Office Schedule

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CERTIFICATE OF RECEIPT.
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Jeff Gilbert

LAND REGISTRAR

(1)

DECLARATION

CONDOMINIUM ACT, 1998

TORONTO STANDARD CONDOMINIUM PLAN NO.	2418
NEW PROPERTY IDENTIFIERS BLOCK	76418
RECENTLY :	All of Pin 10524-0316 (LT)

DECLARANT : RESIDENCES OF OLD MILL INC.

SOLICITOR :	HARRY HERSKOWITZ
FIRM:	DELZOTTO, ZORZI LLP
ADDRESS :	4810 DUFFERIN STREET, SUITE D
	TORONTO, ONTARIO
	M3H 5S8
Phone :	416-665-5555 Fax : 416-665-9653

No. OF UNITS 752

FEES : 752 X $5 = $3760 + $70 = $3,830

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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:

RESIDENCES AT OLD MILL 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**";

AND WHEREAS the Declarant has constructed a building upon the Real Property comprising **279 dwelling units** (with there being no designated superintendent's suite or unit within the confines of this Condominium), **6 commercial/retail units, 265 parking units, 154 locker units, 16 parking/bicycle storage/locker units, 3 parking/bicycle storage units, 27 bicycle storage/locker units, 1 commercial/retail garbage room unit,** 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 "**bicycle storage areas**" shall mean the designated bicycle storage rooms or areas situate on levels 1 and A respectively, and comprising part of the common elements of this Condominium (as hereinafter defined), with the bicycle storage area on level 1 to be used for the storage of the bicycles belonging to the respective owners, tenants and/or occupants of the commercial/retail units exclusively (and correspondingly having a total storage capacity for approximately 6 bicycles), and with the bicycle storage area for residents situate on levels A and B to be used for the storage of the bicycles belonging to the respective owners and/or residents of the dwelling units in this Condominium exclusively (and correspondingly having a total combined storage capacity for approximately 120 resident bicycles), and with the bicycle storage area for visitors situate on level A to be used for the storage of the bicycles belonging to the respective visitors of this Condominium exclusively (and correspondingly having a total storage capacity for approximately 42 visitor bicycles), and to be used or occupied on a first-come first-served basis solely in accordance with the provisions of section 21 of this declaration;

c) the "**bicycle storage/locker units**" shall mean units 81 to 107 both inclusive on level B, and intended to be used solely for the purposes set out in sections 30 and 35 of this declaration;

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

e) the **"Commercial Corridor"** shall mean that portion of the common elements located on level 1 as more particularly delineated and designated as such on the description plan filed concurrently herewith, and intended to be used for the purposes set out in section 22 of this declaration;

f) the "**commercial/retail garbage room unit**", shall mean unit 1 on level A, and intended to be used for the temporary storage of garbage emanating solely and exclusively from the commercial/retail units, and accessible only by the Declarant and the Corporation's authorized agents, workmen or representatives, and by the respective owners and tenants of each of the commercial/retail units and their respective authorized agents, workmen or representatives, as more particularly set out in section 40 of this declaration;

g) the "**commercial/retail units**" shall mean units 16 to 21 inclusive on level 1, and intended to be used solely for the purposes set out in section 39 of this declaration;

h) the "**commercial service areas**", shall mean the common element areas on levels 1 and A of this Condominium, portions of which may house or contain any mechanical, electrical, heating, cooling, plumbing, fire protection, sprinkler, emergency service and/or security equipment and/or fixtures servicing any or all of the commercial/retail units on level 1, including without limitation, the service elevator to be used and accessed exclusively by the Condominium's authorized representatives and service personnel, and by the respective owners and tenants of the commercial/retail units and their respective authorized agents, workmen and/or representatives (for transporting goods, materials, supplies and/or equipment, to and from the respective commercial/retail units, as well as garbage refuse from each of the respective commercial/retail units on level 1 to the commercial/retail garbage room unit on level A) and the elevator machine room ancillary thereto, as well as all heating and cooling equipment, fixtures, installations and/or systems (and any appurtenances thereto) which provide heating and/or cooling services to any of the commercial/retail units and which are (or may hereafter be) affixed to the walls (and/or the underside of the ceiling) of the underground parking garage on level A, all as more particularly set out in section 23 of this declaration;

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

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

k) the **"communication control unit"** shall mean unit 1 on level 14 situate on the rooftop of this Condominium (as hereinafter defined), and 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 purpose ancillary thereto), as more particularly set out in section 38 of this declaration;

l) 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;

m) the "**dwelling units**" shall mean units 1 to 15 inclusive on level 1, units 1 to 20 inclusive on level 2, units 1 to 30 inclusive on levels 3 and 4 respectively, units 1 to 29 inclusive on levels 5 to 8 both inclusive, units 1 to 19 inclusive on levels 9 and 10 respectively, units 1 to 18 inclusive on level 11, and units 1 to 6 inclusive on levels 12 and 13 respectively, and intended to be used solely for the purposes set out in section 32 of this declaration;

n) 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;

o) the **"guest suites"** shall mean the two single bedroom suites located on level A and comprising part of the common elements of this Condominium, with each guest suite having a three piece washroom and a closet (but with no cooking facilities), and a laundry service facility ancillary thereto, and intended to be used solely for the purposes set out in section 20 of this declaration;

p) the **"locker units"** shall mean units 21 to 59 inclusive on level 2, units 89 to 115 inclusive on level C, units 89 to 115 on level D, and units 25 to 28 inclusive, and units 33 to 89 inclusive on level E, and intended to be owned, used and/or occupied only in accordance with the provisions of sections 30 and 34 of this declaration;

q) the "**multi-purpose/party room**" shall mean the room located on level 1 situate within (and comprising part of) the recreation centre of this Condominium, and containing a wet bar/kitchenette and a lounge/seating area, together with all of the equipment, facilities and furnishings respectively contained therein from time to time, and intended to be used solely in the manner or for the purposes set out in section 19 of this declaration;

r) 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;

s) the **"parking units"** shall mean units 1 to 32 inclusive, units 43 and 44, and units 53 to 79 inclusive on level B, units 1 to 88 inclusive on level C, units 1 to 88 inclusive on level D, and units 1 to 24 inclusive and units 29 to 32 inclusive on level E, and intended to be owned, used and/or occupied only in accordance with the provisions of sections 30 and 33 of this declaration;

t) the **"parking/bicycle storage units"** shall mean units 45 and 46, and unit 80 on level B, and intended to be owned, used and/or occupied only in accordance with the provisions of sections 30 and 37 of this declaration;

u) the **"parking/bicycle storage/locker units"** shall mean units 33 to 42 inclusive, and units 47 to 52 inclusive on level B, and intended to be owned, used and/or occupied only in accordance with the provisions of sections 30 and 36 of this declaration;

v) the **"property"** shall mean the Real Property (including all buildings and structures 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;

w) the "**Public Art**" shall mean the sculptured art work (including without limitation, any sculptured landscaping features, statues, patterned paving stones, etc.) that has been (or will hereafter be) installed by or on behalf of the Declarant within the confines of this Condominium, or within the neighbouring vicinity of this Condominium, and which art has been designed and created by (or in collaboration with) an artist selected by the City of Toronto's Chief Planner and approved by the Council of the City of Toronto, pursuant to the provisions of an outstanding Section 37 Density Bonus/Development Agreement entered into between the Declarant's predecessor in title to the Real Property, namely Humberview Auto Centre Ltd., and the City of Toronto, and registered in the Land Titles Division of the Toronto Registry Office (No. 66) on September 23rd, 2010 as **Instrument No. AT-2510502** (hereinafter referred to as the "**Section 37 Agreement**"), and intended to be freely enjoyed, viewed and accessible by the general public, in addition to the owners, residents and occupants of this Condominium, and subject to (and to be governed by) the provisions and restrictions set out in section 26 of this declaration;

x) the "**Public Walkway**" shall mean the public pedestrian sidewalk or walkway situate on the north side of Bloor Street West, along the Bloor Street frontage of this Condominium, and comprising that part of the exterior common elements of this Condominium more particularly designated as Parts 1 and 2 on Reference Plan 66R-27053, registered in the Land Titles Division of the Toronto Registry Office (No. 66), over which an easement in favour of the City of Toronto and the general public has been granted by the Declarant (for public pedestrian walkway purposes) pursuant to a transfer of easement registered in the Land Titles Division of the Toronto Registry Office (No. 66) on November 5th, 2013 as **Instrument No. AT-3447190**, and intended to be freely used, enjoyed and accessible by the general public, in addition to the owners, residents and occupants of this Condominium, and to be maintained and repaired by this Condominium at its sole cost and expense, in accordance with the provisions of section 25 of this declaration;

y) the "**Recreation Centre**" shall mean or include the recreation centre areas located on level A, level 1 and level 14 (the rooftop level) respectively, comprising part of the common elements of this Condominium, and containing:

i) an indoor swimming pool and whirlpool, an exercise & weights room, a men's steam room and change room, a women's steam room and change room, a yoga room, a boardroom, and two guest suites with an ancillary laundry facility (with each guest suite having a three piece washroom and a closet, but no cooking facilities), all of which are situate on level A;

ii) a theatre room (containing a large screen and projector, and specially-designed theatre seating), a multi-purpose/party room, a dining room, a kitchenette, and washroom facilities, all of which are situate on level 1;

iii) an outdoor landscaped amenity area, with two outdoor natural gas barbeques and an outdoor seating area with benches, all of which are situate on level 14; and

iv) a property management office, with a kitchenette, a private washroom, a storage room and staff room, all of which are situate on level A and are intended to be used exclusively by the property manager retained by this Condominium from time to time to assist in the management and administration of this Condominium;

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;

z) the term "**repair**" when used or referred to in this declaration with respect to any item, matter or component, shall expressly include the obligation to repair and replace the item, matter or component (as the case may be) after damage or failure, but shall not include the obligation to repair or replace any improvements made to the item, matter or component unless the Act or this declaration provides otherwise;

aa) 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;

bb) 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 area 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 46(c)(v) this declaration (but nevertheless subject to the overriding provisions of section 46 (c)(vii) of this declaration);

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cc) 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;

dd) the "**visitor parking**" shall mean the 23 indoor visitor parking spaces located on level A and the 5 visitor parking spaces located on level B, comprising part of the common elements of this Condominium, and which spaces are designated by the letter "V" on the condominium description plan filed concurrently herewith, and are intended to be used solely for the purposes set out in section 24 of this declaration.

Section 2 - Statement Confirming the Act Governs the Lands

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 individually-controlled 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 the particular dwelling unit) which provides both heating and cooling services to the dwelling unit exclusively (regardless of whether same is/are installed or located within or beyond the boundaries of said dwelling 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 that particular dwelling unit only (regardless of whether same are installed or located within or beyond the boundaries of said dwelling 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 dwelling 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 particular dwelling unit but which do not service that particular dwelling 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 insulation or other similar material used for insulation on the underside of the concrete ceiling slab; and

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

c) **each commercial/retail unit <u>shall include</u>** all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service 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 4-pipe fan coil unit or system (and all equipment and fixtures appurtenant thereto, including all 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 any such commercial/retail 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 commercial/retail unit only (regardless of whether same is/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;

d) **each commercial/retail unit <u>shall exclude</u>:**

i) all concrete, concrete block or masonry portions of load bearing walls or columns, as well as all structural or load bearing columns or beams located within any of the commercial/retail units;

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

e) **each parking unit, each parking/bicycle storage/locker unit and each parking/bicycle storage unit, <u>shall exclude</u>** 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 such 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 such 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 water proofing 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, or such parking/locker bicycle storage unit, or such parking/bicycle storage unit (as the case may be);

f) **each locker unit and each bicycle storage/locker unit <u>shall exclude</u>** 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 such locker unit or bicycle storage/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 such locker unit or bicycle storage/locker unit, together with any fire hose cabinets abutting (or affixed to, or hanging from) any such columns or walls;

g) **the communication control unit <u>shall include</u>** 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, each of the commercial/retail units and the Recreation Centre in 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 of the dwelling units and the commercial/retail units in this Condominium, and to the Recreation Centre, and/or to any other 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;

h) **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;

i) **the commercial/retail garbage room unit** **shall include** all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service 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) all the mechanical, electrical, heating, cooling, lighting, plumbing, ventilation, security and/or servicing fixtures, equipment, facilities and/or systems servicing such unit, and all appurtenances thereto, regardless of whether same is/are installed or located within or beyond the boundaries of such unit; and

ii) all electrical receptacles, intercom and alarm controls (excluding only the cable servicing such controls), ventilation fan units, light fixtures lying within suspended ceilings and similar apparatus that supply any service to that particular unit only (regardless of whether same are installed or located within or beyond the boundaries of said unit); and

j) **the commercial/retail garbage room unit** **shall exclude:**

i) all concrete, concrete block or masonry portions of load bearing walls or columns, as well as all structural or load bearing columns or beams located within such 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 particular 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 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).

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.

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

1 Old Mill Drive
Toronto, Ontario, M6S 0A1

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 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 shall 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. Alternatively, non-visitor handicapped parking spaces can be made part of the common elements, however all condominium documents, including the declaration and description, must state that the condominium corporation will retain control over the spaces and that they cannot be made exclusive use portions of the common elements. All non-visitor handicapped parking spaces must conform to one of the alternatives identified above; and

c) A Toronto Transit Commission ("**TTC**") interference warning clause, as provided below and satisfactory to the TTC, shall be included or inserted in this declaration, namely: "Each unit purchaser and/or lessee specifically acknowledges and agrees that the proximity of the development of the lands municipally known as 1 Old Mill Drive, Toronto (the "**Development**") to the TTC transit operations may result in transmissions of noise, vibration, electromagnetic interference, stray current, smoke and particulate matter (collectively referred to as "**Interferences**") to the Development, and despite the inclusion of control features within the Development, Interferences from transit operations may continue to be of concern, occasionally interfering with some activities of the occupants in the Development. Notwithstanding the above, each unit purchaser and/or lessee agrees to release and save harmless the City of Toronto and the TTC from all claims, losses, judgments or actions arising or resulting from any and all Interferences. Furthermore, each unit purchaser and/or lessee acknowledges and agrees that an electromagnetic, stray current and noise warning clause similar to the one contained herein shall be inserted into any succeeding lease, sublease or sale agreement, and that this requirement shall be binding not only on the unit purchaser and/or lessee, but also on their respective successors and assigns and shall not merge on the closing of any unit sale or lease transaction".

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

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. 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 so contributed by or on behalf of this Condominium (together with all interest earned or accrued thereon) shall constitute an asset of the Corporation, and shall not be distributed to any unit 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 forthwith provide the Declarant (and/or any purchaser, transferee or mortgagee of a unit from the Declarant) with a status certificate (and all such accompanying documentation, statements and information) as may be requested from time to time by or on behalf of the Declarant (or by any such purchaser, transferee or mortgagee) in connection with the Declarant's sale, transfer or mortgage of any unit(s), all at no charge or fee to the Declarant whatsoever.

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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).

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 - Declarant's Use of the Common Element Areas

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

a) the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the common elements, for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any unsold units in this Condominium, from time to time;

b) the Declarant and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale purposes, as well as model suites and one or more offices for marketing, sales, construction and/or customer-service purposes, upon any portion of the common elements, and within or outside any unsold units, at such locations and

having such dimensions as the Declarant may determine in its sole, 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, or by the remote/electronic concierge (if applicable);

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, 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 (at the Declarant's sole option and unfettered discretion) leave all fixtures or attached furnishings maintained therein to or for the benefit of this Condominium.

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. However, subject to the overriding provisions of subsection 18(b) hereof, and until such time as the turnover meeting for this Condominium has been convened pursuant to the provisions of Section 43 of the Act, the Declarant shall have the unilateral right, in its sole, unfettered, and unchallenged discretion, to govern and control the use and operation of the Recreation Centre (and any portion thereof) and the various amenities, services 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 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 expressly 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, 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 as the Declarant may unilaterally determine or select, in its sole, 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, unfettered and unchallenged discretion), subject however to such reasonable and customary restrictions on access thereto as may be implemented by the security concierge or security personnel retained by and on behalf of the Corporation (or by the remote/electronic concierge, if applicable). The Declarant shall also be entitled to erect, affix and maintain signs for marketing and/or sales purposes upon 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, unfettered and unchallenged discretion, until such time as the Declarant has sold and conveyed title to all of the dwelling units in this Condominium. 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 (at the sole option and unfettered discretion of the Declarant) leave any or all of same therein, to or for the benefit of the Condominium and the residents thereof.

c) None of the owners, tenants or sub-tenants of the commercial/retail units, nor any of their respective agents, representatives, employees, contractors, sub-contractors, invitees, licensees or customers, shall have any right of access to, nor any use or enjoyment of, any portion of the Recreation Centre and any of the equipment, facilities, services and/or amenities contained therein or operated therefrom whatsoever, save and except for access to any meeting room in order to attend any meeting(s) of unit owners convened from time to time.

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

The use of the multi-purpose/party room (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) the Declarant (while it owns any unit in this Condominium), or any of the owners and/or tenants of the dwelling units 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/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 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 - <u>Use of the Guest Suites</u>

Each of the two guest suites situate on level A, and comprising part of the common elements of this Condominium, shall only be used to provide overnight accommodation exclusively for the guests of the owners, residents and/or tenants of the dwelling units in this Condominium from time to time, and a rental fee (together with a service/cleaning charge) shall be paid in advance for each night of occupancy of said guest suite, in such amount, and upon such terms and conditions, as the board of directors of this Condominium (or this Condominium's property manager) may establish from time to time in connection therewith. The use of each guest suite shall be subject to the provisions of all applicable by-laws and regulations of the Governmental Authorities, and shall also be subject to the provisions of any agreement entered into by the Corporation with any management/cleaning firm pertaining to same.

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Section 21 - Use of the Bicycle Storage Areas

The visitor bicycle storage area, situate on level A of this Condominium, shall be designated and used only for the temporary storage of the bicycles of visitors to this Condominium, with a total storage capacity of approximately 42 bicycles. All bicycle spaces within the visitor bicycle storage area shall be allocated or utilized on a "first come, first served" basis. The resident bicycle storage areas, situate on levels A and B of this Condominium, shall be designated and used only for the temporary storage of the bicycles of the respective owners and residents of this Condominium, with a total combined storage capacity of approximately 120 bicycles. All bicycle spaces within the aforementioned bicycle storage area for residents shall be allocated or utilized on a "first come, first served" basis. The bicycle storage area situate on level 1 of this Condominium, shall be designated and used only for the temporary storage of the bicycles of the respective owners, tenants and/or occupants of the commercial/retail units exclusively, with a total storage capacity for approximately 6 bicycles. All bicycle spaces within the aforementioned bicycle storage area shall be allocated or utilized on a "first come, first served" basis. The use of each of the aforementioned 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 Commercial Corridor

The Commercial Corridor situated on level 1 of this Condominium shall be used for the purposes of:

a) facilitating access to and egress from the commercial/retail units on level 1, by each of the owners and tenants of the commercial/retail units, and their respective authorized employees, agents, representatives, contractors, invitees and licensees;

b) facilitating access to and egress from the commercial/retail garbage room unit, by each of the owners and tenants of the respective commercial/retail units, and their respective authorized employees, agents, representatives and contractors;

c) enabling the authorized employees, agents, representatives and/or contractors of the Corporation to access the commercial/retail units, in order to facilitate the maintenance, repair and/or servicing of any or all of the commercial/retail units on level 1, as well as the maintenance, repair and/or re-location of the clean-out valve(s), plumbing stack(s), shut-off valve(s), the electrical and mechanical switching mechanism(s), and all other utility, mechanical, electrical, plumbing, storage and/or sewage equipment, installations and/or systems (and all appurtenances thereto) which service or benefit any unit(s) and/or common element area(s); and

d) enabling or facilitating the transport of goods, material, supplies and/or equipment to and from each of the commercial/retail units, including without limitation, the transport of garbage and debris from each of the commercial/retail units to (and through) the service elevator (that exclusively services the commercial/retail units) and to the commercial/retail garbage room unit, and which Commercial Corridor shall also be utilized for the temporary placement of goods, material and equipment being delivered to (or for the benefit of) the respective owners and/or tenants of the commercial/retail units.

Section 23 - Use of the Commercial Service Areas

The commercial service areas situate on levels 1 and A of this Condominium may be used to house or contain any mechanical, electrical, heating, cooling, plumbing, fire protection, sprinkler, emergency service and/or security equipment and/or fixtures servicing any or all of the commercial/retail units on level 1, so long as same does not unduly or unreasonably restrict or interfere with the use and enjoyment of the common elements on each of levels 1 and A by the owners and residents of the respective dwelling units in this Condominium. The service elevator situate within the commercial service areas (and the elevator machine room ancillary thereto) shall be used and accessed exclusively by the Condominium's authorized representatives and service personnel, and by the respective owners and tenants of the commercial/retail units and their respective authorized agents, workmen and/or representatives, for the purposes of facilitating the transport of goods, materials, supplies and/or equipment to and from the respective commercial/retail units, as well as garbage refuse from each of the respective commercial/retail units on level 1 to the commercial/retail garbage room unit on level A. The heating and cooling equipment, fixtures, installations and/or systems (and any appurtenances thereto) which provide heating and/or cooling services to any of the commercial/retail units may be affixed to the walls (and/or the underside of the ceiling) of the underground parking garage on level A, in a manner and location which does not unduly or unreasonably restrict or interfere with the use and enjoyment of the common elements on each of levels 1 and A by the owners and residents of the respective dwelling units in this Condominium.

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Section 24 - Use of the Visitor Parking Spaces

a) Save as hereinafter otherwise provided to the contrary, it is expressly declared and stipulated that each of the visitor parking spaces (which are situate within the underground parking garage, and which comprise part of the common elements situate on levels A and B 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 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 such space shall be designated for "**visitor parking only**" 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 residential visitor parking spaces (either individually or as a block of visitor parking spaces, with any such block to comprise no less than five (5) 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 owned by the Declarant 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 the use of 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, or this Condominium's property manager, may hereafter wish to exclude from the underground parking garage from time to time), but shall nevertheless specifically include any construction, servicing and/or loading vehicles used by the Declarant and/or any of its employees, agents, representatives or contractors in the course of completing and/or servicing 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 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 or security personnel retained by or on behalf of this Condominium (or by any virtual/remote electronic concierge, if applicable).

