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Jeff Gillert

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DECLARATION

CONDOMINIUM ACT, 1998

TORONTO STANDARD CONDOMINIUM PLAN NO.	2599
NEW PROPERTY IDENTIFIERS BLOCK	76599

RECENTLY : ALL OF PINS: 21238-0216 (LT)

DECLARANT : ALEXANDRA PARK CONDOMINIUM RESIDENCES INC.

SOLICITOR :	MARY CRITELLI		
FIRM:	DELZOTTO, ZORZI LLP		
Phone :	416-665-5555	Fax :	416-665-9653

No. OF UNITS 497

FEES : 497 X $5 = $2485 + $73.90 = $2,558.90

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

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

ALEXANDRA PARK CONDOMINIUM RESIDENCES INC.
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Declarant**")

WHEREAS the Declarant is the owner in fee simple of certain lands and premises situate in the City of Toronto, and being more particularly described in Schedule "A" annexed hereto, and in the description submitted concurrently herewith by the Declarant for registration in accordance with the Act (hereinafter referred to as the "**description**"), and which lands are sometimes hereinafter referred to as the "**Real Property**" or the "**lands**";

AND WHEREAS the Declarant has constructed a building upon the Real Property comprising **241 dwelling units** (with no designated superintendent's suite), **120 parking units, 135 locker units,** and **1 communication control unit**;

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

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART I - INTRODUCTION

Section 1 - Definitions

In addition to those words, terms or phrases specifically defined elsewhere in this declaration, the words, terms or phrases used in this declaration shall have the meanings ascribed to them in the Act, unless this declaration specifies otherwise, or unless the context otherwise requires, and in particular, the words, terms or phrases set out below shall have the meanings respectively ascribed to them as follows:

a) the "**AAI Agreement**" shall mean the agreement that may be entered into by this Condominium with any owner desiring to make any addition, alteration or improvement to the common elements (or to an installation upon the common elements), pursuant to the provisions of Section 98 of the Act, and which agreement shall, amongst other things, specify who will have ownership of the proposed addition, alteration or improvement to the common elements under subsection 98(2) of the Act, allocate the cost of undertaking or implementing the proposed addition, alteration or improvement between this Condominium and the owner, establish and confirm the respective duties and responsibilities regarding the proposed addition, alteration or improvement (including without limitation, the responsibility for the cost of repair after damage, maintenance and insurance with respect to same), and shall address or set out any other matters that may be prescribed from time to time by the regulations to the Act;

b) the "**Board**" or "**board**" shall mean the board of directors of this Condominium (as hereinafter defined) from time to time;

c) the "**common elements**" shall mean all the property (as hereinafter defined), except the units;

d) the "**common interest**" shall mean the interest in the common elements appurtenant to a unit;

e) the "**communication control unit**" shall mean unit 8 on level 14 situate on the rooftop of the apartment tower comprising this Condominium (as hereinafter defined), intended to be used for the purposes of broadcasting, distributing, transmitting, re-transmitting and receiving radio, television, telephone, microwave data, radio data, paging and/or satellite transmissions and signals (or for any other electronic or communication purposes ancillary thereto), as more particularly set out in section 31 of this declaration;

f) the "**Corporation**", or "**this Corporation**", or the "**Condominium**", or "**this Condominium**", shall mean the standard condominium corporation created by the registration of this declaration, and the description filed concurrently herewith, pursuant to the provisions of the Act;

g) the "**dwelling units**" shall mean units 1 to 10 both inclusive on level 1, units 1 to 24 both inclusive on level 2, units 1 to 28 both inclusive on levels 3 and 4, units 1 to 26 both inclusive on level 5, units 1 to 20 both inclusive on levels 6 to 8 both inclusive, units 1 to 14 both inclusive on level 9, units 1 to 13 both inclusive on levels 10 and 11, units 1 to 9 both inclusive on levels 12 and 13, and units 1 to 7, both inclusive on level 14, all intended to be used solely for the purposes set out in section 28 of this declaration;

h) "**Electrical Parking Spaces**" shall mean parking units 28 to 31 on level B, and intended to be owned, used and/or occupied only in accordance with the provisions of section 29(e) of this declaration;

i) the **"Governmental Authorities"** shall mean the City of Toronto, and all other governmental authorities or agencies having jurisdiction over the development of the Real Property and/or the registration of this Condominium;

j) **"Handicapped Parking Unit"** shall have the meaning ascribed thereto in section 29 (d) of this declaration;

k) the **"locker units"** shall mean units 25 to 32 both inclusive on level 2, units 58 to 83, both inclusive on level A, and units 64 to 164, both inclusive on level B, and intended to be owned, used and/or occupied only in accordance with the provisions of section 30 of this declaration;

l) the **"multi-purpose/party rooms"** shall mean each of the multi-purpose/ party rooms comprising part of the common elements situate on level 1 of the Condominium, forming part of the Recreation Centre (as hereinafter defined), containing an adjoining lounge/seating area, and intended to be used solely in the manner or for the purposes set out in section 19 of this declaration;

m) an **"owner"** shall mean the owner or owners of the freehold estate in a unit and its appurtenant common interests [and save as otherwise hereinafter expressly provided to the contrary, the term "owner" includes the Declarant with respect to any units in this Condominium which the Declarant has retained ownership, and that have not yet been transferred and conveyed by the Declarant to another person, corporation or other legal entity], but does not include a mortgagee unless in possession;

n) the **"parking units"** shall mean units 1 to 57, inclusive on level A and units 1 to 63, inclusive on level B and intended to be owned, used and/or occupied only in accordance with the provisions of section 29 of this declaration;

o) the **"property"** shall mean the Real Property (including all buildings situate thereon) and the interests appurtenant thereto described in the description (and more particularly set out in Schedule "A" annexed hereto), and shall include any lands and interests appurtenant thereto that are added to the common elements after the registration of this declaration;

p) **"Proportionate Share of Utility Consumption"** or **"P.S.U.C."** has the meaning ascribed thereto in section 28 (e) of this declaration;

q) the **"Recreation Centre"** shall mean the indoor and outdoor amenity areas located on levels 1 and 9, comprising part of the common elements of this Condominium, and containing:

   i) a multi-purpose/party room (which contains an adjoining lounge/seating area), private dining room/boardroom (which has an adjoining preparation kitchen), a theatre room, an exercise/weights room, a whirlpool, a men's change room and steam room and a women's charge room and steam room, all of which amenities and facilities are situate on level 1; and

   ii) two outdoor landscaped amenity areas situate on levels 1 and 9 respectively;

   together with all of the equipment, facilities and furnishings respectively contained within the aforementioned recreation centre areas from time to time, and which are (or may at any time hereafter be) used in connection with the operation, enjoyment and/or maintenance thereof, and which recreational facilities and amenities are intended to be used and enjoyed by the Declarant and the respective owners, residents, tenants and invitees of the dwelling units in this Condominium exclusively, in accordance with the provisions of section 18 of this declaration;

r) the **"rules"** shall mean the rules passed by the board of directors of this Condominium (hereinafter called the **"board"**), and becoming effective in accordance with the provisions of section 58 of the Act;

s) the **"Terrace Landscaping"** shall mean the trees, shrubs, plantings, hard landscaped finishes and features, fences, screens, stonework, planter boxes and/or any other similar items or materials installed or planted by the Declarant (in its sole, unfettered and unchallenged discretion) within the exclusive use outdoor terrace areas appurtenant to (or allocated to) certain dwelling units in this Condominium, pursuant to the provisions of Schedule "F" to this declaration, and which shall be maintained and repaired by the respective owners of said dwelling units in accordance with the provisions of section 37(c)(v) of this declaration (but nevertheless subject to the overriding provisions of sections 37(c)(vi) and (vii) of this declaration);

t) a **"unit"** shall mean a part of the lands included in the description and designated as a unit by the description, and shall comprise the space enclosed by its boundaries and all the material parts of the said lands within such space, in accordance with this declaration and the description, and shall expressly include or exclude (as the case may be) those. pipes, wires, cables, conduits, ducts, equipment and/or mechanical or similar apparatus as are more particularly described in section 5 of this declaration. For greater certainty, the definition of a **"unit"**, insofar as it relates to the duty to maintain (pursuant to section 90 of the Act) and the duty to repair (pursuant to section 89 of the Act) as provided or stipulated in this declaration, shall extend to all building components, finishes, fixtures and features installed within any unit by the Declarant in accordance with the architectural and/or structural plans pertaining to this Condominium, notwithstanding that such installations (or any portion thereof) may have occurred after the registration of this declaration, provided that same are described in the schedule delivered by the Declarant to the Corporation pursuant to section 43(5)(h) of the Act, or alternatively included within the description of the standard unit (for the class of unit to which each unit belongs) as described in a by-law hereafter enacted by the Corporation under section 56(1)(h) of the Act; and

u) the **"visitor parking"** shall mean the indoor/underground visitor parking spaces located on level A, and comprising part of the common elements of this Condominium, and which are designated by the letter "V" on the condominium description plan filed concurrently herewith, and intended to be used solely for the purposes set out in section 22 of this declaration.

Section 2 - <u>Statement Confirming the Act Governs the Lands</u>

The lands described in **Schedule "A"** annexed hereto, and in the description filed concurrently herewith, together with all interests

appurtenant thereto, shall be governed by the Act.

Section 3 - Statement Confirming the Type of Condominium Created

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

Section 4 - Consent of Outstanding Mortgagees

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

Section 5 - Inclusions/Exclusions from Units

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

a) **each dwelling unit shall include** all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service(s) to that particular unit only, and that lie within or beyond the unit boundaries thereof as more particularly set out in Schedule "C" annexed hereto, and **shall specifically include:**

i) the complete individual fan coil unit or system (and all equipment and fixtures appurtenant thereto, including the fan, coils, valves and controls, together with the supply and return branch pipes extending from the common vertical pipe risers, which carry or conduct either hot water or chilled water to any such unit) which provides both heating and cooling services to the unit exclusively (regardless of whether same is/are installed or located within or beyond the boundaries of said unit);

ii) all electrical receptacles, one-way intercom and alarm controls [save and except for the cable(s) servicing such controls and save and except for any in-suite heat detector and/or fire alarm that is connected to (or which ultimately links to) this Condominium's main fire annunciation or alarm panel, which shall accordingly comprise part of the common elements], ventilation fan units, light fixtures lying within suspended ceilings and similar apparatus that supply any service to any such unit only (regardless of whether same are installed or located within or beyond the boundaries of said unit); and

iii) any water and/or other branch piping extending to the common pipe risers, but expressly excluding any common pipe risers;

b) **each dwelling unit shall exclude:**

i) all concrete, concrete block or masonry portions of load bearing walls or columns located within the boundaries of said unit;

ii) all pipes, wires, cables, conduits, ducts, flues, and mechanical or similar apparatus that supply any service to more than one unit, or to the common elements, or that may lie within the boundaries of any such unit but which do not service that particular unit;

iii) all the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system of the Condominium;

iv) any rigid insulation or other similar material used for insulation on the underside of the concrete ceiling slab; and

v) all exterior door and exterior window hardware (such as door and/or window handles, locks, hinges and peep holes);

c) **each parking unit shall exclude** all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any unit and/or to the common elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any parking unit), and shall also exclude:

i) any concrete columns, concrete walls or load bearing walls which may be located within (or comprise part of) the boundaries of any parking unit, together with any fire hose cabinets and steel guard rails abutting (or affixed to, or hanging from) any such columns or walls; and

ii) any waterproofing membrane, asphalt traffic topping or any other protective coating or substance affixed to, or installed upon, the unit side face or upper surface of the concrete floor slab beneath such parking unit;

d) **each locker unit shall exclude** all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any unit and/or to the common elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any locker unit), and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within (or comprise part of) the boundaries of any locker unit, together with any fire hose cabinets abutting (or affixed to, or hanging from) any such columns or walls;

e) **the communication control unit** **shall include** each of the electrical rooms and/or electrical closets situate on each level throughout this Condominium, and all wires, cables and cable conduits emanating from the communication control unit and extending beyond the boundaries thereof from each of the aforementioned electrical rooms and/or electrical closets and leading to (and ultimately connecting to or with) each of the dwelling units (and each of the other units in this Condominium, excluding any parking and/or locker units) situate on each level of this Condominium, **and shall expressly include:**

i) any branch conduits extending to any conduit risers, as well as the riser conduits and all junction or pull boxes, together with all wires, cables, cable television termination closets, cable receptacles, ports, jacks, electrical grounding apparatus and all other mechanical or similar apparatus and equipment leading or emanating from (or otherwise connected to) the communication control unit which may now or hereafter be used in connection with the supply of cable television, telephone, data, internet, radio, wireless and/or any other telecommunication services heretofore or hereafter provided to any dwelling unit(s) in this Condominium [and to any other unit(s) in this Condominium, excluding however any parking and/or locker units] and/or to any part of the common elements, regardless of whether any or all of such wires, cables, closets, receptacles, ports, jacks, apparatus and/or equipment are situate within or beyond the boundaries of the communication control unit as outlined in Schedule "C" annexed hereto and/or as delineated on any condominium description plan sheet(s) filed concurrently with this declaration; and

ii) all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus that supply any service and/or utility (or which facilitates the supply of any service and/or utility) exclusively to the communication control unit [including without limitation, the electrical grounding of the CCU Equipment (as such term is hereinafter defined)], regardless of whether such pipes, wires, cables, conduits, ducts and apparatus are situate within or beyond the boundaries of the communication control unit as outlined in Schedule "C" annexed hereto and/or as delineated on any condominium description plan sheet(s) filed concurrently with this declaration; and

f) **the communication control unit** **shall exclude** all catwalks or walkways situate within the boundaries of the communication control unit, and all pipes, wires, cables, ducts, flues, and mechanical or similar apparatus and equipment that supply any service [other than cable television, telephone, data, internet, radio, wireless and/or any other telecommunication service(s)] to any other unit(s) and/or to the common elements, regardless of whether same may be situate within the boundaries of the communication control unit.

Section 6 - Common Interest and Common Expense Allocation

Each owner shall have an undivided interest in the common elements as a tenant-in-common with all other owners, and shall correspondingly be obliged to contribute to the common expenses, in the proportions set forth opposite each unit number in **Schedule "D"** annexed hereto. The total of the proportions of the common interests and of the common expenses shall each be one hundred (100%) percent.

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

The Corporation's **address for service** shall be:

4800 Dufferin Street
Toronto, Ontario, M3H 5S9

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

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

38 Cameron Street
Toronto, Ontario, M5T 0C3

Section 8 - Exclusive Use Common Elements

The owners of the units listed in **Schedule "F"** annexed hereto shall have the exclusive use and enjoyment of those portions of the common elements more particularly described in said Schedule "F" which are respectively allocated or appurtenant to said units, subject however to such use and enjoyment being regulated by the provisions of the Act, this declaration and the by-laws and rules of the Corporation.

Section 9 - Conditions of the Approval Authority

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

a) Visitor parking spaces will be clearly delineated on the condominium plan to be registered, and the declaration shall contain a clause clearly specifying that visitors parking shall form part of the common elements, and neither be used by, nor sold to, any unit owners, nor be considered part of the exclusive use portions of the common elements;

b) Non-disabled unit owners and/or occupants of any non-visitor handicapped parking units shall be obligated, upon notification by the condominium corporation, to exchange, at no cost to the disabled driver, the use of the handicapped parking unit with a disabled driver's non-handicapped parking unit;

c) This development is subject to an existing sanitary discharge agreement dated December 7, 2016, made between the City and the Declarant under Chapter 681 of the City of Toronto Municipal Code (**"Chapter 681"**) to permit the discharge of private water, as defined by Chapter 681, to a City sanitary sewer. Upon registration of the condominium, the Condominium Corporation shall apply to assume the discharge agreement and all of the obligations and rights under it or to enter into a similar, though not necessarily identical, discharge agreement with the City pursuant to Chapter 681, at the discretion of the General Manager, Toronto Water. This agreement contains, without limitation, certain discharge conditions, payment conditions and termination and suspension rights. These conditions set out what may be discharged by the Owner to the particular City sewer identified in the agreement; how much the Owner must pay for this discharge to the City sewer; ongoing sampling, reporting and monitoring conditions; and what conditions must be met by the Owner to continue to discharge to the City sewer; as well as rights the City may have to inspect, test and sample the water being discharged and to suspend or terminate the agreement, in which case the Owner must have and use an alternate method to dispose of the private water.

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

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

Section 11 - Composition of First Board of Directors

Pursuant to the provisions of section 42(4) of the Act, it is hereby declared that the first board of directors of this Condominium shall consist of five (5) persons, and such composition of the board shall continue until a by-law increasing or decreasing said number has been duly enacted at any time following the turnover meeting (convened in accordance with the provisions of section 43 of the Act) in respect of this Condominium.

PART 2 - COMMON EXPENSES

Section 12 - Specification of Common Expenses

The common expenses shall comprise the expenses of the performance of the objects and duties of the Corporation, and such other costs and expenses incurred by or on behalf of the Corporation that are specifically designated as (or collectible as) common expenses pursuant to the provisions of the Act and/or this declaration, including without limitation, those specific expenses which are listed in **Schedule "E"** annexed hereto. Notwithstanding anything provided in Schedule "E" to the contrary, in an effort to ensure that the Corporation does not incur large unfunded financial obligations (or a large indebtedness) without the specific consent of the owners, the common expenses shall exclude monies required to be raised:

a) to pay for any undertaking which costs more than $25,000.00 and which is not required or contemplated by law, or the Act, or by any provision in this declaration or in any of the by-laws of the Corporation (hereinafter individually referred to as a **"by-law"**, and collectively referred to as the **"by-laws"**), or in any agreement(s) binding on the Corporation that is expressly authorized or ratified by any by-law; or

b) to pay (or repay) the cost of any borrowing of money for or on behalf of the Corporation which is in excess of $25,000.00, or that increases the outstanding indebtedness of the Corporation to more than $25,000.00, and which is not required or contemplated by any provision in this declaration or in any by-law, or in any agreement(s) binding on the Corporation that is expressly authorized or ratified by any by-law;

unless such undertaking and its cost, or such borrowing and its cost (as the case may be) have received specific approval by a majority of the owners who are present (in person or by proxy) at a meeting duly called for the purpose of obtaining such approval.

Section 13 - Payment of Common Expenses

Each owner shall pay to the Corporation his or her proportionate share of the common expenses, and the assessment and collection of the contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision in this declaration or in any by-laws or rules of the Corporation in force from time to time (or a breach of any provision in any agreement(s) binding on the Corporation that is expressly authorized or ratified by any by-law) committed by any unit owner (and/or by members of his or her family, or by anyone residing in the owner's unit with the permission or knowledge of the owner, and/or their respective tenants, invitees or

licensees), including without limitation, the cost of any increase in the Corporation's insurance premiums (and any deductible amount) as contemplated in section 16(a) below caused by any unit owner (or by those for whose acts such owner is responsible, at law or in equity) shall be borne and paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

Section 14 - Reserve Fund

a) The Corporation shall establish and maintain one or more reserve funds, and shall collect from the owners, as part of their respective contributions towards the common expenses, all amounts that are reasonably expected to provide sufficient funds for the major repair and replacement of the common elements and assets of the Corporation, all in accordance with the provisions of the Act.

b) No part of any reserve fund shall be used except for the purposes for which such fund was established. The amount in all reserve funds shall constitute an asset of the Corporation, and shall not be distributed to any owner(s) except upon the termination of the Corporation, in accordance with the provisions of the Act.

Section 15 - Status Certificate

The Corporation shall provide a status certificate to any requesting party who has paid the fees charged by the Corporation for same, in accordance with the provisions of section 76 of the Act, together with all requisite accompanying documents, statements and information prescribed by the Act in connection therewith. The Corporation shall provide the Declarant (and/or any purchaser, transferee or mortgagee of a unit from the Declarant) with a status certificate (and all such accompanying documentation, statements and information) issued in accordance with the provisions of section 76 of the Act, as may be requested from time to time by or on behalf of the Declarant (or by any such purchaser, transferee or mortgagee) in connection with the Declarant's sale, transfer or mortgage of any unit(s) in this Condominium, all at no charge or fee to the Declarant whatsoever.

PART 3 - OCCUPATION, USE AND MODIFICATION OF THE COMMON ELEMENTS

Section 16 - General Use of the Common Element Areas

a) Save as otherwise provided in this declaration to the contrary, each owner may make reasonable use of (and has the right to enjoy) the whole or any part of the common elements, including those exclusive use common element areas allocated or appurtenant to his or her unit in **Schedule "F"** annexed hereto, subject to any applicable conditions or restrictions set out in the Act, this declaration, the by-laws and rules of the Corporation, and any agreement(s) binding on the Corporation and expressly authorized or ratified by any by-law. However, save and except as expressly provided or contemplated in this declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on, within any unit or upon any portion of the common elements that:

i) will result in a contravention of any term or provision set out in the Act, this declaration, the by-laws and rules of the Corporation, and in any agreement(s) binding on the Corporation and expressly authorized or ratified by any by-law;

ii) is likely to damage the property of the Condominium , injure any person, or impair the structural integrity of any unit or common element area;

iii) will unreasonably interfere with the use and enjoyment by the other owners of the common elements and/or their respective units; or

iv) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy.

In the event that the use of the common elements or any portion thereof by any owner (or by the occupants of any dwelling unit residing therein with the consent or knowledge of the owner of said unit, or by anyone else for whose acts or omissions said unit owner is responsible or liable, either at law or in equity) contravenes any of the foregoing provisions, then such owner shall indemnify and save the Corporation harmless from and against any and all costs, damages, expenses and/or liabilities that the Corporation may suffer or incur as a result of said contravention, and/or as a result of the cancellation of any such insurance policy of the Corporation arising therefrom (including without limitation, any costs incurred to redress, rectify and/or relieve said contravention), and such owner shall also be personally liable to pay and/or fully reimburse the Corporation for any increased insurance premiums (as well as the entire deductible amount with respect to any insurance policy or policies of the Corporation) paid or payable by the Corporation as a result thereof, and all such costs and expenses may be recovered by the Corporation against such owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation against such owner's unit, similar to the case of common expense arrears). However, none of the foregoing

provisions shall be construed so as to prohibit or restrict (nor shall same be applied in any manner which prohibits or restricts) the short-term leasing or licensing of any dwelling unit(s) by or on behalf of the Declarant and/or any other dwelling unit owner(s), provided and so long as the initial term or duration of any lease, sub-lease, license or sub-license (as the case may be) is in each case no less than thirty (30) consecutive days, and accordingly the aforementioned indemnity and reimbursement provisions with respect to any increased insurance premiums and/or deductible amount(s) regarding the Corporation's insurance shall not apply with respect to any short-term leasing or licensing arrangements in respect of any dwelling unit(s), provided and so long as the initial term or duration of any such lease, sub-lease, license or sub-license (as the case may be) is in each case no less than thirty (30) consecutive days.

b) No one shall, by any conduct or activity undertaken in or upon any part of the common elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to (or by virtue of) this declaration, any by-law and/or any agreement(s) binding on the Corporation that is expressly authorized or ratified by any by-law.

c) Save as otherwise provided in this declaration to the contrary, no owner shall make any change or alteration to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements (except for maintaining those parts of the common elements which he or she has a duty to maintain, in accordance with the provisions hereinafter set forth), without obtaining the prior approval of the Corporation thereto in accordance with the provisions of the Act.

Section 17 - <u>Declarant's Use of the Common Element Areas</u>

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 office(s) and program(s) with respect to any unsold units in this Condominium;

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, subjective, unfettered and unchallenged discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or any one else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/construction/customer-service office(s) and said model suites; and

c) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant and its authorized agents, representative and/or invitees over the common element areas of this Condominium, to and from the aforementioned sales/marketing office, construction office, customer service office and/or the temporary model suites, at all times during the opening hours of such offices and/or model suites, subject however to such reasonable and customary restrictions on access thereto as may be implemented or imposed by the security concierge situate in the lobby of (or elsewhere within the confines of) this Condominium;

until such time as all of the dwelling units in this Condominium, or such lesser number as the Declarant may determine or designate in its sole, subjective, unfettered and unchallenged discretion, have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof, whereupon the Declarant shall be entitled to remove all of the furnishings, chattels and equipment located in the aforementioned marketing/sales/construction/customer-service office(s), or may leave all fixtures or attached furnishings situate or maintained therein to or for the benefit of this Condominium, as determined by the Declarant in its sole, subjective, unfettered and unchallenged discretion.

