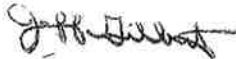


## Office Schedule

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## DECLARATION

## CONDOMINIUM ACT, 1998

**TORONTO STANDARD CONDOMINIUM PLAN NO.** 2415

**NEW PROPERTY IDENTIFIERS BLOCK** 76415

**RECENTLY :** ALL PIN 21058-0111

**DECLARANT :** ARAGON (LOGAN) DEVELOPMENT (ONTARIO) CORPORATION

**SOLICITOR :** ANDREW R. C. WEBSTER

**FIRM:** AIRD & BERLIS LLP

**Address:** 181 BAY STREET, SUITE 1800

TORONTO, ONTARIO

M5J 2T9

**Phone :** 416-863-1500 **Fax :** 416-863-1515

**No. OF UNITS** 714 X \$5.00 = \$3,570.00

**Fee:** \$70.00

## SHOWCASE DECLARATION

This Declaration is made pursuant to the provisions of the *Condominium Act*, S.O. 1998, c.19, by:

### ARAGON (LOGAN) DEVELOPMENT (ONTARIO) CORPORATION (the "Declarant")

The Declarant is the owner in fee simple of the lands and premises legally described in Schedule "A". The Declarant has constructed buildings on such lands containing 228 Dwelling Units, 201 Parking Units, 214 Storage Units, 70 Bicycle Units, 1 Guest Suite Unit and other facilities as described in this Declaration. The Declarant intends that said lands, buildings and other facilities shall be governed by the Act and that the registration of this Declaration and the Description will create a freehold condominium corporation that is a standard condominium corporation.

## ARTICLE 1 INTRODUCTION

### 1.1 Definitions

In this Declaration, the following terms shall have the following meanings:

**"Act"** means the *Condominium Act*, S.O. 1998, c.19 as amended or re-enacted from time to time and the regulations made thereunder.

**"Bicycle Unit"** means each of Units 135 to 169, inclusive, on Level A; Units 160 to 194, inclusive, on Level B. **"Bicycle Units"** means all of such Units.

**"Board"** means the board of directors of the Condominium.

**"By-laws"** means the by-laws of the Condominium enacted by the Board pursuant to the Act from time to time.

**"Condominium"** means the proposed residential condominium which is the subject of this Declaration.

**"common elements"** means all of the Property, except the Units.

**"common expenses"** means the costs and expenses of performing the objects and duties of the Condominium as described in Section 2.1 hereof.

**"common interest"** means the interest in the common elements appurtenant to a Unit.

**"Declarant"** means Aragon (Logan) Development (Ontario) Corporation and its successors and assigns.

**"Declaration"** means this Declaration made pursuant to the Act by the Declarant.

**"Description"** means the plans, specifications, diagrams, certificates and other documentation as specified by the Act and the regulations thereto which have been submitted by the Declarant along with this Declaration for registration in accordance with the Act.

**"Dwelling Unit"** means each of Units 1 to 20, inclusive, on Level 1; Units 1 to 35, inclusive, on Levels 2, 3, 4 and 6; Units 1 to 34, inclusive, on Levels 5 and 7. **"Dwelling Units"** means all of such Units.

**"Exclusive Use Common Elements"** means those parts of the common elements identified in Schedule "F" attached hereto.

**“Guest Suite Unit”** means Unit 21 on Level 1.

**“Insurance Trust Agreement”** means the agreement which may be entered into between the Condominium and the Insurance Trustee relating to the administration of insurance proceeds, as amended from time to time.

**“Insurance Trustee”** means the trust company, chartered bank or other corporation from time to time appointed by the Condominium for the purpose of administering insurance proceeds.

**“Lands”** means Block 45 on Plan 66M-2352, City of Toronto [PIN 21058-0111 (LT)].

**“Parking Unit”** means each of Units 1 to 88, inclusive, on Level A; and, Units 1 to 113, inclusive, on Level B. **“Parking Units”** means all of such Units.

**“Property”** means the lands, buildings, improvements and interests appurtenant to the lands described in Schedule “A” attached hereto and in the Description. In addition, the Property shall include any lands, buildings, improvements and interests appurtenant thereto which are added to the assets or common elements of the Condominium after the date of registration of the Condominium.

**“Rules”** means the rules passed by the Board of the Condominium from time to time and becoming effective pursuant to the Act.

**“Standard Unit”** means the standard unit for the class of unit to which the Unit in question belongs as contemplated by Section 89(4) of the Act and **“Standard Units”** means all of such Units.

**“Storage Unit”** means each of Units 22 and 23 on Level 1; Units 36 to 40, inclusive, on Levels 2, 3, 4 and 6; Units 35 to 39, inclusive, on Level 5; Units 35 to 37, inclusive, on Level 7; Units 89 to 134, inclusive, and Units 170 to 215, inclusive, on Level A; Units 114 to 159, inclusive, and Units 195 to 240, inclusive, on Level B. **“Storage Units”** means all of such Units.

**“Unit”** means a Dwelling Unit, Parking Unit, Storage Unit, Bicycle Unit and/or Guest Suite Unit, where the context so requires. **“Units”** means all of such Units.

## **1.2 Statement of Intention**

The Act governs the Property (and all interests appurtenant thereto), as the Property and interests are described in Schedule “A” and the Description.

## **1.3 Type of Condominium**

The Condominium is a freehold condominium corporation that is a standard condominium corporation.

## **1.4 Consent of Encumbrancers**

The consent of all persons having registered mortgages against the Property or interests appurtenant to the Property are contained in Schedule “B” attached hereto.

## **1.5 Boundaries of Units and Monuments**

The monuments controlling the extent of the Units are the physical surfaces described in Schedule “C”. Notwithstanding the boundaries of any Unit described in Schedule “C” and notwithstanding any other term or provision of this Declaration to the contrary, it is expressly stipulated and declared as follows:

- (a) Each Dwelling Unit and the Guest Suite Unit shall include all pipes, wires, cables, conduits, ducts and mechanical, electrical or similar apparatus that supply any service to that particular Unit only and that lie within or beyond the boundaries of the Unit more particularly described in Schedule “C” and shall specifically include the following:

- (i) the plumbing, heating, air conditioning and ventilation systems servicing only such Unit (regardless of whether such equipment, fixtures and apparatus are installed or located within or beyond the boundaries of the Unit); and
  - (ii) all electrical receptacles, intercom and alarm controls, smoke and carbon monoxide detectors, ventilation fan units, lighting fixtures 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 such Unit).
- (b) Each Dwelling Unit and the Guest Suite Unit shall exclude the following:
  - (i) all concrete, concrete block or masonry portions of load-bearing walls, columns or floor slabs located within such Unit;
  - (ii) all pipes, wires, cables, conduits, ducts, flues and plumbing, mechanical, electrical or similar apparatus that supply any service to more than one Unit or to the common elements or that are located within the boundaries of any particular Dwelling Unit but which do not service that particular Unit;
  - (iii) all branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system of the Condominium; and
  - (iv) all exterior doors (including the suite entrance door), door frames, windows, window frames and associated hardware (such as door and/or window handles, locks, hinges and peepholes).
- (c) Each Parking Unit, Storage Unit and Bicycle 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, air conditioning or ventilation equipment, ducts, flues, shafts and/or controls (whether located within or beyond any walls or floors which may comprise part of the boundaries of any such Unit); any concrete columns, concrete walls, load-bearing walls or floor slabs which may be located within (or comprise part of) the boundaries of any such Unit; any fire hose cabinets and steel guardrail abutting (or affixed to, or hanging from) any such columns or walls; and, any additional floor surfacing (such as a protective membrane and/or coating) which may be located within the boundaries of any such Unit. Each Parking Unit shall include any overhead garage door or other similar apparatus which exclusively services such Unit.

#### **1.6 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 contribute to the common expenses in the proportion set forth opposite the Unit number(s) of such owner in Schedule "D" attached hereto. The total of the proportions of common interests and the percentage contributions to the common expenses shall be 100%.

#### **1.7 Exclusive Use Common Elements**

Subject to the provisions of the Act and this Declaration, the owners of certain Dwelling Units shall have the exclusive use of those parts of the common elements designated in Schedule "F" attached hereto, it being understood that the exclusive use enjoyed by such Unit owners may be regulated by the Act, By-laws and/or the Rules of the Condominium. In addition, the Condominium shall have a right of access to the Exclusive Use Common Elements at all reasonable times to perform repairs, additions, alterations or improvements thereto.