Section 25 - The Use & Enjoyment of the Public Walkway

a) The Public Walkway situate along the southerly perimeter of this Condominium on the north side of Bloor Street West, and which comprises part of the common elements of this Condominium, is intended to be used and enjoyed by (and shall be accessible by) the general public, in common with the unit owners, residents and occupants of this Condominium (and their respective tenants, invitees and licensees).

b) Save as otherwise hereinafter expressly provided or contemplated to the contrary, the Corporation shall not (either directly or indirectly) prevent or restrict the general public's access to, egress from and/or use of the Public Walkway.

c) Notwithstanding the foregoing provisions to the contrary, it is hereby declared and stipulated that access to and use of the Public Walkway may:

i) be temporarily restricted or prohibited by the Corporation as and when necessary in the event of an emergency, or to permit any maintenance or repair work to:

A. any portion of this Condominium, including without limitation, any equipment, installation(s), structure(s) or building component(s) or any area(s) situate above, beneath or beside the Public Walkway (or any portion thereof); and/or

B. any portion of the Public Walkway, including without limitation, any of the ventilation shafts or grates installed within the Public Walkway and/or any of the planter boxes or other hard and/or soft landscaping features, elements or components installed upon or within the Public Walkway, or installed upon or within any lands adjacent thereto;

in which case all or any portion of the Public Walkway may be removed in order to accommodate any such work, and the access to (and use of) the Public Walkway shall correspondingly be halted, and temporarily terminated or discontinued, throughout the entire duration that any such maintenance and/or repair work is being undertaken, provided that such work is being carried out reasonably and in a diligent manner, so as to cause the least amount of inconvenience and disruption to the general public's use of the Public Walkway; and

ii) be refused, revoked or terminated by this Condominium, in the case of any person who:

A. unreasonably interferes with or restricts (or attempts to unreasonably interfere with or restrict) the ability of other members of the public or other lawful users (including any residents or occupants of this Condominium) to access, use or enjoy the Public Walkway (or any portion thereof);

B. carries on (or attempts to carry on) any illegal or unlawful activity upon or within the Public Walkway or any portion thereof, or upon or within the common elements of this Condominium;

C. acts in a manner unreasonably inconsistent with the intended use of the Public Walkway as a publicly-accessible open walkway;

D. damages or injures (or attempts to damage or injure) any person, any real and/or personal property, and/or any property rights in the course of accessing or using the Public Walkway;

E. commits (or attempts to commit) any criminal or quasi-criminal offence, or is in breach of any municipal by-law; or

F. commits (or attempts to commit) any act or omission which violates or contravenes (or causes this Condominium to violate or contravene) the provisions of any applicable agreement with the City of Toronto governing the creation, operation, maintenance and/or repair of the Public Walkway.

d) In recognition of the fact that the Public Walkway was created in conjunction with (and as a condition of approval to) the development of this Condominium, it is hereby declared and stipulated that the Public Walkway, including all of the hard and soft landscaping elements, plantings or features comprising part of same, shall be maintained and repaired by or on behalf of the Corporation in accordance with the standards, specifications and/or requirements imposed from time to time by the City of Toronto in connection therewith, all at the sole cost and expense of this Condominium. Without limiting the generality of the foregoing, the Corporation shall be responsible for the clearing of snow and ice from the Public Walkway, and for keeping same clean and free of garbage and debris, and for maintaining all hard and soft landscaping elements comprising part of same, all at the sole cost, risk and expense of this Condominium exclusively. All costs and expenses incurred by the Corporation in connection with the illumination, maintenance and repair of the Public Walkway shall comprise part of the common expenses that are borne and paid for by each of the unit owners in this Condominium in accordance with the proportions outlined in Schedule "D-1" to this declaration, irrespective of the fact that the Public Walkway may be freely used and enjoyed by the general public, in addition to the unit owners, residents and occupants of this Condominium.

e) The Corporation shall, at all times, 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 whatsoever which may hereafter be initiated or pursued against (or made upon) the City of Toronto and/or the Declarant by reason of any injury, loss and/or damage occasioned to any person(s) and/or property as a result of (or arising from or in connection with) the public's access to (and/or use of) the Public Walkway (or any portion thereof) save and except for any claims or demands arising out of any negligent or wilful act or omission (or any default) committed by the City of Toronto and/or the Declarant [and/or any person(s) for whose actions or omissions the City of Toronto and/or the Declarant may be vicariously liable, at law or in equity (including any persons acting under the City of Toronto's or the Declarant's jurisdiction or authority)]. Without limiting the generality of the foregoing, the Corporation shall, forthwith on demand, fully reimburse the City of Toronto and/or the Declarant (as the case may be) for all damages, charges, costs and/or expenses which may be incurred, sustained and/or paid by the City of Toronto and/or the Declarant by reason of, or arising from (or in connection with) the negligence of the Corporation and/or the negligence of any unit owner(s) in this Condominium, and/or the negligence of their respective residents, tenants, invitees and/or licensees [or arising from the negligence of any person(s) for whose actions or omissions the Corporation may be vicariously liable, at law or in equity], including all damages, charges, costs and/or expenses incurred or sustained by reason of any breach or contravention of this Condominium's obligation to maintain and repair the Public Walkway in accordance with the foregoing terms and provisions of this declaration.

Section 26 - The Use & Enjoyment of the Public Art

a) Pursuant to the provisions of the Section 37 Agreement, the Declarant has installed the Public Art within the confines of the outdoor common elements of this Condominium, or along the public boulevard adjacent to this Condominium, or elsewhere within the neighbouring vicinity of this Condominium. The Public Art shall be accessible to the general public, in common with the owners, residents and occupants of this Condominium, and shall be clearly visible at all times from public sidewalks or walkways, or publicly-accessible spaces, and unless otherwise hereafter indicated by the City of Toronto to the contrary, the Public Art shall be maintained, repaired and insured at all times by the Corporation, at its sole cost and expense (which cost shall comprise part of the common expenses that are borne and paid for by each of the unit owners in this Condominium in accordance with the proportions outlined in Schedule "D-1" to this declaration). The Public Art shall not be removed, relocated or modified without the prior written approval of the City of Toronto's Chief Planner and/or the Toronto Public Art Commission.

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

i) any maintenance, repair and/or restoration of the Public Art, as and when required, shall be undertaken and performed on behalf of the Corporation by a qualified conservator approved by the City of Toronto's Chief Planner or the Toronto Public Art Commission, and in compliance with the provisions of the Section 37 Agreement;

ii) this Condominium shall obtain the written approval of the artist who designed, created and coordinated the installation of the Public Art (hereinafter referred to as the "**Artist**") to any reproduction of the Public Art and/or any change to the location of the Public Art;

iii) this Condominium shall be obliged to maintain the plaque which identifies the Artist, the title or name of the Public Art, the date of completion of the Public Art and the commissioning bodies, near the Public Art in the location approved by the Artist; and

iv) any and all sketches, drawings, tracings, notes, photographs, models and/or any other materials produced and delivered by the Artist in connection with the creation or completion of the Public Art (hereinafter collectively referred to as the "**Ancillary Art Materials**") shall not be used (nor authorized for use) in connection with any other artwork or in respect of any other piece of art, nor in connection with any addition to the Public Art, nor in connection with the completion of the Public Art by any other person or persons, unless same is expressly authorized in writing by the Artist.

c) The Corporation shall, at all times, 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 whatsoever which may hereafter be initiated or pursued against (or made upon) the City of Toronto and/or the Declarant, by reason of any damage occasioned to the Public Art, save and except for any claims or demands arising out of any negligent or wilful act or omission (or any default) committed by the City of Toronto and/or the Declarant [and/or by any person(s) for whose actions or omissions the Declarant or the City of Toronto may be vicariously liable, at law or in equity (including any persons acting under the City of Toronto's or the Declarant's jurisdiction or authority)]. Without limiting the generality of the foregoing, the Corporation shall, forthwith on demand, fully reimburse the City of Toronto and/or the Declarant (as the case may be) for all damages, charges, costs and/or expenses which may be incurred, sustained and/or paid by the City of Toronto and/or the Declarant by reason of, or arising from (or on account of) the negligence or fault of the Corporation and/or the negligence of any unit owner(s) in this Condominium and/or their respective residents, tenants, employees, invitees and/or licensees [or arising from the negligence of any person(s) for whose actions or omissions the Corporation may be vicariously liable, at law or in equity], including all damages, charges, costs and/or expenses incurred or sustained by reason of any breach or contravention of the provisions of the Section 37 Agreement hereafter committed by the Corporation and/or by any of the unit owners in this Condominium from time to time and/or their respective residents, tenants, employees, invitees or licensees (or by anyone else for whose actions or omissions the Corporation may be vicariously liable, at law or in equity), including without limitation, any default or breach by the Corporation of its obligation to maintain and repair the Public Art in accordance with the foregoing provisions of this declaration and in compliance with the provisions of the Section 37 Agreement.

Section 27 - Use of Garbage Storage, Collection & Recycling Areas

a) The owners, residents and tenants of the dwelling units in this Condominium will have access to, and use of, a residential garbage storage and recycling room equipped with an automated recycling and waste sorting system (ie tri-sorter type), situate on level A and comprising part of the common elements of this Condominium, and intended to be used solely for the purposes of temporarily storing, sorting and recycling the garbage refuse emanating exclusively from any of the dwelling units in this Condominium.

b) The owners and tenants of the commercial/retail units in this Condominium, and their respective authorized employees and representatives, will have access to, and use of, a separate commercial/retail garbage room designated as unit 1 on level A, and intended to be used solely for the purposes of temporarily storing (and possibly compacting) the garbage refuse emanating exclusively from any of the commercial/retail units in this Condominium. Each of the commercial/retail unit owners will have to pay, and be solely responsible for, the cost of engaging a private waste disposal firm to remove, as and when reasonably required, garbage or waste from their respective commercial/retail units, as well as the cost of purchasing or renting the appropriate number and type of garbage bins, in order to properly store or load the garbage emanating from their respective commercial/retail units, based on the type and amount of garbage so generated.

c) With respect to the residential garbage generated by the dwelling units and common elements, this Condominium will have the benefit of municipal garbage pick-up services, on designated or scheduled municipal garbage pick-up day. The City of Toronto may correspondingly require the payment of an annual service charge from the Corporation associated with the municipality's provision of containerized garbage collection services for the residential component of this Condominium, and if so, all such municipal garbage collection/removal charges shall constitute part of the common expenses of this Condominium. The Corporation shall arrange for a trained person to be present at all times during the collection/removal of the residential garbage refuse from this Condominium, in order to properly manoeuvre and transport this Condominium's residential garbage containers (situate within the residential garbage storage/recycling room) to the exterior concrete collection pad, and onto the 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 garbage pickup days.

d) Each of the commercial/retail unit owners shall be responsible for arranging (and paying for) their own separate garbage collection and removal services, which cost shall not comprise part of the common expenses, and each commercial/retail unit owner shall be obliged to coordinate the collection and removal of its own garbage with the Condominium's property manager, so that the Corporation can arrange for a trained person to be present at all times during the collection/removal of the commercial/retail garbage refuse from this Condominium, in order to act as a flagperson when any commercial garbage collection vehicles are reversing, and to ensure that no garbage containers whatsoever are left outside, except on the mornings of designated garbage pickup days.

Section 28 - <u>Restricted Access or Use of Common Elements</u>

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 and/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, electrical/mechanical room, building maintenance or storage 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 of the communication control unit and its authorized agents, tenants and/or representatives), or any other parts of the common elements used for the care, maintenance or repair of the Condominium's property generally. Save for the owner of the communication control unit and its authorized agents, tenants and/or representatives from time to time, no one shall be entitled to place or affix any matter or thing directly above any solar thermal equipment situate or installed on the roof of this Condominium, nor on top of any rooftop structure which encloses or houses any mechanical or electrical equipment, or any heating or cooling equipment, as well as any elevator shafts, stairwells, catwalks, cooling towers, boiler rooms and/or fresh air ducts. The foregoing restrictions on access shall not apply to any mortgagee having a registered first mortgage or charge that encumbers 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.

b) None of the owners, tenants or occupants of any of the commercial/retail units, nor any of their respective agents, representatives, employees, contractors, invitees, licensees or customers, shall have any right of access to, nor any use or enjoyment of, the main lobby (including the waiting area, the concierge station and the washroom facilities) situate on levels 1 or A, as well as the vestibule entrance and lobby on level A (unless accessing the lobby solely for the purposes of visiting the management office), nor any portion of the Recreation Centre situate on level 1 and/or level A (nor any portion of the outdoor landscaped amenity area located on level 14), nor to any of the equipment, facilities or amenities contained within

the Recreation Centre (or any portion thereof), from time to time whatsoever, nor to any other portion of the common elements situate above level 1 (including being prohibited from using any of the Condominium's elevators above level 1), nor to any portion of the common elements reserved for the exclusive use of any of the dwelling units and/or the communication control unit, wheresoever situate within this Condominium. However, notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby expressly declared and stipulated that the owners and tenants of each of the commercial/retail units, and their respective authorized agents, representatives, employees and contractors, shall nevertheless be entitled to full and complete unimpeded pedestrian access and egress over, across and upon all outdoor and indoor walkways, corridors, stairwells and ramps within this Condominium which lead to:

i) the commercial/retail units, the Commercial Corridor and the commercial/retail garbage room unit on level A, together with any fire exit stairwells and corridors (wheresoever situate) for emergency egress purposes;

ii) the commercial service areas on level 1 and/or level A (including the service elevator that will be used and accessed exclusively by the Condominium's authorized representatives and service personnel, and by the respective owners and tenants of the commercial/retail units and their respective authorized agents, workmen and/or representatives), as well as the bicycle storage area on level 1 for the exclusive use of the owners, tenants and/or occupants of the respective commercial/retail units, and any parking units, locker units, parking/bicycle storage/locker units and/or parking/bicycle storage units on level(s) B, C, D or E which may be owned or leased by any of the commercial/retail unit owners;

iii) the heating and cooling units or systems (together with the air-conditioning compressors and/or condensers), and all appurtenant heating and/or cooling equipment, fixtures, installations and/or systems servicing any of the commercial/retail units, which equipment, fixtures, installations and/or systems are located on level 1 and/or level A;

iv) those areas on level 1 or level A of the Condominium which contain or house the water, electricity and/or gas meters or consumption meters appurtenant to each of the commercial/retail units, together with all switch gears, breaker panels and other electrical equipment and appurtenances thereto, utilized in connection with the operation or servicing of the commercial/retail units (or any portion thereof); and

v) the Condominium's mechanical, electrical and/or telephone or telecom room(s), utilized in connection with the operation or servicing of the commercial/retail units (or any portion thereof);

subject however to such reasonable and customary restrictions on access thereto as may be implemented by the security personnel retained by or on behalf of the Corporation.

c) None of the owners, tenants or residents of any of the dwelling units, nor any of their respective agents, representatives, contractors, invitees or licensees, shall have any right of access to (nor any use or enjoyment of) the Commercial Corridor and/or the commercial/retail garbage room unit, nor to the service elevator situate within the commercial service areas on levels 1 and A servicing the commercial/retail units, nor to any heating, cooling and/or air-conditioning compressors and condensers (and all other appurtenant heating, cooling and/or refrigeration equipment, fixtures, installations and/or systems) servicing any of the commercial/retail units, nor to the Condominium's mechanical, electrical and/or telephone or telecom room(s) utilized in connection with the operation or servicing of the commercial/retail units (or any portion thereof).

d) In the event that an owner or tenant of a commercial/retail unit (who is not also an owner or tenant of a dwelling unit) is also the owner or tenant of a parking unit, a locker unit, a parking/bicycle storage/locker unit, a parking/bicycle storage unit and/or a bicycle storage/locker unit situate within the underground garage of this Condominium (and correspondingly located on levels B, C, D or E), then the right of access and egress to and from such unit(s) by the said owner or tenant of a commercial/retail unit shall be restricted to only those common element areas on levels B, C, D or E (as the case may be) which are reasonably necessary to provide access to and egress from such parking unit, locker unit, parking/bicycle storage/locker unit, parking/bicycle storage unit and/or bicycle storage/locker unit, to and from his or her commercial/retail unit.

Section 29 - <u>Modification of Common Elements, Assets and Services</u>

a) **<u>General Prohibition</u>**

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) **Commercial Partition Removal and Minor Installations**

Notwithstanding anything provided in this declaration to the contrary, for the purposes of regulating and managing the affairs of this Condominium and its compliance with the provisions of the Act, the following shall not be considered to constitute an addition, alteration, improvement to or renovation of the common elements (whether substantial or otherwise), namely:

i) the removal or replacement of the whole or any portion of any non-structural or non-load bearing partition or demising wall(s) or column(s) situate within any commercial/retail unit, or situate between adjoining commercial/retail units which are owned by the same party or parties (hereinafter referred to as the "**Commercial Partition Removal**"), provided that the Commercial Partition Removal is undertaken at the sole cost and expense of the Declarant or the owner desiring to undertake same (as the case may be), and provided further that the provisions set out in section 29(f) hereof are complied with;

ii) any alteration, addition, improvement to or renovation of the common elements situate within any of the commercial/retail units which is in the nature of a leasehold improvement thereto;

iii) any change or alteration undertaken or effected to any portion of the common elements pursuant to an obligation imposed upon the Corporation set forth in this declaration, any by-law and/or any agreement(s) authorized by any by-law; and

iv) any activity or work in the nature of piercing, puncturing, protruding onto, installing upon, hanging from or affixing to any portion of the common elements that is desired or required by the Declarant and/or any owner of a commercial/retail unit, in connection with the installation, servicing, maintenance, repair and/or operation of any water, gas, hydro-electric, telephone or television service, and/or any mechanical, electrical, plumbing, heating, cooling, refrigeration or other ancillary servicing system, equipment or fixture which, in turn, is necessary or desirable for the operation or servicing of any of the commercial/retail units, but which does not require the removal of any structural reinforcing element or feature contained within the common elements, and which does not affect the structural integrity or load-bearing capacity of any unit(s) and/or any portion of the common elements, and for purposes of clarification, any such permitted activity or work shall include, without limitation, the following, namely:

A) the installation, alteration, repair, replacement or upgrading of any servicing equipment, fixture or system which exclusively services (or is intended to exclusively service) any one or more of the commercial/retail units, and the hooking up of such servicing equipment, fixture or system into the Condominium's servicing system(s), including without limitation, any air-conditioning system, heating system, plumbing system, sewage or drainage system, electrical system, mechanical system, lighting system, ecology or venting/air filtration system, fire alarm or fire prevention system, sound insulation system, heat insulation system, sprinkler system, security system, and/or loading or storage system;

B) the covering, recovering, replacement or erection of any interior partition walls, glass panels, doors and/or windows within any commercial/retail unit, provided that any partition wall so erected or removed does not comprise or constitute a structural or load bearing wall; and

C) the installation, alteration, removal or replacement of any floor covering, wall covering, ceiling covering, light fixture, and/or other similar finishings or installations within any commercial/retail unit, and the implementation of similar improvements to (or renovations of) such commercial/retail unit which the owner thereof desires to undertake in connection with the operation of any business or commercial/retail activity therefrom;

(with each of the foregoing described activities or work being hereinafter individually referred to as a "**Minor Installation**" and collectively referred to as the "**Minor Installations**"), on the express understanding that each Minor Installation shall be undertaken at the sole cost and expense of the Declarant or the unit owner desiring to implement same (as the case may be), and provided further that the requirements set out in section 29(f) below are complied with.

f) **Requirements for Undertaking any Commercial Partition Removal or Minor Installation**

The Declarant or the owner of a commercial/retail unit seeking to undertake and complete a Commercial Partition Removal and/or a Minor Installation shall comply with the following requirements, namely:

i) Copies of all plans, drawings and specifications prepared by a certified architect or engineer (showing in complete detail the proposed construction within or adjacent to the subject unit, and illustrating in sufficient detail the manner in which the common elements of the Corporation may be affected thereby) shall be submitted to the board for its approval prior to the commencement of any Commercial Partition Removal and/or Minor Installation;

ii) The Declarant or owner seeking to implement the Commercial Partition Removal and/or any Minor Installation shall comply with the provisions of all applicable building, fire, health and safety rules and regulations imposed by the Governmental Authorities, and shall procure a building permit prior to the commencement of any work in connection with the Minor Installation, if same is required by the Governmental Authorities;

iii) The board shall give the Declarant or owner seeking to implement the Minor Installation reasonable access to the Condominium's plans, drawings and specifications within the Corporation's possession or control which pertain to the Condominium's building and servicing systems, in order to assist the Declarant or such owner (and its consultants) to determine the safest and most expeditious manner of installing or completing the Minor Installation;

iv) The board shall ensure that no actions or steps are taken by or on behalf of the Corporation (or by anyone else) which would unreasonably limit, restrict or interfere with access to those common element areas affected by the proposed Minor Installation at all reasonable times by the Declarant or the said owner seeking to implement the Minor Installation (and its/their authorized workmen, agents and contractors) in order to facilitate and expedite all requisite work in connection with the Minor Installation;

v) Adequate measures shall be taken by the Declarant or the unit owner seeking to implement the Commercial Partition Removal and/or the Minor Installation to minimize, as far as reasonably possible, any noise, interference, vibration or other disturbance or inconvenience arising from any construction operations in connection therewith, and without limiting the generality of the foregoing, it is hereby declared and stipulated that any work, services or construction activity undertaken in connection with any Commercial Partition Removal and/or Minor Installation shall be carried out only between the hours of 8:00 a.m. to 6:00 p.m - Monday through Saturday (thereby excluding Sundays and statutory holidays);

vi) Any Minor Installation involving the hooking into (or connection with) any of the Condominium's servicing systems shall, where applicable, require the subject unit to be connected to a consumption or check meter, in order to allow the Corporation to monitor the extra or additional hydro-electricity and/or water service consumed (if any) by the subject unit as a result of such Minor Installation (and to charge/invoice the said owner accordingly for same), and shall require the Declarant or the subject unit owner to provide the board with a certificate from a duly qualified engineer confirming that the Minor Installation intended to be implemented meets all applicable requirements of the public or local utility authority, and all requirements of the Ontario Building Code and the Electrical Code (or any similar legislation governing electrical wiring, installations and/or connections, if applicable), and that the subject unit will (after the Minor Installation has been completed) operate within the permitted utility or service tolerances (or maximum consumption capacities) designed for the commercial/retail units, in order to ensure that the Condominium's overall services will not exceed permitted or acceptable levels once the Minor Installation is completed. If such tolerances or capacities will be exceeded, then the Declarant or the unit owner seeking to implement the Minor Installation will be required to procure such upgraded power or service directly from the public or local utility authority, at its sole cost and expense;

vii) The contractor(s) performing any Minor Installation shall be approved, in advance, by the board of directors or the Declarant, acting reasonably;

viii) All reasonable fees and disbursements incurred (or to be incurred) by the Condominium in retaining its own independent engineer or consultant (and which engineer or consultant has concomitantly been approved by the Declarant) to review the proposed plans, drawings and specifications of the commercial/retail unit owner desiring to implement the Minor Installation (if and when such third party review is deemed necessary or desirable by the board) shall be fully paid for by such commercial/retail unit owner; provided however that in those circumstances

where the Declarant desires to implement the Minor Installation, then the Condominium shall bear, on its own, all such fees and disbursements incurred by the Corporation in retaining any engineer or consultant to review the Declarant's proposed plans, drawings and specifications; and

ix) Adequate liability insurance naming the Condominium as a named insured (along with evidence that the annual premium for such insurance coverage has been paid) shall be procured prior to the commencement of the Minor Installation, and a certified copy thereof shall be delivered to the board by the Declarant or the unit owner desiring to implement the Minor Installation, with the said insurance to contain or incorporate such provisions as the Condominium (or its designated insurer) deems adequate or appropriate in order to protect the Condominium from liability for loss and/or damage occasioned to persons and/or property as a result of the implementation of the Minor Installation.

