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THE LAND TITLES ACT

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CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

2004-02-05

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DECLARATION

**THE
CONDOMINIUM
ACT**

TORONTO STANDARD CONDOMINIUM PLAN NO. 1582

NEW PROPERTY IDENTIFIERS BLOCK 12582

RECENTLY : ALL OF PIN 10083-0475

DECLARANT : MONARCH CONSTRUCTION LIMITED

SOLICITOR : DAVID E. SLAN

MCMILLAN BINCH LLP

BCE PLACE

SUITE 4400

BAY WELLINGTON TOWER

181 BAY ST., TORONTO, ONTARIO

M5J 2T3

PHONE: 416-865-7069

No. OF UNITS 603

FEES : \$70.00 + \$ 5.00 X 603 = 3085

PAGE OF PAGES

TWENTY ONE HILLCREST

DECLARATION

THIS 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, by:

MONARCH CONSTRUCTION LIMITED, 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 the lands and premises situate in the City of Toronto, being more particularly described in Schedule "A" and in the description submitted herewith by the Declarant for registration in accordance with the Act (the "Lands");

AND WHEREAS the Declarant has constructed a 31 storey building upon the Lands containing 239 Residential Units, 249 Parking Units, 103 Storage Locker Units, 10 Combined Parking/Storage Locker Units and 2 Guest Suite Units;

AND WHEREAS the Declarant intends that the Lands, together with the building constructed thereon, shall be governed by the Act;

AND WHEREAS the registration of the Declaration and Description will create a standard, freehold condominium corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I
INTRODUCTORY

1. **Definitions** - In addition to those words, terms or phrases specifically defined elsewhere in this Declaration, the words, terms and phrases used in this Declaration shall have the meaning ascribed to them in the Act, unless this Declaration indicates otherwise, or unless the context otherwise requires and in this Declaration, the following capitalized words, terms and phrases shall have the following meanings:

- (a) "**Act**" means the *Condominium Act*, 1998, S.O. 1998, c. 19 as amended or replaced from time to time, and all regulations made pursuant thereto;
- (b) "**Balcony**" means that portion of the exterior common elements which is designated pursuant to Schedule "F" as an exclusive use common element appurtenant to any one of Units 3, 5, 6, 9, 10, 11 and 12 on Level 2 and Units 3 and 5 to 11 inclusive on Levels 3 and 4, Units 3, 4, 5 and 6 on Level 5 and all Units on Levels 6 to 20 inclusive, Units 1, 3, 5 and 7 on Level 21, Units 1, 2, 3, 5, 6 and 7 on Levels 22 to 27 inclusive, Units 1, 3, 5 and 7 on Level 28, Units 1, 3, 5 and 7 on Levels 29 and 30 and Units 1 to 3 inclusive on Level 31;
- (c) "**Board**" means the Board of Directors of the Corporation;
- (d) "**Combined Parking/Storage Locker Unit**" means any one of Units 9 and 10 on Level A, Units 29, 30, 43 and 44 on Level B and Units 24, 25, 38 and 39 on Level C to be used solely for the purposes as set out in paragraph (e) of Section 1 of Article IV to this Declaration and the term Combined Parking/Storage Locker Units shall mean more than one Combined Parking/Storage Locker Unit.
- (e) "**Condominium**" means the Lands, including the buildings thereon and interests appurtenant to the Lands, as the Lands and interests are described in the Description and includes all land and interests appurtenant to the Lands that are added to the common elements;
- (f) "**Corporation**" means the corporation created upon the registration of this Declaration and the Description, in the appropriate Land Registry Office, in accordance with the provisions of the Act;
- (g) "**Declarant**" means Monarch Construction Limited and its successors and assigns;
- (h) "**Declaration**" means this Declaration and all amendments thereto made in accordance with the provisions of the Act;
- (i) "**Description**" means the description prepared by the Declarant in respect of the Lands as submitted for registration by the Declarant at the time of registration of the Declaration;
- (j) "**Facilities**" means the multi-purpose/club room and library, the cyber café, the outdoor barbecue area, the fitness room, the whirlpool, the indoor swimming pool, the separate male and female change rooms and steam rooms, the massage/spa room, the tanning room, the car wash area, the theatre room, the four outdoor gazebos, the management office, the bicycle storage area, the lobby and hallways, and other interior common areas designated for use in common by residents of the Condominium and those parts of the above grade exterior common areas of the Corporation (other than exterior components or parts of buildings and areas otherwise designated by this Declaration as an "exclusive use common element" reserved for the exclusive use of any Unit owner)

designated for use in common by the residents of the Condominium, (including all chattels, equipment and machinery necessary to operate and maintain the Facilities);

- (k) "Governmental Authorities" means the City of Toronto and any other municipal, provincial or governmental authority or agency having jurisdiction or the ability to exercise control over the Lands, including the development thereof;
- (l) "Guest Suite Unit" means any one of Units 7 and 8 on Level 2 and the term "Guest Suite Units" means more than one Guest Suite Unit;
- (m) "Insurance Trustee" means the trust company, chartered bank or other corporation from time to time acting as such pursuant to the provisions of Article VIII of this Declaration;
- (n) "Lands" means the lands and premises described in Schedule "A" to this Declaration;
- (o) "Mortgage" means any mortgage or charge of an owner's fee simple interest in a Unit;
- (p) "Mortgagee" means the registered holder of a Mortgage on any Unit;
- (q) "Parking Unit" means any one of Units 1 to 8, inclusive and Units 11 to 60 inclusive, on Level A, Units 1 to 28 inclusive, Units 31 to 42 inclusive and Units 45 to 99 inclusive, on Level B, and Units 1 to 23 inclusive, Units 26 to 37 inclusive and Units 40 to 100 inclusive on Level C to be used solely for the purposes set out in paragraph (c) of Section 1 of Article IV of this Declaration and the term "Parking Units" means more than one Parking Unit, some of which Parking Units are tandem Parking Units, which accommodate two motor vehicles;
- (r) "Residential Unit" means any one of Units 1 to 6 inclusive and Units 9 to 14 inclusive on Level 2, Units 1 to 13 inclusive on Levels 3 and 4, Units 1 to 8 inclusive on Levels 5 to 20 inclusive, Units 1 to 7 inclusive on Levels 21 to 30 inclusive and Units 1 to 3 inclusive on Level 31 and the term "Residential Units" means more than one Residential Unit;
- (s) "Rules" means the rules and regulations passed by the Board from time to time and becoming effective pursuant to Section 58 of the Act;
- (t) "Standard Unit" means (i) the definition of a "standard unit" for the class of unit to which the Unit in question belongs as contained in a by-law of the Corporation passed pursuant to section 56(1)(h) of the Act; or (ii) if the Corporation has not passed such a by-law, the definition of a "standard unit" in respect of the class of unit to which the Unit in question belongs as described in the schedule referred to in section 43(5)(h) of the Act;
- (u) "Storage Locker Unit" - means any one of Units 61 to 82, inclusive on Level A, Units 100 to 147, inclusive on Level B and Units 101 to 133, inclusive on Level C to be used solely for the purposes set out in paragraph (d), Section 1 of Article IV of this Declaration and the term "Storage Locker Units" means more than one Storage Locker Unit;
- (v) "Terrace" means that portion of the exterior common elements which is designated pursuant to Schedule "F" as an exclusive use common element appurtenant to any one of Units 1, 2, 3, 6, 7 and 8 on Level 5, Units 2, 3, 5 and 6 on Level 21, Units 2, 3, 4, 5 and 6 on Level 28, Units 2, 4, 5 and 6 on Levels 29 and 30 and Units 1 to 3 inclusive on Level 31;
- (w) "Unit" means a part or parts of the Lands designated as a unit by the Description and comprises the space enclosed by its boundaries, and all the material parts of the Lands within this space at the time this Declaration and the Description are registered. For the purposes of the duties to repair and maintain under Sections 89, 90 and 123 of the Act and as provided for in this Declaration, the meaning of the term "Unit" shall extend to all improvements made by the Declarant in accordance with its structural plans, notwithstanding that some of such improvements may be made after registration of this Declaration. For greater certainty, the meaning of the term "Unit" shall not extend to any improvements made by the owner of the Unit (other than the Declarant, as provided above) after registration of this Declaration, for purposes of the duties to repair and maintain under Sections 89, 90 and 123 of the Act.

2. Act Governs Lands - The Act governs the Lands and all interests appurtenant to the Lands, as the Lands and the interests are described in the Description.

3. Consent of Encumbrancers - The consents, in the prescribed form, of every person having a registered mortgage against the Lands or interests appurtenant to the Lands described in the Description are contained in Schedule "B" attached hereto.

4. Boundaries of Units - The monuments controlling the extent of the Units are the physical surfaces mentioned in the boundaries of the Units contained in Schedule "C" attached hereto. Notwithstanding anything contained in Schedule "C", each Residential Unit and Guest Suite Unit shall include all pipes, including the shut-off valve, wires, cables, conduits, ducts and mechanical or similar apparatus, including the heating and air conditioning and ventilation installations and appurtenant equipment attached thereto, that supply any service or utility to that particular Unit only and shall include the gas fireplace, where applicable, and its appurtenant fixtures attached thereto. Notwithstanding anything contained in Schedule "C", each Residential Unit and Guest Suite Unit shall

exclude the heating, air-conditioning and ventilation equipment and appurtenant fixtures attached thereto, heat and smoke detectors installed by the Declarant, all concrete, concrete block masonry portions of load bearing walls or columns, floor slabs, exterior doors, door frames, windows and window frames and any pipes, wires, cables, conduits, ducts, shafts and mechanical or similar apparatus which provides a service to another Unit or the common elements and which are located within the Unit boundaries as hereinbefore described. Notwithstanding anything contained in Schedule "C", each Parking Unit, Storage Locker Unit and Combined Parking/Storage Locker Unit shall exclude 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 guard rails abutting such columns, concrete walls or load bearing walls as well as any additional floor surfacing (membranes and coating included) which may be located within any such Parking Unit, Storage Locker Unit or Combined Parking/Storage 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 in the proportions set forth opposite each Unit number in Schedule "D" attached hereto. Each owner shall contribute to the common expenses in the proportions as set forth opposite each Unit number in Schedule "D" attached hereto. The total of the proportion of the common interests shall be 100% and the total of the proportions of the contributions to common expenses shall be 100%.
6. Address for Service - The Corporation's address for service and mailing and its municipal address shall be 21 Hillcrest Avenue, Toronto, Ontario, M2N 7K2 or such other address as the Board may by resolution determine, provided that notice of any change of address from the address set out herein shall be registered in the prescribed form.
7. Statement of Conditions - There are no conditions imposed by the approval authority required to be mentioned in this Declaration.
8. Type of Corporation - The Corporation is a standard, freehold condominium corporation.
9. Architect/Engineer Certificates - The certificate(s) of the architect and/or engineer that all buildings have been constructed in accordance with the regulations under the Act is/are contained in Schedule "G" attached hereto.

ARTICLE II

COMMON EXPENSES

1. Specification of Common Expenses - Common expenses means the expenses for the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money designated or deemed to be common expenses in accordance with this Declaration, including, without limiting the generality of the foregoing, those expenses set out in Schedule "E" attached hereto.
2. Payment of Common Expenses - Each owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses as provided for in this Declaration and as may be provided for by the by-laws of the Corporation, and the assessment and collection of contributions toward the common expenses may be regulated by the Board pursuant to the Act, this Declaration and the by-laws of the Corporation.

In addition, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision in this Declaration or in any by-law or Rules of the Corporation in force from time to time by any owner, or by any member of his family, or by any of his tenants, invitees or licensees, shall be borne and paid for by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses and shall be deemed for the purposes of this Declaration and the Act to be common expenses of such owner.

3. Reserve Fund - The Corporation shall establish and maintain one or more reserve funds and shall collect from the owners, as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for the major repair and/or replacement of the common elements and assets of the Corporation, in accordance with the provisions of the Act. No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to any owner except on termination of the Corporation. Interest and other income earned from the investment of money in the reserve fund shall form part of the fund.
4. Certificate of Common Expenses - The Corporation shall, upon request and receipt of payment of the prescribed fee, provide the requesting party with a status certificate and accompanying statements and information in accordance with Section 76 of the Act. Notwithstanding the immediately preceding sentence, the Corporation shall forthwith provide to the Declarant a status certificate and all such accompanying statements and information as may be requested by or on behalf of the Declarant from time to time, in connection with the sale or mortgage of any Unit(s), all at no charge or fee to the Declarant.

ARTICLE III

COMMON ELEMENTS

1. Use of Common Elements - Subject to the provisions of the Act, the Declaration, the by-laws of the Corporation, and any Rules passed pursuant thereto, each owner has the reasonable use, occupancy and enjoyment of the whole or any part of the common elements, including those exclusive use common elements

allocated to his Unit in Schedule "F", except as herein otherwise provided. However, except as hereinafter provided, in the exercise of such rights by any owner or any of his residents, tenants or invitees, no condition shall be permitted to exist and no activity shall be carried on, in or upon the common elements that is likely to damage the property or impair the structural integrity of any portion of the common elements, or that will unreasonably interfere with the use or enjoyment by other owners of the common elements, or that results in the cancellation or threatened cancellation of any policy of insurance carried by or on behalf of the Corporation, or that may increase any applicable insurance premiums with respect thereto. In the event that any owner or his residents, tenants or invitees contravene this Section, then such owner shall pay or fully reimburse the Corporation for all costs incurred to redress or rectify such injury or damage, for all increased insurance costs and for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result thereof and failing the immediate reimbursement of such costs, such costs shall be deemed to be an additional contribution towards the common expenses by such owner and recoverable as such. No owner shall, by any conduct or activity conducted in or on any part of the common elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity by virtue of this Declaration, the by-laws of the Corporation, and any Rules passed pursuant thereto.

2. Exclusive Use of Common Elements - Subject to the provisions of the Act, this Declaration, the by-laws of the Corporation and the Rules passed pursuant thereto, the owners of some Units shall have the exclusive use of those parts of the common elements allocated to his Unit as set out in Schedule "F" attached hereto.

3. Restricted Access to the Common Elements - Except as specifically provided in this Declaration, the by-laws of the Corporation and the Rules passed pursuant thereto, no one shall have any right of access to those parts of the common elements used from time to time as parking spaces for handicapped persons, parking spaces designated for the use of visitors, utility areas, the roof, building maintenance and/or garbage storage areas, building management office, operating machinery, the mechanical rooms and equipment located therein, or any other parts of the common elements used for the care, maintenance or operation of the Corporation, or the Declarant's sales office and/or customer service office, without the consent in writing of the Board. Provided however, that the restrictions in this Section shall not apply to any first Mortgagee holding Mortgages on at least 10% of the Units who shall have a right of access or inspection upon 48 hours notice to the building manager.

