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DECLARATION

CONDOMINIUM ACT, 1998

TORONTO STANDARD CONDOMINIUM PLAN NO.	1737
NEW PROPERTY IDENTIFIERS BLOCK	12737
RECENTLY :	Part of Pin 06165-0392
DECLARANT :	MONDEO DEVELOPMENTS INC.

SOLICITOR :	Harry Herskowitz		
	DELZOTTO, ZORZI		
Phone :	416-665-5555	Fax :	

No. OF UNITS	897
FEES :	$70.00 + $5.00 x 897 = $4,555.00

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

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

MONDEO DEVELOPMENTS INC.
a corporation incorporated under the laws
of the Province of Ontario
(hereinafter called the "**Declarant**")

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

AND WHEREAS the Declarant has constructed a building upon the Real Property comprising **329 dwelling units** (together with a designated superintendent suite comprising part of the common elements), **302 parking units, 263 locker units, 1 service room unit, 1 recreation centre unit** and **1 communication control unit;**

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

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART I - INTRODUCTION

Section 1 - Definitions

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

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

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

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

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

e) the "**Common Roadway**" shall mean the common interior roadway (including the ramp leading to the underground parking garage), and adjoining pedestrian walkways, landscaped areas and boulevards, intended to be shared by the Two Condominiums (as hereinafter defined), situate within that portion of the Phase I Lands (as hereinafter defined) more particularly designated as **Part 12 on Reference Plan 66R-20618**, and **Part 8 on Reference Plan 66R-21913**, registered in the Land Titles Division of the Toronto Registry Office (No. 66), together with the roadway situate within that portion of the Phase II Lands more particularly designated as **Part 1 on Reference Plan 66R-21913**, and with the Common Roadway providing pedestrian and vehicular access to, and egress from, the Phase 1 Lands (as hereinafter defined) and the Phase 11 Lands respectively;

f) the "**Common Walkways & Landscaped Areas**" shall mean the common interior walkway system and landscaped areas intended to be shared by the Two Condominiums (as hereinafter defined), situate within that portion of the Phase I Lands (as hereinafter defined) more particularly designated as **Parts 4, 5 and 6 on Reference Plan 66R-20618**, registered in the Land Titles Division of the Toronto Registry Office (No. 66), **saving and excepting therefrom** that portion of Part 4 on Reference Plan 66R-20618 now designated as **Parts 8 and 9 on Reference Plan 66R-21913**, registered in the Land Titles Division of the Toronto Registry Office (No. 66);

g) the "**communication control unit**" shall mean unit 1 on level 17 situate on the rooftop of the highrise apartment tower contained within this Condominium, intended to be used for the purposes of broadcasting and receiving radio, television, telephone and/or satellite transmissions and signals, as more particularly set out in section 33 of this declaration;

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

i) the "**dwelling units**" shall mean units 1 to 14 inclusive on level 1, and units 1 to 21 inclusive on levels 2 to 16 both inclusive, and intended to be used solely for the purposes set out in section 29 of this declaration;

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

k) the "**guest suites**" shall mean the single room suite located within the Phase I Recreation Centre Unit (as hereinafter defined) and the two single room suites located within the Phase II Recreation Centre Unit (as hereinafter defined), with each guest suite having a three piece washroom and a closet, a bar fridge and microwave oven but no other cooking facilities, and intended to be used solely for the purposes set out in section 24(b) of this declaration;

l) the "**locker units**" shall mean units 151 to 273 inclusive on level A, and units 153 to 292 inclusive on level B, and intended to be used solely for the purposes set out in section 31 of this declaration;

m) the "**management office**" shall mean the management office and boardroom located on level 1 within the Phase I Recreation Centre Unit (as hereinafter defined), together with all equipment, facilities and furnishings contained therein, and intended to be used solely for the purposes set out in section 24(g) of this declaration;

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

o) the "**parking units**" shall mean units 1 to 150 inclusive on level A, and units 1 to 152 inclusive on level B, and intended to be used solely for the purposes set out in section 30 of this declaration;

p) the "**party room**" shall mean the room situate within the Phase I Recreation Centre Unit (as hereinafter defined), containing a bar, a kitchenette and a lounge/seating area, together with all of the equipment, facilities and furnishings respectively contained therein from time to time, and intended to be used solely in the manner or for the purposes set out in section 24(c) of this declaration;

q) the "**Phase I Condominium**" shall mean Toronto Standard Condominium Corporation No. 1566, comprising 323 dwelling units, 415 parking units, 112 locker units, 1 recreation centre unit, 3 service room units and 1 communication control unit, and which condominium was developed and registered upon those lands and premises situate to the east of the Real Property, on the lands comprising that part of Block 114 on Plan 66M-2330, more particularly designated as Parts 3 and 13 on Reference Plan 66R-20618, registered in the Land Titles Division of the Toronto Registry Office (No. 66), and municipally located at 8 Mondeo Drive, Toronto (which lands are hereinafter referred to as the "**Phase I Lands**);

r) the "**Phase I Recreation Centre Unit**" shall mean the indoor recreation centre designated as unit 9 on level 1 in the Phase I Condominium, and containing an indoor swimming pool and whirlpool, a party room (including a lounge and bar), a fitness centre, a men's change room and sauna, a women's change room and sauna, a cards room, a property management office (including reception area), a virtual golf centre, a theatre, a mail room, a lobby area and a guest suite, together with all of the equipment, facilities and furnishings respectively contained therein from time to time, and which are (or may at any time hereafter be) used in connection with the operation, enjoyment and/or maintenance thereof, and which unit and accompanying facilities are intended to be shared by the Two Condominiums (as hereinafter defined);

s) the "**Phase II Escrow Date**" shall mean the date of the first escrow closing or interim occupancy closing taking place in this Condominium, between the Declarant and any purchaser of a dwelling unit in this Condominium;

t) the "**Phase II Recreation Centre Unit**" shall mean the indoor recreation centre designated as unit 15 on level 1 in this Condominium, and containing a billiards room, a gymnasium (containing a one-on-one basketball court), a boardroom, and two single bedroom guest suites, together with all of the equipment, facilities and furnishings respectively contained therein from time to time, and which are (or may at any time hereafter be) used in connection with the operation, enjoyment and/or maintenance thereof, and which unit and accompanying facilities are intended to be shared by the Two Condominiums (as hereinafter defined);

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

v) the "**Proportionate Share**" or the "**Proportionate Interest**" of each of the Two Condominiums (as hereinafter defined), with respect to both the ownership of the Shared Units (as hereinafter defined) and with respect to the allocation or apportionment of the Shared Facilities Costs (as hereinafter defined), shall mean that percentage or proportion attributable to each of the Two Condominiums, derived by dividing each condominium's respective number of registered dwelling units, by the total number of registered dwelling units in both of the Two Condominiums <u>collectively</u> (and with the respective interest or share of each of the Two Condominiums, as so determined, being sometimes hereinafter individually referred to as its "**Proportionate Interest**" or its "**Proportionate Share**", and with the respective interests or shares of both of the Two Condominiums being hereinafter collectively referred to as their "**Proportionate Interests**" or their "**Proportionate Shares**");

w) the **"Reciprocal Agreement"** shall mean the mutual easement and cost-sharing agreement entered into by the Phase I Condominium and the Declarant (with the Declarant having entered into same in its capacity as the registered owner of the Phase II Lands, for and on behalf of the Phase II Condominium), and registered in the Land Titles Division of the Toronto Registry Office (No. 66) on December 23rd, 2003 as **Instrument No. AT-371853**, as subsequently amended by **Instrument No. AT-1003066**, registered on December 7th, 2005, and which agreement provides, amongst other things, for the mutual use, maintenance and cost-sharing of the Shared Facilities (as hereinafter defined). For the purposes of this declaration, the term **"Reciprocal Agreement"** shall be deemed to include, in its definition, any supplementary agreement or counterpart agreement that is hereafter entered into by this Condominium (shortly after its registration under the Act) with the Declarant, and without the Phase I Condominium as a party or signatory thereto, and which agreement shall evidence and confirm, amongst other things, the formal assumption by this Condominium of the Declarant's obligations under the Reciprocal Agreement so entered into with the Phase I Condominium, insofar as same effects or relates to this Condominium and/or the Phase II Lands or any portion thereof [including without limitation, the obligation to pay this Condominium's Proportionate Share of the Shared Facilities Costs (as hereinafter defined)], and the corresponding release of the Declarant from any further obligations or liabilities thereunder, and which agreement shall be enforceable by the Phase I Condominium directly against this Condominium even though the Phase I Condominium is not a party or signatory thereto;

x) the **"Recreation Centre Units"** shall mean the Phase I Recreation Centre Unit and the Phase II Recreation Centre Unit, collectively;

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

z) the **"Service Room Units"** shall mean the generator room, the fountain equipment room and the electrical room designated as units 205, 206 and 207 respectively on level A of the Phase I Condominium, and the mechanical/electrical room designated as unit 274 on level A of this Condominium;

aa) the **"Shared Easement Areas"** shall mean the Common Roadway, the Common Walkways & Landscaped Areas, the Underground Garage Drivelanes & Walkways (as hereinafter defined) and the Shared Visitor Parking Areas (as hereinafter defined), collectively;

bb) the **"Shared Facilities"** shall mean the Shared Easement Areas, the Shared Units (as hereinafter defined), the Shared Servicing Systems (as hereinafter defined), the Underground Garage (as hereinafter defined), and all retaining walls and exterior boundary/border fences erected along any portion of the perimeter of either of the Two Condominiums (as hereinafter defined), collectively, all of which are intended to be shared by the Two Condominiums;

cc) the **"Shared Facilities Budget"** shall mean the budget prepared not less than once annually following the registration of the Phase I Condominium, which outlines the projected Shared Facilities Costs (as hereinafter defined) for the 12 month period immediately following the preparation and submission of same [with said budget being initially submitted to the Phase I Condominium and the Declarant, and following the registration of this Condominium with said budget being submitted to each of the Two Condominiums (as hereinafter defined)], prepared in accordance with the terms and provisions of the Reciprocal Agreement;

dd) the **"Shared Facilities Committee"** shall mean the committee composed of four members, two of which shall be members of the respective boards of directors of each of the Two Condominiums (as hereinafter defined), and which committee shall be formed or established from and after the Transfer Date (as hereinafter defined), for the purposes of assisting in the preparation of the Shared Facilities Budgets from time to time, and administering, governing, managing, controlling and/or operating the Shared Facilities on behalf of each of the Two Condominiums, and correspondingly reporting to (and making recommendations to) each of the Two Condominiums from time to time in connection with any joint by-laws or rules respecting the Shared Facilities, enacted in accordance with the provisions of section 59 of the Act;

ee) the **"Shared Facilities Costs"** shall mean the aggregate of all costs and expenses incurred in connection with the operation, administration, maintenance and/or repair of the Shared Facilities (or any portion thereof), all as set out in the Shared Facilities Budget(s) from time-to-time, and shared [initially between the Phase I Condominium and the Declarant, and ultimately between the Two Condominiums (as hereinafter defined)] pursuant to the provisions of this declaration and the Reciprocal Agreement, including without limitation, the costs and expenses incurred in connection with the following, namely:

i) the operation, illumination, maintenance and/or repair of the Underground Garage (as hereinafter defined) and the Shared Easement Areas respectively (together with all appurtenant planting, landscaping, irrigation, lighting, mechanical and/or roadway services, such as drains, pipes, cables, etc. located within or beneath the boundaries of same, and exclusively serving and benefitting same), as well as the cost of snow removal and landscape maintenance with respect to the Common Roadway and the Common Walkways & Landscaped Areas, together with the cost of procuring all requisite fire, property damage and public liability insurance coverage for each of the Two Condominiums with respect to damage and/or injury occasioned to persons and/or property upon or within the Shared Underground Garage (as hereinafter defined) and/or the Shared Easement Areas (or any portion thereof);

ii) the operation, illumination, maintenance and/or repair of the Shared Units (as hereinafter defined), including without limitation, the cost of providing and maintaining utility services, equipment, staff and/or recreational programs for the Recreation Centre Units, as well as the cost of staffing and equipping the Two Condominiums with security personnel on a 24 hour basis, together with the cost of procuring all requisite fire, property damage and public liability insurance coverage for each of the Two Condominiums with respect to damage and/or injury occasioned to persons and/or property upon or within any portion of the Shared Units, together with the amount of all realty taxes and common expenses assessed against any of the Shared Units or otherwise attributable thereto (or to any portion thereof); and

iii) the operation, maintenance and/or repair of the Shared Servicing Systems (as hereinafter defined), including without limitation, the cost of maintaining and repairing all lighting and ventilation systems, and all electronic, computer,

electrical, utility and/or mechanical equipment, fixtures and/or systems (and all appurtenances thereto) comprising part of the Shared Servicing Systems or ancillary thereto;

ff) the "**Shared Servicing Systems**" shall mean all servicing pipes, wires, cables, conduits and/or systems serving (or providing any service to) the Two Condominiums (as hereinafter defined) together, and/or to the Shared Units (as hereinafter defined) or to any portion thereof, and/or to any portion of the Shared Facilities, including without limitation, all pertinent portions of the hydro electric, water, storm and sanitary sewer systems, gas systems, emergency systems, electrical systems, mechanical systems, plumbing systems, heating and cooling systems, computer controlled access systems, security/fire alarm systems, telephone and cable television systems, and fire protection systems (as well as pertinent portions of various ancillary computer software and/or mechanical, electronic and/or electrical fixtures and equipment appurtenant thereto), which provide power, drainage, emergency service, electrical, mechanical, plumbing, heating/cooling, telephone and/or cable television service to the Two Condominiums together, and/or to the Shared Units or to any portion thereof, but expressly excluding all pipes, wires, cables, conduits and/or systems serving or benefitting only one of the Two Condominiums exclusively (save and except for any portion of the Shared Units), and the term "**Shared Servicing System**" shall mean that particular servicing system or portion of the Shared Servicing Systems as dictated by the context in which said term is used;

gg) the "**Shared Units**" shall mean the Phase I Recreation Centre Unit, the Phase II Recreation Centre Unit and the Service Room Units, collectively;

hh) the "**Shared Visitor Parking Areas**" shall mean the designated outdoor visitor parking spaces situate adjacent to the Common Roadway and intended to be used by the visitors to either of the Two Condominiums (as hereinafter defined), and by the Declarant's construction/sales staff and designated representatives or invitees, and being specifically located upon or within that part of the common elements on level 1 of the Phase I Condominium more particularly designated as **Parts 7, 8, 9, 10 and 11 on Reference Plan 66R-20618**, and **Part 9 on Reference Plan 66R-21913**, registered in the Land Titles Division of the Toronto Registry Office (No. 66), together with the designated outdoor visitor parking spaces located upon or within that portion of the Phase II Lands more particularly designated as **Parts 2, 3, 4, 5, 6 and 7 on Reference Plan 66R-21913**;

ii) the "**superintendent's suite**" shall mean the suite containing one bedroom and a den, and comprising part of the common elements on level 1 of this Condominium, to be used and occupied solely and exclusively as the personal residence of the building superintendent retained by and on behalf of this Condominium, which superintendent will have the benefit of using a common element parking space in this Condominium to be designated by the Corporation;

jj) the "**Total Site**" shall mean the Phase I Lands and the Phase II Lands, collectively;

kk) the "**Transfer Date**" shall mean the earliest of the following three dates:

(i) not more than sixty (60) days following the date that all the dwelling units in the Two Condominiums, as hereinafter defined (or such lesser number as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion) have been sold, conveyed and transferred to each of the respective unit purchasers thereof;

(ii) ten (10) years following the date of registration of the Phase I Condominium (namely by January 12th, 2014); and

(iii) such earlier date as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion;

ll) the "**Two Condominiums**" shall mean the Phase I Condominium and the Phase II Condominium, collectively;

mm) the "**Underground Garage**" shall mean the entire underground parking garage structure comprising part of the common elements of the Phase I Condominium or this Condominium, and intended to be shared by the Two Condominiums, including without limitation, all driveway ramps, roof slabs, drivelanes and walkways located within said structure, but expressly excluding all parking, and locker units situate within the underground garage, and any structural components, features or members that are situate directly beneath the building tower envelope of either of the Two Condominiums, and also excluding any stairwells and/or service rooms (whether ultimately unitized or not) which are intended to service or benefit any one of the Two Condominiums exclusively;

nn) the "**Underground Garage Drivelanes & Walkways**" shall mean the drivelanes or roadway areas and walkways situate within the Underground Garage providing vehicular and pedestrian access and egress through same, for use by the Declarant's construction/sales staff and designated representatives and invitees, and by each of the Two Condominiums, and the respective unit owners within each of the Two Condominiums and/or their respective residents, tenants and invitees, and located within those portions of the Phase I Lands more particularly designated as **Part 13 on Reference Plan 66R-20618** registered in the Land Titles Division of the Toronto Registry Office (No. 66); and

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

Section 2 - Statement Confirming the Act Governs the Lands

The lands described in **Schedule "A"** annexed hereto, and in the description filed concurrently herewith, together with all interests appurtenant thereto, shall be governed by the Act.