g) No partition or demising wall that separates adjoining commercial/retail units shall be removed or dismantled unless the Declarant or the owner seeking to do so owns both adjoining units prior to the commencement of the Commercial Partition Removal. Notwithstanding any Commercial Partition Removal as aforesaid, the said adjoining commercial/retail units affected thereby shall still constitute two separate units, as illustrated in the description filed concurrently herewith, and all obligations of the owner(s) of each of the said two adjoining commercial/retail units, whether arising under the Act, this declaration, the by-laws or the rules of this Condominium (or any agreement(s) authorized by any by-law), shall remain unchanged. Where any partition or demising wall has been so removed, the owner(s) of the two adjoining commercial/retail units may thereafter resurrect or reconstruct the said wall, without having to obtain the prior consent of the board or any other unit owner(s) thereto, provided such reconstruction work complies with the original specifications with respect thereto, and with all applicable by-laws and regulations of the Governmental Authorities, and provided further that said partition or demising wall is erected in the exact same location as originally constructed by the Declarant, as illustrated and delineated in the description filed concurrently herewith, with the final siting and relocation of same to be certified to the board by an accredited Ontario Land Surveyor, all without any cost, charge or expense to the Corporation.

h) **AAI Agreement**

Despite the language in subsection 29(e) hereof which provides that a Commercial Partition Removal and Minor Installations shall not be considered to constitute an addition, alteration, improvement to or renovation of the common elements, and for the express purpose of ensuring that the provisions of sections 97 and 98 of the Act are complied with, it is hereby expressly declared and stipulated that any Commercial Partition Removal or Minor Installation desired to be undertaken or implemented in accordance with the preceding provisions of this declaration shall also be the subject of (and shall correspondingly be expressly permitted by) the terms and provisions of an AAI Agreement that shall be entered into by the Corporation with either the Declarant or any successor owner of the affected commercial/retail unit desiring to implement same, as the case may be.

i) **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 30 - Restrictions on Parking Units, Locker Units, Parking/Bicycle Storage/Locker Units, Parking/Bicycle Storage Units and Bicycle Storage/Locker Units

a) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and save and except for any parking unit(s), locker unit(s), parking/bicycle storage/locker unit(s), parking/bicycle storage units and/or bicycle storage/locker unit(s) owned by the Declarant or the Corporation, the ownership, sale, leasing, charging, assignment, transfer or other conveyance or encumbrance of any parking unit(s), locker unit(s), parking/bicycle storage/locker unit(s), parking/bicycle storage units

and/or bicycle storage/locker unit(s) [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 or commercial/retail unit in this Condominium, and shall only be used or occupied by the Declarant or by the Corporation, or by an owner of a dwelling unit or commercial/retail 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 and/or commercial/retail unit within 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 and/or commercial/retail 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 and/or commercial/retail unit within this Condominium, provided however that if any Restricted Unit is so leased to a tenant of a dwelling unit and/or commercial/retail unit, then the term of such lease shall not extend beyond the term of the tenancy in respect of such dwelling unit and/or commercial/retail unit;

v) where any Restricted Unit is leased to an owner of a dwelling unit and/or commercial/retail unit in this Condominium, then upon the sale, transfer, assignment or other conveyance of the lessee's dwelling unit and/or commercial/retail unit (as the case may be), 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 and/or commercial/retail unit, within thirty (30) days of the registration of the transfer of title to the said dwelling unit and/or commercial/retail 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 and/or commercial/retail unit in this Condominium, and such lessee is deprived of possession and/or ownership of his or her dwelling unit and/or commercial/retail 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 and/or commercial/retail 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 31 - 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

solicitor and client basis], 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).

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 other 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 elsewhere 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) 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 or slope of the Real Property (or any portion thereof), nor obstruct or interfere with any drainage pattern(s) in respect 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 expressly permitted by any other provisions 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 (nor with respect to any signage affixed, attached, hung or displayed by the Declarant to, upon or within any portion of this Condominium) under any circumstances whatsoever.

f) Subject to the overriding provisions of sections 29(e), (f), (g) and (h) hereof, and save as otherwise expressly provided or contemplated 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 and except 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 areas appurtenant thereto).

Section 32 - <u>Use of the Dwelling Units</u>

(Being units 1 to 15 inclusive on level 1, units 1 to 20 inclusive on level 2, units 1 to 30 inclusive on levels 3 and 4 respectively, units 1 to 29 inclusive on levels 5 to 8 both inclusive, units 1 to 19 inclusive on levels 9 and 10 respectively, units 1 to 18 inclusive on level 11, and units 1 to 6 inclusive on levels 12 and 13 respectively)

a) Each dwelling unit shall be occupied and used only for residential purposes, in accordance with the provisions of the applicable zoning by-law(s) of the Governmental Authorities, as may be amended from time to time, and for no other purpose whatsoever, provided however that the foregoing shall not prevent or in any way restrict the Declarant from completing the building situate on the Real Property and all improvements thereto, nor shall the foregoing 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 of such dwelling units 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 (as well as natural gas service to certain outdoor terraces comprising part of the exclusive use common element areas appurtenant to various dwelling units in this Condominium, as outlined in Schedule "F" to this declaration), 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 in this Condominium shall be:

i) serviced by (and equipped with) an in-suite two-pipe fan coil unit or system [save and except for those dwelling units situate on levels 12 and 13, which will be serviced by (and equipped with) an in-suite four-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, together with either an integrated energy recovery ventilation system (ie. for those dwelling units serviced by a two-pipe fan coil system), or alternatively a separate in-suite energy recovery ventilation system (ie. for those dwelling units serviced by a four-pipe fan coil system) which will provide fresh air to each of the respective dwelling units;

ii) separately sub-metered (and correspondingly separately invoiced) for electricity service provided to the dwelling unit and its appurtenant exclusive use common elements, pursuant to a check meter, sub-meter or consumption meter appurtenant to the dwelling unit that is read by the Utility Monitor (as herein after defined), and, accordingly, the dwelling unit's consumption of electricity (including the electricity consumption relating to any exclusive use common area appurtenant to such dwelling unit) shall not comprise part of the common expenses, but rather shall be borne and paid for solely by the dwelling unit owner;

iii) separately sub-metered (and correspondingly separately invoiced) for the domestic hot water service provided to the dwelling unit and its appurtenant exclusive use common elements [which hot water service is to be provided by conventional natural gas consumption to heat the water contained within the Condominium's boiler(s), and supplemented or augmented by a solar energy water heating system (consisting of a series of solar hot water collectors or panels utilized for the purposes of supplying supplementary renewable energy to the hot water

production)], pursuant to a check meter, sub-meter or consumption meter appurtenant to the dwelling unit that is read by the Utility Monitor (as hereinafter defined), so that the cost of the consumption of hot water by the dwelling unit (and any exclusive use common element area appurtenant thereto) shall not comprise part of the common expenses, but rather shall be borne and paid for solely by the dwelling unit owner [provided, however, that the cost of cold water supplied to, and consumed by, the dwelling unit (and any exclusive use common element areas appurtenant thereto) shall comprise part of the common expenses, since the cold water consumption for the Condominium will be bulk-metered]; and

iv) separately sub-metered (and correspondingly separately invoiced) for thermal energy utilized by the dwelling unit and its appurtenant exclusive use common elements, pursuant to a check meter installed as an appurtenance to the dwelling unit's in-suite fan coil unit or system [with those dwelling units on levels 12 and 13 inclusive having 2 thermal check meters installed per fan coil unit or system], and which system measures the volume of water coursing through (and utilized by) the dwelling unit's in-suite fan coil unit(s) or system(s), as well as measuring the respective water temperatures correspondingly entering and leaving the dwelling unit's fan coil unit(s) or system(s), in order to calculate the total amount of thermal energy utilized by (or in connection with)the dwelling unit's fan coil unit(s) or system(s), so that the cost of heating and cooling each dwelling unit shall not comprise part of the common expenses, but rather shall be borne and paid for solely by the dwelling unit owner.

The Corporation will accordingly receive bulk invoices for the water, gas and electricity services utilized or consumed by all of the units and common elements as a whole, from the local water, 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, as previously indicated, in an effort to promote energy conservation in this Condominium, the Declarant has installed 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 dwelling unit owner), as well as a separate thermal check meter installed as an appurtenance to each dwelling unit's fan coil system (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 turn, the Corporation shall be obliged to retain the services of a third party contractor (hereinbefore and hereinafter referred to as the "**Utility Monitor**") to read the thermal check meter and the hot water and electricity check meters appurtenant to each of the dwelling units, on a periodic basis, 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 their respective consumption of hot water and electricity service, 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 thermal check meter and the hot water and electricity 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 for the cost of heating and cooling his or her dwelling unit, and for the cost of the hot water and electricity service so consumed), as compensation for the Utility Monitor's reading and invoicing services, plus HST or any other applicable taxes exigible in connection therewith from time to time. 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 (either by a direct visual reading or by remote electronic/computerized means, or by any other method, provided same is reasonably reliable and accurate), 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) being hereinafter referred to as each dwelling unit owner's "**Proportionate Share of Residential Utility Consumption**" or "**P.S.R.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.R.U.C. on or before the sixteenth (16th) 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.R.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 Residential Owner**") on such unpaid P.S.R.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.R.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 Residential Owner for such unpaid P.S.R.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 Residential Owner to the Corporation, and to recover same from the Defaulting Residential 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 Residential Owner's dwelling unit, as security for the payment of his or her P.S.R.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 "**Residential Utility Lien**"), and it is hereby declared and stipulated that the Residential 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 Residential 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 Residential Owner shall, for all purposes, be deemed to have consented to any such application by the Corporation.

d) Any monies received by the Corporation arising from the sale of the Defaulting Residential Owner's dwelling unit pursuant to the Corporation's enforcement of the Residential 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 Residential Owner's dwelling unit which, at law, have priority over the Residential Utility Lien;

ii) secondly, to pay or reimburse the Corporation for all costs and expenses incurred in connection with its enforcement of the Residential Utility Lien, and the ultimate sale of the Defaulting Residential 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 Residential Owner's P.S.R.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 Residential Owner's dwelling unit after the registration of the Corporation's Residential 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 Residential Owner, or to his or her heirs, estate trustees, successors or assigns.

e) The execution by the Corporation of a certificate confirming that the Corporation does, or does not, maintain or claim the Residential Utility Lien against a particular dwelling unit, pursuant to the foregoing provisions of this section, shall constitute irrefutable evidence and proof of same, and the Corporation shall be obliged to execute such a certificate forthwith upon its receipt of a written request for same from the Declarant, any prospective purchaser or mortgagee of 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

Residential Owner's dwelling unit shall, upon payment to the Corporation of the full amount secured by the Residential 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 Residential Utility Lien, the Corporation shall direct its solicitor to electronically execute and release for registration the discharge or assignment of the Residential Utility Lien to the other party's solicitor.

f) 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.

g) 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 Residential Utility Lien and the Condominium's enforcement thereof in accordance with the foregoing provisions of sections 32(c), (d), (e) and (f) of this declaration.

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 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 33 - Use of the Parking Units

(Being units 1 to 32 inclusive, units 43 and 44, and units 53 to 79 inclusive on level B, units 1 to 88 inclusive on level C, units 1 to 88 inclusive on level D, and units 1 to 24 inclusive and units 29 to 32 inclusive on level E)

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 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.

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 units 73 and 75 on level B, parking units 81 and 83 on level C, parking units 81 and 83 on level D, and parking units 30 and 32 on level E, shall constitute non-visitor handicapped parking units (hereinafter individually referred to as a "**Handicapped Parking Unit**" and collectively referred to as the "**Handicapped Parking Units**"), and same are clearly designated for handicapped parking on the description plan sheet filed concurrently herewith. Non-disabled owners and/or occupants of a 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.

Section 34 - Use of the Locker Units

(Being units 21 to 59 inclusive on level 2, units 89 to 115 inclusive on level C, units 89 to 115 on level D, and units 25 to 28 inclusive, and units 33 to 89 inclusive on level E)

Each locker unit shall be used and occupied for storage purposes (including the storage of one or more bicycles therein, if 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) 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 35 - Use of the Bicycle Storage/Locker Units

(Being units 81 to 107 both inclusive on level B)

Each bicycle storage/locker unit has been designed with two separate compartments, namely one compartment for the storage only of one or more bicycles therein and/or any related bicycle equipment, and the other compartment for the storage of any other materials or personal belongings (whether for general hobby purposes, or otherwise) that can be accommodated within the confines thereof,

and that does not (and will not) constitute a nuisance or danger to the other owners, nor to any of the other units or common elements, and that will not 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. The board may, from time to time, restrict the categories of items that may be stored or used in such bicycle storage/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 bicycle storage/locker unit(s) 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 36 - Use of the Parking/Bicycle Storage/Locker Units
(Being units 33 to 42 inclusive, and units 47 to 52 inclusive on level B)

That portion of each combined parking/bicycle storage/locker unit designed to accommodate the parking of a motor vehicle, shall be used strictly in accordance with the provisions applicable to parking units in section 33 hereof, and that portion of each combined parking/bicycle storage/locker unit designed to accommodate the storage of a bicycle or bicycle equipment shall be used strictly in accordance with the provisions applicable to bicycle storage in section 35 hereof, and that portion of each combined parking/bicycle storage/locker unit designed to accommodate the storage of any other materials or personal belongings shall be used strictly in accordance with the provisions applicable to the storage of personal belongings in section 35 hereof.

Section 37 - Use of the Parking/Bicycle Storage Units
(Being units 45 and 46, and unit 80 on level B)

That portion of each combined parking/bicycle storage unit designed to accommodate the parking of a motor vehicle shall be used strictly in accordance with the provisions applicable to parking units in section 33 hereof, and the remaining portion of each combined parking/bicycle storage unit designed to accommodate the storage of bicycles or bicycle equipment shall be used strictly in accordance with the provisions applicable to bicycle storage in section 35 hereof.

Section 38 - Use of the Communication Control Unit
(Being Unit 1 on Level 14)

a) The communication control unit situate on the rooftop comprising part of this Condominium (hereinafter referred to as the "**CCU**"), and any exclusive use common element areas appurtenant thereto, shall be used and occupied by the owner and/or tenant of such unit and/or their respective authorized agents, representatives, invitees, licensees, workmen, contractors and/or sub-contractors from time to time, for the purposes of broadcasting, distributing, transmitting, receiving and re-transmitting 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, it is hereby declared and stipulated that the owner and/or tenant of the CCU and/or their respective authorized agents, representatives, invitees, licensees, workmen, contractors and/or sub-contractors from time to time, 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 any 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 any 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 this 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 any 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 any 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) an electricity check or consumption meter measuring the electricity service utilized or consumed by the CCU. In such case, the Corporation shall cause the said check or 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 electricity check or 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 this 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 sub-contractors 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 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 39 - <u>Use of the Commercial/Retail Units</u>
(being units 16 to 21 on level 1)

The occupation and use of each of the commercial/retail units shall be in accordance with the following restrictions and stipulations:

a) Save as hereinafter otherwise expressly provided to the contrary, each of the commercial/retail units shall be used and occupied only for commercial/retail purposes (such as a store, a restaurant, a coffee shop, or an office for any business and/or professional use) in conformity with the applicable site-specific zoning by-law and building by-laws and regulations of the Governmental Authorities (with such zoning and building by-laws, as amended or varied from time to time, being hereinafter collectively referred to as the "**Applicable Zoning By-laws**"); provided however that the foregoing shall not restrict or prevent the Declarant from completing the building situate on the Real Property and all improvements thereto, and maintaining some or all of the commercial/retail units as models for display, sale and/or leasing purposes, and maintaining construction or customer-service offices, displays and signs therein, pursuant to the Declarant's ongoing marketing/sales/construction/customer-service programs in respect of this Condominium, at such locations and having such dimensions as the Declarant may determine in its sole, unfettered and unchallenged discretion, until such time as all of the dwelling units and commercial/retail units in this Condominium (or such lesser number as the Declarant may determine in its sole, unfettered and unchallenged discretion) have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof.

b) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby expressly declared and stipulated that under no circumstances shall any owner be permitted to use (or allow any other party to use) his or her commercial/retail unit (or any portion thereof) for any of the following uses or purposes, namely:

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i) any use involving or requiring the consumption, storage, manufacture or utilization of any toxic waste or contaminant;

ii) any purpose (or in any manner) which would likely constitute a nuisance to (or otherwise interfere with) the other unit owners or occupants in this Condominium, or the owners or occupants of any building(s) adjacent to the Real Property, by reason of the creation or emission from such owner's commercial/retail unit of vibrations, odours, gases, smoke, noise, extremely bright lights, fumes, cinders, soot, waste or otherwise;

iii) the administration of any treatment, procedure and/or use determined to be obnoxious, offensive or dangerous (whether actually or potentially) by the Declarant or the board of directors of this Condominium (acting reasonably), nor for any use or purpose which may contravene the Applicable Zoning By-laws;

iv) any use or purpose which, in the reasonable opinion of the board, is incompatible with the residential nature of the balance of this Condominium (and the possible presence of children within this Condominium or in the neighbouring vicinity thereof), such as an adult entertainment or x-rated video/dvd store or business, at which is offered services, entertainment or items appealing to (or designed to appeal to) erotic or sexual appetites or inclinations, or any other use or purpose that is similar or analogous thereto, regardless of whether same is otherwise lawfully permitted by the Applicable Zoning By-Laws;

v) an abortuary, a drug addiction treatment centre or a drug rehabilitation clinic, and/or any other use that may potentially create a bio-hazard, or that may likely cause the insurance premiums of the Condominium to increase substantially beyond that which would otherwise be ordinarily attributable to the commercial/retail uses allowed under the Applicable Zoning By-Laws, or which may likely pose a greater degree of risk, nuisance or danger to the residents and occupants of this Condominium than would otherwise be ordinarily attributable to any general retail or office use allowed under the Applicable Zoning By-laws, as determined by the Declarant or the board of directors of this Condominium (acting reasonably), regardless of whether same is otherwise lawfully permitted by the Applicable Zoning By-Laws; and

vi) any uses ancillary or accessory to any of the foregoing prohibited uses and/or purposes.

c) Each commercial/retail unit owner shall, at such owner's sole cost and expense, be solely responsible for:

i) determining and satisfying himself or herself as to whether his or her commercial/retail unit may be lawfully or properly used for such owner's intended use; and

ii) obtaining an occupancy permit (or such other occupancy authorization or approval issued or granted by the Governmental Authorities), and any other consents or permissions to any use proposed to be made of such owner's commercial/retail unit, as required by the Governmental Authorities pursuant to any applicable legislation, by-law, rule or regulation.

d) Each owner of a commercial/retail unit shall be entitled to place, install, affix, attach, hang and/or display one sign (or one piece of advertising material) within the interior of such owner's commercial/retail unit (whether affixed to the interior side of any window, glass door or otherwise) that is (or will be) visible from the exterior of the unit, and that promotes or relates to such owner or the business or service(s) lawfully being carried on (or intended to be carried on) within the confines of such owner's commercial/retail unit, provided that the size, design, graphics, colour, composition, text and location thereof has first been approved by the Declarant or the Corporation, which approval shall not be unreasonably withheld or delayed, and provided further that any such interior sign or advertising material otherwise complies in all respects with the provisions of the Applicable Zoning By-laws. Any such interior sign or advertising material so permitted or approved, shall be erected, affixed, maintained, repaired and insured at the sole cost, risk and expense of the commercial/retail unit owner so desiring to install or affix same.

e) Each owner of a commercial/retail unit shall be entitled to place or affix such owner's desired exterior signage or advertizing material to (or within) the designated space allocated to such owner by the Declarant or the Corporation within the sign band installed by the Declarant between (and affixed to) the precast concrete columns situate just beyond the boundaries of the respective commercial/retail units, or affixed to the exterior window wall just above the entry doors to the respective commercial/retail units (hereinafter collectively referred to as the "**Sign Band/Canopy**"), provided that all such exterior signage and/or advertising material so desired to be installed within or affixed to the Sign Band/Canopy (in terms of size, design, graphics, colour, composition and text) have first been approved by the Declarant or the Corporation, and otherwise comply in all respects with the provisions of the Applicable Zoning By-laws. In order to obtain the approval of the Declarant or the Corporation to any proposed exterior signage or advertising material, the commercial/retail unit owner desiring to install or affix same shall submit all drawings, plans and specifications of his or her desired signage or advertising material to the Declarant or the Corporation, which shall clearly indicate the size, design, lettering, text, font, graphics, colours, materials, finish and composition thereof, as well as the proposed manner of affixation. In addition, each owner of a commercial/retail unit desiring to erect or install any exterior sign or advertising material shall be obliged to obtain any

required sign permit from the City of Toronto's building department, at such owner's sole cost and expense, before any installation or affixation of same occurs, and any such sign or advertising material so permitted or approved shall correspondingly be installed, affixed, maintained, repaired and insured at such owner's sole cost, risk and expense.