4. Additions, Alterations and Improvements to the Common Elements -

- (a) Except as otherwise provided in this Declaration, no alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge 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. In the event that an owner is permitted to do any work, he shall first enter into an agreement with the Corporation respecting such work, in accordance with Section 98 of the Act. The foregoing shall not prevent the Declarant from using any portion of the common elements to facilitate the construction, sales or after-sales service of the Units.
- (b) The Corporation shall have access at all reasonable times to any part of the common elements over which any Unit owner has the exclusive use in order to do the work.
- (c) The Corporation may, by resolution of the Board and without notice to the owners, make an addition, alteration or improvement to the common elements, a change in the assets of the Corporation or a change in a service that the Corporation provides to the owners if:
 - (i) it is necessary to make the addition, alteration, improvement or change to comply with an agreement mentioned in Section 113 of the Act or the requirements imposed by any general or special legislation or regulations or by-laws made under any legislation;
 - (ii) in the opinion of the Board, it is necessary to make the addition, alteration, improvement or change to ensure the safety or security of persons using the property or assets of the Corporation or to prevent imminent damage to the property or assets; or
 - (iii) unless the Act provides otherwise, the estimated cost, in any given month or other prescribed period, if any, of making the addition, alteration, improvement or change is no more than the greater of \$1,000 and 1 per cent of the annual budgeted common expenses for the fiscal year in which the addition, alteration, improvement or change is made.
- (d) The Corporation may make an addition, alteration or improvement to the common elements, a change in the assets of the Corporation or a change in a service that the Corporation provides to the owners which is not mentioned in paragraph (c) of 4 of Article III if:
 - i) the Corporation has sent a notice to the owners that,
 - (A) describes the proposed addition, alteration, improvement or change,
 - (B) contains a statement of the estimated cost of the proposed addition, alteration, improvement or change, indicating the manner in which the Corporation proposes to pay the cost,

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- (C) specifies that the owners have the right, in accordance with Section 46 of the Act and within 30 days of receiving the notice, to requisition a meeting of owners, and
 - (D) contains a copy of Sections 46 and 97 of the Act; and
- ii) one of the following conditions has been met:
- (A) the owners have not requisitioned a meeting in accordance with Section 46 of the Act within 30 days of receiving a notice under clause (i) of paragraph (d) of Section 4 of Article III; or
 - (B) the owners have requisitioned a meeting in accordance with Section 46 of the Act within 30 days of receiving a notice under clause (i) of paragraph (d) of Section 4 of Article III but have not voted against the proposed addition, alteration, improvement or change at the meeting.
- (e) Notwithstanding paragraph (d) of Section 4 of Article III, the Corporation shall not make a substantial addition, alteration, improvement to the common elements, a substantial change in the assets of the Corporation or a substantial change in a service that the Corporation provides to the owners (as those terms are defined in subsection 97(6) of the Act) unless the owners who own at least 66²/₃% per cent of the Units of the Corporation vote in favour of approving it, at a meeting duly called for that purpose. The determination of whether or not an addition, alteration or improvement to the common elements is substantial or whether a change in the assets of the Corporation or the services that it provides to owners is substantial, shall be made by the Board in accordance with subsection 97(6) of the Act.
- (f) The cost of an addition, alteration, improvement or change that the Corporation makes pursuant to this Article shall form part of the common expenses.

5. Animals - No animal (other than a seeing eye dog or guide dog, dog to assist the hearing impaired or dog to assist the physically challenged), livestock, fowl, insect, reptile or pet or animal of any kind shall be kept in or upon, or allowed to be upon, the common elements, including those parts thereof of which an owner has the exclusive use, except for the purposes of ingress and egress to a Residential Unit. All pets must be carried or be on a leash at all times when on or about the common elements.

6. Visitors' Parking - Each space in the common elements designated as "Visitors' Parking" shall, except as hereinafter provided, be used only by visitors and guests of the owners, occupants and tenants of a Residential Unit for the purpose of parking thereon of one motor vehicle per space. Such space shall not be assigned, leased or sold to any Unit owner or otherwise dealt with by the Corporation. For the purposes of this Section, but without in any way restricting the rights of the Board to designate its own definition therefor, the term "motor vehicle" shall mean a private passenger automobile, station wagon, family passenger truck, family passenger van, four wheel drive passenger vehicle or motorcycle and, for purposes of application to the Declarant only, shall also specifically include any construction and/or loading vehicle used by the Declarant and any of its employees, agents or contractors.

7. Use of Common Elements by the Declarant - Notwithstanding any other provision of this Declaration:

- (a) the Declarant shall be entitled to place and maintain signs on any part of the common elements for marketing and sales purposes in regard to the Declarant's ongoing marketing program and sales efforts for unsold Units in the Condominium or the sale of other units or lands in such other developments in the Greater Toronto Area as the Declarant may, in its sole and absolute discretion, determine (such signs to be in such locations as may be determined by the Declarant in its sole and absolute discretion) until such time as the Declarant has completed its marketing program and sales efforts in regard to Units in the Condominium or in such other developments in the Greater Toronto Area, or such later time as determined by the Declarant, in its sole and absolute discretion;
- (b) the Declarant and its authorized agents, invitees or representatives shall have free and uninterrupted access to and use of the common elements for the purposes of conducting its marketing program and sales efforts as described above and for the completion of construction and after-sales service of the Condominium on the Lands;
- (c) until title to all Units in the Condominium are transferred by the Declarant to individual purchasers thereof, the Declarant or its agents and employees may enter upon any Unit and any exclusive use area of the common elements to correct any situation which violates a policy of insurance or for fulfilling a duty imposed upon the Corporation; and
- (d) without limiting the generality of this Section 7, Article III, the Declarant's marketing and sales efforts may include, notwithstanding any other provision of this Declaration, the use of any part or parts of the Condominium as one or more model suites.

ARTICLE IV
UNITS

1. Occupation and Use - The occupation and use of the Units shall be in accordance with the following restrictions and stipulations:

(a) Residential Units -

- (i) each Residential Unit shall be occupied and used only for residential purposes as a private single family residence, and in accordance with local zoning by-law requirements of Governmental Authorities, and for no other purpose provided however, that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining Units as models and offices for display, sale and leasing purposes and otherwise maintaining construction offices, displays and signs until the sale or lease by the Declarant of all of the Units;
- (ii) subject to the provisions of the Act, the Declaration, the by-laws of the Corporation and any Rules passed thereto, no Residential Unit shall be occupied or used by anyone in a manner, and no condition shall be permitted to exist in any Residential Unit, that is likely to damage the property or impair the structural integrity of any portion of the common elements or any other Unit, or that will unreasonably interfere with the use and enjoyment by other Unit owners of their Units;
- (iii) save and except for the Declarant, its officers and directors, each owner shall not convey the Residential Unit owned by such owner without also conveying all Parking Units, Storage Locker Units and Combined Parking/Storage Locker Units also owned by the owner and related to the Residential Unit (unless such conveyance is to the Declarant) and any conveyance or sale or agreement to the contrary shall be null and void; and
- (iv) No animal (other than a seeing eye dog or guide dog, dog to assist the hearing impaired or dog to assist the physically challenged), livestock, fowl, insect, reptile or pet of any kind shall be kept in any Residential Unit, other than common household pets owned by a resident of a Residential Unit as would be normal and acceptable as pets (considering type, size and size of the Residential Unit, among other things) in any development similar to the development in which the Residential Unit is located, as determined and permitted by the Board in its sole and absolute discretion. In no event shall a pet which weighs in excess of thirty (30) pounds be kept in any Residential Unit (other than a seeing eye dog or guide dog, dog to assist the hearing impaired or dog to assist the physically challenged), nor shall there be more than two pets in any Residential Unit and no more than one dog (other than a seeing eye dog or guide dog, dog to assist the hearing impaired or dog to assist the physically challenged). Notwithstanding the foregoing, no animal which is deemed by the Board, in its sole and absolute discretion, to be a nuisance shall be kept by any owner in any Residential Unit and no attack dogs shall be permitted in any Residential Unit or on the common elements. Such owner shall within two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Residential Unit and common elements. No breeding of animal, livestock, fowl, insect, reptile or pet of any kind shall be carried on, in or around any Unit or on the common elements. For the purpose of this Declaration the term "common household pet" shall mean a dog, domestic cat, caged bird or fish, or any other animal that the Board may designate as a common household pet in its sole and absolute discretion, from time to time.

(b) Combined Units - The Declarant shall have the right to combine and alter the interior configuration of two or more Residential Units to form a single residence. If the Declarant has combined two or more Residential Units to form a single residence, the owner from time to time of such combined Residential Unit (other than the Declarant) shall be prohibited from separating such Residential Units and selling same separately without the prior written consent of the Board which consent may be arbitrarily or unreasonably withheld.

(c) Parking Units -

- (i) Each Parking Unit shall be used and occupied only for motor vehicle parking purposes. For the purposes of this Section, but without in any way restricting the rights of the Board to designate its own definition therefore, the term "motor vehicle" shall be restricted to a private passenger automobile, station wagon, family passenger van, family passenger truck, four wheel drive passenger vehicle or motorcycle and, for purposes of application to the Declarant only, any construction and/or loading vehicle used by the Declarant and any of its employees, agents or contractors. However, none of the foregoing provisions of this Section shall be deemed or construed to be a warranty, representation or covenant by the Declarant to any existing or prospective Unit owner (or to any other party) that the foregoing enumerated vehicles are of a size which would enable them to operate within the parking garage and it shall be the responsibility of the Unit owner to ensure that his vehicle may be properly operated and/or parked in this Condominium. The owner of a Parking Unit, the boundaries of which are described Schedule "C" annexed hereto, shall

only be entitled to park one (1) motor vehicle within the boundaries of such Parking Unit, except for tandem Parking Units, in which two (2) motor vehicles may be parked.

- (ii) The owner of a Parking Unit shall maintain his Parking Unit in a clean and sightly condition. The Corporation may make provision in its annual budget for cleaning and sweeping of the Parking Units. The Corporation and any person authorized by the Corporation, shall be permitted to enter all areas within the parking garage at all times and upon reasonable notice, when necessary to gain access thereto for garage sweeping and repairs and to perform, generally, the objects and duties of the Corporation.
- (iii) No owner of a Parking Unit shall sell, give, lease, convey or otherwise dispose of such Parking Unit except where the purchaser, donee, tenant or recipient thereof is the Corporation, the Declarant or the owner or tenant of a Residential Unit. Notwithstanding the foregoing, an owner of a Parking Unit may lease a Parking Unit to a tenant of a Residential Unit provided the term of such lease shall not extend beyond the term of the tenant's tenancy of such Residential Unit. Every lease of a Parking Unit shall provide or be deemed to contain a provision to the effect that where the owner is deprived of ownership of his Residential Unit through legal action by a party holding a registered mortgage, execution, lien (including the Corporation) or other encumbrance against such Residential Unit, then such lease shall be deemed to be in default and shall automatically terminate and the Parking Unit subject to such lease shall revert to the landlord of the Parking Unit. No owner of a Parking Unit shall alter, vary, change or modify a Parking Unit in any manner whatsoever without first obtaining the prior written approval of the Board.
- (iv) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Parking Unit, in contravention of any of the foregoing provisions of this Section, shall be null and void and of no force or effect whatsoever.
- (v) Three (3) of the Parking Units (Unit 6 and Unit 11, Level B and Unit 11, Level C) shall be designated for the handicapped (hereinafter, the "Handicapped Parking Unit(s)") and these three (3) Handicapped Parking Units shall be subject to the following:
 - a) In the event that a "disabled driver", as defined in the regulations promulgated pursuant to the *Highway Traffic Act* R.S.O. 1990 C.H. 8, including a driver whose licence plate incorporates the international symbol for the disabled, purchases a Residential Unit and a Parking Unit which is not designated for the handicapped, the owner or any person occupying a Handicapped Parking Unit shall (if not handicapped), upon notice from the Corporation and at the request of the disabled driver, exchange the right to occupy the Handicapped Parking Unit with the disabled driver for the Parking Unit which was purchased by the disabled driver, such exchange of the right to occupy said space to continue for the full period of the disabled driver's residence in the building.
 - b) When a disabled driver requests an exchange of occupancy rights for a Handicapped Parking Unit, the Corporation shall forthwith notify the owner of and any person occupying the Handicapped Parking Unit and the owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice provided said Owner is not handicapped.
 - c) No rent, charges, fees or costs whatsoever shall be charged by the owner, occupant or the Corporation in connection with the exchange of the right to occupy.
- (d) Storage Locker Units -
 - (i) Each Storage Locker Unit shall be used and occupied for storage purposes only, in strict accordance with the Rules, in force from time to time. The Board may, from time to time, restrict the types of items which may be stored in the Storage Locker Units. The foregoing provisions shall not be enforced or interpreted so as to restrict or prevent the Declarant from using any Storage Locker Unit owned by it for any purpose permitted by any applicable by-law or regulation of the Governmental Authorities.
 - (ii) No owner of a Storage Locker Unit shall sell, give, lease, convey or otherwise dispose of such Storage Locker Unit except where the purchaser, donee, tenant or recipient thereof is the Corporation, the Declarant or the owner of a Residential Unit. Notwithstanding the foregoing, an owner may lease a Storage Locker Unit to a tenant of a Residential Unit. Every lease of a Storage Locker Unit shall provide or be deemed to contain a provision to the effect that where the owner is deprived of ownership of his Residential Unit through legal action by a party holding a registered mortgage, execution, lien (including the Corporation) or other encumbrance against such Residential Unit, then such lease shall be deemed to be in default and shall automatically terminate and the Storage Locker Unit

subject to such lease shall revert to the landlord of the Storage Locker Unit. No owner of a Storage Locker Unit shall alter, vary, change or modify a Storage Locker Unit in any manner whatsoever without first obtaining the prior written approval of the Board.

- (iii) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Storage Locker Unit, in contravention of any of the foregoing provisions of this Section, shall be null and void and of no force or effect whatsoever.

(e) Combined Parking/Storage Locker Units –

- (i) Each Combined Parking/Storage Locker Unit shall be used and occupied only for motor vehicle parking purposes. For the purposes of this Section, but without in any way restricting the rights of the Board to designate its own definition therefore, the term "motor vehicle" shall have the same meaning as when such term is used in connection with a Parking Unit. None of the provisions of this Section or the Sections relating to Parking Units shall be deemed or construed to be a warranty, representation or covenant by the Declarant to any existing or prospective Unit owner (or to any other party) that any enumerated vehicles are of a size which would enable them to operate within the parking garage and it shall be the responsibility of the Unit owner to ensure that his vehicle may be properly operated and/or parked in this Condominium. The owner of a Combined Parking/Storage Locker Unit, the boundaries of which are described Schedule "C" annexed hereto, shall only be entitled to park one (1) motor vehicle within the boundaries of such Combined Parking /Storage Locker Unit.
- (ii) The owner of a Combined Parking/Storage Locker Unit shall maintain his Combined Parking/Storage Locker Unit in a clean and sightly condition. The Corporation may make provision in its annual budget for cleaning and sweeping of the parking portion of the Combined Parking/Storage Locker Units. The Corporation and any person authorized by the Corporation, shall be permitted to enter all areas within the parking garage at all times and upon reasonable notice, when necessary to gain access thereto for garage sweeping and repairs and to perform, generally, the objects and duties of the Corporation.
- (iii) Each Combined Parking/Storage Locker Unit shall be used and occupied for parking and storage purposes only, in strict accordance with the Rules, in force from time to time. The Board may, from time to time, restrict the types of items which may be stored in the Combined Parking/Storage Locker Units. The foregoing provisions shall not be enforced or interpreted so as to restrict or prevent the Declarant from using any Combined Parking/Storage Locker Unit owned by it for any purpose permitted by any applicable by-law or regulation of the Governmental Authorities.
- (iv) No owner of a Combined Parking/Storage Locker Unit shall sell, give, lease, convey or otherwise dispose of such Combined Parking/Storage Locker Unit except where the purchaser, donee, tenant or recipient thereof is the Corporation, the Declarant or the owner of a Residential Unit. Notwithstanding the foregoing, an owner may lease a Combined Parking Storage Locker Unit to a tenant of a Residential Unit. Every lease of a Combined Parking/Storage Locker Unit shall provide or be deemed to contain a provision to the effect that where the owner is deprived of ownership of his Residential Unit through legal action by a party holding a registered mortgage, execution, lien (including the Corporation) or other encumbrance against such Residential Unit, then such lease shall be deemed to be in default and shall automatically terminate and the Combined Parking/Storage Locker Unit subject to such lease shall revert to the landlord of the Combined Parking/Storage Locker Unit. No owner of a Combined Parking/Storage Locker Unit shall alter, vary, change or modify a Combined Parking/Storage Locker Unit in any manner whatsoever without first obtaining the prior written approval of the Board.
- (v) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Combined Parking/Storage Locker Unit, in contravention of any of the foregoing provisions of this Section, shall be null and void and of no force or effect whatsoever.

- (f) Guest Suite Units - The Guest Suite Units shall only be used to provide overnight accommodation for the guests of the owners and tenants of the Residential Units and a reasonable damage deposit and/or service/cleaning charge will have to be paid, in advance for each night of occupancy thereof, in accordance with the Rules. The use of the Guest Suite Units shall also be subject to all applicable by-laws and regulations of Governmental Authorities, this Declaration and the Rules as well as any agreement(s) entered into by the Corporation with any management/cleaning firm pertaining to same.