### **1.8 Approval Authority Requirements**

The following conditions have been imposed by the approval authority and are required to be included in this Declaration:

- (a) All owners are advised that visitor parking spaces are part of the common elements of the Condominium. Visitor parking spaces shall only be used by guests of owners/occupants residing in the Condominium. Visitor parking spaces shall not be sold or otherwise disposed of to any owner/occupant. Visitor parking spaces shall not form part of the Exclusive Use Common Elements.
- (b) Certain Parking Units will be designated as handicapped parking in accordance with the requirements of the City of Toronto. Such handicapped parking units shall be subject to the restriction that, in the event that a "disabled driver" as defined in the regulations to the Highway Traffic Act (Ontario), including a driver whose license plate incorporates the international symbol for the disabled, purchases a Dwelling Unit and a Parking Unit which is not designated as a handicapped parking unit, the owner or person occupying the handicapped parking unit which is closest to the Parking Unit acquired by such disabled driver (provided such person is not also handicapped) shall, on notice from the Board and at the request of such disabled driver, transfer and exchange the right of use with respect to the handicapped parking unit for the Parking Unit which has been acquired by the disabled driver for nil consideration; however, all reasonable costs and expenses of the owner of the handicapped parking unit shall be for the account of the disabled driver. The right of such disabled driver to use such handicapped parking unit shall continue for the full period of his residency in the Condominium. The owner of the handicapped parking unit and the disabled driver shall enter into a license agreement to reflect this arrangement. The sale, transfer, mortgage or other conveyance, lease or license of any handicapped parking unit shall be subject to the foregoing restriction. For greater certainty, this provision shall not apply to an individual with a temporary disability. In the event that there is any dispute regarding the interpretation of the term "temporary disability", the matter shall be resolved by the Board in its sole and absolute discretion.

### **1.9 Mailing Address and Address for Service**

The address for service and mailing address of the Condominium shall be c/o FirstService Residential, Unit 200, 89 Skyway Avenue, Toronto, ON, M9W 6R4 or such other address as the Condominium may determine by resolution of the Board.

### **1.10 Interpretation**

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

## **ARTICLE 2 COMMON EXPENSES**

### **2.1 Specification of Common Expenses**

Common expenses means the costs and expenses of performing the objects and duties of the Condominium and, without limiting the generality of the foregoing, shall include those expenses specified as common expenses in the Act and those expenses described in Schedule "E" attached hereto.

### **2.2 Payment of Common Expenses**

Each owner shall pay to the Condominium his proportionate share of the common expenses. The assessment and collection of the common expenses from each owner may be regulated by the Board pursuant to the By-laws of the Condominium. Any losses, costs, damages or expenses incurred by the Condominium in collecting common

expenses from any owner or by reason of any breach of any provision of this Declaration, the By-laws or the Rules by any owner or any tenant, occupant or invitee of such owner shall be paid for by such owner forthwith after written demand and such amount may be added to the monthly contribution toward common expenses applicable to such owner and shall be treated in all respects as common expenses applicable to such owner and shall be recoverable as such (with corresponding lien rights in favour of the Condominium).

### **2.3 Payment of Other Amounts**

Forthwith after written demand, each owner shall pay to the Condominium all other amounts payable by such owner pursuant to this Declaration, the By-laws, the Rules and/or the Act. All such costs shall be added to the monthly contribution toward common expenses applicable to such owner and shall be treated in all respects as common expenses applicable to such owner and shall be recoverable as such (with corresponding lien rights in favour of the Condominium). All amounts owing by an owner to the Condominium shall bear interest at the rate of prime plus 5% per annum until paid by the owner.

### **2.4 Reserve Fund**

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

No part of a reserve fund shall be used except for the purposes for which the reserve fund was established. Each reserve fund shall constitute an asset of the Condominium and shall not be distributed to any owner except on termination of the Condominium.

### **2.5 Status Certificate**

The Condominium shall, upon request, provide the requesting party with a status certificate and accompanying statements and information in accordance with the Act. The Condominium shall forthwith provide the Declarant with a status certificate and all accompanying statements and information as may be requested from time to time by or on behalf of the Declarant in connection with a sale or mortgage of any Unit, all at no charge or fee to the Declarant.

### **2.6 Performance Audit**

The Condominium shall arrange for a performance audit of the common elements of the Condominium prior to the first anniversary of the registration date of the Condominium. The Condominium acknowledges that the first year budget makes specific reference to the estimated cost of retaining the consultant to conduct the performance audit. This estimate has been based on a price negotiated by the Declarant with a duly qualified and independent third party consultant. The Condominium shall not be restricted to retaining such consultant; however, in the event that the Condominium retains an alternative consultant to complete the performance audit at a cost in excess of the amount specified in the budget, the Declarant shall not be responsible for any costs to the Condominium in excess of the amount designated in the budget for the purpose of calculating the Declarant's obligation to the Condominium (if any) pursuant to Section 75(2) of the Act.

### **2.7 Reserve Fund Study**

The Condominium shall arrange for a reserve fund study prior to the first anniversary of the registration date of the Condominium. The Condominium acknowledges that the first year budget makes specific reference to the estimated cost of retaining a qualified consultant to conduct the reserve fund study. This estimate has been based on a price negotiated by the Declarant with a qualified and independent third party consultant. The Condominium shall not be restricted to retaining such consultant; however, in the event that the Condominium retains an alternative consultant to complete the reserve fund study at a cost in excess of the amount specified in the budget, the Declarant shall not be

responsible for any costs to the Condominium in excess of the amount designated in the budget for the purpose of calculating the Declarant's obligation to the Condominium (if any) pursuant to Section 75(2) of the Act.

## **2.8 Financial Audit**

The Condominium shall retain the services of a qualified and independent chartered accountant or auditor to prepare audited financial statements as of the last day of the month in which the turnover meeting is held. Such financial statements shall be delivered by the Declarant to the Board within 60 days after the turnover meeting in accordance with Section 43(7) of the Act and such financial statements shall be prepared at the expense of the Condominium. The first year budget makes specific reference to the estimated cost of retaining the chartered accountant or auditor to prepare the audited financial statements. This estimate has been based on a price negotiated by the Declarant with a duly qualified and independent third party chartered accountant. The Condominium shall not be restricted to retaining such accountant; however, in the event that the Condominium retains an alternative accountant to complete the audited financial statements at a cost in excess of the amount specified in the budget, the Declarant shall not be responsible for any costs to the Condominium in excess of the amount designated in the budget for the purpose of calculating the Declarant's obligation to the Condominium (if any) pursuant to Section 75(2) of the Act.

## **ARTICLE 3 COMMON ELEMENTS**

### **3.1 General Use of Common Elements**

The use, occupation and enjoyment of the common elements shall be in accordance with the following restrictions and stipulations:

- (a) Except as otherwise provided by and subject to the provisions of the Act, this Declaration, the By-laws and the Rules, each owner may make reasonable use of, occupy and enjoy the whole or any part of the common elements, excluding the Exclusive Use Common Elements which shall be used only by the owners of such Dwelling Units to which the Exclusive Use Common Elements are allocated in Schedule "F" attached hereto and their tenants, occupants and invitees. No condition shall be permitted to exist and no activity shall be conducted in any Unit or on the common elements that is likely to injure any person, damage the Property or impair the structural integrity of any building, or that will unreasonably interfere with the use or enjoyment by other owners of the common elements and/or their Units, or that results in the cancellation or threatened cancellation or increased premium of any policy of insurance maintained by the Condominium. In the event that any owner or his tenants, occupants or invitees contravenes this section and thereby causes any latent or patent damage to the Property or to any person, or causes the cancellation of any insurance policy or an increase of any insurance premium, such owner shall pay and fully reimburse the Condominium for all costs and expenses incurred by the Condominium to redress or to rectify such damage (including the entire deductible amount with respect to any insurance policy availed by the Condominium) and for all increased insurance costs and for all other costs, damages, expenses and liabilities suffered or incurred by the Condominium as a result thereof and such amount may be recovered by the Condominium against such owner in the same manner as common expenses.
- (b) No owner shall make any addition, alteration, improvement, installation on or change to the common elements, including the Exclusive Use Common Elements, without the prior written approval of the Board and compliance with Section 98 of the Act. Without limiting the generality of the foregoing, any approved change shall be the subject of an agreement as contemplated by Section 98(1)(b) of the Act between the owner and the Condominium which shall be prepared by the solicitor acting for the Condominium and shall be registered against title to the owner's Unit, all at the sole cost and expense of the owner.