f) Notwithstanding any provision contained in this declaration or in any bylaws or rules hereafter passed or enacted to the contrary, each owner of a commercial/retail unit shall be responsible for connecting his or her unit to the Condominium's servicing and utilities systems, and to the public or local utility authority's systems (and shall also be responsible for any changes made to the servicing systems with respect to his or her unit, implemented from time to time), all at such owner's sole cost, risk and expense, subject however to the following overriding provisions, namely:

i) the commercial/retail unit owner shall first submit detailed plans, drawings and specifications to both the board and the Declarant (for their information only), outlining the unit's servicing requirements (and/or changes thereto) and the desired outlets for such unit;

ii) the consulting engineer that is retained by the commercial/retail unit owner to implement the aforementioned servicing plans shall then certify to the Corporation and to the Declarant that the plans and specifications so submitted are in conformity with the Ontario Building Code and the Electrical Code (or any similar legislation governing electrical wiring, installations and/or connections) if applicable, and the public or local utility authority's requirements, and in accordance with the schedule of tolerances (or maximum consumption capacities) pertaining to the various utilities provided to the Condominium, as specified or outlined by the architect and/or engineer which had been retained by the Declarant in connection with the overall servicing, design and operation of the Condominium, in order to ensure that the Condominium's overall water, hydro-electricity and/or sanitary sewer consumption or usage does not exceed permitted or acceptable levels (so as to avoid power blackouts, water shortages, etc.);

iii) the cost of implementing the physical hook-up work, and procuring all requisite permits, licenses and approvals as are required in accordance with the Applicable Zoning By-laws, the public or local utility authority's guidelines or requirements, and the Ontario Building Code and the Electrical Code (or any similar legislation governing electrical wiring, installations and/or connections) if applicable, shall be borne by the owner of the subject commercial/retail unit, along with the cost of procuring adequate liability insurance to cover any potential claim(s) for loss and/or damage to persons and/or property occasioned by the negligent hook-up or installation of any services to the unit (with coverage not less than two million dollars per occurrence), and a certified copy of said policy (naming both the Declarant, while it owns any unit in this Condominium, and the Corporation, as co-insureds) shall be submitted to the board and the Declarant (along with evidence that the annual premium(s) for such insurance coverage has been paid by such unit owner) prior to the commencement of any such work;

iv) the Corporation shall, forthwith upon demand, provide the commercial/retail unit owner with copies of all relevant plans, drawings and specifications of the Condominium which are in the board's possession or control (ie. pertaining to the Condominium's heating/cooling, lighting, electrical, mechanical, plumbing and servicing systems, etc.), in order to assist such owner's consultants to determine the safest and most expeditious manner of connecting the said unit to the Condominium's various servicing systems; and

v) the Corporation shall ensure that no actions or steps are taken by or on behalf of any other owner, resident or occupant within this Condominium, or by anyone else, which would limit, restrict or interfere with the commercial/retail unit owner's access to, and egress from, his or her unit, and all non-exclusive use common element areas on level 1 and level A respectively, at all reasonable times, in order to allow such owner (and such owner's tenants and duly authorized employees, agents, representatives and/or contractors) to carry out and complete all requisite servicing work as hereinbefore provided or contemplated.

g) Notwithstanding any provision contained in this declaration or in any bylaws or rules hereafter passed or enacted to the contrary [and subject to compliance with the provisions of sub-section 39(h) below], each owner of a commercial/retail unit shall, at his or her sole cost, risk and expense, be entitled to affix, attach, install, replace, pierce, puncture, or protrude onto any part of his or her unit, and/or implement and complete any Minor Installations upon or within any part of his or her commercial/retail unit, as well as those portions of the common element areas located on (or immediately adjacent to) level A and/or level 1 which contain any pipes, wires, cables or conduits that lead to (and exclusively service) his or her commercial/retail unit, all without having to obtain the consent of the board or any other unit owner(s) thereto, in order to carry out or implement any of the following, namely:

i) to install, alter, repair or replace any servicing equipment, fixture or system which services (or is intended to service) his or her commercial/retail unit exclusively, including without limitation, any air-conditioning system, refrigeration system, heating system, plumbing system, sewage or drainage system, electrical system, mechanical system, lighting system, ecology or air filtration/ventilation system, fire alarm or fire prevention system, sound insulation or heat insulation system, sprinkler system, security system and/or loading or storage system;

ii) to alter the configuration of any non-load bearing wall(s) situate within the commercial/retail unit, and/or to perform any Commercial Partition Removal;

iii) to erect, replace, cover or re-cover any partition wall(s) or interior glass panel(s)/window(s), and/or rear door(s) situate within (or leading into) any such commercial/retail unit, together with all glass, plastic or other material(s) enclosing said unit (or contained therein) which constitutes part of said unit; and

iv) to install, alter, remove or replace any floor covering, wall covering, ceiling covering, light fixture(s), and/or other similar finishings or installations within the subject commercial/retail unit, and generally to implement and carry out all similar improvements to or renovations of the said unit which the owner wishes to make, in order to assist such owner in the operation or conduct of his or her commercial/retail business, or any other activity lawfully carried out (or intended to be carried out) therefrom.

h) Prior to the commencement of any of the work described or contemplated in the preceding subparagraph 39(g) hereof, the commercial/retail unit owner intending to implement or carry out such work shall comply with the following, namely:

i) provide copies of all plans, drawings and specifications prepared by the commercial/retail unit owner's architect or engineer to both the Declarant and the board, showing in reasonable detail, the proposed installation, removal and/or alteration work, accompanied by a certificate from said architect or engineer confirming to both the Declarant and the board that such work will not unduly disturb, interrupt or interfere with (nor damage) any of the equipment or services that provide power or any utility services to any portion of the common elements, or to any dwelling unit, or to any other commercial/retail unit, or to the commercial service areas, and further confirming that such work complies with the provisions of the Applicable Zoning By-laws, and the Ontario Building Code and the Electrical Code (or any similar legislation governing electrical wiring, installations and/or connections, if applicable); and

ii) ensure that any work or construction activity is carried out only between the hours of 8:00 a.m. to 6:00 p.m - Monday through Saturday (thereby excluding Sundays and statutory holidays), and establish and implement reasonable measures to ensure that any noise, vibration or interference likely to be caused to any other owner or owners (and to their respective residents, tenants, invitees and/or licensees) is minimized to a reasonable extent, and thereafter implement such measures throughout the course of undertaking and completing such work;

i) Any work or construction activity contemplated by the provisions of sub-section 39(g) hereof, which is carried out by an owner of a commercial/retail unit in accordance with the provisions of sub-section 39(h) hereof, shall not be considered or construed, under any circumstances, to constitute a substantial addition, alteration, improvement to or renovation of the common elements, within the meaning or context of subsections 97(4), (5) and (6) of the Act.

j) Notwithstanding anything contained in this declaration or in any by-laws or rules hereafter passed or enacted to the contrary, each owner of a commercial/retail unit shall, in addition to his or her proportionate share of the common expenses more particularly set out in **Schedule "D"** annexed hereto, pay and be solely responsible for the following, namely:

i) the cost of all water, thermal energy and electricity services utilized or consumed by his or her commercial/retail unit and any exclusive use common element areas appurtenant thereto [including the cost, on a per unit basis, of having the respective water, thermal energy and electricity meters or consumption meters appurtenant to each owner's commercial/retail unit read on a periodic basis, and having periodic invoices issued, and correspondingly having all monies owing thereunder (or in connection therewith) from time to time duly collected and accounted for], together with the cost of heating, cooling and/or air-conditioning the commercial/retail unit, and all costs associated with the handling, storage and removal of any garbage produced or emanating from the use or business being conducted from or within the commercial/retail unit;

ii) the cost of maintaining and repairing all windows and doors contained within (or leading directly into) his or her unit, and all glass, plastic and other materials enclosing said unit (or contained therein) which constitutes part of such unit, including without limitation, the cost of cleaning and replacing (as and when necessary or desired) any signage or advertising material affixed to the interior of said unit with the permission or approval of the Declarant or the Corporation, as well as all approved exterior signage placed or affixed within the space designated for such unit within the Sign Band/Canopy (but excluding the Sign Band/Canopy itself, which shall comprise part of the common elements and shall be maintained and repaired exclusively by the Corporation), as well as all plate glass windows and doors situate within (or leading into) his or her unit, together with the cost of insuring all such plate glass windows, doors and signs;

iii) the cost of maintaining and repairing all mechanical, electrical, lighting, heating, cooling, refrigeration and plumbing equipment, fixtures and systems, and all appurtenances thereto, which provide power and/or any other service exclusively to his or her commercial/retail unit, including without limitation, any sewage or drainage system, ecology or air filtration/ventilation system, fire alarm or fire prevention system, sound insulation system, heat insulation system, sprinkler system, security system and/or loading or storage system, regardless of whether such equipment, fixtures and/or systems lie within (or beyond) the boundaries of such unit, as monumented in **Schedule "C"** of this declaration (and as further described in section 5 of this declaration); and

iv) the cost of engaging a private waste disposal firm to remove, as and when reasonably required, garbage or waste from his or her commercial/retail unit, as well as any costs to be borne by such owner in having to purchase or rent the appropriate number and type of garbage bins in order to properly store or load the garbage emanating from his or her unit, if applicable, based on the type and amount of such garbage.

The foregoing is not intended to constitute a complete or exhaustive list of those costs or expenses for which a commercial/retail unit owner shall be directly responsible, and is not intended to restrict or limit (in any manner) the various costs or expenses for which such an owner will be directly responsible pursuant to the Act, or any other provision(s) of this declaration.

k) The Declarant has installed separate check or consumption meters for water and electricity service appurtenant to each of the commercial/retail units (for the purposes of measuring and gauging the cold water and electricity service consumed by each commercial/retail unit, and any exclusive use common element areas appurtenant thereto), as well as separate thermal check meters installed as an appurtenance to each commercial/retail unit's four-pipe fan coil system (for the purpose of measuring and gauging the amount of thermal energy utilized to heat and cool each of the commercial/retail units, and any exclusive use common element areas appurtenant thereto, and the corresponding cost of same relative to each of the commercial/retail units). Consequently, the cost of each commercial/retail unit owner's water, thermal energy and electricity consumption shall not comprise part of the common expenses, but rather shall be borne and paid for by each commercial/retail unit owner, based on periodic invoices issued from time to time by the Utility Monitor, pursuant to the periodic reading of the respective water, thermal energy and electricity check meters appurtenant to each of the commercial/retail units undertaken from time to time by the Utility Monitor. The Corporation will accordingly receive bulk invoices for water, natural gas and electricity service utilized or consumed from the local water, natural gas and electricity authorities or providers, pursuant to readings taken by such authorities on a bulk meter basis (hereinbefore and hereinafter collectively 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. Forthwith following the Corporation's receipt of the Bulk Utility Bills from time to time, the Corporation shall cause the Utility Monitor to read the check meters for water, thermal energy and electricity appurtenant to each of the commercial/retail units, and to thereafter issue and submit its own separate invoice(s) to each of the commercial/retail unit owners, reflecting the cost of the water, thermal energy and electricity service so consumed by each commercial/retail unit and any exclusive use common element areas respectively appurtenant thereto [with the cost of such water, thermal energy and electricity consumption so attributable to each of the commercial/retail units (and to any exclusive use common element areas respectively appurtenant thereto) being hereinafter collectively referred to as each commercial/retail unit owner's "**Proportionate Share of Utility Consumption**" or "**P.S.U.C.**"]. Each commercial/retail unit owner shall be obliged to pay to the Utility Monitor (as agent for and on behalf of the Corporation) his or her P.S.U.C. on or before the sixteenth (16th) day following receipt of an invoice for same from the Utility Monitor (hereinafter referred to as the "**Commercial Utility Due Date**"). In the event that any owner of a commercial/retail unit fails to pay 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 Commercial Owner**") on such unpaid P.S.U.C. amount, and on all costs and expenses incurred by the Corporation or the Utility Monitor (as agent for the Corporation) in collecting (or attempting to collect) same, including all legal expenses incurred by the Corporation of the Utility Monitor 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 the Commercial Utility Due Date, and with interest on all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from the respective dates that the Corporation or the Utility Monitor 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 Commercial 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 Commercial Owner to the Corporation and to recover same from the Defaulting Commercial 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 Commercial Owner's commercial/retail 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 in collecting (or attempting to collect) same, together with all outstanding interest accruing thereon as aforesaid (hereinafter referred to as the "**Commercial Utility Lien**"), and it is hereby declared and stipulated that the Commercial 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 said lien) to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same, and the Defaulting Commercial Owner shall, for all purposes, be deemed to have consented to any such application by the Corporation.

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

i) firstly, to pay and fully satisfy all encumbrances registered against the commercial/retail unit which at law have priority over the Commercial Utility Lien, if any;

ii) secondly, to pay or reimburse the Corporation for all costs and expenses incurred in connection with its enforcement of the Commercial Utility Lien, and the ultimate sale of the Defaulting Commercial Owner's commercial/retail 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 commercial/retail unit;

iii) thirdly, to pay or reimburse the Corporation for (or in respect of) the Defaulting Commercial 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 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 Commercial Owner's commercial/retail unit), 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 Commercial Owner, or to his or her heirs, estate trustees, successors and assigns.

The execution by the Corporation of a certificate confirming that the Corporation does, or does not, maintain or claim a Commercial Utility Lien against a particular commercial/retail unit, pursuant to the foregoing provisions of this section, shall constitute irrefutable evidence and proof of same, and the Corporation shall be obliged to execute such a certificate forthwith upon its receipt of a written request for same from the Declarant, any prospective purchaser or mortgagee of any such commercial/retail 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 Commercial Owner's commercial/retail unit shall, upon payment to the Corporation of the full amount secured by the Commercial 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 Commercial Utility Lien, the Corporation shall direct its solicitor to electronically execute and release for registration the discharge or assignment of the Commercial Utility Lien to the other party's solicitor.

m) In light of the fact that the Corporation shall retain the services of the Utility Monitor to read the individual check or consumption meters for water, electricity and thermal energy appurtenant to each of the commercial/retail units, and to correspondingly issue invoices to each of the respective commercial/retail unit owners for the cost of their respective consumption of water, electricity and thermal energy, determined in accordance with the aforementioned meter or sub-meter readings, and in order to facilitate the payment of such invoices, each of the commercial/retail 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. The Utility Monitor may also require a deposit from each

commercial/retail unit owner (payable in advance of the Utility Monitor undertaking any of its contracted services) not exceeding the estimated cost of the water, electricity and thermal energy consumption attributable to such owner's commercial/retail unit for a 3 month period, based on the Utility Monitor's reasonable estimate of same, utilizing prevailing commercial water, electricity and thermal energy consumption standards in the industry. 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 for water, electricity and thermal energy appurtenant to each of the commercial/retail 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 commercial/retail unit owners (incorporated as part of each commercial/retail unit owner's respective periodic invoice for the cost of the water, electricity and thermal energy services so consumed), 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.

n) 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 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 commercial/retail 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 commercial/retail 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 Commercial Utility Lien and the Condominium's enforcement thereof in accordance with the foregoing provisions of this declaration.

o) 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 the Corporation and its authorized workmen, agents, representatives and/or contractors shall be entitled to gain reasonable access to (and through) each of the commercial/retail units (including any access doors located within any wall(s), floor(s) or ceiling(s) of such units) during those hours of any day when the commercial/retail units are not ordinarily open for business to the general public, or alternatively when said commercial/retail unis are generally the least busy from an ongoing business perspective (or generally has the fewest amount of customers present), on at least 48 hours prior written notice to the intended or affected unit owner(s) [with no such notice being required in the case of an emergency], for the purposes of maintaining, repairing, re-locating, replacing and/or servicing any clean-out valve(s), plumbing stack(s), shut-off valve(s), electrical and/or mechanical switching mechanism(s), and all other utility, mechanical, electrical, plumbing and/or sewage equipment, installations and/or systems, and any appurtenances thereto, which are situate within any of the commercial/retail units but which service or benefit any other unit(s) and/or the common elements, or any portion thereof. The Corporation shall be obliged to forthwith reimburse (and shall at all times indemnify and save harmless) each owner of a commercial/retail unit who has suffered or incurred any loss or damage to his or her unit (and/or to any goods, chattels, fixtures or equipment situate therein) as a result of the Corporation's exercise of the foregoing right of entry (or incurred as a result of the Corporation's failure to properly or adequately maintain, repair, re-locate, replace and/or service the foregoing equipment, installations and/or systems), including without limitation, any loss of revenue occasioned by the interruption of any business operated from any such commercial/retail unit, as a consequence of the Corporation's exercise of the foregoing right of entry.

p) Notwithstanding any provision 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 the Declarant, and each of the owners of any of the commercial/retail units, shall be entitled to remove all or any portion of any non-load bearing partition or demising wall that separates two adjoining

commercial/retail units, and which comprises part of any such unit(s), as monumented in **Schedule "C"** annexed hereto (hereinbefore and hereinafter referred to as the "**Commercial Partition Removal**"), provided such adjoining units are owned by the same party or parties, all without having to obtain the consent of the board or any other unit owner(s) thereto, provided however that such removal or alteration work complies with the provisions of section 29 (e), (f) and (g) hereof, and with all applicable by-laws and regulations of the Governmental Authorities. Notwithstanding any Commercial Partition Removal as aforesaid, the adjoining units affected thereby shall still constitute two separate commercial/retail units, as illustrated in the description plan filed concurrently herewith, and all obligations of the owner of the said two adjoining commercial/retail units [whether arising under the Act, this declaration, the by-laws or the rules of this Condominium (or any agreement(s) authorized by any by-law)] shall remain unchanged. Where any partition or demising wall has been so removed, the owner of the two adjoining commercial/retail units may thereafter resurrect or reconstruct said wall, without having to obtain the prior consent of the board or any other unit owner(s) thereto, provided such re-construction work complies with the original specifications with respect thereto, and with all applicable by-laws and regulations of the Governmental Authorities, and provided further that said partition or demising wall is erected in the exact same location as originally constructed by the Declarant, as illustrated and delineated in the description plan filed concurrently herewith, and with the final siting and relocation of such wall to be certified to the board by an accredited Ontario Land Surveyor, all without any cost, charge or expense to the Corporation whatsoever.

q) In order to prevent the in-suite sprinkler system installed within each commercial/retail unit from freezing, and thereby damaging any pipes or other ancillary equipment, each owner of a commercial/retail unit shall be obliged at all times to provide and maintain a minimum level of heat within the commercial/retail unit, to a standard or degree acceptable to the Declarant or the Corporation, so as to ensure:

i) that any water flowing through the in-suite sprinkler system does not freeze and correspondingly damage any pipes; and

ii) that those areas within this Condominium that are situate above, beside or beneath any commercial/retail unit are not unduly affected by cold temperatures emanating from such an unheated or poorly heated commercial/retail unit.

r) Each commercial/retail unit owner having the exclusive use of an outdoor patio area appurtenant to (or allocated to) his or her commercial/retail unit pursuant to the provisions of Schedule "F" to this declaration (if applicable), shall be entitled to use such outdoor patio area (as well as any adjacent public sidewalk area, for which a license to use same, and to temporarily encroach upon same, has been obtained from the City of Toronto by the affected commercial/retail unit owner, at said owner's sole cost and expense) for the temporary display of goods that are sold within the confines of the commercial/retail unit to which it is appurtenant, and/or for the temporary placement of tables and chairs thereon for the use of the patrons of the commercial/retail unit to which it is appurtenant, provided that the affected commercial/retail unit owner has first obtained (at such owner's sole cost and expense) all requisite licenses, permits and/or approvals thereto from the City of Toronto (and from any other relevant Governmental Authorities, as applicable), but in no case shall anything be permanently affixed to (nor permanently placed within the confines of) such outdoor patio area, or said adjacent public sidewalk area, other than an exterior railing installed along the perimeter of any outdoor patio area with the prior approval of the City of Toronto thereto.

Section 40 - <u>Use of the Commercial/Retail Garbage Room Unit</u>
(Being unit 1 on level A)

a) The commercial/retail garbage room unit shall only be used for the purpose of the temporary storage and/or recycling of garbage emanating solely and exclusively from the commercial/retail units, and containing only the garbage bins of the owners and/or tenants of the respective commercial/retail units. Each of the commercial/retail unit owners will be required to transport the garbage and refuse from their respective commercial/retail units, to the commercial/retail garbage room unit, via the Condominium's service or freight elevator that services the commercial/retail units exclusively. Access to the commercial/retail garbage room unit shall be restricted to the Declarant and the Corporation, and to their respective authorized agents, workmen or representatives, and to the respective owners and tenants of each of the commercial/retail units and their respective authorized agents, workmen or representatives.

b) Since there is no municipal garbage pick-up service for the garbage emanating from the commercial/retail component of this Condominium, each of the commercial/retail unit owners shall be responsible for retaining, at their sole cost and expense, one or more private garbage pick-up firms to provide all required garbage collection and removal services for the garbage

and refuse emanating from their respective commercial/retail unit, and shall co-ordinate the scheduling of all garbage pick-up and removal services in conjunction with (and with the prior approval of) the Condominium's property manager, including the timing and frequency of the transportation of such commercial/retail unit owner's garbage, by the Condominium's part-time or non-resident superintendent, from the commercial/retail garbage room unit to the designated exterior commercial garbage pad situate on level 1.

c) Each commercial/retail unit owner shall pay, and be solely responsible for, the cost of collecting, recycling and/or disposing of the garbage emanating from his or her commercial/retail unit, including the cost of acquiring or leasing 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 unit owner's garbage and refuse, based on the type and amount of such garbage, in addition to the common expenses attributable to such owner's commercial/retail unit.

d) On designated garbage collection and pick-up days only, the commercial/retail garbage container bins will be moved between the commercial/retail garbage room unit, to the designated reinforced exterior concrete pad that will accommodate the garbage bins from the commercial/retail component of this Condominium.

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

Section 41 - Temporary Model Suites

At the time of registration, several unsold dwelling units, commercial/retail units, parking units and/or locker units in this Condominium may be used as temporary model suites for marketing, leasing and/or sales purposes, and 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. The Declarant shall be 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 and commercial/retail units in this Condominium (or such lesser number as the Declarant may determine in its sole, unfettered and unchallenged discretion) have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof.