The Corporation shall, on a date to be determined by the Declarant in its sole and absolute discretion, which date shall be no later than the day that is the second (2nd) anniversary of the date of registration of this Declaration (the "Guest Suite Units Transfer Date"), purchase the Guest Suite Units from the Declarant for a combined purchase price of One Hundred and Forty-Seven Thousand, Six Hundred and Eighty (\$147,680) Dollars plus GST and otherwise on the same terms and conditions contained in the Declarant's standard form of Agreement of Purchase and Sale. The Corporation shall be responsible for all Land Transfer Tax, adjustments to the purchase price

and registration costs associated with the transfer of the Guest Suite Units to the Corporation as well the costs of preparation and registration of the Guest Suites Units Mortgage. The Corporation shall give and the Declarant (or such entity as directed by the Declarant) shall take back a mortgage (the "Guest Suite Units Mortgage") for the full purchase price, GST, Land Transfer Tax, adjustments to the purchase price and applicable preparation and registration costs, repayable on the following terms and conditions:

- (i) the Guest Suite Units Mortgage shall bear no interest and no payments are to be made for the first year after the Guest Suite Units Transfer Date;
 - (ii) the Guest Suite Units Mortgage shall bear interest at the rate of Eight and One-Quarter (8.25%) percent per annum, calculated semi-annually, not in advance, having a term of fifteen (15) years and an amortization of fourteen (14) years and shall be repayable in blended monthly instalments on account of principal and interest, commencing one month after the first anniversary of the Guest Suite Units Transfer Date;
 - (iii) the Guest Suite Units Mortgage shall be fully open and may be prepaid in full or in part without notice or bonus;
 - (iv) the Guest Suite Units Mortgage shall include Standard Charge Terms No. 9320 or such other standard charge terms as the Declarant may select, in its sole and absolute discretion; and
 - (v) the Guest Suite Units Mortgage may be assigned by the Declarant, without the consent of the Corporation.
- (g) Use of Unit – No Unit shall be occupied or used by anyone in such a manner as to result in an increase in the rate of insurance on the property or the risk of the cancellation, or threat of cancellation, of any policy of insurance referred to in this Declaration. 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 failing the immediate reimbursement of such increase, such increase in premium cost shall be deemed to be an additional contribution towards the common expenses by such owner and recoverable as such. No Unit shall be used and no activity shall be carried on therein which involves the operation of machinery or equipment with resulting transmission of noise and vibration to other Units or the common elements or which activity results in the discharge of smell/odour, undue disturbance, noise or vibrations emanating from such Unit into other Units or the common elements. In the event the Board determines in its sole discretion that any such noise, vibration, smell/odour or undue disturbance is an annoyance and/or a nuisance and/or disruptive, then the owner of such Unit shall at his own expense take such steps as shall be necessary to abate such noise, vibration, smell/odour or undue disturbance to the satisfaction of the Board. In the event the owner of such Unit fails to abate the noise, vibration, smell/odour or undue disturbance, the Board shall take such steps as shall be necessary to abate the noise, vibration, smell/odour or undue disturbance and the owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, vibration, smell/odour or undue disturbance, which expenses are to include reasonable solicitor's fees on a solicitor and his own client basis.
- (h) Compliance with Rules - The owner of each Unit shall comply with and shall require all residents and visitors to his Unit to comply with the Act, this Declaration, the by-laws of the Corporation, and any Rules passed pursuant thereto.
- (i) Alterations to Units and Common Elements - No owner shall, without the prior consent in writing of the Board:
- (i) make any structural change or alteration in or to his Unit, including the removal and installation of a toilet, bathtub, wash basin, sink, heating, air conditioning, plumbing or electrical installation contained in or forming part of his Unit provided, however, that this restriction shall not apply to the Declarant while being an owner of any Unit;
 - (ii) alter the exterior design or colour of any part of his Unit where such change, alteration, decoration or painting is normally visible from the exterior thereof;
 - (iii) make any change to or installation upon the common elements; or
 - (iv) maintain, decorate, alter or repair any part of the common elements, except for maintenance and repair of those parts of the common elements which he has the duty to maintain or repair, if applicable.

The exterior face of all drapes, curtains or other window coverings which are visible from the exterior of the Residential Units shall be white or off-white.

- (j) Repairs by Owner - No owner shall repair any fixture or item within a Unit that is directly connected to the common elements without utilizing the services of a licensed trades person to perform the work. This restriction includes work to any humidification equipment which may be

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added by the owner to the heating, air conditioning and ventilation equipment serving the Unit, plumbing fixtures directly connected to the building's water main or drainage system including hoses, pipes and outlets for any washers and dryer, gas fireplaces (if any) and any electrical work that may effect a common power line. Subject to the provisions of Article VI of this Declaration, the owner shall clean and maintain the fan coil unit servicing his Unit.

2. Leasing of Units -

- (a) Leases of Units - No owner, other than the Declarant, shall lease his Unit unless he first causes the lessee to deliver to the Corporation an agreement in writing signed by the lessee to the following effect:

"I, (lessee), covenant and agree that I, the members of my household, and my guests from time to time will, in using the Unit(s) rented by me, the common elements and those Facilities (as defined in the Declaration) which I am entitled to use (if any), comply with the Condominium Act, 1998 and the provisions of the Declaration, the by-laws and all Rules of the Condominium Corporation, as well as all agreements authorized by the by-laws of the Condominium Corporation, during the entire term of my tenancy and will be subject to the same duties imposed by the foregoing as if I were a Unit owner, except for the payment of common expenses, unless otherwise provided by the Condominium Act, 1998."

(b) General Leasing Provisions:

- (i) No lessee of a Unit shall be liable for the payment of common expenses unless notified by the Corporation that the landlord/owner is in default of payment of common expenses, and requiring the said lessee to pay to the Corporation an amount equal to the payment in default, in which case the lessee shall deduct, from the rent-payable to the landlord/owner, an amount equal to the landlord/owner's share of the common expenses and shall pay the same to the Corporation.
- (ii) Any owner leasing his Unit shall not be relieved thereby from any of his obligations with respect to the Unit.
- (iii) Where an owner leases his Unit or renews a lease in respect of his Unit, the owner shall, within 30 days of entering into the lease or the renewal, as the case may be:
 - (A) notify the Corporation in writing that the Unit is leased;
 - (B) provide the Corporation with the lessee's name, the names of those persons residing in the lessee's household, the owner's address and a copy of the lease or renewal or a summary thereof in the form prescribed by the Act;
 - (C) provide the lessee with a copy of the declaration, by-laws and Rules of the Corporation; and
 - (D) provide the Corporation with such other information in regard to the lessee as the Corporation may require from time to time.
- (iv) If a lease of a Unit is terminated and not renewed, the owner of the Unit shall notify the Corporation in writing of such occurrence.

3. Restriction on Ownership of Parking Units/Storage Locker Units -

This Condominium contains 249 Parking Units, 103 Storage Locker Units and 10 Combined Parking/Storage Locker Units. Subject to paragraphs (c), (d) and (e) of Section 1 of this Article IV, the Parking Units, Storage Locker Units and Combined Parking/Storage Locker Units are meant for use solely by the owners, residents, tenants and visitors of the Residential Units in the Condominium. Save and except for the Declarant, no party shall retain (or be permitted to retain) ownership of any Parking Unit, Storage Locker Units and Combined Parking/Storage Locker Units after he has sold and conveyed title to his Residential Unit; provided that any sale, transfer, assignment or other conveyance of any Parking Unit, Storage Locker Units and Combined Parking/Storage Locker Units shall be made only to the Declarant or to an owner of a Residential Unit.

ARTICLE V
THE FACILITIES

1. Control, Operation and Budgeting of the Facilities - Except as otherwise provided in this Declaration to the contrary, the Facilities shall be used only by the Declarant (while the owner of a Unit), the owners of the Residential Units and by their respective residents, tenants and invitees. Save as otherwise provided in this Declaration to the contrary, no provision contained in any of the by-laws or Rules of this Corporation shall restrict the access to, egress from or use of the Facilities by the Declarant, the Residential Unit owners and their respective residents, tenants and invitees, save for any reasonable controls or restrictions imposed on access thereto, egress therefrom and use thereof, by the Board, however, no owner of a Residential Unit in the Condominium, other than the Declarant, shall have the use of the Facilities, except for access to and from his Residential Unit, where such

owner has rented, or otherwise parted with possession of his Residential Unit to a third party, by operation of law or otherwise.

ARTICLE VI
MAINTENANCE AND REPAIRS

1. Repairs and Maintenance of Units - Each owner shall maintain his Unit and, subject to the provisions of this Declaration and Section 123 of the Act, each owner shall repair his Unit after damage, all at his own expense.

In addition, without limiting the foregoing, and notwithstanding that they may be part of the common elements, each owner shall:

- (a) maintain the interior surfaces of doors which provide the means of ingress to and egress from a Residential Unit, interior surfaces of windows and exterior surfaces of windows where access thereto is available from the common elements of which the owner has the exclusive use;
- (b) be responsible for all costs of repair, maintenance and replacement of all locks on all doors within the Unit, and on all doors which provide the means of ingress to and egress from a Unit;
- (c) keep his Balcony or Terrace, where applicable, in a clean and sightly condition, including Balcony or Terrace side surface of any glass or other panels;
- (d) maintain his Parking Unit, Storage Locker Unit and Combined Parking/Storage Locker Unit in a clean and sightly condition;
- (e) maintain, repair and replace bathtub enclosures, tiles, shower pans, ceiling and exhaust fans and fan motors located in the kitchen and bathroom areas of the Residential Unit;
- (f) maintain, repair and replace any system, appliance or fixture that serves his Unit only, excluding the repair and replacement of any heating, air conditioning and ventilation equipment serving a Residential Unit; however the cleaning, maintenance and replacement of air filters and the cleaning and maintenance of the fan coil unit in accordance with the manufacturer's standards and specifications shall be the responsibility of the owner; provided that the Board reserves the right, in its sole and absolute discretion (but only after one year has elapsed from the date of registration of this Declaration), to assume responsibility for the cleaning, maintenance and replacement of air filters and/or for the cleaning and maintenance of the fan coil unit in which case the cost of such cleaning, maintenance and replacement as applicable, shall form part of the common expenses for the Unit; and
- (g) maintain, repair and replace the natural gas fireplace located in the Residential Unit, where applicable.

No one shall bring in or onto, place, affix, erect or install on or within any Balcony or Terrace, any object, material or thing that exceeds permissible load(s) set forth in or contemplated by the structural plans or specifications of the Condominium, nor shall anyone be entitled to install any covering, including, but not limited to, any rug, carpet or similar flooring material within any such Balcony or Terrace. Save and except for the Declarant, no owner may alter, enclose or repair a Balcony or Terrace, nor apply any paint, floor tile, stucco, wallpaper, varnish, stain or other covering to any portion thereof (or 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 Board. Every owner having the exclusive use of a Balcony or Terrace located adjacent to his Unit pursuant to the provisions of Schedule "F" shall, upon the Declarant's or the Corporation's request, provide access to and use thereof to the Declarant or the Corporation or any of its authorized workers, servants, agents or contractors for the purpose of facilitating and/or expediting the maintenance and/or repair thereof (or of any Unit or common element), including, without limitation, the installation or operation of window washing equipment, scaffolding and a swing stage.

The Corporation shall make any repairs that an owner is obligated to make and which he does not make within a reasonable time and in such event, an owner shall be deemed to have consented to having repairs done to his Unit by the Corporation; provided however, that such repairs shall only be to the level of the Standard Unit for the class of unit to which such Unit belongs. If an owner has an obligation under the Act to maintain the owner's Unit and the owner fails to carry out the obligation within a reasonable time and if the failure presents a potential risk of damage to the property or assets of the Corporation or a potential risk of personal injury to persons on the property, the Corporation may do the work necessary to carry out the obligation and in such event, an owner shall be deemed to have consented to having work done to his Unit by the Corporation; provided however, that such maintenance or work shall only be to the level of the Standard Unit for the class of unit to which such Unit belongs. An owner shall forthwith reimburse the Corporation in full for the cost of such repairs or work, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs or work and all such sums of money shall bear interest at the rate of 20% per annum or such other rate as the Board may by resolution from time to time approve. The Corporation may collect all such sums of money (including interest as aforesaid) in such instalments as the Board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of a notice from the Corporation thereof. All such payments shall be deemed to be additional contributions towards the common expenses and recoverable as such.

Each owner shall be responsible for all damages to any and all other Units and to the common elements which are caused by the failure of the owner to so maintain and repair his Unit, save and except for any such damages to the common elements for which the cost of repairing same may be recovered under any policy or policies of insurance held by the Corporation.

2. Repairs and Maintenance of Common Elements by the Corporation - Other than as herein provided, the Corporation shall repair and maintain the common elements. Without limiting the generality of the foregoing, the Corporation shall:

- (a) maintain and repair the parking garage, garage ramp, common hallways, elevators and mechanical rooms;
- (b) maintain and repair all windows, and any door or doors which provides the means of ingress to and egress from a Residential Unit, save as specifically set out in this Declaration;
- (c) maintain, repair and replace the heat and smoke detectors and intrusion alarm system installed in Units by the Declarant or the Corporation, such repair or replacement to be performed upon written notice from the Unit owner or his tenant;
- (d) maintain, repair and replace the heating, air conditioning and ventilation equipment in Residential Units, including thermostatic controls, notwithstanding that such equipment has been installed to serve the Residential Unit only, such maintenance to include regularly scheduled inspections of all such equipment, the timing and frequency to be determined by the manufacturer's standards and specifications. Such periodic maintenance shall not include the cleaning, maintenance and replacement of air filters or the cleaning and maintenance of the fan coil unit which shall be the responsibility of the owner of the Unit (unless assumed by the Board as provided in Section 1). Each such owner shall be liable for any damage to or malfunction of any such equipment caused by his failure to carry out periodic cleaning, maintenance and replacement (as applicable) of air filters or the fan coil unit or otherwise by the act or omission of any owner and his family, servants, agents, tenants or guests. No owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board. The decision to replace any component associated with the heating, air conditioning and ventilation equipment shall be at the sole discretion of the Board or its managing agents;
- (e) other than as specifically provided herein, maintain and repair all Balconies and Terraces, save for repairs arising from damage caused by an owner, tenant, resident, or a guest or invitee of an owner, tenant, resident or tenant.

The Corporation shall not be responsible for the cleaning of interior surfaces of windows in each Unit and exterior surfaces of windows, where access thereto is available from common elements of which the owner has the exclusive use. Each owner of a Unit shall clean and maintain those portions of the common elements of which such owner has the exclusive use.

The Corporation shall make any repairs or replacements to the common elements and shall cause any cleaning and maintenance of the common elements to be done which an owner is obliged to make or do, as the case may be, and which he does not make or do, as the case may be, within a reasonable time, and, in such event, an owner shall be deemed to have consented to having such repairs, replacements, cleaning or maintenance, as the case may be, done. Save as provided for herein, the Corporation shall make any repairs or replacements to the common elements arising from damage caused by an owner, tenant, resident or a guest or invitee of an owner, resident or tenant. An owner shall forthwith reimburse the Corporation in full for the cost of such repairs, replacements, cleaning or maintenance, as the case may be, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, replacements, cleaning or maintenance, as the case may be, and all such sums of money shall bear interest at the rate of 20% per annum or such other rate as the Board may by resolution from time to time approve. The Corporation may collect all such sums of money (including interest as aforesaid) in such instalments as the Board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of a notice from the Corporation thereof. All such payments shall be deemed to be additional contributions towards the common expenses and recoverable as such.

The common elements include an "at grade" area of open space which will be available for use by owners and occupants of the Units as well as the public. Notwithstanding that the public may use the open space portion of the common elements, the Corporation shall maintain, repair and replace such area in the same way as those other portions of the common elements which the Corporation is obliged to maintain, repair and replace.

ARTICLE VII DAMAGE

1. Procedure Where Damage Occurs -

- (a) If damage occurs to a building or a structure located on the Lands that, in the opinion of the Board, may constitute substantial damage as defined in the Act, the Board shall have at least two persons, who shall have no affiliation with the Board and who, in the opinion of the Board, are qualified, make estimates of the damage within thirty (30) days after the occurrence of the damage.

- (b) The Board shall determine whether, based on the estimates, there has been substantial damage in accordance with the Act.
- (c) If the Board determines that there has been substantial damage, it shall forthwith give notice of its determination to all owners and to all Mortgagees noted in the records of the Corporation.
- (d) The notice referred to in the immediately preceding paragraph shall specify that,
 - (i) the owners have the right, in accordance with Section 46 of the Act and within 30 days of receiving the notice, to requisition a meeting of owners; and
 - (ii) the Board is required to register a notice terminating the government of the property by the Act if the condition described in paragraph (e) below is met.
- (e) The Board shall register a notice, in the prescribed form, terminating the government of the property by the Act if the owners of at least 80 per cent of the Units, at the date of the vote, vote in favour of termination.
- (f) The Board shall register the notice referred to in paragraph (e) above within 30 days of a vote in favour of termination under paragraph (e).
- (g) If there is no vote in favour of termination under paragraph (e), the Corporation shall, within a reasonable time, repair the damage to the building or structure under consideration.

