242363
5	24	0.241967
6	24	0.341763
7	24	0.236422
8	24	0.211869
9	24	0.211869
10	24	0.352851
11	24	0.238006
12	24	0.354436
1	25	0.344535
2	25	0.302161
3	25	0.242363
4	25	0.242363
5	25	0.241967
6	25	0.341763
7	25	0.236422
8	25	0.211869
9	25	0.211869
10	25	0.352851
11	25	0.238006
12	25	0.354436

SCHEDULE "D"

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Proportion of interest in common elements and proportion of common expenses expressed in percentages.

Unit No.	Level No.	Percentage
1	26	0.344535
2	26	0.302161
3	26	0.242363
4	26	0.242363
5	26	0.241967
6	26	0.341763
7	26	0.236422
8	26	0.211869
9	26	0.211869
10	26	0.372256
11	26	0.499774
1	27	0.344535
2	27	0.302161
3	27	0.242363
4	27	0.242363
5	27	0.241967
6	27	0.352059
7	27	0.287905
8	27	0.470865
1	28	0.344535
2	28	0.302161
3	28	0.242363
4	28	0.242363
5	28	0.241967
6	28	0.352059
7	28	0.287905
8	28	0.466112
1	29	0.344535
2	29	0.302161
3	29	0.242363
4	29	0.242363
5	29	0.241967
6	29	0.352059
7	29	0.287905
8	29	0.466112
1	30	0.344535
2	30	0.302161
3	30	0.242363
4	30	0.242363
5	30	0.241967
6	30	0.352059
7	30	0.287905
8	30	0.466112
1	31	0.344535
2	31	0.302161
3	31	0.242363
4	31	0.242363
5	31	0.241967
6	31	0.352059
7	31	0.287905
8	31	0.466112
1	32	0.344535
2	32	0.302161
3	32	0.242363
4	32	0.242363
5	32	0.241967
6	32	0.352059
7	32	0.287905
8	32	0.466112

100.000000

SCHEDULE "E"

COMMON EXPENSES

Common expenses shall include the following:

- (a) All expenses of the Corporation incurred by it or the board in the performance of the objects and duties of the Corporation whether such objects or duties are imposed under the provisions of the Act or of this declaration or performed pursuant to any by-law of the Corporation;
- (b) All sums of money levied or charged to the Corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities and services including, without limiting the generality of the foregoing, levies or charges for:
- insurance premiums
 - water and sewage, electricity and gas (unless separately metered or check metered to the Unit, in which case same shall not form part of the common expenses)
 - maintenance materials, tools and supplies
 - snow removal and landscaping
 - realty taxes (including local improvement charges) levied against the entire Property until such time as taxes are levied against each Unit
 - waste disposal
 - management fees
 - maintenance and operational costs of the Recreational and Amenity Space, as described herein.
- (c) Remuneration payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the Property;
- (d) The cost of maintaining fidelity bonds as provided in the by-laws;
- (e) All sums of money paid or payable by the Corporation to or for the benefit of any and all persons, firms or Corporations engaged or retained by the Corporation, the board, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation, including, without limitation, legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services;
- (f) The cost of furnishings and equipment for use in and about the common elements including the repair, maintenance, operation, or replacement thereof;
- (g) Contributions to the reserve fund;
- (h) The cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
- (i) The cost of insurance appraisals;
- (j) The fees of the Insurance Trustee;
- (k) The cost of maintenance, repair and operation of the recreational facilities and other amenities and pursuant to any cost sharing easement agreements with adjoining owners;
- (l) The cost of mortgage payments, common expenses, realty taxes and other ancillary costs relating to the Superintendent's Unit and the Guest Amenity Units.

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:

- a) the Owner(s) of each of the Retail Units 1 to 3 inclusive on Level 1, shall each have the exclusive use of a patio, as illustrated in heavy outline on PART 2, Sheet 1 of the Description, being numbered the same number as the Unit with the prefix letter "P".
- b) the Owner(s) of each of the Retail Units 1 to 3 inclusive on Level 1, shall each have the exclusive use of a sign band, as illustrated in heavy outline on PART 2, Sheet 1 of the Description, being numbered the same number as the Unit with the prefix letter "S".
- c) the Owner(s) of Retail Units 2 and 3 on Level 1, shall each have the exclusive use in common of a corridor to which the said Units provide direct access, the said corridor being illustrated in heavy outline on PART 2, Sheet 1 of the Description, being designated with the term "C1".
- d) the Owner(s) of each of Dwelling Units 1, 2, 14 and 15 on Level 3, Units 2 to 12 inclusive on Level 4, Units 10 and 11 on Level 17 and Units 7 and 8 on Level 27, shall have the exclusive use of a terrace to which the said Units provide direct and sole access.
- e) the Owner(s) of each of the Guest Amenity Units 1 and 2 on Level 2, shall have the exclusive use of a balcony to which the said Units provide direct and sole access.
- f) the Owner(s) of each of Dwelling Units 3 to 6 inclusive on Level 2, Units 1, 12 and 13 on Level 4, Units 1 to 10 inclusive, 12 and 13 on Levels 5 to 16 inclusive, Units 1 to 12 inclusive on Levels 17 to 25 inclusive, Units 1 to 11 inclusive on Level 26, Units 1 to 4 inclusive and 6 on Level 27 and Units 1 to 4 inclusive, 6, 7 and 8 on Levels 28 to 32 inclusive, shall have the exclusive use of a balcony or balconies to which the said Units provide direct and sole access.

Form 2
CERTIFICATE OF ARCHITECT OR ENGINEER (SCHEDULE G TO
DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM
CORPORATION) (under clause 8 (1) (e) or (h) of the Condominium Act, 1998)

Condominium Act, 1998

I certify that:

[Strike out whichever is not applicable:

Each building on the property **770 BAY ST. | TORONTO | ON**

OR

(In the case of an amendment to the declaration creating a phase:

Each building on the land included in the phase))

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

(Check whichever boxes are applicable)

- 1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
- 2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
- 3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
- 4. All underground garages have walls and floor assemblies in place.

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 licence, 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.

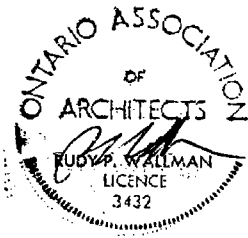
OR

- There are no indoor and outdoor swimming pools.
- 11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 17 day of JANUARY

[Signature]
(signature)

RUDY WALLMAN
(print name)



(Strike out whichever is not applicable:

Architect

~~Professional Engineer)~~

O. Reg. 48/01, Form 2.

SCHEDULE "G"

CERTIFICATE OF ARCHITECT OR ENGINEER

(SCHEDULE "G" TO DECLARATION FOR A
STANDARD OR LEASEHOLD CONDOMINIUM
CORPORATION)

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

I certify that:

~~strike out whichever is not applicable:~~

Each building on the property

or

~~(in the case of an amendment to the declaration creating a phase:~~

~~Each building on the land included in the phase))~~

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

(Check whichever boxes are applicable)

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place.

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 designated 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.

Balázs Farkas, M.A.Sc., P.Eng., LEED AP
Senior Vice President
BF:cfb
Encl.

DATED this 11th day of January, 2011.



A handwritten signature in black ink, appearing to read "Balázs Farkas".

Name: Balázs Farkas, P.Eng., LEED AP
Title: Senior Vice President
Firm: Hidi Rae Consulting Engineers Inc.