Section 18 - <u>Use of the Recreation Centre</u>

a) Subject to the overriding provisions of subsection 18(b) hereof, the Recreation Centre and the various amenities, services and facilities located therein (or provided therefrom) shall be accessed, used and enjoyed only by the Declarant and the owners of the dwelling units in this Condominium, together with their respective residents, tenants and invitees, during the opening hours of the Recreation Centre established from time to time, for general recreational purposes, for meetings convened to conduct the business and affairs of this Condominium, and for such social, athletic and other recreational uses as are consistent with the equipment, facilities and/or amenities situate within (or comprising part of) the Recreation Centre, in accordance with all by-laws and regulations of the Governmental Authorities. Furthermore, subject to the overriding provisions of subsection

18(b) hereof, until such time as the Declarant has sold and transferred title to all of the dwelling units in this Condominium, the Declarant shall have the unilateral right, in its sole, subjective, unfettered and unchallenged discretion, to govern and control the use and operation of the Recreation Centre and the various amenities, services and/or facilities therein (or provided therefrom), and to establish hours of use, and to designate or restrict areas of use, with respect to the Recreation Centre or any portion thereof (including the right to restrict the use of any amenities, facilities and/or equipment located within any portion of the Recreation Centre), in order to best co-ordinate the operation and use of the Recreation Centre with the Declarant's marketing, sales, construction and/or customer-service program(s) for the units in this Condominium. From and after the date of this Condominium's turnover meeting, the use, enjoyment and operation of the Recreation Centre and the various amenities, services or facilities therein (or provided therefrom) shall be governed by the rules and regulations passed by the board of directors from time to time in connection therewith, subject however to the overriding provisions of subsection 18(b) hereof, on the express understanding that no rule(s) or regulation(s) hereafter passed or enacted by the board shall interfere with (or diminish) the right of the Declarant to maintain its marketing, sales, construction and/or customer-service offices and temporary model suites within the Recreation Centre, in accordance with the provisions hereinafter set forth.

b) Notwithstanding any other provision(s) contained in this declaration to the contrary, and notwithstanding any rules or by-laws of the Corporation hereafter passed or enacted to the contrary, it is hereby declared and stipulated that the Declarant shall be entitled to use and occupy any portion of the Recreation Centre exclusively for the Declarant's marketing, sales, construction and/or customer-service programs in connection with the units in this Condominium, and to erect and maintain one or more marketing, sales, construction and/or customer-service offices, as well as one or more temporary model suites, at such locations within any portion of the Recreation Centre [and within any unsold dwelling unit(s) in this Condominium] as the Declarant may unilaterally determine or select, in its sole, subjective, unfettered and unchallenged discretion, until such time as the Declarant has sold and transferred title to all of the dwelling units in this Condominium. The cost of erecting, maintaining and ultimately dismantling the said marketing, sales, construction and/or customer-service offices, as well as the said model suites, shall be borne by the Declarant, but the Declarant shall not be charged for the use of the space so occupied, nor for any utility services (or other usual or customary services) supplied thereto, nor shall the Corporation (or anyone else acting on behalf of the Corporation), nor any owner, tenant or resident in this Condominium prevent, limit or interfere with the provision of said utility services (and such other usual or customary services) to the said marketing, sales, construction and/or customer-service offices, and to the said model suites. The Corporation shall also ensure that no actions, steps or measures are taken by anyone which would prohibit, restrict or interrupt the access and egress over the common element areas of this Condominium by the Declarant, and its employees, agents, representatives and/or invitees, to and from the aforementioned marketing, sales, construction and/or customer-service offices, and the said model suites, at all times during the opening hours of the said offices and model suites (as determined by the Declarant in its sole, subjective, unfettered and unchallenged discretion), subject however to such reasonable and customary restrictions on access thereto as may be implemented by the security concierge retained by and on behalf of the Corporation. The Declarant shall also be entitled to erect, affix and maintain signs for marketing and/or sales purposes upon or within any part of the Recreation Centre, and within or outside any unsold unit(s), pursuant to the Declarant's on-going marketing program in respect of this Condominium , at such locations and having such dimensions and designs as the Declarant may determine in its sole, subjective, unfettered and unchallenged discretion, until such time as the Declarant has sold and conveyed title to all of the dwelling units in this Condominiums The Declarant shall be entitled at any time, and from time to time, to remove all of the furnishings, fixtures, chattels and equipment located in any model suite and/or in any marketing, sales, construction and/or customer service office(s) situate within the Recreation Centre or any portion thereof, or may leave any or all of same therein, to or for the benefit of this Condominium and the residents thereof, as determined by the Declarant in its sole, subjective, unfettered and unchallenged discretion.

Section 19- <u>Use of the Multi-Purpose/Party Rooms</u>

The multi-purpose/party rooms (comprising part of the common elements situate within the Recreation Centre, on level 1 of this Condominium) shall only be used to accommodate the respective parties and/or meetings which are convened or arranged by (and which benefit) any of the owners and/or tenants of the dwelling units in this Condominium, and/or the Declarant (while the Declarant continues to own any unit in this Condominium). The use of the multi-purpose/party room shall be subject to the terms and provisions of any applicable by-laws and regulations of the Governmental Authorities, and shall also be governed by the rules and regulations of the Corporation in force from time to time. A damage deposit, together with a service/cleaning charge, may have to be paid, in advance, for each day or night of use or occupancy of the multi-purpose/party room, in accordance with the rules and regulations passed by the board of directors from time to time in connection therewith. In addition, a security charge covering the cost of retaining temporary

security personnel to monitor the access and egress of all guests or attendees of any such party or meeting (as the case may be) may be levied by the board of directors from time to time, in its sole and unfettered discretion. However, no damage deposit, service/cleaning charge or security charge shall be required to be paid or posted by the Declarant under any circumstances whatsoever involving its use or reservation of the multi-purpose/party room, nor shall any such deposit or charge be paid or posted with respect to any meeting(s) of the board of directors and/or the unit owners that has been convened for the purposes of formally conducting the business and affairs of this Condominium.

Section 20 - Use of the Management Office .

The use of the management office situate on level 1within the Recreation Centre and comprising part of the common elements shall only be used by the property manager retained by or on behalf of this Condominium, and such manager's personnel or staff, for office administration purposes in connection with the overall management and ongoing operation/administration of this Condominium. The use of the management office shall be subject to the terms and provisions of any applicable by-laws and regulations of the Governmental Authorities, and shall also be governed by the rules and regulations of the Corporation in force from time to time.

Section 21 - Use of the Bicycle Storage Area

The bicycle storage areas for residents are situate on levels A and B and comprises part of the common elements of this Condominium, and shall be used only for the temporary storage of the bicycles of those dwelling unit owners in this Condominium (and/or their respective residents, tenants and invitees) who have been assigned an available bicycle space by the Corporation or its property manager on a "first come- first served" basis. Temporary bicycle storage spaces for the visitors to this Condominium are located in the designated area on level 1 within this Condominium, and all such bicycle spaces for visitors shall likewise be allocated and utilized on a "first come, first served" basis. Bicycles shall be permitted to be transported along, upon and within the common element lobby, elevators, hallways and corridors of this Condominium, in order to attain access to and egress from any bicycle storage areas, without having to carry the entire bicycle in the air in an effort to avoid any bicycle tires touching the ground or the floor surface, and despite the potential for staining or damaging the common element flooring, carpeting or elevators within this Condominium. The use of said bicycle storage areas shall be subject to the terms and provisions of any applicable by-laws and regulations of the Governmental Authorities, and shall also be governed by the rules and regulations of the Corporation in force from time to time.

Section 22 - Use of the Visitor Parking Spaces

a) Save as hereinafter otherwise provided to the contrary, each of the indoor visitor parking spaces (comprising part of the common elements situate on level A of this Condominium) shall be used only by the visitors and guests of the respective owners, residents and tenants of the dwelling units in this Condominium, from time to time, and by the Declarant's employees, agents, representatives, contractors and invitees from time to time, for the purposes of parking thereon (on a temporary basis only) only one motor vehicle per space, and each visitor parking space shall be individually so designated by means of a clearly visible sign.

b) Notwithstanding anything provided in this declaration to the contrary, it is expressly declared and stipulated that:

i) the Declarant, its marketing/sales staff, its authorized personnel or agents, and any prospective unit purchasers shall together have the right to use any of the underground visitor parking spaces (either individually or as a block of visitor parking spaces, with any such block to comprise no less than ten (10) underground visitor parking spaces, and to be designated by the Declarant in its sole, unfettered and unchallenged discretion), which right shall cease forthwith upon the sale of all dwelling units in this Condominium;

ii) none of the visitor parking spaces shall be assigned, leased or sold to any unit owner(s) or to any other party or parties, nor otherwise conveyed or encumbered, nor shall any of the visitor parking spaces ever be used by any unit owner(s), nor be made, converted to or considered part of any exclusive use portions of the common elements;

iii) where any visitor parking space(s) is/are also designated for handicapped parking, then such visitor handicapped parking space(s) may only be used by a disabled or handicapped visitor to this Condominium, provided that he or she holds a valid disabled parking permit that is appropriately displayed or visible in their vehicle; and

iv) no charge or fee shall be imposed or levied by the Corporation upon or against any visitor(s) for using any of the visitor parking spaces within this Condominium.

c) For the purposes of this declaration, the term "**motor vehicle**", when used in the context of visitor parking, shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan or truck, not exceeding 1.9 meters in height, and shall exclude any type of commercial vehicle or truck, as well as any trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the board of directors of this Condominium may wish to exclude from the property from time to time), but shall nevertheless specifically include any construction and/or loading vehicle(s) used by the Declarant

and/or any of its employees, agents, representatives or contractors in the course of constructing, completing, servicing and/or maintaining this Condominium or any portion thereof, as well as any service vehicles utilized in connection with the maintenance and/or repair of the units and/or common elements within this Condominium.

d) The use and operation of the visitor parking spaces situate within the confines of this Condominium shall be monitored and controlled by the security concierge retained by or on behalf of this Condominium.

Section 23 - Use of the Garbage Storage/Recycling Room

a) Municipal garbage pick-up service will be available to this Condominium only for the collection and removal of the garbage emanating from the dwelling units (and from the common element areas of this Condominium), on designated or scheduled municipal garbage pickup days. Accordingly, on designated municipal garbage collection and pick-up days only, the Corporation shall arrange for this Condominium's residential garbage container bins to be moved from the garbage storage/recycling room on level 1, to a reinforced exterior concrete storage/collection pad.

b) The Corporation shall arrange for a trained person to be present at all times during the removal of the garbage and refuse from this Condominium, in order to properly manoeuvre the garbage containers to the exterior concrete storage/collection pad, and onto the municipal garbage collection vehicles, and to act as a flagperson when such vehicles are reversing.

c) All costs and expenses associated with the municipality's provision of containerized residential garbage collection services for this Condominium shall comprise part of the common expenses.

Section 24 - Restricted Access and/or Use of Certain Common Element Areas

a) Save as otherwise specifically provided in this declaration to the contrary, it is hereby declared and stipulated that without the prior written consent of the board, no one other than the Declarant (and the authorized agents or representatives of the Declarant or the Corporation) shall have any right of access to any part of the common elements designated or used from time to time as a utilities area, service room, equipment room, building maintenance or storage area, garbage storage or recycling area, building manager's office, the Declarant's marketing, sales, construction and/or customer-service office(s), any area used by the Declarant as a temporary model suite, any area used for operating or storing the machinery of the Corporation, any portion of the roof comprising part of the common elements of this Condominium (save and except for the owner or tenant of the communication control unit and their respective authorized agents, representatives and/or contractors), or any other parts of the common elements used for the care, maintenance or repair of the Condominium's property generally. Save for the Declarant and the owner of the communication control unit and its authorized agents, contractors, tenants and/or representatives from time to time, no one shall be entitled to place or affix any matter or thing directly on top of any rooftop structure which encloses or houses any mechanical or electrical equipment, any heating or cooling equipment, as well as any elevator shaft, stairwell, catwalk, cooling tower, boiler room, and/or fresh air ducts. The foregoing restrictions on access shall not apply to any mortgagee having a first mortgage or charge registered against at least twenty-five (25%) percent of the dwelling units in this Condominium, if such mortgagee is exercising a right of access for purposes of inspection, upon giving 48 hours prior written notice thereof to the Corporation or its property manager.

Section 25 - Modification of Common Elements, Assets and Services

a) **General Prohibition**

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

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

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

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

The Corporation may make any non-substantial addition, alteration or improvement to (or renovation of) the common elements or any portion thereof, or may make any non-substantial change to the assets of the Corporation, or any non-substantial change(s) in any service(s) that the Corporation provides to the owners, in accordance with the provisions of subsections 97(2) and (3) of the Act.

d) **Determining Whether any Addition, Alteration or Improvement is Substantial**

Whether any addition, alteration or improvement to (or renovation of) the common elements, or any change in the assets of the Corporation, or any change in any service provided by the Corporation to the owners, is to be considered substantial or not, shall be determined or confirmed in accordance with the provisions of subsection 97(6) of the Act. The cost of any addition, alteration, improvement or change that the Corporation makes (whether substantial or otherwise) shall form part of the common expenses.

e) **As-Built Drawings**

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

PART 4 - OWNERSHIP OF UNITS

Section 26 - Restrictions on Parking Units and Locker Units

a) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and subject to the overriding provisions of subparagraph (b) below, it is expressly stipulated and declared that the ownership, sale, leasing, charging, assignment, transfer and/or other conveyance or encumbrance of any parking unit(s) and/or locker unit(s) in this Condominium [hereinafter collectively referred to as the **"Restricted Units"** and individually referred to as a **"Restricted Unit"**] shall be subject to the following restrictions and limitations, namely:

i) a Restricted Unit shall only be owned by the Declarant or by the Corporation, or by an owner of a dwelling unit in this Condominium, and shall only be used or occupied by the Declarant, the Corporation or by an owner, resident or tenant of a dwelling unit in this Condominium;

ii) no one (other than the Declarant or the Corporation) shall retain ownership of any Restricted Unit after he or she has sold and conveyed title to his or her dwelling unit in this Condominium;

iii) any sale, transfer, assignment or other conveyance of any Restricted Unit shall be made only to the Declarant, or to the Corporation, or to any owner of a dwelling unit within this Condominium;

iv) any lease of any Restricted Unit shall be made only to the Declarant, or to the Corporation, or to any owner or tenant of a dwelling unit within this Condominium, provided however that if any Restricted Unit is so leased to a tenant of a dwelling unit, then the term of such lease shall not extend beyond the term of the tenancy in respect of such dwelling unit;

v) where any Restricted Unit is leased to an owner of a dwelling unit in this Condominium, then upon the sale, transfer, assignment or other conveyance of the lessee's dwelling unit, the lease in respect of such Restricted Unit shall also be assigned by the said lessee to the transferee or new owner of such dwelling unit, within thirty (30) days of the registration of the transfer of title to the said dwelling unit, failing which the lease of such Restricted Unit shall be automatically terminated and be of no further force or effect, and the Restricted Unit which is subject to such lease shall thereupon revert to the lessor thereof; and

vi) where the lessee of a Restricted Unit is an owner of a dwelling unit in this Condominium, and such lessee is deprived of possession and/or ownership of his or her dwelling unit through any legal action, by any party holding or claiming a registered mortgage, charge, execution, lien or other encumbrance against the said dwelling unit, then the lease in respect of such Restricted Unit shall be deemed to have been in default, and shall thereupon be automatically terminated and of no further force or effect, whereupon the Restricted Unit which is subject to such lease shall

automatically revert to the lessor thereof.

b) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Restricted Unit, in contravention of any of the foregoing provisions in subparagraph (a) hereof, shall be automatically null and void, and of no force or effect whatsoever, and any lease of any Restricted Unit shall automatically be deemed and construed to be amended in order to accord with the foregoing provisions hereof.

PART 5 - OCCUPATION AND USE OF UNITS

Section 27 - General Use

a) No unit shall be occupied or used by any owner, or by anyone else, in such a manner as is likely to damage or injure any person or property (including any other units or any portion of the common elements), nor in any manner that will unreasonably interfere with the use or enjoyment by other owners of the common elements or their respective units, nor in any manner which might affect the structural integrity of any unit and/or the common elements, or that may result in the cancellation (or threat of cancellation) of any insurance policy obtained or maintained by the Corporation or otherwise referred to in this declaration, or that may significantly increase any insurance premium(s) or deductible amount with respect to any insurance policy of the Corporation, nor in such a manner as to lead to a breach by any owner (or by the Corporation) of any provision of this declaration, the by-laws or rules of this Condominium, and/or any agreement(s) binding on the Corporation and expressly authorized or ratified by any by-law. In the event that the use of a unit made by any owner (and/or by such owner's residents, tenants, employees, invitees or licensees), or by anyone else for whose actions such owner is responsible at law or in equity, causes injury to any person, or causes damage to such owner's unit and/or to any other unit(s) or to any part of the common elements, or results in the premium of any insurance policy obtained or maintained by the Corporation being significantly increased, or results in the payment of a deductible amount (or an increase in any deductible amount) with respect to any insurance policy of the Corporation, or results in any such policy being cancelled, then such owner shall fully indemnify and save the Corporation harmless from and against all costs, claims, damages and/or liabilities that the Corporation may suffer or incur as a consequence thereof, and such owner shall also be personally liable to pay and/or fully reimburse the Corporation for all costs and expenses incurred to fully redress or rectify any such injury or damage [including without limitation, all deductible amounts and increased insurance premiums (if any), together with all legal fees and disbursements incurred by the Corporation in the collection of any of the aforementioned costs, on a substantial indemnity scale], on the express understanding that all such costs, expenses, legal fees and disbursements may be recovered by the Corporation against such owner in the same manner, and to the same extent, as common expenses (and with corresponding lien rights in favour of the Corporation against such owner's unit, similar to the case of common expense arrears). The foregoing provisions of this subsection shall not, however, be construed so as to prohibit or restrict (nor shall same be applied in any manner which prohibits or restricts) the short-term leasing, sub-leasing, licensing or sub-licensing of any dwelling unit or group of dwelling units, whether in a furnished or unfurnished state, provided and so long as the initial term or duration of any such lease, sub-lease, license or sub-license (as the case may be) is in each case no less than thirty (30) consecutive days, and the aforementioned indemnity and reimbursement provisions with respect to any increased insurance premiums and/or any deductible amounts regarding the Corporation's insurance shall not apply with respect to the short-term leasing, sub-leasing, licensing or sub-licensing of any dwelling unit or group of dwelling units, provided and so long as the initial term or duration of any such lease, sub-lease, license or sub-license (as the case may be) is in each case no less than thirty (30) consecutive days.

b) The owner of each unit shall comply (and shall require all residents, tenants, invitees and/or licensees of his or her unit to comply) with the provisions of the Act, this declaration, the by-laws and rules of this Condominium, and any agreement(s) binding on the Corporation or expressly authorized or ratified by any by-law(s) of the Corporation.

c) Save as otherwise expressly provided in this declaration to the contrary, no one other than the Declarant shall make any structural change, renovation, alteration or addition whatsoever to his or her unit, without the prior written consent of the Corporation, on the express understanding that such consent shall be in the sole and unfettered discretion of the board and may be subject to such terms and conditions as the board may determine or impose from time to time. When requesting such consent, the owner shall provide to the board a copy of the plans relating to the proposed structural change, renovation, alteration or addition, and such other information as may be required by the board. The board, or its authorized agent, shall review such plans and information for the purpose of confirming that the proposed structural change, renovation, alteration or addition will not:

i) adversely affect the structural integrity of the unit or any other unit(s);

ii) detract from or unreasonably interfere with the use or enjoyment of any other unit(s) by the respective owner(s) or

occupant(s) of same;

iii) negatively impact the aesthetic appearance of this Condominium or any portion thereof;

iv) increase the insurance premiums relating to any policy of insurance maintained by the Corporation;

v) obstruct access to any utility easement(s), telecommunications easement(s), or public service(s);

vi) encroach upon the common elements (except in a minor way, if at all), nor upon or with respect to any other unit(s);

vii) alter the grading of the Real Property (or any portion thereof), nor obstruct any drainage pattern(s) of the Real Property; and

viii) violate any provisions of any by-law(s) or ordinance(s) of any of the Governmental Authorities, or any provisions of any agreement(s) or restriction(s) binding on the Corporation.

d) Without limiting the generality of the foregoing, no change shall be made or permitted to the colour of any exterior glass, window, door, screen or other installation(s) appurtenant to (or associated with) any unit, except with the prior written consent of the board, and each owner shall ensure that nothing is affixed, attached to, hung, displayed or otherwise placed on any portion of the exterior walls (including awnings and/or storm shutters), and/or the exterior doors or windows of this Condominium, except with the prior written consent of the board, or save and except as may otherwise be permitted by any other provision(s) of this declaration.

e) Save and except as may otherwise be expressly permitted by any other provisions of this declaration, no sign, advertisement or notice of any type, size or kind shall be inscribed, painted, affixed, attached, hung or displayed on any part of any unit (whether within the interior or exterior of any unit, and whether temporary or otherwise), without the express written consent of the board. This restriction shall not, however, apply to the Declarant under any circumstances whatsoever.

f) Save as otherwise expressly provided in this declaration to the contrary, no boundary, load-bearing or demising wall(s) in respect of any unit, nor any portion of the floor (excluding the floor finish) or ceiling (excluding the ceiling finish) of any unit, nor the door of any unit leading directly to any common element hallway or corridor, or to any outdoor common element area, nor any portion of the Condominium's heating, cooling, plumbing, mechanical and/or electrical installations or systems (and/or any appurtenant fixtures and equipment) contained in (or forming part of) any unit, shall be removed, extended or otherwise altered without the prior written consent of the board, but the provisions of this subparagraph shall not require any owner to obtain the consent of the board for the purpose of painting or decorating the interior surface of any wall, floor, ceiling or door of any unit which is not visible from the exterior of said unit.

g) Save as may otherwise be expressly provided elsewhere in this declaration to the contrary, no owner shall install any fencing, privacy screen or enclosure, nor any deck, planter boxes or other landscaping treatments or features, within the confines of his or her unit (nor within any exclusive use common element areas appurtenant thereto) without the prior written consent of the board. In order to maintain a uniform appearance and/or an aesthetically pleasing and compatible appearance throughout this Condominium, and to ensure compliance with all applicable municipal building and zoning restrictions, the board shall have the right to prescribe the height, type, size, design and colour of all fencing, privacy screens, enclosures, decks, planter boxes and/or other landscaping treatments or features proposed to be constructed or installed by any owner as an appurtenance to his or her unit, or with respect to any exclusive use common element area(s) appurtenant thereto.