2. Plans and Specifications - A complete set of all plans given to the Board by the Declarant together with plans and specifications for any additions, alterations or improvements from time to time made to the common elements or to any Unit with the prior consent in writing of the Board, shall be maintained in the office of the Corporation, or the offices of the Corporation's property manager from time to time, at all times, for the use of the Corporation in rebuilding or repairing any damage to the building, and for the use of any owner or Mortgagee.

ARTICLE VIII INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

1. Insurance Trustee - The Corporation shall enter into, and at all times maintain, an agreement with an insurance trustee (the "Insurance Trustee") which shall be a trust company registered under the *Loan and Trust Corporations Act*, or a Canadian chartered bank, which agreement shall, without limiting its generality, provide for the following:

- (a) the receipt by the Insurance Trustee of any proceeds of insurance where;
 - (i) such proceeds exceed 15% of the replacement value of the property covered by the policy; and
 - (ii) such proceeds exceed \$25,000.00;for any one loss or occurrence.
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration and the Insurance Trust Agreement;
- (c) the disbursement of such proceeds in trust for those entitled thereto in accordance with the provisions of the Act, this Declaration and the Insurance Trust Agreement;
- (d) the notification by the Insurance Trustee of the Mortgagees, if any, of any insurance monies received by it; and
- (e) termination of the Insurance Trust Agreement by the Corporation upon giving the Trustee at least 60 days notice in writing of the termination date.

Where insurance proceeds payable on any one loss or occurrence equate to less than 15% of the replacement value of the property covered by the policy, or where such proceeds exceed 15% of the replacement value of the property covered by the policy but are less than \$25,000.00, then such proceeds shall be paid directly to the Corporation, pursuant to the direction of the Insurance Trustee as set forth in the Insurance Trust Agreement, and such proceeds shall be held in trust and disbursed by the Corporation as if it were acting as the Insurance Trustee.

In the event that the Corporation is unable to enter into an Insurance Trust Agreement with a trust company, or a Canadian 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. Repair After Damage - In the event that:
- (a) the Corporation is obligated to repair any Unit insured under Section 1 subclause (b) of Article IX hereof, 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;
 - (c) the Board, in accordance with the provisions of the Act, determines that there has not been substantial damage to a building or structure on the Lands or determines that there has been substantial damage to a building or structure on the Lands and thereafter the owners who own 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 as their respective interests may appear, 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 Article VI of this Declaration and the Act.

Notwithstanding anything to the contrary herein contained, any proceeds of insurance payable to an owner of a Unit in accordance with the provisions of this Declaration or the Act and not used to pay for required repair to his Unit and any assets of the Corporation distributed to an owner of a Unit shall be subject to payment in favour of any Mortgagee or Mortgagees of such Unit and in satisfaction of the amount due under any liens registered by the Corporation against such Unit, in accordance with the priorities thereof.

ARTICLE IX INSURANCE

1. Insurance by the Corporation - The Corporation shall obtain and maintain to the extent obtainable from the insurance industry, the following insurance, in one or more policies:
- (a) Insurance against damage by fire and major perils as defined in the Act and such other perils as the Board may from time to time deem advisable, insuring:
 - (i) the property, including the building, excluding the Units; and
 - (ii) personal and real 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 full replacement cost of such real and personal property, without deduction for depreciation, which insurance may be subject to a loss deductible clause.
 - (b) Insurance against damage by major perils as defined in the Act and such other perils as the Board may from time to time deem advisable, insuring the Standard Units, but, for greater certainty, excluding any improvements made by or for the owners thereof, in an amount equal to the full replacement cost of such Standard Units without deduction for depreciation, which insurance may be subject to a reasonable loss deductible clause.
 - (c) Such policy or policies of insurance stipulated in (a) and (b) above shall insure the interest 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 this Declaration, the Act and the Insurance Trust Agreement, and shall, if obtainable, contain the following provisions:
 - (i) that, subject to (ii) below, loss shall be payable to the Insurance Trustee where such proceeds exceed \$25,000.00 and otherwise to the Corporation and the Mortgagees as their interests may appear;
 - (ii) that, notwithstanding (i) above, loss shall be payable to the Corporation where such proceeds amount to less than 15% of the replacement value of the property covered by the policy;
 - (iii) waivers of subrogation against the Corporation, its manager, agents, employees and servants, owners, and any member of the household or guests of any owner or occupant of a Unit, except for arson and fraud;
 - (iv) that such policy or policies of insurance shall be not cancelled or substantially modified without at least 60 days prior written notice to all parties whose interests appear thereon including the Corporation, any Mortgagee and the Insurance Trustee;

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- (v) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of a statutory condition of any insured or mortgagee in possession;
 - (vi) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any owner;
 - (vii) 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.
- (d) Public liability and property damage insurance 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 \$5,000,000.00 per occurrence and without right of subrogation as against the Corporation, its managers, agents, servants and employees, and as against owners, and any member of the household or guests of any owner or occupant of a Unit.
- (e) Boiler, machinery and pressure vessels insurance (if applicable) to the extent required as the Board may from time to time deem advisable.

2. General Provisions -

- (a) At such other time or times as the Board may deem advisable, but, in any event, at least as often as may be required by the Act (if so provided), 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. Provided, however, that the foregoing shall not oblige the Declarant, in any way, to procure such an appraisal for the first policy or policies of insurance obtained by or on behalf of the Corporation.
- (b) The Corporation, the Board, and its officers, shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged Standard Unit, shall be bound by such adjustment. Provided, however, that the Board may, in writing, authorize an owner to adjust any loss to his Standard Unit.
- (c) Upon the proceeds being available from any claim, the Corporation shall promptly use them for the repair or replacement of the damaged Standard Units and common elements, as necessary, unless the owners have voted to terminate because of substantial damage in accordance with Section 123 of the Act.
- (d) The Corporation, if it receives a payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act* for remedial work to the common elements, shall promptly use the payment for the remedial work, unless:
 - (i) the owners have voted to terminate because of substantial damage in accordance with Section 123 of the Act; or
 - (ii) the Corporation has already completed and paid for the remedial work.
- (e) Every Mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the Mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair or replace. This clause (e) shall be read without prejudice to the right of any Mortgagee to exercise the right of an owner to vote or to consent, if the Mortgage itself contains a provision giving the Mortgagee that right, and also the right of a Mortgagee to receive the proceeds of any insurance policy, if the property is not repaired or replaced.
- (f) 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 a duplicate original or certified copy of the policy to each Mortgagee. 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 Mortgagee not later than 10 days before the expiry of any current insurance policy. The master policy or policies for any insurance coverage shall be kept and maintained by the Corporation in its offices, or the offices of the Corporation's property manager from time to time, available for inspection by an owner or Mortgagee on reasonable notice to the Corporation.
- (g) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, and no insured shall be entitled to direct that loss shall be payable in any manner other than as provided in this Declaration.
- (h) The Corporation shall, after the turnover meeting held pursuant to the Act (and prior thereto, at its option, if available) obtain and maintain insurance for the benefit of directors and officers of the Corporation, in order to indemnify them against any liability, cost, charge or expense incurred by them in the execution of their duties, providing that such insurance shall not indemnify them

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against any liability, cost, charge or expenses incurred as a result of a contravention of Section 37(1)(a) of the Act.

- (i) If any insurance policy or policies obtained by the Corporation contains a deductible clause that limits the amount payable by the insurer, the portion of a loss that is excluded from coverage shall be a common expense. Provided however that if any owner, tenant or a person residing in the owner's Unit with the permission or knowledge of the owner through an act or omission causes damage to the owner's Unit, the amount that is the lesser of the cost of repairing the damage and the deductible limit of the insurance policy obtained by the Corporation shall be added to the common expenses payable for the owner's Unit.

3. Insurance by the Owner - It is acknowledged that, except as otherwise provided in the by-laws of the Corporation or in any agreement(s) authorized by the by-laws of the Corporation, 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, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

- (a) Insurance on any additions or improvements made by the owner to his Standard Unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his Unit (other than those forming part of his Standard Unit), and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his Unit in the event of damage, which policy or policies of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the other Unit owners and any members of their household, and any residents, tenants, invitees or licensees of such other Units, except for any damage arising from vehicle impact, arson or fraud caused or contributed to by any of the above.
- (b) Public liability insurance covering any liability of any owner or any resident, tenant, invitee or licensee 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 Unit by one of the hazards protected against under the owner's personal policy.
- (d) Insurance covering special assessments levied against an owner's Unit by the Corporation, and contingent insurance coverage in the event that the Corporation's insurance is inadequate.
- (e) Insurance covering payment by an owner of the Corporation's deductible in accordance with paragraph (i) Section 2 of this Article IX.

2. Indemnification of Corporation - Each owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such owner, his household or any member thereof, any other resident of his Unit, or any guests, invitees or licensees of such owner or resident to or with respect to the common elements and/or all other Units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation, provided however, that in such circumstances an owner shall be responsible for the payment of any deductible amount payable by the Corporation under any policy or policies of insurance. All payments pursuant to this clause shall be deemed to be additional contributions toward the common expenses payable by such owner and are recoverable as such.

ARTICLE X DUTIES OF CORPORATION

1. Duties - In addition to and subject to any other duties or obligations of the Corporation set out in the Act or elsewhere in this Declaration or specified in the by-laws of the Corporation, the Corporation shall have the duty:

- (a) To take all reasonable steps to maintain and enforce the Corporation's lien arising pursuant to Section 85(1) of the Act arising from this Declaration, against any Unit in respect of which the owner has defaulted in the payment of common expenses;
- (b) To accept and register the transfer/deed from the Declarant, of the Guest Suite Units in accordance with and at the time(s) contemplated by the provisions of this Declaration and to complete and execute all requisite documentation and affidavits, and pay all taxes, necessary to effect the registration of such conveyances as may be requested by the Declarant and to execute and abide by the Guest Suite Units Mortgage;
- (c) To, at the request of the Declarant, retain a solicitor in good standing with the Law Society of Upper Canada to assist in electronically registering any deed, transfer, easement, agreement or other document to which the Condominium is a party.

ARTICLE XI
GENERAL MATTERS AND ADMINISTRATION

1. Rights of Entry

- (a) The Corporation, the Declarant, (until title to all of the Units has been transferred to the respective Unit owners), any Mortgagee or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the Corporation.
- (b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and without notice (such lack of notice to be deemed to be reasonable notice in an emergency situation), 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 to the property, or loss to the property or any assets of the Corporation. The Corporation or any one authorized by it may determine whether an emergency exists.
- (c) If an owner, resident or tenant of a Unit is not personally present to grant entry to such 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 rights and authority hereby reserved to the Corporation, its agents or any insurer or its agents, do not impose, and shall 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 of the Corporation.
- (e) The Corporation shall retain a key to all locks for exterior doors providing ingress and egress to and from any Unit. No owner shall change any lock or place any additional lock on such exterior 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 a key for each new or changed lock.

2. Units Subject to Declaration, By-Laws, Common Elements and Rules - All present and future owners, tenants and residents of Units, their families, guests, invitees or licensees and all directors, officers and employees of the Corporation, and any person having an encumbrance against a Unit and its appurtenant common interest, shall be subject to and shall comply with the provisions of the Act, this Declaration, the by-laws and any Rules of the Corporation.

The acceptance of a transfer/deed, or the entering into a lease or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of the Act, this Declaration, the by-laws and any Rules, as they may be amended from time to time, are accepted and ratified by such owner, tenant or resident, and all of such provisions shall be deemed and be taken to be covenants running with the Unit and shall bind any person having, at any time, any interest or estate in such Unit, as though such provisions were recited and stipulated in full in each and every such transfer/deed or lease or occupancy agreement.

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

4. Notices -

- (a) Except as otherwise provided in the Act, any notice, direction or other instrument required or desired to be given or delivered, may be given as follows:
 - (i) to an owner, by giving same to him, or to any director or officer of the owner, either personally or by ordinary mail postage prepaid, addressed to him at the address for service given by such owner to the Corporation for its records, or if no such address has been given to the Corporation, then to such owner at his Residential Unit;
 - (ii) to a Mortgagee who has notified the Corporation of his interest in any Unit, by giving same to such Mortgagee or to any director or officer of such Mortgagee either personally or by ordinary mail, postage prepaid, addressed to such Mortgagee at the address for service given by such Mortgagee to the Corporation;
 - (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;

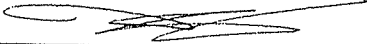
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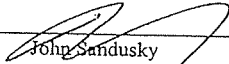
- (iv) to the Declarant by giving same to any director or officer of the Declarant, either personally, by bonded courier, or by telefax, address to the Declarant at its address for service from time to time.
 - (b) For any notices mailed as aforesaid, such notice shall be deemed to have been received (and to be effective) on the second day following the day on which same was mailed.
 - (c) In the event of a postal strike or threatened actual interruption of mail service, all notices shall be delivered personally, by courier, or by telefax transmission.
5. Waiver - The failure to take action to enforce any provision contained in the Act, this Declaration, the by-laws, or any Rules of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.
6. Construction of Declaration - This Declaration shall be read with all changes of number and gender required by the context.
7. Headings - The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

DATED at the City of Toronto, this 29th day of January, 2004.

IN WITNESS WHEREOF the Declarant has executed these presents under the hands of its proper officers duly authorized in that behalf.

MONARCH CONSTRUCTION LIMITED

Per: 
Name: David A. George
Title: Senior Vice-President

Per: 
Name: John Sandusky
Title: Senior Vice-President

SCHEDULE "A"

In the City of Toronto, formerly in the City of North York and Province of Ontario, being composed of Part of Lots 457, 458, 459 and 460, according to a plan registered in the Registry Division of the Toronto Registry Office (No. 66) as Plan 1609 and Part of Lots 617, 618, 619, 620, 621, 622, 623 and 624, according to a Plan registered in the Registry Division of the Toronto Registry Office (No. 66) as Plan 1801, designated as PART 1, according to a Plan deposited in the Land Titles Division of the Toronto Registry Office (No. 66) as Plan 66R-20046, hereinafter referred to as the "Condominium Lands".

TOGETHER WITH an easement in favour of the "Condominium Lands" over Part of Lots 457, 458, 459 and 460, on said Plan 1609 and Part of Lots 617, 618, 619, 620, 621, 622, 623 and 624 on said Plan 1801, designated as PARTS 2 and 3 on said Plan 66R-20046, until said PARTS 2 and 3, Plan 66R-20046 are dedicated as a Public Highway, as set out in Instrument TR86042.

TOGETHER WITH an easement in favour of the "Condominium Lands" over the Common Elements of Metropolitan Toronto Condominium Plan No. 1377, for the purposes set out in Instruments TR77072 and E417872.

SUBJECT TO an easement in favour of Rogers Cable Inc. over the "Condominium Lands", for the purposes as set out in Instrument AT76229.

Being all of P.I.N. 10083 – 0475 (LT).

In our opinion, based on the parcel register and the plans and documents recorded therein, the legal description is correct, the easements hereinbefore described exist or will exist in law upon registration of the declaration and description and the declarant is the registered owner of the Property and appurtenant easements.

January 26, 2004
Dated:

October 8, 2003

Rcf: 184: 1252-S.SCA

Messrs. McMillan Binch LLP, solicitors and
duly authorized agents for MONARCH
CONSTRUCTION LIMITED

Per: 

David E. Slan

TWENTY-ONE HILLCREST

SCHEDULE "A" TO BY-LAW NO. 1 OF

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1582

RULES AND REGULATIONS**PREAMBLE**

The embodiment of condominium living is "the communal" aspect of both ownership and lifestyle. The purchase of your unit brings with it the right of use and undivided common ownership of various facilities, portions of buildings and grounds which are to be used in common and maintained in common with your fellow condominium unit owners.

The board of directors is aware of the investment that you have made in your condominium unit and of the pride of ownership that each unit owner has. This condominium corporation, like every community, must have rules and regulations to govern the conduct and affairs of its members, and these rules are reflection of the mutual co-operation, consideration and respect that should be shown by each unit owner to his neighbours.