- (c) Notwithstanding any other provision of this Declaration and notwithstanding any Rules or By-laws of the Condominium to the contrary, the Declarant shall have the right to erect and maintain temporary signs and a sales office on any part of the common elements having such dimensions and at such locations as the Declarant may determine in its sole and absolute discretion. The Condominium shall have no right to charge the Declarant for the use of such space or the utilities supplied. The Condominium shall not interfere with and shall ensure the continued supply of all necessary utility services. The Condominium shall, at the Declarant's request and without compensation, provide its written approval to any application made by the Declarant for a permit allowing the erection and maintenance of signs and/or a sales office. The Declarant and its employees, agents, invitees and prospective Purchasers shall have free and uninterrupted access to and egress from the common elements for any purpose relating to the Declarant's marketing program. The Declarant's rights expressed in this subsection shall continue and shall be enforceable by the Declarant against the Condominium until such date as the Declarant has sold, transferred or otherwise conveyed all Dwelling Units in the Condominium. The Condominium shall not enact any By-laws, pass any Rules or take any other action which may interfere with, restrict or detract from the Declarant's rights expressed above.
- (d) Notwithstanding any other provision of this Declaration and notwithstanding any Rules or By-Laws of the Condominium to the contrary, the Declarant shall have the right to install a sign or signs on any part of the common elements (including, without limiting the generality of the foregoing, the ramp leading to the parking garage, visitor parking area, roof, mechanical penthouse, lobby and courtyard areas of the building). The Declarant, in its sole and absolute discretion, shall have the right to determine the design, message and locations of such signage. In no event shall the Condominium charge the Declarant for the use of the space which any sign occupies nor shall the Condominium disconnect any sign from the Condominium's power supply. The Declarant shall have the right to assign, license, transfer or otherwise convey its signage rights (in whole or in part) to any third party without notice to or consent from the Condominium. If any signage relates specifically to the Condominium, the development of the Lands or the Showcase project, then such signage shall form part of the common elements and the Condominium shall be responsible for all costs associated with operating, maintaining and repairing such signage.
- (e) The Declarant and its employees, agents, contractors and invitees shall have unrestricted access to and use of the common elements for the purpose of installing and completing all improvements to the Property including, without limiting the generality of the foregoing, any signage permitted by Section 3.1(d) and the completion of such improvements shall not be subject to the provisions of Sections 97 or 98 of the Act.
- (f) Notwithstanding any other provision of this Declaration and notwithstanding any Rules or By-Laws of the Condominium to the contrary, the Declarant and its employees, agents, contractors and invitees shall have the right to maintain a construction office on any portion of the common elements. The Condominium shall have no right to charge the Declarant for the use of such space or the utilities supplied to the construction office. The Condominium shall not interfere with and shall ensure the continued supply of all necessary utility services to the construction office. The Declarant's rights expressed above shall continue and shall be enforceable by the Declarant against the Condominium until such date as the Declarant has completed all aspects of the construction and development of the Lands. The Condominium shall not enact any By-laws, pass any Rules or take any other action which may interfere with, restrict or detract from the Declarant's rights expressed above.
- (g) No owner, or his tenants, occupants or invitees shall, by any conduct or activity conducted in or on any part of the common elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to this Declaration.



- (h) Owners and their families, tenants, occupants, guests and invitees shall comply with the Rules prescribed from time to time governing the use of the common elements.
- (i) No owner or occupant of a Dwelling Unit shall park in a visitor parking space or on any portion of the common elements designated in the Description as visitor parking or on any Parking Units owned by the Condominium and designated by the Condominium from time to time as visitor parking. Visitor parking spaces shall only be used for temporary parking by guests and invitees of the owners and occupants of Dwelling Units in the Condominium. This restriction shall not apply to the Declarant or its employees, agents and invitees or to prospective purchasers or to the property manager or its employees, agents and invitees, which persons may use the visitor parking spaces for temporary parking purposes.

### **3.2 Balconies, Terraces and Exclusive Use Areas**

In order to maintain the integrity of the original design and architectural features of the Condominium, each owner covenants and agrees to comply with the following restrictions relating to balconies, terraces and exclusive use areas:

- (a) No balcony, terrace or exclusive use area shall be used for storage purposes. Without limiting the generality of the foregoing, bicycles shall not be stored (temporarily or permanently) on any balcony, terrace or exclusive use area.
- (b) Hanging or drying clothes is prohibited.
- (c) Hanging flags are prohibited.
- (d) Water features and fountains are prohibited.
- (e) Only seasonal furniture shall be allowed on any balcony, terrace or exclusive use area. All such items shall be safely secured in order to prevent such items from being blown off by high winds.
- (f) Installation of satellite dishes (fixed or otherwise) is prohibited.
- (g) Bird feeders are prohibited.
- (h) No owner, occupant or tenant shall do or permit anything to be done on a balcony, terrace or exclusive use area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by other owners and/or occupants. Without limiting the generality of the foregoing, nothing shall be thrown from or swept out of any window, door, patio, balcony (such as cigarette butts, garbage or other debris) and no mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door, patio or balcony.
- (i) Barbequing is prohibited on any balcony, terrace or exclusive use area associated with any Dwelling Unit.
- (j) Speakers are prohibited on all outdoor balconies and terraces.
- (k) No permanent awnings or shades shall be erected over or outside of any balcony, terrace or exclusive use area without the prior written consent of the Board and compliance with Section 98 of the Condominium Act.
- (l) No alterations shall be permitted to any balcony, terrace or exclusive use area (including, without limitation, permanent enclosure) without the prior written consent of the Board and compliance with Section 98 of the Condominium Act.
- (m) No owner shall apply any paint, stucco, wallpaper, varnish, stain or other finishes or alter the colour, texture and/or materials of any balcony, terrace or exclusive use area without the prior written consent of the Board and compliance with Section 98 of the Condominium Act.

- (n) Installation of any carpet or other floor covering (affixed or otherwise) is prohibited.
- (o) Installation of landscaping which has potential to obstruct the view from any other unit or which exceeds the designed load bearing capacity is prohibited.
- (p) Each owner shall be responsible for watering and maintaining all flowers, plants, planter boxes, trees, shrubs and other landscaping features located within his balcony, terrace or exclusive use area in accordance with applicable standards prescribed by the Board. Owners shall select plant materials which enhance the appearance of the Condominium.
- (q) Each owner shall be responsible for any damage to the waterproofing, weatherproofing or insulation caused by the owner's negligence or wilful misconduct and any resulting damage to any other Dwelling Unit or the common elements of the Condominium.
- (r) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any balcony, terrace, patio, Exclusive Use Common Element or any other part of the common elements of the Condominium. This restriction shall not apply to the Declarant.

The Board shall have the right to require the removal of anything which contravenes this provision, it being the intent of the Condominium to maintain and an aesthetically appealing and uniform appearance with respect to the Condominium. If an owner defaults with respect to any of his/her obligations pursuant to this provision, then the Condominium may perform any of these functions and all costs and expenses incurred by the Condominium shall be paid by the defaulting owner forthwith after written demand and such amount may be added to the monthly contribution toward common expenses applicable to such owner and shall be treated in all respects as common expenses applicable to such owner and shall be recoverable as such (with corresponding lien rights in favour of the Condominium).

### **3.3 Pets**

All pets shall be registered with the property manager (which registration may involve photo identification). When on the common elements, all animals or pets must be kept on a leash. Owners shall be responsible for cleaning up after their pets. Owners and occupants shall also be responsible for properly cleaning and drying their pets after outdoor activities prior to entering the building. In the event that any animal or pet is deemed to be a nuisance by the Board or the property manager appointed by the Board, in the sole and absolute discretion of such party, then the owner or occupant shall permanently remove such pet or animal from the common elements, his unit and the property within two weeks of receiving written notice from the Board or property manager requesting removal of such pet or animal. For greater certainty, any pet which habitually urinates or defecates on the common elements (including exclusive use common elements) or which habitually causes a disturbance to any other owner or occupant of the Condominium shall be deemed to be a nuisance and the owner or occupant shall permanently remove such pet from the property within two weeks of receiving written notice. In the event that an owner or occupant fails to comply with this provision, all costs and expenses incurred by the Condominium in connection with the enforcement of this provision against the owner or occupant (including, without limiting the generality of the foregoing, all legal costs) shall be paid by such owner or occupant forthwith on written demand from the Condominium. In the event that an owner or occupant fails to pay such costs and expenses, the outstanding amount plus interest calculated at the rate of prime plus 5% per annum may be recovered by the Condominium against such owner or occupant in the same manner as common expenses.