Section 28 - <u>Use of the Dwelling Units</u>

a) Each dwelling unit shall be occupied and used only for residential purposes, and/or for the business of providing residential rental accommodation on a furnished and/or unfurnished suite basis (with or without ancillary maid, cleaning, laundry and/or telecom services) through short term or long term lease/license arrangements, provided however that:

i) any such use complies with the provisions of all applicable zoning and building by-laws and regulations of the City of Toronto (with all such applicable zoning and building by-laws, as amended or varied from time to time, being hereinafter collectively referred to as the "**Applicable Zoning By-laws**");

ii) any lease, sub-lease, license or sub-license (as the case may be) of any dwelling unit or group of dwelling units (or with respect to any portion of any dwelling unit), whether in a furnished or unfurnished state, shall in each case be for a minimum initial term or duration of not less than thirty (30) consecutive days, and may occur or be created and permitted on any number of occasions;

iii) the Corporation shall not hereafter:

A. impose or charge (either directly or indirectly) any form of security (whether as a refundable deposit or otherwise), nor any tenant, occupant or guest registration fee, nor any exchange of key fee, nor any other type of administration fee(s) or charge(s) whatsoever, nor demand or require any tenant, occupant or guest registration and/or any additional notification(s) or information above and beyond the minimum required

by section 83 of the Act (and by any regulations promulgated thereunder from time to time), in connection with any short term rental arrangements made (or intended to be made) with respect to any dwelling unit(s) in this Condominium; and/or

B. restrict, limit or interfere with (either directly or indirectly), nor place any conditions upon, the right of any unit owner's tenants, sub-tenants, licensees, sub-licensees or occupants to access and use all of the non-exclusive use common element areas of this Condominium, including without limitation, all of this Condominium's recreational facilities and/or amenities;

so long as the initial term or duration of any lease, sub-lease, license or sub-license (as the case may be) so entered into has in each case a minimum initial term or duration of not less than thirty (30) consecutive days, as hereinbefore required, and any by-law, rule or board resolution hereafter passed or enacted which purports to do so in contravention of the foregoing shall be deemed and construed to be ultra vires and unenforceable; and

iv) nothing contained in this Condominium's declaration (nor in any by-laws, rules or board resolution hereafter passed or enacted) shall prevent or in any way restrict the Declarant from completing the building situate on the Real Property and all improvements thereto, nor prevent the Declarant, while owning and seeking to sell any of the dwelling units in this Condominium, or any mortgagee who has a registered mortgage or charge against not less than twenty-five (25%) percent of the dwelling units in this Condominium and who seeks to sell the dwelling units so encumbered by said mortgage or charge, from utilizing any unsold dwelling units in this Condominium for the purposes of creating and/or maintaining therein one or more marketing, sales, construction and/or customer-service office(s), as well as advertising signs and temporary model suites for display purposes (at such locations and having such dimensions and designs as the Declarant or such mortgagee may determine in their respective sole, unfettered and unchallenged discretion), until such time as all of the dwelling units in this Condominium (or such lesser number as the Declarant or any such mortgagee may determine in their respective sole, unfettered, and unchallenged discretion) have been sold and transferred by the Declarant or such mortgagee to each of the respective unit purchasers thereof.

b) No tinted, coloured, mirrored or foil-lined interior window treatments or coverings shall be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s) so as to be visible from the exterior of the Condominium. For greater clarity, only white or off-white window linings, backings or coverings (or only white or off-white window blinds or shutters) that are visible from the exterior of the Condominium may be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s).

c) Water, electricity and natural gas service to the non-exclusive use common element areas of this Condominium, will be bulk-metered, and shall correspondingly comprise part of the common expenses. However, this Condominium has been designed so that each of the dwelling units shall be:

i) serviced by (and equipped with) an in-suite two-pipe fan coil unit or system, which will be connected to a central building mechanical plant situate on the roof of (or elsewhere within the confines of) this Condominium, and which will provide domestic hot water service, and heating and cooling services, to each dwelling unit;

ii) serviced by an individual/per suite integrated energy recovery ventilation unit/fan coil system, which will provide fresh air to each dwelling unit;

iii) individually check metered for their respective hot water and electricity consumption, so that the cost of each dwelling unit owner's hot water and electricity consumption shall not comprise part of the common expenses [however, the cost of cold water supplied to, and consumed by, each of the dwelling units (and any exclusive use common element areas appurtenant thereto) shall comprise part of the common expenses since the cold water consumption for this Condominium is bulk-metered]; and

iv) individually check metered by way of a thermal check meter installed as an appurtenance to each fan coil unit or system situate within each dwelling unit, that is designed to measure the volume of water coursing through (and utilized by) each in-suite fan coil heating and cooling system servicing each dwelling unit, as well as measuring the respective water temperatures correspondingly entering and leaving the said fan coil system(s), in order to calculate the total amount of thermal energy utilized by (or in connection with) each dwelling unit's fan coil system(s), so that the cost of heating and cooling each unit owner's dwelling unit shall not comprise part of the common expenses.

d) The Corporation will accordingly receive bulk invoices for the water, natural gas and electricity services utilized or consumed by all of the units and common elements as a whole, from the local water, natural gas and electricity authorities or providers respectively, pursuant to readings taken by such authorities or providers on a bulk meter basis (hereinafter referred to as the **"Bulk Utility Bills"**), and the Corporation shall pay, in full, the Bulk Utility Bills on behalf of all of the respective unit owners in this Condominium, as and when due. However, in an effort to promote energy conservation, the Declarant will be installing separate check or consumption meters for hot water and electricity service appurtenant to each of the dwelling units (for the purposes of measuring and gauging the hot water and electricity service consumed by each owner's dwelling unit, and by any exclusive use common element areas appurtenant thereto), as well as one or more separate thermal check meters installed as an appurtenance to the fan coil unit or system within each dwelling unit in this Condominium (for the purpose of measuring and gauging the amount of thermal energy utilized to heat and cool each dwelling unit, and the corresponding cost of same relative to each dwelling unit). In addition, the Vendor will be installing a separate electricity check or consumption meter appurtenant to each of the Electrical Parking Spaces. In turn, the Corporation shall be obliged to retain the services of a third

party contractor (hereinafter referred to as the "**Utility Monitor**"), who shall initially be Provident Energy Management Inc., a company that is related to, or associated or affiliated with, the Declarant (hereinafter referred to as "**Provident**") to read (either by a direct visual reading or by remote electronic/computerized means, or by any other method, provided same is reasonably reliable and accurate) the thermal check meter and the hot water and electricity check meters appurtenant to each of the dwelling units, on a periodic basis, as well as the electricity check meters appurtenant to the each of the Electrical Parking Spaces and to correspondingly issue invoices periodically to each of the respective dwelling unit owners for the cost of heating and cooling their respective dwelling units and for the cost of their respective consumption of hot water and electricity service, and the cost of electricity consumption for any Electrical Parking Space owned by such dwelling unit owner, all determined in accordance with the Utility Monitor's sub-meter readings. The servicing agreement entered into between the Condominium and the Utility Monitor shall make the Utility Monitor responsible for attending to the maintenance, repair and/or replacement, as and when necessary, of the check meters appurtenant to each of the dwelling units, in order to ensure that each check or consumption meter operates properly, subject however to the overriding obligation of the Corporation to fully pay for (or to forthwith fully reimburse the Utility Monitor for) all costs and expenses incurred in connection with such maintenance or repair work and/or replacement (all of which costs so incurred by the Corporation shall comprise part of the common expenses). In turn, the Utility Monitor shall be entitled to charge a monthly administration fee directly to each of the dwelling unit owners (incorporated as part of each dwelling unit owner's respective periodic invoice), as compensation for the Utility Monitor's reading and invoicing services. The Utility Monitor's monthly administration fee or charge may also be subject to increase, on an annual basis, to reflect the proportionate increase (if any) in the Consumer Price Index, on each anniversary of the date of registration of this Condominium. Accordingly, forthwith following the Corporation's receipt of each of the Bulk Utility Bills, the Corporation shall cause the Utility Monitor to read the thermal check meters and each of the hot water and electricity check meters appurtenant to each of the dwelling units and the Utility Monitor shall thereafter issue and submit its own separate invoice(s) to each of the dwelling unit owners (as agent for and on behalf of the Corporation), reflecting the cost of heating and cooling each of the dwelling units and for their respective hot water and electricity consumption, [with the cost of heating and cooling each of the dwelling units, as well as the cost of the hot water and electricity service so consumed by each of the dwelling units (and any exclusive use common element areas respectively appurtenant thereto), together with the cost of the electricity consumed by any Electrical Parking Space owned by such dwelling unit owner, being hereinafter collectively referred to as each dwelling unit owner's "**Proportionate Share of Utility Consumption**" or "**P.S.U.C.**"]. Each dwelling unit owner shall be obliged to pay to the Utility Monitor (as agent for the Corporation) his or her P.S.U.C. on or before the tenth (10th) day following the receipt of an invoice for same from the Utility Monitor (hereinafter referred to as the "**Due Date**"). In the event that any owner of a dwelling unit fails to pay to the Utility Monitor his or her P.S.U.C. on or before the Due Date, then in addition to any other rights, remedies or powers available to the Corporation at common law, by statute, or in equity, the Corporation shall be entitled to:

i) charge and levy interest against such owner (hereinafter referred to as the "**Defaulting Owner**") on such unpaid P.S.U.C. amount, and on all costs and expenses incurred by the Corporation (or the Utility Monitor on behalf of the Corporation) in collecting (or attempting to collect) same, including all legal expenses incurred by the Corporation (or by the Utility Monitor on behalf of the Corporation) on a solicitor-and-client basis or substantial-indemnity scale, at a rate equal to 24% per annum, calculated monthly not in advance, with interest on the unpaid P.S.U.C. amount commencing to accrue from and after the Due Date, and with interest on all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from and after the respective dates that the Corporation (or the Utility Monitor, on behalf of the Corporation) incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid;

ii) add, to the extent permitted by law, the outstanding amount owing by the Defaulting Owner for such unpaid P.S.U.C. amount, together with all outstanding interest accrued thereon as aforesaid, to the common expenses that are otherwise due and owing or payable by such Defaulting Owner to the Corporation, and to recover same from the Defaulting Owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation as apply to common expense arrears); and/or

iii) maintain and enforce a lien against the Defaulting Owner's dwelling unit, as security for the payment of his or her P.S.U.C. amount, and for all costs and expenses incurred by the Corporation (or by the Utility Monitor, on behalf of the Corporation) in collecting (or attempting to collect) same, together with all outstanding interest accruing thereon as aforesaid (hereinafter referred to as the "**Utility Lien**"), and it is hereby declared and stipulated that the Utility Lien shall be enforceable by the Corporation in the same manner, and to the same extent, as a real property mortgage or charge, and with all the rights, remedies and powers inherent in (or available to) a mortgagee or chargee when a mortgage or charge of real estate is in default pursuant to the provisions of the *Mortgages Act R.S.O. 1990, as amended*, and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Titles Registrar requires the Corporation (as a prerequisite to the registration and/or enforcement of the Utility Lien) to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same, and the Defaulting Owner shall, for all purposes, be deemed to have consented to any such application by the Corporation.

e) Any monies received by the Corporation arising from the sale of the Defaulting Owner's dwelling unit pursuant to the Corporation's enforcement of the Utility Lien shall be applied by the Corporation in the following order of priority, namely:

i) firstly, to pay and fully satisfy all outstanding charges or similar encumbrances, if any, registered against the Defaulting Owner's dwelling unit which, at law, have priority over the Utility Lien;

ii) secondly, to pay or reimburse the Corporation for all costs and expenses incurred in connection with its enforcement of the Utility Lien, and the ultimate sale of the Defaulting Owner's dwelling unit thereby or thereunder, including without limitation, all legal, accounting, advertising, brokerage and other related fees, expenses and disbursements, together with all monies paid to prior encumbrancers in respect of such dwelling unit;

iii) thirdly, to pay or reimburse the Corporation for (or in respect of) the Defaulting Owner's P.S.U.C. amount, or such portion thereof as remains unpaid, together with all outstanding interest charges accrued thereon, as well as interest accrued on the Corporation's expenses (or the Utility Monitor's expenses, as the case may be) incurred in collecting (or attempting to collect) same, all at the aforesaid rate of 24% per annum, calculated monthly, not in advance;

iv) fourthly, to pay and attempt to satisfy the claims of any subsequently registered lienholders, chargees or other encumbrancers (registered against such Defaulting Owner's dwelling unit after the registration of the Corporation's Utility Lien), in accordance with their respective priorities pursuant to the provisions of the *Land Titles Act R.S.O. 1990, as amended*, and any applicable provisions of the Act; and

v) fifthly, the surplus or residue, if any, shall thereafter be paid to the Defaulting Owner, or to his or her heirs, estate trustees, successors or assigns.

f) The execution by the Corporation of a certificate confirming that the Corporation does, or does not, maintain or claim the Utility Lien against a particular dwelling unit (or Electrical Parking Space), pursuant to the foregoing provisions of this section, shall constitute irrefutable evidence and proof of same, and the Corporation shall be obliged to execute such a certificate forthwith upon its receipt of a written request for same from the Declarant, any prospective purchaser or mortgagee of any such dwelling unit, the then current registered owner thereof, or from any other party interested in such information, at a charge, fee or expense to the party so requesting same not exceeding $100 plus HST (but at no charge, fee or expense whatsoever to the Declarant requesting same). Any registered mortgagee, or any purchaser or prospective mortgagee of the Defaulting Owner's dwelling unit shall, upon payment to the Corporation of the full amount secured by the Utility Lien so maintained by the Corporation pursuant to the foregoing provisions of this section, have the right to receive a full and complete discharge or an absolute assignment thereof, provided that such party must first deliver written notice to the Corporation requesting such discharge or assignment, setting forth a date and time for the delivery of such discharge or assignment [which date shall not be less than ten (10) days, nor more than thirty (30) days following the delivery of such notice], and with the exchange of such discharge or assignment for the monies owing to the Corporation therefor to take place and/or be governed by the following: since electronic registration is now mandatory in the Land Titles Division of the Toronto Registry Office (No. 66), the exchange of such discharge or assignment for the monies owing to the Corporation shall be undertaken pursuant to (and in accordance with) the provisions of a document registration agreement [in the form adopted by the Joint LSUC - CBAO Committee On Electronic Registration Of Title Documents on March 29th, 2004 (and posted onto the Law Society's website on April 8th, 2004), or any successor version thereof], and upon the Corporation's receipt of the full amount secured by the Utility Lien, the Corporation shall direct its solicitor to electronically execute and release for registration the discharge or assignment of the Utility Lien to the other party's solicitor.

g) In light of the fact that the Corporation has retained (or will shortly hereafter be retaining) the services of the Utility Monitor to read the thermal check meter and each of the hot water and electricity check meters appurtenant to each of the dwelling units, and to correspondingly issue invoices to each of the respective dwelling unit owners for the cost of heating and cooling their respective dwelling units and for their respective consumption of hot water and electricity service (determined in accordance with the aforementioned sub-meter readings), then in order to facilitate the payment of such invoices, each of the dwelling unit owners shall (forthwith following a written request made by the Corporation or the Utility Monitor to do so) make their requisite payments of the periodic invoices issued by the Utility Monitor from time to time, by way of a pre-authorized payment plan, and shall execute and deliver such bank forms, authorizations, documents and instruments (including the provision of an unsigned cheque marked "void" from the bank account to be used for making all such payments to the Utility Monitor) as may be reasonably required from time to time by the Corporation or the Utility Monitor in order to implement (and give full force and effect to) any such pre-authorized payment plan.

h) Notwithstanding anything contained in this declaration (or in any by-laws or rules hereafter passed or enacted) to the contrary, it is hereby expressly declared and stipulated that all arrears of any check metered utilities (namely for hot water, electricity and/or thermal energy, as applicable) that arise because any of the invoices issued by the Utility Monitor in connection therewith have not been paid by any dwelling unit owner(s) as and when due, shall, to the extent permitted by law, thereupon

be deemed and construed to constitute common expenses (and shall thereby specifically become common expense arrears), and may thereafter be collected by the Corporation in the same manner (and to the same extent, and with all the same rights and powers) as any other common expense arrears, and accordingly all such arrears of any check metered utilities shall properly constitute the subject matter of a common expense arrears lien, and may be enforceable by way of such lien (ie. with all of the super priority rights applicable thereto, as provided by or under the Act) against the delinquent owner's dwelling unit; provided however that if the immediately preceding clause is hereafter successfully judicially challenged, then same shall nevertheless not preclude, restrict or limit in any way (nor detract from or negatively effect) the Corporation's Utility Lien and the Condominium's enforcement thereof in accordance with the foregoing provisions of sections 28 (c), (d), (e) and (f) of this declaration.

j) Notwithstanding anything contained in this declaration (or in any by-laws or rules hereafter passed or enacted) to the contrary, it is hereby expressly stipulated that the Corporation, and its authorized workmen, agents, representatives and/or contractors, shall be entitled to gain reasonable access to (and through) each of those dwelling units in this Condominium which contains any clean-out valve or drain terminal that ultimately services any kitchen drain or plumbing stack that emanates from (or which benefits) any other unit(s) or common element area within this Condominium, as long as such access is attained between the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday (excluding however, any statutory holiday falling within such period), on at least 48 hours prior written notice to the intended or affected dwelling unit owner(s) or occupant(s) [with no such notice being required in the case of an emergency], for the purposes of enabling or facilitating the Corporation's maintenance, repair, re-location and/or servicing of the aforementioned clean-out valve or drain terminal (and any appurtenant installations thereto), provided however that the Corporation shall be obliged to forthwith reimburse (and shall at all times indemnify and save harmless) each dwelling unit owner who has suffered or incurred any loss or damage to his or her unit (and/or to any personal belongings, chattels, fixtures or equipment situate therein) as a result of the exercise by the Corporation of the foregoing right of entry, or incurred as a result of the failure by the Corporation to properly or adequately maintain, repair and/or service any such clean-out valve or drain terminal.

Section 29 - <u>Use of the Parking Units</u>

a) Each parking unit shall be used and occupied for motor vehicle parking purposes only, in strict accordance with the rules of the Corporation in force from time to time. Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the board, the term "**motor vehicle**", when used in the context of parking units, shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan or truck not exceeding 1.9 metres in height, and shall exclude any type of commercial vehicle or truck, and any trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the board may wish to exclude from the property, from time to time), but shall nevertheless specifically include any construction and/or loading vehicles used by or on behalf of the Declarant and/or any of its employees, agents, representatives or contractors in the course of constructing, completing, servicing and/or maintaining this Condominium or any portion thereof, as well as any service vehicles utilized in connection with the maintenance and/or repair of any of the units and/or any portion of the common elements within this Condominium.

b) The owner of a parking unit, whether or not described or designated as a "**regular parking unit**" or a "**tandem parking unit**" in Schedule "D" annexed hereto, may park one or more motor vehicles within the boundaries of such parking unit, provided however that in no instance shall any portion of any motor vehicle so parked within a parking unit protrude beyond the boundaries thereof, nor encroach upon any portion of the common elements.

c) The owner of a parking unit shall maintain such unit in a clean and sightly condition. The Corporation may make provision in/its annual budget for the cleaning and sweeping of the parking units, either in their totality, or in groups of parking units.

d) Notwithstanding anything hereinbefore provided to the contrary, it is expressly declared and stipulated that parking unit 44 on level B, constitutes a non-visitor handicapped parking unit (hereinafter referred to as the "**Handicapped Parking Unit**"), and such parking unit is clearly designated for handicapped parking on the description plan sheet filed concurrently herewith. Non-disabled owners and/or occupants of the Handicapped Parking Unit (including a disabled unit owner who is not personally using or occupying the Handicapped Parking Unit) shall be obligated, upon notification by the condominium corporation, to exchange, at no cost to a disabled driver who is a resident of this Condominium (and who holds a valid disabled parking permit that is appropriately displayed or visible in their vehicle), the use of the Handicapped Parking Unit with the disabled driver's non-handicapped parking unit, throughout the duration of such disabled person's residency in this Condominium.

e) Each of the Electrical Parking Spaces in this Condominium has been completed with a special electrical outlet as an appurtenance thereto, in order to accommodate (and correspondingly service or charge) any electric vehicle that may be owned

or operated by the owner or tenant of such parking unit. In addition, a separate electricity check meter has been installed as an appurtenance to each Electrical Parking Space, in order to measure and confirm the cost of the electricity consumed or utilized by any electric vehicle(s) parked from time to time within any such Electrical Parking Space, on a periodic basis, and the owner of any Electrical Parking Space shall accordingly be responsible for paying for the cost of such electricity consumption (in addition to the common expenses attributable to his or her Electrical Parking Space), pursuant to the invoices periodically issued to the owner of the Electrical Parking Space by the Condominium's Utility Monitor (or by any other third party contractor retained by the Condominium Corporation in connection with the sub-metering, servicing and reading of the electricity check meter or sub-meter appurtenant to each of the Electrical Parking Spaces within this Condominium).

Section 30 - Use of the Locker Units

Each locker unit shall be used and occupied for storage purposes, including the storage of one or more bicycles (and/or bicycle parts) therein, provided same can be accommodated within the confines thereof, and for such general or hobby purposes as shall not constitute a nuisance or danger to the other owners, nor to any of the other units or common elements, nor result in the violation or contravention of any applicable zoning or building by-law(s) and/or any fire, health or safety regulation(s) of the Governmental Authorities, and any such use shall be in strict accordance with the rules of the Corporation in force from time to time. The board may, from time to time, restrict the categories of items that may be stored or used in such locker units, and which (in the opinion of the board or the Condominium's property manager, acting reasonably) may cause a nuisance or danger to the other unit owners, the units and/or the common elements. However, the Declarant shall not be prevented from storing any items within (or using) any locker unit(s) so owned by it, in any manner and/or for any purposes not expressly prohibited by the applicable zoning by-laws or regulations of the Governmental Authorities.

Section 31 - Use of the Communication Control Unit

a) The communication control unit (hereinafter referred to as the "**CCU**") and its appurtenant exclusive use common element areas (as more particularly delineated in Schedule "F" annexed hereto) shall be used and occupied by the owner of such unit and/or its agents, tenants, invitees, licensees, representatives and/or contractors, for the purposes of broadcasting, distributing, transmitting, receiving and retransmitting radio, telephone, television, microwave, wireless, radio data, paging and/or satellite transmissions, signals, or other similar forms of communication, and/or for any similar or ancillary purposes thereto (hereinafter collectively referred to as the "**CCU Uses**"), provided however that the CCU Uses are permitted and/or licensed by the applicable Governmental Authorities having jurisdiction thereover. Notwithstanding anything contained in this declaration or in any by-laws or rules hereafter passed or enacted to the contrary, the owner of the CCU (together with its agents, tenants, invitees, licensees, representatives and contractors) shall at all times have:

i) the right of ingress and egress from, and the right to pass or traverse over and upon, those portions of the common element areas of this Condominium as may be required in order to obtain full and complete access to the CCU and/or to any of the CCU Equipment (as hereinafter defined);

ii) the right to install upon or within the CCU, and/or the exclusive use common element areas appurtenant thereto, all such transmission towers, antennae, microwave dishes, satellite dishes, supporting wires and cables, anchoring systems, mechanical fasteners, electrical transformers, structural frames, and all such other wires, cables, conduits, equipment, installations and/or appurtenances thereto (hereinafter collectively referred to as the "**CCU Equipment**") as may be necessary or desirable for the effective use, operation and/or maintenance of the CCU and the exclusive use common element areas appurtenant thereto; and

iii) the right to install the CCU Equipment through, over, along, upon, and in the common element areas of the Condominium (and to connect same to the building's electrical and mechanical services) as may be necessary or desirable in order to facilitate the CCU Uses, including without limitation, the right to puncture, protrude, suspend, affix, anchor, encroach upon, or construct anything within or upon the CCU and/or the exclusive use common element areas appurtenant thereto, for the purposes of enabling or facilitating the installation and operation of the CCU Equipment and/or enhancing the operation and use of the CCU, the CCU Equipment and/or the exclusive use common element areas appurtenant to the CCU.

b) Once the CCU is utilized or operated for the CCU Uses as hereinbefore contemplated, then in the absence of a separate electricity meter having been installed as appurtenant to the CCU (with said electricity meter being correspondingly read by the local electricity authority, and with the owner of the CCU unit being directly billed or invoiced on a periodic basis by the local electricity authority in respect of such electricity consumption), the Corporation may install (at its sole cost and expense) a consumption meter or sub-meter measuring the electricity service utilized or consumed by the CCU. In such case, the Corporation shall cause the said consumption meter to be read on a monthly basis by the Utility Monitor, who shall thereafter submit an invoice with respect to the electricity service so utilized or consumed, to the owner of the CCU (or to such other party or parties as the said owner may direct), reflecting only the actual cost of the electricity consumed by the CCU based on the

prevailing rate(s) charged from time to time by the applicable electricity authority to the Corporation directly. The Corporation shall also be solely responsible for the maintenance and repair of the said consumption meter.

c) Notwithstanding any other provision in this declaration to the contrary, it is hereby declared and stipulated that in the event that any empty conduit which has been supplied and installed by the Declarant (for the Corporation's future telecommunication purposes) within the confines of the Condominium during the construction and development thereof, and which is intended at all times to be separate and apart from the conduit(s) comprising part of the CCU (hereinafter referred to as the **"Corporation's Conduit"**) is not reasonably or readily accessible without entering into, upon or through the CCU (or any portion thereof), then in such circumstances the Corporation and its authorized employees, agents, representatives, contractors and invitees shall, from time to time but on not less than 48 hours prior written notice to the owner of the CCU, be entitled to unimpeded and unrestricted access and egress to, upon, across, over and through the CCU (or any portion thereof) for the sole and exclusive purpose of enabling and facilitating the installation, inspection, maintenance, repair and/or replacement, by or on behalf of the Corporation, of any and all wires, cables, conduits and appurtenant equipment which the Corporation wishes to place, install, use and/or operate wholly within the confines of the Corporation's Conduit, for the collective benefit and/or enjoyment of the owners, residents, tenants and invitees of this Condominium from time to time, provided however that in exercising such right of access and egress (and in using or operating the Corporation's Conduit, and the wires, cables, conduits and appurtenant equipment with respect thereto), the Corporation shall not (either directly or indirectly) damage or interfere with the CCU and the CCU Equipment, nor restrict or interfere with any of the CCU Uses by the owner or tenant from time to time of the CCU, and the Corporation shall correspondingly indemnify and save the owner of the CCU harmless from and against all costs, claims, damages and/or liabilities which may be suffered or incurred as a result of any such damage or interference.

Section 32 - Temporary Model Suites

Notwithstanding anything contained in this declaration to the contrary, it is expressly declared and stipulated that any unsold dwelling units, parking units and/or locker units within this Condominium may be used by the Declarant as temporary model suites for marketing, leasing and/or sales purposes, in order to market, lease and/or sell the Declarant's remaining unsold inventory of dwelling units in this Condominium. The Declarant, its sales staff and their respective invitees and authorized representatives shall be entitled to use the common elements for access to and egress from said model suites, and the Declarant shall be correspondingly entitled to maintain such model suites, together with the right to place or erect on the common elements (and/or within such units being utilized for temporary model suites) all marketing/sale displays and signs, until such time as all of the dwelling units within this Condominium (or such lesser number as the Declarant may determine or designate in its sole, subjective, unfettered and unchallenged discretion) have been sold and transferred by the Declarant to each of the respective unit purchasers thereof. Pending the sale and transfer of all such dwelling units, the Declarant shall be entitled to erect, post, affix and/or maintain all advertising signs and/or models for display purposes, at such locations and having such dimensions and designs as the Declarant may determine in its sole, subjective, unfettered and unchallenged discretion.