It is incumbent upon the board of directors to ensure an appropriate regime of rules are enacted to enhance the proper management, operation, use and enjoyment of all portions of the condominium corporation by its residents. The board is empowered by the *Condominium Act, 1998* (the "Act") to make rules respecting the use of the common elements, units or any of them, to promote the safety, security or welfare of the owners, or of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of the units.

The rules extend not only to our present and future owners, but to tenants, residents and their families, guests, invitees and/or agents all as provided in Sections 119(1) and (4) of the Act.

The Act gives the rules force and effect by the imposition of certain duties, namely: (i) the corporation has a duty to effect compliance by the unit owners of the Act, the declaration, by-laws and the rules; (ii) each owner is bound to comply with the Act, declaration, by-laws and rules; and (iii) every owner has a right to compliance by other owners with the Act, declaration, by-laws and rules and can further require the board of directors to enforce other unit owner's compliance with the Act, declaration, by-laws and rules in accordance with the board's duty.

Ultimately, the board of directors is empowered to enforce the rules by way of an application to the courts pursuant to Section 134(1) of the Act, whereby the court may direct performance of any duty, rule or obligation found within the Act, declaration, by-laws and/or the rules.

Unit owners are urged to familiarize themselves with the attached rules as you, your family, your guests or any invitees or agents visiting or residing within your unit must comply with the rules. It is in your best interests to have a working knowledge of the rules in order to ensure that your condominium is a pleasant, safe complex which offers the maximum enjoyment and usage of its facilities.

The rules adopted by the board are rather comprehensive. It is not intended that unit owners be burdened with a multitude of overly detailed and incomprehensible duties and obligations that are difficult to both remember and enforce. However, the enclosed rules are viewed as both logical and for the most part, a matter of common sense. They have been designed to enhance and further the concept of condominium lifestyle.

As previously stated in the preamble, the board of directors may, upon its own initiative, or upon requisition by the required number of unit owners, hold a meeting to adopt or amend the rules. Therefore, the following rules are not "cast in stone" and the decision as to whether you, as unit owners, feel the rules are appropriate or create a proper regime for condominium living, is entirely up to you. Some items contained within the rules are strictly a matter of taste and convenience, subject to the wants and wishes of the demographic group which presently resides within this condominium. Therefore, an attempt to find a neutral formula has been made, which is intended to be acceptable to the various demographic groups purchasing within this condominium and the board of directors may, from time to time, amend the rules to incorporate any individual points of style or tastes as our constituency desires.

Therefore, we have attempted to find a neutral formula which will be amenable to the various demographic groups purchasing within this condominium and the board of directors may, from time to time, amend the rules to incorporate any individual points of style or tastes as our constituency desires.

The rules are divided in categories which are consistent with the areas of concern typically arising out of the condominium lifestyle, including such categories as pets, fire safety, elevators, parking, use or recreation facilities, noise, etc. Therefore, we encourage you to take the time to read the rules to gather some sense of how this condominium should operate.

In the event that you have any concerns with the rules contained within this document, you are encouraged to speak to your board of directors or to your property manager to either clarify any outstanding concerns or bring to the attention of the board of directors any item which we may have overlooked.

I. DEFINITIONS

All terms of which the first letter is capitalized shall have the same meaning as set out in the Declaration, unless otherwise defined herein.

1. Act

Shall mean the *Condominium Act, 1998* S.O., 1998, c. 19 and all amendments thereto and for the purposes of clarity, the use of similar terms within the rules as those found within the Act shall have the same meaning given to them within the Act.

2. *Board*

Shall mean the Board of Directors of the condominium corporation elected pursuant to the provisions of the Act.

3. *Business Days*

Shall mean any day other than a Saturday, Sunday or a statutory holiday in the Province of Ontario.

4. *Common Elements*

Shall mean all the property except the units, as more particularly described in the registered plan of description of the condominium corporation.

5. *Condominium and/or Corporation*

Shall mean. T.S.C.C. No. 1582.

6. *Declaration*

Shall mean the declaration of. T.S.C.C. No. 1582.

7. *Guest*

Shall mean any person on the premises as the invitee, licensee, employee, agent and/or contractor of any Resident or the party to an agreement with any Resident.

8. *Manager*

Shall mean the property management company, its agents, employees or licensees as the context requires.

9. *Owner*

Owner shall mean the registered Owner of a Unit within this Condominium Corporation.

10. *Parking Unit*

Shall mean any Unit designated by the Declaration to be used for parking purposes.

11. *Recreation Facilities*

Shall mean the landscaped areas forming part of the common elements and the social and recreational areas within the Condominium located in the common elements of the Condominium and all facilities and equipment therein.

12. *Resident*

Shall mean an Owner, Tenant or a member of his or her family residing in or occupying a Unit within this Corporation, as the context demands.

13. *Residential Unit*

Shall mean any residential unit in the Condominium.

14. *Storage Locker Unit*

Shall mean any Unit designated by the Declaration to be used for storage purposes.

15. *Tenant*

Shall mean lessees of the Units within this Condominium Corporation.

16. *Unit*

Shall mean a unit as defined in the declaration of the Corporation.

The use of the masculine gender shall, as the context demands, include the feminine gender, and the use of singular shall necessarily include the plural whenever the context demands.

II. OCCUPATION AND USE OF THE UNITS AND COMMON ELEMENTS

1. No unlawful, illegal, improper or offensive use or conduct shall be permitted in or made of any Unit or any portion of the Common Elements. Without limiting the generality of the foregoing, all Residents and their Guests shall comply with all municipal and other zoning ordinances, and any other by-laws, rules, regulations, ordinances and legislation of all government authorities and/or agencies having jurisdiction over the Condominium Corporation.
2. An Owner shall take all reasonable steps to ensure that the Residents and his Guest(s) (and the Resident shall take all reasonable steps to ensure that his Guest(s)) comply with the Act, the Declaration, the by-laws and the rules in force and effect, and the Owner and/or Resident shall be responsible to fully reimburse or indemnify the Corporation for all losses, liabilities, suits, claims, actions or damages of any nature, financial or otherwise arising from the conduct of the Owner, the Resident or Guest of a Unit, upon the Units or Common Elements within this Condominium Corporation.
3. All costs, damages, liabilities, suits, claims or losses suffered or incurred by the Corporation, including without limitation increased insurance premiums, cleaning charges, or repair charges for any Unit or the Common Elements arising from any violation of these rules, may be recovered against the offending Owner and/or Resident, and may be collected in the same manner as common expenses.
4. All Owners shall provide the Board with the names, and business and home, telephone numbers of those who reside within their Residential Unit(s) and the name, address and telephone number of a person who may be contacted in the event of an emergency. Updates of such information shall be provided to the Board within 5 Business Days of any change of information.
5. All Owners are responsible to provide to the Board a Tenant's acknowledgement form (as set out within the Declaration) prior to a Tenant's occupancy of the Unit of the Owner.
6. All Tenants shall provide the Board with their names, addresses, business and home telephone numbers. Updates of such information shall be provided to the Board within 5 Business Days of any change of information.
7. No Owner or Resident shall do, or permit anything to be done, in his Unit or bring or keep anything within his Unit which will in any way increase the risk of fire or rate of fire insurance premiums on any building, or on property kept therein, or obstruct or interfere with the rights of any Owners or Residents, or in any way to annoy them, or conflict with the regulations of the relevant fire department, or with any insurance policy carried by the Corporation, or which will conflict with any of the rules and ordinances of the local board of health, or with any municipal by-law or any provincial or federal statutes of the regulation.
8. No Owner, Resident or Guest shall create, permit or continue to make any noise or nuisance, which in the opinion of the Board or the Manager, may or does disturb the comfort and/or quiet enjoyment of the Units and Common Elements by other Residents.
9. No one may store coal, charcoal or any other combustible (e.g. propane or butane gas tanks, etc.) or offensive materials anywhere in the Condominium, including, without limitation, within a Unit.
10. All Residents and Guests shall endeavour to use the paved walkways or the driveway when entering or leaving the buildings and to avoid crossing softscaped lawns or landscaped areas.
11. Repairs, hammering, drilling or any such work or activity which when performed creates noises or disturbances, shall only be permitted between the hours 9:00 a.m. and 8:00 p.m., Monday to Friday.
12. Residents shall not lend or give keys or any other means of access to their Unit or Common Elements to any person other than a Resident.
13. Residents shall not permit non-Residents to enter the buildings, unless that person is a Guest.
14. Subject to the Declaration, the by-laws, any agreements authorized by the by-laws or these rules, no one may obstruct any sidewalk, passageway, walkway, driveway or laneway, or use any of them except to travel to or from the Units or the Common Elements. No one shall put anything in the interior corridors immediately adjacent to Units or stairwells.
15. No mats, footwear or signs (other than those advertising rental or sale of the Unit) may be left outside Unit doorways, or placed anywhere in the Common Elements.
16. No door knockers, doorbells or decorations (whether permanent or seasonal) shall be placed upon the exterior of the door providing access to the Residential Unit, including any door to a Balcony or Terrace.
17. No Resident may install an audible alarm within a Unit.
18. A person responsible for a spill, stain or mess in the Common Elements shall clean it up immediately. If the person cannot do so properly, he or she shall advise the Manager as soon as possible, and shall reimburse the Corporation for the costs having the spill, stain or mess cleaned up.
19. No one may hold a sale of personal property (e.g. by auction or "in house" garage sale) in the Residential Unit or elsewhere in the building or lands which form part of the Common Elements without the prior written consent of the Board.
20. No one may allow his Unit to become infested with pests, vermin, insects or rodents. Residents shall report such infestation immediately to the Manager and shall provide access to their Units to have the pests, vermin, insects or rodents exterminated.

Anyone failing immediately to report the infestation of his Unit or failing to provide access to it shall pay the costs of repairing any damage caused by such failure, including increased extermination costs.

21. Except as provided in the Declaration, no one may erect any awning, shade, screen, enclosure or structure upon any window, Balcony or Terrace without written permission from the Board. No one may place any advertising signs or banners, nor any television or radio antenna, satellite dish or any similar device on any part of the Common Elements, other than the Declarant.
22. Nothing shall be discarded or permitted to fall from any window, Balcony or Terrace.
23. No one may shake or beat a mop, broom, rag, rug, mat or bedding from any door, window, Balcony or Terrace. No one may hang or dry clothes on a Balcony, Terrace or elsewhere outside their Unit.
24. Nothing shall be placed on the outside of a windowsill, projection, Balcony, Terrace or railing, chair railing, deck railing or elsewhere without the written permission of the Board.
25. Balconies and Terraces shall not be used for storage, unless otherwise provided in these rules. No installation shall be made upon same without the written permission of the Board.
26. No one shall apply paint to anything outside his Residential Unit without the written permission of the Board.
27. No person or pet shall damage, change or litter upon any of the landscaping contained within the Condominium. No one may add to or change the planting in any part of the Common Elements without prior Board approval.
28. No Owner shall allow or cause to be allowed any hard floor area in a Residential Unit, except the kitchen and bathroom to be less than sixty-five percent (65%) covered by carpeting or rugs. All flooring materials to be used or utilized by Residential Unit owners shall be in accordance with the noise transmission prevention requirements pursuant to the *Ontario New Home Warranties Plan Act*, as amended and all rules and regulations there under.
29. Bicycles are not permitted in elevators or any interior portion of the Corporation which has been finished with interior finishings and coverings. Further, the storage of bicycles is not permitted on Balconies or Terraces.
30. No one shall leave any debris, refuse or garbage in the Common Elements (including those of which the person has the exclusive use), except at times and in locations designated by the Board or the Manager.
31. Smoking is prohibited in all non-exclusive use common element areas.

Storage Locker Units

32. Residents shall not store hazardous material(s) in their Storage Locker Unit. For the purposes of these Rules, the term "hazardous materials" shall mean any materials defined by provincial or federal legislation as being hazardous, or any material deemed by the Board, in its sole and absolute discretion, to be hazardous, and not to limit the generality of the foregoing, gasoline, natural gas, propane, butane, gas tanks, natural gas tank, propane tanks, butane tanks, charcoal and any other flammable or combustible liquids or gases shall be deemed to be hazardous for the purposes of these Rules.
33. Residents using the Storage Locker Units bear the risk of theft or loss.
34. Residents moving out of the Condominium must clear their Storage Locker Units before departing.

III. NOISE

1. No Owner or Resident shall create, permit or suffer the creation, causing or continuation of any sound, noise or nuisance which, in the sole opinion of the Board, disturbs or interferes with the comfort or quiet enjoyment of the property by any Owner or Resident.
2. No Owner or Resident shall use or permit the use of any fire crackers or other fireworks in or upon the Common Elements or Units.
3. No Owner or Resident shall use the landscaped portions of the Common Elements for any activity, including without limitation games, group activities, cookouts, barbecues or family gatherings which in the sole opinion of the Board or the Manager creates a nuisance, annoyance or undue source of unwanted sound for any of the other Residents.

IV. PETS

1. A "household pet" or "pet" is defined as a dog, domestic cat, caged bird or fish, or any other animal that the Board may designate as a pet in its sole discretion, from time to time.
2. The breeding of any type of animal, fish or fowl for sale is strictly prohibited.
3. Each Owner or Resident keeping a pet in his Residential Unit shall register the pet with the Manager and/or Board which registration shall include a description of the species of the pet(s), breed, colour and any other distinguishing features of the pet.
4. No dangerous animal shall be permitted to enter or reside within this Corporation at any time. An attack dog is deemed to be a dangerous animal under these rules. Without limiting the generality of the foregoing, the Board, in its sole and unfettered

discretion may, after receiving a written complaint alleging the viciousness of the pet deem such pet to be dangerous and require the immediate removal of such pet from the Corporation.

5. Subject to section 18, below, Residents may keep two pets per Residential Unit. However, not more than one of these shall be a dog, unless the Resident requires a seeing-eye dog, guide dog, a dog to assist the hearing impaired or a dog to assist the physically challenged. In no event shall a pet which weighs in excess of thirty (30) pounds be kept in a Residential Unit.
6. Pets are not permitted within the Recreation Facilities.
7. No pet shall be permitted outside of a Residential Unit where it resides anywhere upon the Common Elements, except in the custody of the Owner and/or Resident and upon a short leash.
8. Pets must be kept on a tight leash when travelling upon and/or through the interior non-exclusive use Common Elements.
9. Pets shall not be exercised in the lobbies, corridors, stairways, garages, footpaths, grounds, pavements or any other portion of the non-exclusive use Common Elements within this Corporation.
10. All damages occasioned by a pet to the buildings, grounds, floors, walls, trims, finishes, tiles, carpeting, stairs, landscaping or any other portion of the Common Elements shall be the full responsibility of the Resident owner of the pet and the said Resident shall fully reimburse the Corporation for the cost of the repair, replacement and renovation thereto.
11. No household pet deemed to be a nuisance by the Board or Manager may be kept by a Resident. If the Board receives a complaint regarding the noise level, general disturbances, waste or damage caused by a pet, it shall notify the pet's owner of the complaint. This notice shall constitute a "first warning". The Board shall give the Resident a sufficient period of time in which to rectify any previous non-compliance of the rules (insofar as this is possible) and show compliance (including taking measures to prevent his pet from causing such waste, noise or nuisance) with the rules governing the keeping of pets within this Condominium. A Resident who fails to comply with the rules after being provided with "first warning" will thereafter, at the sole discretion of the Board and/or Manager, receive written notice requesting the permanent removal of the pet from the Corporation and the Resident owner of the pet must comply with the request for such permanent removal within two weeks from receiving written notice thereof.
12. All Residents and Owners must comply with the laws of the Province of Ontario or the applicable by-laws of the local municipality with respect to the keeping of dogs and other pets.
13. Residents shall not permit their pet(s) to soil or damage any part of the Common Elements or Units whether by waste, defecation, urination or otherwise. If such soiling or damage occurs, the Owner of the pet shall immediately rectify the damage or remove the excrement. If the Resident does not remove the excrement, the Manager shall have it removed and the Resident shall be liable for a \$50.00 removal charge (which may be collected in the same manner as common expenses).
14. Notwithstanding section 13 above, Residents shall not allow their pets to vomit, defecate or urinate in the buildings or within 15 metres of the building, except in a litter box for a cat or similar pet.
15. No pet shall be permitted to make excessive noise. "Excessive noise" shall be such noise, as determined by the Board, which reasonably annoys or disturbs any other Resident.
16. Any soiled litter created in the clean-up of the defecation of a pet must be well wrapped and deposited in the garbage bin on the ground floor, and under no circumstances shall the said soiled litter be put within the garbage chute, nor flushed down any toilet.
17. No Guest shall be permitted to bring any pet onto the Corporation, other than a guide dog for the visually impaired, hearing impaired or physically challenged.
18. Where a female pet has given birth, the maximum nursery period allowed shall be six weeks. At the end of the six-week period, the Resident shall have an additional 14 days to arrange for the accommodation of the excess pets.
19. In the event of an emergency in this building (such as a fire) the Resident owner of the pet shall have the full responsibility to care for his pet, control its actions and guarantee its safety.

