

# THE LAND TITLES ACT

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## DECLARATION

### THE CONDOMINIUM ACT

TORONTO STANDARD CONDOMINIUM PLAN No.	1526
NEW PROPERTY IDENTIFIERS BLOCK	12526
RECENTLY :	All of Pin 10104 - 1528
DECLARANT :	SPECTRUM TWO RESIDENCES INC.

SOLICITOR: Jules A. Mikelberg

GOODMAN AND CARR

200 KING STREET WEST

SUITE 2300

TORONTO, ONTARIO

M5H 3W5

PHONE: 416-595-2300

No. OF UNITS 658

FEES : \$70.00 + \$5.00 X 658 = \$3360.00

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

**SPECTRUM TWO RESIDENCES INC.**  
(hereinafter called the "Declarant")

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

**AND WHEREAS** the Declarant has constructed a building upon the said lands containing 231 dwelling units, being Unit 1, Level 1, and Units 1 to 11, inclusive, Levels 2 to 21, inclusive, and Units 1 to 5, inclusive, Levels 22 and 23 (the "Dwelling Units"), 245 parking units, being Units 1 to 76 inclusive, and Unit 124 on Level A, Units 1 to 83 inclusive, and Unit 154 on Level B, and Units 1 to 83 inclusive, and Unit 146 on Level C (the "Parking Units"), 178 locker units, being Units 77 to 122, inclusive, on Level A, Units 84 to 153 inclusive on Level B and Units 84 to 145 inclusive on Level C (the "Locker Units"), two communication control units, being Unit 1 on Level 24 and Unit 123 on Level A, and two guest amenity room units (the "Guest Amenity Rooms"), being Units 2 and 3, Level 1.

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

**NOW THEREFORE THE DECLARANT DECLARES AS FOLLOWS:**

**ARTICLE I  
INTRODUCTORY**

**1. Definitions**

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

(a) the "Communication Control Units" (or "CCU") shall mean Unit 1 on Level 24, and Unit 123 on Level A, as more particularly defined by the CCU unit boundaries set out on Schedule "C", to be used for the purpose of broadcasting, distributing, transmitting, retransmitting and receiving radio, television, telephone, microwave data, analog and/or digital data, paging and/or satellite transmissions and signals (or for any other electronic or communication purposes ancillary thereto) as more particularly set out in this Declaration.

(b) The "Corporation" (or the "Phase 2 Corporation") shall mean the condominium corporation created by the registration of this declaration and description pursuant to the Act and the "Condominium" (or the "Phase 2 Condominium") shall mean the lands and building governed by this Declaration.

(c) The "Phase 1 Condominium" means the lands and building to the south of the Condominium being Toronto Standard Condominium Plan No. 1466.

(d) The "Phase 1 Corporation" means the condominium corporation created by the registration of a declaration and description for the Phase 1 Condominium, being Toronto Standard Condominium Corporation No. 1466.

(e) The "Two Condominium Corporations" shall mean the Corporation and the Phase 1 Corporation.

(f) The "Common Facilities Agreement" means the agreement dated September 23, 2002 and registered as Instrument No. AT13170 on October 9, 2002 between the Phase 1 Corporation, the Declarant and the Phase 1 Declarant, and assumed by the Phase 2 Corporation, with respect to the shared facilities to be located on the Condominium and Phase 1 Condominium, as amended, modified, supplemented or replaced, from time to time.

**2. Statement of Intention**

The lands described in Schedule "A" and in the description together with all interests appurtenant to the said lands are governed by the Act. The registration of this Declaration and the description will create a standard freehold condominium corporation.

**3. Consent of Encumbrances**

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

**4. Boundaries of Units and Monuments**

The monuments controlling the extent of the Units are the physical surfaces mentioned in the boundaries of Units in Schedule "C" attached hereto. Notwithstanding the boundaries set out in Schedule "C" annexed hereto, each Unit (other than the CCU) shall include all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, including the heating and air-conditioning equipment that supply any service to that particular unit only, provided however, that each Unit (other than the CCU) shall exclude all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus that supply a service to another Unit or the common elements, exterior doors and door frames, exterior windows and window frames and all concrete, concrete block or masonry portions of load bearing walls, or columns located within any such Unit. Notwithstanding the boundaries set out in Schedule "C", the CCU shall include all pipes, wires, cables, conduits, ducts and mechanical or electrical apparatus, installations and equipment, that supply any service or utility to/or from the CCU to/or from any other Unit or the common elements of the Condominium, notwithstanding said service or utility will be situate outside the CCU unit boundaries.

Each Parking Unit and Locker Unit excludes all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (used for water drainage, power or otherwise) that supply any service to any Unit or to the common elements and whether located in or outside of any walls or floors together with any heating or air conditioning equipment, ducts, flues, shafts or shear walls, fire hose cabinets and steel guardrails abutting such columns, concrete walls or load-bearing walls, as well as any additional floor surfacing (membranes and coatings included) which may be located within any such Parking Unit or Locker Unit.

**5. Common Interest and Common Expenses**

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

**6. Address for Service and Mailing and Municipal Address of the Corporation**

The Corporation's address for service shall be 4711 Yonge Street, Suite 1400, Toronto, Ontario M2N 7E4, or such other address as the Corporation may by resolution of the board determine, and the mailing address of the Corporation shall be 4711 Yonge Street, Suite 1400, Toronto, Ontario M2N 7E4, or such other address as the Corporation may by resolution of the board determine, and the municipal address of the Corporation shall be 28 Harrison Garden Boulevard, Toronto, Ontario.

7. Approval Authority Requirements

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

8. Architect/Engineer Certificates

The certificate(s) of the architect and/or engineer(s) that all buildings have been constructed in accordance with the regulations is/are contained in Schedule "G" attached hereto.