PART 6 - LEASING OF UNITS

Section 33 - Notification of lease

a) In accordance with the provisions of section 83 of the Act, where the owner of a unit leases his or her unit, or renews a lease in respect of his or her unit, the owner shall, within thirty (30) days of entering into a lease or any renewal thereof:

i) notify the Corporation in writing that the unit has been leased;

ii) provide the Corporation with the lessee's name, the owner's address for service and a copy of the lease or renewal, or a summary of it in accordance with Form 5, as prescribed by section 40 of O.Reg. 49/01 under the Act; and

iii) provide the lessee with a copy of this declaration, along with copies of the by-laws and rules of the Corporation.

b) If a lease of a unit is terminated and not renewed, the owner of the unit shall notify the Corporation in writing of same.

c) In addition to the foregoing requirements, no owner, other than the Declarant, shall lease his or her dwelling, parking and/or locker unit(s) unless such owner first delivers to the Corporation a binding covenant or agreement signed by the tenant in favour of the Corporation to the following effect:

"I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act 1998, S.O. 1998, as amended, as well as the declaration, by-laws and rules of the condominium corporation during the entire term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of common expenses, unless

otherwise provided by the Condominium Act 1998, S.O. 1998, as amended."

d) The provisions set forth in subsections 33(a), (b) and (c) hereof pertaining to any tenancy of any dwelling unit in this Condominium, shall also apply, *mutatis mutandis* (ie. with all necessary modifications as the context may require) to any sub-tenancy or license to occupy that is hereafter granted or created with respect to any dwelling unit in this Condominium.

e) The Declarant and each of the unit owners in this Condominium shall have the right to lease or sub-lease their respective dwelling units, parking units, and/or locker units from time to time, without the consent of the Corporation or the board thereto, and without any restrictions or conditions being imposed with respect thereto, subject however to:

i) the requirements set forth in the preceding subsections 33 (a), (b), and (c) as applicable; and

ii) the overriding provisions and restrictions set forth in sections 26, 27, 28, 29 and 30 hereof, as applicable;

and accordingly any by-law or rule hereafter passed or enacted which purports to impose any restrictions or conditions on leasing or subleasing any of the dwelling units, parking units and/or locker units in contravention of (or inconsistent with) the foregoing provisions shall be deemed and construed to be ultra vires and unenforceable.

Section 34 - Tenant's Liability

No tenant shall be liable for the payment of common expenses unless notified in writing by the Corporation that the landlord/owner of the unit which the said tenant is occupying is in default of payment of common expenses, and requiring the said tenant to pay to the Corporation an amount equal to the defaulted payment, in which case the tenant shall deduct from the rent otherwise payable to the said landlord/owner, an amount equal to the defaulted payment, and shall forthwith pay same to the Corporation.

Section 35 - Owner's Liability

Any owner leasing his or her unit shall not be relieved thereby from any of his or her obligations with respect to the unit, which obligations shall be joint and several with his or her tenant.

PART 7 - MAINTENANCE AND REPAIRS

Section 36 - Maintenance and Repairs to the Units

a) Save as otherwise specifically provided in this declaration to the contrary, and save and except for the communication control unit which shall be maintained and repaired by (and at the sole expense of) the Corporation, each owner shall maintain his or her unit, and, subject to the provisions of this declaration, each owner shall repair his or her unit after damage, all at such owner's sole cost and expense, save and except for any requisite repair after normal wear and tear [which is included or encompassed within the obligation to maintain, by virtue of section 90(2) of the Act] and/or any repair of damage for which the cost of repair is recovered under any policy of insurance held or maintained by the Corporation, in which case the Corporation shall be obliged to expend such insurance proceeds in order to undertake and complete all requisite repairs to the damaged unit [excluding, however, any and all improvements made to the damaged unit, as determined by reference to a standard unit for the class of unit to which the unit belongs, as more particularly described in a by-law of the Corporation made under subsection 56(1)(h) of the Act, or alternatively described in a schedule prepared by the Declarant and delivered to the Corporation at the turnover meeting in accordance with subsection 43(5)(h) of the Act, if and where the board has not yet enacted any such by-law].

b) Without limiting the generality of the foregoing, each owner having a glass canopy (above the entrance door) installed by the Declarant as part of his or her dwelling unit (if and where applicable), shall be responsible for cleaning the underside of the glass canopy, but the Corporation shall be responsible for cleaning the exterior or upperside surface thereof, and for repairing any cracks or breakage to (or leakage from) the glass canopy, provided however that in no event shall the Corporation be liable for repairing any damage caused to any fixtures or chattels within the dwelling unit, or to any other personal property of the affected dwelling unit owner (or of such owner's residents, tenants, invitees or licensees) as a result of such breakage or leakage.

c) No tinted, coloured, mirrored or foil-lined interior window treatments shall be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s) so as to be visible from the exterior of the Condominium. For greater clarity, only white or off-white window linings, backings or coverings (or only white or off-white window blinds or shutters) that are visible from the exterior of the Condominium may be placed, installed or otherwise affixed to (or near) the interior surface of any window pane.

d) Each owner of a dwelling unit shall be responsible for the cost of maintaining and repairing the fan-coil unit (including the fans, coils, filters, valves, pumps, controls etc., and all equipment appurtenant thereto) comprising all or part of the heating and/or cooling system servicing his or her dwelling unit (hereinafter collectively referred to as each dwelling unit's **"Heating/Cooling**

System"), irrespective of whether same is installed or located within or beyond the boundaries of the dwelling unit, as more particularly outlined or delineated in Schedule "C" annexed to this declaration, provided however that all maintenance and repair work undertaken in connection therewith shall be arranged by the Corporation, and shall be carried out exclusively by the Corporation's authorized agents, representatives, employees and/or retained contractors or subcontractors, but shall nevertheless be paid for by the affected unit owner immediately upon the Corporation's presentation of an invoice for same, and in the event such invoice is not paid when due, then the provisions of subsection 36(f) and section 42 of this declaration shall apply. Each owner of a dwelling unit shall accordingly notify the Corporation or the Condominium's property manager regarding any needed maintenance and/or repair work to such owner's Heating/Cooling System (and any equipment appurtenant thereto), as well as any needed maintenance or repair work to the aforementioned fireplace chimney/exhaust pipe (if so installed by the Declarant within the owner's dwelling unit), and shall allow the Corporation's authorized agents, representatives, employees and/or retained contractors or subcontractors, access thereto at all reasonable times in order to carry out said work.

e) Notwithstanding anything hereinbefore provided to the contrary, each owner shall be responsible for all damages to any other unit(s), and to the common elements, which are caused by the failure of such owner to maintain and repair his or her unit in accordance with the provisions of this declaration, save and except for any damages for which the cost of repairing same has been (or will be) recovered or reimbursed under any policy of insurance held or maintained by the Corporation, provided however that any such owner who has failed to so maintain or repair his or her unit shall nevertheless be responsible for fully reimbursing the Corporation forthwith for any insurance deductible amount paid or payable by or on behalf of the Corporation in connection with any insured claim submitted or pursued in respect of any such damages.

f) In accordance with the provisions of section 92 of the Act, the Corporation shall make any repairs that any owner is obligated to make (and that he or she does not make within a reasonable time), after written notice is given to such owner by the Corporation. In such event, the said owner shall be deemed to have consented to having repairs done to his or her unit by the Corporation, and shall reimburse the Corporation in full for the cost of such repairs, including any legal fees and collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such costs shall bear interest at the rate of twenty-four (24%) percent per annum, calculated monthly not in advance, until paid by said owner. The Corporation may collect such costs in one or more instalments (as the board may decide upon), and same shall be added to the monthly contributions towards the common expenses of such owner, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and be recoverable as such (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

g) In addition to the requirements of section 123 of the Act [which are imposed upon the Corporation when the building has been substantially damaged, as expressly defined or determined in accordance with the provisions of subsection 123(2) of the Act], the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any unit (and of their corresponding entitlement to exercise the right of the unit owner to vote), notice that substantial damage has occurred to the property of the Condominium, together with notice of the meeting to be held to determine whether or not to repair such damage.

h) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby declared and stipulated that where a unit owner is responsible (pursuant to the provisions of this declaration) for the maintenance or repair of any matter, item or component which is not fully accessible from or by such owner's unit (or any exclusive use common element areas appurtenant thereto), or alternatively where the Corporation is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance or repair of any portion of such owner's unit, then in either of such circumstances, such owner shall not undertake or complete said maintenance or repair work, but rather shall be obliged to notify the Corporation of the needed or desired maintenance or repair work with respect to same, and shall provide reasonable access to or through such owner's unit (and to any exclusive use common element areas appurtenant thereto) to the Corporation's authorized agents, representatives, employees and/or retained contractors in order to facilitate such maintenance or repair work by the Corporation's authorized agents, representatives, employees and/or retained contractors, and said work shall be carried out and completed at the sole cost and expense of such owner (unless the Corporation was obliged to carry out said work, at its sole cost and expense, in accordance with any of the foregoing provisions hereof). In those circumstances where the owner is solely responsible for the cost of any maintenance or repair work undertaken by the Corporation's authorized agents, representatives, employees and/or retained contractors as hereinbefore provided, the Corporation shall invoice such owner for all costs and expenses incurred in connection with any such maintenance or repair work so undertaken, and the unit owner shall forthwith pay same to the Corporation, failing which all such costs and expenses shall be added to the monthly contributions towards the common expenses of such owner, and shall be treated in all respects as common expenses, and be recoverable as such (and with

corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

Section 37 - Maintenance and Repairs to Common Elements

a) Save as otherwise specifically provided in this declaration to the contrary, the Corporation shall maintain, and repair after damage, the common elements (including without limitation, the Recreation Centre and all amenities, services and facilities situated therein or operated therefrom), but excluding any improvements to (and/or any facilities, services and/or amenities installed by any unit owner upon or within) any common element areas designated for the exclusive use of any owner pursuant to Schedule "F" of this declaration.

b) In order to maintain a uniform appearance and/or an aesthetically pleasing and compatible appearance throughout this Condominium, the Corporation's duty to maintain and repair shall extend to:

i) all outdoor landscaping (whether characterized as hard or soft landscaping features or elements) situate within any non-exclusive use common element areas, and for the purposes of this declaration, such maintenance and repair work relative to such outdoor landscaping shall include, without limitation, grass cutting, trimming, fertilizing, weed control and watering;

ii) all outdoor walkways, stairways and driveways comprising part of the common elements, and for the purposes of this declaration, such maintenance and repair work relative to said walkways, stairways, driveways, stairs and/or porches shall include the clearing of snow, ice and debris therefrom; and

iii) all exterior perimeter fences or decorative walls, if any, so erected by the Declarant along the boundaries of the Real Property or any portion thereof; and

iv) the exterior surfaces of doors which provide access to the units, and to exterior door frames, exterior window frames and all exterior surfaces of windows and skylights, if any.

c) Notwithstanding anything provided in the preceding sections 37 (a) and (b) hereof to the contrary, and subject to the execution of an AAI Agreement (entered into between the Corporation and the affected unit owner) where required by the Act, it is expressly stipulated and declared that:

i) each dwelling unit owner shall be responsible for the maintenance of all interior door and interior window surfaces with respect to his or her unit;

ii) each dwelling unit owner having exclusive use of any balcony, patio or terrace area, shall be responsible for the cleaning, sweeping and general maintenance thereof, and may install any tile or floor covering (excluding any carpeting and under-padding) within any such balcony, patio or terrace area, provided such owner takes all reasonable measures to ensure (as far as reasonably possible) that the concrete surface of such balcony, patio or terrace area remains clean, dry and impervious to water penetration (with a view to avoiding concrete deterioration, delamination and/or corrosion), and provided further that:

A) any such tile or floor covering is impermeable to water, or bonded to the concrete balcony floor so as to prevent water or moisture penetration onto the concrete surface (and incorporates proper details at all protruding elements, such as drains and/or balcony rail anchors, as well as termination details, such as upturns and downturns at the balcony perimeter);

B) details of the installation of such tile or floor covering are supplied by the unit owner to the board or the Corporation's property manager, and such installation has been duly approved by the board or the Corporation's property manager (as the case may be), or alternatively, such proposed tile or floor covering has been approved for installation by the Declarant's original design engineer (at the expense of the unit owner), with such approval being confirmed in writing and addressed and delivered to the board; and

C) in the event that any such tile or floor covering needs to be removed or replaced in order to accommodate any requisite repair work to the common elements, then the cost of such removal and/or replacement shall be borne solely by the affected unit owner;

iii) save and except as otherwise provided in this declaration to the contrary, each dwelling unit owner having exclusive use of any balcony, patio or terrace area, shall not alter or repair said balcony, patio or terrace area, nor apply any paint, stucco, wallpaper, varnish, stain or other materials or finishes to any portion thereof (nor to any portion of the exterior window glazing), nor alter or change the colour, texture and/or materials constituting same, without the prior written consent of the Corporation;

iv) each dwelling unit owner having the benefit of interlocking and/or paved stones, planter boxes, wrought iron fences (or any other type of privacy fence) and/or any other landscaping materials or elements constructed, erected or installed by the Declarant on or within any exclusive use patio or terrace area appurtenant to the dwelling unit of such owner (hereinafter collectively referred to as the **"Exclusive-Use Landscaping Materials"**), shall be responsible for the maintenance and repair thereof, and for the watering and maintenance of all flowers, plants and soil materials growing or placed within same, provided however that all waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, and all other materials or substances installed by the Declarant immediately beneath (or on the underside of) the interlocking/paved stones shall be maintained and repaired by the Corporation (at the Corporation's sole cost and expense), and provided further that:

A) if any interlocking stones, concrete slabs, paved stones and/or planter boxes comprising part of the Exclusive-Use Landscaping Materials are required to be removed, replaced and/or reset in order to enable

or facilitate the Corporation's maintenance and repair of the aforementioned waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, etc., then the Corporation shall (in the absence of any damage caused thereto by the negligence or wilful misconduct of such owner, or of the residents, tenants, invitees or licensees of such owner's unit) be responsible for the cost of such removal, replacement and/or resetting, and shall (to the extent reasonably possible) restore the same to its original condition (at no cost to the affected owner); and

B) no maintenance or repair work intended to be implemented by any owner with respect to the Exclusive-Use Landscaping Materials (or any portion thereof) which might give rise to a change in the colour, texture, design, size, style, composition or appearance thereof shall be made or undertaken by anyone other than the Declarant (or the Declarant's designated agents, representatives, employees and/or retained contractors), or by any contractor(s) approved by the board for and on behalf of the affected owner (at such owner's sole cost, risk and expense), without the prior written consent of the Corporation;

on the express understanding that the foregoing shall not be construed so as to prohibit or restrict any owner having an exclusive use patio or terrace area appurtenant to his or her dwelling unit from placing, within the confines of such patio or terrace area, any flowers, plants, trees, shrubs or other landscaping materials which are growing in one or more portable self-contained planter boxes, and the consent of the Corporation need not be sought or obtained with respect thereto;

v) each owner of a dwelling unit having the exclusive use of an outdoor patio or terrace area appurtenant to (or allocated to) his or her dwelling unit pursuant to the provisions of Schedule "F" to this declaration, shall, subject to the overriding provisions of subparagraph 37(c)(vii) hereof, be responsible for the maintenance and repair of the patio or terrace landscaping (if any) situate within the confines of such exclusive use patio or terrace area (hereinafter referred to as "**Terrace Landscaping**"), as well as the maintenance and repair of all drains, drainage pipes and hose bibs exclusively servicing such dwelling unit's exclusive use common element patio or terrace area, including without limitation, the responsibility for watering and maintaining all flowers, plants, shrubs and/or trees growing or placed within same, as well as the responsibility for maintaining and repairing all interlocking stones, concrete slabs, paved stones, planter boxes, wrought iron fences (or any other type of privacy fence), and any other materials or features constructed, erected or installed upon or within (or otherwise affixed to) said exclusive use patio or terrace area, provided however that:

A) all waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, and all other materials or substances installed by or on behalf of the Declarant immediately beneath (or on the underside of) any interlocking stones, concrete slabs and/or paved stones shall be maintained and repaired by the Corporation (at no cost or charge to the affected owner); and

B) if any interlocking stones, concrete slabs and/or paved stones are required to be removed, replaced and/or reset in order to enable or facilitate the Corporation's maintenance and repair of the aforementioned waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, etc., then the Corporation shall (in the absence of any damage caused thereto by such owner's negligence or wilful misconduct) be responsible for the cost of such removal, replacement and/or resetting, and shall (to the extent reasonably possible) restore the same to its original condition;

vi) notwithstanding anything hereinbefore provided to the contrary, it is expressly declared and stipulated that no addition, alteration, maintenance or repair work which, if implemented by any owner, would entail or give rise to a change in the colour, texture, design, size, style or materials comprising any of the interlocking stones, concrete slabs, paved stones, wrought iron fencing (or any other type of privacy fence or screen), planter boxes, plants, trees, shrubs and/or other landscaping materials or features installed by the Declarant upon or within any portion of the common elements, and which are not growing or situate within one or more portable self-contained planter boxes, whether in the course of carrying out such owner's maintenance and repair responsibilities as hereinbefore provided or otherwise, shall be made or implemented without the prior written consent of the Corporation. The owner effecting or implementing any such addition, alteration, maintenance or repair work (or on whose behalf same is being undertaken) shall, despite the consent of the Corporation having been obtained thereto, nevertheless be solely responsible and liable for any damage caused (either directly or indirectly) to any concrete, waterproofing membrane, drainage pipe or other component(s) of the common elements, or to any other unit(s), as a result of any such addition, alteration, maintenance and/or repair having been made by or on behalf of such owner, and shall indemnify and save the Corporation harmless from and against all costs, claims, damages and/or liabilities arising therefrom. The foregoing shall not be construed so as to prohibit or restrict any owner of a dwelling unit that has the exclusive use of an outdoor patio or terrace area appurtenant to (or allocated to) his or her dwelling unit pursuant to the provisions of Schedule "F" annexed hereto from placing, within the confines of said exclusive use outdoor patio or terrace area, any plants, trees, shrubs or other landscaping materials or features which are growing in one or more portable self-contained planter boxes, and the consent of the Corporation need not be sought or obtained with respect thereto; and

vii) in the event that any unit owner responsible for maintaining and repairing the Terrace Landscaping situate within the confines of such owner's exclusive use patio or terrace area in accordance with the foregoing provisions of this declaration fails to do so, then the Corporation shall be empowered (but not obliged) to enter upon or within any exclusive use common element areas appurtenant to such owner's unit, in order to enable the Corporation to carry out and complete the maintenance and repair responsibilities of such owner regarding the Terrace Landscaping, on such owner's behalf, and in such case the said owner shall be responsible for reimbursing the Corporation for all costs and expenses incurred by the Corporation in so doing, and all payments to be made by any owner pursuant to this provision shall be deemed to constitute additional contributions towards the common expenses payable by such owner, and shall be recoverable as such (and with corresponding lien rights in favour of the Corporation similar to the case of common expenses arrears).

d) Each dwelling unit owner having the exclusive use of any balcony, patio or terrace area shall, upon the Corporation's request,

provide access thereto to the Corporation (or to any of its authorized agents, representatives, employees and/or retained contractors), for the purpose of facilitating or expediting the maintenance or repair thereof and/or any unit(s) or common element area(s) in this Condominium, and shall also allow the Declarant and/or the Condominium to temporarily attach or affix to the exterior of any owner's dwelling unit (and/or to any exclusive use common element area appurtenant thereto) a davit arm and appurtenant cables, as well as a swing stage and window washing scaffolding, and/or any other equipment, mechanisms and/or apparatus required or desired to enable or facilitate the cleaning of all windows exterior to those dwelling units not accessible by any balcony, patio or terrace area, and/or any other maintenance or repair work desired to be undertaken by the Corporation to any exterior building component(s) of the Condominium, as well as any maintenance or repair work in respect of the Terrace Landscaping [ie. if and when the unit owner(s) primarily responsible for maintaining or repairing the Terrace Landscaping fail(s) to do so].

e) Notwithstanding anything contained in this declaration to the contrary, no one shall bring onto, place, affix, erect or install on or within any balcony, patio or terrace area any object, material or thing that exceeds the permissible load(s) set forth or contemplated in the structural plans or specifications of this Condominium.

f) Each owner shall forthwith reimburse the Corporation for the cost of repairs made by the Corporation to any windows, skylights and/or doors serving his or her dwelling unit, following damage to same caused by such owner's negligence or wilful misconduct, or caused by the negligence or wilful misconduct of the residents, tenants, invitees or licensees of his or her unit (or by anyone else for whose actions such owner is responsible, at law or in equity), and where the cost of rectifying any such damage is recoverable under any policy of insurance maintained by the Corporation, then the owner responsible for such damage as aforesaid shall forthwith reimburse the Corporation for the deductible amount payable under such insurance policy.

g) The Corporation shall be responsible for the cost of repairing and/or replacing all door locks respectively leading into (or providing access to) each of the units (as and where applicable) that were originally installed by the Declarant and keyed to the Corporation's master key entry system, unless any such lock has been damaged by any owner, or by such owner's residents, tenants, invitees, licensees, contractors or customers, in which case the Corporation shall undertake and complete such repair or replacement, but the cost of same shall be borne solely by the affected unit owner, and any such replacement lock shall likewise be keyed to the Corporation's master key entry system. No one shall be entitled to repair or replace any lock on any door leading directly into (or providing access to) any of the units without the prior written approval of the board, and without having any such replacement lock keyed to the Corporation's master key entry system.

h) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby declared and stipulated that where a unit owner is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance or repair of any matter, item or component comprising, involving or associated with any exclusive use common element area appurtenant to his or her unit, but which matter, item or component is not fully accessible from or by such owner's unit or exclusive use common element area, or alternatively where the Corporation is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance or repair of any portion of such owner's exclusive use common element area, then in either of such circumstances, such owner shall not undertake or complete said maintenance or repair work, but rather shall be obliged to notify the Corporation of the needed or desired maintenance or repair work with respect to same, and shall provide reasonable access to or through such owner's unit (and to any exclusive use common element areas appurtenant thereto) to the Corporation's authorized agents, representatives, employees and/or retained contractors in order to facilitate such maintenance or repair work by the Corporation's authorized agents, representatives, employees and/or retained contractors, and said work shall be carried out and completed at the sole cost and expense of such owner (unless the Corporation was obliged to carry out said work, at its sole cost and expense, in accordance with any of the foregoing provisions hereof). In those circumstances where the owner is solely responsible for the cost of any maintenance or repair work undertaken by the Corporation's authorized agents, representatives, employees and/or retained contractors as hereinbefore provided, the Corporation shall invoice such owner for all costs and expenses incurred in connection with any such maintenance or repair work so undertaken, and the unit owner shall forthwith pay same to the Corporation, failing which all such costs and expenses shall be added to the monthly contributions towards the common expenses of such owner, and shall be treated in all respects as common expenses, and be recoverable as such (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

i) In light of the fact that:

   i) section 90(2) of the Act provides that the obligation to maintain includes the obligation to repair after normal wear and tear;

   ii) sections 93 to 95 inclusive of the Act oblige the Corporation to establish and maintain one or more reserve funds to cover the major repair and replacement of the common elements and assets of the Corporation;

iii) a unit owner who is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance of any matter, item or component comprising, involving or associated with any exclusive use common element area appurtenant to his or her unit, may accordingly be liable for any necessary repairs to such matter, item or component once same has deteriorated in the normal course of use, even though the Corporation may have adequate reserve funds to cover the cost of any major repair work thereto or the replacement thereof;

iv) repair after normal wear and tear (which falls under the rubric of maintenance) that becomes the responsibility of the unit owner individually, rather than of the Corporation, could be prejudicial or detrimental to the best interests of the Corporation, particularly if the requisite work involves (or may otherwise affect) the structural integrity of any portion of the building(s) comprising the Condominium, and is not carried out and completed in a proper, diligent and professional manner; and

v) section 176 of the Act confirms that one cannot contract out of any provisions of the Act (including the alteration of the definition of maintenance or repair established by the Act), while section 91 of the Act expressly allows the declaration to alter or re-allocate the obligations of maintenance and repair respectively, between the Corporation and any one or more unit owners;

it is hereby declared and stipulated that notwithstanding anything hereinbefore or hereinafter provided in this declaration to the contrary, in those circumstances where a unit owner is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance or repair of any matter, item or component comprising, involving or associated with any exclusive use common element area appurtenant to his or her unit (excluding however all improvements made thereto which were not originally installed by or on behalf of the Declarant), then such obligation to maintain or repair shall automatically shift to (and devolve upon) the Corporation immediately before the earlier of:

A. the date when such matter, item or component has been damaged [provided however that if such damage has been caused, either directly or indirectly, by or through the fault, negligent act or omission of the affected owner (or of such owner's residents, tenants, invitees and/or licensees), then the Corporation shall attend to the repair of such damage, but such repair shall be carried out at the sole cost and expense of the affected owner, and the latter shall fully indemnify and save the Corporation harmless from all costs, damages, expenses and/or liabilities incurred by the Corporation in doing so]; or

B. the date when such matter, item or component has (through normal wear and tear) deteriorated to the point where it requires repair or replacement (for health or safety reasons, or for any other legitimate reason as may be determined by the board from time to time);

whereupon the Corporation shall be solely responsible for the maintenance and repair thereof, and the affected unit owner shall correspondingly be obliged in such circumstances to notify the Corporation of such required maintenance or repair work, and the Corporation's authorized agents, representatives, employees and/or retained contractors shall thereafter carry out such maintenance or repair work, at the Corporation's sole cost and expense [either as a direct expenditure from the Corporation's reserve fund (if appropriate or applicable to any major repair or replacement so undertaken) or otherwise from the Corporation's operating account or other funds], unless the matter, item or component is being repaired because of damage caused by the fault, negligent act or omission of the affected owner (or of such owner's residents, tenants, invitees and/or licensees), in which latter case the entire cost of the repair work shall be borne solely by the affected owner as hereinbefore provided. Once the said matter, item or component has been fully repaired, restored or replaced by the Corporation as aforesaid, then the ongoing obligation thereafter to maintain or repair same shall revert back to the affected owner, as previously provided for in this declaration, subject however to the same automatic shifting of said obligation onto the Corporation at the times and in the circumstances expressly contemplated in subparagraphs A) and B) above.