### **3.4 Restricted Access to Service and Utility Areas**

With the exception of the Declarant and its employees, agents, contractors and invitees, no owner of any Dwelling Unit shall, without the prior written consent of the Board or the property manager, have any right of access to those parts of the common elements

designated or used from time to time as utility areas, maintenance areas, Declarant's sales or construction offices, any area used for operating or storing machinery, or any other parts of the common elements used for the care, maintenance or operation of the Property. The property manager shall be given a key to each door in the Condominium for emergency access purposes.

### **3.5 Modification of Common Elements and Assets**

The Condominium may make any addition, alteration or improvement to the common elements, any change in the assets of the Condominium or any change in any service that the Condominium provides to the owners provided that any such addition, alteration, improvement or change is made in compliance with the Act.

## **ARTICLE 4 UNITS**

### **4.1 General Restrictions**

Each owner covenants and agrees to comply with the following general restrictions relating to the use and occupation of each Unit:

- (a) No Unit shall be occupied and used by any owner, or his tenants, occupants or invitees, in a manner that is likely to damage or injure any person or property (including any other Unit or any portion of the common elements), or in a manner that may impair the structural integrity (either latently or patently) of any other Unit and/or the common elements, or in a manner that will unreasonably interfere with the use or enjoyment by other owners of the common elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy maintained by the Condominium, or that may increase any insurance premiums, or that may result in a breach of any provision of this Declaration, the Act, the By-laws or the Rules. In the event that any owner, or his tenants, occupants or invitees contravenes this section, such owner shall be personally liable to pay and fully reimburse the Condominium for all costs incurred in order to redress or rectify such damage or injury, for all increased insurance costs payable by the Condominium and for all other costs, damages, expenses and liabilities suffered or incurred by the Condominium as a result thereof and such amount may be recovered by the Condominium against such owner in the same manner as common expenses.
- (b) The owner of each Unit shall comply with and shall require his family, tenants, occupants and invitees to comply with the Act, this Declaration, the By-laws and the Rules.
- (c) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any Unit. This restriction shall not apply to the Declarant.
- (d) Except as otherwise expressly stated herein, no awnings or shades shall be erected over or outside of the windows of any Dwelling Unit or any Exclusive Use Common Elements without the prior written consent of the Board and no decorating or painting shall be done to any outside area, exterior surface or exterior door without the prior written consent of the Board. The window side (facing the exterior) of all drapes, blinds or other window coverings installed in a Dwelling Unit shall be white or off-white in colour. No change shall be made in the colour of any exterior glass, window, door or screen of any Dwelling Unit except with the prior written consent of the Board. The Board shall have the right to require the removal of anything which contravenes this provision, it being the intent of the Condominium to maintain an aesthetically appealing and uniform appearance with respect to the buildings and improvements which are a part of the Condominium.
- (e) Notwithstanding any other provision of this Declaration, the Declarant shall have the right to complete the construction of all buildings and improvements to the

Property. The Declarant shall also have the right to use unsold Dwelling Units as model or show suites. The Declarant's rights expressed in this subsection shall continue and shall be enforceable by the Declarant against the Condominium until such date as the Declarant has sold, transferred or otherwise conveyed all Dwelling Units in the project. The Condominium shall not enact any By-laws, pass any Rules or take any other action which may interfere with, restrict, or detract from the Declarant's rights expressed above.

- (f) Without the prior consent in writing of the Board, no owner of a Dwelling Unit, Parking Unit, Storage Unit and/or Bicycle Unit shall make any structural change or alteration to his Unit, and without limiting the generality of the foregoing, to any boundary wall, load bearing partition wall, floor, heating, air conditioning, plumbing or electrical installations or make any change to any door, window, toilet, bathtub, shower, wash basin or sink forming part of a Unit, without the prior written consent of the Board and compliance with Section 98 of the Act. Any approved change shall be the subject of an agreement between the owner and the Condominium which shall be prepared by the solicitor acting for the Condominium and shall be registered against title to the owner's Unit, all at the sole cost and expense of the owner. This provision shall not require any owner to obtain the consent of the Board for the purpose of painting or decorating his Dwelling Unit or making repairs for which the owner is responsible pursuant to this Declaration. Approved changes or improvements may not be part of the standard unit definition for that class of Unit and, consequently, should be separately insured by the owner.
- (g) Notwithstanding any other provision of this Declaration, the Declarant shall be entitled to redesign any unsold Unit or Units, including the erection, removal or alteration of any internal walls within a Unit and/or the alteration and removal in whole or in part of a vertical boundary wall between two horizontally adjoining Units and/or cut a hole in the floor slab between two vertically adjoining Units without the prior consent of the Condominium. The Declarant shall, however, deliver to the Condominium the plans and specifications detailing the location, materials and method of construction and installation of such work and the Declarant shall comply with all relevant municipal and other governmental by-laws, rules and regulations in completing any such alterations to the unsold Units.

#### **4.2 Dwelling Units**

Each Dwelling Unit shall be used and occupied only for those residential purposes and live/work purposes permitted by the applicable zoning by-laws relating to the Property, as amended from time to time, and subject at all times to compliance with the general restrictions and the rights of the Declarant expressed in Section 4.1 hereof.

#### **4.3 Parking Units**

Each Parking Unit shall be used and occupied only for motor vehicle parking purposes in strict accordance with the restrictions imposed by this Declaration and by the Rules of the Condominium. For the purpose of this Declaration, the term "motor vehicle" shall mean a private passenger automobile, van, sport utility vehicle, pick-up truck, motorcycle and such other types of vehicles as may be permitted by the Board from time to time. Each Parking Unit shall be used for parking one motor vehicle only. The owner or occupant of each Parking Unit acknowledges and agrees that his motor vehicle must fit entirely within the boundaries of the Parking Unit to which it is allocated, leaving sufficient space so that the doors on both sides of the motor vehicle can be opened and closed without risk of damage to the motor vehicles parked in adjacent Parking Units. In the event that a motor vehicle does not comply with this restriction, the offending owner or occupant shall permanently remove such motor vehicle from the Parking Unit and the Property within two weeks of receiving written notice from the Board or the property manager. In the event that an owner or occupant fails to comply with this provision, all costs and expenses incurred by the Condominium in connection with the enforcement of this provision against the owner or occupant (including, without limiting the generality of the foregoing, all legal fees costs) shall be paid by such owner or occupant forthwith on written demand from the Condominium. In the event that an owner or occupant fails to

pay such costs and expenses, the outstanding amount plus interest calculated at the rate of prime plus 5% per annum may be recovered by the Condominium against such owner or occupant in the same manner as common expenses.

The owner or occupant of each Parking Unit shall maintain such Parking Unit in a clean and broom-swept condition. Notwithstanding the foregoing, the Condominium may provide in its annual budget for the cleaning and sweeping of Parking Units. The Condominium and/or the Declarant (and any person authorized by them) shall be permitted to enter all Parking Units at all times when necessary to gain access to mechanical, electrical and service areas and for garage sweeping and repairs. Owners and occupants acknowledge that they may be required to vacate their Parking Units and the garage to facilitate periodic cleaning and repairs on reasonable notice from the Condominium. In this event, the Condominium shall not be responsible for costs or expenses incurred by any owner or occupant for alternative parking during the cleaning/repair period. In addition, if an owner or occupant fails to remove his motor vehicle when required by the Condominium, then the Condominium shall have the right to remove the motor vehicle. All costs incurred by the Condominium in this regard may be recovered by the Condominium against the owner of the Parking Unit in the same manner as common expenses. No owner or occupant shall enclose any Parking Unit or part thereof in any manner whatsoever unless expressly approved by the Board.

Notwithstanding any other provision of this Declaration, in the event that the Condominium becomes the owner of any Parking Unit, the Board may, from time to time, designate such Parking Unit for alternative uses, provided that such alteration of use is in accordance with the requirements of the Act and the by-laws of the City of Toronto.

#### **4.4 Storage Units**

Storage Units shall be used only for storage purposes by owners and occupants. No combustible materials, offensive goods or perishable foods may be stored in any Storage Unit. Nothing shall be stored in any Storage Unit that may constitute a nuisance or danger to any owner, any Unit or the common elements and nothing shall be stored in any Storage Unit which may result in the violation or contravention of any applicable by-law or regulation imposed by any governmental or non-governmental authority having jurisdiction with respect to such matters.