Section 3 - Statement Confirming the Type of Condominium Created

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

Section 4 - Consent of Outstanding Mortgagees

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

Section 5 - Boundaries of Units and Monuments

The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of the units, as set forth in **Schedule "C"** annexed hereto. Notwithstanding the boundaries of any unit set out in Schedule "C" annexed hereto, and notwithstanding anything else provided in this declaration to the contrary, it is expressly stipulated and declared that:

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

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

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

   iii) any branch piping extending to the common pipe risers, but excluding only the common pipe risers;

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

   i) all concrete, concrete block or masonry portions of load bearing walls or columns located within any of the dwelling units;

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

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

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

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

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

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

e) **the communication control unit** shall include all wires, cables and cable conduits emanating from the communication control unit, and extending beyond the boundaries of such communication control unit to each of the electrical rooms situate throughout the Condominium and ultimately leading to each of the dwelling units on each level of the Condominium (including the branch conduits extending to the conduit risers, and including the riser conduits and all junction or pull boxes), together with all wires, cables, cable television termination closets, cable receptacles, ports, jacks, electrical grounding apparatus and all other mechanical or similar apparatus and equipment leading or emanating from (or otherwise connected to) the communication control unit which may now or hereafter be used in connection with the supply of cable television, telephone, data, internet, radio, wireless and/or any other telecommunication services heretofore or hereafter provided to any dwelling unit(s), and/or to any part of the common elements, regardless of whether any or all of such wires, cables, closets, receptacles, ports, jacks, apparatus and/or equipment are situate within or beyond the boundaries of the communication control unit itself, and shall also include all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus that supply any service and/or utility (or which facilitates the supply of any service and/or utility) exclusively to the communication control unit [including without limitation, the electrical grounding of the CCU Equipment (as such term is hereinafter defined)], regardless of whether such pipes, wires, cables, conduits, ducts and apparatus are situate within or beyond the boundaries of the communication control unit outlined in Schedule "C" annexed hereto;

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

g) **the Phase II Recreation Centre Unit** shall include all concrete, concrete block or masonry portions of load bearing walls or columns located within the unit boundaries of the said recreation centre unit outlined in Schedule "C" annexed hereto, together with all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service thereto, regardless of whether same are situate within or beyond the boundaries of said unit;

h) **the Phase II Recreation Centre Unit** shall exclude all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any other unit and/or to the common elements, or that may lie within the boundaries of the said recreation centre unit outlined in Schedule "C" annexed hereto but which do not service such unit;

i) **the service room unit** (designated as unit 274 on level A of this Condominium) shall include all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service to that particular unit only, and that lie within or beyond the unit boundaries thereof as more particularly set out in Schedule "C" annexed hereto, and **shall specifically include:**

   i) all the mechanical, electrical, heating, cooling, lighting, plumbing, ventilation, security and/or servicing fixtures, equipment, facilities and/or systems servicing such unit, and all appurtenances thereto, regardless of whether same is/are installed or located within or beyond the boundaries of such unit; and

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

j) **the service room unit** (designated as unit 274 on level A of this Condominium) shall exclude:

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

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

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

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

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

Section 6 - Common Interest and Common Expense Allocation

Each owner shall have an undivided interest in the common elements as a tenant-in-common with all other owners, and shall correspondingly be obliged to contribute to the common expenses, in the proportions set forth opposite each unit number in **Schedule "D"**

annexed hereto. The total of the proportions of the common interests and of the common expenses shall each be one hundred (100%) percent.

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

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

4800 Dufferin Street
North York, Ontario, M3H 5S9

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

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

18 Mondeo Drive
Toronto, Ontario, M1P 5C8

Section 8 - Exclusive Use Common Elements

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

Section 9 - Conditions of the Approval Authority

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

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

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

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

Section 11 - Composition of First Board of Directors

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

PART 2 - SPECIFICATION OF COMMON EXPENSES

Section 12 - Meaning of Common Expenses

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

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

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

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

Section 13 - Payment of Common Expenses

Each owner shall pay to the Corporation his or her proportionate share of the common expenses, and the assessment and collection of the contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision in this declaration or in any by-laws or rules of the Corporation in force from time to time (or a breach of any provision in any agreement(s) binding on the Corporation that is expressly authorized or ratified by any by-law) committed by any unit owner (and/or by members of his or her family, or by anyone residing in the owner's unit with the permission or knowledge of the owner, and/or their respective tenants, invitees or licensees), including without limitation, the cost of any increase in the Corporation's insurance premiums (and any deductible amount) as contemplated in section 16(a) below caused by any unit owner (or by those for whose acts such owner is responsible, at law or in equity) shall be borne and paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

Section 14 - Reserve Fund

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

b) Without limiting the generality of the foregoing, it is hereby declared and stipulated that this Condominium, in conjunction with the Phase I Condominium, shall jointly establish and maintain a separate reserve fund for the major repair and replacement of the Shared Facilities exclusively.

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

Section 15 - Status Certificate

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

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

Section 16 - General Use of Common Element Areas

a) Save as otherwise provided in this declaration to the contrary, each owner may make reasonable use of (and has the right to enjoy) the whole or any part of the common elements, including those exclusive use common element areas allocated or appurtenant to his or her unit in **Schedule "F"** annexed hereto, subject to any applicable conditions or restrictions set out in the Act, this declaration, the by-laws and rules of the Corporation, and any agreement(s) binding on the Corporation and expressly authorized or ratified by any by-law (including without limitation, the Reciprocal Agreement). However, save and except as expressly provided or contemplated in this declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on, within any unit or upon any portion of the common elements that:

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

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

iii) will unreasonably interfere with the use and enjoyment by the other owners of the common elements and/or their respective units (including any portion of the Shared Facilities); or

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

In the event that the use of the common elements or any portion thereof by any owner (or by the occupants of any dwelling unit residing therein with the consent or knowledge of the owner of said unit, or by anyone else for whose acts or omissions said unit owner is responsible or liable, either at law or in equity) contravenes any of the foregoing provisions, then such owner shall indemnify and save the Corporation harmless from and against any and all costs, damages, expenses and/or liabilities that the Corporation may suffer or incur as a result of said contravention, and/or as a result of the cancellation of any such insurance policy of the Corporation arising therefrom (including without limitation, any costs incurred to redress, rectify and/or relieve said contravention), and such owner shall also be personally liable to pay and/or fully reimburse the Corporation for any increased insurance premiums (as well as the entire deductible amount with respect to any insurance policy or policies of the Corporation) paid or payable by the Corporation as a result thereof, and all such costs and expenses may be recovered by the Corporation against such owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation against such owner's unit, similar to the case of common expense arrears). However, none of the foregoing provisions shall be construed so as to prohibit or restrict (nor shall same be applied in any manner which prohibits or restricts) the transient residential accommodation arrangements made (or to be made from time to time) by or on behalf of the Declarant and/or any other dwelling unit owner(s), and the aforementioned indemnity and reimbursement provisions with respect to any increased insurance premiums and/or deductible amount(s) regarding the Corporation's insurance shall not apply with respect to the transient residential accommodation arrangements made (or to be made from time to time) by or on behalf of the Declarant and/or any other dwelling unit owner(s).

b) No one shall, by any conduct or activity undertaken in or upon any part of the common elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to (or by virtue of) this declaration, any by-law and/or any agreement(s) binding on the Corporation that is expressly authorized or ratified by any by-law, including without limitation, the Reciprocal Agreement.

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

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

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

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

b) the Declarant and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale purposes, as well as model suites and one or more offices for marketing, sales, construction and/or customer-service purposes, upon any portion of the common elements, and within or outside any unsold units, at such locations and having such dimensions as the Declarant may determine in its sole, unfettered and unchallenged discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or any one else acting on behalf of the Corporation) prevent or interfere

with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/construction/customer-service office(s) and said model suites; and

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

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

Section 18 - Use of the Visitor Parking Spaces

Save as hereinafter otherwise provided to the contrary, each of the visitor parking spaces (comprising part of the common elements situate on level 1 of this Condominium) shall be used only by the respective visitors and guests of the owners, residents and tenants of the dwelling units in either of the Two Condominiums, and by the Declarant and its employees, agents, representatives, contractors and invitees, for the purposes of parking thereon (on a temporary basis only) only one motor vehicle per space, and each such space shall be individually so designated by means of clearly visible signs. Notwithstanding the foregoing to the contrary, it is hereby declared and stipulated that the Declarant and its marketing/sales staff, and their respective authorized personnel or agents, and any prospective unit purchasers (within either of the Two Condominiums) shall together have the right to use a block of ten (10) visitor parking spaces (such block to be designated by the Declarant in its sole, unfettered and unchallenged discretion), which right shall cease forthwith upon the sale of all dwelling units owned by the Declarant in each of the Two Condominiums. None of the visitor parking spaces shall be assigned, leased or sold to any unit owner(s) or to any other party or parties, nor otherwise conveyed or encumbered, nor shall any of the visitor parking spaces ever be used by any unit owner(s), nor be made, converted to or considered part of the exclusive use portions of the common elements. Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the board of directors or the Shared Facilities Committee, the term "motor vehicle", when used in the context of visitor parking, shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan or truck, and shall exclude any type of commercial vehicle, truck, trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the board of this Condominium or the Shared Facilities Committee may wish to exclude from the property from time to time), but shall nevertheless specifically include any construction and/or loading vehicles used by the Declarant and/or any of its employees, agents, representatives or contractors in the course of constructing and completing the Two Condominiums, as well as any service vehicles utilized in connection with the maintenance and/or repair of the units and/or common elements within either of the Two Condominiums. The use and operation of the visitor parking spaces situate within the confines of this Condominium shall be monitored and controlled by the security concierge or security personnel retained by or on behalf of the Two Condominiums.

Section 19 - Restricted Access or Use of Common Elements

a) Restricted Access to Common Element Areas

Save as otherwise specifically provided in this declaration to the contrary, it is hereby declared and stipulated that without the prior written consent of the board, no one other than the Declarant (and the authorized agents or representatives of the Declarant or the Corporation) shall have any right of access to any part of the common elements designated or used from time to time as a utilities area, service room, equipment room, building maintenance or storage area, garbage storage or recycling area, building manager's office, the Declarant's marketing, sales, construction and/or customer-service office(s), any area used for operating or storing the machinery of the Corporation, or any other parts of the common elements used for the care, maintenance or repair of the Condominium's property generally or the Shared Facilities (or any portion thereof), without the prior written consent of the board. Save for the Declarant and the owner of the communication control unit and its authorized agents, tenants and/or representatives from time to time, no one shall be entitled to place or affix any matter or thing directly on top of any rooftop structure which encloses or houses any mechanical or electrical equipment, any heating or cooling equipment, as well as any elevator shaft, stairwell, catwalk, cooling tower, boiler room and/or fresh air ducts. The foregoing restrictions on access shall not apply to any

mortgagee holding first mortgages on at least twenty-five (25%) percent of the dwelling units in this Condominium, nor to any designated representative(s) of the Shared Facilities Committee, if such mortgagee and/or representative(s) is/are exercising a right of access for purposes of inspection, upon giving 48 hours prior written notice thereof to the Corporation or its property manager.

b) **Restricted Use of Common Elements**

In light of the fact that the parking units and/or locker units within this Condominium may, subject to the overriding provision of section 27 hereof, be owned, leased and/or otherwise occupied by the owners and tenants of the dwelling units within the Phase I Condominium, and *vice-versa*, it is hereby declared and stipulated that to the extent permitted by law, any owner of a parking unit or locker unit in this Condominium (or any tenant, licensee or permitted occupant thereof) who is not also coincidentally an owner, tenant, licensee or permitted occupant of a dwelling unit in this Condominium, shall only have the right to use and enjoy those portions of the common elements of this Condominium (namely those walkways, roadways, ramps, drivelanes, hallways, corridors and/or stairwells) as are necessary to allow access to and egress from such parking unit and/or locker unit (as the case may be), and shall correspondingly not use or enjoy any of the common elements situate above level 1 of this Condominium.

Section 20 - Modification of Common Elements, Assets and/or Services

a) **General Prohibition**

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

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

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

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

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

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

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

e) **As-Built Drawings**

A copy of the complete set of "**as-built**" architectural and structural plans and specifications for the building(s) comprising the Condominium and situate on the Real Property, including copies of all plans and specifications with respect to any addition(s), alteration(s), improvement(s) or renovation(s) made from time to time to the common elements or any portion thereof [or to any unit(s)] which required the prior written approval of the board, shall be maintained in the office of the Corporation or of its

property manager at all times, or at such other place as the board shall from time to time determine by resolution, for the use of the Corporation in rebuilding or repairing any damage to the building(s), units and common elements (or any portion thereof), and for the use of any owner or mortgagee of a unit in rebuilding or repairing any damage to any unit and/or exclusive use common element area appurtenant thereto.

PART 4 - THE SHARED FACILITIES

Section 21 - Co-Ownership of the Shared Units

a) Ownership of the Shared Units shall ultimately be shared by each of the Two Condominiums as tenants-in-common, on a pro-rata basis, in accordance with their respective Proportionate Interests. Since the Phase I Condominium comprises 323 registered dwelling units, and the Phase II Condominium comprises 329 registered dwelling units, the **Phase I Condominium's** proportionate ownership share of (or tenancy-in-common interest in) the Shared Units amounts to **49.54%**, while the **Phase II Condominium's** proportionate ownership share of (or tenancy-in-common interest in) the Shared Units amounts to **50.46%**, and upon the registration of this declaration, the foregoing percentages or proportionate shares attributable to each of the Two Condominiums shall not be subject to any further change or adjustment whatsoever.

b) The actual transfer of ownership of the Shared Units by the Declarant to each of the Two Condominiums (as tenants-in-common, in accordance with the foregoing proportionate interests or shares), shall occur no later than 60 days after the Transfer Date.

c) Once ownership of the Shared Units has been transferred by the Declarant to each of the Two Condominiums as hereinbefore provided or contemplated, any further sale, transfer, mortgage, charge or other conveyance or encumbrance affecting the registered and/or beneficial ownership of the Shared Units (or any portion thereof) shall require (in addition to any other approvals that must be procured pursuant to the provisions of the Act, the Reciprocal Agreement and/or the respective declarations of each of the Two Condominiums) the prior written consent of all co-owners/co-tenants of the Shared Units, together with the prior approval of two-thirds of the unit owners in the condominium corporation purporting to so sell, transfer, mortgage, charge or encumber its respective ownership interest therein (with such unit owner approval being procured from owners who are present, in person or by proxy, at a meeting duly called for such purpose).

d) Any instrument or other document purporting to sell, transfer, convey, mortgage, charge or encumber the ownership interest of either of the Two Condominiums in the Shared Units (or any portion thereof), in contravention of the foregoing provisions, shall be null and void, and of no force or effect whatsoever.