PART 8 - INSURANCE

Section 38 - Insurance Maintained by the Corporation

a) **All-Risks Insurance**

The Corporation shall obtain and maintain insurance against "all risks" (including insurance against damage caused by fire and "major perils" as defined in section 99(2) the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy, as well as insurance against such other perils or events as the board may from time to time deem advisable, in respect of the Corporation's obligation to repair, and in respect of the unit owners' interests in the units and common elements, in connection with any damage to:

i) the common elements, including any and all improvements or betterments made by or on behalf of the Corporation to any portion of the common elements from time to time, including without limitation, the Recreation Centre and all recreational facilities and amenities contained therein or operated therefrom (or any portion thereof), and the Sign Band;

ii) the personal property owned by the Corporation, but excluding all furnishings, furniture and other personal property supplied or installed by any of the unit owners; and

iii) the units, except for any improvements or betterments made thereto or acquired by any of the unit owners;

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

b) **Public Liability, Property Damage and Boiler Insurance**

The Corporation shall obtain and maintain public liability and property damage insurance, together with boiler, machinery and pressure vessel insurance (if applicable), with limits to be determined by the board [but in no event less than two million dollars ($2,000,000.00) of coverage per occurrence], insuring the Corporation against its liability resulting from breach of its duty as occupier of the common elements, and/or arising from the ownership, use and/or operation (by or on behalf of the Corporation) of boilers, machinery, pressure vessels and/or motor vehicles.

c) **General Provisions Regarding Policies of Insurance**

The foregoing policy or policies of insurance shall be required to insure the interests of the Corporation and the unit owners from time to time, as their respective interests may appear (with all mortgagee endorsements being subject to the overriding provisions of the Act, this declaration, and the provisions of any applicable insurance trust agreement), and same shall contain (and be subject to) the following provisions, namely:

i) if the Corporation has entered into an insurance trust agreement with an insurance trustee, then all proceeds arising from any insured loss or losses shall be payable to the said insurance trustee, save and except for any insurance proceeds arising from any single insured loss or occurrence that amounts to less than fifteen (15%) percent of the replacement cost of the property covered by the Corporation's insurance policy, in which case such proceeds shall be payable to the Corporation (or to the person or persons whom the Corporation specifies in writing), and not to the said insurance trustee, and if no insurance trustee has been retained by the Corporation then all proceeds arising from any insured loss or losses shall be payable directly to the Corporation (or to the person or persons whom the Corporation specifies in writing);

ii) waivers of subrogation against the Corporation and its directors, officers, managers, agents, employees and designated representatives from time to time, and against the unit owners, and their respective residents, tenants, invitees or licensees, except for damage arising from or in connection with any vehicle impact, arson, fraud, vandalism or malicious mischief caused or contributed by any of the aforementioned parties or individuals;

iii) such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days prior written notice sent by registered mail to all parties whose interests appear (or are expressly noted) thereon, and to the Insurance Trustee (as hereinafter defined);

iv) waivers of any defence based on co-insurance (other than pursuant to a stated amount co-insurance clause expressly set forth in the Corporation's insurance policy), or on any invalidity arising from any act, omission, or breach of a statutory condition, by any insured party;

v) provisions confirming that the same shall be primary insurance in respect of any other insurance carried by the unit owner(s); and

vi) waivers of the insurer's obligation or requirement to repair, rebuild or replace the damaged property, in the event that after damage, the government of the property (in other words, the Condominium) is terminated pursuant to the Act.

Section 39 - General Provisions Regarding the Corporation's Insurance

a) Prior to obtaining any policy or policies of insurance, and every three (3) years thereafter, and at such other times as the board may deem advisable, the board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the common elements and assets of the Corporation, for the purpose of determining the amount of insurance to be effected, and the cost of such appraisal shall be a common expense.

b) The Corporation, the board, and its officers shall have the exclusive right, on behalf of the Corporation and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed, held or maintained by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment; provided however that the board may, in writing, authorize any owner to adjust any loss to his or her unit.

c) Every mortgagee shall be deemed to have agreed to waive any right to have the proceeds of any insurance applied on account of the mortgage indebtedness. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the

right of an owner to vote or to consent to any matters at meetings of owners (if the mortgage itself contains such a provision or entitlement), as well as the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired or replaced.

d) A certificate or memorandum of all insurance policies (and endorsements thereto) maintained by the Corporation shall be issued as soon as possible to each owner, and to each mortgagee who has notified the Corporation of his or her interest in any unit. A notarial or certified copy of all such policies shall be delivered to each mortgagee who has notified the Corporation of his or her interest in any unit, and who has formally requested same. Renewal certificates or certificates of new insurance policies shall be furnished to each owner, and to each mortgagee who has notified the Corporation of his or her interest in any unit, no later than ten (10) days before the expiry of any current insurance policy. The master policies of the Corporation's insurance coverage shall be kept and maintained in the office of the Corporation (or at the office of the Corporation's property manager, from time to time), available for inspection by any owner or mortgagee on reasonable notice to the Corporation.

e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance held or maintained by the Corporation, or to direct that loss (or any proceeds of such insurance) shall be payable in any manner other than as provided for in this declaration.

Section 40 - <u>Indemnity Insurance for Directors and Officers of the Corporation</u>

The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in subsections 38(1)(a) and (b) of the Act, including any liability, cost, charge or expense incurred by them in the execution of their respective duties (hereinafter collectively referred to as the "**Liabilities**"), provided however that such insurance shall not indemnify any of the directors or officers against any of the Liabilities respectively incurred by them as a result of a breach of their duty to act honestly and in good faith, or in contravention of the provisions of the Act.

Section 41 - <u>Insurance Maintained by Each of the Unit Owners</u>

a) The insurance described in the foregoing provisions of this declaration constitutes the only insurance coverage required to be obtained and maintained by the Corporation. However, **in addition to the Corporation's insurance, the following insurance must be obtained and maintained by each unit owner, at his or her sole cost and expense, throughout the entire period of ownership, namely:**

i) All-risks insurance that provides adequate coverage, on a replacement cost basis, in respect of any and all additions, upgrades, betterments and/or improvements made to the owner's unit (to the extent that same are not included as part of the standard unit for the class of unit to which the owner's unit belongs), together with property damage insurance for all furnishings, equipment, personal property and chattels contained within the owner's unit (or stored elsewhere within the confines of the Condominium property), including his or her automobile(s) and/or bicycle(s), as well as insurance for the loss of use and occupancy of the owner's unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation and its directors, officers, managers, agents, employees and designated representatives from time to time, and against all other unit owners (and any residents, tenants, invitees or licensees of such other units), except for any damage arising from (or in connection with) any vehicle impact, arson, fraud, vandalism or malicious mischief caused or contributed by any of the aforementioned parties or individuals;

ii) Public liability insurance (providing coverage of not less than $2 million dollars per occurrence), covering the liability of any owner (including any resident, tenant, invitee or licensee of such owner's unit), for or in respect of any damage occasioned to any other unit(s) or to the common elements [or to any personal property situate within any other unit(s) or the common elements]; and

iii) Insurance covering any deductible amount under the Corporation's master insurance policy, that is payable by a unit owner, or for which a unit owner may be responsible for reimbursing the Corporation (in whole or in part);

on the express understanding that the insurance coverage noted in the preceding subparagraphs (i) and (ii) above, shall not be resorted to merely (or only) if and when the Corporation's master insurance policy does not cover the damage so caused by the affected unit owner (or by the residents or tenants of the affected owner's unit), but rather shall constitute primary insurance that is always resorted to first and foremost if and when any such damage occurs, so that the Corporation's master insurance is, to the extent reasonably possible, not over-utilized.

b) The **following insurance is strongly recommended to be obtained by each unit owner,** at his or her sole cost and expense, although same is not mandatory, namely:

i) Insurance covering additional living expenses incurred by an owner, if forced to leave his or her dwelling unit by one of the hazards protected against under the Corporation's insurance policy or under the owner's personal insurance

policy;

ii) Insurance covering any special assessments levied against an owner's unit by the Corporation;

iii) Contingent insurance coverage, in the event that the Corporation's insurance is inadequate to fully cover any particular damage or injury involving or otherwise affecting any owner and/or his or her unit; and

iv) Any other insurance deemed necessary or desirable by any unit owner and his or her insurance advisors.

Section 42 - Indemnification of the Corporation by Unit Owners

a) Each owner shall indemnify and save the Corporation harmless from and against any loss, cost, damage, injury or liability which the Corporation may suffer or incur resulting from (or caused by) any deliberate or wilful act or omission, or any negligent act or omission, of such owner (or of any resident, tenant, invitee or licensee of such owner's unit, or of anyone else for whose actions or omissions such owner is in law responsible) affecting the common elements (or any portion thereof), the owner's unit and/or any other unit(s), except for any loss, cost, damage, injury or liability insured against by the Corporation and for which proceeds of insurance sufficient to cover any such loss, cost, damage, injury or liability are paid or payable directly to (or for the benefit of) the Corporation. All payments to be made by any owner pursuant to this section shall be deemed to be additional contributions toward the common expenses payable by such owner, and shall be recoverable as such (with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

b) Notwithstanding anything contained in this declaration to the contrary, it is expressly declared and stipulated that all costs and expenses (including the Corporation's insurance deductible, if applicable, and all legal fees on a solicitor and his/her own client basis or substantial-indemnity scale, as well as all applicable disbursements) incurred by the Corporation by reason of any breach of any provision(s) of the Act, this declaration, any by-law(s) and/or rule(s) of the Corporation in force from time to time (including a breach of any agreement binding upon the Corporation and expressly authorized or ratified by any by-law of the Corporation), or by reason of any damage or injury occasioned to any unit(s) or any portion of the common elements, committed by any unit owner (or by any resident(s) of such owner's unit, and/or by said owner's respective tenants, invitees or licensees, or by anyone else for whose actions or omissions such owner is in law responsible) shall be fully borne and paid for by (and shall ultimately be the sole responsibility of) such owner, and such owner shall accordingly be obliged to forthwith reimburse the Corporation for the aggregate of all such costs and expenses so incurred, failing which same shall be deemed for all purposes to constitute an additional contribution towards the common expenses payable by such owner, and shall be recoverable as such (with corresponding lien rights in favour of the Corporation against such owner's unit, similar to the case of common expense arrears).

c) Without limiting the generality of the preceding provisions in subparagraphs (a) and (b) above, it is also expressly declared and stipulated that:

i) In the event of any damage in respect of which a claim is being made under the Corporation's insurance policy, each unit owner shall indemnify and save the Corporation harmless from and against the amount which is the lesser of:

A. any deductible amount payable by the Corporation under or pursuant to any policy of insurance held by the Corporation, that is applicable to the insurance claim for the repair of damage to such owner's unit and/or exclusive use common element area(s); or

B. the actual cost attributable to the repair of such owner's unit and/or exclusive use common element area(s);

regardless of fault, so long as the damage is not caused by (nor the result of an act or omission on the part of) the Corporation and/or its directors, officers or agents.

ii) Should an incident cause damage to more than one unit [or to the exclusive use common element area(s) appurtenant to more than one unit], and where such damage was not caused by (nor the result of an act or omission on the part of) the Corporation and/or its directors, officers or agents, then the owner of each unit that has suffered such damage shall indemnify and save the Corporation harmless from and against the amount which is equivalent to such owner's proportionate share of the total deductible amount payable by the Corporation under or pursuant to any policy of insurance held by the Corporation (and that is applicable to the insurance claim for the repair of such damage), on the express understanding that the proportionate share of the deductible payable by each unit owner that has suffered damage shall be determined by the board of directors in its sole, unfettered and unchallenged discretion, after taking into account or applying the deductible thresholds provided in the immediately preceding subparagraph (i) above.

iii) The deductible amount for each policy of insurance held by the Corporation shall be deemed to be reasonable, unless otherwise determined by a court of competent jurisdiction, or by a mediator or arbitrator having jurisdiction to resolve any such dispute regarding the deductible.

Section 43 - Insurance Trust Agreement

a) The Corporation may at any time, and from time to time, enter into an insurance trust agreement (hereinafter referred to as the **"Insurance Trust Agreement"**) with a trust company registered under the *Loan and Trust Corporations Act R.S.O. 1990, as amended*, or with a chartered bank or other firm qualified to act as an insurance trustee (hereinbefore and hereinafter referred to as the **"Insurance Trustee"**).

b) If an Insurance Trust Agreement is ultimately entered into between the Corporation and the Insurance Trustee, then save as hereinafter otherwise provided, the Insurance Trust Agreement shall stipulate that:

i) the Insurance Trustee shall hold all insurance proceeds (in respect of any and all claims made under any of the Corporation's insurance policies from time to time) in trust, and shall disburse said proceeds in satisfaction of the respective obligations of the Corporation and the unit owners to repair or replace any damage occasioned to any unit(s) and/or the common elements (or any portion thereof), in accordance with the provisions of the Act and this declaration; and

ii) if substantial damage has occurred to the Condominium [for which the cost of repair is estimated to equal or exceed twenty-five (25%) percent of the replacement cost of all buildings and structures located on the property, as set out in section 123(2) of the Act], and the board has registered a notice terminating the government of the property by or under the Act [following an affirmative vote in favour of terminating the Condominium by owners of at least eighty (80%) percent of the units, pursuant to section 123(7) of the Act], then the Insurance Trustee shall hold all proceeds of insurance received for and on behalf of the owners, in the proportions reflecting their respective interests in the common elements, and shall pay such proceeds (and all other amounts then held by the Insurance Trustee, less all outstanding fees and disbursements owed by the Corporation to the Insurance Trustee pursuant to the provisions of the Insurance Trust Agreement) to the respective owners in such proportions, forthwith following the registration of the aforementioned notice of termination, subject however to paying or applying any owner's proportionate share of such proceeds to pay and satisfy the amount due under any outstanding certificate(s) of lien which may be registered in favour of the Corporation against such owner's unit, and to thereafter pay and satisfy the amount due and owing to any outstanding mortgagees encumbering the owner's unit (in the order of their respective priority).

c) Despite anything contained in this declaration or in any Insurance Trust Agreement to the contrary, it is hereby declared and stipulated that if the proceeds of insurance payable on any one loss or occurrence under any policy of insurance held or maintained by the Corporation amounts to less than fifteen (15%) percent of the replacement cost of the property covered by such policy, then such proceeds shall be paid directly to the Corporation, or to any other person whom the Corporation specifies, as expressly provided or contemplated in section 100(1) of the Act (or alternatively such proceeds shall be re-directed to the Corporation by the Insurance Trustee in accordance with the provisions of the Insurance Trust Agreement), and such proceeds shall correspondingly be promptly utilized by or on behalf of the Corporation for the repair or replacement of the damaged unit(s) and/or common element area(s), as the case may be.

PART 9 - DUTIES OF THE CORPORATION

Section 44 - Duties

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

a) To cause electricity, water and all other requisite utility services to be provided to each of the dwelling units and to the common elements, including without limitation, the Recreation Centre (and to all amenities and facilities situate therein or operating therefrom), and to ensure that the Recreation Centre (and all amenities and facilities situate therein or operating therefrom) are fully functional and operable during normal or customary hours of use (as determined by the Declarant prior to the turnover meeting convened pursuant to section 43 of the Act, and thereafter as determined by the board of directors from time to time);

b) To maintain and repair any retaining walls or exterior perimeter fences erected along the boundaries of this Condominium (or any portion thereof), as well as this Condominium's landscaping treatments and features (including all plantings, and both hard and soft landscaping elements) installed within any non-exclusive use common element areas, and to clean and remove all dirt, debris and snow from all portions of the internal roadway/driveway and garage ramp leading into the underground parking garage serving and benefitting this Condominium;

c) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the access and egress of:

i) the Declarant and its designated agents, representatives, employees, retained contractors or sub-contractors, invitees and/or licensees, over any portion of the common elements, in order to facilitate the Declarant's construction and completion of all buildings and structures situate within the confines of the Real Property; and

ii) the Declarant and its designated agents, representatives, employees, contractors, invitees and/or licensees, over any portion of the non-exclusive use common elements, in order to facilitate access to and egress from each of the Declarant's sales offices, customer service offices and/or temporary model suites which may be situate within the confines of any unsold dwelling units retained by the Declarant, as well as those portions of the Recreation Centre utilized by the Declarant in connection with the marketing and sale of the Declarant's remaining unsold inventory of dwelling units in this Condominium, until such time as all dwelling units within this Condominium have been sold

and transferred by the Declarant to each of the respective unit purchasers thereof;

d) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the access to, egress from and/or use of the Recreation Centre (and all amenities, services and facilities situate therein or operated therefrom) by the Declarant and its designated agents, representatives, employees, contractors, invitees and/or licensees, in connection with the Declarant's marketing and sales efforts and/or customer service programs implemented from time to time in connection with any of the dwelling unis in this Condominium, as expressly contemplated or provided for in this Declaration;

e) Too take all requisite steps to ensure that all easement areas appurtenant to the Real Property, as well as all servient easement areas affecting (or in respect of) the Real Property, are maintained and repaired, as and when required, in accordance with the provisions of the Outstanding Municipal Agreement (as such term is hereinafter defined);

f) To ensure that on designated or scheduled municipal garbage pickup days only, arrangements are made for this Condominium's residential garbage container bins to be moved from the garbage storage/recycling room, to a reinforced exterior concrete storage/collection pad, and that the building manager or another trained person is present at all times during the removal of the residential garbage and refuse from this Condominium, in order to properly manoeuvre the residential garbage containers to the exterior concrete storage/collection pad, and onto the municipal garbage collection vehicles, and to act as a flagperson when such vehicles are reversing, and to ensure that no garbage containers whatsoever are left outside, except on the mornings of designated municipal garbage pick-up days;

g) To ensure that each of the visitor parking spaces situate within the confines of this Condominium (comprising part of the non-exclusive use common elements of this Condominium) shall be used only by the visitors and guests of the respective owners, residents and tenants of the dwelling units in this Condominium, from time to time, and by the Declarant's employees, agents, representatives, contractors and invitees from time to time, for the purposes of parking thereon (on a temporary basis only) only one motor vehicle per space, and with each visitor parking space to be individually so designated by means of a clearly visible sign;

h) To abide by, and comply with (and to ensure, to the extent reasonably possible, that all owners, residents and tenants of this Condominium likewise abide by, and comply with) the terms and provisions of the following outstanding registered municipal agreement [and any successor or supplementary agreement(s) with respect thereto](hereinafter referred to as the "**Outstanding Municipal Agreement**"):

i) an outstanding Site Plan Agreement entered into with the City of Toronto, pertaining to the development of this Condominium on the Real Property, and registered on June 22, 2016 as **Instrument No. AT4254561** (hereinafter referred to as the "**Site Plan Agreement**");

i) To assume, perform and fulfil, immediately after the registration of this declaration, all of the outstanding and/or ongoing obligations and liabilities of the Declarant and/or any of its predecessors in title to the Real Property arising under the Outstanding Municipal Agreement, including the obligation to maintain the works, services and/or facilities constructed or installed by the Declarant upon or within the Real Property, and to execute and deliver such further documents and/or assurances as the City of Toronto and/or the Declarant may hereafter require or desire, from time to time, in order to evidence and confirm the foregoing assumption by the Corporation of said obligations and liabilities. The foregoing duty shall also expressly include the obligation of this Condominium to:

i) enter into (and abide by the terms and provisions of) an assumption agreement with the Declarant, and with or without the City of Toronto as a party or signatory thereto, but nevertheless enforceable by the City of Toronto against the Corporation (hereinafter referred to as the "**Assumption Agreement**"), pursuant to which the Corporation shall formally evidence and confirm its assumption of all outstanding and ongoing obligations and liabilities of the Declarant arising under the Outstanding Municipal Agreement, including without limitation, the obligation to maintain and repair those common element areas which are directly affected or impacted by (or comprise part of the servient tenement with respect to) the Easements and/or the Encroachments respectively, all at this Condominium's sole cost and expense (on the express understanding that all maintenance and repair costs incurred with respect to same shall comprise part of the common expenses);

ii) not alter the grading or slope of the Real Property (or any portion thereof), nor obstruct or interfere with any drains or drainage pattern(s) in respect of the Real Property (nor permit or allow any one else to alter the grading and/or slope of the Real Property, or to alter or interfere with any drains or drainage pattern(s) in respect of the Real Property), nor alter the width of any driveway(s) situate within the confines of this Condominium, except in accordance with the lot grading and building siting control plan(s) approved by the City of Toronto, without the prior written consent of the City of Toronto thereto, and to maintain any such alterations to the grading, slope and/or drainage patterns of the Real Property so approved by the City of Toronto; and

iii) indemnify and save the Declarant harmless, from and against all costs, claims, damages and/or liabilities which the Declarant may hereafter suffer or incur as a result of (or in connection with):

A. any claim or proceeding hereafter made or pursued against the Declarant by the City of Toronto because of

any breach or contravention of any term(s), provision(s) or obligation(s) outlined in any of the Outstanding Municipal Agreement so committed by the Corporation, or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity; and/or