Notwithstanding any other provision of this Declaration, in the event that the Condominium becomes the owner of any Storage Unit, the Board may, from time to time, designate such Storage Unit for alternative uses, provided that such alteration of use is in accordance with the requirements of the Act and the by-laws of the City of Toronto.

#### **4.5 Bicycle Units**

Bicycle Units may be used for bicycle parking purposes. Nothing shall be stored in any Bicycle Unit that may constitute a nuisance or danger to any owner, any Unit or the common elements and nothing shall be stored in any Bicycle Unit which may result in the violation or contravention of any applicable by-law or regulation imposed by any governmental or non-governmental authority having jurisdiction with respect to such matters.

Notwithstanding any other provision of this Declaration, in the event that the Condominium becomes the owner of any Bicycle Unit, the Board may, from time to time, designate such Bicycle Unit for alternative uses, provided that such alteration of use is in accordance with the requirements of the Act and the by-laws of the City of Toronto.

#### **4.6 Transfer Restrictions on Parking Units, Storage Units and Bicycle Units**

No Parking Unit, Storage Unit or Bicycle Unit shall be sold, leased, charged, transferred or otherwise conveyed except in accordance with the following:

- (a) Any or all of the Parking Units, Storage Units and/or Bicycle Units in the Condominium may be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Unit provided that:

- (i) No owner shall convey title to his Dwelling Unit without also conveying title to all Parking Units, Storage Units and/or Bicycle Units associated with such Dwelling Unit. This restriction shall not apply to the Declarant.
  - (ii) Parking Units, Storage Units and/or Bicycle Units shall only be owned by the Condominium, Declarant and owners of Dwelling Units in the Condominium. In the event that the registered owner of a Parking Unit, Storage Unit and/or Bicycle Unit does not fall within one of these categories, such owner shall, forthwith after delivery of written notice from the Condominium, transfer and convey such Parking Unit, Storage Unit and/or Bicycle Unit to a party authorized by this provision. In the event that such owner fails to comply with this provision, then the Condominium shall have the right to deny access to the relevant Parking Unit, Storage Unit and/or Bicycle Unit. All costs and expenses incurred by the Condominium in connection with the enforcement of this provision against such owner (including, without limiting the generality of the foregoing, all legal costs) shall be paid by such owner forthwith on written demand from the Condominium. In the event that such owner fails to pay such costs and expenses, the outstanding amount plus interest calculated at the rate of prime plus 5% per annum may be recovered by the Condominium against such owner in the same manner as common expenses.
  - (iii) Any sale, transfer, assignment or other conveyance of any Parking Unit, Storage Unit and/or Bicycle Unit shall be made only to the Condominium, Declarant or an owner of a Dwelling Unit in the Condominium.
  - (iv) Any lease of a Parking Unit, Storage Unit and/or Bicycle Unit shall be made only to the Condominium, Declarant or to an owner and/or tenant of a Dwelling Unit in the Condominium provided, however, that if any Parking Unit, Storage Unit and/or Bicycle Unit is leased to a tenant as described above, then the term of the lease relating to the Parking Unit, Storage Unit and/or Bicycle Unit shall not extend beyond the term of the tenancy in respect of such Dwelling Unit.
- (b) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of a Parking Unit, Storage Unit and/or Bicycle Unit in contravention of any of the foregoing provisions of this section shall be automatically null and void and of no force and effect and any lease of any Parking Unit, Storage Unit and/or Bicycle Unit shall automatically be deemed and construed to be amended in order to comply with the foregoing provisions of this section.

#### **4.7 Leasing of Dwelling Unit, Parking Unit, Storage Unit and/or Bicycle Unit**

As prescribed by Section 83 of the Act, in the event that an owner leases his Dwelling Unit, Parking Unit, Storage Unit and/or Bicycle Unit (or renews any such lease), the owner shall, within 30 days of entering into a lease or any renewal thereof:

- (a) notify the Condominium in writing that the Unit has been leased;
- (b) provide the Corporation with the tenant'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 prescribed by Section 40 of Ontario Regulation 49/01 pursuant to the Act; and
- (c) provide the tenant with a copy of this Declaration, along with copies of the By-laws and Rules of the Condominium.

If a lease of a Unit is terminated and not renewed, the owner of the Unit shall notify the Condominium in writing. In addition, no owner shall lease his Unit unless he delivers to the Condominium the following covenant signed by each lessee:

I hereby acknowledge and agreed that I will, in using the Dwelling Unit, Parking Unit, Storage Unit and/or Bicycle Unit rented by me and the common elements, comply with the Condominium Act, the Declaration, the By-laws and the Rules of the Condominium during the term of my tenancy. I hereby acknowledge that I will be subject to the same duties imposed by the Condominium Act, the Declaration, the By-laws and the Rules as if I was an owner of the Unit, except for the payment of common expenses (unless otherwise directed by the Condominium as a result of a default in the payment of common expenses by the Unit owner). In addition, I will ensure that my family, guests, visitors, agents, permitted sub-tenants and invitees shall also comply with the Condominium Act, the Declaration, the By-laws and the Rules of the Condominium.

Until the Condominium has received such statement duly completed and executed by each tenant and the information referred to above, the Condominium shall be under no obligation whatsoever to permit or provide access by any proposed tenant to the common elements or Unit.

#### **4.8 Tenant's Liability**

No tenant shall be liable for the payment of common expenses unless notified in writing by the Condominium that the owner is in default of payment of common expenses and requiring said tenant to pay to the Condominium an amount equal to the defaulted payment, which may include interest and costs, in which case the tenant shall deduct from the rent otherwise payable to the owner an amount equal to the defaulted payment and the tenant shall pay same to the Condominium notwithstanding any term or provision of his lease to the contrary.

#### **4.9 Owner's Liability**

Any owner leasing his Unit shall not be relieved from any of his obligations with respect to his Unit by virtue of leasing same, which obligations shall be joint and several with his tenant.

#### **4.10 Guest Suite Unit**

The Condominium has one guest suite (Unit 21 on Level 1) which may be used by overnight guests of residents in the Condominium. The guest suite shall consist of one bedroom, a bathroom and no cooking facilities. The Condominium may charge a per diem fee (room rate plus cleaning charge) for use of the guest suite.

As indicated in the Budget, the Condominium shall purchase from the Declarant the Guest Suite Unit for a purchase price of \$226,000 inclusive of HST. The purchase price shall be paid and secured by the Condominium giving a first mortgage to the Declarant (or a company designated by the Declarant), which mortgage shall be registered against title to the Guest Suite Unit. The mortgage shall bear interest at the rate equal to 4% over the 10-year Government of Canada bond yield in effect one month prior to the date of registration of the Condominium. The mortgage shall have a term of 10 years. The actual monthly payments will be determined just prior to the date of registration of the Condominium based on the Government of Canada bond yield in effect on such date. The Condominium shall pay to the Declarant monthly blended payments of principal and interest so that the amount owing is amortized over the 10 year term and is fully repaid at the expiry of the term.

The mortgage shall immediately be due and payable in full in the event that the Condominium subsequently transfers or otherwise conveys the Guest Suite Unit. The mortgage shall be fully open for repayment without notice, bonus or penalty. The Condominium shall pay all realty taxes, common expenses, utility costs and other costs relating to the use and operation of the guest suite. The Condominium shall pay all legal costs, registration fees, land transfer tax and other expenses associated with the transfer and mortgage of the guest suite described above. All costs and expenses associated with the acquisition, operation, repair, maintenance and cleaning of the guest suite shall be part of the common expenses of the Condominium. The Condominium may require owners to pay a fee for use of the guest suite and the amount of such fee shall be

determined by the Board from time to time, in its sole and absolute discretion. All revenue generated by the guest suite shall belong to the Condominium. The Condominium shall be responsible to ensure that the guest suite is properly cleaned and maintained including linens, blankets, furniture and other contents.