9. Standard Condominium

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

ARTICLE II  
COMMON EXPENSES

1. Specification of Common Expenses

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

ARTICLE III  
UNITS

1. Occupation and Use

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

- (a)
  - (i) Each Dwelling Unit shall be occupied and used only for residential purposes in accordance with the applicable zoning by-laws and for no other purpose, but the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs until all units in the Condominium and the Phase 1 Condominium have been sold by the Declarant and the declarant of the Phase 1 Condominium (the "Phase 1 Declarant") or their respective successors and assigns.
  - (ii) Each Parking Unit shall be used only by an owner or occupant of a Dwelling Unit in the Condominium and/or Phase 1 Condominium and/or by the Declarant and/or the Phase 1 Declarant and/or the Two Condominium Corporations for the parking of one (1) motor vehicle (except for Parking Units containing two (2) tandem parking spaces, if any, which shall be used for the parking of no more than two (2) motor vehicles), and for no other purpose and no boats, trailers, snowmobiles, campers or recreation vehicles shall be parked on a Parking Unit.
  - (iii) Each Locker Unit shall be used only by an owner or occupant of a Dwelling Unit in the Condominium and/or Phase 1 Condominium and/or by the Declarant or the Phase 1 Declarant and/or the Two Condominium Corporations for storage of household and personal items.

(iv) The Declarant and/or the Phase 1 Declarant shall be entitled to use and allow its sales staff, authorized personnel or prospective purchasers or tenants to use any unsold Parking or Locker Units until all residential units in the Condominium and Phase 1 Condominium have been sold by the Declarant, the Phase 1 Declarant or their respective successors and assigns.

(v) The Guest Amenity Rooms shall be used only by visitors of owners or occupants of a Dwelling Unit in the Condominium, for temporary periods, and otherwise on terms and conditions satisfactory to the board, from time to time, including, without limitation, any charges to be made for the use thereof.

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

(A) 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 the Condominium required to obtain full and complete access to the CCU and any of the CCU Equipment as hereinafter defined;

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

(C) the right to install the CCU Equipment through, over, along, upon and in the common element areas of the Condominium and to connect same to the building's electrical and mechanical services in order to facilitate the reception, distribution, transmission and/or retransmission of television, telephone, radio, analog and/or digital data, microwave, paging and/or satellite transmissions and signals, including without limitation, the right to puncture, protrude, suspend, affix, anchor, encroach upon, or construct anything within or upon the CCU and/or the exclusive use common element areas appurtenant thereto for the purposes of enabling or facilitating the installation and operation of the CCU Equipment and/or enhancing the operation and use of the CCU, the CCU Equipment, and/or the exclusive use common element areas appurtenant to the CCU.

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Notwithstanding anything hereinbefore or hereinafter provided to the contrary, in the event that the owner of the CCU utilizes or operates the CCU for the purposes hereinbefore contemplated, then the Corporation may install (or cause to be installed) at the Corporation's sole cost and expense, a consumption meter measuring the hydro-electric service utilized or consumed by the owner, tenant, and/or licensee of the CCU. Once installed, the Corporation shall cause the said consumption meter to be read on a monthly basis, and shall thereafter submit an invoice with respect to the hydro-electric service so utilized or consumed, to the owner of the CCU or to any other party or parties as the owner may direct the Corporation, reflecting only the actual cost of the hydro-electricity consumed based upon the prevailing rates charged from time to time by the applicable hydro-electric authority to the Corporation directly. The Corporation shall be solely responsible for the maintenance and repair of the said consumption meter.

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

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

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

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

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

(f) No animals, other than those usually considered to be pets shall be kept or allowed in any Dwelling Unit. No animal which is deemed by the board or the Manager, in their absolute discretion, to be a nuisance shall be kept by any owner in any Dwelling Unit. Such owner shall, within two weeks of receipt of written notice from the board requesting the removal of such animal, permanently remove such animal from the property. Notwithstanding the generality of the foregoing, no attack dogs shall be

allowed in the Dwelling Units. No breeding of animals for sale shall be carried on in, on or around any Dwelling Unit.

(g) No noise shall be permitted to be transmitted from one unit to another. If the board determines that any noise is being transmitted to another unit and that such noise is an annoyance and/or a nuisance and/or disruptive (regardless of whether that unit is below or wherever situated in relation to the offending unit), then the owner of such unit shall at his own expense take such steps as shall be necessary to abate such noise to the satisfaction of the board. If the owner of such unit fails to abate the noise, the board shall take such steps as shall be necessary to abate the noise and the unit owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, which expenses are to include reasonable solicitor's fees.

(h) No sign, advertisement or notice of any type visible from the exterior of the unit, shall be inscribed, painted, affixed or displayed in any part of the unit without the prior written consent of the board.

2. **Restriction on Parking and Locker Units**

(a) Notwithstanding anything contained herein, save and except for the Declarant and/or Phase 1 Declarant and/or the Two Condominium Corporations, no one shall retain ownership of any Parking and/or Locker Unit after he has sold and conveyed title to his Dwelling Unit and any sale, transfer, assignment or other conveyance of any Parking and/or Locker Unit shall be made only to the Declarant or the Phase 1 Declarant or the Two Condominium Corporations or to any owner of a Dwelling Unit or CCU in the Two Condominium Corporations.

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

(i) any sale, transfer, assignment or other conveyance of any Parking and/or Locker Unit shall be made only to the Declarant or the Phase 1 Declarant or to the Two Condominium Corporations or to any owner of a Dwelling Unit or CCU in the Two Condominium Corporations;

(ii) any lease of a Parking and/or Locker Unit shall be made only to the Declarant or the Phase 1 Condominium Declarant or to the Two Condominium Corporations or to any owner or tenant of a Dwelling Unit or CCU in the Two Condominium Corporations, provided however that if any Parking and/or Locker Unit is leased to a tenant of a Dwelling Unit, then the term of such lease shall not extend beyond the term of the tenancy in respect of such Dwelling Unit;

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

(iv) where the lessee of a Parking and/or Locker Unit is an owner of the Dwelling Unit and such lessee is deprived of possession and/or ownership of his Dwelling Unit through any legal action, by any party holding a registered mortgage, charge, execution, lien or other encumbrance

against said Dwelling Unit, then such lease shall be deemed to be in default and shall thereupon be automatically terminated and of no further or effect, whereupon the Parking and/or Locker Unit which is subject to the lease shall automatically revert to the lessor thereof.