PART 6 - LEASING OF UNITS

Section 42 - 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 unit 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) In addition to the foregoing requirements, no owner, other than the Declarant, shall lease his or her commercial/retail unit 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 both myself, and my employees and agents, and our respective invitees, licensees and customers from time to time, shall, in using and occupying the commercial/retail unit rented by me and the common elements for the purposes of operating a _____ business or office, comply with the Condominium Act 1998, S.O. 1998, as amended, and in doing so, I further acknowledge and agree that:

i) I will be subject to the same duties imposed by the Condominium Act, 1998, S.O. 1998, as amended, the declaration, by-laws and rules of the condominium corporation as if I were the owner of the commercial/retail unit, except for the payment of common expenses, unless such payment is required by the Condominium Act, 1998, S.O. 1998, as amended or the declaration of the condominium corporation; and

ii) that neither I, nor any of my agents, employees, invitees, licensees or customers shall have any right of access to, nor any use or enjoyment of, the main lobby and any washroom facilities situate on level 1 or A (unless accessing the lobby solely for the purposes of visiting the management office), nor any portion of the Recreation Centre situate on level 1 and/or level A (nor any portion of the outdoor landscaped amenity area located on level 14), nor to any of the equipment, facilities or amenities contained within the Recreation Centre (or any portion thereof), from time to time whatsoever, nor to any other portion of the common elements situate above level 1 (including being prohibited from using any of the Condominium's elevators above level 1), nor to any portion of the common elements reserved for the exclusive use of any of the dwelling units and/or the communication control unit, wheresoever situate within this Condominium, save and except for all outdoor and indoor walkways, corridors, stairwells and ramps within this Condominium which lead to:

A. the commercial/retail units, the Commercial Corridor and the commercial/retail garbage room unit on level A, together with any fire exit stairwells and corridors (wheresoever situate) for emergency egress purposes;

B. the commercial service areas on level 1 and/or level A (including the service elevator that will be used and accessed exclusively by the Condominium's authorized representatives and service personnel, and by the respective owners and tenants of the commercial/retail units and their respective authorized agents, workmen and/or representatives), as well as the bicycle storage area on level 1 for the exclusive use of the owners, tenants and/or occupants of the respective commercial/retail units, and any parking units, locker units, parking/bicycle storage/locker *units and/or parking/bicycle storage units on level(s) B, C, D or E which may be owned or leased by any of the commercial/retail unit owners;*

C. the heating and cooling units or systems (together with the air-conditioning compressors and/or condensers), and all appurtenant heating and/or cooling equipment, fixtures, installations and/or systems servicing any of the commercial/retail units, which equipment, fixtures, installations and/or systems are located on level 1 and/or level A;

D. those areas on level 1 or level A of the Condominium which contain or house the water, electricity and/or gas meters or consumption meters appurtenant to each of the commercial/retail units, together with all switch gears, breaker panels and other electrical equipment and appurtenances thereto, utilized in connection with the operation or servicing of the commercial/retail units (or any portion thereof); and

E. the Condominium's mechanical, electrical and/or telephone or telecom room(s), utilized in connection with the operation or servicing of the commercial/retail units (or any portion thereof);

subject however to such reasonable and customary restrictions on access thereto as may be implemented by the security personnel retained by or on behalf of the Corporation.

e) The provisions set forth in sections 42 (a), (b) and (c) above 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.

f) The provisions set forth in section 42 (d) above pertaining to any tenancy of any commercial/retail 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 commercial/retail unit in this Condominium.

Section 43 - <u>Tenant's Liability</u>

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 44 - 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 45 - Maintenance and Repairs to the Units

a) Save as otherwise specifically provided in this declaration to the contrary, 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:

   i) a fireplace installed by the Declarant as part of his or her dwelling unit, shall be responsible for the maintenance and repair of the fireplace, provided however that in those circumstances where a gas-powered fireplace has been installed, the Corporation shall be responsible only for the maintenance and repair of the exhaust pipe appurtenant to such gas-powered fireplace; and

   ii) one or more glass or plastic skylights installed by the Declarant as part of his or her dwelling unit, shall be responsible for cleaning the underside of the skylight(s), 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) any such skylight(s), 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 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 45(h) and section 53 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. In addition to the foregoing, each of the owners of the dwelling units who have an integrated energy recovery ventilation system (or alternatively a separate in-suite energy recovery ventilation system) installed by the Declarant within their respective dwelling units, shall also be responsible for the cost of maintaining and repairing same (including all fans, coils, valves, vents, controls etc., and all equipment appurtenant thereto) comprising

all or part of the energy recovery ventilation system servicing his or her dwelling unit (irrespective of whether same is installed or located within or beyond the boundaries of the dwelling unit, as more particularly 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.

e) Each owner of a commercial/retail unit shall be solely responsible for:

i) the cost of all water, electricity an thermal energy utilized or consumed by his or her unit (pursuant to the bills or invoices received directly from the Corporation or the Utility Monitor, pursuant to the respective water, electricity and thermal check or consumption meters appurtenant to each commercial/retail unit), as well as the cost of heating, cooling and/or air-conditioning such owner's commercial/retail unit;

ii) the cleaning, maintenance and repair of all windows and doors contained within (or leading into) his or her commercial/retail unit, and all glass, plastic and other materials enclosing said unit (in whole or in part), including without limitation, the cost of cleaning and replacing (as and when necessary or desired by such owner) the sign placed or affixed to the interior of said unit with the permission of the Declarant or the Corporation, and all exterior signage placed or affixed within the space designated for such unit within the Sign Band/Canopy, as well as all plate glass windows and doors situate within (or leading into) his or her commercial/retail unit, together with the cost of insuring all such plate glass windows, doors and signs; and

iii) the cost of maintaining and repairing all mechanical, electrical, lighting, heating, cooling, refrigeration and plumbing equipment, fixtures and systems, and all appurtenances thereto, which provide power and/or any other service exclusively to his or her commercial/retail unit, including without limitation, any applicable sewage or drainage system, ecology or air filtration/ventilation system, fire alarm or fire prevention system, sound insulation system, heat insulation system, sprinkler system, security system and/or loading or storage system that exclusively benefits or services such owner's commercial/retail unit, regardless of whether such equipment, fixtures and/or systems lie within (or beyond) the boundaries of such unit, as monumented in Schedule "C" of this declaration (and as further described in section 5 of this declaration).

f) The Corporation shall maintain and repair the commercial/retail garbage room unit, as well as the communication control unit (and any exclusive use common element areas appurtenant thereto), including without limitation, any concrete floor slab and/or ceiling slab encompassed within the boundaries of the communication control unit, and any mechanical, electrical, plumbing, heating and/or cooling equipment (excluding however the CCU Equipment, and all appurtenances thereto) which may be situate within the confines or boundaries of the communication control unit and which are (or may be) used in connection with the operation, servicing, maintenance and/or repair of this Condominium (or any portion thereof), and expressly including the roof slab and any waterproof membrane on, above or within the roof, as well as the ballast, any parapet walls, any cladding, wooden and/or concrete catwalks, mechanical rooms, stairwell enclosures, and any other structural elements and roof surface treatments situate within the boundaries of the communication control unit and/or any exclusive use common element areas appurtenant thereto. The Corporation shall cause all maintenance and repair work to:

i) the commercial/retail garbage room unit to be performed or carried out in such a manner as will produce or cause the least amount of interference with the use of (and/or benefit from) such unit, by the respective owners of the commercial/retail units, and/or their respective agents, tenants, invitees, licensees, contractors and/or sub-contractors; and

ii) the communication control unit to be performed or carried out in such a manner as will produce or cause the least amount of interference with the use and/or enjoyment of the communication control unit by the owner of such unit, and/or his or her agents, tenants, invitees, licensees, contractors and/or sub-contractors.

Notwithstanding the foregoing, the owner of the communication control unit shall be obliged to reimburse the Corporation for all reasonable costs incurred in repairing any portion of the communication control unit (and the exclusive use common element areas appurtenant thereto) which are necessitated solely by the installation and/or operation of the CCU Equipment (and not by reason of the Corporation's failure to properly maintain and repair the communication control unit as would a prudent owner of same).

g) Notwithstanding anything hereinbefore provided to the contrary, it is hereby declared and stipulated that each unit 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.

h) 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).

i) 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.

j) 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 46 - <u>Maintenance and Repairs to Common Elements</u>

a) Save as otherwise specifically provided elsewhere in this declaration to the contrary, the Corporation shall be obliged to maintain, and repair after damage, the common elements [including without limitation, the Public Walkway, the Sign Band/Canopy, the Public Art, and the Recreation Centre (and all recreational amenities, services, equipment and facilities situate therein or operated therefrom), and any exterior water fountain or water feature comprising part of the outdoor landscaped area of this Condominium], but excluding any improvements to (and/or any facilities, equipment, services and/or amenities installed by any unit owner upon or within) any common element area designated for the exclusive use of any particular unit 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 and driveways shall include the clearing of snow, ice and debris therefrom;

iii) all exterior perimeter fences or decorative walls erected by the Declarant along the boundaries of the Real Property (or any portion thereof), if applicable; 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 [except for the maintenance and repair of the exterior surfaces of windows within any of the commercial/retail units, the responsibility for which shall reside solely with the affected commercial/retail unit owner(s), and except for the maintenance of the exterior surfaces of windows within any dwelling units that are accessible by balconies, patios or terraces, in respect of which the responsibility for maintenance only, but not for repairs, shall reside solely with the affected dwelling unit owner(s)].

c) Notwithstanding anything provided in the preceding sections 46 (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 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 balcony, patio or terrace area appurtenant to the 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 terrace area appurtenant to his or her dwelling unit from placing, within the confines of such 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 dwelling unit owner 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 sub-section 46(c)(vii) hereof, be responsible for the maintenance and repair of the 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) each commercial/retail unit owner having the exclusive use of an outdoor patio area appurtenant to (or allocated to) his or her commercial/retail unit pursuant to the provisions of Schedule "F" to this declaration (if applicable), shall be responsible for the cleaning, sweeping and general maintenance thereof, and such outdoor patio area (as well as any adjacent public sidewalk area, for which a license to use same, and to temporarily encroach upon same, has been obtained from the City of Toronto by the affected commercial/retail unit owner, at said owner's sole cost and expense) may be used for the temporary display of goods sold within the confines of the commercial/retail unit to which it is appurtenant, and/or for the temporary placement of tables and chairs thereon for the use of the patrons of the commercial/retail unit to which it is appurtenant, provided that the affected commercial/retail unit owner has first obtained (at such owner's sole cost and expense) all requisite licenses, permits and/or approvals thereto from the City of Toronto (and from any other relevant Governmental Authorities, as applicable), but in no case shall anything be permanently affixed to (nor permanently placed within the confines of) such outdoor patio area, or said adjacent public sidewalk area, other than an exterior railing installed along the perimeter of any outdoor patio area with the prior approval of the City of Toronto thereto;

vii) 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 unit 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 unit owner that has the exclusive use of an outdoor terrace area appurtenant to (or allocated to) his or her unit (pursuant to the provisions of Schedule "F" annexed hereto) from placing, within the confines of said exclusive use outdoor 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

viii) in the event that any dwelling 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 dwelling 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 unit owner having the exclusive use of a 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 within this Condominium that are 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 this 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, it is hereby declared and stipulated that 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 unit 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 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 entire 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 or otherwise), 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 47 - 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 Public Walkway, the Public Art, the Sign Band/Canopy and the Recreation Centre (and any or all of the recreational amenities, equipment, services and/or facilities situate within any portion of the Recreation Centre, or operated therefrom);

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) all proceeds arising from any insured loss or losses shall be payable to the Insurance Trustee (as hereinafter defined), 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 whom the Corporation specifies), and not to the Insurance Trustee;

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 is terminated pursuant to the Act.

Section 48 - 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 49 - <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 50 - <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 his or her respective 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;

iv) For each of the commercial/retail unit owners:

A. Plate glass insurance covering the cost of repairing and/or replacing any glass or plastic windows, doors and/or enclosure(s) forming part of (or contained within) any of the commercial/retail units; and

B. Business interruption insurance, insuring any loss and/or damage arising from the inability of any owner of a commercial/retail unit to operate his or her business therefrom, due to any damage to his or her unit, or arising from any action taken by the Corporation which would prevent the operation of such business; and

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

Section 51 - <u>Insurance Required for the Public Art and the Public Walkway Easement Granted to the City of Toronto</u>

The Corporation shall procure, and maintain at all times, property damage and comprehensive liability insurance coverage with respect to the Public Art and the Public Walkway (hereinafter collectively referred to as the "**Public Art & Walkway Insurance**"), in an amount not less than $5 million dollars per occurrence (or the dollar amount of coverage per occurrence so stipulated or requested by the City of Toronto from time to time in connection therewith), noting the Corporation and the City of Toronto as co-insured parties [which policy of insurance shall contain cross-liability and severability of interests endorsements, and a waiver of subrogation in favour of the City of Toronto (and those for whom the City of Toronto is, at law, responsible), and shall provide for thirty (30) days advance written notice to the City of Toronto in the event of a cancellation or material change to such insurance coverage], in order to protect this Condominium and the City of Toronto from liability for any injury, loss and/or damage occasioned to any person(s) and/or property as a result of (or arising from or in connection with) the public's access to and/or use of the Public Walkway (or any portion thereof), or as a result of any loss or damage occasioned to the Public Art. The Corporation shall also 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 whatsoever which may hereafter be initiated or pursued against (or made upon) the City of Toronto and/or the Declarant, by reason of any injury, loss and/or damage occasioned to any person(s) and/or property as a result of (or arising from or in connection with) the public's access to (and/or use of) the Public Walkway (or any portion thereof), or as a result of any loss or damage occasioned to the Public Art, save and except for any claims or demands arising out of any negligent or wilful act or omission (or any default) committed by the City of Toronto and/or the Declarant [and/or by any person(s) for whose actions or omissions the City of Toronto and/or the Declarant may be vicariously liable, at law or in equity (including any persons acting under the City of Toronto's jurisdiction or authority)].

Section 52 - <u>Indemnification of the Corporation by Unit Owners</u>

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 53 - <u>Insurance Trust Agreement</u>

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**"), but shall not be obliged to do so. However, 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 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. 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). 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 54 - 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 water, electricity and thermal energy, and all other requisite utility services, to be provided to each of the dwelling units and commercial/retail units in this Condominium, as well as to the Recreation Centre (and to all recreational amenities, services, equipment and/or facilities situated therein or operated therefrom), including gas service supplied to designated portions of the Recreation Centre and to those dwelling units that have outdoor terraces with natural gas barbecue hook-ups installed by the Declarant, and to ensure that the Recreation Centre (and all amenities, equipment and facilities situate therein or operated 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 the exterior water fountain or water feature, and all planters, 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, and to correspondingly remove snow, ice and debris from all pedestrian walkways situate within this Condominium, and from the public sidewalk areas along the perimeter of this Condominium (including the public sidewalk areas adjacent to each of the commercial/retail units in this Condominium);

c) To refrain from erecting or installing any fences or other structures or barriers restricting or inhibiting the general public's access to and egress from: (i) the Public Walkway along the Bloor Street West frontage of this Condominium; and (ii) each of the commercial/retail units in this Condominium; unless any such barriers or restrictions are temporary in nature and correspondingly necessary to enable or facilitate any necessary maintenance or repair work to any unit(s) or common element area(s) within this Condominium;

d) To maintain and irrigate, at this Condominium's sole cost and expense, all of the trees, planters and other landscaping elements or materials that are placed or installed by or on behalf of the City of Toronto upon or within the public sidewalk areas or public road allowances situate adjacent to the Real Property, along the north side of Bloor Street West, the west

side of Riverview Gardens and/or the east side of Old Mill Drive (without claiming any compensation or reimbursement for the costs and expenses incurred in so doing, from the City of Toronto, the Declarant or any other party or parties), and all costs and expenses incurred by this Condominium in connection with the foregoing landscaping maintenance and irrigation obligation shall comprise part of the common expenses;

e) To illuminate, maintain and repair the Public Walkway and all street landscaping elements, in accordance with the standards and/or requirements imposed by the City of Toronto from time to time in connection therewith (without claiming any compensation or reimbursement for the costs and expenses incurred in so doing, from the City of Toronto, the Declarant or any other party or parties), and all costs and expenses incurred by or on behalf of this Condominium in connection therewith shall comprise part of the common expenses;

f) To 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;

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

h) 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 of the recreational amenities, services, equipment and facilities situate therein or operated therefrom) by the Declarant and its authorized employees, agents, representatives, contractors, subcontractors, invitees and/or licensees, in connection with any of the marketing, sales, construction and/or customer-service programs or operations implemented by the Declarant from time to time in connection with this Condominium, as expressly contemplated or provided for in this declaration, and to correspondingly ensure that none of the respective owners, tenants and/or occupants of the commercial/retail units in this Condominium (nor any of their respective agents, employees, workmen, customers, contractors, sub-contractors, invitees or licensees) shall have any right of access to, nor any use or enjoyment of, any portion of the Recreation Centre (nor any of the equipment, facilities, services and/or amenities contained therein or operated therefrom) whatsoever, save and except for access to any meeting room to attend any meeting(s) of the unit owners convened from time to time;

i) 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 agreements [and any successor or supplementary agreement(s) and any amending agreement(s) with respect thereto] which may or may not be registered against the title to the Real Property (hereinafter collectively referred to as the "**Outstanding Municipal Agreements**"), namely:

   i) a section 37 density bonus/development agreement, entered into by the Declarant with the City of Toronto, and registered in the Land Titles Division of the Toronto Registry Office (No. 66) on September 23rd, 2010 as **Instrument No. AT-2510502,** pertaining to the provision of certain public benefits or community facilities (or the payment of monies to the City of Toronto in lieu thereof) in exchange for increases in the height and/or density of this Condominium (hereinbefore and hereinafter referred to as the "**Section 37 Agreement**");

   ii) an outstanding site plan agreement, entered into by the Declarant with the City of Toronto, and registered in the Land Titles Division of the Toronto Registry Office (No. 66) on November 5th, 2013 as **Instrument No. AT-3447189** , pertaining to the overall development of this Condominium, and providing (amongst other things) for the maintenance of grading and drainage patterns, emergency fire/access routes, residential garbage storage and pickup, stormwater management, and other site completion matters (hereinafter referred to as the "**Site Plan Agreement**"); and

   iii) a transfer of easement in favour of the City of Toronto in respect of the Public Walkway, registered in the Land Titles Division of the Toronto Registry Office (No. 66) on November 5th, 2013, as **Instrument No. AT-3447190** (hereinafter referred to as the "**Transfer of Easement**");

j) 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 arising under or imposed by the Outstanding Municipal Agreements, insofar as same pertain or relate to this Condominium and/or the Real Property (or any portion thereof), 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 the City of Toronto as a party (but not as a signatory) thereto, but nevertheless enforceable by the City of Toronto against the Corporation (hereinafter referred to as the "**Assumption of Municipal Agreements**"), 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 Agreements, insofar as same pertain or relate to this Condominium and/or the Real Property (or any portion thereof), including without limitation, the obligation to illuminate, maintain and repair the Public Walkway, the street landscaping elements within the public sidewalk areas or public road allowances situate adjacent to the Real Property (ie. along the north side of Bloor Street West, the west side of Riverview Gardens and/or the east side of Old Mill Drive) and the Public Art respectively, and to maintain and repair those common element areas which are directly affected or impacted by the Outstanding Municipal Agreements in accordance with the respective terms and provisions thereof (on the express understanding that all costs and expenses incurred in connection therewith shall comprise part of the common expenses of this Condominium, and shall accordingly be borne and paid for solely by this Condominium), and pursuant to which the Declarant shall be fully released and discharged from all such assumed obligations and liabilities;

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;

iii) keep and maintain the Public Walkway in good condition for pedestrian use, free and clear of all snow, ice and debris, and to illuminate, maintain and repair the Public Walkway in accordance with the provisions of this declaration, the Site Plan Agreement and the Transfer of Easement respectively, all at this Condominium's sole cost, risk and expense;

iv) keep and maintain the Public Art in good condition, accessible to the general public in common with the owners, residents and occupants of this Condominium, and clearly visible at all times from public sidewalks or walkways or publicly-accessible spaces, and to maintain and repair the Public Art in accordance with the provisions of this declaration and the Section 37 Agreement, all at this Condominium's sole cost, risk and expense, and to not remove, re-locate, alter or modify the Public Art without the prior written approval of the City of Toronto's chief planner and/or the Toronto Public Art Commission;

v) maintain the Public Art & Walkway Insurance at all times throughout the existence of the Public Art and the Public Walkway respectively, in accordance with the provisions of this declaration and the terms and provisions of the Section 37 Agreement, all at this Condominium's sole cost, risk and expense;

vi) not prevent, restrict or interfere with any actions or steps taken (or desired or intended to be taken) by or on behalf of the City of Toronto in connection with the City's maintenance and/or repair of any municipal roads, sidewalks or road allowances situate adjacent to this Condominium, and/or any City-owned structures, components, installations and/or equipment that may encroach within or be adjacent to the exterior common elements of this Condominium, and to not tamper, alter or interfere with any of the maintenance or repair work so undertaken (or desired to be undertaken) by or on behalf of the City of Toronto, nor with any City-owned structures, components, installations and/or equipment;

vii) fully indemnify and save each of the City of Toronto and the Declarant harmless, from and against all actions, suits, proceedings, claims or demands which may hereafter be initiated or pursued against either or both of them, by reason of any damage or injury occasioned to (or in connection with) the Public Art and/or the Public Walkway, 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

viii) fully 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 Agreements 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 Agreements) 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 Agreements so committed by the Corporation or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity;

on the express understanding that all costs and expenses incurred by this Condominium in connection with its fulfilment of the foregoing obligations shall comprise part of the common expenses of this Condominium;

k) To maintain (and continue to pursue and/or operate) all green building initiatives and/or project sustainability features so installed or incorporated by the Declarant in connection with the development and completion of this Condominium, as so directed or imposed by the City of Toronto, all in a first-class and fully operable condition, and in accordance with the City of Toronto's standards and requirements (hereinafter collectively referred to as the "**City's Green Development Standards**"). The foregoing duty shall also expressly include the obligation of this Condominium to permit representatives of each of the City of Toronto and the Declarant reasonable access, from time to time, to this Condominium's bulk energy data, in order to determine the extent to which the City's Green Development Standards are affecting or impacting this Condominium's overall water and/or energy consumption;

l) To enter into a license agreement with the Declarant at any time after the registration of this Condominium (hereinafter referred to as the "**License Agreement**"), if so required by any of 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 the terms and provisions of each of the Outstanding Municipal Agreements, 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;

m) To grant, at any time after the registration of this Condominium if so requested by the Declarant, an easement in perpetuity for nil consideration, 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, the commercial/retail unit 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**");

n) To grant, at any time after the registration of this Condominium if so requested by the Declarant, an easement in perpetuity for nil consideration, in favour of the local natural 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 this 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**");

o) To grant, at any time after the registration of this Condominium if so requested by the Declarant, an easement in perpetuity for nil consideration, 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 any 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 any other telecommunication services to each of the units and designated portions of the common elements in this Condominium by any or all of the Telecommunication Service Providers (with each unit owner being separately billed or invoiced directly by the Telecommunication Service Providers for all cable television, telephone and any other telecommunication services so consumed), 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:

i) 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; and

ii) the aforementioned easements and/or the Telecommunication Agreements may specifically allow each of the Telecommunication Service Providers access to and from the common elements of this Condominium for the purposes of facilitating the promotion and marketing of their respective telecommunication services and products, from time to time;