B. any security heretofore provided or posted by the Declarant with the City of Toronto (to ensure the fulfilment of any outstanding obligations arising under any of the Outstanding Municipal Agreement) being drawn down upon by the City of Toronto (in whole or in part), as a direct or indirect result of any breach or contravention of any term(s), provision(s) or obligation(s) outlined in any of the Outstanding Municipal Agreement so committed by the Corporation, or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity;

j) To require, in the event that any unsold parking units, and/or locker units (or any other units) so retained by the Declarant are hereafter transferred and conveyed to the Corporation (either for valuable consideration or for nil consideration, and whether in conjunction with any negotiated settlement or release of any claim by or on behalf of this Condominium, or otherwise), nothing more than the electronic transfer of title thereto (and the electronic registration of all discharges in respect of any outstanding mortgages or charges encumbering same, if applicable, along with satisfactory evidence that there are no outstanding arrears of realty taxes assessed against same), and without requiring or requisitioning any other documents, certificates, statutory declarations, opinions, indemnities and/or undertakings from or by (or on behalf of) the Declarant or the Declarant's solicitors in connection therewith. The foregoing duty shall also include the obligation of this Condominium to forthwith accept upon the request of the Declarant, at any time hereafter, title to any unsold parking unit(s) and/or locker unit(s) and/or any other unit(s) so retained by the Declarant and which the Declarant wishes to convey to this Condominium for nil consideration, provided that title thereto is conveyed free and clear of any outstanding mortgages or charges (or provided that any such outstanding mortgages or charges encumbering same are discharged forthwith following any such conveyance to this Condominium, at the sole cost and expense of the Declarant), and provided further that all outstanding realty taxes assessed against same have been fully paid by or on behalf of the Declarant, without requiring or requisitioning any other documents, certificates, statutory declarations, opinions, indemnities and/or undertakings from or by (or on behalf of) the Declarant or the Declarant's solicitors in connection therewith;

k) To enter into, and abide by the provisions of, a servicing agreement with the Utility Monitor (initially designated by the Declarant to be Provident Energy Management Inc.), pursuant to which the Utility Monitor shall be retained by the Corporation to:

i) read the thermal check meter and each of the hot water and electricity check meters appurtenant to each of the dwelling units, on a periodic basis, and to correspondingly issue invoices to each of the respective dwelling unit owners for the cost of their respective consumption of hot water and electricity services, and for the cost of heating and cooling their respective dwelling units, determined in accordance with the Utility Monitor's check meter readings;

ii) read the electricity check meter appurtenant to each of the Electrical Parking Spaces on a periodic basis, and to correspondingly issue invoices to each of the owners of the Electrical Parking Spaces for the cost of their respective electricity consumption, determined in accordance with the Utility Monitor's check meter readings;

iii) attend to the maintenance, repair and/or replacement, as and when necessary, of each of the thermal check meters and the hot water and electricity check meters appurtenant to each of the dwelling units, and the electrical check meters appurtenant to each of the Electrical Parking Spaces, subject to the overriding obligation of the Corporation to fully pay for (or to forthwith fully reimburse the Utility Monitor for) all costs and expenses incurred in connection with such maintenance or repair work and/or replacement of any of the said meters or check meters appurtenant to each of the dwelling units and to the Electrical Parking Spaces in this Condominium; and

iv) charge back the cost of such meter and/or sub-meter reading and invoicing services, to each of the dwelling unit owners and to the owners of the Electrical Parking Units unit respectively;

l) To take all reasonable steps to ensure that the thermal check meters and the hot water and electricity check meters appurtenant to each of the dwelling units, as well as the electricity check meter appurtenant to each of the Electrical Parking Spaces, are in good working order (and properly tested and serviced from time to time), and that said check meters are read by the Utility Monitor (and based on said check meter readings, invoices reflecting the cost of the water, electricity and thermal energy consumption are correspondingly issued by the Utility Monitor to each of the dwelling unit owners, together with invoices reflecting the cost of the electricity consumption are correspondingly issued by the Utility Monitor to each of the owners of the Electrical Parking Spaces) on a periodic basis, as and when required in accordance with the foregoing provisions of this declaration, and to correspondingly:

i) collect from each dwelling unit owner his or her unpaid P.S.U.C. amount(s) from time to time, and to maintain and enforce the Corporation's Utility Lien against the dwelling unit (and/or against the Electrical Parking Space, if applicable) of each Defaulting Owner, pursuant to the foregoing provisions of this declaration; and

ii) pay for (or forthwith fully reimburse the Utility Monitor for) all costs and expenses incurred in connection with any required maintenance, repair and/or replacement of any of the meters and/or sub-meters appurtenant to each of the dwelling units;

m) To enter into an agreement with the Declarant immediately after the registration of this declaration (hereinafter referred to as the "**License Agreement**"), if so required by the Governmental Authorities or requested by the Declarant, pursuant to which the Corporation shall formally grant the Declarant a license (for nil consideration) to enter upon the common elements for the purposes of complying with all of the terms and provisions of the Site Plan Agreement, which license shall automatically expire upon the completion and fulfilment of all obligations of the Declarant thereunder (but in no case later than 21 years less a day following the registration of this declaration, in order to obviate any contravention of the subdivision-control and part-lot control provisions of the *Planning Act R.S.O. 1990, as amended*), and which license shall be duly authorized by a by-law of the Corporation enacted in accordance with the provisions of the Act;

n) To grant, immediately after the registration of this Condominium if so required by the Declarant, an easement in perpetuity in favour of the local electricity authority or provider (hereinafter referred to as the "**Electricity Company**"), over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, inspection, maintenance and/or repair of the Electricity Company's electricity plant, pipes, cables, conduits, service lines, wires and equipment (and all necessary appurtenances thereto) in order to facilitate the supply of electricity to each of the dwelling units and designated portions of the common elements in this Condominium, and if so requested by the Electricity Company, to enter into (and abide by the terms and provisions of) an agreement with the Electricity Company pertaining to the provision of electricity to this Condominium (hereinafter referred to as the "**Electricity Agreement**");

o) To grant, immediately after the registration of this Condominium if so required by the Declarant, an easement in perpetuity in favour of the local gas authority or provider (hereinbefore and hereinafter referred to as the "**Gas Supplier**" or the "**Gas Company**"), over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, inspection, maintenance and/or repair of the Gas Company's pipes, cables, conduits, service lines, wires and equipment (and all necessary appurtenances thereto) in order to facilitate the supply of natural gas to the Condominium, and if so requested by the Gas Company, to enter into (and abide by the terms and provisions of) an agreement with the Gas Company pertaining to the provision of natural gas to this Condominium (hereinafter referred to as the "**Gas Agreement**");

p) To grant (for nil consideration), immediately after the registration of this Condominium, if so required by the Declarant, an easement in perpetuity in favour of one or more cable television, telephone and/or telecommunication service providers (hereinafter collectively referred to as the "**Telecommunication Service Providers**"), over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, inspection, maintenance and/or repair of cable television, telephone and/or other telecommunication service lines, wires, cables and equipment (and all necessary appurtenances thereto) in order to facilitate the supply of cable television, telephone and/or other telecommunication services to each of the dwelling units and designated portions of the common elements in this Condominium by any or all of the Telecommunication Service Providers, and if so requested by any or all of the Telecommunication Service Providers, the Corporation shall enter into (and abide by the terms and provisions of) one or more easement/servicing agreements between this Condominium and each of the Telecommunication Service Providers, pertaining to the provision of cable television, telephone and/or other telecommunication services to this Condominium (hereinafter collectively referred to as the "**Telecommunication Agreements**"), on the express understanding that any or all of the Telecommunication Service Providers may retain ownership of all wires, cables, conduits and appurtenant equipment associated with the provision and distribution of its/their cable television, telephone and/or other telecommunication services to this Condominium;

q) To prohibit any and all deliveries or drop-offs to this Condominium which entail or require the use of any of this Condominium's elevators, including the moving of furniture or personal belongings in or out of this Condominium by or on behalf of any dwelling unit owners (and/or any of their respective residents, tenants or invitees) which correspondingly entail or require the use of any of the elevators, between the hours of 6:00 a.m. to 9:30 a.m., Monday through Friday, excluding statutory holidays;

r) To arrange for a trained person to be present at all times during the respective collection/removal of garbage from this Condominium, in order to properly manoeuvre and transport the Condominium's garbage containers (situate within the garbage storage/recycling room), to the exterior concrete collection pad, and onto the garbage collection vehicles, and to act as a

s) To take all requisite steps to ensure that no part of the outdoor penthouse roof areas and/or any outdoor patios, balconies or terraces are used by any person or persons in a manner which creates or results in an excessive level of noise and/or light, or which creates or results in (or if continued, is likely to create or result in) any other nuisance which may unreasonably interfere with the use and enjoyment of the adjacent or neighbouring lands, and to endeavour to ensure that any disturbance of the quiet enjoyment of such adjacent or neighbouring lands, by light, sound, sight or any other matter, is minimized to the greatest extent reasonably possible;

t) To take all requisite steps to ensure that none of the trees, plants and/or landscaping materials, features or treatments installed by the Declarant upon or within any of the exclusive use common element areas appurtenant to any of the respective dwelling units on the uppermost level of this Condominium, or upon or within the penthouse roof areas (or any portion thereof), are altered, removed or destroyed, and to ensure (to the extent reasonably possible) that nothing is done (or permitted to be done) which would reduce the density of the foliage and landscaping materials situate thereon, on the express understanding that if any such trees, plants and/or landscaping materials should hereafter perish or shall otherwise be required to be replaced, then the replacement trees, plants and/or landscaping materials shall (to the greatest extent reasonably possible) be of the same type, size, and maturity as those being replaced (but at no cost or charge to the Declarant therefor);

u) To ensure (to the extent reasonably possible) that an AAI Agreement is entered into by the Corporation with any dwelling unit owner desiring to make any addition, alteration or improvement to any exclusive use common element areas appurtenant to such owner's dwelling unit (or to an installation upon the common elements), pursuant to the provisions of Section 98 of the Act, on the express understanding that if such an agreement is entered into with anyone other than the Declarant, then the AAI Agreement shall allocate the entire cost of undertaking or implementing the proposed addition, alteration or improvement to the affected owner desiring to undertake or implement same, and shall impose the responsibility for the cost of maintaining, repairing and insuring any such addition, alteration or improvement onto said dwelling unit owner (even though the Corporation and its authorized agents, representatives, employees and retained contractors shall be responsible for carrying out and completing all requisite maintenance and repair work with respect thereto, all at such owner's sole cost, risk and expense), and shall also address or set out any other matters that the board may deem advisable, and/or as may be prescribed from time to time by the regulations to the Act;

v) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by anyone else, which would prohibit, restrict, limit or interfere with (either directly or indirectly), nor place any conditions upon, the short-term leasing or licensing of any dwelling unit (or any portion thereof), with or without ancillary maid, cleaning and/or laundry services in connection therewith, and/or the right of any unit owner's tenants, sub-tenants, licensees, sub-licensees or occupants to access and use all of the non-exclusive use common element areas of this Condominium (including without limitation, all of this Condominium's recreational facilities and/or amenities), so long as the initial term or duration of any lease, sub-lease, license or sub-license (as the case may be) so entered into has in each case a minimum initial term or duration of not less than thirty (30) consecutive days. The foregoing duty shall also expressly include the obligation of this Condominium to:

i) not impose or charge (either directly or indirectly) any form of security (whether as a refundable deposit or otherwise), nor any tenant, occupant or guest registration fee, nor any exchange of key fee, nor any other type of administration fee(s) or charge(s) whatsoever, nor demand or require any tenant, occupant or guest registration and/or any additional notification(s) or information above and beyond the minimum required by section 83 of the Act (and by any regulations promulgated thereunder from time to time), in connection with any short term leasing or licensing arrangements made (or intended to be made) with respect to any dwelling unit(s) in this Condominium (or any portion of any dwelling unit), provided and so long as the initial term or duration of any lease, sub-lease, license or sub-license (as the case may be) so entered into has in each case a minimum initial term or duration of not less than thirty (30) consecutive days; and

ii) not prohibit, limit or restrict in any way the Declarant (while owning and seeking to sell any of the dwelling units in this Condominium), or any mortgagee who has a registered mortgage or charge against not less than twenty-five (25%) percent of the dwelling units in this Condominium (and who seeks to sell the dwelling units so encumbered by said mortgage or charge), from utilizing any unsold dwelling units in this Condominium for the purposes of creating and/or maintaining therein one or more marketing, sales, construction and/or customer-service office(s), until such time as all of the dwelling units in this Condominium (or such lesser number as the Declarant or any such mortgagee may determine in their respective sole, unfettered, and unchallenged discretion) have been sold and transferred to each of the respective unit purchasers thereof;

w) To take all reasonable steps to cause the Corporation's authorized workmen, agents, representatives and/or contractors to gain reasonable access to (and through) any or all of the dwelling units in this Condominium, which contain any clean-out valve or drain terminal that ultimately services any kitchen drain or plumbing stack that emanates from (or which benefits) any other unit(s) or common element area within this Condominium, provided that such access is attained only between the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday (excluding however, any statutory holiday falling within such period), on at least 48 hours prior written notice to the intended or affected dwelling unit owner(s) or occupant(s) [with no such notice being

required in the case of an emergency], for the purposes of enabling or facilitating the Corporation's maintenance, repair, relocation and/or servicing of the aforementioned clean-out valve or drain terminal (and any appurtenances thereto), and to forthwith reimburse (and concomitantly indemnify and save harmless) each owner of a dwelling unit who has suffered or incurred any loss or damage to his or her unit (and/or to any personal belongings, chattels, fixtures or equipment situate therein) as a result of the exercise by the Corporation of the foregoing right of entry, or incurred as a result of the failure by the Corporation to properly or adequately maintain, repair and/or service any such clean-out valve or drain terminal;

x) To ensure that if or where a realtor key lock box and closet has been installed by the Declarant within the confines of the underground parking garage of (or elsewhere within) this Condominium, no actions or steps are taken by the Corporation, or by any one else, which would:

i) cause said lock box and closet to be removed or dismantled; and

ii) prohibit, limit or restrict reasonable access to and from said lock box and closet, by any real estate broker or real estate agent or representative expressly authorized by any dwelling unit owner to access same for the purposes of facilitating the showing and sale of such owner's dwelling unit, provided that the affected owner signs an authorization form (available from the Condominium's property manager) and delivers same directly to the Corporation or the Condominium's property manager at least 48 hours prior to any desired entry/access to the aforementioned lock box and closet, and which authorization form shall expressly confirm, amongst other things, that:

A. such owner's dwelling unit is intended to be shown to third parties by one or more real estate agents or representatives who are authorized to access the aforementioned lock box and closet; and

B. such dwelling unit owner unconditionally accepts full and complete responsibility for any damage occasioned to his or her unit (and any loss or damage to any personal belongings, chattels, fixtures or equipment situate therein) as a consequence of such permitted entry/access, and fully absolves the Corporation and the Condominium's property manager (and their respective employees) from all claims and/or liabilities arising from such permitted entry/access and/or any resultant loss or damage as aforesaid;

y) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of the *Professional Engineers Act R.S.O. 1990, as amended*, or alternatively a certificate of practice within the meaning of the *Architects Act R.S.O. 1990, as amended*) to conduct a performance audit of the common elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (hereinafter referred to as the **"Performance Audit"**) at any time between the 6th month and the 10th month following the registration of this declaration, then the Corporation shall have a duty to:

i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the **"Performance Auditor"**) while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and

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

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

z) To facilitate the procurement by the Declarant of (and assist and co-operate with the Declarant in obtaining) third party authentication of this Condominium's energy performance from Natural Resources Canada, an agency of the Federal Government of Canada and/or by the City of Toronto Energy Efficiency Office, or by some other equivalent or comparable third party peer review that is qualified to provide confirmation that this Condominium has been designed and constructed to achieve suitable energy performance targets (and correspondingly designed to use approximately 25% less energy than a comparable building designed to the specifications of the 1997 Model National Energy Code For Buildings, as determined by third-party verified energy performance modelling), and to endeavour to attain or achieve **"LEED"** certification (ie. by this the Condominium having attained at least the minimum number of credits required for certification by the Leadership in Energy and Environmental Design, in respect of the **"green building rating system"**) as determined by the Canada Green Building Council or by some other equivalent or comparable agency, following the completion and occupancy of this Condominium. The foregoing duty shall also include the obligation of this Condominium to:

i) permit, to the extent reasonably possible, access by representatives of governmental agencies (together with representatives of environmental and/or energy-related consultants retained by the Declarant) to the individual units and common elements of this Condominium from time to time, in order to facilitate their inspection of the

aforementioned energy efficient equipment and materials so installed by the Declarant within this Condominium, and to enable them to measure the resulting energy output or consumption (and the corresponding energy savings achieved);

ii) ensure, to the extent reasonably possible, that the units and common elements are utilized, maintained and repaired in a manner which will continue, maintain or perpetuate this Condominium's LEED certification or certified standard, in terms of energy efficiency (if LEED certification is, in fact, ever achieved or attained); and

iii) allow the Declarant and its consultants to monitor and use the aforementioned energy data for a period of five years following the date of registration of this Condominium, for research and for future design, development, redevelopment, renovation and/or retrofitting purposes, on the express understanding that the Declarant shall not be responsible or liable in any way for the failure to have this Condominium ultimately achieve or attain LEED certification status, nor shall the Declarant be responsible or liable for maintaining this Condominium according to the LEED certified standard after the point of its initial certification (if LEED certification is, in fact, ever achieved or attained), under any circumstances whatsoever;

aa) To enter into (and abide by the terms and provisions of) a trademark license agreement with the Declarant (hereinafter referred to as the "**Trademark License Agreement**") shortly after the registration of this declaration (if in fact the Declarant has ultimately been successful in obtaining a registered trademark for the name "SQ at Alexandra Park"), pursuant to which the Declarant shall formally grant to the Corporation the non-exclusive royalty-free right and license to use the trademark in connection with the operation, management and administration of this Condominium;

ab) To maintain and keep in good repair the Declarant's logo or hallmark of distinction (or that of any other company associated, affiliated or related to the Declarant, including without limitation, the logo or hallmark of Tridel Corporation) which has been permanently installed or affixed by the Declarant within the lobby of (or elsewhere within the common elements of) this Condominium, all as more particularly located, illustrated, identified or otherwise referred to in the condominium description plan filed concurrently herewith, and to ensure that no actions or steps are taken by the Corporation (or by anyone else) to remove, relocate, tarnish, deface, damage or alter (in any way or manner) the aforementioned logo or hallmark;

ac) To take all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses, and to maintain and enforce the Corporation's lien arising pursuant to the provisions of section 85 of the Act, against each unit in respect of which the owner has defaulted in the payment of common expenses (or has otherwise defaulted in the payment of any monies that are, by virtue of the provisions of this declaration, collectible or recoverable by the Corporation against such owner in the same manner as common expenses);

ad) To formally assume all of the outstanding and ongoing obligations of the Declarant arising under a sanitary discharge agreement entered into by the Declarant with the City of Toronto in connection with this Condominium, which expressly authorizes that the ground water emanating from or through this Condominium's building foundation (and/or its appurtenant drainage system) may be discharged directly into the City of Toronto's sanitary sewer system, and/or to enter into a sanitary discharge agreement directly with the City of Toronto (pursuant to the City of Toronto's Municipal Code Chapter 681, as amended from time to time) as soon as the Corporation has been requested to do so by the City of Toronto or the Declarant, in connection with the discharge of the ground water that emanates from or through this Condominium's building foundation (and/or its appurtenant drainage systems), and which correspondingly drains directly into the City's storm sewer system or sanitary sewer system. The foregoing duty shall also expressly include the obligation of this Condominium to:

i) pay any and all related ground water discharge fees in connection therewith [with there currently being no charge or cost to this Condominium for discharging clean filtered water (or water that meets the City of Toronto's tolerance levels or standards) into the City of Toronto's storm sewer system, and a charge imposed by the City of Toronto as of May, 2017 of approximately $2.00 per cubic metre of water so discharged into the City of Toronto's sanitary sewer, and which charges may be increased by the City of Toronto on an annual basis, at the sole discretion of the City of Toronto]; and

ii) fully indemnify and save each of the City of Toronto and the Declarant harmless, from and against all actions, suits, proceedings, claims and/or demands which may hereafter be initiated or pursued against either or both of them, by reason of any contravention of the City of Toronto's requirements applicable to foundation drainage and/or ground water discharge into the City of Toronto's storm sewer system or sanitary sewer system (as the case may be), or by reason of any damage or injury occasioned to (or in connection with) any ground water drainage and filtration system (or any portion thereof) so installed by the Declarant, if applicable, save and except for any claims or demands arising out of any negligent or wilful act or omission committed by the City of Toronto and/or the Declarant (or by anyone whose actions or omissions the City of Toronto and/or the Declarant may be vicariously liable, at law or in equity);

and all such costs and expenses so incurred from time to time in connection with said ground water discharge obligations shall comprise part of the common expenses of this Condominium; and

ae) To enter into (and to abide by the terms and provisions of) an assumption agreement with the Declarant, and with or without Rogers Communications Inc. (hereinafter referred to as "**Rogers**") as a party or signatory thereto, but nevertheless enforceable by Rogers against the Corporation (hereinafter referred to as the "**Assumption of the Bulk Internet Agreement**"), pursuant

to which the Corporation shall formally evidence and confirm its assumption of all outstanding and/or ongoing obligations and liabilities of the Declarant arising under a bulk internet service agreement entered between the Declarant and Rogers for the provision by Rogers of broadband internet services on a bulk basis to this Condominium (hereinafter referred to as the "**Bulk Internet Agreement**"), pursuant to which:

i) Rogers agreed to provide broadband internet services on a bulk basis to this Condominium (comprising up to approximately 250Mbps of download speed/capacity and up to 20 Mbps of upload speed/capacity), with corresponding unlimited usage;

ii) Rogers was granted an easement or right-of-way over, under, upon, across and through the common elements of this Condominium, for the purposes of facilitating the installation, operation, maintenance and/or repair of its broadband internet telecommunication lines, cables and appurtenant equipment, in order to enable and facilitate Rogers' supply of broadband internet services to each of the dwelling units in this Condominium on a bulk basis;

iii) Rogers shall retain ownership of all wires, cables, conduits and appurtenant equipment associated with the provision and distribution of its broadband internet services to each of the units and the common elements of this Condominium (hereinafter collectively referred to as the "**Rogers' Internet Equipment**"), and shall correspondingly be allowed access to and from (and upon, over and throughout) the common elements of this Condominium for the purposes of facilitating the promotion and marketing of Rogers' broadband internet services and products, from time to time;

iv) the initial term of the Bulk Internet Agreement is approximately 30 months, commencing upon the first occupancy of any dwelling unit in this Condominium (the "**Initial Term**"), and the annual cost or rate for such bulk internet service throughout the Initial Term shall be $20.09 per dwelling unit per month, plus H.S.T.; and

v) this Condominium shall have the unilateral right and option (exercisable no later than 30 days prior to the expiry of the Initial Term) to extend such bulk internet service for an additional 8 years thereafter (hereinafter referred to as the "**Option Period**"), at an annual cost or rate during the first year of the Option Period of $36.05 per dwelling unit per month plus H.S.T., and with annual rate increases of 3% per annum throughout the balance of the Option Period.

In turn, the Assumption of the Bulk Internet Agreement shall formally evidence and confirm:

A. this Condominium's agreement to assume and be bound by the Bulk Internet Agreement, including all outstanding and/or ongoing obligations and liabilities of the Declarant arising thereunder [and specifically the obligation to pay Rogers on a monthly basis, from and after the date of registration of this Condominium to and until the expiry of the Initial Term, the cost or rate owing to Rogers for such bulk internet service as expressly outlined or provided by the Bulk Internet Agreement, together with the benefit of the aforementioned option in favour of this Condominium to extend such bulk internet service for and throughout the Option Period at the aforementioned increased rate(s)];

B. the automatic discharge and release of the Declarant from all obligations and liabilities arising under the Bulk Internet Agreement, and this Condominium's indemnity of the Declarant from and against all costs, claims, damages and/or liabilities which the Declarant may thereafter suffer or incur as a result of (or in connection with) any claim or proceeding thereafter made or pursued by Rogers against the Declarant because of any breach or contravention of any term(s), provision(s) or obligation(s) outlined in the Bulk Internet Agreement so committed by this Condominium (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity);

C. that all amounts payable to Rogers for such bulk internet service shall comprise part of the common expenses of this Condominium, and shall correspondingly be reflected in this Condominium's annual budget(s); and

D. that Rogers shall retain ownership of the Rogers' Internet Equipment at all times, and that this Condominium shall be obliged not to obstruct, alter, remove or tamper with the Rogers' Internet Equipment without the prior written consent of Rogers thereto, and that Rogers shall be allowed access to and from (and upon, over and throughout) the common elements of this Condominium for the purposes of facilitating the maintenance and repair of Rogers' Internet Equipment, and for the promotion and marketing of Rogers' broadband internet services and products, from time to time.

PART 10 - GENERAL MATTERS

Section 45 - Rights of Entry

a) The Corporation and/or any insurer of the property (or any part thereof), and their respective agents, employees or authorized representatives, and any other person authorized by the board, shall be entitled to enter any unit (or any part of the common elements over which any owner has the exclusive use), at all reasonable times and upon giving reasonable notice, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies maintained by the Corporation, remedying any condition which might result in damage to the property, and/or carrying out any duty imposed upon the Corporation. In addition, the authorized agents or representatives of the Corporation and/or any public or private utility companies or authorities requiring access to any unit(s) for the purposes of reading, inspecting, repairing and/or replacing any utility meter(s) (or other appurtenant equipment) contained therein, shall be entitled to enter any such unit(s), or any part of the common elements in respect of which any owner has the exclusive use, for any of the foregoing purposes, at all reasonable times upon giving prior reasonable notice of such desired entry.

b) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter any unit at any time without notice, for the purpose of repairing the unit, the common elements or any part of the common elements over which any

owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property or assets of the Corporation, or of any unit owner(s) and/or any resident(s), tenant(s), invitee(s) and/or licensee(s) of any unit(s), or which may violate any public health or safety regulation. The Corporation or any one authorized by it may determine whether such an emergency exists, in their sole and unfettered discretion, acting reasonably, and such right of entry shall not impose upon the Corporation (nor upon any of the Corporation's authorized agents or representatives) any duty or liability to monitor or supervise the unit. Without limiting the generality of the foregoing, it is hereby expressly declared and stipulated that whenever an emergency situation arises or exists, or is reasonably suspected, and the Corporation desires or requires to carry out a unit owner's responsibilities in order to deal with said emergency situation (for example, closing a tap that has water overflowing) so as to prevent or limit any damage to any property and/or any injury to any person(s), because such unit owner is unable or unwilling (or unavailable) to do so, then all costs and expenses reasonably incurred by the Corporation in connection therewith shall be deemed to be common expenses payable by such unit owner, and may be recoverable as such (ie. with the same rights to lien such owner's unit, and with such lien having the same priority status over all registered encumbrances as any common expense arrears lien).

c) If any owner, resident or tenant of a unit is not personally present to grant entry into such unit, then the Corporation, or its authorized agent(s) or representative(s), may enter into said unit without rendering the Corporation [or such agent(s) or representative(s)] liable to any claim or cause of action for damages by reason thereof, provided that reasonable care has been exercised while entering and being present within said unit.

d) The rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not (and shall not) impose upon them any responsibility or liability whatsoever for the care or supervision of any unit, except as otherwise specifically provided in this declaration or in any by-law(s) of the Corporation.

e) The Corporation shall retain a master key to all locks controlling entry into each dwelling unit and locker unit. No owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her dwelling unit or locker unit (nor on any doors within said dwelling unit), nor with respect to any door(s) leading to any part of the exclusive use common element areas appurtenant to such owner's dwelling unit, without the prior written consent of the board. Where such consent has been granted by the board, said owner shall forthwith provide the Corporation with keys to all new locks (as well as keys to all additional locks) so installed, and all such new or additional locks shall be keyed to the Corporation's master key entry system.