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

### 3. Rights of Entry to the Unit

(a) The Corporation or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the board, shall be entitled to enter any unit, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the property.

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

(c) If any owner shall not be personally present to grant entry to his unit, the Corporation or its agents may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.

(d) The Corporation shall retain the means of opening all locks to each unit, including the combination to any combination locking system. No owner shall change any lock or the combination thereof or place any additional locks or locking devices on the doors to any unit or to any part of the common elements of which such owner has the exclusive use, without immediately providing to the Corporation the means of opening such lock or locking device.

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

## ARTICLE IV COMMON ELEMENTS

### 1. Use of Common Elements

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

### 2. Restricted Use of Recreational Facilities

The board shall be entitled to determine from time to time on terms and conditions satisfactory to it, the basis upon which the recreational facilities, which are part of the common elements, can be utilized by owners and/or occupants of Dwelling Units or others including without limitation any charges to be made for the use thereof.



3. **Exclusive Use of Parts of Common Elements**

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

4. **Restrictive Access**

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

5. **Additions, Alterations and Improvements**

(a) No alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge, planter, addition or erection of any kind whatsoever (the work) shall be performed, done, erected or planted within or in relation to the common elements (including any part thereof over which any owner has the exclusive use) except by the Corporation or with its prior written consent or as permitted by the by-laws or rules and such owner shall have entered into an agreement with the Corporation in accordance with Section 98 of the Act.

(b) the Corporation shall have access at all reasonable times to any part of the common elements over which any owner has the exclusive use in order to do the work.

6. **Animals**

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

7. **Visitor's Parking**

Each space in the common elements identified as Visitor's Parking shall be used only by visitors and guests of the owners or occupants of the Two Condominium Corporations, for the purpose of casual parking thereon of one (1) vehicle, and such spaces shall not be assigned, leased or sold to anyone.

8. **Shared Facilities**

The Corporation shall enter into the Ratification of the Common Facilities Agreement providing for the granting of any necessary easements and rights-of-way and the sharing of costs of operation and management of the shared facilities, including, without limiting the foregoing, the Superintendent's Unit, Lobby Unit and Service Room Units located in the Phase 1 Condominium and the Visitor's Parking spaces to be located in the Phase 1 and Phase 2 Condominiums.

## ARTICLE V MAINTENANCE AND REPAIRS

1. Each Dwelling Unit owner shall maintain or cause to be maintained a temperature in his unit at a minimum temperature of 8° Celsius (46.5° Fahrenheit). Each owner (including the owner of the CCU) shall maintain his unit and subject to the provisions of the declaration, each owner (including the owner of the CCU) shall repair his unit after damage, all at his own expense. Notwithstanding anything provided to the contrary, each owner shall be responsible for all damages to any other units or to the common elements which are caused by the owner or by those for whom he is in law responsible or caused by the failure of such owner to so maintain or repair his unit. The Corporation shall maintain and repair the exclusive use common element areas appurtenant to the CCU, if any, including without limitation the roof slab and any waterproof membrane, ballast, parapet walls, cladding, wooden and/or concrete walls, mechanical rooms (including all equipment and appurtenances thereto which are situate therein and are used in connection with the operation and/or maintenance of the Condominium), the stairwell enclosures and any other structural elements and roof surface treatment situate within the boundaries of the CCU and/or the exclusive use common element areas appurtenant thereto. The Corporation shall cause all maintenance and repair work to the exclusive use common element areas appurtenant to the CCU to be performed and carried out in such a manner as will produce or cause the least amount of interference with the use and/or enjoyment of the CCU by the owner of such unit and his agents, tenants, invitees, licensees and contractors. Notwithstanding the foregoing, the owner of the CCU shall be obliged to reimburse the Corporation for all reasonable costs incurred in repairing any portion of the exclusive use common element areas appurtenant to the CCU which are necessitated solely by the installation and/or operation of the CCU Equipment and not by the reason of the Corporation's failure to properly maintain or repair the exclusive use common element areas appurtenant to the CCU as would a prudent owner of same.

The Corporation shall make any repairs that any owner is obligated to make and that he does not make within a reasonable time after written notice is given to such owner by the Corporation. In such event an owner shall be deemed to have consented to having repairs done to his unit by the Corporation. The owner shall reimburse the Corporation in full for the cost of such repairs including any legal fees and collection costs incurred by the Corporation in order to collect the costs of such repairs and all such costs shall bear interest at the Corporation's bank's prime rate of interest plus 5% per annum calculated monthly, not in advance, until paid by the owner. The Corporation may collect such costs in such instalments as the board may decide upon, which instalment shall be added to the monthly contribution towards common expenses of such owner after receipt of written notice from the Corporation thereof and shall be treated in all respects as a common expense and be recoverable as such.

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

## ARTICLE VI INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

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

- (11)
- (a) the receipt by the Insurance Trustee of any proceeds of insurance payable to the Corporation in excess of fifteen percent (15%) of the replacement cost of the property covered by the insurance policy;
  - (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the declaration;
  - (c) the disbursement of such proceeds to those entitled thereto pursuant to the provisions of the Insurance Trust Agreement; and
  - (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

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

2. If:

- (a) the Corporation is obligated to repair any unit insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs.
- (b) there is no obligation by the Corporation to repair any unit in accordance with the provisions of the Act, and there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the owners in such proportions upon registration of a notice of termination by the Corporation. notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Notice of Lien registered by the Corporation against such unit, in accordance with the priorities thereof.
- (c) the board, in accordance with the provisions of the Act, determines that
  - (i) there has not been substantial damage to twenty-five percent (25%) of the building, or
  - (ii) determines that there has been substantial damage to twenty-five percent (25%) of the building and within sixty (60) days thereafter the owners who own eighty percent (80%) of the units do not vote for termination,

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

ARTICLE VII  
INSURANCE

1. By the Corporation

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

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

(b) personal property owned by the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the owners in an amount equal to the replacement cost of such real and personal property, without deduction for depreciation. Every policy of insurance shall insure the interests of the Corporation and the owners from time to time, as their respective interests may appear, with mortgagee endorsements, which shall be subject to the provisions of the declaration and the Insurance Trust Agreement, and shall contain the following provisions:

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

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

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

(c) public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the common elements insuring the liability of the Corporation and the owners from time to time, with limits to be determined by the board, but not less than Five Million Dollars (\$5,000,000) and without right of subrogation as against the Corporation, its Manager, agents, employees and servants, and as against the owners and any member of the household or guests of any owner or occupant of a unit.