p) To enter into (and to abide by the terms and provisions of) an assumption agreement with the Declarant, and with Rogers Communications Inc. (hereinafter referred to as "**Rogers**") as a party (but not as a 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 approximately 250Mbps of broadband internet 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 and the commercial/retail unit 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 equivalent to between $18.50 and $23.50 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 equivalent to approximately $36.00 per dwelling unit per month plus H.S.T.(based on the Option Period having commenced in year 2014, with a 3% annual increase from and after 2014 to and until the year in which the Option Period ultimately commences), and thereafter 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;

q) 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 thermal check meters and the check or consumption meters for water and electricity service appurtenant to each of the commercial/retail units on a periodic basis, and to correspondingly issue invoices to each of the commercial/retail unit owners for the cost of their respective consumption of water, electricity and thermal energy, 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, as well as each of the meters or check meters for water, electricity and thermal energy appurtenant to each of the commercial/retail units, 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 aforementioned units in this Condominium; and

vi) charge back the cost of such meter and/or sub-meter reading and invoicing services, to each of the dwelling unit owners and each of the commercial/retail unit owners, respectively;

r) 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 each of the check meters for water, thermal energy and electricity appurtenant to each of the commercial/retail units, are in good working order (and properly tested and serviced from time to time), and that said meters or sub-meters are read by the Utility Monitor (and invoices reflecting the cost of water, thermal energy and electricity consumption, based on said meter and/or sub-meter readings, are correspondingly issued by the Utility Monitor) 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.R.U.C. amount(s) from time to time, and to maintain and enforce the Corporation's Residential Utility Lien against the dwelling unit of each Defaulting Residential Owner, pursuant to the foregoing provisions of this declaration;

ii) collect from each commercial/retail unit owner his or her unpaid P.S.U.C. amount(s) from time to time, and to maintain and enforce the Corporation's Commercial Utility Lien against the commercial/retail unit of each Defaulting Commercial Owner, pursuant to the foregoing provisions of this declaration; and

iii) 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 and commercial/retail units respectively;

s) To maintain and repair, and keep in good, clean and proper condition at all times, the Sign Band/Canopy, and to ensure that the Sign Band/Canopy does not cause any interference with any pedestrian or vehicular traffic adjacent to this Condominium, and that the line of sight of any nearby traffic sign or traffic signal is not obstructed or obscured thereby;

t) To take all reasonable steps to ensure that all deliveries (eg. of all goods, supplies, materials, inventory, products, furniture and/or equipment) to each of the commercial/retail units are made directly through their respective exterior front doors, or through the Commercial Corridor, and not from or through the main lobby of this Condominium or elsewhere;

u) To allow each of the owners of the commercial/retail units to hook into (and obtain the use and benefit of) the Corporation's water, thermal energy and electricity services, provided that each of the commercial/retail units are separately metered or check-metered and correspondingly invoiced directly by the Utility Monitor for their respective consumption of water, thermal energy and electricity, in accordance with the foregoing provisions of this declaration;

v) To take all reasonable steps to ensure that each commercial/retail unit owner is maintaining a minimum level of heat within his or her commercial/retail unit, to a standard or degree acceptable to the Declarant or the Corporation, so as to ensure:

i) that any water flowing through the in-suite sprinkler system does not freeze and damage any pipes; and

ii) that any other units or common element areas situate above, beside or beneath any such commercial/retail unit are not unduly affected by cold temperatures emanating from such an unheated or poorly heated commercial/retail unit.

w) To maintain and keep in good repair at all times (in such a manner as would a prudent owner of similar premises) the commercial/retail garbage room unit, and the commercial service areas, and all other portions of the common elements which

service or benefit the commercial/retail units, including without limitation, all mechanical, electrical, heating, cooling, refrigeration, drainage and plumbing equipment, fixtures, systems and/or installations (and all appurtenances thereto) which service any of the commercial/retail units (save and except for any equipment, fixtures, systems and/or installations which provide power or any other service exclusively to any single or particular commercial/retail unit, in respect of which the owner of such unit shall be solely responsible for the cost of maintaining and repairing same), so that each of the commercial/retail units, and the commercial/retail garbage room unit will, at all times, have the benefit of all essential utilities, facilities and services needed to enable each of the respective owners of the commercial/retail units to operate their respective commercial and/or retail businesses, offices or services respectively therefrom, in a commercially reasonable and customary manner, without the risk or fear of being cut-off from (or deprived of) the use of same. The foregoing duty shall also include the obligation to accept, at any time hereafter, title to (and to execute all requisite documents, land transfer tax affidavits and any other instruments necessary to authorize or effect the registration of a transfer/deed in respect of) the commercial/retail garbage room unit, from the Declarant as transferor to the Corporation as transferee, if, as and when the Declarant chooses to convey same to the Corporation, provided such conveyance is made for nil or nominal consideration and title thereto is unencumbered by any outstanding lien, mortgage or charge, without requiring or requisitioning anything else from the Declarant or its solicitors in connection therewith (and specifically without requiring or requisitioning any clearances, undertakings, indemnities, certificates and/or opinions from the Declarant and/or its solicitors), and following such conveyance the Corporation shall keep and thereafter retain title to the commercial/retail garbage room unit, in perpetuity, for the ultimate benefit or assistance of the commercial/retail component of this Condominium, and shall continue to maintain and repair same (in such a manner as would a prudent owner of similar premises), in order to ensure the proper servicing of (as well as the provision of temporary garbage storage facilities for) the commercial/retail unit, without depleting, restricting or detrimentally altering any of the equipment, facilities or services contained in the commercial/retail garbage room unit or provided thereby, on the express understanding that both the common expenses attributable to the commercial/retail garbage room unit, as well as the cost of maintaining, repairing and insuring same, shall (following such conveyance) be borne exclusively by the Corporation and shall correspondingly be treated for all purposes as a common expense;

x) To ensure that no actions or steps are taken by or on behalf of the Corporation or by anyone else (save as otherwise expressly provided or contemplated in this declaration to the contrary) which would limit, restrict or interfere with the pedestrian access and egress of each of the owners and tenants of the respective commercial/retail units, and their respective authorized agents, representatives, employees, contractors and/or sub-contractors over, across, upon and through all outdoor and indoor walkways, corridors, stairwells and/or ramps within this Condominium which lead to:

i) the commercial/retail units, the Commercial Corridor and the commercial/retail garbage room unit on level A, together with any fire exit stairwells and corridors (wheresoever situate) for emergency egress purposes;

ii) the commercial service areas on level 1 and/or level A (including the service elevator that will be used and accessed exclusively by the Condominium's authorized representatives and service personnel, and by the respective owners and tenants of the commercial/retail units and their respective authorized agents, workmen and/or representatives), as well as the bicycle storage area on level 1 for the exclusive use of the owners, tenants and/or occupants of the respective commercial/retail units, and any parking units, locker units, parking/bicycle storage/locker units and/or parking/bicycle storage units on level(s) B, C, D or E which may be owned or leased by any of the commercial/retail unit owners;

iii) the heating and cooling units or systems (together with the air-conditioning compressors and/or condensers), and all appurtenant heating and/or cooling equipment, fixtures, installations and/or systems servicing any of the commercial/retail units, which equipment, fixtures, installations and/or systems are located on level 1 and/or level A;

iv) those areas on level 1 or level A of the Condominium which contain or house the water, electricity and/or gas meters or consumption meters appurtenant to each of the commercial/retail units, together with all switch gears, breaker panels and other electrical equipment and appurtenances thereto, utilized in connection with the operation or servicing of the commercial/retail units (or any portion thereof); and

v) the Condominium's mechanical, electrical and/or telephone or telecom room(s), utilized in connection with the operation or servicing of the commercial/retail units (or any portion thereof);

subject however to such reasonable and customary restrictions on access thereto as may be implemented by the security personnel retained by or on behalf of the Corporation.

y) Save as otherwise provided or contemplated in this declaration, to ensure that no actions or steps are taken by or on behalf of the Corporation or by any unit owners (nor by any of their respective tenants, residents, employees, invitees or licensees) which would limit, restrict or otherwise interfere with:

i) the general public's access to and egress from any of the commercial/retail units, and any exclusive use patio areas appurtenant thereto, from and along the north side of Bloor Street West, the west side of Riverview Gardens and/or the east side of Old Mill Drive;

ii) the amount of sunlight reaching or coming into the commercial/retail units through any windows, glass or plastic skylights, canopies and/or other enclosures comprising part of (or contained within) the boundaries of any of the commercial/retail units, as at the date of registration of this declaration;

iii) the amount of sunlight reaching or absorbed by the solar thermal panels installed on the rooftop of this Condominium;

iv) the right of the owner(s) or tenant(s) of the commercial/retail unit to carry on any commercial/retail business within the confines of any of the commercial/retail units, up to 24 hours a day, 7 days a week, so long as such use or business is otherwise permitted by the Applicable Zoning By-laws and is operated in compliance with the Applicable Zoning By-laws and in conformity with all applicable health and safety standards and regulations and property standard requirements imposed from time to time by any of the Governmental Authorities;

v) the right and entitlement of each commercial/retail unit owner having the exclusive use of an outdoor patio area appurtenant to (or allocated to) his or her commercial/retail unit pursuant to the provisions of Schedule "F" to this declaration (if applicable) to use such outdoor patio area (as well as any adjacent public sidewalk area, for which a license to use same, and to temporarily encroach upon same, has been obtained from the City of Toronto by the affected commercial/retail unit owner, at said owner's sole cost and expense) for the temporary display of goods that are sold within the confines of the commercial/retail unit to which it is appurtenant, and/or for the temporary placement of tables and chairs thereon for the use of the patrons of the commercial/retail unit to which it is appurtenant, provided that the affected commercial/retail unit owner has first obtained (at such owner's sole cost and expense) all requisite licenses, permits and/or approvals thereto from the City of Toronto (and from any other relevant Governmental Authorities, as applicable), and provided further that nothing is permanently affixed to (nor permanently placed within the confines of) such outdoor patio area and/or said adjacent public sidewalk area, other than an exterior railing installed along the perimeter of any outdoor patio area with the prior approval of the City of Toronto thereto;

vi) any exterior railing now or hereafter installed along the perimeter of any exclusive use common element area appurtenant to any of the commercial/retail units pursuant to Schedule "F" of this declaration, provided that the installation of any such railing has first been approved by the City of Toronto;

vii) the general public's visibility of any sign(s) approved by the Declarant or the Corporation and correspondingly installed by or on behalf of any of the commercial/retail unit owners within the Sign Band/Canopy; and

viii) the right of any of the commercial/retail unit owners to undertake and complete any Minor Installations and/or any Commercial Partition Removal (if applicable), in accordance with the foregoing provisions of this declaration;

z) To ensure that no exterior signage is placed or installed within the Sign Band/Canopy, unless and until (in each case) the size, design, graphics, colour, composition, text and location thereof has first been approved by the Declarant or the Corporation, and same otherwise complies in all respects with the provisions of the Applicable Zoning By-laws;

aa) To ensure (to the extent reasonably possible) that each commercial/retail unit owner places his or her own garbage (emanating from such owner's unit) into such owner's commercial garbage bin(s) situate within the commercial/retail garbage room unit, and co-ordinates the scheduling of all garbage pick-up and removal services with respect to such owner's commercial/retail unit in conjunction with (and with the prior approval of) the Condominium's property manager (including the timing and frequency of the transportation of such commercial/retail unit owner's garbage, by the Condominium's part-time or non-resident superintendent, from the commercial/retail garbage room unit to the designated exterior garbage pad situate on level 1, and that no garbage and/or garbage containers are left outside on the sidewalk area along any portion of the perimeter of this Condominium at any time;

bb) To arrange for a trained person to be present at all times during the respective collection/removal of the residential garbage and the commercial/retail garbage from this Condominium, in order to properly manoeuvre and transport the Condominium's garbage containers (situate within the residential garbage storage/recycling room), as well as the respective garbage containers of the commercial/retail unit owners (situate within the commercial/retail garbage room unit), to the exterior concrete collection pad, and onto the 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 garbage pick-up days;

cc) To take all reasonable steps to cause the Corporation's authorized workmen, agents, representatives, contractors and/or sub-contractors to gain reasonable access to (and through) each of the commercial/retail units (including any access doors located

within any wall(s), floor(s) or ceiling(s) of such units) during those hours of any day when the commercial/retail units are not ordinarily open for business to the general public, or alternatively when said commercial/retail units are generally the least busy from an ongoing business perspective (or generally have the fewest amount of customers present), on at least 48 hours prior written notice to the intended or affected unit owner(s) [with no such notice being required in the case of an emergency], for the purposes of maintaining, repairing, re-locating, replacing and/or servicing any clean-out valve(s), plumbing stack(s), shut-off valve(s), electrical and/or mechanical switching mechanism(s), and all other utility, mechanical, electrical, plumbing and/or sewage equipment, installations and/or systems, and any appurtenances thereto, which are situate within the confines of any of the commercial/retail units but which service or benefit any other unit(s) or common element area(s) in this Condominium, provided that the Corporation forthwith reimburses (and agrees to indemnify and save harmless) each owner of a commercial/retail unit who has suffered or incurred any loss or damage to his or her unit (and/or to any goods, chattels, fixtures or equipment situate therein) as a result of the Corporation's exercise of the foregoing right of entry (or incurred as a result of the failure by the Corporation to properly or adequately maintain, repair, re-locate, replace and/or service the foregoing equipment, installations and/or systems), including without limitation, any loss of revenue occasioned by the interruption of any business operated from any such commercial/retail unit in connection with (or as a consequence of) the Corporation's exercise of the foregoing right of entry;

dd) To enter into an AAI Agreement with the Declarant (in the Declarant's capacity as the owner of any of the commercial/retail units), or with each of the respective successor owners of any of the commercial/retail units, as and when hereafter required, in order to permit the Declarant (and each of the respective successor owners of any of the commercial/retail units) to undertake and complete any Minor Installation and/or Commercial Partition Removal in accordance with the foregoing provisions of this declaration, and/or any other desired work or installation that affects (or directly impacts upon) any portion of the common elements and that is otherwise permitted or contemplated by the provisions of this declaration, in the manner outlined or prescribed by the foregoing terms and provisions hereof [and provided that the cost of undertaking or implementing any Minor Installation and/or Commercial Partition Removal so desired, together with the responsibility for the cost of repair after damage, maintenance and insurance with respect to same, is borne entirely by the Declarant or the commercial/retail unit owner(s) seeking to implement or undertake same, as the case may be];

ee) 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 area(s) 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 owner (even though the Corporation and its authorized agents, representatives, employees and retained contractors shall or may 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 the AAI Agreement shall 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.

ff) To take all requisite steps to ensure that no part of the outdoor rooftop areas of this Condominium, nor any outdoor balconies, patios or terrace areas, 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;

gg) 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 dwelling units in this Condominium (if applicable), 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);

hh) 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(s) 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 liens, 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, statutory declarations, clearances, undertakings, indemnities, certificates and/or opinions from the Declarant and/or its solicitors, or from anyone else. 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), 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 all outstanding liens, 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, statutory declarations, clearances, undertakings, indemnities, certificates and/or opinions from the Declarant and/or its solicitors, or from anyone else, in connection therewith;

ii) 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 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;

jj) To enter into, and abide by the provisions of, a loan agreement and a general security agreement with (and in favour of) the Renewable Energy Fund of the City of Toronto, or any other company or entity selected by the Declarant that is ready, willing and able to be the lender of a "green building loan" to this Condominium (hereinafter referred to as the **"Green Lender"**), if and when the Declarant is successful in arranging such a loan to fund the cost of the Declarant's acquisition and installation of the Solar Panels (as hereinafter defined), which are intended to reduce this Condominium's overall energy consumption related to the production of hot water. The foregoing duty shall also expressly include the obligation of this Condominium to provide the Green Lender with any other security documents or instruments which may be required to evidence and/or secure the outstanding loan to be made by the Green Lender to the Corporation shortly after the registration

of this declaration, but in no event later than the turnover meeting convened in respect of this Condominium (sometimes referred to colloquially as a "**green building loan**" and hereinafter referred to as the "**Green Loan**") in the amount of approximately $150,000, bearing interest at 0% per annum, repayable over a 20 year term by way of 240 equal monthly installments of principal in the amount of $625 per month (with the annual principal repayments not exceeding $7,500 per annum), and with all such loan proceeds to be advanced directly to the Declarant by the Green Lender, pursuant to the Corporation's irrevocable direction re funds, in order to fund and/or reimburse the Declarant for the costs incurred as a result of the Declarant having augmented or supplemented the capacity of the solar energy water heating system originally intended to be installed on the rooftop of this Condominium [consisting of a series of solar hot water collectors or panels installed on the roof of the mechanical penthouse of this Condominium, for the purposes of supplying supplementary renewable energy to this Condominium's domestic hot water production (hereinbefore and hereinafter referred to as the"**Solar Panels**")], and which Solar Panels will correspondingly reduce this Condominium's overall energy consumption related to the production of hot water (ie. by reducing the consumption of natural gas that would otherwise be required for heating an equivalent volume of water within the Condominium's domestic hot water boilers), with the resulting energy-related cost savings derived from the installation of the Solar Panels estimated to be greater than (or equal to) the costs associated with the Green Loan, on an annual basis, so as to benefit this Condominium and the respective unit owners thereof during the life and operation of the Solar Panels. The foregoing security interest in favour of the Green Lender shall constitute a first security interest in the Solar Panels, and all equipment, fixtures and installations appurtenant thereto, and shall be evidenced and perfected by way of a financing statement registered against the Corporation under the *Personal Property Security Act* (hereinafter referred to as the "**PPSA**"), and possibly by way of a notice of security interest under section 54(1) of the PPSA registered against the title to the common elements and each of the units in this Condominium. The foregoing duty shall also include the obligation of this Condominium to execute and deliver the aforementioned irrevocable direction re funds to the Green Lender, and to fully repay the Green Loan over a term of approximately 20 years, by way of 240 equal and consecutive monthly payments of principal in the amount of $625 per month, with such payments to commence on the first day of the first calendar month following the date of the loan advance by the Green Lender to the Declarant. All such payments of principal on account of the repayment of the Green Loan (and any other associated costs and charges related to the Green Loan) shall comprise part of the common expenses of this Condominium, and shall be reflected in the annual operating budgets of this Condominium during each of the 20 years following the registration of this Condominium;

kk) To forthwith remit to the Declarant the full amount of any monetary grants or rebates that the Corporation may hereafter receive from the Green Lender, or from any other governmental authority or agency which may be administering an incentive program that provides grants and/or rebates to those installing solar thermal systems or other renewable energy systems servicing any building, in an effort to help reduce the overall capital cost of acquiring and/or installing same;

ll) To ensure that the Corporation's contractors and/or sub-contractors who are retained to clean and/or maintain the common elements of this Condominium or any portion thereof (including without limitation, any lawn, garden, flowerbed or landscaped area comprising part of the common elements) utilize, to the extent reasonably possible and commercially-available, only green/natural or non-toxic, non-caustic and humanly-safe and environmentally-friendly materials and products in the course of carrying out their respective cleaning and/or maintenance work and duties;

mm) To take all reasonable steps to cause the Corporation's authorized workmen, agents, representatives, contractors and/or sub-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 or services) 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;

nn) 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;

oo) 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 of this Condominium and to Tarion Warranty Corporation pursuant to section 44(9) of the Act;

pp) 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 or any derivative thereof) which has been permanently installed or affixed by the Declarant within the lobby of (or elsewhere within the confines 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;

qq) 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 (and prior to this Condominium's turnover meeting), pursuant to which the Declarant shall formally grant to the Corporation the non-exclusive royalty-free right and license to use the trademark "One Old Mill" in connection with the operation, management and administration of this Condominium; and

rr) 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).

PART 10 - GENERAL MATTERS

Section 55 - 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 (or any of its authorized agents or representatives) any duty or liability to monitor or supervise the unit.

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 of trespass, or any other 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 unit (as and where applicable) that were originally installed by the Declarant and keyed to the Corporation's master key entry system. No owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her unit (nor on any doors within said unit), nor with respect to any door(s) leading to any part of the exclusive use common element areas appurtenant to such owner's 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 56 - 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 57 - 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.

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Section 58 - 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.

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 telefax 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 courier or by telefax to the intended party or parties.

Section 59 - 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 60 - 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 1st day of December, 2014.

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

RESIDENCES AT OLD MILL INC.

Per:_____
Authorized Signing Officer

Per:_____
Authorized Signing Officer
We have authority to bind the Corporation

SCHEDULE "A"

TO THE DECLARATION OF RESIDENCES AT OLD MILL INC.

LEGAL DESCRIPTION

Those lands and premises situate in the City of Toronto, fronting on the north side of Bloor Street West, the west side of Riverview Gardens, and the east side of Old Mill Drive, south of a public laneway, and **municipally known as 1 Old Mill Drive, Toronto,** Ontario, comprising part of Block K on Registered Plan M-2705, part of Lots 18, 19, 20, 21 and 48 on Registered Plan M-103, part of Blocks G and R on Registered Plan M-443, part of Mossom Road on Plan M-443 Swansea, also known as Old Mill Drive (east side of Old Mill Drive north of Bloor Street West closed by by-law no. 1246-2011 under AT-2975985); and part of Bloor Street West (closed by by-law no. 1380-2011 under AT-2975984), Plan M443 Swansea, and more particularly designated as Parts 1, 2 and 3 on Reference Plan 66R-26125, registered in the Land Titles Division of the Toronto Registry Office (No. 66), and being all of property identification number 10524-0316 (LT) (hereinafter referred to as the **"Real Property"**).

SUBJECT TO an easement in gross in favour of the City of Toronto over Parts 1 and 2 on Reference Plan 66R-27053, as set out in **Instrument No. AT-3447190;**

SUBJECT TO an easement in favour of Rogers Communications Inc. over, upon, under, across and through the Real Property which, upon the registration of the declaration to which this Schedule "A" is annexed, shall only encumber or affect the common elements on all levels of this Condominium, as set out in **Instrument No. AT-3578633;**

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 this 1st day of December, 2014.

Messrs. DelZotto, Zorzi LLP, solicitors and duly authorized agents for Residences At Old Mill Inc.

Per:_____
HARRY HERSKOWITZ

SCHEDULE "B"

TO THE DECLARATION OF RESIDENCES AT OLD MILL INC.

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

1. Deltera Inc. 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 AT-2878046** in the Land Titles Division of the Toronto Registry Office (No. 66).