Section 46 - Invalidity

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

Section 47 - Waiver

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

Section 48 - Notice

a) Except as otherwise provided in the Act, or as hereinbefore set forth, any notice, direction or other instrument required or desired to be given or delivered, shall be given as follows:

i) **To an owner**, by giving same to him or her (or to any director or officer of a corporate owner), either personally or by ordinary mail postage prepaid, addressed to him or her at the address for service given by such owner in writing to the Corporation [pursuant to subsections 47(1)(c)(i) and (4) of the Act] for its record, or if no such address has been given to the Corporation, then to such owner at his or her respective dwelling unit.

ii) **To a mortgagee** who has notified the Corporation of his or her name and corresponding interest in any unit (and of such mortgagee's corresponding right or entitlement to vote at a meeting of owners in the place and stead of the unit owner/mortgagor), by giving same to such mortgagee (or to any director or officer of such corporate mortgagee) either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee in writing to the Corporation [pursuant to subsections 47(1)(c)(ii) and (4) of the Act] for its record.

iii) **To the Corporation**, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.

iii) **To the Corporation,** by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.

iv) **To the Declarant,** by giving same to any director or officer of the Declarant, either personally or by bonded courier, addressed to the Declarant at its address for service from time to time [or alternatively by facsimile transmission, if the Declarant agrees in writing that the person or party desiring to give any notice to it may do so in this manner, at the telefax number so provided by the Declarant from time to time] and as at the date of registration of this declaration, the Declarant's address for service is: 4800 Dufferin Street, Suite 200, Toronto, Ontario, M3H 5S9;

b) Where any notice is mailed as aforesaid, such notice shall be deemed to have been received (and to be effective) on the second (2nd) day following the day on which same was mailed. If any notice is delivered personally, by courier, or by facsimile transmission, then such notice shall be deemed to have been received (and to be effective) on the next day following the day on which same was personally delivered, couriered or telefaxed (as the case may be), and provided further that if any notice is telefaxed, then a confirmation of such telefaxed transmission must be received by the transmitting party at the time of such telefax transmission (otherwise same shall be deemed not to have been properly or sufficiently telefaxed to the intended party or recipient).

c) In the event of a postal strike or other interruption of mail service, all notices shall be delivered personally, by bonded courier or by telefax to the intended party or parties.

Section 49 - Interpretation of the Declaration

This declaration shall be read and construed with all changes of gender and/or number as may be required by the context.

Section 50 - Headings

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

DATED at the City of Toronto, this 16th day of June, 2017.

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

ALEXANDRA PARK CONDOMINIUM RESIDENCES INC.

Per:_____
Dino Carmel - President

Per:_____
Leslie Gash - Vice President
We have authority to bind the Corporation

SCHEDULE "A"

TO THE DECLARATION OF ALEXANDRA PARK CONDOMINIUM RESIDENCES INC.

LEGAL DESCRIPTION

In the City of Toronto, Province of Ontario comprising:

All of **P.I.N. 21238-0216** (LT)
being all of Block 1 on Plan 66M-2524
(the **"Real Property"**).

SUBJECT TO a non-exclusive easement, right and license in perpetuity upon the Real Property to and in favour of Enbridge Gas Distribution Inc., for the purpose of, inter alia, maintaining, repairing, replacing and inspecting its gas lines and other equipment in order to provide natural and/or manufactured gas to the Real Property, all as more particularly set out in **Instrument No. AT4011685;**

SUBJECT TO a right, licence or right in the nature of an easement, upon, over, in, under and across the Real Property to and in favour of Rogers Communications Inc., for the purpose of, inter alia, maintaining, repairing, replacing and inspecting all cables and other equipment reasonably necessary in order to provide cable television, internet, telephony and other communication services to the Real Property, all as more particularly set out in **Instrument No. AT4027670;**

In our opinion, based solely on the parcel register or abstract index, and the plans and documents recorded therein, the legal description set out above is correct, and the easements hereinbefore described (if any) will exist in law upon the registration of the declaration and description, and the Declarant is the registered owner of the aforementioned lands, and the appurtenant easements hereinbefore described (if any).

Dated at Toronto, this 24th day of May, 2017.

DelZotto, Zorzi LLP, solicitors and duly
authorized agents for
ALEXANDRA PARK CONDOMINIUM RESIDENCES INC.

Per: _____
Mary Critelli

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SCHEDULE "B-1"

TO THE DECLARATION OF ALEXANDRA PARK CONDOMINIUM RESIDENCES INC.

CONSENT OF CHARGEE

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

1. **HSBC Bank Canada** has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* (hereinafter referred to as the "**Act**") registered as **Instrument Number AT4021718** in the Land Titles Division of the Toronto Registry Office (No. 66).

2. **HSBC Bank Canada** hereby consents to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.

3. **HSBC Bank Canada** hereby postpones the aforementioned mortgage and general assignment of rents, and the interests under same, to the declaration, and the easements described in Schedule "A" to the declaration.

4. **HSBC Bank Canada** is entitled by law to grant this consent and postponement.

DATED this 15th day of June, 2017.

HSBC BANK CANADA

Per:

Name: Derek Li
Title: Senior Account Manager
Commercial Real Estate

Per:

Name: JAMES McCAULEY
Title: Assistant Vice-President
I/We have the authority to bind the Bank

SCHEDULE "B-2"

TO THE DECLARATION OF ALEXANDRA PARK CONDOMINIUM RESIDENCES INC.

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

1. **Travelers Insurance Company of Canada** has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* (hereinafter referred to as the "Act") registered as **Instrument Number AT3991781** in the Land Titles Division of the Toronto Registry Office (No. 66).

2. **Travelers Insurance Company of Canada** hereby consents to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.

3. **Travelers Insurance Company of Canada** hereby postpones the mortgage and the interests under it to the declaration, and the easements described in Schedule "A" to the declaration.

4. **Travelers Insurance Company of Canada** is entitled by law to grant this consent and postponement.

DATED this 14th day of June, 2017.

TRAVELERS INSURANCE COMPANY OF CANADA

Per: _____
Name: Denise Fraser
Title: Manager
Per: _____
Name: Gwen Nguyen
Title: Underwriter
I/We have the authority to bind the

SCHEDULE 'C'

TO THE DECLARATION OF ALEXANDRA PARK CONDOMINIUM RESIDENCES INC.

DWELLING UNITS: (Being **Units 1 to 10** both inclusive on **Level 1, Units 1 to 24** both inclusive on **Level 2, Units 1 to 28** both inclusive on **Levels 3 and 4, Units 1 to 26** both inclusive on **Level 5, Units 1 to 20** both inclusive on **Levels 6 to 8** both inclusive, **Units 1 to 14** both inclusive on **Level 9, Units 1 to 13** both inclusive on **Levels 10 and 11, Units 1 to 9** both inclusive on **Levels 12 and 13** and **Units 1 to 7** both inclusive on **Level 14** as illustrated in Part 1 on Sheets 1, 2, 3, 4 and 5 of the description filed concurrently with the declaration.)

a) Each Dwelling Unit is bounded vertically by:

   i) the upper surface of the concrete floor slab beneath the unit; and
   ii) the lower surface of the concrete ceiling slab.

b) Each Dwelling Unit is bounded horizontally by the backside face of the drywall on perimeter walls and all walls separating the units from the corridors, stairs, gas enclosures, fire hose cabinets, electrical closets, garbage chutes, garbage disposal rooms, mechanical shafts, pipe spaces and elevators.

c) In the vicinity of windows and exterior doors, the unit boundaries shall be the unfinished interior surfaces of doors, window and doorframes and the interior surfaces of all glass panels located therein.

PARKING UNITS: (Being **Units 1 to 57** both inclusive on **Level A** and **Units 1 to 63** both inclusive on **Level B** as illustrated in Part 1 on Sheets 7 and 8 of the description filed concurrently with the declaration.)

The boundaries of each Parking Unit shall be:

a) the unfinished upper surface or unit side of the concrete floor slab beneath; and
b) a plane distance 2.0 metres above the unfinished concrete floor slab and measured perpendicularly there from; and
c) the unfinished interior surface or unit side face of concrete or masonry walls or columns; and
d) the vertical planes formed by, as illustrated on Sheets 7 and 8 in Part 1 of the description filed concurrently with the declaration, the following:
   i) the face of columns; and
   ii) the production of the face of masonry walls or columns; and
   iii) joining the centre line of concrete columns and their production; and
   iv) the centre line of column and measurements; and
   v) measurements from the concrete columns; and
   vi) the centreline of concrete columns.

LOCKER UNITS: (Being **Units 58 to 83** both inclusive on **Level A**, **Units 64 to 164** both inclusive on **Level B** and **Units 25 to 32** both inclusive on **Level 2** as illustrated in Part 1 on Sheets 2, 7 and 8 of the description filed concurrently with the declaration.)

Each Locker Unit is bounded vertically by:

i) the upper unfinished surface of concrete floor slab beneath the unit; and
ii) the lower surface or unit side face of wire mesh ceiling.

Each Locker Unit is bounded horizontally by:

i) the unit side face of wire mesh panels; and
ii) the backside face of drywall except in the vicinity of exposed concrete/concrete block or masonry walls where the boundary shall be the unit side face of said concrete/concrete block or masonry walls.

COMMUNICATION CONTROL UNIT: (Being **Unit 8** on **Level 14** as illustrated in Part 1 on Sheet 5 of the description filed concurrently with the declaration.)

The Communication Control Unit is bounded horizontally by:

i) the line and face of concrete, concrete block or masonry wall or column; and
ii) vertical planes controlled by measurements; and
iii) in the vicinity of the electrical closets on Levels 1to 13 inclusive the boundary shall be the line and backside face of drywall and/or the line and face of concrete/concrete block wall as illustrated on Sheet 6 in Part 1 of the description filed concurrently with the declaration; and
iv) in the vicinity of the conduits that traverse through the Communication Control Unit or that are located within any concrete slabs, walls and/or floors which are contiguous to the Communication Control Unit and connect to the respective boundaries of each of the dwelling units on every level of this Condominium, the boundary shall be the face of the concrete so enclosing or containing the said conduits which correspondingly connect to the respective dwelling units; and
v) boundary shall be the face of the concrete so enclosing or containing the said conduits which correspondingly connect to the respective dwelling units; and
vi) in the vicinity of the lower extent of the Unit at Level A the boundary shall be the line and face of concrete/concrete block wall and production to intersection with Condominium limit as illustrated on Sheet 6 in Part 1 of the description filed concurrently herewith.

The Communication Control Unit is bounded vertically by:

i) the lower surface of concrete ceiling slab; and
ii) the upper surface of concrete floor slab; and
iii) in the vicinity of the open roof area (lower roof at Level 14) the Communication Control Unit is bounded by a plane distant 0.10 metre above the concrete roof slab and measured perpendicularly there from; and
iv) in the vicinity of the electrical closets on Levels 1 to 13 inclusive the boundary shall be the line and face of the upper surface of the concrete floor slab and line and face of the lower surface of the concrete ceiling of said electrical closets; and

I hereby certify that the written descriptions of the monuments and boundaries of the units accurately correspond with the diagrams of the units as shown on the plans of survey of the description filed concurrently with the declaration.

Date: February 14th, 2017

Per: P. Hofmann
Phillip Hofmann, O.L.S.
J. D. Barnes Limited

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 Units, regardless of whether same are located within or beyond the boundaries established for such Units.

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SQ at Alexandra Park

SCHEDULE D TO THE DECLARATION

UNIT TYPE	UNIT NO	LEVEL	PROPORTION OF COMMON EXPENSE FOR THE BULK INTERNET SERVICE EXPENSE ONLY (expressed as percentages to each unit)				PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES FOR ALL OTHER EXPENSES (expressed as percentages to each unit)			
DWELLING UNIT	1	1	0.4149377	X	1 =	0.4149377	0.3493284	X	1 =	0.3493284
DWELLING UNIT	2	1	0.4149377	X	1 =	0.4149377	0.4296903	X	1 =	0.4296903
DWELLING UNIT	3	1	0.4149377	X	1 =	0.4149377	0.5073188	X	1 =	0.5073188
DWELLING UNIT	4	1	0.4149377	X	1 =	0.4149377	0.4417172	X	1 =	0.4417172
DWELLING UNIT	5	1	0.4149377	X	1 =	0.4149377	0.3668221	X	1 =	0.3668221
DWELLING UNIT	6	1	0.4149377	X	1 =	0.4149377	0.3717422	X	1 =	0.3717422
DWELLING UNIT	7	1	0.4149377	X	1 =	0.4149377	0.2640463	X	1 =	0.2640463
DWELLING UNIT	8	1	0.4149377	X	1 =	0.4149377	0.3504217	X	1 =	0.3504217
DWELLING UNIT	9	1	0.4149377	X	1 =	0.4149377	0.3318346	X	1 =	0.3318346
DWELLING UNIT	10	1	0.4149377	X	1 =	0.4149377	0.3318346	X	1 =	0.3318346
DWELLING UNIT	1	2	0.4149377	X	1 =	0.4149377	0.4854516	X	1 =	0.4854516
DWELLING UNIT	2	2	0.4149377	X	1 =	0.4149377	0.3826758	X	1 =	0.3826758
DWELLING UNIT	3	2	0.4149377	X	1 =	0.4149377	0.4127432	X	1 =	0.4127432
DWELLING UNIT	4	2	0.4149377	X	1 =	0.4149377	0.3045006	X	1 =	0.3045006
DWELLING UNIT	5	2	0.4149377	X	1 =	0.4149377	0.3334746	X	1 =	0.3334746
DWELLING UNIT	6	2	0.4149377	X	1 =	0.4149377	0.3181676	X	1 =	0.3181676
DWELLING UNIT	7	2	0.4149377	X	1 =	0.4149377	0.3487817	X	1 =	0.3487817
DWELLING UNIT	8	2	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	9	2	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	10	2	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	11	2	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	12	2	0.4149377	X	1 =	0.4149377	0.3520618	X	1 =	0.3520618
DWELLING UNIT	13	2	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	14	2	0.4149377	X	1 =	0.4149377	0.2941137	X	1 =	0.2941137
DWELLING UNIT	15	2	0.4149377	X	1 =	0.4149377	0.3416748	X	1 =	0.3416748
DWELLING UNIT	16	2	0.4149377	X	1 =	0.4149377	0.4203967	X	1 =	0.4203967
DWELLING UNIT	17	2	0.4149377	X	1 =	0.4149377	0.3280079	X	1 =	0.3280079
DWELLING UNIT	18	2	0.4149377	X	1 =	0.4149377	0.3673688	X	1 =	0.3673688
DWELLING UNIT	19	2	0.4149377	X	1 =	0.4149377	0.3558885	X	1 =	0.3558885
DWELLING UNIT	20	2	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	21	2	0.4149377	X	1 =	0.4149377	0.3411282	X	1 =	0.3411282
DWELLING UNIT	22	2	0.4149377	X	1 =	0.4149377	0.3323813	X	1 =	0.3323813
DWELLING UNIT	23	2	0.4149377	X	1 =	0.4149377	0.3411282	X	1 =	0.3411282
DWELLING UNIT	24	2	0.4149377	X	1 =	0.4149377	0.3826758	X	1 =	0.3826758
LOCKER UNIT	25-32 incl.	2	0.0000001	X	8 =	0.0000008	0.0205779	X	8 =	0.1646232
DWELLING UNIT	1	3	0.4149377	X	1 =	0.4149377	0.3170743	X	1 =	0.3170743
DWELLING UNIT	2	3	0.4149377	X	1 =	0.4149377	0.3613553	X	1 =	0.3613553
DWELLING UNIT	3	3	0.4149377	X	1 =	0.4149377	0.3411282	X	1 =	0.3411282
DWELLING UNIT	4	3	0.4149377	X	1 =	0.4149377	0.3389414	X	1 =	0.3389414
DWELLING UNIT	5	3	0.4149377	X	1 =	0.4149377	0.4482774	X	1 =	0.4482774
DWELLING UNIT	6	3	0.4149377	X	1 =	0.4149377	0.2848202	X	1 =	0.2848202
DWELLING UNIT	7	3	0.4149377	X	1 =	0.4149377	0.2848202	X	1 =	0.2848202
DWELLING UNIT	8	3	0.4149377	X	1 =	0.4149377	0.4510108	X	1 =	0.4510108
DWELLING UNIT	9	3	0.4149377	X	1 =	0.4149377	0.3017672	X	1 =	0.3017672
DWELLING UNIT	10	3	0.4149377	X	1 =	0.4149377	0.3487817	X	1 =	0.3487817
DWELLING UNIT	11	3	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	12	3	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	13	3	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	14	3	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	15	3	0.4149377	X	1 =	0.4149377	0.3520618	X	1 =	0.3520618
DWELLING UNIT	16	3	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	17	3	0.4149377	X	1 =	0.4149377	0.2941137	X	1 =	0.2941137
DWELLING UNIT	18	3	0.4149377	X	1 =	0.4149377	0.3416748	X	1 =	0.3416748
DWELLING UNIT	19	3	0.4149377	X	1 =	0.4149377	0.4203967	X	1 =	0.4203967
DWELLING UNIT	20	3	0.4149377	X	1 =	0.4149377	0.3280079	X	1 =	0.3280079
DWELLING UNIT	21	3	0.4149377	X	1 =	0.4149377	0.3673688	X	1 =	0.3673688

SQ at Alexandra Park

SCHEDULE D TO THE DECLARATION

UNIT TYPE	UNIT NO	LEVEL	PROPORTION OF COMMON EXPENSE FOR THE BULK INTERNET SERVICE EXPENSE ONLY (expressed as percentages to each unit)				PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES FOR ALL OTHER EXPENSES (expressed as percentages to each unit)			
DWELLING UNIT	22	3	0.4149377	X	1 =	0.4149377	0.3558885	X	1 =	0.3558885
DWELLING UNIT	23	3	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	24	3	0.4149377	X	1 =	0.4149377	0.3411282	X	1 =	0.3411282
DWELLING UNIT	25	3	0.4149377	X	1 =	0.4149377	0.3323813	X	1 =	0.3323813
DWELLING UNIT	26	3	0.4149377	X	1 =	0.4149377	0.3411282	X	1 =	0.3411282
DWELLING UNIT	27	3	0.4149377	X	1 =	0.4149377	0.4143833	X	1 =	0.4143833
DWELLING UNIT	28	3	0.4149377	X	1 =	0.4149377	0.3520618	X	1 =	0.3520618
DWELLING UNIT	1	4	0.4149377	X	1 =	0.4149377	0.3148875	X	1 =	0.3148875
DWELLING UNIT	2	4	0.4149377	X	1 =	0.4149377	0.3613553	X	1 =	0.3613553
DWELLING UNIT	3	4	0.4149377	X	1 =	0.4149377	0.3411282	X	1 =	0.3411282
DWELLING UNIT	4	4	0.4149377	X	1 =	0.4149377	0.3389414	X	1 =	0.3389414
DWELLING UNIT	5	4	0.4149377	X	1 =	0.4149377	0.4482774	X	1 =	0.4482774
DWELLING UNIT	6	4	0.4149377	X	1 =	0.4149377	0.2848202	X	1 =	0.2848202
DWELLING UNIT	7	4	0.4149377	X	1 =	0.4149377	0.2848202	X	1 =	0.2848202
DWELLING UNIT	8	4	0.4149377	X	1 =	0.4149377	0.4510108	X	1 =	0.4510108
DWELLING UNIT	9	4	0.4149377	X	1 =	0.4149377	0.3017672	X	1 =	0.3017672
DWELLING UNIT	10	4	0.4149377	X	1 =	0.4149377	0.3487817	X	1 =	0.3487817
DWELLING UNIT	11	4	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	12	4	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	13	4	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	14	4	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	15	4	0.4149377	X	1 =	0.4149377	0.3520618	X	1 =	0.3520618
DWELLING UNIT	16	4	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	17	4	0.4149377	X	1 =	0.4149377	0.2941137	X	1 =	0.2941137
DWELLING UNIT	18	4	0.4149377	X	1 =	0.4149377	0.3416748	X	1 =	0.3416748
DWELLING UNIT	19	4	0.4149377	X	1 =	0.4149377	0.4203967	X	1 =	0.4203967
DWELLING UNIT	20	4	0.4149377	X	1 =	0.4149377	0.3280079	X	1 =	0.3280079
DWELLING UNIT	21	4	0.4149377	X	1 =	0.4149377	0.3673688	X	1 =	0.3673688
DWELLING UNIT	22	4	0.4149377	X	1 =	0.4149377	0.3558885	X	1 =	0.3558885
DWELLING UNIT	23	4	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	24	4	0.4149377	X	1 =	0.4149377	0.3411282	X	1 =	0.3411282
DWELLING UNIT	25	4	0.4149377	X	1 =	0.4149377	0.3323813	X	1 =	0.3323813
DWELLING UNIT	26	4	0.4149377	X	1 =	0.4149377	0.3411282	X	1 =	0.3411282
DWELLING UNIT	27	4	0.4149377	X	1 =	0.4149377	0.4143833	X	1 =	0.4143833
DWELLING UNIT	28	4	0.4149377	X	1 =	0.4149377	0.3520618	X	1 =	0.3520618
DWELLING UNIT	1	5	0.4149377	X	1 =	0.4149377	0.3148875	X	1 =	0.3148875
DWELLING UNIT	2	5	0.4149377	X	1 =	0.4149377	0.3613553	X	1 =	0.3613553
DWELLING UNIT	3	5	0.4149377	X	1 =	0.4149377	0.3411282	X	1 =	0.3411282
DWELLING UNIT	4	5	0.4149377	X	1 =	0.4149377	0.3389414	X	1 =	0.3389414
DWELLING UNIT	5	5	0.4149377	X	1 =	0.4149377	0.4482774	X	1 =	0.4482774
DWELLING UNIT	6	5	0.4149377	X	1 =	0.4149377	0.2848202	X	1 =	0.2848202
DWELLING UNIT	7	5	0.4149377	X	1 =	0.4149377	0.2848202	X	1 =	0.2848202
DWELLING UNIT	8	5	0.4149377	X	1 =	0.4149377	0.4510108	X	1 =	0.4510108
DWELLING UNIT	9	5	0.4149377	X	1 =	0.4149377	0.3017672	X	1 =	0.3017672
DWELLING UNIT	10	5	0.4149377	X	1 =	0.4149377	0.3487817	X	1 =	0.3487817
DWELLING UNIT	11	5	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	12	5	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	13	5	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	14	5	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	15	5	0.4149377	X	1 =	0.4149377	0.3520618	X	1 =	0.3520618
DWELLING UNIT	16	5	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	17	5	0.4149377	X	1 =	0.4149377	0.2941137	X	1 =	0.2941137
DWELLING UNIT	18	5	0.4149377	X	1 =	0.4149377	0.4931051	X	1 =	0.4931051
DWELLING UNIT	19	5	0.4149377	X	1 =	0.4149377	0.4838116	X	1 =	0.4838116
DWELLING UNIT	20	5	0.4149377	X	1 =	0.4149377	0.3558885	X	1 =	0.3558885
DWELLING UNIT	21	5	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	22	5	0.4149377	X	1 =	0.4149377	0.3411282	X	1 =	0.3411282