Section 22 - Operation of (and Budgeting for) The Shared Facilities

a) Until the Transfer Date, and continuing thereafter until such time as the Shared Facilities Committee has been established in accordance with the provisions hereinafter set forth, the manner in which the Shared Facilities are utilized, operated, staffed, maintained and/or repaired (including the budgeting of the Shared Facilities Costs) shall, subject to the terms and provisions of the Reciprocal Agreement, be governed and controlled solely by the Declarant. Without limiting the generality of the foregoing, the Declarant shall have the unilateral right, in its sole, unfettered and unchallenged discretion, to establish (and impose restrictions or limitations on) the hours of use, as well as designated or restricted areas of use, with respect to any of the Shared Facilities (or any portion thereof), in order to best co-ordinate the operation and use of same with its marketing, sales, customer service and/or construction operations or programs implemented in connection with either or both of the Two Condominiums.

b) Until the Transfer Date and the establishment of the Shared Facilities Committee in accordance with the provisions hereinafter set forth, the Declarant shall prepare and submit the Shared Facilities Budget (outlining the Shared Facilities Costs estimated to be incurred for the ensuing year) to each of the Two Condominiums, not less than once annually, and said budget(s) shall be incorporated as part of, and/or integrated with, the overall annual budget(s) of each of the Two Condominiums. This Condominium shall adopt, and be bound by, the Shared Facilities Budget(s), and by the decision of the Declarant on (and determination of) the Shared Facilities Costs, as well as the Declarant's arrangements with respect to all maintenance and/or repair work pertaining to the Shared Facilities (and with respect to all services, operations and other matters involving the Shared Facilities), all without any qualification or amendment thereto whatsoever, and this Condominium shall pay, and be solely responsible for, its Proportionate Share of the Shared Facilities Costs, all as more particularly outlined in the Shared Facilities Budget(s) submitted from time to time.

c) Once the Shared Facilities Committee has been established or created following the Transfer Date, then at all times thereafter, the manner in which the Shared Facilities are utilized, operated, staffed, maintained and/or repaired, as well as the preparation

and submission of the Shared Facilities Budget(s), shall, subject to the terms and provisions of the Reciprocal Agreement, be governed and controlled solely by the Shared Facilities Committee on behalf of the Two Condominiums.

d) Both before and after the Transfer Date, each of the Shared Facilities Budgets prepared from time to time shall include or reflect a reserve fund that is being maintained on behalf of the Two Condominiums jointly, for the major repair and replacement of the Shared Facilities (or any portion thereof) exclusively.

Section 23 - General Use of the Shared Facilities

a) Subject to the overriding provisions of the Act, the use of the Shared Facilities by the Declarant, and by the unit owners within each of the Two Condominiums (and their respective residents, tenants and invitees), shall at all times be subject to (and be governed and regulated by) the provisions of the respective declarations of the Two Condominiums and the Reciprocal Agreement (hereinafter collectively referred to as the "**Governing Documents**"), and in the event of any conflict or inconsistency between the provisions of either or both of said declarations and the Reciprocal Agreement (insofar as the operation and use of the Shared Facilities, and the budgeting and payment of the Shared Facilities Costs, are concerned), then the provisions of the Reciprocal Agreement shall prevail and supersede in such circumstances.

b) Notwithstanding that the transfer of ownership of the Shared Units to each of the Two Condominiums (as tenants-in-common, in accordance with their respective Proportionate Interests) may not yet have occurred, the Declarant and the unit owners within each of the Two Condominiums from time to time, and each of their respective residents, tenants and invitees from time to time, shall be entitled to use (and/or enjoy the benefits or services provided by) the Shared Units, in accordance with their intended purposes as hereinafter set forth, as soon as same have been completed and are operational, provided however that such use and enjoyment shall nevertheless be subject to any restrictions and/or limitations set forth in the Governing Documents, and specifically subject to the overriding provisions and restrictions regarding the Recreation Centre Units set forth in section 24(f) hereof.

Section 24 - Specific Use of the Shared Facilities

a) Subject to the overriding provisions set out in section 24(f) hereof, each of the Recreation Centre Units shall be used and enjoyed only by the Declarant, and by the dwelling unit owners within each of the Two Condominiums from time to time, and their respective residents, tenants and invitees, for general recreational purposes, for meetings convened to conduct the business and affairs of either or both of the Two Condominiums, and for such other uses as are consistent with the equipment, facilities and/or amenities situate within (or comprising part of) the Recreation Centre Units, in accordance with all applicable by-laws and regulations of the Governmental Authorities.

b) The three single bedroom guest suites comprising part of the Shared Facilities shall only be used to provide overnight accommodation exclusively for the guests of the owners, residents and/or tenants of the dwelling units in each of the Two Condominiums from time to time, and a rental fee (together with a service/cleaning charge) shall be paid in advance for each night of occupancy of a guest suite, in such amount, and upon such terms and conditions, as the Declarant may establish from time to time in connection therewith prior to the Transfer Date (and thereafter as the Shared Facilities Committee may establish from time to time in connection therewith, on behalf of the Two Condominiums). The use of the guest suites shall be subject to the provisions of all applicable by-laws and regulations of the Governmental Authorities, and also subject to the provisions of any agreement(s) entered into by the Declarant, or by or on behalf of the Shared Facilities Committee, with any management/cleaning firm pertaining to same, and shall also be governed by the provisions of the Reciprocal Agreement and the rules and regulations imposed by the Declarant prior to the Transfer Date (and thereafter imposed by the Shared Facilities Committee) in connection therewith.

c) The multi-purpose room or party room comprising part of the Shared Facilities shall be used and enjoyed only by the Declarant, and by the owners of the dwelling units in each of the Two Condominiums from time to time, together with their respective residents, tenants and invitees, for parties and general social and/or recreational purposes, and for meetings convened to conduct the business and affairs of either or both of the Two Condominiums, in accordance with all applicable by-laws and regulations of the Governmental Authorities. The multi-purpose room or party room may also be used for meetings of the Shared Facilities Committee, to discuss any matters pertaining to the Shared Facilities. A minimal damage/security deposit, together with a service/cleaning charge (as well as a security charge covering the cost of retaining temporary security personnel to monitor the access and egress of the guests invited to any parties or meetings held within the multi-purpose room or party room) may be levied or charged by or on behalf of the Declarant prior to the Transfer Date (and thereafter by the Shared Facilities Committee), in their

respective sole discretion. However, no damage deposit, service/cleaning charge or security charge shall be required to be paid or posted by the Declarant (while owning any dwelling unit within either of the Two Condominiums) under any circumstances whatsoever, nor shall same be payable with respect to any meeting(s) of the board of directors (or of the owners) of either or both of the Two Condominiums, convened for the purpose of formerly conducting the business and affairs of either or both of the Two Condominiums, nor for any meeting(s) convened by the Shared Facilities Committee from time to time.

d) Notwithstanding that the costs of operating, maintaining and/or repairing the Underground Garage shall be shared between the Two Condominiums (and shall correspondingly comprise part of the Shared Facilities Costs), the use of any portion of the Underground Garage situate within the boundaries and condominium description plan of either of the Two Condominiums shall [subject to any specific easement(s) created by the respective declarations of the Two Condominiums, or by any specific transfer(s) of easement to or in favour of either of the Two Condominiums (or otherwise referred to in the Reciprocal Agreement) which purport(s) to provide any additional rights of use, or enlarged areas of use, over or through the Underground Garage, or any portion thereof] be restricted to only the owners of units within that condominium which so encompasses said portion of the Underground Garage, and their respective residents, tenants and invitees.

e) The Service Room Units comprising part of the Shared Facilities shall be used for the purposes of housing or containing mechanical, electrical, plumbing, utility and/or servicing equipment, fixtures and/or facilities (and any appurtenances thereto) utilized in connection with the operation, maintenance and/or repair of any portion of the Shared Facilities exclusively, and access thereto shall be restricted to the authorized agents, employees, contractors and/or tradesmen retained by or on behalf of the Declarant or the Shared Facilities Committee, and to any designated board member of either of the Two Condominiums, and/or any member of the Shared Facilities Committee;

f) No provision contained in any of the by-laws or rules of this Condominium shall restrict the access to, egress from and/or use of the Phase II Recreation Centre Unit by the Declarant and the Phase I Condominium, and any of the dwelling unit owners of the Phase I Condominium and/or their respective residents, tenants and invitees, provided however that such access, egress and/or use shall at all times be subject to the reasonable and customary restrictions imposed or implemented by the security concierge or security personnel retained by or on behalf of the Two Condominiums, and said access and egress shall be effected only through the use of a computerized security card entry system (or similar security system). Likewise, no provision contained in any of the by-laws or rules of the Phase I Condominium shall restrict the access to, egress from and/or use of the Phase I Recreation Centre Unit by the Declarant and this Condominium, and any of the dwelling unit owners of this Condominium and/or their respective residents, tenants and invitees, provided however that such access, egress and/or use shall at all times be subject to the reasonable and customary restrictions imposed or implemented by the security concierge or security personnel retained by or on behalf of the Two Condominiums, and said access and egress shall be effected only through the use of a computerized security card entry system (or similar security system). Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby expressly declared and stipulated that until ownership of the Shared Units has been conveyed by the Declarant to each of the Two Condominiums as hereinbefore provided or contemplated, the Declarant shall be entitled to use and occupy any portion of either or both of the Recreation Centre Units exclusively, for the Declarant's marketing, sales, construction and/or customer service programs in connection with each of the Two Condominiums, and to correspondingly install, erect or maintain one or more sales, construction and/or customer service offices therein (as well as temporary model suites) at such locations within any portion or portions of either or both of the Recreation Centre Units as the Declarant may determine or select in its sole, unfettered and unchallenged discretion, until such time as all of the dwelling units in each of the Two Condominiums have been sold and transferred by the Declarant. The cost of erecting, maintaining and ultimately dismantling any such marketing, sales, construction and/or customer service office(s), as well as any such model suites, shall be borne solely by the Declarant so installing or maintaining same, but the Declarant shall not, under any circumstances, be charged for the use of the space so occupied within any portion of either or both of the Recreation Centre Units, nor for any utility services (or other usual or customary services) supplied thereto or consumed thereby, nor shall either of the Two Condominiums (nor anyone else acting on behalf of either or both of the Two Condominiums) prevent, limit or interfere with the provision of said utility services (and such other usual or customary services) to the aforementioned marketing, sales, construction and/or customer service office(s), and to the said model suites. Each of the Two Condominiums shall also be obliged to ensure that no actions, steps or measures are taken by anyone which would prohibit, limit, restrict or interrupt the access and egress over the respective common element areas of each of the Two Condominiums by the Declarant and its employees, agents, representatives, retained contractors or subcontractors, invitees and/or licensees, to and from the aforementioned marketing, sales, construction and/or customer service offices, and the said model suites, at all times during the opening hours of the said offices and model suites (as determined by the Declarant in its sole,

unfettered and unchallenged discretion), subject however to such reasonable and customary restrictions on access thereto as may be implemented by the security concierge or security personnel retained by or on behalf of the Two Condominiums. The Declarant shall also be entitled to erect, affix and maintain signs for marketing and/or sales purposes upon (or within) any portion or portions of either or both of the Recreation Centre Units, and within or outside any unsold units within each of the Two Condominiums, pursuant to the ongoing marketing programs of the Declarant in respect of each of the Two Condominiums, at such locations and having such dimensions and designs as the Declarant may determine in its sole, unfettered and unchallenged discretion, until such time as all of the dwelling units in each of the Two Condominiums have been sold and transferred by the Declarant, all at no charge or cost to the Declarant whatsoever. Until the Transfer Date and the establishment of the Shared Facilities Committee (as hereinafter provided or contemplated), the Declarant shall exclusively control and govern all matters relating to the operation, maintenance and repair of each of the Recreation Centre Units, and the budgeting of all costs and expenses related thereto which ultimately comprise part of the Shared Facilities Costs, including without limitation, the establishment of the appropriate level of services in respect of each of the Recreation Centre Units and the standard of maintenance and/or repair thereof, as well as the establishment of hours of use or operation in respect of each of the Recreation Centre Units, with the corresponding power and authority of the Declarant to unilaterally designate and/or restrict certain areas of use within any portion of either or both of the Recreation Centre Units, including the right to restrict the use of any particular amenities, services and/or equipment located within any portion of either or both of the Recreation Centre Units (in order to best co-ordinate the operation and use of same with the marketing, sales, customer service and/or construction operations or programs implemented from time to time by the Declarant in respect of each of the Two Condominiums), to which each of the Two Condominiums and all of the dwelling unit owners thereof (and their respective residents, tenants and invitees) shall be subject. From and after the Transfer Date and the establishment of the Shared Facilities Committee, the use and enjoyment of the Recreation Centre Units, as well as the budgeting of the Shared Facilities Costs related thereto, shall be governed by the Shared Facilities Committee on behalf of the Two Condominiums, provided however that nothing recommended, endorsed, passed or enacted by or on behalf of the Shared Facilities Committee or by the Two Condominiums shall be construed (or be carried out) in a manner which may interfere with (or which may diminish or restrict the rights of the Declarant to maintain) any of the aforementioned model suites and/or marketing, sales, construction and/or customer service office(s) as hereinbefore provided, until such time as all of the dwelling units in each of the Two Condominiums have been sold and transferred by the Declarant to the respective unit purchasers thereof. The Declarant shall be entitled at any time, and from time to time, to remove all of the furnishings, fixtures, chattels and equipment located in any model suites and/or in any marketing, sales, construction and/or customer service office(s) situate within each of the Recreation Centre Units (or any portion thereof), or may (at the sole option and unchallenged discretion of the Declarant) leave any or all of same therein to or for the benefit of the Two Condominiums jointly.

g) The management office comprising part of the Shared Facilities shall be used and occupied solely and exclusively as the office of the property manager retained from time to time on behalf of the Two Condominiums to manage the Shared Facilities and either or both of the Two Condominiums.

Section 25 - <u>Responsibility for Payment of the Shared Facilities Costs</u>

From and after the date of registration of this Condominium, the Shared Facilities Costs shall be allocated and apportioned between each of the Two Condominiums on a pro-rata basis, in accordance with their respective Proportionate Shares. Since the Phase I Condominium comprises 323 registered dwelling units, and the Phase II Condominium comprises 329 registered dwelling units, the **Phase I Condominium's** proportionate share of the Shared Facilities Costs amounts to **49.54%**, while the **Phase II Condominium's** proportionate share of the Shared Facilities Costs amounts to **50.46%**. Each of the Two Condominiums shall be obliged to pay its Proportionate Share of the Shared Facilities Costs on a monthly basis, in accordance with the percentages or proportions specified in the preceding sentence, all as more particularly outlined in the Shared Facilities Budget(s) prepared and submitted from time to time, and upon the registration of this declaration, the foregoing percentages or Proportionate Shares attributable to each of the Two Condominiums shall not be subject to any further change or adjustment whatsoever.