V. PARKING

1. Each Resident shall provide to the Corporation all information pertaining to motor vehicles operated by himself and other Residents or occupants of his Residential Unit(s), including the license number of all motor vehicles driven by the occupants of the Resident's Residential Unit(s) and the Parking Unit number which said motor vehicles are allowed to park in by virtue of ownership or lease of same.
2. All motor vehicles operated by a Resident or Guest, within either the parking garage or any road or driveway on the property must be registered at the management office or with the security personnel, as determined by the Board.
3. The purchasers or lessees of a Residential Unit must register with the Manager before moving in to obtain keys or other devices required to gain access to the Parking Unit. To register, a vehicle owner must fill out a form giving the Manager his or her name, address and telephone number, and the vehicle's make, model, year, colour and licence plate number. Any changes to this information must be reported immediately to the Manager.

4. When entering the garage, drivers must not attempt to follow the car immediately ahead of them without activating the security door themselves. Drivers who try to pass through an open garage door without activating it bear the responsibility for damage or injury caused by collision with the garage door.
5. Any Resident proposing to lease a Parking Unit to any other person permitted by the Declaration to lease such Parking Unit, must provide the Corporation with an information form on behalf of the proposed lessees, along with a copy of the leasing agreement for the Parking Unit.
6. Residents may only park in Parking Units either leased or owned by them.
7. No one may park a motor vehicle so as to create, in the opinion of the Manager or Board, a safety or security hazard or any danger of property damage, arising from either the place of the vehicle, the duration of stay or the vehicle's condition. Immediately following receipt of notice from either the Manager or Board, which notice shall be deemed received when it is posted at the entrance of the Residential Unit where the vehicle owner resides or visits, the vehicle owner must remove it. If the vehicle is not removed immediately, the Corporation may have the vehicle towed away at the Resident's expense, recoverable in the same manner as common element expenses. Except for the immediate pick-up or delivery of people, vehicles may not be parked or stopped anywhere that is not set aside for parking. Parking in any prohibited area may result in the immediate removal of the offending vehicle at the Resident's expense.
8. No Resident shall be permitted to place, leave, park or permit to be placed, left or parked in or upon the Common Elements or within any Parking Unit, any private passenger vehicle fuelled by liquid or gaseous propane or natural gas.
9. Everyone shall activate the headlights of their vehicle when entering the underground parking garage or when operating a vehicle within it.
10. If a vehicle breaks down anywhere that would obstruct free vehicle movement, the driver shall immediately get his vehicle out of the way, notify the Manager of the breakdown and arrange to have the vehicle towed as soon as possible. Tow trucks or other similar vehicles fuelled by liquid or gaseous propane or natural gas are not permitted in the underground parking garage.
11. No vehicle repairs, other than such minor emergency repairs as a tire change or the addition only of oil, coolant or other fluids, shall be performed anywhere on the property. Residents shall be responsible for any stains or damage caused by the leaking of oil, gasoline, coolant, windshield wiper fluid or other operational fluid.
12. A Parking Unit shall be used only for the parking of permitted motor vehicles, which include cars, station wagons, family passenger trucks, four-wheel drive passenger vehicles, family passenger vans, and motorcycles. Storing or parking anything else on the Parking Unit is prohibited.
13. Motor vehicles may only be driven on road surfaces and parking lots, at a speed not to exceed the maximum-posted speed. Unless otherwise posted, the maximum vehicle speed is 10 km/hr.
14. No trailers, campers, boat trailers, truck, boat, recreational vehicle, mechanical toboggan, snowmobile, commercial vehicle or mechanical equipment may be parked in a Parking Unit, unless authorized by the Board.
15. Any vehicle found abandoned on the property may be ticketed and towed away.
16. If a driver must help a person incapacitated by age, handicap, injury or illness to enter or exit the buildings, he or she may leave his or her vehicle unattended while doing so provided that in so doing no fire route is obstructed by the unattended vehicle.
17. No one shall empty their vehicle ashtrays or leave any other litter from their vehicle anywhere but in designated garbage areas.
18. The Corporation is not responsible for any loss of or damage to a Resident's or visitor's motor vehicle or personal property.
19. At the option of the Board, vehicles permitted to be parked in the underground garage shall be identified with a decal placed in the front windshield. Parking in the underground lot may be denied to registered vehicles that do not have the decal. One decal per vehicle is issued upon registration. New decals, if required, may be obtained by re-registering the vehicle with the Manager.

VI. USE OF BALCONIES AND TERRACES

1. A Resident shall not do, nor permit anything to be done, on the Common Elements, including exclusive use Common Elements appurtenant to a Unit, nor bring nor keep anything thereon, which will in any way increase the risk of fire or the rate of fire insurance.
2. Where a Resident has placed seasonal furniture upon any part of the exclusive use Common Elements appurtenant to his Unit such furniture shall be of a first class quality and shall be removed by the owner at the end of the summer season.
3. No clothes line or other device intended to be used for the drying of clothes shall be erected on the Common Elements, including any exclusive use Common Elements appurtenant to a Unit.
4. The use of barbecues is not permitted on Balconies, Terraces or any other parts of the Common Elements other than the barbecues on the outdoor common area, supplied by the Corporation.

VII. GARBAGE DISPOSAL

1. No Resident shall deposit any garbage within a garbage chute that is not contained within a polyethylene garbage bag.
2. All garbage must be properly bound, packaged, bagged and sealed to prevent any undue odour, mess or damage during its descent within the garbage chutes.
3. All garbage must be firmly pushed down a garbage chute and not left within the container at the opening of the chute.
4. No Resident shall permit any burning material, including burning cigarettes, cigars or material of any sort to be deposited in the garbage chute room and/or the garbage chute.
5. No garbage is to be placed in the garbage chute between the hours of 10:00 p.m. and 7:30 a.m. so as to permit the quiet enjoyment by Residents of residential suites adjacent to the garbage chute room.
6. Everyone is encouraged to comply with recycling programs by using the recycling bins located in the garbage room of this Condominium.
7. Residents must break down and bind all large containers and shall place all glass items of any form whatsoever in a proper box. The broken down containers and/or glass are to be left neatly and tidily in the area(s) of this Condominium as designated for such purpose by the Manager from time to time. Anyone leaving such oversized or fragile garbage in the chute room shall notify the Manager so that it can be removed.

VIII. MOVING

1. Purchasers or lessees of the Residential Units must register with the Manager prior to moving in or out, at which time arrangements will be made for reserving use of an elevator for purposes of moving.
2. The hours of use and date of moving shall be fixed in advance by arrangement with the Manager.
3. All items in the nature of furniture, equipment, and fixtures or otherwise shall be moved into or out of the building situate within the Condominium Corporation by way of an elevator car designated as the moving elevator within the building.
4. Conditions may be imposed by the Manager, at his sole discretion, upon any new Resident with respect to the moving arrangements, so as to accommodate the ongoing quiet enjoyment of the building by its Residents.

IX. FIRE SAFETY AND HEALTH REGULATIONS

1. All water closets, toilets, sinks, drains or any portion of any plumbing or mechanical system within the Corporation shall only be used for such purposes, and in such a manner, for which they were designed and constructed, and in addition, no sweepings, garbage, rubbish, rags, ashes or any other materials of any sort which might by their inherent nature obstruct or otherwise damage the plumbing system and/or mechanical system shall not be deposited therein.
2. The cost of repairing any damage resulting from the contravention of the above or by the continuing misuse or unreasonable use of the aforesaid facilities shall be borne by the Resident who caused or suffered such damage to occur.
3. Water shall not be left on unless it is in actual use.
4. No Resident shall overload the existing electrical circuits within the Corporation. It is incumbent upon each Resident to ascertain whether any domestic appliance used within their Unit shall cause the overloading of the Corporation's electrical circuits.
5. Any costs relating to damage occasioned by the overloading of the aforesaid circuits shall be borne by the Resident of the Unit in which the damage was initiated and/or occurred.
6. No Resident shall do anything, permit anything or suffer anything to be done within his Unit or any portion of the Common Elements for which he has exclusive use of which would in any way increase the risk of fire, or the increase in premiums in respect of fire insurance placed upon the Corporation's buildings, or further, which would in any way obstruct or interfere with the rights of the other Owners or Residents or injure or annoy them or conflict with any public health safety and/or fire regulation code or legislation.
7. No Resident, unless duly authorized by the Corporation, shall disconnect, tamper with, alter or repair any fire warning system, heat sensing system and/or engineering alarm system within the Condominium.
8. Each Resident shall comply with the following rules with respect to the installation or maintenance of any dishwasher, washing machine and/or clothes dryer:
 - a. any washing machine and/or dishwasher shall be equipped with a nylon reinforced hose (which hose supplies hot and cold water to the aforesaid machine) which shall be designed for a minimum burst pressure of 190 kg per square centimetre (1000 PSI) or greater as the manufacturer of same may specify, and which is designed in addition, to withstand 180 degrees Fahrenheit;

- b. after using the washing machine, each Resident and/or Guest shall immediately turn off the supply taps to both hot and cold water;
- c. all costs incurred by damage or loss to the Corporation and/or any other Residential Unit Owner resulting from flooding caused by the bursting of any inadequate or poorly installed hoses and/or mechanical connection to the water supplies, shall be borne by the Resident of the Unit from which the aforesaid damage was occasioned or initiated; and
- d. lint and dust in any clothes dryer lint trap and in any lint trap leading to or forming part of an exterior duct shall be regularly cleared from such areas.

X. ELEVATORS

1. Smoking is strictly prohibited in the elevators, and each Resident is responsible to ensure that their Guests abide by this rule.
2. The emergency buttons and emergency telephones within the elevator cars shall only be used in the event of an emergency.

XI. TENANTS

1. Each Owner must deliver to the Corporation or its Manager, the acknowledgement (contained within the Declaration) executed by the proposed Tenant to the Unit prior to the Tenant's occupancy of the Unit. In addition, the Owner shall also provide to the Corporation the Tenant's name, phone number, number of people occupying the said Unit (if applicable) and such other information as the Manager and/or Board may require in their sole and unfettered discretion.
2. The Owner shall ensure that the Tenant complies with all the provisions of the Act, the Declaration, the by-laws and the rules of the Corporation established from time to time.
3. The Owner shall inform the Board within 7 days of the termination of a tenancy of the Owner's Residential or Parking Unit.

XII. SOLICITING

1. No solicitation or canvassing is permitted within this Corporation.
2. No solicitation or canvassing whether by or on behalf of a person, Corporation, or charitable institution is permitted within this Corporation.
3. Notwithstanding anything hereinbefore set out, Section 118 of the Act states that "No corporation or employee or agent of a corporation shall restrict reasonable access to the property by candidates, or their authorized representatives, for election to the House of Commons, the Legislative Assembly or an office in a municipal government or school board if access is necessary for the purpose of canvassing or distributing election material".

XIII. ACCESS CONTROL

1. No Resident and/or Guest shall change or permit to be changed, any lock or locks on any doors accessing his Unit, or upon any door situate within the Units or Common Elements, nor place or install any additional lock on any door within the Corporation, other than interior doors within a Unit, without first obtaining the prior written consent of the Board. In the event that a Resident has changed locks without permission then all damages and/or costs arising out of an emergency forced entry by the Manager into the said locked Unit shall be borne by the Resident and/or Owner of same. If such consent is obtained the Resident shall thereafter provide the Manager and/or Board with a key which shall operate the replacement lock and/or new lock.
2. Each Resident, prior to vacating the Residential Unit for any extended period of time including any seasonal vacancy shall arrange for the cessation of delivery of newspapers and/or any form of other deliveries, including mail, and inform the Manager and all security personnel of his vacancy or vacation. Any items which continue to be delivered to the Residential Unit in the Resident's absence may be removed by the Manager, and neither the Manager nor the Corporation shall be responsible for such items which have been delivered to the Unit in the absence of the Resident.
3. In the event that the Resident permits his Residential Unit to be occupied by a Guest during his seasonal absence, vacancy and/or vacation, the Resident shall inform the Manager and/or Board in writing of the names of the proposed Guests, dates of their occupancy and all particulars requested by the Manager. No use of the Residential Unit shall be permitted unless the above-noted conditions have been complied with.
4. The Manager shall, upon reasonable request by a Resident, accept delivery of a mail or parcel to be delivered in the Resident's absence. If no specific instructions have been given, the staff shall not accept or receive delivery of any item or piece of mail, whether such mail is in the form of registered mail, or express delivery.

XIV. RECREATION FACILITIES

A. General Rules

1. All persons using the Recreation Facilities shall wear shoes and appropriate clothing while using the Recreation Facilities.

2. Each Resident must accompany her/his Guest in the Recreation Facilities at all times and ensure that such Guests are fully aware of all rules and regulations.
3. Generally, children under the age of 12 are not permitted to use the Recreation Facilities without the supervision of an adult. Higher age restrictions may be applicable in certain areas.
4. The cost of any damage to the Recreation Facilities by a Resident and/or Guest will be the responsibility of the Resident.
5. Boisterous behaviour of any sort including yelling, running or rowdyism and other general forms of misconduct are not permitted within the Recreation Facilities at any time. Any person who commits same may be ejected from the Recreation Facilities by the Manager. The Manager shall have unfettered discretion to determine what constitutes boisterous behaviour.
6. The maximum number of people permitted in using any room situate within the Recreation Facilities shall be in accordance with signs posted in such room, with the signs stating the maximum capacity of the rooms in accordance with local fire authorities regulations or by-laws.
7. All persons using the Recreation Facilities do so at their own risk.
8. Unless expressly permitted elsewhere in these Rules, no music shall be played through speakers if such music is likely to interfere with another Resident's use and enjoyment of the Recreation Facilities, as determined by the Board in its sole and absolute discretion.

B. Swimming Pool and Whirlpool

1. The swimming pool and/or whirlpool may be used subject to any applicable regulations under the Health Protection and Promotion Act and/or any other applicable statutes or regulations.
2. No Resident shall permit any child under the apparent age of 4 or lacking toilet training to use the swimming pool and/or whirlpool. In addition, rubber pants over diapers and/or use of changing of any diapers is not permitted within the swimming pool and/or whirlpool area.
3. Any children under the age of 12 must be supervised when using the swimming pool whether such children are Residents and/or Guests.
4. Residents and Guests are required to wear proper swimming attire within the swimming pool and/or whirlpool area.
5. Each Resident must accompany his/her Guest to the swimming pool and/or whirlpool at all times. Each Resident is responsible for his/her Guest.
6. Running is not permitted in the swimming pool and/or whirlpool area.
7. No food or drink may be brought to the swimming pool and/or whirlpool area.
8. The swimming pool and/or whirlpool area shall be open for use between 6:00 a.m. and 11:00 p.m.

C. Steam Rooms

1. No children under the age of 16 may use the steam rooms unless accompanied by an adult.
2. No food, beverages or glass containers are allowed in the steam rooms.
3. Proper swimming attire must be worn within the steam rooms.
4. The steam rooms shall be open for use between 6:00 a.m. and 11:00 p.m.

D. Fitness Room

1. Proper attire is required when using the fitness room and while recognizing the variety of fitness suits and aerobic outfits available today, proper decorum must be exhibited in wearing outfits that do not overly expose the wearer. While using this room, Residents shall not wear street clothes.
2. Any persons using the fitness room may not wear any sort of wet attire, including bathing suits.
3. Children under the age of 16 are strictly prohibited from the use of the fitness room unless accompanied by a parent or guardian.
4. All equipment shall be treated with reasonable care and caution.
5. Removal of any equipment from the fitness room for any purpose is strictly prohibited.
6. No food or beverages are permitted within the fitness room.
7. All persons using any machinery or equipment in the fitness room must wipe the machinery or equipment dry of any perspiration.