2. Deltera Inc. 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. Deltera Inc. hereby postpones the mortgage and the interests under it to the declaration, and the easements described in Schedule "A" to the declaration.

4. Deltera Inc. is entitled by law to grant this consent and postponement.

DATED this 5th day of November, 2014.

Deltera Inc.

Per:_____
Name: Dino Carmel
Title: President

Per: _____
Name: Len Gigliotti
Title: Vice-President

We have the authority to bind the Corporation.

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SCHEDULE "B"

TO THE DECLARATION OF RESIDENCES AT OLD MILL 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 AT-3039951,** collaterally secured by a general assignment of rents, notice of which was registered as **Instrument No. AT-3039952** 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 18th day of November, 2014.

HSBC Bank Canada

Per: _____
Name: JAMES McCAULEY
Title: Assistant Vice-President

Per: _____
Name: Peter Capani
Title: Assistant Vice President
Commercial Real Estate

I/We have the authority to bind the Corporation.

SCHEDULE "B"

TO THE DECLARATION OF RESIDENCES AT OLD MILL 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 **AT-3040891** 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 5th day of November, 2014.

TRAVELERS INSURANCE COMPANY OF CANADA

Per: _____
Name: Steve Irwin
Title: Senior Account Executive

Per: _____
Name: Denise Fraser
Title: Manager

We have the authority to bind the Corporation.

SCHEDULE "B"

TO THE DECLARATION OF RESIDENCES AT OLD MILL INC.

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

1. Humberview Auto Centre Ltd. 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 AT-2817124** in the Land Titles Division of the Toronto Registry Office (No. 66).

2. Humberview Auto Centre Ltd. 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. Humberview Auto Centre Ltd. hereby postpones the mortgage and the interests under it to the declaration, and the easements described in Schedule "A" to the declaration.

4. Humberview Auto Centre Ltd. is entitled by law to grant this consent and postponement.

DATED this 5 day of November, 2014.

Humberview Auto Centre Ltd.

Per: _____
Name: Colin G. Campbell
Title: President & Secretary

Per: _____
Name: Stephen A. Newstead
Title: Vice President, Finance

I/We have the authority to bind the Corporation.

SCHEDULE "B"

TO THE DECLARATION OF RESIDENCES AT OLD MILL INC.

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

1. 1716238 Ontario Limited 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 AT-2878045** in the Land Titles Division of the Toronto Registry Office (No. 66).

2. 1716238 Ontario Limited 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. 1716238 Ontario Limited hereby postpones the mortgage and the interests under it to the declaration, and the easements described in Schedule "A" to the declaration.

4. 1716238 Ontario Limited is entitled by law to grant this consent and postponement.

DATED this 6th day of November, 2014.

1716238 Ontario Limited

Per: W. Christie
Name: William Christie
Title: President
I have the authority to bind the Corporation.

SCHEDULE 'C'

TO THE DECLARATION OF RESIDENCES AT OLD MILL INC.

DWELLING UNITS: (Being **Units 1 to 15** both inclusive on **Level 1, Units 1 to 20** both inclusive on **Level 2, Units 1 to 30** both inclusive on **Levels 3** and **4, Units 1 to 29** both inclusive on **Levels 5 to 8** both inclusive, **Units 1 to 19** both inclusive on **Levels 9** and **10, Units 1 to 18** both inclusive on **Level 11, Units 1 to 6** both inclusive on **Levels 12** and **13** as illustrated in Part 1 on Sheets 1 to 4 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 above the unit.

b) Each Dwelling unit is bounded horizontally by the backside face of the drywall on all perimeter walls and walls dividing units from corridors, stairs, gas enclosures, fire hose cabinets, electrical closets, garbage chutes, garbage disposal rooms, smoke shafts, fresh air 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 door frames and the interior surfaces of all glass panels located therein.

d) In the vicinity of the opening (stairs) between the upper and lower floors of Unit 5 Level 13 the boundaries shall be the face of concrete floor/ceiling slab as illustrated in Part 1 on Sheet 4 of the description filed concurrently with the declaration.

COMMERCIAL/RETAIL UNITS: (Being **Units 16 to 21** both inclusive on **Level 1** as illustrated in Part 1 on Sheet 1 of description filed concurrently with the declaration.)

i) Each Commercial/Retail Unit is bounded vertically by:

   a. A plane distant 0.04 metre into the concrete ceiling slab and measured perpendicularly from the underside surface of the concrete ceiling slab above the unit as illustrated in Part 1 on Sheet 1 of the description filed concurrently with the declaration; and
   b. A plane distant 0.04 metre into the concrete floor slab and measured perpendicularly from the upper unfinished surface of the concrete floor slab beneath the unit as illustrated in Part 1 on Sheet 1 of the description filed concurrently with the declaration.

ii) Each Commercial/Retail Unit is bounded horizontally by:

   a. the backside face of drywall on the adjacent service corridor wall; and
   b. the unit side face of concrete/concrete block or masonry walls; and
   c. vertical planes witnessed and controlled by measurements and Monumentation as illustrated on Sheet 1 in Part 1of the description filed concurrently with the declaration; and
   d. vertical planes defined by joining centre line of concrete columns and production as illustrated on Sheet 1 Part 1 of the description filed concurrently with the declaration; and
   e. vertical planes controlled by the centre of columns and measurements as illustrated on Sheet 1 Part 1 of the description filed concurrently with the declaration.

iii) In the vicinity of windows and exterior/perimeter doors, the unit boundaries shall be the exterior surfaces of doors, window and doorframes and the exterior surfaces of all glass panels located therein and the line and face of the finished exterior building face.

PARKING UNITS: (Being **Units 1 to 32** both inclusive, **43 and 44, 53 to 79** both inclusive on **Level B, Units 1 to 88** both inclusive **on Levels C** and **D and Units 1 to 24** both inclusive and **29 to 32 both inclusive** on **Level E** as illustrated in Part 1 on Sheets 6, 7, 8, 9 and 10 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 such unit; and
b) a plane distant 2.0 metres above the concrete floor slab and measured perpendicularly there from; and
c) the unfinished interior surface or unit side of concrete or masonry walls or columns; and

d) the vertical planes formed by:
- i) the face of columns; and
- ii) the production of the face of masonry walls or columns; and
- iii) joining the centre line of the concrete columns and their production; and
- iv) the centre line of column and measurements; and
- v) measurements from the concrete columns and walls as illustrated on Sheets 6 to 10 in Part 1 of the description filed concurrently herewith.

PARKING/BICYCLE STORAGE UNITS: (Being **Units 45, 46** and **80** on **Level B** as illustrated in Part 1 on Sheet 7 of the description filed concurrently with the declaration.)

The boundaries of each parking/bicycle storage unit shall be:

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

PARKING/BICYCLE STORAGE/LOCKER UNITS: (Being **Units 33 to 42** both inclusive and **47 to 52** both inclusive **on Level B** as illustrated in Part 1 on Sheet 7 of the description filed concurrently with the declaration.)

The boundaries of each Parking/Bicycle Storage/Locker Unit shall be:

- i) the unfinished upper surface or unit side of the concrete floor slab beneath such unit; and
- ii) a plane distant 2.0 metres above the concrete floor slab and measured perpendicularly there from, except in the vicinity of the locker component where the boundary shall be the underside surface of the concrete ceiling above; and
- iii) the unfinished interior surface or unit side of concrete or masonry walls or columns; and
- iv) vertical planes formed by:
  - a. the face of columns; and
  - b. joining the centreline of concrete columns; and
  - c. the production of the face of concrete, concrete block or masonry walls or columns; and

d. measurements from concrete walls or columns as illustrated on Sheet 7 in Part 1 of the description filed concurrently with the declaration.

LOCKER UNITS: (Being **Units 21 to 59** both inclusive **on Level 2, Units 89 to 115** both inclusive **on Level C, Units 89 to 115** both inclusive **on Level D** and **Units 25 to 28** both inclusive and **33 to 89 both inclusive on Level E** as illustrated in Part 1 on Sheets 2, 8, 9 and 10 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 above said locker units except in the vicinity of Unit 38 on Level E where the boundary shall be the underside or lower surface of the concrete ceiling slab above.
iii) in the vicinity Unit 91 on Level D the boundary shall be the underside or lower surface of metal frames supporting wire mesh panels enclosing pipe and valve utilities therein.

Each Locker Unit is bounded horizontally by:

i) the unit side face of wire mesh panels; and
ii) the unit side face of concrete or masonry walls and columns as illustrated on Sheets 2, 8, 9 and 10 in Part 1 of the description filed concurrently with the declaration.

In the vicinity of wire mesh panels enclosing valve

BICYCLE STORAGE/LOCKER UNITS: (Being **Units 81 to 107** both inclusive **on Level B** as illustrated in Part 1 on Sheet 7 of the description filed concurrently with the declaration.)

Each Bicycle Storage/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 above said locker units.

Each Bicycle Storage/Locker Unit is bounded horizontally by:

i) the unit side face of perimeter wire mesh panels; and
ii) the unit side face of concrete or masonry walls and columns as illustrated on Sheet 7 in Part 1 of the description filed concurrently with the declaration.

COMMERCIAL/RETAIL GARBAGE ROOM UNIT: (Being **Unit 1** on **Level A** as illustrated in Part 1 on Sheet 6 of description filed concurrently with the declaration.)

The Commercial/Retail Garbage Room Unit is bounded vertically by:

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

The Commercial/Retail Garbage Room Unit is bounded horizontally by:

i) the unit side line and face of concrete/concrete block or masonry wall enclosing the unit.

COMMUNICATION CONTROL UNIT: (Being **Unit 1 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 by:

i) the line and face of concrete or masonry wall; and
ii) in the vicinity of the open roof area (upper roof) by the line and face of parapet wall and upward production; and
iii) in the vicinity of the lower extent of Unit 1(at level A) the boundary shall be the line and face of concrete or masonry walls as illustrated on Sheet 5 in Part 1 of the description filed concurrently with the declaration; and
iv) in the vicinity of the conduits which are contiguous to the said Communication Control Unit and lying below the concrete ceiling slab the boundary shall be vertical and horizontal planes controlled by the line and face of conduits and measurements as illustrated on Sheet 5 in Part 1 of the description filed concurrently herewith; and
v) 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
vi) in the vicinity of the electrical closets on Levels 1 to 14 inclusive the boundary shall be the upper surface of concrete slab, lower surface of concrete ceiling and face of concrete block/masonry wall; and
vii) the lower surface of concrete ceiling slab; and
viii) the upper surface of concrete floor slab; and
ix) in the vicinity of the open roof area (upper roof) the Communication Control Unit is bounded by a plane distant 0.10 metre above the concrete roof slab and measured perpendicularly there from.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown in Part 1 on Sheets 1 to 10 inclusive of the Description.

Date: 17 November 2014
I. M. PASTUSHAK LIMITED

Per: .....
Phillip Hofmann, O.L.S.

Reference should be made to the provisions of the Declaration itself, as specified in Section 1 (cc) (Unit definition), Section 5 (Inclusions/Exclusions from Units) and Section 45 (Maintenance and Repairs to Units) in order to determine the maintenance and repair responsibilities for any Unit, and whether specific physical components (such as any wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

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One Old Mill

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	0.3584228	X	1 =	0.3584228	0.2558127	X	1 =	0.2558127
DWELLING UNIT	2	1	0.3584228	X	1 =	0.3584228	0.2313652	X	1 =	0.2313652
DWELLING UNIT	3	1	0.3584228	X	1 =	0.3584228	0.4272993	X	1 =	0.4272993
DWELLING UNIT	4	1	0.3584228	X	1 =	0.3584228	0.2660877	X	1 =	0.2660877
DWELLING UNIT	5	1	0.3584228	X	1 =	0.3584228	0.3032904	X	1 =	0.3032904
DWELLING UNIT	6	1	0.3584228	X	1 =	0.3584228	0.2451833	X	1 =	0.2451833
DWELLING UNIT	7	1	0.3584228	X	1 =	0.3584228	0.2476635	X	1 =	0.2476635
DWELLING UNIT	8	1	0.3584228	X	1 =	0.3584228	0.2451833	X	1 =	0.2451833
DWELLING UNIT	9	1	0.3584228	X	1 =	0.3584228	0.2820317	X	1 =	0.2820317
DWELLING UNIT	10	1	0.3584228	X	1 =	0.3584228	0.2402230	X	1 =	0.2402230
DWELLING UNIT	11	1	0.3584228	X	1 =	0.3584228	0.2285307	X	1 =	0.2285307
DWELLING UNIT	12	1	0.3584228	X	1 =	0.3584228	0.2639618	X	1 =	0.2639618
DWELLING UNIT	13	1	0.3584228	X	1 =	0.3584228	0.2763627	X	1 =	0.2763627
DWELLING UNIT	14	1	0.3584228	X	1 =	0.3584228	0.3613974	X	1 =	0.3613974
DWELLING UNIT	15	1	0.3584228	X	1 =	0.3584228	0.2728196	X	1 =	0.2728196
COMMERCIAL/RETAIL	16	1	0.0000001	X	1 =	0.0000001	0.1817616	X	1 =	0.1817616
COMMERCIAL/RETAIL	17	1	0.0000001	X	1 =	0.0000001	0.1144425	X	1 =	0.1144425
COMMERCIAL/RETAIL	18	1	0.0000001	X	1 =	0.0000001	0.1310951	X	1 =	0.1310951
COMMERCIAL/RETAIL	19	1	0.0000001	X	1 =	0.0000001	0.1530624	X	1 =	0.1530624
COMMERCIAL/RETAIL	20	1	0.0000001	X	1 =	0.0000001	0.1364098	X	1 =	0.1364098
COMMERCIAL/RETAIL	21	1	0.0000001	X	1 =	0.0000001	0.1828246	X	1 =	0.1828246
DWELLING UNIT	1	2	0.3584228	X	1 =	0.3584228	0.2993930	X	1 =	0.2993930
DWELLING UNIT	2	2	0.3584228	X	1 =	0.3584228	0.2908895	X	1 =	0.2908895
DWELLING UNIT	3	2	0.3584228	X	1 =	0.3584228	0.2908895	X	1 =	0.2908895
DWELLING UNIT	4	2	0.3584228	X	1 =	0.3584228	0.3915139	X	1 =	0.3915139
DWELLING UNIT	5	2	0.3584228	X	1 =	0.3584228	0.2016031	X	1 =	0.2016031
DWELLING UNIT	6	2	0.3584228	X	1 =	0.3584228	0.2558127	X	1 =	0.2558127
DWELLING UNIT	7	2	0.3584228	X	1 =	0.3584228	0.2313652	X	1 =	0.2313652
DWELLING UNIT	8	2	0.3584228	X	1 =	0.3584228	0.4272993	X	1 =	0.4272993
DWELLING UNIT	9	2	0.3584228	X	1 =	0.3584228	0.2660877	X	1 =	0.2660877
DWELLING UNIT	10	2	0.3584228	X	1 =	0.3584228	0.3032904	X	1 =	0.3032904
DWELLING UNIT	11	2	0.3584228	X	1 =	0.3584228	0.2451833	X	1 =	0.2451833
DWELLING UNIT	12	2	0.3584228	X	1 =	0.3584228	0.2476635	X	1 =	0.2476635
DWELLING UNIT	13	2	0.3584228	X	1 =	0.3584228	0.2451833	X	1 =	0.2451833
DWELLING UNIT	14	2	0.3584228	X	1 =	0.3584228	0.2756541	X	1 =	0.2756541
DWELLING UNIT	15	2	0.3584228	X	1 =	0.3584228	0.2125867	X	1 =	0.2125867
DWELLING UNIT	16	2	0.3584228	X	1 =	0.3584228	0.2285307	X	1 =	0.2285307
DWELLING UNIT	17	2	0.3584228	X	1 =	0.3584228	0.2639618	X	1 =	0.2639618
DWELLING UNIT	18	2	0.3584228	X	1 =	0.3584228	0.2763627	X	1 =	0.2763627
DWELLING UNIT	19	2	0.3584228	X	1 =	0.3584228	0.3613974	X	1 =	0.3613974
DWELLING UNIT	20	2	0.3584228	X	1 =	0.3584228	0.2728196	X	1 =	0.2728196
LOCKER UNIT	21-59 incl.	2	0.0000001	X	39 =	0.0000039	0.0122404	X	39 =	0.4773756
DWELLING UNIT	1	3-4 incl.	0.3584228	X	2 =	0.7168456	0.2079807	X	2 =	0.4159614
DWELLING UNIT	2	3-4 incl.	0.3584228	X	2 =	0.7168456	0.2288850	X	2 =	0.4577700
DWELLING UNIT	3	3-4 incl.	0.3584228	X	2 =	0.7168456	0.2285307	X	2 =	0.4570614
DWELLING UNIT	4	3-4 incl.	0.3584228	X	2 =	0.7168456	0.3589172	X	2 =	0.7178344
DWELLING UNIT	5	3-4 incl.	0.3584228	X	2 =	0.7168456	0.3358870	X	2 =	0.6717740
DWELLING UNIT	6	3-4 incl.	0.3584228	X	2 =	0.7168456	0.2363256	X	2 =	0.4726512
DWELLING UNIT	7	3-4 incl.	0.3584228	X	2 =	0.7168456	0.2363256	X	2 =	0.4726512
DWELLING UNIT	8	3-4 incl.	0.3584228	X	2 =	0.7168456	0.2512066	X	2 =	0.5024132
DWELLING UNIT	9	3-4 incl.	0.3584228	X	2 =	0.7168456	0.2285307	X	2 =	0.4570614
DWELLING UNIT	10	3-4 incl.	0.3584228	X	2 =	0.7168456	0.2320738	X	2 =	0.4641476
DWELLING UNIT	11	3-4 incl.	0.3584228	X	2 =	0.7168456	0.2285307	X	2 =	0.4570614
DWELLING UNIT	12	3-4 incl.	0.3584228	X	2 =	0.7168456	0.3897423	X	2 =	0.7794846
DWELLING UNIT	13	3-4 incl.	0.3584228	X	2 =	0.7168456	0.2395144	X	2 =	0.4790288
DWELLING UNIT	14	3-4 incl.	0.3584228	X	2 =	0.7168456	0.2859291	X	2 =	0.5718582

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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	15	3-4 incl.	0.3584228	X	2 =	0.7168456	0.2285307	X	2 =	0.4570614
DWELLING UNIT	16	3-4 incl.	0.3584228	X	2 =	0.7168456	0.2285307	X	2 =	0.4570614
DWELLING UNIT	17	3-4 incl.	0.3584228	X	2 =	0.7168456	0.2320738	X	2 =	0.4641476
DWELLING UNIT	18	3-4 incl.	0.3584228	X	2 =	0.7168456	0.2285307	X	2 =	0.4570614
DWELLING UNIT	19	3-4 incl.	0.3584228	X	2 =	0.7168456	0.2285307	X	2 =	0.4570614
DWELLING UNIT	20	3-4 incl.	0.3584228	X	2 =	0.7168456	0.2320738	X	2 =	0.4641476
DWELLING UNIT	21	3-4 incl.	0.3584228	X	2 =	0.7168456	0.3500594	X	2 =	0.7001188
DWELLING UNIT	22	3-4 incl.	0.3584228	X	2 =	0.7168456	0.2016031	X	2 =	0.4032062
DWELLING UNIT	23	3-4 incl.	0.3584228	X	2 =	0.7168456	0.2558127	X	2 =	0.5116254
DWELLING UNIT	24	3-4 incl.	0.3584228	X	2 =	0.7168456	0.2313652	X	2 =	0.4627304
DWELLING UNIT	25	3-4 incl.	0.3584228	X	2 =	0.7168456	0.4272993	X	2 =	0.8545986
DWELLING UNIT	26	3-4 incl.	0.3584228	X	2 =	0.7168456	0.2660877	X	2 =	0.5321754
DWELLING UNIT	27	3-4 incl.	0.3584228	X	2 =	0.7168456	0.3745069	X	2 =	0.7490138
DWELLING UNIT	28	3-4 incl.	0.3584228	X	2 =	0.7168456	0.4903667	X	2 =	0.9807334
DWELLING UNIT	29	3-4 incl.	0.3584228	X	2 =	0.7168456	0.4563528	X	2 =	0.9127056
DWELLING UNIT	30	3-4 incl.	0.3584228	X	2 =	0.7168456	0.3610431	X	2 =	0.7220862
DWELLING UNIT	1	5-7 incl.	0.3584228	X	3 =	1.0752684	0.2079807	X	3 =	0.6239421
DWELLING UNIT	2	5-7 incl.	0.3584228	X	3 =	1.0752684	0.2288850	X	3 =	0.6866550
DWELLING UNIT	3	5-7 incl.	0.3584228	X	3 =	1.0752684	0.2363256	X	3 =	0.7089768
DWELLING UNIT	4	5-7 incl.	0.3584228	X	3 =	1.0752684	0.3195887	X	3 =	0.9587661
DWELLING UNIT	5	5-7 incl.	0.3584228	X	3 =	1.0752684	0.3461620	X	3 =	1.0384860
DWELLING UNIT	6	5-7 incl.	0.3584228	X	3 =	1.0752684	0.2363256	X	3 =	0.7089768
DWELLING UNIT	7	5-7 incl.	0.3584228	X	3 =	1.0752684	0.2512066	X	3 =	0.7536198
DWELLING UNIT	8	5-7 incl.	0.3584228	X	3 =	1.0752684	0.2285307	X	3 =	0.6855921
DWELLING UNIT	9	5-7 incl.	0.3584228	X	3 =	1.0752684	0.2320738	X	3 =	0.6962214
DWELLING UNIT	10	5-7 incl.	0.3584228	X	3 =	1.0752684	0.2285307	X	3 =	0.6855921
DWELLING UNIT	11	5-7 incl.	0.3584228	X	3 =	1.0752684	0.3897423	X	3 =	1.1692269
DWELLING UNIT	12	5-7 incl.	0.3584228	X	3 =	1.0752684	0.2395144	X	3 =	0.7185432
DWELLING UNIT	13	5-7 incl.	0.3584228	X	3 =	1.0752684	0.2859291	X	3 =	0.8577873
DWELLING UNIT	14	5-7 incl.	0.3584228	X	3 =	1.0752684	0.2285307	X	3 =	0.6855921
DWELLING UNIT	15	5-7 incl.	0.3584228	X	3 =	1.0752684	0.2285307	X	3 =	0.6855921
DWELLING UNIT	16	5-7 incl.	0.3584228	X	3 =	1.0752684	0.2320738	X	3 =	0.6962214
DWELLING UNIT	17	5-7 incl.	0.3584228	X	3 =	1.0752684	0.2285307	X	3 =	0.6855921
DWELLING UNIT	18	5-7 incl.	0.3584228	X	3 =	1.0752684	0.2285307	X	3 =	0.6855921
DWELLING UNIT	19	5-7 incl.	0.3584228	X	3 =	1.0752684	0.2320738	X	3 =	0.6962214
DWELLING UNIT	20	5-7 incl.	0.3584228	X	3 =	1.0752684	0.3500594	X	3 =	1.0501782
DWELLING UNIT	21	5-7 incl.	0.3584228	X	3 =	1.0752684	0.2016031	X	3 =	0.6048093
DWELLING UNIT	22	5-7 incl.	0.3584228	X	3 =	1.0752684	0.2558127	X	3 =	0.7674381
DWELLING UNIT	23	5-7 incl.	0.3584228	X	3 =	1.0752684	0.2313652	X	3 =	0.6940956
DWELLING UNIT	24	5-7 incl.	0.3584228	X	3 =	1.0752684	0.4272993	X	3 =	1.2818979
DWELLING UNIT	25	5-7 incl.	0.3584228	X	3 =	1.0752684	0.2660877	X	3 =	0.7982631
DWELLING UNIT	26	5-7 incl.	0.3584228	X	3 =	1.0752684	0.3745069	X	3 =	1.1235207
DWELLING UNIT	27	5-7 incl.	0.3584228	X	3 =	1.0752684	0.4903667	X	3 =	1.4711001
DWELLING UNIT	28	5-7 incl.	0.3584228	X	3 =	1.0752684	0.4563528	X	3 =	1.3690584
DWELLING UNIT	29	5-7 incl.	0.3584228	X	3 =	1.0752684	0.3610431	X	3 =	1.0831293
DWELLING UNIT	1	8	0.3584228	X	1 =	0.3584228	0.2079807	X	1 =	0.2079807
DWELLING UNIT	2	8	0.3584228	X	1 =	0.3584228	0.2288850	X	1 =	0.2288850
DWELLING UNIT	3	8	0.3584228	X	1 =	0.3584228	0.2363256	X	1 =	0.2363256
DWELLING UNIT	4	8	0.3584228	X	1 =	0.3584228	0.3195887	X	1 =	0.3195887
DWELLING UNIT	5	8	0.3584228	X	1 =	0.3584228	0.3461620	X	1 =	0.3461620
DWELLING UNIT	6	8	0.3584228	X	1 =	0.3584228	0.2363256	X	1 =	0.2363256
DWELLING UNIT	7	8	0.3584228	X	1 =	0.3584228	0.2512066	X	1 =	0.2512066
DWELLING UNIT	8	8	0.3584228	X	1 =	0.3584228	0.2285307	X	1 =	0.2285307
DWELLING UNIT	9	8	0.3584228	X	1 =	0.3584228	0.2320738	X	1 =	0.2320738
DWELLING UNIT	10	8	0.3584228	X	1 =	0.3584228	0.2285307	X	1 =	0.2285307
DWELLING UNIT	11	8	0.3584228	X	1 =	0.3584228	0.3897423	X	1 =	0.3897423
DWELLING UNIT	12	8	0.3584228	X	1 =	0.3584228	0.2395144	X	1 =	0.2395144