## **ARTICLE 5 MAINTENANCE AND REPAIR OBLIGATIONS**

### **5.1 Maintenance and Repairs to Units and Exclusive Use Common Elements**

Each owner shall maintain his Unit and the Exclusive Use Common Elements associated with his Unit, at his own expense. Subject to the provisions of this Declaration and the Act, each owner shall repair any damage to his Unit and the Exclusive Use Common Elements associated with his Unit, at his own expense. Without limiting the generality of the foregoing, each owner shall:

- (a) maintain and clean the interior surface of all doors and windows of his Unit and the exterior of all windows and doors safely accessible from his patio, balcony and/or terrace;
- (b) maintain and repair the balcony, terrace or exclusive use area (other than structural repairs) to which his Unit has direct access, provided such maintenance and repairs shall be performed to a standard acceptable to the Condominium, by a contractor approved by the Condominium and in accordance with the provisions of Section 3.2;
- (c) maintain and repair the hot and cold water service piping and fixtures within his Unit boundary and serving his Unit only, provided such maintenance and repairs shall be performed by a contractor approved by the Condominium;
- (d) maintain and repair the heating, air conditioning and ventilation equipment serving his Unit exclusively, provided such maintenance and repairs shall be performed by a contractor approved by the Condominium. For greater certainty, cleaning and replacing air filters in accordance with the manufacturer's standards and specifications shall be performed by each owner. Notwithstanding the foregoing, the Condominium reserves the right to perform the owner's obligations expressed in this subparagraph, in its sole and absolute discretion. In this event, all costs and expenses incurred by the Condominium shall be common expenses applicable to the Unit with respect to which the work is performed;
- (e) maintain and repair bathtub enclosures, piping seals and gaskets, tiles, shower stalls, ceiling and exhaust fans and fan motors located in the kitchen and bathroom areas of the Unit, provided such maintenance and repairs shall be performed by a contractor approved by the Condominium;
- (f) maintain, repair and replace all kitchen appliances, washer/dryer and other appliances located within the Unit, provided such maintenance and repairs shall be performed by a contractor approved by the Condominium. Notwithstanding the foregoing, the Condominium reserves the right to perform the owner's obligations expressed in this subparagraph with respect to dryer maintenance to ensure that accumulation of lint in the exhaust mechanism does not become a fire hazard, in its sole and absolute discretion. In this event, all costs and expenses incurred by the Condominium shall be common expenses applicable to the Unit with respect to which the work is performed;
- (g) maintain and repair all floor coverings and countertops within the Unit;
- (h) maintain his Storage Unit (if any) clear from all debris and in compliance with the Rules. For greater certainty, each owner shall be responsible for repairs and maintenance to the floor surface (including any protective membrane or coating) necessitated by spills or leakage and repairs to the caging of his Storage Unit;



- (i) maintain his Parking Unit (if any) free and clear from all debris and objects (in a clean, broom-swept condition) and such owner shall comply with any notice from the Board or the property manager requiring the owner to remove his vehicle from the Parking Unit to facilitate garage sweeping and/or repairs to the parking garage. For greater certainty, each owner shall be responsible for repairs and maintenance to the floor surface (including any protective membrane or coating) necessitated by spills or leakage; and
- (j) maintain the temperature of his Dwelling Unit to ensure that no pipes freeze.

The Condominium may perform any maintenance or repairs that any owner is obligated to make and that the owner does not make within a reasonable period of time (to be determined by the Condominium in its sole and absolute discretion) after written notice is given to such owner by the Condominium. In such event, the owner shall be deemed to have consented to having such maintenance or repairs performed by the Condominium and such owner shall reimburse the Condominium for the entire cost of such repairs, including any legal fees and collection costs incurred by the Condominium, and all such costs shall bear interest at the rate of prime plus 5% per annum, calculated monthly, not in advance, from the date of expenditure by the Condominium until paid by the owner. All such costs shall be added to the monthly contribution toward common expenses applicable to such owner and shall be treated as expenses applicable to such owner only and shall be recoverable in the same manner as common expenses from such owner (with corresponding lien rights in favour of the Condominium).

With respect to any maintenance, repair and/or replacement obligation of an owner expressed in this Declaration or the Act which requires a third party contractor, the owner covenants and agrees to immediately notify the property manager of the Condominium in writing specifying the nature of the maintenance, repair and/or replacement which is required. The Condominium shall authorize all necessary maintenance, repair and/or replacement (at the sole cost and expense of the owner) and such work shall be performed by one of the authorized agents, representatives, employees and/or retained contractors of the Condominium. To the greatest extent possible, the owner shall be billed directly and the owner shall pay all amounts owing with respect to such work forthwith after receiving an invoice. In the event that the Condominium incurs any costs or expenses whatsoever with respect to such work, the owner shall reimburse the Condominium forthwith after written demand. In the event that the owner fails to reimburse the Condominium forthwith, all costs and expenses of the Condominium in this regard shall be added to the monthly contribution toward common expenses applicable to such owner and shall be treated as expenses applicable to such owner only and shall be recoverable in the same manner as common expenses from such owner (with corresponding lien rights in favour of the Condominium).

Notwithstanding any other provision of this Declaration, each owner shall be responsible for all damage to his Unit, any other Unit and to the common elements which are caused by the failure of such owner to maintain and repair his Unit (and the equipment, appliances, services and other facilities located therein) in accordance with the provisions of this Declaration and the Act, save and except for any damage 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 Condominium provided, however, that any such owner shall reimburse the Condominium for any insurance deductible amount paid or payable by or on behalf of the Condominium in connection with the insurance claim.

## **5.2 Maintenance and Repairs to the Common Elements**

Except as otherwise specifically provided herein, the Condominium shall maintain and repair any damage to the common elements which are located within the boundaries of the Condominium, all at its own expense. The Condominium shall comply with the maintenance program as required by the City relating to each green roof area of the Condominium.

In the event that any damage is caused to the Unit and/or common elements by the negligence or wilful misconduct of an owner or his tenants, occupants or invitees, the owner shall reimburse the Condominium for the full costs of such repairs, including any

legal or collection costs incurred by the Condominium and all such costs shall bear interest at the rate of prime plus 5% per annum, calculated monthly, not in advance, until paid by the owner. All such costs shall be added to the monthly contribution toward common expenses applicable to such owner and shall be treated as expenses applicable to such owner only and shall be recoverable in the same manner as common expenses from such owner (with corresponding lien rights in favour of the Condominium).

The Condominium, Declarant, property manager and their respective, employees, agents and other authorized personnel shall have a right of access to all Units for the purpose of inspecting, repairing and maintaining the Unit, common elements and Exclusive Use Common Elements for the purpose of inspecting, repairing and maintaining all pipes, wires, cables, conduits, equipment, installations and/or other appurtenances which service the common elements.

## ARTICLE 6 INSURANCE

### 6.1 Insurance Obligations of Condominium

The Condominium shall obtain and maintain, to the extent obtainable from the insurance industry, the following insurance in one or more policies:

- (a) Insurance against damage by major perils as defined in the Act and such other perils as the Board may from time to time deem advisable, insuring:
  - (i) the Property, excluding the Units; and
  - (ii) personal and real property owned by the Condominium, but not including furnishings, furniture or other personal property supplied or installed by the owners;

in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which insurance may be subject to a reasonable loss deductible clause.
- (b) Insurance against damage by major perils as defined in the Act and such other perils as the Board may from time to time deem advisable, insuring the Standard Units (which excludes any improvements) in an amount equal to the full replacement cost of such Standard Units without deduction for depreciation, which insurance may be subject to a reasonable loss deductible clause.
- (c) Such policy or policies of insurance stipulated in Sections 6.1(a) and 6.1(b) above shall insure the interest of the Condominium and the owners from time to time, as their respective interests may appear, with mortgagee endorsements, and shall be subject to the provisions of this Declaration and the Act, and shall, if obtainable, contain the following provisions:
  - (i) waivers of subrogation against the Condominium and its property manager, agents and employees;
  - (ii) that such policy or policies of insurance shall not be cancelled or substantially modified without at least 60 days prior written notice to all parties whose interests appear thereon;
  - (iii) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of a statutory condition of any insured or mortgagee in possession;
  - (iv) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any owner; and
  - (v) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the Property by the Act is terminated.

- (d) Public liability and property damage insurance insuring the liability of the Condominium and the owners from time to time, with limits to be determined by the Board, but not less than \$5,000,000 per occurrence and without right of subrogation as against the Condominium, its property manager, agents, servants and employees.
- (e) Boiler, machinery, pressure vessels and motor vehicles insurance (if applicable) to the extent required as the Board may from time to time deem advisable.
- (f) The Condominium shall, after the turnover meeting held pursuant to the Act (and prior thereto, at its option, if available) obtain and maintain insurance for the benefit of directors and officers of the Condominium, in order to indemnify them against any liability, cost, charge or expense incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against any liability, cost, charge or expense incurred as a result of a contravention of Section 37(1)(a) of the Act.
- (g) Such other insurance as may be required by the Board or the Act.