Section 26 - <u>The Shared Facilities Committee</u>

a) The Shared Facilities Committee shall consist of four (4) members, two (2) of which shall be appointed by (and be members of) the board of directors of each of the Two Condominiums. The appointment of the members to the Shared Facilities Committee shall take place as soon as reasonably possible after the Transfer Date, and all such appointments to the Shared Facilities

Committee shall be for a period of one year each (unless such appointment is terminated earlier by the appointment of a replacement member).

b) At least one representative of each of the Two Condominiums who has been appointed to the Shared Facilities Committee must be present, in person or by proxy, in order to constitute a quorum for any meeting held or convened by the Shared Facilities Committee, and all decisions or recommendations of the Shared Facilities Committee shall be determined, effected and evidenced by the unanimous vote of all members who are present (or represented by proxy) at any such meeting(s), and the chairman of such meeting(s) shall not have a casting or deciding vote.

c) Any meeting(s) of the Shared Facilities Committee may be held or convened by way of teleconference, or any other form of communication system that allows all of the members of the Shared Facilities Committee (or their respective proxies) to participate concurrently, and to communicate with each other simultaneously and instantaneously, provided that all of the members of the Shared Facilities Committee participating in a meeting held or convened by such means have consented thereto, and a member (or his or her proxy) so participating in any such meeting held or convened by such means shall be deemed for all purposes to be present at such meeting. All of the members of the Shared Facilities Committee may, by written resolution signed by all of them, provide their collective consent, in advance, to have any or all meetings of the Shared Facilities Committee conducted in the manner contemplated herein, without the necessity of requiring new consents prior to each and every meeting, provided that such resolution (and the standing consent referred to therein) shall be automatically rendered ineffective from and after (but not prior to) the delivery to the Shared Facilities Committee by any member of a written notice revoking his or her consent to such resolution.

d) Once the Shared Facilities Committee has been established following the Transfer Date, the Shared Facilities Committee shall, inter alia, thereafter be responsible for the following:

i) making recommendations to each of the Two Condominiums from time to time in connection with any joint by-laws or rules respecting the Shared Facilities, which must ultimately be enacted in accordance with the provisions of section 59 of the Act, including without limitation, rules and procedures with respect to the use, operation, staffing, illumination, maintenance and/or repair of the Shared Facilities, and the manner in which all maintenance and/or repair work with respect to same shall be carried out;

ii) making arrangements for the illumination, maintenance and/or repair of the Shared Facilities, including all equipment and fixtures utilized in connection with the ongoing operation, maintenance and repair of same, and procuring all requisite fire, property damage and public liability insurance coverage for each of the Two Condominiums, with respect to damage and/or injury occasioned to persons and/or property upon or within any portion of the Shared Facilities, providing a minimum coverage of $5 million dollars per occurrence, together with all necessary arrangements to retain an insurance trustee to administer said insurance proceeds;

iii) making arrangements for the provision of all requisite utilities (eg. heat, water and electricity services), security services, computer monitoring services, equipment, staff and/or programs for the operation of the Shared Facilities, including without limitation, the installation and reading of separate consumption or check meters measuring the consumption of utilities supplied to the Shared Facilities (if same are not already separately metered and invoiced directly by the relevant utility authorities); and

iv) preparing and submitting the Shared Facilities Budget(s) to each of the Two Condominiums, not less than once annually, outlining the Shared Facilities Costs [inclusive of the costs of the matters listed in subparagraphs (i), (ii) and (iii) above], for incorporation by each of the Two Condominiums as part of their respective overall annual budgets, in accordance with the foregoing provisions hereof.

e) All recommendations made (and all actions taken) by the Shared Facilities Committee shall, as soon as reasonably possible thereafter, be submitted and/or considered for adoption, ratification and confirmation by the board of directors of each of the Two Condominiums, and where deemed necessary or appropriate, for ratification and approval by the respective owners of each of the Two Condominiums at a joint owners' meeting, or alternatively at separate owners' meetings, duly called for that purpose. In addition, the respective boards of directors of the Two Condominiums shall jointly determine such other provisions relating to the conduct, activities and operation of the Shared Facilities Committee as may be consistent with the provisions of the Act, the provisions of their respective declarations and the provisions of the Reciprocal Agreement, and in accordance with the procedures governing the making, amending or repealing of joint by-laws or rules set forth in section 59 of the Act.

PART 5- OWNERSHIP OF UNITS

Section 27 - Restrictions on Parking and Locker Units

a) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and save and except for any parking and/or locker unit(s) owned by the Declarant or either of the Two Condominiums, it is hereby declared and stipulated that the ownership, sale,

leasing, charging, assignment, transfer or other conveyance or encumbrance of any parking unit(s)and/or locker unit(s) [hereinafter collectively referred to as the **"Restricted Units"** and individually referred to as a **"Restricted Unit"**] shall be subject to the following restrictions and limitations, namely:

i) no one shall retain ownership of any Restricted Unit after he or she has sold and conveyed title to his or her dwelling unit within either of the Two Condominiums;

ii) any sale, transfer, assignment or other conveyance of any Restricted Unit shall be made only to the Declarant, or to either or both of the Two Condominiums, or to any owner of a dwelling unit within either of the Two Condominiums;

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

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

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

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

PART 6 - OCCUPATION AND USE OF UNITS

Section 28 - General Use

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

applied in any manner which prohibits or restricts) the transient residential accommodation arrangements made (or to be made from time to time) by or on behalf of the Declarant and/or any other dwelling unit owner(s), and the aforementioned indemnity and reimbursement provisions with respect to any increased insurance premiums and/or deductible amounts regarding the Corporation's insurance shall not apply with respect to the transient residential accommodation arrangements made (or to be made from time to time) by or on behalf of the Declarant and/or any other dwelling unit owner(s).

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

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

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

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

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

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

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

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

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

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

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

e) No sign, advertisement or notice of any type, size or kind shall be inscribed, painted, affixed, attached, hung or displayed on any part of any unit (whether temporary or otherwise), without the express written consent of the board. This restriction shall not apply to the Declarant under any circumstances whatsoever.

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

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

Section 29 - Use of the Dwelling Units

(Being units 1 to 14 inclusive on level 1, and units 1 to 21 inclusive on levels 2 to 16 both inclusive)

a) Each dwelling unit shall be occupied and used only for residential purposes, and for the business of providing transient residential accommodation on a furnished and/or unfurnished suite basis (with or without ancillary maid, cleaning and/or laundry services), through short term or long term license/lease arrangements, in accordance with the provisions of the applicable zoning by-law(s) of the Governmental Authorities, as may be amended from time to time, and for no other purpose whatsoever, provided however that the foregoing shall not prevent or in any way restrict:

i) the Declarant from completing the building(s) situate on the Real Property and all improvements thereto, nor shall the foregoing prevent the Declarant, while owning and seeking to sell any of the dwelling units in this Condominium (or any mortgagee who has a registered mortgage or charge against not less than twenty-five (25%) percent of the dwelling units in this Condominium, and who seeks to sell the dwelling units so encumbered by said mortgage or charge) from utilizing any of such dwelling units for the purposes of creating and/or maintaining therein one or more marketing, sales, construction and/or customer-service office(s), as well as advertising signs and temporary model suites for display purposes (at such locations and having such dimensions and designs as the Declarant or such mortgagee may determine in their respective sole and unfettered discretion), until such time as all of the dwelling units in this Condominium (or such lesser number as the Declarant may determine in its sole and unfettered discretion) have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof; and

ii) any unit owner, or any property manager acting on behalf of any unit owner or group of unit owners, from leasing or renting any dwelling unit(s) in this Condominium from time to time, for any duration and on any number of occasions, and whether in a furnished or unfurnished state, with or without ancillary maid, cleaning and/or laundry services.

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

c) This Condominium has been designed so that water and gas service supplied to (and consumed by) each of the units and common element areas are bulk metered (and correspondingly billed or invoiced to the Corporation directly by the respective local water and gas utility authorities or providers), and accordingly the cost of each owner's water and gas consumption comprises part of the common expenses. This Condominium has also been designed with one bulk meter for electricity consumption (which will measure and gauge the electricity consumed or utilized by all of the units and common element areas in this Condominium, en bloc). The Corporation will accordingly receive a bulk invoice for the electricity service utilized or consumed by all of the units and common elements as a whole, from the local electricity authority or provider, pursuant to a reading taken by such authority or provider on a bulk meter basis (hereinafter referred to as the "**Bulk Hydro Bill**"), and the Corporation shall pay the Bulk Hydro Bill on behalf of all of the respective unit owners in this Condominium, as and when due. However, in an effort to promote energy conservation, the Declarant has installed a separate check or consumption meter for electricity service appurtenant to each of the dwelling units, for the purposes of measuring and gauging the hydro-electric service consumed by each dwelling unit owner, and the Corporation shall be obliged to retain the services of a third party contractor (hereinafter referred to as the "**Hydro Monitor**") to read the check or consumption meter for hydro-electric service appurtenant to each of the dwelling units, on a periodic basis, and to correspondingly issue invoices to each of the respective dwelling unit owners for the cost of their respective consumption of hydro-electric service, determined in accordance with the aforementioned meter readings. The servicing agreement entered into between the Condominium and the Hydro Monitor shall make the Hydro Monitor responsible for attending to the maintenance, repair and/or replacement (as and when necessary) of the check or consumption meter for hydro-electric service appurtenant to each of the dwelling units, in order to ensure that the said check or consumption meters operate properly, subject however to the overriding obligation of the Corporation to fully pay for (or to fully reimburse the Hydro Monitor for) all costs and expenses incurred in connection with such maintenance or repair work and/or replacement (all of which costs so incurred by the Corporation shall comprise part of the common expenses). In turn, the Hydro Monitor shall be entitled to charge a monthly administration fee directly to each of the dwelling unit owners (incorporated as part of each dwelling unit owner's respective periodic invoice for the cost of the hydro-electricity service so consumed), as compensation for the Hydro Monitor's reading and invoicing services. The Hydro Monitor's monthly administration fee or charge may also be subject to increase, on an annual basis, to reflect the proportionate increase (if any) in the Consumer Price Index, on each anniversary of the date of registration of this Condominium. Accordingly, forthwith following the Corporation's receipt of each and every Bulk Hydro Bill, the Corporation shall cause the Hydro Monitor to read the electricity check meter appurtenant to each of the dwelling units (either by a direct visual reading or by remote electronic/computerized means, or by any other method, provided same is reasonably reliable and accurate), and the

Hydro Monitor shall thereafter issue and submit its own separate invoice(s) to each of the dwelling unit owners (as agent for and on behalf of the Corporation), reflecting the cost of the hydro-electricity consumption attributable to each of the dwelling units and any exclusive use common element areas appurtenant thereto [with the cost of the electricity consumption so attributable to each of the dwelling units (and any exclusive use common element areas appurtenant thereto) being hereinafter referred to as each owner's "**Proportionate Share of Hydro Consumption**" or "**P.S.H.C.**"]. Each dwelling unit owner shall be obliged to pay to the Hydro Monitor (as agent for the Corporation) his or her P.S.H.C. on or before the tenth (10th) day following the receipt of an invoice for same from the Hydro Monitor (hereinafter referred to as the "**Due Date**"). In the event that any owner of a dwelling unit fails to pay to the Hydro Monitor his or her P.S.H.C. on or before the Due Date, then in addition to any other rights, remedies or powers available to the Corporation at common law, by statute, or in equity, the Corporation shall be entitled to:

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

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

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

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

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

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

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

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

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

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

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

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

Section 30 - Use of the Parking Units
(Being units 1 to 150 inclusive on level A, and units 1 to 152 on level B)

Each parking unit shall be used and occupied for motor vehicle and/or bicycle parking purposes only, in strict accordance with the rules of the Corporation in force from time to time. Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the board, the term "**motor vehicle**", when used in the context of parking units, shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan or truck not exceeding 1.9 metres in height, and shall exclude any type of commercial vehicle, truck, trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the board may wish to exclude from the property, from time to time), but shall nevertheless specifically include any construction and/or loading vehicles used by the Declarant and/or any of its employees, agents, representatives or contractors in the course of constructing, completing, servicing and/or maintaining this Condominium or any portion thereof, as well as any service vehicles utilized in connection with the maintenance and/or repair of the units and/or common elements within this Condominium. The owner of a parking unit, whether or not described or designated as a "**regular parking unit**" or a "**tandem parking unit**" in Schedule "D" annexed hereto, may park one or more vehicles and/or bicycles within the boundaries of such parking unit, provided however that in no instance shall any portion of any motor vehicle or bicycle so parked within a parking unit protrude beyond the boundaries thereof, nor encroach upon any portion of the common elements. The owner of a parking unit shall maintain such unit in a clean and sightly condition. The Corporation may make provision in its annual budget for the cleaning and sweeping of the parking units, either in their totality, or in groups of parking units.

Section 31 - Use of the Locker Units
(Being units 151 to 273 inclusive on level A, and units 153 to 292 inclusive on level B)

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

storing any items within (or using) any locker unit(s) owned by it, in any manner and/or for any purposes not expressly prohibited by the applicable zoning by-laws or regulations of the Governmental Authorities.

Section 32 - Use of the Phase II Recreation Centre Unit
(Being Unit 15 on Level 1)

a) Subject to the overriding provisions set out in subsection 32 (c) hereof, the Phase II Recreation Centre Unit shall be used and enjoyed only by the Declarant, and by the dwelling unit owners within each of the Two Condominiums, and their respective residents, tenants and invitees, for general recreational purposes, for meetings convened to conduct the business and affairs of either or both of the Two Condominiums, and for such other uses as are consistent with the equipment, facilities and/or amenities situate within (or comprising part of) the Phase II Recreation Centre Unit, in accordance with all applicable by-laws and regulations of the Governmental Authorities.

b) Save as otherwise provided in this declaration or in the Reciprocal Agreement to the contrary, no provision contained in any of the by-laws or rules of this Condominium shall restrict the access to, egress from and/or use of the Phase II Recreation Centre Unit by the Phase I Condominium and any of the dwelling unit owners thereof, and/or their respective residents, tenants and invitees, provided however that such access, egress and/or use shall at all times be subject to the overriding provisions of subsection 32(c) hereof, and subject to the reasonable and customary restrictions imposed or implemented by the security concierge or security personnel retained by or on behalf of the Two Condominiums, and said access and egress shall be effected only through the use of a computerized security card entry system (or similar security system).

c) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and notwithstanding any rules or by-laws hereafter passed or enacted by each of the Two Condominiums to the contrary, it is hereby expressly declared and stipulated that until the Transfer Date, the Declarant shall be entitled to use and occupy (exclusively) any portion(s) of the Phase II Recreation Centre Unit for its marketing/sales programs, and to erect and maintain one or more offices therein for its marketing, sales, construction and/or customer-service purposes, together with one or more model suites, at such location(s) within the Phase II Recreation Centre Unit as the Declarant may select, in its sole, unfettered and unchallenged discretion, until such time as the Declarant has sold (and conveyed title to) all of the dwelling units within each of the Two Condominiums. The cost of erecting, maintaining and ultimately dismantling any such marketing, sales, construction and/or customer service office(s) (and the said model suites, if any) shall be borne solely by the Declarant so installing or erecting same, but the Declarant shall not be charged for the use of the space so occupied within the Phase II Recreation Centre Unit, nor for any utility services (or other services) supplied thereto or consumed thereby, nor shall either of the Two Condominiums (or anyone else acting on behalf of the Two Condominiums) prevent or interfere with the provision of utility services (or any other services ordinarily or customarily provided) to the aforementioned marketing, sales, construction and/or customer service office(s) (and to any model suites). In addition, no actions or steps shall be taken by or on behalf of either of the Two Condominiums (nor by anyone else) which would prohibit, limit or restrict the access to, egress from and/or use of the Phase II Recreation Centre Unit by the marketing/sales agents and representatives of the Declarant, the construction/customer service employees and representatives of the Declarant, any prospective unit purchasers or other invitees of the Declarant, and/or any retained contractors, subcontractors or licensees of the Declarant, during the opening hours of the aforementioned marketing, sales, construction and/or customer service office(s), provided however that such access and use may nevertheless be subject to the reasonable and customary restrictions imposed or implemented by the security concierge or security personnel retained by or on behalf of the Two Condominiums. The Declarant shall also be entitled to erect and maintain signs for marketing/sales purposes upon or within any portion of the Phase II Recreation Centre Unit, in connection with any marketing program(s) being utilized by the Declarant with respect to the unsold dwelling units in each of the Two Condominiums from time to time, at such locations and having such dimensions and designs as the Declarant may determine in its sole, unfettered and unchallenged discretion, until such time as the Declarant has sold (and conveyed title to) all of the dwelling units within each of the Two Condominiums, all without any charge or cost to the Declarant for the use of the space so occupied, nor for any utility services (or other services) supplied thereto or otherwise consumed in connection therewith. Until the Transfer Date and the establishment of the Shared Facilities Committee (as hereinbefore provided or contemplated), the Declarant shall have the unilateral right and authority, in its sole, unfettered and unchallenged discretion, to determine the Shared Facilities Costs related to the operation, maintenance and repair of the Phase II Recreation Centre Unit (and to correspondingly prepare and issue the Shared Facilities Budget(s) from time to time, on an annual basis), and to also establish hours of use, as well as designated or restricted areas of use, in respect of the Phase II Recreation Centre Unit or any portion thereof (and to establish rules and regulations with respect to the use of any of the amenities, services, facilities and/or equipment

located within same or operated therefrom) to which the Two Condominiums and all of the dwelling unit owners thereof (and each of their respective residents, tenants and invitees) shall be subject, in order to best co-ordinate the operation and use of the Phase II Recreation Centre Unit with the marketing, sales, construction and/or customer service programs implemented by the Declarant from time to time. From and after the Transfer Date and the establishment of the Shared Facilities Committee, the use and enjoyment of the Phase II Recreation Centre Unit, as well as the budgeting of the Shared Facilities Costs related thereto, shall be governed by the Shared Facilities Committee on behalf of the Two Condominiums, provided however that nothing recommended, endorsed, passed or enacted by or on behalf of the Shared Facilities Committee or the Two Condominiums shall be construed (or be carried out) in a manner which may interfere with (or which may diminish or restrict the right of the Declarant to maintain) any of the aforementioned model suites and/or marketing, sales, construction and/or customer service office(s) as hereinbefore provided, until such time as all of the dwelling units in each of the Two Condominiums have been sold and transferred by the Declarant to the respective unit purchasers thereof. The Declarant shall be entitled at any time, and from time to time, to remove all of the furnishings, fixtures, chattels and equipment located in any model suites and/or in any marketing, sales, construction and/or customer service office(s) situate within the Phase II Recreation Centre Unit (or any portion thereof), or may (at the sole option and unfettered discretion of the Declarant) leave any or all of same therein to or for the benefit of the Two Condominiums jointly.

Section 33 - <u>Use of the Communication Control Unit</u>
(Being Unit 1 on Level 17)

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

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

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

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

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

Section 34 - Temporary Model Suites

At the time of registration, several unsold dwelling, parking and/or locker units in this Condominium may be used as temporary model suites for marketing, leasing and/or sales purposes, and the Declarant, its sales staff and their respective invitees and authorized representatives shall be entitled to use the common elements for access to and egress from said model suites. The Declarant shall be entitled to maintain such model suites, together with the right to place or erect on the common elements (and/or within such units being utilized for temporary model suites) all marketing/sale displays and signs, until such time as all dwelling units in this Condominium (or such lesser number as the Declarant may determine in its sole and unfettered discretion) have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof.

PART 7 - LEASING OF UNITS

Section 35 - Notification of lease

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

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

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

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

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

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

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

Section 36 - Tenant's Liability

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

Section 37 - Owner's Liability

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

PART 8 - MAINTENANCE AND REPAIRS

Section 38 - Maintenance and Repairs to the Units

a) Save as otherwise specifically provided in this declaration to the contrary, each owner shall maintain his or her unit, and subject to the provisions of this declaration, each owner shall repair his or her unit after damage, all at such owner's sole cost and expense, save and except for any requisite repair after normal wear and tear [which is included or encompassed within the obligation to maintain, by virtue of section 90(2) of the Act] and/or any repair of damage for which the cost of repair is recovered under any policy of insurance held or maintained by the Corporation, in which case the Corporation shall be obliged to expend such insurance proceeds in order to undertake and complete all requisite repairs to the damaged unit [excluding, however, any and all improvements made to the damaged unit, as determined by reference to a standard unit for the class of unit to which the unit belongs, as more particularly described in a by-law of the Corporation made under subsection 56(1)(h) of the Act, or alternatively

described in a schedule prepared by the Declarant and delivered to the Corporation at the turnover meeting in accordance with subsection 43(5)(h) of the Act, if and where the board has not yet enacted any such by-law].

b) Without limiting the generality of the foregoing, each owner having:

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

ii) one or more glass or plastic skylights installed by the Declarant as part of his or her dwelling unit, shall be responsible for cleaning the underside of the skylight(s), but the Corporation shall be responsible for cleaning the exterior or upperside surface thereof, and for repairing any cracks or breakage to (or leakage from) any such skylight(s), provided however that in no event shall the Corporation be liable for repairing any damage caused to any fixtures or chattels within the dwelling unit, or to any other personal property of the affected dwelling unit owner (or of such owner's residents, tenants, invitees or licensees) as a result of such breakage or leakage.

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

d) Each owner shall be responsible for the cost of maintaining and repairing the complete individual fan-coil unit or air-handling system (including the fan, coils, valves, controls, etc., and all equipment appurtenant thereto) comprising all or part of the heating and cooling system servicing his or her dwelling unit (irrespective of whether same is installed or located within or beyond the boundaries of the dwelling unit, as more particularly delineated in Schedule "C" annexed to this declaration), provided however that all maintenance and repair work undertaken in connection therewith shall be arranged by the Corporation, and shall be carried out exclusively by the Corporation's authorized agents, representatives, employees and/or retained contractors or subcontractors, but shall nevertheless be paid for by the affected unit owner immediately upon the Corporation's presentation of an invoice for same, and in the event such invoice is not paid when due, then the provisions of subsection 38(g) and section 44 of this declaration shall apply. Each owner shall accordingly notify the Corporation or the Condominium's property manager regarding any needed maintenance and/or repair work to the said vertical fan-coil unit or air-handling system (and any equipment appurtenant thereto), as well as any needed maintenance or repair work to the aforementioned fireplace chimney/exhaust pipe (if so installed by the Declarant within the owner's dwelling unit), and shall allow the Corporation's authorized agents, representatives, employees and/or retained contractors or subcontractors, access thereto at all reasonable times in order to carry out said work.

e) The Corporation shall maintain and repair the communication control unit (and the exclusive use common element areas appurtenant thereto), including without limitation, any concrete floor slab and/or ceiling slab encompassed within the boundaries of the communication control unit, and any mechanical, electrical, plumbing, heating and/or cooling equipment (excluding the CCU Equipment and all appurtenances thereto) situate within the confines or boundaries of the communication control unit and which are (or may be) used in connection with the operation, servicing, maintenance and/or repair of the Condominium, and expressly including the roofslab and any waterproof membrane on, above or within the roof, as well as the ballast, any parapet walls, any cladding, wooden and/or concrete catwalks, mechanical rooms, stairwell enclosures, and any other structural elements and roof surface treatments situate within the boundaries of the communication control unit and/or any exclusive use common element areas appurtenant thereto. The Corporation shall cause all maintenance and repair work to the communication control unit to be performed or carried out in such a manner as will produce or cause the least amount of interference with the use and/or enjoyment of the communication control unit by the owner of such unit, and/or his or her agents, tenants, invitees, licensees and contractors. Notwithstanding the foregoing, the owner of the communication control unit shall be obliged to reimburse the Corporation for all reasonable costs incurred in repairing any portion of the communication control unit (and the exclusive use common element areas appurtenant thereto) which are necessitated solely by the installation and/or operation of the CCU Equipment (and not by reason of the Corporation's failure to properly maintain and repair the communication control unit as would a prudent owner of same).

f) Notwithstanding anything hereinbefore provided to the contrary, each owner shall be responsible for all damages to any other unit(s), and to the common elements, which are caused by the failure of such owner to maintain and repair his or her unit in accordance with the provisions of this declaration, save and except for any damages for which the cost of repairing same has been (or will be) recovered or reimbursed under any policy of insurance held or maintained by the Corporation, provided however that

any such owner who has failed to so maintain or repair his or her unit shall nevertheless be responsible for fully reimbursing the Corporation forthwith for any insurance deductible amount paid or payable by or on behalf of the Corporation in connection with any insured claim submitted or pursued in respect of any such damages.

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

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

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

Section 39 - <u>Maintenance and Repairs to Common Elements</u>

a) Save as otherwise specifically provided in this declaration to the contrary, the Corporation shall maintain, and repair after damage, the common elements [including without limitation, any portion of the Shared Facilities comprising part of the common elements of this Condominium which the Shared Facilities Committee (or the Declarant prior to the Transfer Date and the establishment of the Shared Facilities Committee) has failed to maintain and repair in accordance with the provisions of the Reciprocal Agreement], but excluding any improvements to (and/or any facilities, services and/or amenities installed by any unit owner upon or within) any common element areas designated for the exclusive use of any owner pursuant to Schedule "F" of this declaration.

b) In order to maintain a uniformity of appearance throughout this Condominium, the Corporation's duty to maintain and repair shall extend to:

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

ii) all exterior perimeter fences or decorative walls erected by the Declarant along the boundaries of the Real Property (or any portion thereof); and

iii) the exterior surfaces of doors which provide access to the units, and to exterior door frames, exterior window frames and all exterior surfaces of windows and skylights, if any [except for the maintenance of the exterior surfaces of windows within any dwelling units accessible by balconies, patios or terraces, in respect of which the responsibility for maintenance only, but not for repairs, shall reside solely with the affected unit owner(s)].

c) Notwithstanding anything provided in the preceding sections 39(a) and (b) hereof to the contrary, it is expressly stipulated and declared that:

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

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

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

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

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

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

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

A) if any interlocking stones, concrete slabs, paved stones and/or planter boxes comprising part of the Exclusive-Use Landscaping Materials are required to be removed, replaced and/or reset in order to enable or facilitate the Corporation's maintenance and repair of the aforementioned waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, etc., then the Corporation shall (in the absence of any damage caused thereto by the negligence or wilful misconduct of such owner, or of the residents, tenants, invitees or licensees of such owner's unit) be responsible for the cost of such removal, replacement and/or resetting, and shall (to the extent reasonably possible) restore the same to its original condition (at no cost to the affected owner); and

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

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

v) each owner of a dwelling unit having the exclusive use of an outdoor patio or terrace area appurtenant to (or allocated to) his or her dwelling unit pursuant to the provisions of Schedule "F" to this declaration, shall be responsible for the

maintenance and repair of the patio or terrace landscaping (if any) situate within the confines of such exclusive use patio or terrace area (hereinafter referred to as "**Patio/Terrace Landscaping**"), as well as the maintenance and repair of all drains, drainage pipes and hose bibs exclusively servicing such dwelling unit's exclusive use common element patio or terrace area, including without limitation, the responsibility for watering and maintaining all flowers, plants, shrubs and/or trees growing or placed within same, as well as the responsibility for maintaining and repairing all interlocking stones, concrete slabs, paved stones, planter boxes, wrought iron fences (or any other type of privacy fence), and any other materials or features constructed, erected or installed upon or within (or otherwise affixed to) said exclusive use patio or terrace area, provided however that:

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

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

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

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

d) Each dwelling unit owner having the exclusive use of a balcony, patio or terrace area shall, upon the Corporation's request, provide access thereto to the Corporation (or to any of its authorized agents, representatives, employees and/or retained contractors), for the purpose of facilitating or expediting the maintenance or repair thereof and/or any other unit or common element area(s) in this Condominium, including without limitation, the installation or operation of window-washing equipment, scaffolding and a swingstage (in order to facilitate the cleaning of all windows exterior to the dwelling units not accessible by any balcony, patio or terrace area), where applicable.

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

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

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

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

i) In light of the fact that:

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

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

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

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

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

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

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

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

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

PART 9 - INSURANCE

Section 40 - Insurance Maintained by the Corporation

a) **All-Risks Insurance**

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

i) the common elements, including any improvements or betterments made to the Condominium's recreational facilities and amenities (or any portion thereof) from time to time;

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

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

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

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

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

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

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

i) all proceeds arising from any insured loss or losses shall be payable to the Insurance Trustee (as hereinafter defined), save and except for any insurance proceeds arising from any single insured loss or occurrence that amounts to less than fifteen (15%) percent of the replacement cost of the property covered by the Corporation's insurance policy, in which case such proceeds shall be payable to the Corporation (or to the person whom the Corporation specifies), and not to the Insurance Trustee;

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

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

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

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

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

Section 41 - **General Provisions Regarding the Corporation's Insurance**

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

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

c) Every mortgagee shall be deemed to have agreed to waive any right to have the proceeds of any insurance applied on account of the mortgage indebtedness. This subparagraph © shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent to any matters at meetings of owners (if the mortgage itself contains such a provision or entitlement), as well as the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired or replaced.

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

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

Section 42 - Indemnity Insurance for Directors and Officers of the Corporation

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

Section 43 - Insurance Maintained by the Individual Unit Owners

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

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

ii) Public liability insurance, covering the liability of any owner (including any resident, tenant, invitee or licensee of such owner's unit), to the extent that any damage occasioned to any other units or to the common elements is not covered by any public liability and/or property damage insurance obtained and maintained by the Corporation; and

iii) Insurance covering any deductible amount under the Corporation's master insurance policy, that is payable by a unit owner, or for which a unit owner may be responsible for reimbursing the Corporation pursuant to the provisions of this declaration or any by-law of the Corporation.

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

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

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

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

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

Section 44 - Indemnification of the Corporation by Unit Owners

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

b) Without limiting the generality of the preceding provisions in subparagraph (a) above, it is expressly declared and stipulated that all costs and expenses (including the Corporation's insurance deductible, if applicable, and all legal fees on a solicitor and his/her own client basis or substantial-indemnity scale, as well as all applicable disbursements) incurred by the Corporation by reason of any breach of any provision(s) of the Act, this declaration, any by-law(s) and/or rule(s) of the Corporation in force from time to time (including a breach of any agreement binding upon the Corporation and expressly authorized or ratified by any by-law

of the Corporation), or by reason of any damage or injury occasioned to any unit(s) or any portion of the common elements, committed by any unit owner (or by any resident(s) of such owner's unit, and/or by said owner's respective tenants, invitees or licensees, or by anyone else for whose actions or omissions such owner is in law responsible) shall be fully borne and paid for by (and shall ultimately be the sole responsibility of) such owner, and such owner shall accordingly be obliged to forthwith reimburse the Corporation for the aggregate of all such costs and expenses so incurred, failing which same shall be deemed for all purposes to constitute an additional contribution towards the common expenses payable by such owner, and shall be recoverable as such (with corresponding lien rights in favour of the Corporation against such owner's unit, similar to the case of common expense arrears).