One Old Mill

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	8	0.3584228	X	1 =	0.3584228	0.2859291	X	1 =	0.2859291
DWELLING UNIT	14	8	0.3584228	X	1 =	0.3584228	0.2285307	X	1 =	0.2285307
DWELLING UNIT	15	8	0.3584228	X	1 =	0.3584228	0.2285307	X	1 =	0.2285307
DWELLING UNIT	16	8	0.3584228	X	1 =	0.3584228	0.2320738	X	1 =	0.2320738
DWELLING UNIT	17	8	0.3584228	X	1 =	0.3584228	0.2285307	X	1 =	0.2285307
DWELLING UNIT	18	8	0.3584228	X	1 =	0.3584228	0.2285307	X	1 =	0.2285307
DWELLING UNIT	19	8	0.3584228	X	1 =	0.3584228	0.2320738	X	1 =	0.2320738
DWELLING UNIT	20	8	0.3584228	X	1 =	0.3584228	0.3500594	X	1 =	0.3500594
DWELLING UNIT	21	8	0.3584228	X	1 =	0.3584228	0.2016031	X	1 =	0.2016031
DWELLING UNIT	22	8	0.3584228	X	1 =	0.3584228	0.2558127	X	1 =	0.2558127
DWELLING UNIT	23	8	0.3584228	X	1 =	0.3584228	0.2313652	X	1 =	0.2313652
DWELLING UNIT	24	8	0.3584228	X	1 =	0.3584228	0.4272993	X	1 =	0.4272993
DWELLING UNIT	25	8	0.3584228	X	1 =	0.3584228	0.2660877	X	1 =	0.2660877
DWELLING UNIT	26	8	0.3584228	X	1 =	0.3584228	0.3613974	X	1 =	0.3613974
DWELLING UNIT	27	8	0.3584228	X	1 =	0.3584228	0.4776115	X	1 =	0.4776115
DWELLING UNIT	28	8	0.3584228	X	1 =	0.3584228	0.4563528	X	1 =	0.4563528
DWELLING UNIT	29	8	0.3584228	X	1 =	0.3584228	0.3610431	X	1 =	0.3610431
DWELLING UNIT	1	9-10 incl.	0.3584228	X	2 =	0.7168456	0.2079807	X	2 =	0.4159614
DWELLING UNIT	2	9-10 incl.	0.3584228	X	2 =	0.7168456	0.4765485	X	2 =	0.9530970
DWELLING UNIT	3	9-10 incl.	0.3584228	X	2 =	0.7168456	0.3365956	X	2 =	0.6731912
DWELLING UNIT	4	9-10 incl.	0.3584228	X	2 =	0.7168456	0.2249876	X	2 =	0.4499752
DWELLING UNIT	5	9-10 incl.	0.3584228	X	2 =	0.7168456	0.2285307	X	2 =	0.4570614
DWELLING UNIT	6	9-10 incl.	0.3584228	X	2 =	0.7168456	0.2320738	X	2 =	0.4641476
DWELLING UNIT	7	9-10 incl.	0.3584228	X	2 =	0.7168456	0.2285307	X	2 =	0.4570614
DWELLING UNIT	8	9-10 incl.	0.3584228	X	2 =	0.7168456	0.3716724	X	2 =	0.7433448
DWELLING UNIT	9	9-10 incl.	0.3584228	X	2 =	0.7168456	0.3412017	X	2 =	0.6824034
DWELLING UNIT	10	9-10 incl.	0.3584228	X	2 =	0.7168456	0.3337611	X	2 =	0.6675222
DWELLING UNIT	11	9-10 incl.	0.3584228	X	2 =	0.7168456	0.3330525	X	2 =	0.6661050
DWELLING UNIT	12	9-10 incl.	0.3584228	X	2 =	0.7168456	0.3337611	X	2 =	0.6675222
DWELLING UNIT	13	9-10 incl.	0.3584228	X	2 =	0.7168456	0.3330525	X	2 =	0.6661050
DWELLING UNIT	14	9-10 incl.	0.3584228	X	2 =	0.7168456	0.5130426	X	2 =	1.0260852
DWELLING UNIT	15	9-10 incl.	0.3584228	X	2 =	0.7168456	0.5700867	X	2 =	1.1401734
DWELLING UNIT	16	9-10 incl.	0.3584228	X	2 =	0.7168456	0.4524554	X	2 =	0.9049108
DWELLING UNIT	17	9-10 incl.	0.3584228	X	2 =	0.7168456	0.4581244	X	2 =	0.9162488
DWELLING UNIT	18	9-10 incl.	0.3584228	X	2 =	0.7168456	0.4237562	X	2 =	0.8475124
DWELLING UNIT	19	9-10 incl.	0.3584228	X	2 =	0.7168456	0.3571457	X	2 =	0.7142914
DWELLING UNIT	1	11	0.3584228	X	1 =	0.3584228	0.5587487	X	1 =	0.5587487
DWELLING UNIT	2	11	0.3584228	X	1 =	0.3584228	0.3365956	X	1 =	0.3365956
DWELLING UNIT	3	11	0.3584228	X	1 =	0.3584228	0.2249876	X	1 =	0.2249876
DWELLING UNIT	4	11	0.3584228	X	1 =	0.3584228	0.2285307	X	1 =	0.2285307
DWELLING UNIT	5	11	0.3584228	X	1 =	0.3584228	0.2320738	X	1 =	0.2320738
DWELLING UNIT	6	11	0.3584228	X	1 =	0.3584228	0.2285307	X	1 =	0.2285307
DWELLING UNIT	7	11	0.3584228	X	1 =	0.3584228	0.3716724	X	1 =	0.3716724
DWELLING UNIT	8	11	0.3584228	X	1 =	0.3584228	0.3412017	X	1 =	0.3412017
DWELLING UNIT	9	11	0.3584228	X	1 =	0.3584228	0.3337611	X	1 =	0.3337611
DWELLING UNIT	10	11	0.3584228	X	1 =	0.3584228	0.3330525	X	1 =	0.3330525
DWELLING UNIT	11	11	0.3584228	X	1 =	0.3584228	0.3337611	X	1 =	0.3337611
DWELLING UNIT	12	11	0.3584228	X	1 =	0.3584228	0.3330525	X	1 =	0.3330525
DWELLING UNIT	13	11	0.3584228	X	1 =	0.3584228	0.5130426	X	1 =	0.5130426
DWELLING UNIT	14	11	0.3584228	X	1 =	0.3584228	0.5700867	X	1 =	0.5700867
DWELLING UNIT	15	11	0.3584228	X	1 =	0.3584228	0.4524554	X	1 =	0.4524554
DWELLING UNIT	16	11	0.3584228	X	1 =	0.3584228	0.4559985	X	1 =	0.4559985
DWELLING UNIT	17	11	0.3584228	X	1 =	0.3584228	0.4237562	X	1 =	0.4237562
DWELLING UNIT	18	11	0.3584228	X	1 =	0.3584228	0.3571457	X	1 =	0.3571457
DWELLING UNIT	1	12	0.3584228	X	1 =	0.3584228	0.7660208	X	1 =	0.7660208
DWELLING UNIT	2	12	0.3584228	X	1 =	0.3584228	0.6331541	X	1 =	0.6331541

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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	3	12	0.3584228	X	1 =	0.3584228	0.6023290	X	1 =	0.6023290
DWELLING UNIT	4	12	0.3584228	X	1 =	0.3584228	0.6731912	X	1 =	0.6731912
DWELLING UNIT	5	12	0.3584228	X	1 =	0.3584228	0.6689395	X	1 =	0.6689395
DWELLING UNIT	6	12	0.3584228	X	1 =	0.3584228	0.7557458	X	1 =	0.7557458
DWELLING UNIT	1	13	0.3584228	X	1 =	0.3584228	0.7660208	X	1 =	0.7660208
DWELLING UNIT	2	13	0.3584228	X	1 =	0.3584228	0.6331541	X	1 =	0.6331541
DWELLING UNIT	3	13	0.3584228	X	1 =	0.3584228	0.6023290	X	1 =	0.6023290
DWELLING UNIT	4	13	0.3584228	X	1 =	0.3584228	0.6767344	X	1 =	0.6767344
DWELLING UNIT	5	13	0.3584228	X	1 =	0.3584228	1.3283126	X	1 =	1.3283126
DWELLING UNIT	6	13	0.3584143	X	1 =	0.3584143	0.7557458	X	1 =	0.7557458
COMMUNICATION CONTROL UNIT	1	14	0.0000001	X	1 =	0.0000001	0.0002007	X	1 =	0.0002007
COMMERCIAL/RETAIL GARBAGE ROOM UNIT	1	A	0.0000001	X	1 =	0.0000001	0.0005628	X	1 =	0.0005628
PARKING UNIT	1-32 incl.	B	0.0000001	X	32 =	0.0000032	0.0285663	X	32 =	0.9141216
PARKING/BICYCLE STORAGE/LOCKER UNIT	33-42 incl.	B	0.0000001	X	10 =	0.0000010	0.0408067	X	10 =	0.4080670
PARKING UNIT	43-44 incl.	B	0.0000001	X	2 =	0.0000002	0.0285663	X	2 =	0.0571326
PARKING/BICYCLE STORAGE UNIT	45-46 incl.	B	0.0000001	X	2 =	0.0000002	0.0309742	X	2 =	0.0619484
PARKING/BICYCLE STORAGE/LOCKER UNIT	47-52 incl.	B	0.0000001	X	6 =	0.0000006	0.0408067	X	6 =	0.2448402
PARKING UNIT	53-79 incl.	B	0.0000001	X	27 =	0.0000027	0.0285663	X	27 =	0.7712901
PARKING/BICYCLE STORAGE UNIT	80	B	0.0000001	X	1 =	0.0000001	0.0309742	X	1 =	0.0309742
BICYCLE STORAGE/LOCKER UNIT	81-107 incl.	B	0.0000001	X	27 =	0.0000027	0.0122404	X	27 =	0.3304908
PARKING UNIT	1-88 incl.	C	0.0000001	X	88 =	0.0000088	0.0285663	X	88 =	2.5138344
LOCKER UNIT	89-115 incl.	C	0.0000001	X	27 =	0.0000027	0.0122404	X	27 =	0.3304908
PARKING UNIT	1-88 incl.	D	0.0000001	X	88 =	0.0000088	0.0285663	X	88 =	2.5138344
LOCKER UNIT	89-115 incl.	D	0.0000001	X	27 =	0.0000027	0.0122404	X	27 =	0.3304908
PARKING UNIT	1-24 incl.	E	0.0000001	X	24 =	0.0000024	0.0285663	X	24 =	0.6855912
LOCKER UNIT	25-28 incl.	E	0.0000001	X	4 =	0.0000004	0.0122404	X	4 =	0.0489616
PARKING UNIT	29-32 incl.	E	0.0000001	X	4 =	0.0000004	0.0285663	X	4 =	0.1142652
LOCKER UNIT	33-89 incl.	E	0.0000001	X	57 =	0.0000057	0.0122404	X	57 =	0.6977028
						100%				100%

Residences At Old Mill Inc., hereby confirms the percentages and calculations herein.

Residences At Old Mill Inc.

Per: _____

Authorized Signing Officer

I have the authority to bind the Corporation

Ver.80

SCHEDULE "E"

TO THE DECLARATION OF RESIDENCES AT OLD MILL 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, commercial/retail 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):

      i) 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.R.U.C. amount), and 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; and

      ii) each of the commercial/retail unit owners, for the cost of the water consumption attributable to each of their respective commercial/retail units (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the check or consumption meter for water appurtenant to each of the commercial/retail units (and comprising part of each Commercial/retail unit owner's P.S.U.C. amount);

   b) electricity on a bulk basis (for each of the dwelling units, commercial/retail 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):

      i) 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), pursuant to the periodic reading of the check or consumption meter for electricity appurtenant to each of the dwelling units (and comprising part of each dwelling unit owner's P.S.R.U.C. amount); and

      ii) each of the commercial/retail unit owners, for the cost of the electricity consumption attributable to each of their respective commercial/retail units (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the check or consumption meter for electricity appurtenant to each of the commercial/retail units (and comprising part of each commercial/retail unit owner's P.S.U.C. amount);

   c) gas on a bulk basis for any gas service supplied to any portion(s) of the common elements;

   d) bulk internet services supplied to each of the respective dwelling units and designated portions of the common elements;

   e) the cost of sorting, storing, recycling and/or disposing of the residential 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, on the express understanding however that each commercial/retail unit owner shall pay and be solely responsible for the cost of collecting, recycling and/or disposing of the garbage emanating from his or her commercial/retail unit (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 commercial/retail unit owner's garbage and refuse);

   f) maintenance and landscaping materials, tools and supplies;

   g) interior roadway/walkway lighting, cleaning and snow removal (including the cost of clearing and removing debris, snow and ice from all pedestrian walkways situate within the confines of this Condominium, and the public sidewalk areas along any portion of the perimeter of this Condominium, and specifically the public sidewalk and/or walkway adjacent to the commercial/retail units in this Condominium), as well as general grounds maintenance and landscaping services with respect to the non-exclusive use common element areas, together with the cost of maintaining and repairing the Public Art and the Public Walkway respectively;

h) the cost of maintaining, repairing and/or replacing (as and when required) the hot water, electricity and thermal check meters appurtenant to each of the dwelling units, as well as the water, electricity and thermal check meters appurtenant to each of the commercial/retail units; and

i) the cost of irrigating and illuminating the outdoor landscaped areas of this Condominium, as well as the cost of operating, maintaining and repairing the outdoor water fountain or other water feature, and all landscaping and irrigation equipment and/or related facilities installed by the Declarant within any portion of the common elements, including the cost of maintaining all plants, trees, shrubbery, and all hard and soft landscaping elements or features installed by the Declarant within this Condominium, as well as the cost of maintaining and irrigating all of the trees, planters and other landscaping elements or materials that are placed or installed by or on behalf of the City of Toronto upon or within the public sidewalk areas or public road allowance situate adjacent to the Real Property, along Bloor Street West, Riverview Gardens and Old Mill Drive respectively.

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 hot water, electricity and thermal check meters appurtenant to each of the dwelling units, as provided for in the declaration), 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 and telephone services, and accordingly the cost of heating and cooling each of the dwelling units, as well as the cost of hot water, electricity, cable television and telephone 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.

Each of the commercial/retail units shall be separately metered or sub-metered, and correspondingly invoiced on a periodic basis by the Utility Monitor [as agent for (or contractor with) the Corporation] for the cost of water and electricity services consumed, and for the cost of heating and cooling each unit owner's commercial/retail unit (predicated on the reading of the water, electricity and thermal check meters appurtenant to each of the commercial/retail units, as provided for in the declaration), and such costs shall be payable by each commercial/retail unit owner in accordance with the provisions of the declaration. In addition, each of the commercial/retail unit owners shall be separately invoiced for cable television and telephone services, and accordingly the cost of heating and cooling each of the commercial/retail units, as well as the cost of water, electricity, cable television and telephone services (so consumed or utilized by each of the commercial/retail unit owners) shall <u>not</u> constitute or be construed as a common expense, but rather shall be borne and paid for by each commercial/retail 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 for the reserve fund to be paid by every owner as part of their respective contributions towards the common expenses, for the major repair and replacement of the common elements and assets of the Corporation;

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. The fees and disbursements of the Insurance Trustee, if and when an insurance trust agreement is hereafter entered into by or on behalf of this Condominium;

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;

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12. All sums of money paid or payable by the Corporation in order to comply with the duties set forth in section 54 of the declaration, including without limitation:

a) all expenses incurred by the Corporation in complying with the terms and provisions of the Outstanding Municipal Agreements [as defined in section 54(i) of 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;

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;

d) all costs and expenses incurred to maintain and repair the commercial/retail garbage room unit, the Commercial Corridor, the commercial service areas, and the Sign Band/Canopy, as and when required, together with all realty taxes, insurance premiums and common element assessments attributable to the commercial/retail garbage room unit (and correspondingly assessed or payable from and after the date of registration of this Condominium); and

e) all costs and expenses incurred to obtain and maintain the Public Art & Walkway Insurance, as required by the City of Toronto;

13. All sums of money paid or payable by the Corporation to the Green Lender in connection with the repayment of the Green Loan, including all monthly payments made (or to be made) on account of principal, and all other costs and expenses incurred or associated with the Green Loan and/or the security documentation in connection therewith, as expressly contemplated in section 54(jj) of the declaration; and

14. All costs and expenses (including legal fees on a solicitor and client basis or 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 52 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)].

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SCHEDULE 'F'

TO THE DECLARATION OF RESIDENCES AT OLD MILL INC.

The owners of **Commercial/Retail Units 16, 17, 18, 19, 20 and 21** on **Level 1** shall have the exclusive use of that portion of the common elements shown on the description filed concurrently with the declaration and designated "**X-1**" on **Level 1**, as illustrated on Sheet 1 Part 2 of said description for the exclusive use and enjoyment of same as commercial/retail service corridor.

The owners of **Commercial/Retail Units 16, 17, 18, 19, 20 and 21** on **Level 1** shall have the exclusive use of that portion of the common elements shown on the description filed concurrently with the declaration and designated "**X-3**" on **Level 1**, as illustrated on Sheet 1 Part 2 of said description for the exclusive use and enjoyment of same as commercial/retail bicycle storage area.

The owners of **Commercial/Retail Units 16, 17, 18, 19, 20 and 21** on **Level 1** shall have the exclusive use of those portions of the common elements shown on the description filed concurrently herewith and designated with the prefix "X", as illustrated in Part 2 on Sheet 1 of said description, as follows:

Unit 16 on Level 1	X-4
Unit 17 on Level 1	X-5
Unit 18 on Level 1	X-6
Unit 19 on Level 1	X-7
Unit 20 on Level 1	X-8
Unit 21 on Level 1	X-9

for the exclusive use and enjoyment of same as outdoor patio area.

The owners of **Dwelling Units** *(as defined in Schedule 'C' of the declaration)* shall have the exclusive use of those portions of the common elements shown on the description filed concurrently with the declaration and designated "**X-2** on **Level 1, X-1** on **Level 14 and X-1, X-2** on **Level A**", as illustrated on Sheet 1 Part 2 of said description for the exclusive use and enjoyment of same as amenity areas.

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, French balcony and/or terrace, as illustrated in Part 1 on Sheets 1, 2, 3 and 4 of the description filed concurrently with the declaration, shall have the exclusive use and enjoyment of such balconies, French balconies and/or terraces.

The owners of **Dwelling Units 1, 2, 9, 20, 27, 28, 29 and 30 on Level 3** shall have the exclusive use of those portions of the common elements shown on the description filed concurrently herewith and designated with the prefix "X", as illustrated in Part 2 on Sheet 1 of said description, as follows:

Unit 1 on Level 3	X-1
Unit 2 on Level 3	X-2
Unit 9 on Level 3	X-3
Unit 20 on Level 3	X-4
Unit 27 on Level 3	X-5
Unit 28 on Level 3	X-6
Unit 29 on Level 3	X-7
Unit 30 on Level 3	X-8

for the exclusive use and enjoyment of same as terrace areas.

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.

Date: 10 December, 2014
I. M. PATUSHAK LIMITED

Per:.....
Phillip Hofmann, O.L.S.

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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 RESIDENCES AT OLD MILL INC. municipally known as 1 Old Mill in the City of Toronto Ontario

Strike out whichever is not applicable:

OR

Each building on the land included in this phase*)*

Have 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 21 day of NOVEMBER, 2014

Kirkor Architects

(signature)

Carlos Antunes
(print name)