## **6.2 General Provisions regarding Insurance**

- (a) At least once every three years (or at such other time or 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 Condominium for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense. For greater certainty, in the event that the Board obtains an insurance appraisal prior to the first anniversary of registering the Condominium, the Board acknowledges and agrees that the Declarant shall not be responsible for any such cost pursuant to Section 75(2) of the Act.
- (b) The Condominium, the Board, and its officers, shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Condominium, and to give such releases as are required, and any claimant, including the owner of a damaged Standard Unit, shall be bound by such adjustment. Provided, however, that the Board may, in writing, authorize an owner to adjust any loss to his Standard Unit.
- (c) Upon the proceeds being available from any claim, the Condominium shall promptly use them for the repair or replacement of the damaged Standard Units and common elements, as necessary, unless the owners have voted to terminate because of substantial damage in accordance with Section 123 of the Act.
- (d) The Condominium shall, if it receives a payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act* for remedial work to the common elements, promptly use the payment for the remedial work, unless:
  - (i) the owners have voted to terminate because of substantial damage in accordance with Section 123 of the Act;
  - (ii) the Condominium has already completed and paid for the remedial work; or
  - (iii) such funds (or part thereof) are deposited into a reserve fund for future repair and maintenance.
- (e) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair or replace. This Section 6.2(e) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent (provided the mortgage itself contains a provision giving the mortgagee that right), and also the right of a mortgagee to receive the proceeds of any insurance policy if the Property is not repaired or replaced.

- (f) A certificate or memorandum of all insurance policies and endorsements thereto maintained by the Condominium shall be issued, as soon as possible after a written request, to each requesting owner or mortgagee. The master policy or policies for any insurance coverage shall be kept and maintained by the Condominium in its offices, or the offices of the Condominium's property manager from time to time, available for inspection by an owner or mortgagee on reasonable notice to the Condominium.
- (g) No insured, other than the Condominium, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Condominium, and no insured shall be entitled to direct that loss shall be payable in any manner other than as provided in this Declaration or the Act.
- (h) If any insurance policy or policies obtained by the Condominium contains a deductible clause that limits the amount payable by the insurer, the portion of a loss that is excluded from coverage shall be a common expense. Provided however that if any owner (or any tenant, contractor, agent, invitee or other person for whom the owner is responsible in law) through an act or omission causes damage to any Unit or common elements, the amount that is the lesser of the cost of repairing the damage and the deductible limit of the insurance policy obtained by the Condominium shall be added to the monthly contribution toward common expenses applicable to such owner and shall be treated as expenses applicable to such owner only and shall be recoverable in the same manner as common expenses from such owner (with corresponding lien rights in favour of the Condominium).

#### **6.3 Insurance Obligations of each Owner**

It is acknowledged that, except as otherwise provided in the By-laws of the Condominium or in any agreement authorized by a By-law of the Corporation, that the foregoing insurance is the only insurance required to be obtained and maintained by the Condominium and that the following insurance or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

- (a) Insurance on any additions or improvements made by the owner to his Standard Unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his Unit (other than those forming part of his Standard Unit), and his personal property and chattels stored elsewhere on the Property, including his automobile or automobiles, and for loss of use and occupancy of his Unit in the event of damage, which policy or policies of insurance shall contain a waiver of subrogation against the Condominium, its property manager, agents, employees and servants, and against the other Unit owners and any members of their household, and any residents, tenants, invitees or licensees of such other Units, except for any damage arising from vehicle impact, arson or fraud caused or contributed to by any of the above.
- (b) Public liability insurance covering any liability of any owner or any resident, tenant, invitee or licensee to the extent not covered by any public liability and property damage insurance obtained and maintained by the Condominium.
- (c) Additional living expenses incurred by an owner if forced to leave his Unit by one of the hazards protected against under the owner's personal policy.
- (d) Assessment insurance covering any loss that is not covered by the policies maintained by the Condominium and contingency insurance that covers any deductible amount for which the owner may be responsible.

#### **6.4 Indemnification by each Owner of the Condominium**

Each owner shall indemnify and save the Condominium harmless from and against any loss, cost, damage, injury or liability which the Condominium may suffer or incur resulting from (or caused by) any deliberate act or omission, or any negligent act or omission, of such owner (or any tenant, occupant, invitee, agent or other person for

whom the owner is responsible in law) affecting the common elements or any Unit. Without limiting the generality of the foregoing, and notwithstanding anything contained in this Declaration to the contrary, all costs and expenses (including insurance deductible, if applicable, and all legal costs) incurred by the Condominium as a result of any breach of any provision of the Act, this Declaration, any By-law or the Rules of the Condominium or by reason of any damage or injury caused to any Unit or the common elements by an owner (or any tenant, occupant, invitee, agent or other person for whom the owner is responsible in law) shall be for the account of such owner and shall be payable forthwith on written demand. All such amounts shall be added to the monthly contribution toward common expenses applicable to such owner and shall be treated as expenses applicable to such owner only and shall be recoverable in the same manner as common expenses from such owner (with corresponding lien rights in favour of the Condominium).

#### **6.5 Insurance Trustee**

The Condominium may enter into an Insurance Trust Agreement with an Insurance Trustee which shall provide for the following:

- (a) the receipt by the Insurance Trustee of any proceeds of insurance where:
  - (i) such proceeds exceed 15% of the replacement value of the Property covered by the policy; and
  - (ii) such proceeds exceed \$25,000.
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration and the Insurance Trust Agreement;
- (c) the disbursement of such proceeds in trust for those entitled thereto in accordance with the provisions of the Act, this Declaration and the Insurance Trust Agreement, if applicable;
- (d) the notification by the Insurance Trustee of the mortgages, if any, of any insurance monies received by it; and
- (e) the termination of the Insurance Trust Agreement by the Condominium upon giving the Insurance Trustee at least 60 days' notice in writing of the termination date.

### **ARTICLE 7 DUTIES OF THE CONDOMINIUM**

#### **7.1 Duties**

In addition to any other duties set out elsewhere in this Declaration or specified in the By-laws or the Rules, the Condominium shall have the following duties:

- (a) to assume, enter into and comply with the terms and provisions of all agreements with all governmental authorities and utility companies which are registered against title to the Property as of the date of registration of the Condominium and/or which are entered into by the Declarant for and on behalf of the Condominium;
- (b) to comply with its obligations with respect to the purchase of the Guest Suite Unit as set out in Section 4.10;
- (c) to assume, enter into and comply with the terms and provisions of all equipment and/or capital leases entered into by the Declarant for and on behalf of the Condominium;

- (d) to assume, enter into and comply with the terms and provisions of the Management Agreement and any other agreement entered into by the Declarant for and on behalf of the Condominium;
- (e) to assume, enter into and comply with the terms and provisions of any agreement with any telecommunication service provider entered into by the Declarant for and on behalf of the Condominium;
- (f) in the event that the Condominium decides to carry out a performance audit of the Units or common elements, the Condominium shall have the duty to:
  - (i) permit the Declarant's authorized employees, agents and representatives to accompany and confer with the engineers or consultants retained by the Condominium to carry out the performance audit;
  - (ii) provide the Declarant 15 days prior written notice prior to commencement of the performance audit; and
  - (iii) permit the Declarant's authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the engineer or consultant in connection with the performance audit (at the sole and absolute discretion of the Declarant) prior to finalizing the performance audit and any report with respect thereto;
- (g) to execute and deliver all documentation necessary to release (or partially release) any easement benefiting the Property if any such easement (or part thereof) referred to in Schedule "A" of this Declaration is determined by the Declarant, in its sole and absolute discretion, to be unnecessary for the proper function and operation of the Condominium; and
- (h) to execute and deliver all documentation necessary to grant any additional easements burdening the common elements of the Condominium (or part thereof) if required by the Declarant, in its sole and absolute discretion.

## **ARTICLE 8 GENERAL MATTERS**

### **8.1 Rights of Entry**

- (a) The Condominium, or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Exclusive Use Common Elements, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Condominium and, without limitation, for the purposes of inspection, repairs, adjusting losses, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property, carrying out any duty imposed upon the Condominium, or carrying out any maintenance or repairs to any part of any Unit, Exclusive Use Common Elements and/or common elements.
- (b) In an emergency, an agent of the Condominium may enter any Unit or any part of the Exclusive Use Common Elements at any time without notice for the purpose of inspecting and/or repairing the Unit, common elements or Exclusive Use Common Elements, or for the purpose of correcting any condition which might result in damage or loss to the Property. Each owner shall provide the Condominium with an address and telephone number where he can be reached at such times of emergency or when such repairs to the Unit are required. The Condominium, or anyone authorized by it, may determine whether an emergency exists.
- (c) If an owner, tenant or occupant shall not be personally present to grant entry to a Dwelling Unit or Exclusive Use Common Elements allocated to such Dwelling Unit, the Condominium, or its agents, may enter upon such Dwelling Unit or

Exclusive Use Common Elements, without being liable for any claim or cause of action for damages by reason thereof, provided that each of them exercises reasonable care.