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

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

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

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

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

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

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

Section 45 - <u>Insurance Trust Agreement</u>

a) The Corporation shall enter into, and at all times maintain, an insurance trust agreement (hereinafter referred to as the "**Insurance Trust Agreement**") with a trust company registered under The Loan and Trust Corporations Act R.S.O. 1990, as amended, or with a chartered bank or other firm qualified to act as an insurance trustee (hereinbefore and hereinafter referred to as the "**Insurance Trustee**"). Save as hereinafter otherwise provided, the Insurance Trust Agreement shall provide that the Insurance Trustee shall hold all insurance proceeds (in respect of any and all claims made under any of the Corporation's insurance policies from time to time) in trust, and shall disburse said proceeds in satisfaction of the respective obligations of the Corporation and the unit owners to repair or replace any damage occasioned to any unit(s) and/or the common elements (or any portion thereof), in accordance with the provisions of the Act and this declaration. If substantial damage has occurred to the Condominium [for which the cost of repair is estimated to equal or exceed twenty-five (25%) percent of the replacement cost of all buildings and structures located on the property, as set out in section 123(2) of the Act], and the board has registered a notice terminating the government of the property by or under the Act [following an affirmative vote in favour of terminating the Condominium by owners of at least eighty (80%) percent of the units, pursuant to section 123(7) of the Act], then the Insurance Trustee shall hold all proceeds of insurance received for and on behalf of the owners, in the proportions reflecting their respective interests in the common elements, and shall pay such proceeds (and all other amounts then held by the Insurance Trustee, less all outstanding fees and disbursements owed by the Corporation to the Insurance Trustee pursuant to the provisions of the Insurance Trust Agreement) to the respective owners in such proportions, forthwith following the registration of the aforementioned notice of termination, subject however to paying or applying any owner's proportionate share of such proceeds to pay and satisfy the amount due under any outstanding certificate(s) of lien which may be registered in favour of the Corporation against such owner's unit, and to thereafter pay and satisfy the amount due and owing to any outstanding mortgagees encumbering the owner's unit (in the order of their respective priority). Despite anything contained in this declaration or in any Insurance Trust Agreement to the contrary, it is hereby declared and stipulated that if the proceeds of insurance payable on any one loss or occurrence under any policy of insurance held or maintained by the Corporation amounts to less than fifteen (15%) percent of the replacement cost of the property

covered by such policy, then such proceeds shall be paid directly to the Corporation or to any other person whom the Corporation specifies, as expressly provided or contemplated in section 100(1) of the Act (or alternatively such proceeds shall be re-directed to the Corporation by the Insurance Trustee in accordance with the provisions of the Insurance Trust Agreement), and such proceeds shall correspondingly be promptly utilized by or on behalf of the Corporation for the repair or replacement of the damaged unit(s) and/or common element area(s), as the case may be.

b) The Insurance Trust Agreement shall commence upon (or be effective from and after) the date of registration of the Corporation, and shall run for a period of twelve (12) months thereafter, and shall be renewed automatically on an annual basis, subject to the overriding right of the Corporation to terminate the Insurance Trust Agreement at any time, by and upon giving at least sixty (60) days written notice to the Insurance Trustee of the termination date (as expressly provided or contemplated in section 114 of the Act). If the Insurance Trust Agreement is terminated as aforesaid, then the board of directors shall forthwith cause the Corporation to enter into a new Insurance Trust Agreement with another Insurance Trustee, so that an Insurance Trust Agreement will at all times be in existence to serve the Corporation.

PART 10 - DUTIES OF THE CORPORATION

Section 46 - **Duties**

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

a) To cause water, electricity and all other requisite utility services to be provided to each of the dwelling units in this Condominium, as well as to the Phase II Recreation Centre Unit (and to all amenity areas and facilities situate therein), in order to ensure that the Phase II Recreation Centre Unit (and all amenities and facilities situate therein) are fully functional and operable during normal or customary hours of use (as initially determined by the Declarant prior to the Transfer Date, and thereafter as determined by the Shared Facilities Committee), and to cause all requisite utility services to be provided to the common elements and to those portions of the Underground Garage situate within the boundaries of this Condominium;

b) To maintain and repair and any retaining walls or exterior perimeter fences erected along the boundaries of this Condominium (or any portion thereof), as well as this Condominium's landscaping treatments and features (including all plantings, and both hard and soft landscaping elements installed within any non-exclusive use common element areas);

c) To illuminate, maintain and repair those portions of the Shared Facilities situate within the boundaries of this Condominium [including the cleaning and removal of all dirt, debris and snow from the common interior roadway and walkways which are shared between the Two Condominiums, together with the garage ramp leading into the Underground Garage, and all portions of the Underground Garage situate within the boundaries of this Condominium] in the event that any of the foregoing items are not maintained and repaired by (or pursuant to the directions or recommendations of) the Declarant or the Shared Facilities Committee (as the case may be) in accordance with the provisions of the Reciprocal Agreement;

d) To take all requisite steps to ensure that all easement areas appurtenant to the Real Property, as well as all servient easement areas affecting (or in respect of) the Real Property, are maintained and repaired, as and when required, in accordance with the provisions of the Reciprocal Agreement. The foregoing duty shall also include the obligation to ensure that all structural members or components supporting the Common Roadway or the Common Walkways & Landscaped Areas (or any portion thereof) which are situate within the confines of this Condominium are maintained and kept in good repair at all times, and to correspondingly ensure that none of the said support structures (nor the soil situate within the boundaries of this Condominium which provides support to the Common Roadway or the Common Walkways & Landscaped Areas or to any portion thereof) is hereafter altered, removed or otherwise dealt with in a way which may compromise or deleteriously affect the structural integrity of the Common Roadway or the Common Walkways & Landscaped Areas or the support being provided thereto;

e) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the access and egress of the Declarant and its designated agents, representatives, employees and contractors over any portion of the common elements, in order to facilitate the Declarant's construction and completion of all buildings and structures situate within the confines of the Real Property;

f) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the access to, egress from and/or use of the Shared Facilities (including the Phase II Recreation Centre Unit) by the Declarant and its designated representatives, agents, employees, contractors and invitees, in connection with the marketing and sales efforts

and/or customer service programs implemented from time to time by the Declarant involving either or both of the Two Condominiums, as expressly provided or contemplated in this declaration;

g) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the pedestrian and/or vehicular access and egress over the common interior roadway and adjoining walkways, the garage ramp, and all underground garage drivelanes and walkways situate within the boundaries of this Condominium, by the Declarant and the unit owners of the Phase I Condominium from time to time, and their respective residents, tenants and invitees from time to time, as expressly provided or contemplated in this declaration and/or as specified in the Reciprocal Agreement;

h) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the pedestrian egress from the Underground Garage, for fire and emergency purposes, by the unit owners of the Phase I Condominium from time to time, and their respective residents, tenants, invitees and licensees from time to time, through the designated stairwells and fire exit doors situate within this Condominium;

i) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the use and enjoyment of the Phase II Recreation Centre Unit by each of:

i) the Declarant and its employees, agents, representatives, retained contractors or subcontractors, invitees and/or licensees, in connection with any of the marketing, sales, construction and/or customer-service program(s) implemented by the Declarant from time to time, as expressly contemplated or provided for in this declaration and the Reciprocal Agreement; and

ii) the dwelling unit owners of the Phase I Condominium from time to time, and their respective residents, tenants and invitees from time to time, as expressly provided or contemplated in this declaration and the Reciprocal Agreement;

j) To execute a counterpart to the Reciprocal Agreement along with the Declarant (and with or without the Phase I Condominium as a party or signatory thereto) as soon as reasonably possible after the registration of this declaration, and to abide by and comply with all of the terms and provisions of the Reciprocal Agreement and such counterpart agreement, insofar as this Condominium and the Real Property are concerned, and to the extent possible, compel the observance and compliance with the provisions of the Reciprocal Agreement by all unit owners in this Condominium, and their respective residents, tenants, invitees and licensees from time to time, including without limitation, any provisions obliging this Condominium to:

i) hereafter grant or convey (for nil consideration) any additional easements over portions of the common elements of this Condominium, to and in favour of the Phase I Condominium (and correspondingly executing all requisite transfers of easement in registrable form, and delivering same to the Phase I Condominium for its registration, or alternatively executing all corresponding authorizations and directions for electronic registration which may be required to cause the conveyance of such easements to be duly registered on title electronically), as may be provided or contemplated in the Reciprocal Agreement;

ii) hereafter accept the grant and conveyance (for nil consideration) of any additional appurtenant easements to and in favour of this Condominium over portions of the Phase I Lands, which may be required or desired for pedestrian and/or vehicular access and egress purposes, or for servicing and/or other related purposes (and correspondingly executing all requisite land transfer tax affidavits, and any corresponding authorizations and directions for electronic registration which may be required to cause the conveyance of such easements to be duly registered on title electronically), as may be provided or contemplated in the Reciprocal Agreement; and

iii) pay this Condominium's Proportionate Share of the Shared Facilities Costs, all as more particularly outlined in the Shared Facilities Budget(s) prepared and submitted from time to time, in accordance with the provisions of this declaration and the Reciprocal Agreement;

k) To execute, forthwith upon the request of the Declarant at any time following the registration of this Condominium, such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the formal cessation of the obligations and liabilities of the Declarant to pay any portion of the Shared Facilities Costs for and on behalf of this Condominium, arising under (or pursuant to) the provisions of the Phase I Condominium's declaration, the Reciprocal Agreement or otherwise;

l) To abide by, and comply with, the terms and provisions of the following outstanding agreements [and any successor or supplementary agreement(s) with respect thereto] which are (or may be) registered against the units and/or common elements of this Condominium (hereinafter collectively referred to as the "**Outstanding Municipal Agreements**"), namely:

i) an outstanding servicing agreement entered into between the Declarant and the City of Scarborough registered on November 13th, 1996 as **Instrument No. TB-994340**, as amended by a subsequent amending agreement registered on January 20th, 1998 as **Instrument No. E-143423**, and as further amended by another amending agreement registered on June 1st, 1998 as **Instrument No. E-171188**;

ii) an outstanding subdivision agreement between the Declarant and the City of Toronto, pertaining to the development of the subdivision which encompasses the Real Property, and which agreement was registered on February 3, 1999 as **Instrument No. E-226926**; and

iii) an outstanding site plan agreement (or site works completion agreement) between the Declarant and the City of Toronto pertaining, amongst other things, to the maintenance of grading and drainage patterns, emergency fire/access routes, landscaping, and/or other site completion matters and outstanding municipal concerns generally involving the ongoing operation and maintenance of the Phase I Condominium and/or the Phase II Condominium, registered on September 9, 2002 as **Instrument No. E-596597**;

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

i) not alter the grading or slope of the Real Property (or any portion thereof), nor obstruct or interfere with any drains or drainage pattern(s) in respect of the Real Property (nor permit or allow any one else to alter the grading and/or slope of the Real Property, or to interfere with any drains or drainage pattern(s) in respect of the Real Property), except in accordance with the grading and drainage plans approved by the City of Toronto, without the prior written consent of the City of Toronto, and to maintain any such alterations to the grading, slope and/or drainage patterns of the Real Property so approved by the City of Toronto; and

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

A. any claim or proceeding hereafter made or pursued against the Declarant by the City of Toronto because of any breach of any term(s) or provision(s) of any of the Outstanding Municipal Agreements committed by the Corporation (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity); and/or

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

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

o) To grant (for nil consideration), immediately after the registration of this Condominium if so required by the Declarant, an easement in perpetuity in favour of either Rogers Cable Communications Inc., the owner of the communication control unit in this Condominium, or a company associated, affiliated with or related to either Rogers Cable Communications Inc. or the said owner of the communication control unit (hereinafter referred to as the "**Cable Company**"), over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, inspection, maintenance and/or repair of the Cable Company's cable television and/or other communication service lines and wires (and all necessary appurtenances thereto) in order to facilitate the supply of cable television and other communication services to each of the dwelling units and designated portions of the common elements in this Condominium, and if so requested by the Cable Company, to enter into (and abide by the terms and provisions of) an agreement with the Cable Company pertaining to the provision of cable television and/or other communication services to this Condominium (hereinafter referred to as the "**Cable Agreement**");

p) To grant (for nil consideration), immediately after the registration of this Condominium if so required by the Declarant, an easement in perpetuity in favour of Futureway Communications Inc., or a company associated or affiliated therewith (hereinafter referred to as "**FCI**"), over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of FCI's communication service lines, wires and equipment (and all necessary appurtenances thereto) in order to facilitate the supply of communication services to each of the dwelling units and designated portions of the common elements in this Condominium, and if so requested by FCI, to enter into (and abide by the terms and provisions of) an agreement with FCI pertaining to the provision of communication services to this Condominium (hereinafter referred to as the "**FCI Agreement**");

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

i) read the electricity check meter appurtenant to each of the dwelling units, on a periodic basis, and to correspondingly issue invoices to each of the respective dwelling unit owners for the cost of their respective consumption of electricity service, determined in accordance with the Hydro Monitor's check meter readings;

ii) attend to the maintenance, repair and/or replacement, as and when necessary, of the electricity check meter appurtenant to each of the dwelling units, subject to the overriding obligation of the Corporation to fully pay for (or to forthwith fully reimburse the Hydro Monitor for) all costs and expenses incurred in connection with such maintenance or repair work and/or the replacement of any of the electricity check meters appurtenant to the dwelling units in this Condominium; and

iii) charge back the cost of such sub-meter reading and invoicing services, to each of the dwelling unit owners;

r) To take all reasonable steps to ensure that the electricity check meters appurtenant to the dwelling units are in good working order (and properly tested and serviced from time to time), and that said check meters are read by the Hydro Monitor (and invoices reflecting the cost of electricity consumption, based on said check meter readings, are correspondingly issued by the Hydro Monitor) on a periodic basis, as and when required, in accordance with the foregoing provisions of this declaration, and to correspondingly:

i) collect from each dwelling unit owner his or her unpaid P.S.H.C. amount(s) from time to time, and to maintain and enforce the Corporation's Hydro Lien against the dwelling unit of each Defaulting Owner, pursuant to the foregoing provisions of this declaration; and

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

s) To accept, at any time from and after the Transfer Date, title for nil consideration to [and to execute the requisite land transfer tax affidavit(s) and all other documents and instruments necessary to effect or authorize the registration of a deed/transfer in respect of] this Condominium's Proportionate Interest in (and corresponding tenancy-in-common ownership interest in) the Shared Units, from the Declarant as transferor to the Corporation as transferee (and possibly with the Phase I Condominium being included in any such deed/transfer as a co-transferee, in respect of the Phase I Condominium's Proportionate Interest therein), in accordance with the provisions of this declaration and the Reciprocal Agreement;

t) To accept, at any time hereafter and from time to time, title to [and to execute the requisite land transfer tax affidavit(s) and all other documents and instruments necessary to effect or authorize the registration of] a transfer and conveyance (for nil consideration) of any easements granted to this Condominium over portions of the Phase I Lands (or portions of the common elements of the Phase I Condominium) which may be needed for pedestrian and/or vehicular access and egress thereover, and/or for servicing or other related purposes;

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

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

w) To ensure (to the extent reasonably possible) that an AAI Agreement is entered into by the Corporation with any owner desiring to make any addition, alteration or improvement to any exclusive use common element areas appurtenant to such owner's dwelling unit (or to an installation upon the common elements), pursuant to the provisions of Section 98 of the Act, on the express understanding that if such an agreement is entered into with anyone other than the Declarant, then the AAI Agreement shall allocate the entire cost of undertaking or implementing the proposed addition, alteration or improvement to the affected owner desiring to undertake or implement same, and shall impose the responsibility for the cost of maintaining, repairing and insuring any such addition, alteration or improvement onto said owner (even though the Corporation and its authorized agents,

representatives, employees and retained contractors shall be responsible for carrying out and completing all requisite maintenance and repair work with respect thereto, all at such owner's sole cost, risk and expense), and shall also address or set out any other matters that the board may deem advisable, and/or as may be prescribed from time to time by the regulations to the Act;

x) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by anyone else, which would prohibit, limit or restrict the Declarant and/or any other unit owner(s), or any property manager acting on behalf of any unit owner or group of unit owners, from leasing or renting any dwelling unit(s) in this Condominium from time to time, for any duration and on any number of occasions, and whether in a furnished or unfurnished state (with or without ancillary maid, cleaning and/or laundry services), and to ensure that no by-laws or rules are hereafter passed or enacted by the Corporation which would limit, restrict or otherwise affect:

i) the minimum duration of any proposed tenancy, license or occupancy period in respect of any dwelling unit(s), and/or impose any restrictions (or additional conditions to be satisfied) regarding the transient residential rental accommodation arrangements made (or to be made from time to time) by or on behalf of the Declarant and/or any other unit owner(s); and

ii) any services (in the nature of cleaning, maid or housekeeping services) intended to be provided by the Declarant and/or any other unit owner(s) to or for the benefit of any short term or long term tenants, licensees or occupants of any dwelling units;

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

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

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

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

z) To ensure that on designated or scheduled municipal garbage pickup days only, arrangements are made for the Condominium's garbage container bins to be moved from the garbage storage/recycling room, to a reinforced exterior concrete storage/collection pad, and that the building superintendent or another trained person is present at all times during the removal of the garbage and refuse from this Condominium, in order to properly manoeuvre the garbage containers to the exterior concrete storage/collection pad, and onto the municipal garbage collection vehicles, and to act as a flagperson when such vehicles are reversing;

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

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

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PART 11 - GENERAL MATTERS

Section 47 - Rights of Entry

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

b) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter any unit at any time without notice, for the purpose of repairing the unit, the common elements or any part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property or assets of the Corporation, or of any unit owner(s) and/or any resident(s), tenant(s), invitee(s) and/or licensee(s) of any unit(s), or which may violate any public health or safety regulation. The Corporation or any one authorized by it may determine whether such an emergency exists, in their sole and unfettered discretion, acting reasonably, and such right of entry shall not impose upon the Corporation (or any of its authorized agents or representatives) any duty or liability to monitor or supervise the unit.