8. The fitness room shall be open for use between 6:00 a.m. and 11:00 p.m.

E. Spa Rooms

1. No children under the age of 18 may use the spa rooms unless accompanied by a (resident) adult.
2. No food, beverages or glass containers are allowed in the spa rooms.
3. Proper attire and/or covering is required when using the spa rooms.
4. All persons using the massage table must wipe down the massage table after each use and generally leave the room in a clean condition.
5. The spa rooms may be booked at the Security Desk for maximum one-hour intervals. Only one room may be booked at any time and only one booking may be made, nor more than 72 hours in advance of the booking time.
6. The spa rooms shall be open for use between 6:00 a.m. and 11:00 p.m.

F. Outdoor Patio Area

1. The barbeque on the outdoor patio area shall only be used between 11:00 a.m. and dusk.
2. Use of the barbeque is on a "first-come basis". The barbeque must be cleaned after each use by the person using the barbeque.

G. Multi-Purpose Room and Guest Suite Units

General

1. The use of these facilities are governed by the terms of the Declaration, and the Rules, and the rooms may only be used by those parties and for such purposes contemplated by the Declaration of the Condominium and in accordance with all applicable law and regulations.
2. All bookings for rooms shall be made with the Manager at the management office during regular business hours and should be made no more than 6 months in advance. The Manager may require such information as it decides in its sole discretion is reasonable from any party applying for use of the rooms.
3. Any application forms supplied by the Manager to the applying party (applicant) shall be completed in full and signed by the applicant and returned to the Manager.
4. The Manager may request and the application shall provide, a security/cleaning deposit in such sums as the Board may determine at the time of reservation. If this security/cleaning deposit is not paid to the Manager by way of cash, certified cheque or bank draft at least 2 weeks prior to the reserve date, the Manager shall cancel the reservation.
5. Subsequent to an event being held in the multi-purpose room or a guest using a Guest Suite Unit, the Manager shall determine if any damage has been occasioned to the room and shall notify the person who rented same, in writing, as to his determination. In the event that any damage has not been occasioned to the room then the security/cleaning deposit less cleaning charges shall be returned to the applicant who used the room. In the event that there is damage, the Manager shall be empowered to provide the security/cleaning deposit first against any and all damage. In the event that the deposit is insufficient to pay for the damage and cleaning expenses, then the Resident shall immediately reimburse the Manager for all sums expended by the Manager in excess of the security deposit amount to repair the damage and clean the room.

Multi-Purpose Room

6. Reservations for the multi-purpose room must be cancelled no later than 14 days prior to the reserve date, except if the reservation is on a designated holiday, in which case the cancellation must be made at least 1 month in advance of the reserve date. Any cancellations within the final prior to the reservation date shall result in the forfeiture of the security/cleaning deposit.
7. Noisy, rowdy or drunken behaviour is prohibited.
8. Music may be played in the multi-purpose room but shall not be played in excess of 90 decibels.
9. All functions in the multi-purpose room must end by 11:00 p.m. and the room thereafter immediately vacated by all persons.
10. A security guard, pursuant to the terms and provisions of the Declaration, may be retained to monitor the arrival and departure from the multi-purpose room during the reserved event. Such security guard shall be reimbursed or compensated by the party in whose name the reservation was made.
11. Alcohol or beverages containing alcohol shall not be sold whether for profit or otherwise at any function within the Common Elements and serving of alcohol shall be in accordance with all applicable laws and regulations.
12. Only events organized by the Corporation, a Resident or the declarant shall be permitted within the multi-purpose room.

SCHEDULE "B"

Condominium Act, 1998

CONSENT

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

NOT APPLICABLE

31

32

SCHEDULE "C"

BOUNDARIES OF UNITS

Each Residential Unit, Guest Suite Unit, Parking Unit, Combined Parking/Storage Locker Unit and Storage Locker Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 5 both inclusive of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below and are illustrated on Part 1, Sheets 1 to 5, both inclusive of the Description and all dimensions shall have reference to them.

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

1. BOUNDARIES OF THE RESIDENTIAL UNITS

(being Units 1 to 6 inclusive and 9 to 14 inclusive on Level 2, Units 1 to 13 inclusive on Levels 3 and 4, Units 1 to 8 inclusive on Levels 5 to 20 inclusive, Units 1 to 7 inclusive on Levels 21 to 30 inclusive and Units 1 to 3 inclusive on Level 31).

2. BOUNDARIES OF THE GUEST SUITE UNITS

(being Units 7 and 8 on Level 2).

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

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

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

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

3. BOUNDARIES OF THE PARKING UNITS

(being Units 1 to 8 inclusive and 11 to 60 inclusive on Level A, Units 1 to 28 inclusive, 31 to 42 inclusive and 45 to 99 inclusive on Level B and Units 1 to 23 inclusive, 26 to 37 inclusive and 40 to 100 inclusive on Level C).

4. BOUNDARIES OF THE COMBINED PARKING/STORAGE LOCKER UNITS

(being Units 9 and 10 on Level A and Units 29, 30, 43 and 44 on Level B and Units 24, 25, 38 and 39 on Level C).

a) Each Parking Unit and Combined Parking/Storage Locker Unit is bounded vertically by:

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

b) Each Parking Unit and Combined Parking/Storage Locker Unit is bounded horizontally by:

- i) the vertical plane defined by the line and face of the concrete columns and/or walls and production.
- ii) the vertical plane established by the centre-line of columns and production.
- iii) the vertical plane established by measurement.
- iv) the unit side surface and plane of the concrete/concrete block wall and production.
- 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 centerline of the concrete columns and/or the production thereof.

- vii) the unit side surface and plane of the steel wire mesh and steel frame for the Combined Parking/Storage Locker Units.

5. BOUNDARIES OF THE STORAGE LOCKER UNITS

(being Units 61 to 82 inclusive on Level A, Units 100 to 147 inclusive on Level B and Units 101 to 133 inclusive on Level C).

- a) Each Storage Locker Unit shall be bounded vertically by:
- i) the upper surface and plane of the concrete floor slab and production.
 - ii) the lower surface and plane of the steel wire mesh and frame.
- b) Each Storage Locker Unit shall be bounded horizontally by:
- i) the unit side surface and plane of the steel wire mesh and steel frames.
 - ii) the unit side surface and plane of concrete or concrete block walls and production.
 - iii) the backside surface and plane of the drywall sheathing and production.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 to 5, both inclusive of the Description.

January 26, 2004
Dated

Dario A. Miret
Dario A. Miret, 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.

January 8, 2004

Ref: 190: 1252-5.SCC

TWENTY ONE HILLCREST

SCHEDULE 'D'

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE
CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

| <u>Suite No.</u> | <u>LEVEL NO.</u> | <u>UNIT NO.</u> | <u>% INTEREST IN COMMON ELEMENTS & % CONTRIBUTION TO COMMON EXPENSES</u> |
|-------------------------------|----------------------|--|--|
| PARKING | A | 1-8 INCL. 8 UNITS AT 0.0417600 PER UNIT | 0.3340800 |
| PARKING/ STORAGE LOCKER | A | 9-10 INCL. 2 UNITS AT 0.0517600 PER UNIT | 0.1035200 |
| PARKING | A | 11-60 INCL. 50 UNITS AT 0.0417600 PER UNIT | 2.0880000 |
| STORAGE LOCKER | A | 61-82 INCL. 22 UNITS AT 0.0100000 PER UNIT | 0.2200000 |
| PARKING | B | 1 1 UNIT AT 0.0417600 PER UNIT | 0.0417600 |
| PARKING | B | 2 1 UNIT AT 0.0725000 PER UNIT | 0.0725000 |
| PARKING | B | 3-16 INCL. 14 UNITS AT 0.0417600 PER UNIT | 0.5846400 |
| PARKING | B | 17-18 INCL. 2 UNITS AT 0.0725000 PER UNIT | 0.1450000 |
| PARKING | B | 19-28 INCL. 10 UNITS AT 0.0417600 PER UNIT | 0.4176000 |
| PARKING/ STORAGE LOCKER | B | 29-30 INCL. 2 UNITS AT 0.0517600 PER UNIT | 0.1035200 |
| PARKING | B | 31-42 INCL. 12 UNITS AT 0.0417600 PER UNIT | 0.5011200 |
| PARKING/ STORAGE LOCKER | B | 43-44 INCL. 2 UNITS AT 0.0517600 PER UNIT | 0.1035200 |
| PARKING | B | 45-99 INCL. 55 UNITS AT 0.0417600 PER UNIT | 2.2968000 |

TWENTY ONE HILLCREST

SCHEDULE 'D'

35

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE
CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

| <u>Suite No.</u> | <u>LEVEL NO.</u> | <u>UNIT NO.</u> | <u>% INTEREST IN COMMON ELEMENTS & % CONTRIBUTION TO COMMON EXPENSES</u> |
|-------------------------------|----------------------|--|--|
| STORAGE LOCKER | B | 100-147 INCL. 48 UNITS AT 0.0100000 PER UNIT | 0.4800000 |
| PARKING | C | 1 1 UNIT AT 0.0417600 PER UNIT | 0.0417600 |
| PARKING | C | 2 1 UNIT AT 0.0725000 PER UNIT | 0.0725000 |
| PARKING | C | 3-11 INCL. 9 UNITS AT 0.0417600 PER UNIT | 0.3758400 |
| PARKING | C | 12-13 INCL. 2 UNITS AT 0.0725000 PER UNIT | 0.1450000 |
| PARKING | C | 14-23 INCL. 10 UNITS AT 0.0417600 PER UNIT | 0.4176000 |
| PARKING/ STORAGE LOCKER | C | 24-25 INCL. 2 UNITS AT 0.0517600 PER UNIT | 0.1035200 |
| PARKING | C | 26-37 INCL. 12 UNITS AT 0.0417600 PER UNIT | 0.5011200 |
| PARKING/ STORAGE LOCKER | C | 38-39 INCL. 2 UNITS AT 0.0517600 PER UNIT | 0.1035200 |
| PARKING | C | 40-100 INCL. 61 UNITS AT 0.0417600 PER UNIT | 2.5473600 |
| STORAGE LOCKER | C | 101-133 INCL. 33 UNITS AT 0.0100000 PER UNIT | 0.3300000 |
| 201 | 2 | 1 | 0.3303500 |
| 202 | 2 | 2 | 0.3150500 |
| 203 | 2 | 3 | 0.3520800 |
| 204 | 2 | 4 | 0.2730700 |
| 205 | 2 | 5 | 0.3051700 |
| 206 | 2 | 6 | 0.2671500 |
| Guest Suite | 2 | 7 | 0.0028700 |
| Guest Suite | 2 | 8 | 0.0028700 |
| 207 | 2 | 9 | 0.1970300 |
| 208 | 2 | 10 | 0.3955400 |
| 209 | 2 | 11 | 0.3639300 |

TWENTY ONE HILLCREST

SCHEDULE 'D'

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE
CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

| <u>Suite No.</u> | <u>LEVEL NO.</u> | <u>UNIT NO.</u> | <u>% INTEREST IN COMMON ELEMENTS & % CONTRIBUTION TO COMMON EXPENSES</u> |
|----------------------|----------------------|---------------------|--|
| 210 | 2 | 12 | 0.3417100 |
| 211 | 2 | 13 | 0.2982600 |
| 212 | 2 | 14 | 0.3071500 |
| 301 | 3 | 1 | 0.3303500 |
| 302 | 3 | 2 | 0.3150500 |
| 303 | 3 | 3 | 0.3520800 |
| 304 | 3 | 4 | 0.2730700 |
| 305 | 3 | 5 | 0.3051700 |
| 306 | 3 | 6 | 0.3831900 |
| 307 | 3 | 7 | 0.4227000 |
| 308 | 3 | 8 | 0.3392400 |
| 309 | 3 | 9 | 0.4755300 |
| 310 | 3 | 10 | 0.3639300 |
| 311 | 3 | 11 | 0.3417100 |
| 312 | 3 | 12 | 0.2982600 |
| 313 | 3 | 13 | 0.3071500 |
| 401 | 4 | 1 | 0.3303500 |
| 402 | 4 | 2 | 0.3150500 |
| 403 | 4 | 3 | 0.3520800 |
| 404 | 4 | 4 | 0.2730700 |
| 405 | 4 | 5 | 0.3051700 |
| 406 | 4 | 6 | 0.3831900 |
| 407 | 4 | 7 | 0.4227000 |
| 408 | 4 | 8 | 0.3392400 |
| 409 | 4 | 9 | 0.4755300 |
| 410 | 4 | 10 | 0.3639300 |
| 411 | 4 | 11 | 0.3417100 |
| 412 | 4 | 12 | 0.2982600 |
| 413 | 4 | 13 | 0.3071500 |
| 501 | 5 | 1 | 0.3249200 |
| 502 | 5 | 2 | 0.3683800 |
| 503 | 5 | 3 | 0.3920800 |
| 504 | 5 | 4 | 0.4227000 |
| 505 | 5 | 5 | 0.3392400 |
| 506 | 5 | 6 | 0.4755300 |
| 507 | 5 | 7 | 0.3678800 |
| 508 | 5 | 8 | 0.3249200 |
| 601 | 6 | 1 | 0.3249200 |
| 602 | 6 | 2 | 0.3683800 |
| 603 | 6 | 3 | 0.3920800 |
| 604 | 6 | 4 | 0.4227000 |
| 605 | 6 | 5 | 0.3392400 |
| 606 | 6 | 6 | 0.4755300 |
| 607 | 6 | 7 | 0.3678800 |
| 608 | 6 | 8 | 0.3249200 |
| 701 | 7 | 1 | 0.3249200 |
| 702 | 7 | 2 | 0.3683800 |
| 703 | 7 | 3 | 0.3920800 |
| 704 | 7 | 4 | 0.4227000 |
| 705 | 7 | 5 | 0.3392400 |
| 706 | 7 | 6 | 0.4755300 |
| 707 | 7 | 7 | 0.3678800 |
| 708 | 7 | 8 | 0.3249200 |

TWENTY ONE HILLCREST

SCHEDULE 'D'

37

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE
CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

| <u>Suite No.</u> | <u>LEVEL NO.</u> | <u>UNIT NO.</u> | <u>% INTEREST IN COMMON ELEMENTS & % CONTRIBUTION TO COMMON EXPENSES</u> |
|----------------------|----------------------|---------------------|--|
| 801 | 8 | 1 | 0.3249200 |
| 802 | 8 | 2 | 0.3683800 |
| 803 | 8 | 3 | 0.3920800 |
| 804 | 8 | 4 | 0.4227000 |
| 805 | 8 | 5 | 0.3392400 |
| 806 | 8 | 6 | 0.4755300 |
| 807 | 8 | 7 | 0.3678800 |
| 808 | 8 | 8 | 0.3249200 |
| 901 | 9 | 1 | 0.3249200 |
| 902 | 9 | 2 | 0.3683800 |
| 903 | 9 | 3 | 0.3920800 |
| 904 | 9 | 4 | 0.4227000 |
| 905 | 9 | 5 | 0.3392400 |
| 906 | 9 | 6 | 0.4755300 |
| 907 | 9 | 7 | 0.3678800 |
| 908 | 9 | 8 | 0.3249200 |
| 1001 | 10 | 1 | 0.3249200 |
| 1002 | 10 | 2 | 0.3683800 |
| 1003 | 10 | 3 | 0.3920800 |
| 1004 | 10 | 4 | 0.4227000 |
| 1005 | 10 | 5 | 0.3392400 |
| 1006 | 10 | 6 | 0.4755300 |
| 1007 | 10 | 7 | 0.3678800 |
| 1008 | 10 | 8 | 0.3249200 |
| 1101 | 11 | 1 | 0.3249200 |
| 1102 | 11 | 2 | 0.3683800 |
| 1103 | 11 | 3 | 0.3920800 |
| 1104 | 11 | 4 | 0.4227000 |
| 1105 | 11 | 5 | 0.3392400 |
| 1106 | 11 | 6 | 0.4755300 |
| 1107 | 11 | 7 | 0.3678800 |
| 1108 | 11 | 8 | 0.3249200 |
| 1201 | 12 | 1 | 0.3249200 |
| 1202 | 12 | 2 | 0.3683800 |
| 1203 | 12 | 3 | 0.3920800 |
| 1204 | 12 | 4 | 0.4227000 |
| 1205 | 12 | 5 | 0.3392400 |
| 1206 | 12 | 6 | 0.4755300 |
| 1207 | 12 | 7 | 0.3678800 |
| 1208 | 12 | 8 | 0.3249200 |
| 1401 | 13 | 1 | 0.3249200 |
| 1402 | 13 | 2 | 0.3683800 |
| 1403 | 13 | 3 | 0.3920800 |
| 1404 | 13 | 4 | 0.4227000 |
| 1405 | 13 | 5 | 0.3392400 |
| 1406 | 13 | 6 | 0.4755300 |
| 1407 | 13 | 7 | 0.3678800 |
| 1408 | 13 | 8 | 0.3249200 |
| 1501 | 14 | 1 | 0.3249200 |
| 1502 | 14 | 2 | 0.3683800 |
| 1503 | 14 | 3 | 0.3920800 |
| 1504 | 14 | 4 | 0.4227000 |