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

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

2. General Provisions

(a) Prior to the obtaining by anyone other than the Declarant, of any policy of insurance under paragraph 1(a) and (b) of this Article, or any renewal or renewals thereof, or at such other time as the board may deem advisable, the board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the property for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.

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

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

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

### 3. By the Owner

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

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

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

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

(d) Special assessments levied by the Corporation.

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

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ARTICLE VIII  
MISCELLANEOUS

1. Invalidity

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

2. Gender

The use of the masculine gender in this declaration shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires.

DATED at Toronto this 11th day of June, 2003.

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

SPECTRUM TWO RESIDENCES INC.

Per: Alan Menkes  
Name: Alan Menkes  
Title: President

I have authority to bind the Corporation.

SCHEDULE "A"

In the City of Toronto, formerly the City of North York and Province of Ontario, being composed of Part of Block 6, according to a plan registered in the Land Titles Division of the Toronto Registry Office as Plan 66M-2354, designated as PARTS 15 to 22 inclusive on a plan of survey of record deposited in the Land Titles Division of the Toronto Registry Office as Plan 66R-19510, hereinafter referred to as the "Phase 2 Lands".

SUBJECT TO a right-of-way in favour of Wittington Properties Limited, over the "Phase 2 Lands", for the purposes as set out in Instrument E373373.

SUBJECT TO an easement in favour of Rogers Cable Inc. over the "Phase 2 Lands" for the purposes as set out in Instrument E409410.

SUBJECT TO rights-of-way or rights in the nature of easements in favour of Toronto Standard Condominium Plan No. 1466, which said rights-of-way or rights in the nature of easements are as set out in Instrument E506214 and are as follows:

- a) in, over, along and upon Part of Block 6 on said Registered Plan 66M-2354, designated as PART 17 on said Plan 66R-19510, for the purposes of pedestrian and vehicular ingress and egress.
- b) in and through Part of Block 6 on said Registered Plan 66M-2354, designated as PARTS 16, 17, 18, 19, 20, 21 and 22 on said Plan 66R-19510, for the access of persons, materials and equipment necessary for the purposes of maintaining, repairing, operating and installing the General Services which are necessary for the operation of the structure situate within Toronto Standard Condominium Plan No. 1466.
- c) a right-of-support in and through all structural members, including, but not limited to, load bearing walls and columns floor and roof slabs, constructed or to be constructed within Part of Block 6 on said Plan 66M-2354, designated as PARTS 17, 18, 19, 20, 21 and 22 on said Plan 66R-19510, which is necessary for the support of the structure constructed within Toronto Standard Condominium Plan No. 1466.
- d) over Part of Block 6 on said Plan 66M-2354, designated as PART 16 on said Plan 66R-19510, for the purposes of pedestrian ingress and egress and the use and enjoyment of any landscaping or recreational facilities located thereon.
- e) in, over, along and upon Part of Block 6 on said Plan 66M-2354, designated as PARTS 21 and 22 on said Plan 66R-19510, for the purposes of pedestrian and vehicular ingress and egress, including the parking of motor vehicles in the designated parking spaces within such lands.

TOGETHER WITH rights-of-way or rights in the nature of easements over Toronto Standard Condominium Plan No.1466, which said rights-of-way or rights in the nature of easements are as set out in Instrument E506214 and are as follows:

- a) in, over, along and upon Part of Toronto Standard Condominium Plan No.1466, designated as PARTS 3 and 4 on said Plan 66R-19510, for the purposes of pedestrian and vehicular ingress and egress.

- b) in and through Part of Toronto Standard Condominium Plan No.1466, designated as PARTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 23 and 24 on said Plan 66R-19510, for the access of persons, materials and equipment necessary for the purposes of maintaining, repairing, operating and installing any service or utility including, but not limited to, all mechanical and electrical installations, water mains, gas mains, electrical wires, cables and conduits, sanitary and storm sewers, cable television and telephone and telephone wires, cables and conduits, fire alarm and sprinkler systems, all of which are necessary for the operation of the structure situate within the "Phase 2 Lands".
- c) a right of support in and through all structural members, including, but not limited to, load bearing walls and columns floor and roof slabs, constructed or to be constructed within Part of Toronto Standard Condominium Plan No.1466, designated as PARTS 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 23 and 24 on said Plan 66R-19510, which is necessary for the support of the structure constructed within the "Phase 2 Lands".
- d) in, over, along and upon Part of Toronto Standard Condominium Plan No.1466, designated as PART 2 on said Plan 66R-19510, for the purposes of pedestrian ingress and egress and the use and enjoyment of any landscaping or recreational facilities located thereon.
- e) in, over, along and upon Part of Toronto Standard Condominium Plan No.1466, designated as PARTS 6, 7, 8, 9, 10, 23 and 24 on said Plan 66R-19510, for the purposes of pedestrian and vehicular ingress and egress, including the parking of motor vehicles in the designated parking spaces within such lands.

Being All of P.I.N. 10104-1528 (LT).

In my opinion, based on the parcel register or abstract index and the plans and documents recorded in them, the legal description set out above is correct, the easements hereinbefore described exist in law and the declarant is the registered owner of the aforementioned lands and appurtenant easements hereinbefore described.