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

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

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

Section 48 - Invalidity

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

Section 49 - Waiver

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

Section 50 - Notice

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

i) To an owner, by giving same to him or her (or to any director or officer of a corporate owner), either personally or by ordinary mail postage prepaid, addressed to him or her at the address for service given by such owner in writing to the

Corporation [pursuant to subsections 47(1)(c)(I) and (4) of the Act] for its record, or if no such address has been given to the Corporation, then to such owner at his or her respective dwelling unit.

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

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

iv) **To the Declarant,** by giving same to any director or officer of the Declarant, either personally or by bonded courier, addressed to the Declarant at its address for service from time to time [or alternatively by facsimile transmission, if the Declarant agrees in writing that the person or party desiring to give any notice to it may do so in this manner, at the telefax number so provided by the Declarant from time to time].

v) **To the Shared Facilities Committee** (when established or created), by giving same to at least 2 committee members (who are not representatives or nominees of the same condominium corporation), either personally or by ordinary mail, postage prepaid, addressed to the respective dwelling units of such 2 members.

b) Where any notice is mailed as aforesaid, such notice shall be deemed to have been received (and to be effective) on the second (2nd) day following the day on which same was mailed. If any notice is delivered personally, by courier, or by facsimile transmission, then such notice shall be deemed to have been received (and to be effective) on the next day following the day on which same was personally delivered, couriered or telefaxed, as the case may be.

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

Section 51 - Interpretation of the Declaration

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

Section 52 - Headings

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

DATED at the City of Toronto, this 15th day of December, 2005.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hand of its duly authorized signing officer.

MONDEO DEVELOPMENTS INC.

Per: Sam Lazaroff

Sam Lazaroff - President
I have authority to bind the Corporation

SCHEDULE "A"
TO THE DECLARATION OF MONDEO DEVELOPMENTS INC.

In the City of Toronto, comprising that part of Block 114, on Plan 66M-2330 more particularly designated as Part 2 on Reference Plan 66R-20618, registered in the Land Titles Division of the Toronto Registry Office (No. 66) and being part of PIN 06165-0392 (LT) (hereinafter referred to as the **"Phase II Lands"** or the **"Real Property"**);

1. **SUBJECT TO** an easement, right of way or right in the nature of an easement, in favour of Toronto Standard Condominium Corporation No. 1566 (hereinafter referred to as the **"Phase I Condominium"**) and the unit owners thereof, and their respective residents, tenants, invitees and licensees, over, along and upon that part of Block 114, on Plan 66M-2330, more particularly designated as **Part 1 on Reference Plan 66R-21913** (hereinafter referred to as the **"Phase II Common Roadway"**), for the purposes of providing pedestrian and vehicular access to, egress from and/or use of the common interior roadway [including any ramp(s) leading into or out of the shared underground garage] situate within the Phase II Common Roadway, including without limitation, facilitating the manoeuvring and turning of any service vehicles which provide garbage pick-up, maintenance, fire protection and/or other services to the Phase I Condominium, as set out in **Instrument No. AT-1003026**;

2. **SUBJECT TO** an easement, right of way or right in the nature of an easement, in favour of the Phase I Condominium, as well as the unit owners thereof from time to time and their respective residents, tenants, invitees and licensees from time to time, over, along and upon that part of Block 114, on Plan 66M-2330, more particularly designated as **Parts 2, 3, 4, 5, 6 and 7 on Reference Plan 66R-21913** (hereinafter referred to as the **"Phase II Shared Visitor Parking Areas"**), for the purposes of providing vehicular and pedestrian access to and egress from the Phase II Shared Visitor Parking Areas, together with the temporary use and enjoyment of the visitor parking spaces located within the Phase II Shared Visitor Parking Areas by the invitees of the Phase I Condominium and the invitees of the unit owners, tenants, residents and licensees of the Phase I Condominium from time to time, as set out in **Instrument No. AT-1003026**;

3. **TOGETHER WITH** an easement, right of way or right in the nature of an easement over, along and upon those portions of the common elements of the Phase I Condominium comprising that part of Block 114, on Plan 66M-2330 more particularly designated as **Part 12 on Reference Plan 66R-20618** (hereinafter referred to as the **"Phase I Common Roadway"**), in favour of this Condominium and the respective unit owners thereof, and their respective residents, tenants, invitees and licensees from time to time, for the purposes of attaining pedestrian and vehicular access to, egress from, and/or use of the common interior roadway (including any ramp(s) leading into or out of the shared underground garage) situate within the Phase I Common Roadway, including without limitation, facilitating the manoeuvring and turning of any service vehicles which provide garbage pick-up, maintenance, fire protection and/or other services to this Condominium (including without limitation, such pedestrian and vehicular access and egress thereover as may be necessary or desirable from time to time for the construction and development of any buildings, installations, structures and/or improvements upon the Phase II Lands), as set out in **Instrument No. AT-347201**;

4. **TOGETHER WITH** an easement, right of way or right in the nature of an easement over, along and upon those portions of the common elements of the Phase I Condominium comprising that part of Block 114, on Plan 66M-2330 more particularly designated as **Parts 4, 5 and 6 on Reference Plan 66R-20618** (hereinafter referred to as the **"Phase I Common Walkways & Landscaped Areas"**), in favour of this Condominium and the unit owners thereof, and their respective residents, tenants, invitees and licensees from time to time, for the purposes of attaining pedestrian access and egress over the Phase I Common Walkways & Landscaped Areas, and use and enjoyment thereof (including without limitation, such pedestrian and vehicular access and egress thereover as may be necessary or desirable from time to time for the construction and development of any buildings, installations, structures and/or improvements upon the Phase II Lands), as set out in **Instrument No. AT-347201**;

5. **TOGETHER WITH** an easement, right of way or right in the nature of an easement over, along and upon those portions of the common elements on levels A and B of the Phase I Condominium comprising that part of Block 114, on Plan 66M-2330, more particularly designated as **Part 13 on Reference Plan 66R-20618** (hereinafter referred to as the **"Phase I Shared Underground Garage Drivelanes and Walkways"**), in favour of this Condominium and the unit owners thereof, and their respective residents, tenants, invitees and licensees from time to time, for the purposes of attaining vehicular and pedestrian access and egress over the Phase I Shared Underground Garage Drivelanes and Walkways, to and from the parking units and common element areas within levels A and B of this Condominium (including

without limitation, such pedestrian and vehicular access and egress thereover as may be necessary or desirable from time to time for the construction and development of any buildings, installations, structures and/or improvements upon the Phase II Lands), as set out in **Instrument No. AT-347201;**

6. **TOGETHER WITH** an easement, right of way or right in the nature of an easement over, along and upon those portions of the common elements on level 1 of the Phase I Condominium comprising that part of Block 114, on Plan 66M-2330, more particularly designated as **Parts 7, 8, 9, 10 and 11** on **Reference Plan 66R-20618** (hereinafter referred to as the "**Phase I Shared Visitor Parking Areas**"), for the purposes of attaining vehicular and pedestrian access and egress from the Phase I Shared Visitor Parking Areas, together with the temporary use and enjoyment of the visitor parking spaces located within the Phase I Shared Visitor Parking Areas by the invitees of this Condominium, as well as the invitees of the unit owners, residents and tenants of this Condominium from time to time (including without limitation, such pedestrian and vehicular access and egress thereover as may be necessary or desirable from time to time for the construction and development of any buildings, installations, structures and/or improvements upon the Phase II Lands), as set out in **Instrument No. AT-347201;**

7. **TOGETHER WITH** an easement, right of way and right in the nature of an easement in, on, over, along, upon, across and through the common element areas of the Phase I Condominium, for the following purposes:

(i) installing, maintaining, operating, altering, repairing, replacing, inspecting and monitoring such lines, pipes, wires, conduits, cables, watermains, valves and/or meters (including the supply and receipt of services and the discharge of storm and sanitary sewer, effluents and drainage through same) whether presently existing or installed subsequent to the grant of this easement [and whether same comprise a part of the Shared Servicing Systems (as such term is defined in the declaration to which this Schedule "A" is annexed) or service only this Condominium] as from time to time may be required or convenient to provide gas, Bell telephone and telecommunication, cable television, water, hydro, irrigation and storm and sanitary sewer service(s) to this Condominium and the unit owners thereof and their respective residents, tenants and permitted occupants therein; and

(ii) providing pedestrian and vehicular access and egress to this Condominium's service personnel and service vehicles, together with any equipment, materials and/or machinery required to maintain, repair, replace and/or inspect any part of the buildings, installations, structures, improvements and/or services located upon the Phase II Lands, or situate upon or within Toronto Standard Condominium Plan No. 1566 (hereinafter referred to as the "**Phase I Lands**") but servicing and benefitting this Condominium;

including without limitation, the right to penetrate, cross, drill through, bore onto or travel through any floor slab, ceiling slab, concrete, block or masonry walls, drywall enclosures, or similar installations located thereon for any of the foregoing purposes, provided that such right shall not impair or diminish the load-bearing capacity or structural integrity of same or any support that same are providing to any portion of the buildings, structures, installations or improvements located from time to time on the Phase I Lands, nor unreasonably interfere with the use and enjoyment of the Phase I Lands by the owners of same, as set out in **Instrument No. AT-347201;**

8. **TOGETHER WITH** an easement, right of way and right in the nature of an easement, in, on, over, along, across, upon and through those portions of the common elements of the Phase I Condominium comprising that part of Block 114, on Plan 66M-2330, more particularly designated as **Parts 12 and 13** on **Reference Plan 66R-20618,** for the following purposes, namely:

(i) vehicular and pedestrian access and egress thereover;

(ii) the temporary storage and retention of construction equipment and/or materials thereon;

(iii) excavating, backfilling, removing and replacing fill and topsoil and undertaking any other works thereon;

as may be required from time to time by the Phase II Condominium and its retained contractors, agents, employees and/or workmen in order to facilitate the construction and erection upon the Phase II Lands of all of the buildings, installations, structures and/or services to be located thereon, as well as to facilitate the integration of same with the buildings, installations, structures and/or services located upon the Phase I Lands, and which easement, right of way and right in the nature of an easement shall include, without limitation, the right to penetrate, cross, drill through, bore onto or travel through any floor slab, ceiling slab, concrete, block or masonry walls, drywall enclosures or similar installations, provided that such right shall not impair or diminish the load-bearing capacity or structural integrity of said common elements or any support that same are providing to any portion of the buildings, structures, installations or improvements located on the Phase I Lands, and provided further that this easement, right of way or right in the nature of an easement shall automatically terminate and be of no further force or effect 180 days after the registration of this Condominium, as set out in **Instrument No. AT-347201;** and

9. **TOGETHER WITH** an easement for support, or a right of support, in favour of this Condominium, in, on, over, across, along, upon and through all portions of the common elements of the Phase I Condominium located on levels A and B thereof (hereinafter referred to as the "**Phase I Support Areas**"), for the purposes of attaining support to the building(s), structures(s), improvement(s) and/or installation(s) now or hereafter erected on the Phase II Lands, and/or comprising part of this Condominium, from and by all structural members, columns, walls, ceilings, floor slabs and/or any other building or structural components (including the soil) located upon, within or beneath the Phase I Support Areas, as set out in **Instrument No. AT-347201;**

10. **TOGETHER WITH** an easement, right of way or right in the nature of an easement, over, along and upon those portions of the common elements of the Phase I Condominium comprising that part of Block 114 on Plan 66M-2330 more particularly designated as **Part 8 on Reference Plan 66R-21913** (hereinafter referred to as the "**Phase I Additional Common Roadway**"), in favour of this Condominium and the unit owners thereof from time to time, and their respective residents, tenants, invitees and licensees from time to time, for the purposes of attaining pedestrian and vehicular access and egress thereover, including without limitation, facilitating the maneuvering and turning of any service vehicles which provide garbage pick-up, maintenance, fire protection and/or other services to this Condominium, as set out in **Instrument No. AT-1003065;**

11. **TOGETHER WITH** an easement, right of way or right in the nature of an easement, over, along and upon those portions of the Phase I Condominium comprising that part of Block 114 on Plan 66M-2330 more particularly designated as **Part 9 on Reference Plan 66R-21913** (hereinafter referred to as the " **Phase I Additional Shared Visitor Parking Areas**"), in favour of this Condominium and the unit owners thereof from time to time, and their respective residents, tenants, invitees and licensees from time to time, for the purposes of attaining vehicular and pedestrian access and egress over the Phase I Additional Shared Visitor Parking Areas, together with the temporary use and enjoyment of the visitor parking spaces located within the Phase I Additional Shared Visitor Parking Areas by the invitees of this Condominium, as well as the invitees of the respective unit owners, residents, tenants and licensees of this Condominium, from time to time, as set out in **Instrument No. AT-1003065;**

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

DelZotto, Zorzi LLP, solicitors and duly
authorized agents for Mondeo Developments Inc.

Per:_____
Harry Herskowitz

SCHEDULE "B"
TO THE DECLARATION OF MONDEO DEVELOPMENTS INC.
CONSENT OF CHARGEE
(under clause 7(2)(b) of the *Condominium Act, 1998*)

1. St. Paul Guarantee Insurance Company has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* (hereinafter referred to as the "**Act**") registered as **Instrument Number AT-631902** in the Land Titles Division of the Toronto Registry Office (No. 66).

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

3. St. Paul Guarantee Insurance Company hereby postpones the aforementioned mortgage and the interests under it to the declaration, and the easements described in Schedule "A" to the declaration.

4. St. Paul Guarantee Insurance Company is entitled by law to grant this consent and postponement.

DATED this 15th day of December, 2005.

ST. PAUL GUARANTEE INSURANCE COMPANY

Per: _____
Name: Denise Fraser
Title: Senior Underwriter

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

I/We have authority to bind the Corporation

SCHEDULE "B-2"

TO THE DECLARATION OF THE MONDEO DEVELOPMENTS INC.

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

1. Rayel Construction Limited has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* (hereinafter referred to as the "**Act**") registered as **Instrument Number AT-631973** in the Land Titles Division of the Toronto Registry Office (No. 66).

2. Rayel Construction Limited hereby consents to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.

3. Rayel Construction Limited hereby postpones the aforementioned mortgage and the interests under it to the declaration, and the easements described in Schedule "A" to the declaration.