TWENTY ONE HILLCREST

SCHEDULE 'D'

38

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE
CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

| <u>Suite No.</u> | <u>LEVEL NO.</u> | <u>UNIT NO.</u> | <u>% INTEREST IN COMMON ELEMENTS & % CONTRIBUTION TO COMMON EXPENSES</u> |
|----------------------|----------------------|---------------------|--|
| 1505 | 14 | 5 | 0.3392400 |
| 1506 | 14 | 6 | 0.4755300 |
| 1507 | 14 | 7 | 0.3678800 |
| 1508 | 14 | 8 | 0.3249200 |
| 1601 | 15 | 1 | 0.3249200 |
| 1602 | 15 | 2 | 0.3683800 |
| 1603 | 15 | 3 | 0.3920800 |
| 1604 | 15 | 4 | 0.4227000 |
| 1605 | 15 | 5 | 0.3392400 |
| 1606 | 15 | 6 | 0.4755300 |
| 1607 | 15 | 7 | 0.3678800 |
| 1608 | 15 | 8 | 0.3249200 |
| 1701 | 16 | 1 | 0.3249200 |
| 1702 | 16 | 2 | 0.3683800 |
| 1703 | 16 | 3 | 0.3920800 |
| 1704 | 16 | 4 | 0.4227000 |
| 1705 | 16 | 5 | 0.3392400 |
| 1706 | 16 | 6 | 0.4755300 |
| 1707 | 16 | 7 | 0.3678800 |
| 1708 | 16 | 8 | 0.3249200 |
| 1801 | 17 | 1 | 0.3249200 |
| 1802 | 17 | 2 | 0.3683800 |
| 1803 | 17 | 3 | 0.3920800 |
| 1804 | 17 | 4 | 0.4227000 |
| 1805 | 17 | 5 | 0.3392400 |
| 1806 | 17 | 6 | 0.4755300 |
| 1807 | 17 | 7 | 0.3678800 |
| 1808 | 17 | 8 | 0.3249200 |
| 1901 | 18 | 1 | 0.3249200 |
| 1902 | 18 | 2 | 0.3683800 |
| 1903 | 18 | 3 | 0.3920800 |
| 1904 | 18 | 4 | 0.4227000 |
| 1905 | 18 | 5 | 0.3392400 |
| 1906 | 18 | 6 | 0.4755300 |
| 1907 | 18 | 7 | 0.3678800 |
| 1908 | 18 | 8 | 0.3249200 |
| 2001 | 19 | 1 | 0.3249200 |
| 2002 | 19 | 2 | 0.3683800 |
| 2003 | 19 | 3 | 0.3920800 |
| 2004 | 19 | 4 | 0.4227000 |
| 2005 | 19 | 5 | 0.3392400 |
| 2006 | 19 | 6 | 0.4755300 |
| 2007 | 19 | 7 | 0.3678800 |
| 2008 | 19 | 8 | 0.3249200 |
| 2101 | 20 | 1 | 0.3249200 |
| 2102 | 20 | 2 | 0.3683800 |
| 2103 | 20 | 3 | 0.3920800 |
| 2104 | 20 | 4 | 0.4227000 |
| 2105 | 20 | 5 | 0.3392400 |
| 2106 | 20 | 6 | 0.4755300 |
| 2107 | 20 | 7 | 0.3678800 |
| 2108 | 20 | 8 | 0.3249200 |

TWENTY ONE HILLCREST

SCHEDULE 'D'

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE
CONTRIBUTION TO COMMON EXPENSES, BY UNIT AND LEVEL NUMBER

| <u>Suite</u> <u>No.</u> | <u>LEVEL</u> <u>NO.</u> | <u>UNIT</u> <u>NO.</u> | <u>% INTEREST IN COMMON ELEMENTS</u> <u>& % CONTRIBUTION TO</u> <u>COMMON EXPENSES</u> |
|----------------------------|----------------------------|---------------------------|--|
| 2201 | 21 | 1 | 0.3180100 |
| 2202 | 21 | 2 | 0.4029400 |
| 2203 | 21 | 3 | 0.3382600 |
| 2204 | 21 | 4 | 0.2202400 |
| 2205 | 21 | 5 | 0.5589900 |
| 2206 | 21 | 6 | 0.4029400 |
| 2207 | 21 | 7 | 0.3180100 |
| 2301 | 22 | 1 | 0.3180100 |
| 2302 | 22 | 2 | 0.4029400 |
| 2303 | 22 | 3 | 0.3382600 |
| 2304 | 22 | 4 | 0.2202400 |
| 2305 | 22 | 5 | 0.5589900 |
| 2306 | 22 | 6 | 0.4029400 |
| 2307 | 22 | 7 | 0.3180100 |
| 2401 | 23 | 1 | 0.3180100 |
| 2402 | 23 | 2 | 0.4029400 |
| 2403 | 23 | 3 | 0.3382600 |
| 2404 | 23 | 4 | 0.2202400 |
| 2405 | 23 | 5 | 0.5589900 |
| 2406 | 23 | 6 | 0.4029400 |
| 2407 | 23 | 7 | 0.3180100 |
| 2501 | 24 | 1 | 0.3180100 |
| 2502 | 24 | 2 | 0.4029400 |
| 2503 | 24 | 3 | 0.3382600 |
| 2504 | 24 | 4 | 0.2202400 |
| 2505 | 24 | 5 | 0.5589900 |
| 2506 | 24 | 6 | 0.4029400 |
| 2507 | 24 | 7 | 0.3180100 |
| 2601 | 25 | 1 | 0.3180100 |
| 2602 | 25 | 2 | 0.4029400 |
| 2603 | 25 | 3 | 0.3382600 |
| 2604 | 25 | 4 | 0.2202400 |
| 2605 | 25 | 5 | 0.5589900 |
| 2606 | 25 | 6 | 0.4029400 |
| 2607 | 25 | 7 | 0.3180100 |
| 2701 | 26 | 1 | 0.3180100 |
| 2702 | 26 | 2 | 0.4029400 |
| 2703 | 26 | 3 | 0.3382600 |
| 2704 | 26 | 4 | 0.2202400 |
| 2705 | 26 | 5 | 0.5589900 |
| 2706 | 26 | 6 | 0.4029400 |
| 2707 | 26 | 7 | 0.3180100 |
| 2801 | 27 | 1 | 0.3180100 |
| 2802 | 27 | 2 | 0.4029400 |
| 2803 | 27 | 3 | 0.3382600 |
| 2804 | 27 | 4 | 0.2202400 |
| 2805 | 27 | 5 | 0.5589900 |
| 2806 | 27 | 6 | 0.4029400 |
| 2807 | 27 | 7 | 0.3180100 |
| 2901 | 28 | 1 | 0.3180100 |
| 2902 | 28 | 2 | 0.2967800 |

TWENTY ONE HILLCREST

SCHEDULE 'D'

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE
CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

| <u>Suite No.</u> | <u>LEVEL NO.</u> | <u>UNIT NO.</u> | <u>% INTEREST IN COMMON ELEMENTS & % CONTRIBUTION TO COMMON EXPENSES</u> |
|----------------------|----------------------|---------------------|--|
| 2903 | 28 | 3 | 0.2844300 |
| 2904 | 28 | 4 | 0.2202400 |
| 2905 | 28 | 5 | 0.5007200 |
| 2906 | 28 | 6 | 0.2967800 |
| 2907 | 28 | 7 | 0.3180100 |
| 3001 | 29 | 1 | 0.3180100 |
| 3002 | 29 | 2 | 0.2967800 |
| 3003 | 29 | 3 | 0.2844300 |
| 3004 | 29 | 4 | 0.2202400 |
| 3005 | 29 | 5 | 0.5007200 |
| 3006 | 29 | 6 | 0.2967800 |
| 3007 | 29 | 7 | 0.3180100 |
| 3101 | 30 | 1 | 0.3180100 |
| 3102 | 30 | 2 | 0.2967800 |
| 3103 | 30 | 3 | 0.2844300 |
| 3104 | 30 | 4 | 0.2202400 |
| 3105 | 30 | 5 | 0.5007200 |
| 3106 | 30 | 6 | 0.2967800 |
| 3107 | 30 | 7 | 0.3180100 |
| PH3201 | 31 | 1 | 0.5911100 |
| PH3202 | 31 | 2 | 1.0320800 |
| PH3203 | 31 | 3 | 0.6084000 |
| TOTAL | | | <u><u>100.0000000</u></u> |

(41)

SCHEDULE "E"

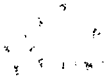
COMMON EXPENSES

Common expenses shall include but shall not be limited to the following:

- a) All expenses of the Corporation incurred by it or by the Board in the performance of the objects and duties of the Corporation, whether such objects and duties are imposed under the provisions of the Act, this Declaration, or performed pursuant to the by-laws or Rules of the Corporation.
- b) All sums of money properly 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 payable on account of:
 - (i) the procurement and maintenance of any insurance coverage required or permitted by the Act, or this Declaration and which this Declaration provides is not to be borne solely by a Unit owner;
 - (ii) water and sewage charges for the Units and common elements to the extent not metered separately for each Unit;
 - (iii) hydro-electric power for the Units and common elements, unless separately metered for each Unit;
 - (iv) fuel, including natural gas for the Units and common elements to the extent not metered separately for each Unit;
 - (v) cable television or other similar service, serving the common elements;
 - (vi) realty taxes (including local improvement charges) levied against the common elements may be the responsibility of the Corporation;
 - (vii) snow ploughing and removal and landscaping;
 - (viii) garbage collection, the collection of recyclable materials and waste disposal for the Units and common elements, including the cost of any garbage collection vehicles or equipment;
 - (ix) maintenance materials, tools, equipment and supplies;
 - (x) window washing and pest control.
- c) The cost of obtaining and maintaining fidelity bonds as provided in the by-laws of the Corporation, if any.
- d) All sums of money paid or payable by the Corporation to or for the benefit of any and all persons, firms or companies engaged or retained by the Corporation, its Board or by its duly authorized agents, servants and employees, for the purpose of performing any or all of the duties of the Corporation.
- e) All sums of money paid or payable by the Corporation in the performance of its objects, duties and powers including without limitation legal, engineering, accounting, auditing, expert appraising, consulting, advising, maintenance, managerial, secretarial and professional advice and services required by the Corporation.
- f) All sums of money assessed by the Corporation for the reserve fund to be paid by every owner as part of their contribution towards common expenses, for the major repair and replacement of common elements and assets of the Corporation in accordance with the Act and this Declaration.
- g) All sums of money paid by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation, save such costs or expenses as this Declaration imposes on any owner.
- h) The cost of borrowing money to carry out the duties of the Corporation and the repayment thereof including principal and interest, and the repayment of debts incurred for the objects of the Corporation.
- i) All sums of money paid or payable by the Corporation for the acquisition or retention of real property for the use and enjoyment of the Lands or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements.
- j) All sums of money paid or payable by the Corporation for the utilization of any easement, lease or right required, necessary or desirable for the maintenance of access and supply of service to the Lands.

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- k) The cost of maintaining security as determined by the Board in its discretion, including any security staff and the cost of repairing, maintaining, replacing and leasing of security equipment.
- l) All expenses incurred by the Corporation or by its Board in enforcing any of the by-laws or rules of the Corporation from time to time, and in effecting compliance therewith by all the owners and their respective family members, tenants, residents or invitees, unless these expenses are able to be charged or levied against the individual owners, as contemplated by this Declaration.
- m) The cost of maintenance, repair, operation, replacement, furnishing, fixturing and equipping the common elements.
- n) All sums of money paid or payable by the Corporation pursuant to the provisions of Section 97 of the Act, as amended.
- o) The cost of insurance appraisals.
- p) Common expenses and other charges payable by the Corporation in respect of any Unit owned by it.
- q) The cost of any reserve fund studies.
- r) The fees and disbursements of the Insurance Trustee.
- s) All sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager.
- t) After one year has elapsed from the date of registration of this Declaration, all sums of money paid or payable by the Corporation in respect of the Guest Suite Units Mortgage.



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SCHEDULE "F"

EXCLUSIVE USE OF COMMON ELEMENTS

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

- a) the owner(s) of each Residential Units 3, 5, 6, 9, 10, 11 and 12 on Level 2, Units 3 and 5 to 11 inclusive on Levels 3 and 4, Units 3, 4, 5 and 6 on Level 5, all Units on Levels 6 to 20 inclusive, Units 1, 3, 5 and 7 on Level 21, Units 1, 2, 3, 5, 6 and 7 on Levels 22 to 27 inclusive, Units 1, 3, 5 and 7 on Level 28, Units 1, 3, 5 and 7 on Levels 29 and 30 and Units 1 to 3 inclusive on Level 31 shall each have the exclusive use of a balcony or balconies to which the said Units provide direct and sole access.
- b) the owner(s) of each Residential Units 1, 2, 3, 6, 7 and 8 on Level 5, Units 2, 3, 5 and 6 on Level 21, Units 2, 3, 4, 5 and 6 on Level 28, Units 2, 4, 5 and 6 on Levels 29 and 30 and Units 1 to 3 inclusive on Level 31, shall have the exclusive use of a terrace or terraces to which said Units provide direct and sole access.

January 8, 2004

Ref: 190: 1252-5.SCF

44

SCHEDULE "G"

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

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

I certify that:

[Strike out whichever is not applicable:]

Each building on the property

OR

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

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

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

(Check whichever boxes are applicable)

1. ☒ The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. ☒ Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. ☒ Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. ☒ All underground garages have walls and floor assemblies in place.
OR
☐ ~~There are no underground garages.~~
5. ☒ All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.
OR
☐ ~~There are no elevating devices as defined in the *Elevating Devices Act* except for elevating devices contained wholly in a unit and designed for use only within the unit.~~
6. ☐ ~~All installations with respect to the provision of water and sewage services are in place.~~
7. ☐ ~~All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.~~
8. ☐ ~~All installations with respect to the provision of air conditioning are in place.~~
OR
☐ ~~There are no installations with respect to the provision of air conditioning.~~
9. ☐ ~~All installations with respect to the provision of electricity are in place.~~
10. ☒ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.
OR
☐ ~~There are no indoor or outdoor swimming pools.~~
11. ☒ Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this 27th day of January, 2004.

Name: [Signature]
Title: Architect or Engineer

21 Hillcrest

SCHEDULE G

CERTIFICATE OF ARCHITECT OR ENGINEER
(Schedule G to Declaration for a STANDARD Condominium Corporation)
(under clause 8(1)(e) or (h) of the *Condominium Act*, 1998)

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I certify that:

[Strike out whichever is not applicable:
Each building on the property

OR

(In the case of an amendment to the declaration creating a phase:
Each building on the land included in the phase)]

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

(Check whichever boxes are applicable)

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

OR

- ☐ There are no underground garages.
5. ☐ All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

- ☐ There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. ☒ All installations with respect to the provision of water and sewage services are in place.
7. ☒ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. ☒ All installations with respect to the provision of air conditioning are in place.

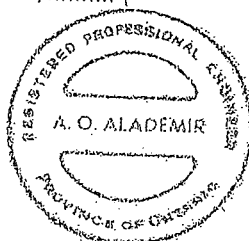
OR

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

OR

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

Dated this ²⁰ day of JAN., 2004



(signature)

O. ALADEMIR P. ENG.

(print name)

(Strike out whichever is not applicable:~~Architect~~

Professional Engineer)