Goodman and Carr, LLP.  
duly authorized representatives of  
**SPECTRUM TWO RESIDENCES INC.**

Per: \_\_\_\_\_

Jules A. Mikelberg



SCHEDULE "B-1"

(17)

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

- (i) MCAP Financial Corporation has a registered Mortgage within the meaning of Clause 7(2)(b) of the *Condominium Act*, 1998 registered as Instrument No. E521978 as postponed by A31118 and Assignment of Rents E521979 in The Land Titles Division of the Toronto Registry Office (No. 66).
- (ii) We consent to the registration of this Declaration pursuant to the Act against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- (iii) We postpone the mortgage and interests under it to the Declaration and the easements in Schedule "A" to the Declaration.
- (iv) We are entitled by law to grant this consent and postponement.

DATED at Toronto this 6<sup>th</sup> day of June, 2003.

**MCAP FINANCIAL CORPORATION**

Per: Rose Di Vizio-Mendes  
Name:  
Title: ROSE DI VIZIO-MENDES  
MANAGER COMMERCIAL FUNDING

Per: Bev Elliott  
Name: BEV ELLIOTT  
Title: ASSISTANT VICE PRESIDENT

I/We have authority to bind the Corporation.

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SCHEDULE "B-2"

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

(i) St. Paul Guarantee Insurance Company has a registered Mortgage within the meaning of Clause 7(2)(b) of the *Condominium Act*, 1998 registered as Instrument No. E522827 in favour of London Guarantee Insurance Company as postponed by A31119 in The Land Titles Division of the Toronto Registry Office (No. 66). London Guarantee Insurance Company changed its name to St. Paul Guarantee Insurance Company by Amending Letters Patent dated December 19, 2002 and effective January 1, 2003, a notarial copy of which Amending Letters Patent was registered in the Land Titles Division of the Toronto Registry Office (No. 66) on January 20, 2003 as Instrument No. AT83155.

(ii) We consent to the registration of this Declaration pursuant to the Act against the land or the interests appurtenant to the land, as the land and the interests are described in the description.

(iii) We postpone the mortgage and interests under it to the Declaration and the easements in Schedule "A" to the Declaration.

(iv) We are entitled by law to grant this consent and postponement.

DATED at Toronto this 27<sup>th</sup> day of May, 2003.

**ST. PAUL GUARANTEE INSURANCE  
COMPANY**

Per:   
Name: **Howard P. Friedman**  
Title: Assistant Vice President

Per:   
Name: **Jim Emanoitis**  
Title: Senior Underwriter

I/We have authority to bind the Corporation.

## SCHEDULE "C"

Each Dwelling Unit, Guest Amenity Room Unit, Parking Unit, Locker Unit and Communication Control Room Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 6 both inclusive, of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below and are illustrated on Part 1, Sheets 1 to 6 both inclusive, of the Description and all dimensions shall have reference to them.

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

### 1. BOUNDARIES OF THE DWELLING UNITS

(being Unit 1 on Level 1, Units 1 to 11 inclusive on Level 2, Units 1 to 11 inclusive on Level 3, Units 1 to 11 inclusive on Levels 4 to 21 inclusive, Units 1 to 5 inclusive on Level 22 and Units 1 to 5 inclusive on Level 23.)

### 2. BOUNDARIES OF THE GUEST AMENITY ROOM UNITS

(being Units 2 and 3 on Level 1.)

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

### 3. BOUNDARIES OF PARKING UNITS

(being Units 1 to 76 inclusive, 124 on Level A, Units 1 to 83 inclusive, 154 on Level B and Units 1 to 83 inclusive, 146 on Level C).

- a) Each Parking Unit is bounded vertically by:
  - i) the upper surface and plane of the concrete garage floor slab.
  - ii) the plane 2.10 metres perpendicularly distant above and parallel to the upper surface and plane of the concrete garage floor slab.

- b) Each Parking Unit is bounded horizontally by one or a combination of the following:
- i) the vertical plane established by measurement.
  - ii) the vertical plane defined by the line and face of concrete columns and the production thereof.
  - iii) the vertical plane defined by the centre-line of columns and the production thereof.
  - iv) the unit side surface of concrete or concrete block masonry walls and the production thereof.
  - v) the vertical plane established by measurement and perpendicular to the concrete wall located at the rear of the unit.
  - vi) the vertical plane established perpendicular to the concrete wall, located at the rear of the unit and passing through the centre-line of the concrete columns and production.

4. **BOUNDARIES OF THE LOCKER UNITS**

(being Units 77 to 122 inclusive on Level A and Units 84 to 153 inclusive on Level B, and Units 84 to 145 inclusive on Level C).

- a) Each Locker Unit is bounded vertically by one or a combination of the following:
- i) the upper surface and plane of the concrete floor slab and production.
  - ii) the lower surface of the steel wire mesh and frame.
  - iii) the lower surface and plane of the concrete ceiling slab and production.
- b) Each Locker Unit is bounded horizontally by one or a combination of the following:
- i) the unit side surface of the concrete or concrete block walls and production.
  - ii) the unit side surface of the steel wire mesh and frame.
  - iii) the backside surface of the drywall sheathing and production.
  - iv) the unit side surface and plane of exterior doors, said doors being in a closed position, door and window frames and all glass panels.

5. **BOUNDARIES OF THE COMMUNICATION CONTROL UNITS**


(being Unit 1 on Level 24 and Unit 123 on Level A).

- a) Each Communication Control Unit is bounded vertically by:
- i) the upper surface and plane of the concrete floor slab and production.
  - ii) the lower surface and plane of the concrete ceiling slab and production.

- b) Each Communication Control Unit is bounded horizontally by one or a combination of the following:
- i) the unit side surface and plane of the concrete or concrete block walls and production.
  - ii) the exterior surface and plane of the exterior door and door frame, said door being in a closed position.
  - iii) the backside surface of the drywall sheathing and production on walls separating one Unit from another Unit or from the Common Element.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 to 6 inclusive of the Description.