4. Rayel Construction Limited is entitled by law to grant this consent and postponement.

DATED this 15th day of December, 2005.

RAYEL CONSTRUCTION LIMITED

Per: _____
Name: Elvio DelZotto
Title: Authorized Signing Officer
I have the authority to bind the Corporation.

SCHEDULE 'C'

TO THE DECLARATION OF MONDEO DEVELOPMENTS INC.

DWELLING UNITS: (Being **Units 1 to 14** both inclusive on **Level 1 and Units 1 to 21** both inclusive on **Levels 2 to 16** both inclusive as illustrated in Part 1 on Sheets 1 and 3 of the description filed concurrently with the declaration.)

a) Each Dwelling Unit is bounded vertically by:
- i) the upper surface of the concrete floor slab beneath the unit; and
- ii) the lower surface of the concrete ceiling slab:

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

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

PARKING UNITS: (Being **Units 1 to 150** both inclusive on **Level A and Units 1 to 152** both inclusive on **Level B** as illustrated in Part 1 on Sheets 5 and 6 of the description filed concurrently with the declaration.)

The boundaries of each parking unit shall be:

a) the unfinished upper surface or unit side of the concrete floor slab beneath such unit; and

b) a plane distant 1.9 metres above the concrete floor slab and measured perpendicularly there from; and

c) the unfinished interior surface or unit side of concrete or masonry walls or columns; and

d) the vertical planes formed by:
- i) the face of columns; and
- ii) the production of the face of masonry walls or columns; and
- iii) joining the centre line of the concrete columns and their production; and
- iv) the centre line of column and measurements; and
- v) measurements from the concrete columns and walls as illustrated on Sheets 5 and 6 in Part 1 of the description filed concurrently with the declaration; and
- vi) the centreline of concrete columns.

LOCKER UNITS: (Being **Units 151 to 273** both inclusive on **Level A** and **Units 153 to 292** both inclusive on **Level B** as illustrated on Sheets 5 and 6 in Part 1 of the description filed concurrently with the declaration.)

Each locker unit is bounded vertically by:

- i) the upper unfinished surface of concrete floor slab beneath the unit: and
- ii) the lower surface or unit side face of wire mesh ceiling above said locker units;

Each locker unit is bounded horizontally by:

- i) the unit side face of wire mesh panels; and
- ii) the backside surface of drywall; and
- iii) the unit side face of concrete or masonry walls and columns as illustrated on Sheets 5 and 6 in Part 1 of the description filed concurrently with the declaration.

RECREATION CENTRE UNIT: (Being **Unit 15 on Level 1**, as illustrated on Sheet 1 in Part 1 of the description filed concurrently with the declaration.)

a) The Recreation Centre Unit is bounded vertically by:
   i) the upper surface of concrete floor\roof slab; and
   ii) the lower or underside surface of concrete ceiling slab; and
   iii) the lower surface of steel trusses above in the vicinity of the vestibule as illustrated in section C-C on Sheet 1 Part 1 of the description filed concurrently with the declaration.

b) The Recreation Centre Unit is bounded horizontally by:
   i) the line and face of concrete/concrete block or masonry walls as illustrated in Part 1 on Sheet 1 of the description filed concurrently herewith.
   ii) the backside face of drywall on perimeter exterior facing walls; and
   iii) the unfinished interior surface of window frame and interior surface of glass panels located therein; and
   iv) in the vicinity of the perimeter or exterior door at the vestibule the boundary shall be the unit side line and face of double glazed glass and aluminium door frame.

SERVICE ROOM UNIT: (Being **Unit 274** on **Level A** as illustrated on Sheet 5 in Part 1 of the description filed concurrently with the declaration.)

a) The Service Room Unit is bounded vertically by:
   i) the upper surface of the concrete floor slab; and
   ii) the lower surface of the concrete ceiling slab.

b) The Service Room Unit is bounded horizontally by:
   i) the line and face of concrete/masonry wall.

COMMUNICATION CONTROL UNIT: (Being **Unit 1 on Level 17** as illustrated in Part1 on Sheet 4 of the description filed concurrently with the declaration.)

The Communication Control Unit is bounded horizontally by:

i) the line and face of concrete, concrete block or masonry wall or column; and
ii) vertical planes controlled by measurements; and
iii) in the vicinity of the lower extent of the Communication Control Unit (at level A) the boundary shall be the line and face of concrete or masonry walls and vertical planes controlled face of columns and measurements as illustrated on Sheet 4 in Part 1 of the description filed concurrently with the declaration; and
iv) in the vicinity of the conduits within the Unit the boundary shall be vertical planes controlled by measurement as illustrated on Sheet 4 in Part 1 of the description filed concurrently with the declaration; and
v) in the vicinity of the electrical closets on Levels 1 to 16 inclusive the boundary shall be the line and face of concrete/concrete block wall, backside face of drywall and face of concrete slab as illustrated on Sheet 4 in Part 1 of the description filed concurrently with the declaration; and
vi) in the vicinity of the conduits that are located within concrete slabs or walls and which are contiguous to the Communication Control Unit the boundary shall be the face of concrete slab or wall enclosing said conduits; and
vii) the upward projection of the exterior line and face of the concrete roof slab and vertical planes established by measurement in the vicinity of the open area above the mechanical penthouse roof as illustrated on Sheet 4 in Part 1 of the description filed concurrently with the declaration.

The Communication Control Unit is bounded vertically by:

i) the lower surface of concrete ceiling slab and production; and
ii) the upper surface of concrete floor slab and production; and
iii) in the vicinity of the mechanical penthouse roof area the Communication Control Unit is bounded by the upper surface of the concrete roof slab; and
iv) in the vicinity of exposed conduits (at level A) the boundary shall be horizontal planes controlled by measurements from the concrete ceiling slab above and measured perpendicularly there from as illustrated on Sheet 4 in Part 1 of the description filed concurrently with the declaration.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown in Part 1 on Sheets 1 and 3 to 6 inclusive of the Description.

Date: 30 NOV, 2005

Per: .....
Phillip Hofmann, O.L.S.
I. M. PASTUSHAK LIMITED

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

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P04-14 C

MONDEO SPRINGS 2
SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)				
DWELLING UNIT	1	1	0.3432787	X	1	=	0.3432787
DWELLING UNIT	2	1	0.3722067	X	1	=	0.3722067
DWELLING UNIT	3	1	0.2642089	X	1	=	0.2642089
DWELLING UNIT	4	1	0.2333524	X	1	=	0.2333524
DWELLING UNIT	5	1	0.3779923	X	1	=	0.3779923
DWELLING UNIT	6	1	0.4107774	X	1	=	0.4107774
DWELLING UNIT	7	1	0.2507092	X	1	=	0.2507092
DWELLING UNIT	8	1	0.2642089	X	1	=	0.2642089
DWELLING UNIT	9	1	0.2642089	X	1	=	0.2642089
DWELLING UNIT	10	1	0.2642089	X	1	=	0.2642089
DWELLING UNIT	11	1	0.2642089	X	1	=	0.2642089
DWELLING UNIT	12	1	0.2642089	X	1	=	0.2642089
DWELLING UNIT	13	1	0.3722067	X	1	=	0.3722067
DWELLING UNIT	14	1	0.3432787	X	1	=	0.3432787
RECREATION UNIT	15	1	0.0005005	X	1	=	0.0005005
DWELLING UNIT	1	2-16 incl.	0.3432787	X	15	=	5.1491805
DWELLING UNIT	2	2-16 incl.	0.3722067	X	15	=	5.5831005
DWELLING UNIT	3	2-16 incl.	0.2642089	X	15	=	3.9631335
DWELLING UNIT	4	2-16 incl.	0.2333524	X	15	=	3.500286
DWELLING UNIT	5	2-16 incl.	0.3779923	X	15	=	5.6698845
DWELLING UNIT	6	2-16 incl.	0.4107774	X	15	=	6.161661
DWELLING UNIT	7	2-16 incl.	0.3259219	X	15	=	4.8886285
DWELLING UNIT	8	2-16 incl.	0.2642089	X	15	=	3.9631335
DWELLING UNIT	9	2-16 incl.	0.2642089	X	15	=	3.9631335
DWELLING UNIT	10	2-16 incl.	0.2333524	X	15	=	3.500286
DWELLING UNIT	11	2-16 incl.	0.2333524	X	15	=	3.500286
DWELLING UNIT	12	2-16 incl.	0.2642089	X	15	=	3.9631335
DWELLING UNIT	13	2-16 incl.	0.2642089	X	15	=	3.9631335
DWELLING UNIT	14	2-16 incl.	0.3259219	X	15	=	4.8888285
DWELLING UNIT	15	2-16 incl.	0.3432787	X	15	=	5.1491805
DWELLING UNIT	16	2-16 incl.	0.2314239	X	15	=	3.4713585
DWELLING UNIT	17	2-16 incl.	0.358707	X	15	=	5.380605
DWELLING UNIT	18	2-16 incl.	0.2333524	X	15	=	3.500286
DWELLING UNIT	19	2-16 incl.	0.2642089	X	15	=	3.9631335
DWELLING UNIT	20	2-16 incl.	0.3722087	X	15	=	5.5831005
DWELLING UNIT	21	2-16 incl.	0.3432787	X	15	=	5.1491805
COMMUNICATION CONTROL UNIT	1	17	0.0006393	X	1	=	0.0006393
PARKING UNIT	1-150 incl.	A	0.0019655	X	150	=	0.294825
LOCKER UNIT	151-273 incl.	A	0.0009919	X	123	=	0.1220037
SERVICE ROOM UNIT	274	A	0.0005005	X	1	=	0.0005005
PARKING UNIT	1-152 incl.	B	0.0019655	X	152	=	0.298756
LOCKER UNIT	153-292 incl.	B	0.0009919	X	140	=	0.138868
							100%

Mondeo Developments Inc., hereby confirms the percentages and calculations herein.

Mondeo Developments Inc.

Per: Sam Kazaroff

Authorized Signing Officer

I have the authority to bind the Corporation

SCHEDULE "E"

TO THE DECLARATION OF MONDEO DEVELOPMENTS INC.

COMMON EXPENSES

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

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

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

   a) water and gas service on a bulk basis (for each of the dwelling units, and designated portions of the common elements);

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

   c) the cost of sorting, storing, recycling and/or disposing of the garbage emanating from the dwelling units and common element areas of this Condominium, in the event that municipal garbage pickup service is no longer available for this Condominium (including without limitation, the cost of acquiring or leasing all requisite garbage containers or bins transportable on rollers, and the cost of retaining one or more private garbage pick-up firms to provide all required garbage collection and removal services for such garbage and refuse);

   d) maintenance and landscaping materials, tools and supplies;

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

   f) the cost of maintaining, repairing and/or replacing (as and when required) the electricity check meter appurtenant to each of the dwelling units.

   In addition, each of the dwelling units shall be separately sub-metered and invoiced on a periodic basis by the Hydro Monitor [as agent for (or contractor with) the Corporation] for the cost of electricity service consumed (predicated on the reading of the electricity check meter appurtenant to each dwelling unit, as provided for in the declaration), and such costs shall be payable by each dwelling unit owner in accordance with the provisions of section 29 (c) to (f) inclusive of the declaration. In addition, each of the dwelling unit owners shall be separately invoiced for cable television and telephone services, and accordingly the cost of electricity, cable television and telephone services (so consumed or utilized by each of the dwelling unit owners) shall <u>not</u> constitute or be construed as a common expense, but rather shall be borne and paid for by each dwelling unit owner.

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

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

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

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

7. All sums of money assessed by the Corporation for the reserve fund to be paid by every owner as part of their respective contributions towards the common expenses, for the major repair and replacement of the common elements and assets of the Corporation;

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

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

10. The fees and disbursements of the Insurance Trustee;

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

12. All sums of money paid or payable by the Corporation in order to comply with the duties set forth in section 46 of the declaration, including without limitation:

    a) all expenses incurred by the Corporation in complying with the terms and provisions of the Outstanding Municipal Agreements [as defined in section 46 (l) of the declaration]; and

    b) all monies payable by the Corporation to the Hydro Monitor in accordance with the terms and provisions of the Hydro Monitoring Agreement entered into between the Corporation and the Hydro Monitor selected by the Declarant or the Corporation from time to time;

13. All sums of money paid or payable by the Corporation on account of the Shared Facilities Costs (and comprising this Condominium's Proportionate Share of the Shared Facilities Costs), established or determined in accordance with the Shared Facilities Budget(s) issued from time to time, together with all other costs and expenses incurred by (or payable by) the Corporation pursuant to (or arising from) the terms and provisions of the Reciprocal Agreement and any amendment(s) thereto from time to time;

14. All costs and expenses (including legal fees on a substantial-indemnity scale or solicitor and client basis, together with all applicable disbursements) incurred by the Corporation in the course of enforcing any of the provisions of the declaration, by-laws and/or rules of the Corporation from time to time [including the provisions of the Reciprocal Agreement and any amendment(s) thereto from time to time, and all other agreements binding on the Corporation or expressly authorized or ratified by any of the by-laws of the Corporation], and effecting compliance therewith by all unit owners and their respective residents, tenants, invitees and/or licensees [save and except for those costs and expenses collected or recoverable by the Corporation against any unit owner(s) in the event of any breach of the provisions of the declaration, by-laws and/or rules, pursuant to the general indemnity provisions of section 44 of the declaration, or any other applicable provisions of the declaration entitling the Corporation to seek reimbursement of costs or indemnification from any owner(s)].

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SCHEDULE 'F'

TO THE DECLARATION OF MONDEO DEVELOPMENTS INC.

The owners of Dwelling Units **1 to 14** both inclusive on **Level 1** shall have the exclusive use of those portions of the common elements shown on the description filed concurrently herewith and designated with the prefix "P", as illustrated on Sheet 1 of Part 2 of said description, as follows:

Unit 1	on Level 1	P-1
Unit 2	on Level 1	P-2
Unit 3	on Level 1	P-3
Unit 4	on Level 1	P-4
Unit 5	on Level 1	P-5
Unit 6	on Level 1	P-6
Unit 7	on Level 1	P-7
Unit 8	on Level 1	P-8
Unit 9	on Level 1	P-9
Unit 10	on Level 1	P-10
Unit 11	on Level 1	P-11
Unit 12	on Level 1	P-12
Unit 13	on Level 1	P-13
Unit 14	on Level 1	P-14

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

The owners of **Units 1 to 15 and 17 to 21** both inclusive **on Level 2** and **Units 1 to 21** both inclusive **on Levels 3 to 16** both inclusive from which there is a direct access to those parts of the common elements designated as balcony, as illustrated in Part 1 on Sheet 3 of the description filed concurrently with the declaration, shall have the exclusive use and enjoyment of such balconies.

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

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

Date: 30 NOV., 2005
I. M. PATUSHAK LIMITED

Per: P. Hoffmann
Phillip Hoffmann, O.L.S.

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P04-14 C

SCHEDULE G

CERTIFICATE OF ARCHITECT OR ENGINEER

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

I certify that: MONDEO DEVELOPMENTS INC. 18 MONEO DRIVE

[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 15 day of DEC 2005

(signature)

O. ALADEMIR P.ENG

(print name)
(Strike out whichever is not applicable:
~~Architect~~
Professional Engineer)

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Condominium Act, 1998
MONDEO DEVELOPMENT INC.

SCHEDULE "G"

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

I certify that:

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

(Check whichever boxes are applicable)

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

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

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

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

   OR

   ☐ There are no underground garages.

5. ☑ All elevating devices as redefined 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 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 15th day of December, 2005.

Name: R. Varacalli, B.E.S., B.Arch. MOAA, MRAIC
Title: Partner
Burka Varacalli Architects

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