SQ at Alexandra Park

SCHEDULE D TO THE DECLARATION

UNIT TYPE	UNIT NO	LEVEL	PROPORTION OF COMMON EXPENSE FOR THE BULK INTERNET SERVICE EXPENSE ONLY (expressed as percentages to each unit)				PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES FOR ALL OTHER EXPENSES (expressed as percentages to each unit)			
DWELLING UNIT	23	5	0.4149377	X	1 =	0.4149377	0.3323813	X	1 =	0.3323813
DWELLING UNIT	24	5	0.4149377	X	1 =	0.4149377	0.3411282	X	1 =	0.3411282
DWELLING UNIT	25	5	0.4149377	X	1 =	0.4149377	0.4143833	X	1 =	0.4143833
DWELLING UNIT	26	5	0.4149377	X	1 =	0.4149377	0.3170743	X	1 =	0.3170743
DWELLING UNIT	1	6	0.4149377	X	1 =	0.4149377	0.3170743	X	1 =	0.3170743
DWELLING UNIT	2	6	0.4149377	X	1 =	0.4149377	0.3761157	X	1 =	0.3761157
DWELLING UNIT	3	6	0.4149377	X	1 =	0.4149377	0.7276308	X	1 =	0.7276308
DWELLING UNIT	4	6	0.4149377	X	1 =	0.4149377	0.7276308	X	1 =	0.7276308
DWELLING UNIT	5	6	0.4149377	X	1 =	0.4149377	0.3788491	X	1 =	0.3788491
DWELLING UNIT	6	6	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	7	6	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	8	6	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	9	6	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	10	6	0.4149377	X	1 =	0.4149377	0.3520618	X	1 =	0.3520618
DWELLING UNIT	11	6	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	12	6	0.4149377	X	1 =	0.4149377	0.2941137	X	1 =	0.2941137
DWELLING UNIT	13	6	0.4149377	X	1 =	0.4149377	0.4105565	X	1 =	0.4105565
DWELLING UNIT	14	6	0.4149377	X	1 =	0.4149377	0.3821291	X	1 =	0.3821291
DWELLING UNIT	15	6	0.4149377	X	1 =	0.4149377	0.3558885	X	1 =	0.3558885
DWELLING UNIT	16	6	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	17	6	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	18	6	0.4149377	X	1 =	0.4149377	0.4346104	X	1 =	0.4346104
DWELLING UNIT	19	6	0.4149377	X	1 =	0.4149377	0.4143833	X	1 =	0.4143833
DWELLING UNIT	20	6	0.4149377	X	1 =	0.4149377	0.3520618	X	1 =	0.3520618
DWELLING UNIT	1	7-8 incl.	0.4149377	X	2 =	0.8298754	0.3148875	X	2 =	0.6297750
DWELLING UNIT	2	7-8 incl.	0.4149377	X	2 =	0.8298754	0.3761157	X	2 =	0.7522314
DWELLING UNIT	3	7-8 incl.	0.4149377	X	2 =	0.8298754	0.5636268	X	2 =	1.1272536
DWELLING UNIT	4	7-8 incl.	0.4149377	X	2 =	0.8298754	0.5636268	X	2 =	1.1272536
DWELLING UNIT	5	7-8 incl.	0.4149377	X	2 =	0.8298754	0.3788491	X	2 =	0.7576982
DWELLING UNIT	6	7-8 incl.	0.4149377	X	2 =	0.8298754	0.3575286	X	2 =	0.7150572
DWELLING UNIT	7	7-8 incl.	0.4149377	X	2 =	0.8298754	0.3575286	X	2 =	0.7150572
DWELLING UNIT	8	7-8 incl.	0.4149377	X	2 =	0.8298754	0.3575286	X	2 =	0.7150572
DWELLING UNIT	9	7-8 incl.	0.4149377	X	2 =	0.8298754	0.3575286	X	2 =	0.7150572
DWELLING UNIT	10	7-8 incl.	0.4149377	X	2 =	0.8298754	0.3520618	X	2 =	0.7041236
DWELLING UNIT	11	7-8 incl.	0.4149377	X	2 =	0.8298754	0.3575286	X	2 =	0.7150572
DWELLING UNIT	12	7-8 incl.	0.4149377	X	2 =	0.8298754	0.2941137	X	2 =	0.5882274
DWELLING UNIT	13	7-8 incl.	0.4149377	X	2 =	0.8298754	0.4105565	X	2 =	0.8211130
DWELLING UNIT	14	7-8 incl.	0.4149377	X	2 =	0.8298754	0.3788491	X	2 =	0.7576982
DWELLING UNIT	15	7-8 incl.	0.4149377	X	2 =	0.8298754	0.3558885	X	2 =	0.7117770
DWELLING UNIT	16	7-8 incl.	0.4149377	X	2 =	0.8298754	0.3575286	X	2 =	0.7150572
DWELLING UNIT	17	7-8 incl.	0.4149377	X	2 =	0.8298754	0.3575286	X	2 =	0.7150572
DWELLING UNIT	18	7-8 incl.	0.4149377	X	2 =	0.8298754	0.4346104	X	2 =	0.8692208
DWELLING UNIT	19	7-8 incl.	0.4149377	X	2 =	0.8298754	0.4143833	X	2 =	0.8287666
DWELLING UNIT	20	7-8 incl.	0.4149377	X	2 =	0.8298754	0.3520618	X	2 =	0.7041236
DWELLING UNIT	1	9	0.4149377	X	1 =	0.4149377	0.3170743	X	1 =	0.3170743
DWELLING UNIT	2	9	0.4149377	X	1 =	0.4149377	0.3761157	X	1 =	0.3761157
DWELLING UNIT	3	9	0.4149377	X	1 =	0.4149377	0.5636268	X	1 =	0.5636268
DWELLING UNIT	4	9	0.4149377	X	1 =	0.4149377	0.5636268	X	1 =	0.5636268
DWELLING UNIT	5	9	0.4149377	X	1 =	0.4149377	0.3788491	X	1 =	0.3788491
DWELLING UNIT	6	9	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	7	9	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	8	9	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	9	9	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	10	9	0.4149377	X	1 =	0.4149377	0.5023987	X	1 =	0.5023987
DWELLING UNIT	11	9	0.4149377	X	1 =	0.4149377	0.5023987	X	1 =	0.5023987
DWELLING UNIT	12	9	0.4149377	X	1 =	0.4149377	0.4428106	X	1 =	0.4428106

SQ at Alexandra Park

SCHEDULE D TO THE DECLARATION

UNIT TYPE	UNIT NO	LEVEL	PROPORTION OF COMMON EXPENSE FOR THE BULK INTERNET SERVICE EXPENSE ONLY (expressed as percentages to each unit)				PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES FOR ALL OTHER EXPENSES (expressed as percentages to each unit)			
DWELLING UNIT	13	9	0.4149377	X	1 =	0.4149377	0.3832225	X	1 =	0.3832225
DWELLING UNIT	14	9	0.4149377	X	1 =	0.4149377	0.3170743	X	1 =	0.3170743
DWELLING UNIT	1	10	0.4149377	X	1 =	0.4149377	0.3170743	X	1 =	0.3170743
DWELLING UNIT	2	10	0.4149377	X	1 =	0.4149377	0.6751495	X	1 =	0.6751495
DWELLING UNIT	3	10	0.4149377	X	1 =	0.4149377	0.6751495	X	1 =	0.6751495
DWELLING UNIT	4	10	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	5	10	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	6	10	0.4149377	X	1 =	0.4149377	0.2853668	X	1 =	0.2853668
DWELLING UNIT	7	10	0.4149377	X	1 =	0.4149377	0.2634996	X	1 =	0.2634996
DWELLING UNIT	8	10	0.4149377	X	1 =	0.4149377	0.4362504	X	1 =	0.4362504
DWELLING UNIT	9	10	0.4149377	X	1 =	0.4149377	0.3137942	X	1 =	0.3137942
DWELLING UNIT	10	10	0.4149377	X	1 =	0.4149377	0.4362504	X	1 =	0.4362504
DWELLING UNIT	11	10	0.4149377	X	1 =	0.4149377	0.3323813	X	1 =	0.3323813
DWELLING UNIT	12	10	0.4149377	X	1 =	0.4149377	0.3591686	X	1 =	0.3591686
DWELLING UNIT	13	10	0.4149377	X	1 =	0.4149377	0.3170743	X	1 =	0.3170743
DWELLING UNIT	1	11	0.4149377	X	1 =	0.4149377	0.3170743	X	1 =	0.3170743
DWELLING UNIT	2	11	0.4149377	X	1 =	0.4149377	0.5056788	X	1 =	0.5056788
DWELLING UNIT	3	11	0.4149377	X	1 =	0.4149377	0.5056788	X	1 =	0.5056788
DWELLING UNIT	4	11	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	5	11	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	6	11	0.4149377	X	1 =	0.4149377	0.2853668	X	1 =	0.2853668
DWELLING UNIT	7	11	0.4149377	X	1 =	0.4149377	0.2634996	X	1 =	0.2634996
DWELLING UNIT	8	11	0.4149377	X	1 =	0.4149377	0.4362504	X	1 =	0.4362504
DWELLING UNIT	9	11	0.4149377	X	1 =	0.4149377	0.3137942	X	1 =	0.3137942
DWELLING UNIT	10	11	0.4149377	X	1 =	0.4149377	0.4362504	X	1 =	0.4362504
DWELLING UNIT	11	11	0.4149377	X	1 =	0.4149377	0.3323813	X	1 =	0.3323813
DWELLING UNIT	12	11	0.4149377	X	1 =	0.4149377	0.3591686	X	1 =	0.3591686
DWELLING UNIT	13	11	0.4149377	X	1 =	0.4149377	0.3170743	X	1 =	0.3170743
DWELLING UNIT	1	12	0.4149377	X	1 =	0.4149377	0.3170743	X	1 =	0.3170743
DWELLING UNIT	2	12	0.4149377	X	1 =	0.4149377	0.5095055	X	1 =	0.5095055
DWELLING UNIT	3	12	0.4149377	X	1 =	0.4149377	0.5056788	X	1 =	0.5056788
DWELLING UNIT	4	12	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	5	12	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	6	12	0.4149377	X	1 =	0.4149377	0.5248126	X	1 =	0.5248126
DWELLING UNIT	7	12	0.4149377	X	1 =	0.4149377	0.5767471	X	1 =	0.5767471
DWELLING UNIT	8	12	0.4149377	X	1 =	0.4149377	0.4471840	X	1 =	0.4471840
DWELLING UNIT	9	12	0.4149377	X	1 =	0.4149377	0.3170743	X	1 =	0.3170743
DWELLING UNIT	1	13	0.4149377	X	1 =	0.4149377	0.3170743	X	1 =	0.3170743
DWELLING UNIT	2	13	0.4149377	X	1 =	0.4149377	0.5095055	X	1 =	0.5095055
DWELLING UNIT	3	13	0.4149377	X	1 =	0.4149377	0.5056788	X	1 =	0.5056788
DWELLING UNIT	4	13	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	5	13	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	6	13	0.4149377	X	1 =	0.4149377	0.4521042	X	1 =	0.4521042
DWELLING UNIT	7	13	0.4149377	X	1 =	0.4149377	0.4296903	X	1 =	0.4296903
DWELLING UNIT	8	13	0.4149377	X	1 =	0.4149377	0.4471840	X	1 =	0.4471840
DWELLING UNIT	9	13	0.4149377	X	1 =	0.4149377	0.3170743	X	1 =	0.3170743
DWELLING UNIT	1	14	0.4149377	X	1 =	0.4149377	0.5756538	X	1 =	0.5756538
DWELLING UNIT	2	14	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	3	14	0.4149377	X	1 =	0.4149377	0.3575286	X	1 =	0.3575286
DWELLING UNIT	4	14	0.4149377	X	1 =	0.4149377	0.4521042	X	1 =	0.4521042
DWELLING UNIT	5	14	0.4149377	X	1 =	0.4149377	0.4296903	X	1 =	0.4296903
DWELLING UNIT	6	14	0.4149377	X	1 =	0.4149377	0.4471840	X	1 =	0.4471840
DWELLING UNIT	7	14	0.4149264	X	1 =	0.4149264	0.3170743	X	1 =	0.3170743
COMMUNICATION CONTROL UNIT	8	14	0.0000001	X	1 =	0.0000001	0.0001843	X	1 =	0.0001843

SQ at Alexandra Park

SCHEDULE D TO THE DECLARATION

UNIT TYPE	UNIT NO	LEVEL	PROPORTION OF COMMON EXPENSE FOR THE BULK INTERNET SERVICE EXPENSE ONLY (expressed as percentages to each unit)					PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES FOR ALL OTHER EXPENSES (expressed as percentages to each unit)				
PARKING UNIT	1-57 incl.	A	0.0000001	X	57	=	0.0000057	0.0514448	X	57	=	2.9323536
LOCKER UNIT	58-83 incl.	A	0.0000001	X	26	=	0.0000026	0.0205779	X	26	=	0.5350254
PARKING UNIT	1-27 incl.	B	0.0000001	X	27	=	0.0000027	0.0514448	X	27	=	1.3890096
PARKING UNIT	28-31 incl.	B	0.0000001	X	4	=	0.0000004	0.0514448	X	4	=	0.2057792
PARKING UNIT	32-43 incl.	B	0.0000001	X	12	=	0.0000012	0.0514448	X	12	=	0.6173376
PARKING UNIT	44	B	0.0000001	X	1	=	0.0000001	0.0514448	X	1	=	0.0514448
PARKING UNIT	45-63 incl.	B	0.0000001	X	19	=	0.0000019	0.0514448	X	19	=	0.9774512
LOCKER UNIT	64-164 incl.	B	0.0000001	X	101	=	0.0000101	0.0205779	X	101	=	2.0783679
							100%					100 %

Alexandra Park Condominium Residences Inc., hereby confirms the percentages and calculations herein.

Alexandra Park Condominium Residences Inc.

Per:

Authorized Signing Officer

I have the authority to bind the Corporation

Ver.30

SCHEDULE "E"

TO THE DECLARATION OF ALEXANDRA PARK CONDOMINIUM RESIDENCES INC.

COMMON EXPENSES

1. All expenses of the Corporation incurred by it in the performance of its objects and duties, whether such objects and duties are imposed under the provisions of the Act, the declaration, the by-laws or rules of the Corporation.

2. All sums of money payable by the Corporation for the procurement and maintenance of any insurance coverage required or permitted by the Act or the declaration, as well as the cost of obtaining, from time to time, an appraisal from an independent qualified appraiser of the full replacement cost of the units, common elements and assets of the Corporation, for the purposes of determining the amount of insurance to be obtained.

3. All sums of money paid or payable for utilities and services serving the units and the common elements, including without limitation, monies payable on account of:

   a) water on a bulk basis (for each of the dwelling units and designated portions of the common elements), on the express understanding that the Corporation shall ultimately be reimbursed by (through payments made directly to the Utility Monitor by) each of the dwelling unit owners, for the cost of the hot water consumption attributable to each of their respective dwelling units (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the check or consumption meter for hot water appurtenant to each of the dwelling units (and comprising part of each dwelling unit owner's P.S.U.C. amount), with the cost of cold water supplied to (and consumed by) each of the dwelling units (and any exclusive use common element areas appurtenant thereto) comprising part of the common expenses;

   b) electricity on a bulk basis (for each of the dwelling units and designated portions of the common elements), on the express understanding that the Corporation shall ultimately be reimbursed by (through payments made directly to the Utility Monitor by) each of the dwelling unit owners, for the cost of the electricity consumption attributable to each of their respective dwelling units (and any exclusive use common element areas appurtenant thereto), and by the owners of each of the Electrical Parking Spaces, pursuant to the periodic reading of the check or consumption meter for electricity appurtenant to each of the dwelling units and Electrical Parking Spaces (and comprising part of each dwelling unit owner's P.S.U.C. amount);

   c) natural gas on a bulk basis (for the designated portions of the common elements);

   d) the cost of sorting, storing, recycling and/or disposing of the garbage emanating from the dwelling units and common element areas of this Condominium, in the event that municipal garbage pickup service is no longer available for the residential component of this Condominium, including the cost of all required garbage containers or bins transportable on rollers, and the cost of retaining one or more private garbage pick-up firms to provide all required garbage collection and removal services for such residential garbage and refuse,;

   e) maintenance and landscaping materials, tools and supplies;

   f) interior roadway/walkway lighting, cleaning and snow removal (including the cost of snow and ice removal from the public sidewalk areas along any portion of the perimeter of this Condominium), as well as general grounds maintenance and landscaping services with respect to the non-exclusive use common element areas;

   g) the cost of maintaining, repairing and/or replacing (as and when required) the thermal check meter and the hot water and electricity check meters appurtenant to each of the dwelling units, as well as the check or consumption meters for natural gas appurtenant to the dwelling units having exclusive use common elements patios and/or terraces, as well as electricity check meters for the Electrical Parking Spaces; and

   h) the cost of attaining bulk internet service from Rogers Communications Inc., or from any successor provider of bulk internet service to the respective residents of this Condominium.

In addition, each of the dwelling units shall be separately sub-metered and invoiced on a periodic basis by the Utility Monitor [as agent for (or contractor with) the Corporation] for the cost of hot water and electricity services consumed, and for the cost of heating and cooling each unit owner's dwelling unit (predicated on the reading of the thermal check meter and the hot water and electricity check meters appurtenant to each dwelling unit, as provided for in the declaration), and for costs of electricity for the Electrical Parking Spaces, and such costs shall be payable by each dwelling unit owner in accordance with the provisions of the declaration. In addition, each of the dwelling unit owners shall be separately invoiced for cable television, telephone and any other telecommunication services, and accordingly the cost of heating and cooling the dwelling unit, as well as the cost of water, electricity, thermal energy, cable television, telephone and any other telecommunication services (so consumed or utilized by each of the dwelling unit owners) shall <u>not</u> constitute or be construed as a common expense, but rather shall be borne and paid for by each dwelling unit owner.

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

4. All sums of money required by the Corporation for the acquisition or retention of real property, for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the

common elements;

5. All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance of its objects and duties;

6. All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, or by its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation;

7. All sums of money assessed by the Corporation (and correspondingly paid by every unit owner as part of their respective contributions towards the common expenses) for this Condominium's reserve fund, for the major repair and replacement of the common elements and assets of this Condominium;

8. All sums of money paid or payable by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation;

9. All sums of money paid or payable on account of realty taxes (including local improvement charges) levied against the property (until such time as such taxes are levied against the individual units), and against those parts of the common elements that are leased for business purposes upon which the lessee carries on an undertaking for gain;

10. All sums of money paid or payable on account of the fees and disbursements of the Insurance Trustee, if so retained by the Corporation;

11. All sums of money paid or payable by the Corporation to conduct a performance audit of the common elements pursuant to the provisions of section 44 of the Act, to obtain a reserve fund study pursuant to section 94(4) of the Act [together with all comprehensive studies, and updated studies (including those based on a site inspection or otherwise) at the times and in the manner required to fully comply with the provisions of the Act], to obtain audited financial statements of the Corporation (both for or in respect of the turnover meeting and each annual general meeting thereafter), and to conduct or procure all other studies, audits, inventories or reports as may be required by the Act from time to time;

12. All sums of money paid or payable by the Corporation in order to comply with the duties set forth in section 44 of the declaration, including, without limitation:

    a) all expenses incurred by the Corporation in complying with the terms and provisions of the Outstanding Municipal Agreement [as defined in the declaration];

    b) all monies payable by the Corporation to the Utility Monitor in accordance with the terms and provisions of the Utility Monitoring Agreement entered into between the Corporation and the Utility Monitor; and

    c) all costs and expenses incurred to maintain, repair, insure and illuminate the Recreation Centre (and all amenities, facilities and equipment situate therein or operated therefrom);

13. All costs and expenses (including legal fees on a substantial-indemnity scale, together with all applicable disbursements) incurred by the Corporation in the course of enforcing any of the provisions of the declaration, by-laws and/or rules of the Corporation from time to time (including the provisions of all agreements binding on the Corporation or expressly authorized or ratified by any of the by-laws of the Corporation), and effecting compliance therewith by all unit owners and their respective residents, tenants, invitees and/or licensees [save and except for those costs and expenses collected or recoverable by the Corporation against any unit owner(s) in the event of any breach of the provisions of the declaration, by-laws and/or rules, pursuant to the general indemnity provisions of section 42 of the declaration, or any other applicable provisions of the declaration entitling the Corporation to seek reimbursement of costs or indemnification from any owner(s)].

14. All sums payable by the Corporation pursuant to the (assumed) sanitary discharge agreement with the City of Toronto.

SCHEDULE 'F'

TO THE DECLARATION OF ALEXANDRA PARK CONDOMINIUM RESIDENCES INC.

The owners of **Dwelling Units** (*as defined in Schedule 'C' of the declaration*) from which there is a direct and exclusive access to those parts of the common elements designated as balcony, as illustrated in Part 1 Sheets 2, 3, 4 and 5 of the description filed concurrently with the declaration, shall have the exclusive use and enjoyment of such balconies and terraces.

The owners of **Dwelling Units on Levels 2, 5, 6, 7, 10, 11, 12 and 13** (*as defined in Schedule 'C' of the declaration*) from which there is a direct and exclusive access to those parts of the common elements designated as Terrace, as illustrated in Part 1 Sheets 2, 3, 4 and 5 of the description filed concurrently with the declaration, shall have the exclusive use and enjoyment of such terraces.

The owners of **Dwelling Units 10 and 11 on Level 9** from which there is access to those parts of the common elements designated as Terrace, as illustrated in Part 2 Sheet 1of the description filed concurrently with the declaration, shall have the exclusive use and enjoyment of such terraces designated as follows:

Unit 10 on	Level 9	X-1
Unit 11 on	Level 9	X-2

The owners of **Dwelling Units 1 to 10 on Level 1** from which there is access to those parts of the common elements designated as Patio, as illustrated in Part 2 Sheet 1of the description filed concurrently with the declaration, shall have the exclusive use and enjoyment of such patios designated as follows:

Unit 1 on	Level 1	X-1
Unit 2 on	Level 1	X-2
Unit 3 on	Level 1	X-3
Unit 4 on	Level 1	X-4
Unit 5 on	Level 1	X-5
Unit 6 on	Level 1	X-6
Unit 7 on	Level 1	X-7
Unit 8 on	Level 1	X-8
Unit 9 on	Level 1	X-9
Unit 10 on	Level 1	X-10

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

The exclusive use of the above mentioned portions of the common elements shall be subject to the provisions of the declaration, the by-laws of the corporation and the rules passed pursuant thereto, and subject to the right of entry in favour of the corporation to those areas of the exclusive use portions of the common elements, which may be necessary to permit repairs or maintenance of the common elements or units, or to give access to the utility and services areas adjacent thereto.

FORM 2
CERTIFICATE OF ARCHITECT OR ENGINEER

(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASDHOLD CONDOMINIUM CORPORATION)
(UNDER CLAUSE 8(1) (E) OR (H) OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

I certify that ALEXANDRA PARK CONDOMINIUM RESIDENCES INC. municipally known as 38 CAMERON STREET in the City of Toronto Ontario

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

(Check whichever boxes are applicable)

1. ☑ The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.

2. ☑ Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.

3. ☑ Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.

4. ☑ All underground garages have walls and floor assemblies in place.

OR

☐ There are no underground garages.

5. ☑ All elevating devices as defined in the *Elevating Devices Act* are licensed under the Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

☐ There are no elevating devices as defined in the *Elevating Devices Act,* except for elevating devices contained wholly in a unit and designed for use only within the unit.

~~6. All installations with respect to the provision of water and sewage services are in place.~~

~~7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.~~

~~8. All installations with respect to the provision of air conditioning are in place.~~

~~OR~~

~~There are no installations with respect to the provision of air conditioning.~~

~~9. x 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 15 day of June, 2017

TEEPLE ARCHITECTS

.....
(signature)

ONTARIO ASSOCIATION OF ARCHITECTS

Martin Baron
(print name)

MARTIN INGLIS BARON
LICENCE
5714

FORM 2
CERTIFICATE OF ARCHITECT OR ENGINEER

(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASDHOLD CONDOMINIUM CORPORATION)
(UNDER CLAUSE 8(1) (E) OR (H) OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

I certify that SQ AT ALEXANDRA PARK INC. municipally known as 38 Camron Street in the City of Toronto Ontario

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

(Check whichever boxes are applicable)

1. ☐ The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.

2. ☐ Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.

3. ☐ Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.

4. ☐ All underground garages have walls and floor assemblies in place.

OR

☐ There are no underground garages.

5. ☐ All elevating devices as defined in the *Elevating Devices Act* are licensed under the Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

☐ There are no elevating devices as defined in the *Elevating Devices Act,* except for elevating devices contained wholly in a unit and designed for use only within the unit.

6. ☑ All installations with respect to the provision of water and sewage services are in place.

7. ☑ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.

8. ☑ All installations with respect to the provision of air conditioning are in place.

OR

There are no installations with respect to the provision of air conditioning.

9. ☑ All installations with respect to the provision of electricity are in place.

10. ☑ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

There are no indoor 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 15 day of February, 2017

NOVATREND ENGINEERS

.....
(signature)

Eric Pun
(print name)