June 9, 2003  
Dated

  
Dario A. Mirer,  
Ontario Land Surveyor

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

SCHEDULE "D"

D-1

22

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

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

SCHEDULE "D"

D-2

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

<u>Unit No.</u>	<u>Level No.</u>	<u>Percentage</u>
95	A	0.000001
96	A	0.000001
97	A	0.000001
98	A	0.000001
99	A	0.000001
100	A	0.000001
101	A	0.000001
102	A	0.000001
103	A	0.000001
104	A	0.000001
105	A	0.000001
106	A	0.000001
107	A	0.000001
108	A	0.000001
109	A	0.000001
110	A	0.000001
111	A	0.000001
112	A	0.000001
113	A	0.000001
114	A	0.000001
115	A	0.000001
116	A	0.000001
117	A	0.000001
118	A	0.000001
119	A	0.000001
120	A	0.000001
121	A	0.000001
122	A	0.000001
123	A	0.000001
124	A	0.000001
1	B	0.000001
2	B	0.000001
3	B	0.000001
4	B	0.000001
5	B	0.000001
6	B	0.000001
7	B	0.000001
8	B	0.000001
9	B	0.000001
10	B	0.000001
11	B	0.000001
12	B	0.000001
13	B	0.000001
14	B	0.000001
15	B	0.000001
16	B	0.000001
17	B	0.000001
18	B	0.000001
19	B	0.000001
20	B	0.000001
21	B	0.000001
22	B	0.000001
23	B	0.000001
24	B	0.000001
25	B	0.000001
26	B	0.000001
27	B	0.000001
28	B	0.000001
29	B	0.000001
30	B	0.000001
31	B	0.000001
32	B	0.000001
33	B	0.000001
34	B	0.000001
35	B	0.000001
36	B	0.000001
37	B	0.000001
38	B	0.000001
39	B	0.000001
40	B	0.000001
41	B	0.000001
42	B	0.000001
43	B	0.000001
44	B	0.000001
45	B	0.000001
46	B	0.000001
47	B	0.000001
48	B	0.000001
49	B	0.000001
50	B	0.000001
51	B	0.000001
52	B	0.000001
53	B	0.000001
54	B	0.000001
55	B	0.000001
56	B	0.000001
57	B	0.000001
58	B	0.000001
59	B	0.000001
60	B	0.000001
61	B	0.000001
62	B	0.000001
63	B	0.000001
64	B	0.000001

CCU  
Parking  
Parking

23

SCHEDULE "D"

D-3

24

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

<u>Unit No.</u>	<u>Level No.</u>	<u>Percentage</u>
65	B	0.000001
66	B	0.000001
67	B	0.000001
68	B	0.000001
69	B	0.000001
70	B	0.000001
71	B	0.000001
72	B	0.000001
73	B	0.000001
74	B	0.000001
75	B	0.000001
76	B	0.000001
77	B	0.000001
78	B	0.000001
79	B	0.000001
80	B	0.000001
81	B	0.000001
82	B	0.000001
83	B	0.000001
84	B	0.000001
85	B	0.000001
86	B	0.000001
87	B	0.000001
88	B	0.000001
89	B	0.000001
90	B	0.000001
91	B	0.000001
92	B	0.000001
93	B	0.000001
94	B	0.000001
95	B	0.000001
96	B	0.000001
97	B	0.000001
98	B	0.000001
99	B	0.000001
100	B	0.000001
101	B	0.000001
102	B	0.000001
103	B	0.000001
104	B	0.000001
105	B	0.000001
106	B	0.000001
107	B	0.000001
108	B	0.000001
109	B	0.000001
110	B	0.000001
111	B	0.000001
112	B	0.000001
113	B	0.000001
114	B	0.000001
115	B	0.000001
116	B	0.000001
117	B	0.000001
118	B	0.000001
119	B	0.000001
120	B	0.000001
121	B	0.000001
122	B	0.000001
123	B	0.000001
124	B	0.000001
125	B	0.000001
126	B	0.000001
127	B	0.000001
128	B	0.000001
129	B	0.000001
130	B	0.000001
131	B	0.000001
132	B	0.000001
133	B	0.000001
134	B	0.000001
135	B	0.000001
136	B	0.000001
137	B	0.000001
138	B	0.000001
139	B	0.000001
140	B	0.000001
141	B	0.000001
142	B	0.000001
143	B	0.000001
144	B	0.000001
145	B	0.000001
146	B	0.000001
147	B	0.000001
148	B	0.000001
149	B	0.000001
150	B	0.000001
151	B	0.000001
152	B	0.000001
153	B	0.000001
154	B	0.000001
1	C	0.000001
2	C	0.000001
3	C	0.000001
4	C	0.000001

Locker

Parking



SCHEDULE "D"

5-4

25

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

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

Locker

SCHEDULE "D"

D-5

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

26

<u>Unit No.</u>		<u>Level No.</u>	<u>Percentage</u>
99		C	0.000001
100		C	0.000001
101		C	0.000001
102		C	0.000001
103		C	0.000001
104		C	0.000001
105		C	0.000001
106		C	0.000001
107		C	0.000001
108		C	0.000001
109		C	0.000001
110		C	0.000001
111		C	0.000001
112		C	0.000001
113		C	0.000001
114		C	0.000001
115		C	0.000001
116		C	0.000001
117		C	0.000001
118		C	0.000001
119		C	0.000001
120		C	0.000001
121		C	0.000001
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123		C	0.000001
124		C	0.000001
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127		C	0.000001
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129		C	0.000001
130		C	0.000001
131		C	0.000001
132		C	0.000001
133		C	0.000001
134		C	0.000001
135		C	0.000001
136		C	0.000001
137		C	0.000001
138		C	0.000001
139		C	0.000001
140		C	0.000001
141		C	0.000001
142		C	0.000001
143		C	0.000001
144		C	0.000001
145		C	0.000001
146		C	0.000001
1		1	0.584216
2	Guest	1	0.000001
3	Guest	1	0.000001
1		2	0.540636
2		2	0.805140
3		2	0.335427
4		2	0.359842
5		2	0.312173
6		2	0.364493
7		2	0.515057
8		2	0.312755
9		2	0.344147
10		2	0.584235
11		2	0.296478
1		3	0.458087
2		3	0.712128
3		3	0.335427
4		3	0.359842
5		3	0.312173
6		3	0.364493
7		3	0.515057
8		3	0.312755
9		3	0.344147
10		3	0.501687
11		3	0.363912
1		4	0.458087
2		4	0.712128
3		4	0.335427
4		4	0.359842
5		4	0.312173
6		4	0.364493
7		4	0.515057
8		4	0.312755
9		4	0.344147
10		4	0.501687
11		4	0.363912
1		5	0.458087
2		5	0.712128
3		5	0.335427
4		5	0.359842
5		5	0.312173

SCHEDULE "D"

D-6

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

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<u>Unit No.</u>	<u>Level No.</u>	<u>Percentage</u>
6	5	0.364493
7	5	0.515057
8	5	0.312755
9	5	0.344147
10	5	0.501687
11	5	0.363912
1	6	0.458087
2	6	0.712128
3	6	0.335427
4	6	0.359842
5	6	0.312173
6	6	0.364493
7	6	0.515057
8	6	0.312755
9	6	0.344147
10	6	0.501687
11	6	0.363912
1	7	0.458087
2	7	0.712128
3	7	0.335427
4	7	0.359842
5	7	0.312173
6	7	0.364493
7	7	0.515057
8	7	0.312755
9	7	0.344147
10	7	0.501687
11	7	0.363912
1	8	0.458087
2	8	0.712128
3	8	0.335427
4	8	0.359842
5	8	0.312173
6	8	0.364493
7	8	0.515057
8	8	0.312755
9	8	0.344147
10	8	0.501687
11	8	0.363912
1	9	0.458087
2	9	0.712128
3	9	0.335427
4	9	0.359842
5	9	0.312173
6	9	0.364493
7	9	0.515057
8	9	0.312755
9	9	0.344147
10	9	0.501687
11	9	0.363912
1	10	0.458087
2	10	0.712128
3	10	0.335427
4	10	0.359842
5	10	0.312173
6	10	0.364493
7	10	0.515057
8	10	0.312755
9	10	0.344147
10	10	0.501687
11	10	0.363912
1	11	0.458087
2	11	0.712128
3	11	0.335427
4	11	0.359842
5	11	0.312173
6	11	0.364493
7	11	0.515057
8	11	0.312755
9	11	0.344147
10	11	0.501687
11	11	0.363912
1	12	0.458087
2	12	0.712128
3	12	0.335427
4	12	0.359842
5	12	0.312173
6	12	0.364493
7	12	0.515057
8	12	0.312755
9	12	0.344147
10	12	0.501687
11	12	0.363912
1	13	0.458087
2	13	0.712128
3	13	0.335427

SCHEDULE "D"

D-7

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

<u>Unit No.</u>	<u>Level No.</u>	<u>Percentage</u>
4	13	0.359842
5	13	0.312173
6	13	0.364493
7	13	0.515057
8	13	0.312755
9	13	0.344147
10	13	0.501687
11	13	0.363912
1	14	0.458087
2	14	0.712128
3	14	0.335427
4	14	0.359842
5	14	0.312173
6	14	0.364493
7	14	0.515057
8	14	0.312755
9	14	0.344147
10	14	0.501687
11	14	0.363912
1	15	0.458087
2	15	0.712128
3	15	0.335427
4	15	0.359842
5	15	0.312173
6	15	0.364493
7	15	0.515057
8	15	0.312755
9	15	0.344147
10	15	0.501687
11	15	0.363912
1	16	0.458087
2	16	0.712128
3	16	0.335427
4	16	0.359842
5	16	0.312173
6	16	0.364493
7	16	0.515057
8	16	0.312755
9	16	0.344147
10	16	0.501687
11	16	0.363912
1	17	0.458087
2	17	0.712128
3	17	0.335427
4	17	0.359842
5	17	0.312173
6	17	0.364493
7	17	0.515057
8	17	0.312755
9	17	0.344147
10	17	0.501687
11	17	0.363912
1	18	0.458087
2	18	0.712128
3	18	0.335427
4	18	0.359842
5	18	0.312173
6	18	0.364493
7	18	0.515057
8	18	0.312755
9	18	0.344147
10	18	0.501687
11	18	0.363912
1	19	0.458087
2	19	0.712128
3	19	0.335427
4	19	0.359842
5	19	0.312173
6	19	0.364493
7	19	0.515057
8	19	0.312755
9	19	0.344147
10	19	0.501687
11	19	0.363912
1	20	0.458087
2	20	0.712128
3	20	0.335427
4	20	0.359842
5	20	0.312173
6	20	0.364493
7	20	0.515057
8	20	0.312755
9	20	0.344147
10	20	0.501687
11	20	0.363912
1	21	0.458087

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SCHEDULE "D"

D-8  
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Proportion of interest in common elements and proportion of common expenses expressed in percentages.

<u>Unit No.</u>	<u>Level No.</u>	<u>Percentage</u>
2	21	0.712128
3	21	0.335427
4	21	0.359842
5	21	0.312173
6	21	0.364493
7	21	0.515057
8	21	0.312755
9	21	0.344147
10	21	0.501687
11	21	0.363912
1	22	0.639462
2	22	0.848740
3	22	0.692362
4	22	0.922569
5	22	0.712128
1	23	0.639462
2	23	0.848740
3	23	0.692362
4	23	0.922569
5	23	0.712128
1 CCU	24	0.000001
		<u>100.000000</u>

SCHEDULE "E"

COMMON EXPENSES

Common expenses shall include the following:

- (a) All expenses of the Corporation incurred by it or the board in the performance of the objects and duties of the Corporation whether such objects or duties are imposed under the provisions of the Act or of this declaration or performed pursuant to any by-law of the Corporation;
- (b) All sums of money levied or charged to the Corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities and services including, without limiting the generality of the foregoing, levies or charges for:
  - insurance premiums
  - water and sewage, electricity and gas
  - maintenance materials, tools and supplies
  - snow removal and landscaping
  - realty taxes (including local improvement charges) levied against the entire property until such time as taxes are levied against each unit
  - waste disposal
  - management fees
  - rental costs payable to Union Energy Inc., 81 Capital Inc., or such other applicable party and their respective successors and assigns for the Gas Rental Equipment located in the Dwelling Units, Guest Amenity Rooms and any common element areas
- (c) Remuneration payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the property;
- (d) The cost of maintaining fidelity bonds as provided in the by-laws;
- (e) All sums of money paid or payable by the Corporation to or for the benefit of any and all persons, firms or Corporations engaged or retained by the Corporation, the board, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation, including, without limitation, legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services;
- (f) The cost of furnishings and equipment for use in and about the common elements including the repair, maintenance, operation, or replacement thereof;
- (g) All sums of money paid or payable by the Corporation pursuant to the provisions of Section 97 of the Act, as amended;
- (h) The cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
- (i) The cost of insurance appraisals;
- (j) The fees of the Insurance Trustee;
- (k) The cost of maintenance, repair and operation of the recreational facilities and other amenities;
- (l) The cost of mortgage payments, common expenses, realty taxes and other ancillary costs relating to the Guest Amenity Rooms;
- (m) The shared facilities costs pursuant to the Common Facilities Agreement, including, without limitation, the cost of mortgage payments, common expenses, realty taxes and other ancillary costs relating to the Superintendent's Unit located in the Phase 1 Condominium.

**SCHEDULE "F"**

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

- a) the Owner(s) of Dwelling Unit 1 on Level 1, shall have the exclusive use of a patio to which each of said Unit provides direct access, as illustrated in heavy outline on Part 2, Sheet 1 of the Description, being numbered the same number as the Unit with the prefix letter 'P'.
- b) the Owner(s) of each of Dwelling Units 1 and 3 to 11 inclusive on Level 2, Units 2 and 3 to 9 inclusive on Level 3, Units 1 to 11 inclusive on Levels 4 to 21 inclusive, Units 2, 4 and 5 on Level 22 and Units 1 to 5 inclusive on Level 23, shall have exclusive use of a balcony or balconies to which each of said Units provide direct and sole access.
- c) the Owner(s) of each of Dwelling Unit 2 on Level 2, Units 1, 2, 10 and 11 on Level 3 and Units 1 to 5 inclusive on Level 22, shall have the exclusive use of a terrace or terraces to which each of said Units provide direct and sole access.

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- G1 -

Schedule "G"

Certificate of Architect or Engineer  
Spectrum Residences Inc. - Phase II  
Part of Block 6, Plan 66M-2354, designated as  
Parts 15 to 22, inclusive Plan 66R-19510, City of Toronto  
Being PIN 10104-1528(LT) formerly Part of PIN 10104-0735

We certify that:

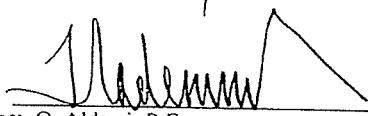
Each building on the Property has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

(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 subfloor.
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 complete to the drywall (including taping and sanding), plaster or other final covering.
4. ☐ All underground garages have walls and floor assemblies in place.
5. ☐ All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, 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 and operable.
7. ☒ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. ☒ All installations with respect to the provision of air conditioning are in place.
9. ☒ All installations with respect to the provision of electricity are in place.
10. ☐ There are no indoor 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 as of June 9, 2003

A&G Engineering Ltd.

Per:   
Name: O. Aldemir P.Eng.  
Title:

I have authority to bind the Corporation.



Schedule "G"

Certificate of Architect or Engineer  
Spectrum Residences Inc. - Phase II  
Part of Block 6, Plan 66M-2354, designated as  
Parts 15 to 22, inclusive Plan 66R-19510, City of Toronto  
Being PIN 10104-1528(LT) formerly Part of PIN 10104-0735

We certify that:

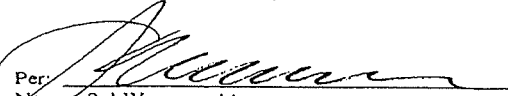
Each building on the Property has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

(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 subfloor.
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 complete to the drywall (including taping and sanding), plaster or other final covering.
4. ☒ All underground garages have walls and floor assemblies in place.
5. ☒ All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, 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 and operable.
7. ☐ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. ☐ All installations with respect to the provision of air conditioning are in place.
9. ☐ All installations with respect to the provision of electricity are in place.
10. ☒ There are no indoor 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 as of June 4, 2003

Page+Steele Incorporated

Per:   
Name: Sol Wassermuhl  
Title: President

I have authority to bind the Corporation.

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GOODMAN AND CARR LLP  
BARRISTERS AND SOLICITORS

May 16, 2003

Jules A. Mikelberg  
Direct Line: 416.595.2328  
E-mail: [jmikelberg@goodmancarr.com](mailto:jmikelberg@goodmancarr.com)  
File Number: 0000873

Ministry of Consumer and Business Services

Dear Sirs:

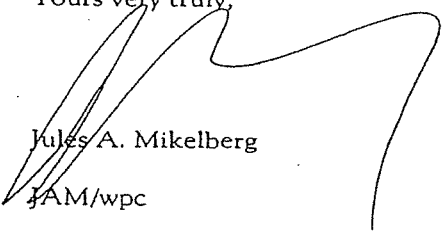
Re: *Spectrum Two Residences Inc. Proposed Condominium*  
*28 Harrison Garden Boulevard, Toronto, Ontario*

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We act for Spectrum Two Residences Inc., the proposed declarant of the above-noted condominium.

Our client advises that the municipal address of the building is 28 Harrison Garden Boulevard, Toronto, Ontario, and the name of the builder is Spectrum Two Residences Inc.

Yours very truly,



Jules A. Mikelberg

JAM/wpc