- (d) No owner shall change any lock or place any additional locks on the doors to, and within, any Unit or Exclusive Use Common Elements without the prior written consent of the Board. Each owner shall provide the Condominium with the key or combination to any lock placed on his Storage Unit and/or Bicycle Unit.
- (e) If required for window washing or building maintenance purposes, then the property manager and its authorized agents and contractors shall be entitled to enter any Unit or any part of the Exclusive Use Common Elements, at all reasonable times and upon giving reasonable notice.
- (f) The rights and authority hereby granted to the Condominium, its agents or any insurer or its agents, do not impose any responsibility or liability for the care or supervision of any Unit or its Exclusive Use Common Elements except as specifically provided for in this Declaration or the By-laws.

#### **8.2 Units and Common Elements Subject to the Declaration, By-laws, Rules and/or agreements with the City**

All owners and their respective tenants, occupants and invitees, shall be subject to and shall comply with the provisions of this Declaration, the By-laws, Rules and/or all agreements with the City of Toronto and/or other approval authorities.

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

#### **8.3 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 effect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all the other provisions of this Declaration shall continue in full force and effect as if such invalid portion had never been included herein.

#### **8.4 Waiver**

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

#### **8.5 Notice**

Any notice required or permitted to be given, shall be given as follows:

- (a) To an owner at the address for service given by the owner to the Condominium, or if no such address has been given to the Condominium, then to such owner at his Dwelling Unit by delivery or by ordinary mail.
- (b) To a mortgagee who has notified the Condominium of its interest in any Unit at the address for service given by such mortgagee to the Condominium, by delivery or by ordinary mail.

- (c) To the Condominium by delivery to any director or officer of the Condominium or by ordinary mail addressed to the Condominium at its address for service.

Notice given by mail shall be deemed to have been given on the third business day following such mailing. Any party may change his address for service by giving notice to the Condominium or to the Condominium's property manager.

#### **8.6 Assignment by the Declarant**

Any or all of the Declarant's continuing rights expressed in this Declaration may be assigned by the Declarant to any third party, either in whole or in part, in the sole and absolute discretion of the Declarant. The Condominium covenants and agrees to execute all documents and perform all acts as may be necessary to give effect to the foregoing, at the sole cost and expense of the Condominium.

#### **8.7 Successors and Assigns of the Declarant**

The rights and benefits in favour of the Declarant expressed in this Declaration shall accrue to the Declarant and its successors and assigns.

#### **8.8 Headings**

The headings used in this Declaration shall form no part of this Declaration but shall be deemed to have been inserted for convenience of reference only.

Dated as of November 17, 2014.

**ARAGON (LOGAN) DEVELOPMENT  
(ONTARIO) CORPORATION**

Per: 

Name: David Page

Title: Authorized Signing Officer

I have authority to bind the Corporation.



**Schedule "A"****Legal Description**

Block 45 on Plan 66M-2352, City of Toronto [PIN 21058-0111 (LT)].

SUBJECT TO easement in favour of Toronto Hydro-Electric System Limited as set out in Instrument No. E371185.

SUBJECT TO easement in favour of Rogers Communications Inc. as set out in Instrument No. AT3245274.

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In our opinion, based on the parcel register and the plans and documents recorded therein, the legal description set out above is correct, the easements described exist in law or shall exist upon registration of this Declaration, and the Declarant is the registered owner of the Property and the appurtenant easements described above.

Dated as of November 17, 2014.

**AIRD & BERLIS LLP**

Per: 

Name: Andrew Webster


**Schedule "B-1"**  
**Showcase**

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

1. Royal Bank of Canada has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Instrument No. AT2982544 in the Land Titles Division of the Toronto Registry Office (No. 66).
2. Royal Bank of Canada consents to the registration of this Declaration pursuant to the *Condominium Act, 1998* against the Property or interests appurtenant to the Property, as the Property and interests are described in the Description.
3. Royal Bank of Canada postpones the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. Royal Bank of Canada is entitled by law to grant this consent and postponement.

Dated as of October 29, 2014.

**ROYAL BANK OF CANADA**

Per:   
Name: \_\_\_\_\_  
Title: **Ian Jarvis**  
**Sr. Account Manager**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
We have authority to bind the Corporation.

**Schedule "B-2"**  
**Showcase**

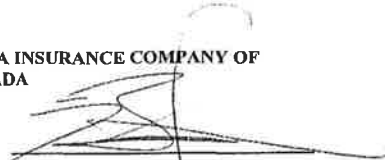
**Consent under Section 7(2)(b) of the *Condominium Act, 1998***

1. Aviva Insurance Company of Canada has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Instrument No. AT3042032 in the Land Titles Division of the Toronto Registry Office (No. 66).
2. Aviva Insurance Company of Canada consents to the registration of this Declaration pursuant to the *Condominium Act, 1998* against the Property or interests appurtenant to the Property, as the Property and interests are described in the Description.
3. Aviva Insurance Company of Canada postpones the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. Aviva Insurance Company of Canada is entitled by law to grant this consent and postponement.

Dated as of Oct 30, 2014.

**AVIVA INSURANCE COMPANY OF  
CANADA**

Per:  
Name:  
Title:

  
**Brian Argue**  
Authorized Signing Officer

Per:  
Name:  
Title:

We have authority to bind the Corporation.

### SCHEDULE 'C' TO THE DECLARATION

Each Residential Unit, Guest Suite Unit, Parking Unit, Storage Unit and Bicycle Unit shall comprise the area within the heavy lines shown on, Part 1, Sheets 1 to 4 of the description with respect to the Unit numbers indicated thereon.

The monuments controlling the extent of the Units are the physical surfaces and planes referred to herein and are illustrated on Part 1, Sheets 1 to 4 of the Description and all dimensions shall have reference to them.

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

- A) Units 1 to 20, inclusive, on Level 1; Units 1 to 35, inclusive, on each of Levels 2, 3, 4 & 6; and Units 1 to 34, inclusive, on each of Levels 5 & 7 – **Residential Units**
  - 1. The backside surface and plane of the drywall sheathing separating the Unit from another unit or from the common elements.
  - 2. The backside surface and plane of the ceiling drywall.
  - 3. The upper surface and plane of the concrete floor slab.
  - 4. The unfinished unit side surface of exterior doors and windows, in a closed position, the unfinished unit side surface of exterior door and window frames and the unit side face of all glass panels located therein.
  - 5. The interior surface and plane of skylight windows, and the interior surface of skylight window frames.
- B) Unit 21, on Level 1 – **Guest Suite Unit**
  - 1. The backside surface and plane of the drywall sheathing separating the Unit from another unit or from the common elements.
  - 2. The backside surface and plane of the ceiling drywall.
  - 3. The upper surface and plane of the concrete floor slab.
  - 4. The unfinished unit side surface of exterior doors and windows, in a closed position, the unfinished unit side surface of exterior door and window frames and the unit side face of all glass panels located therein.
- C) Units 1 to 88, inclusive, on Level A; and Units 1 to 113, inclusive, on Level B – **Parking Units**
  - 1. The unitside surface and plane of the concrete or concrete block walls or concrete columns separating the Unit from the common elements.
  - 2. The upper surface and plane of the concrete floor slab.
  - 3. A horizontal plane defined by dimensions specified on Part 1, Sheets 1 to 4 of the Description.
  - 4. A vertical plane defined by dimensions specified on Part 1, Sheets 1 to 4 of the Description.

.../2

D) Units 22 & 23, on Level 1; Units 36 to 40, inclusive, on each of Levels 2, 3, 4 & 6; Units 35 to 39, inclusive, on Level 5; Units 35 to 37, inclusive, on Level 7; Units 89 to 134, inclusive, & Units 170 to 215, inclusive, on Level A; and Units 114 to 159, inclusive, & Units 195 to 240, inclusive, on Level B – **Storage Units**

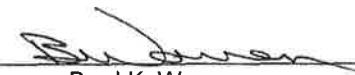
1. The upper surface and plane of the concrete floor slab.
2. The unitside surface and plane of the concrete or concrete block walls separating the Unit from the common elements.
3. The unitside face and plane of wire mesh panels.
4. The unfinished unit side surface of exterior doors, in a closed position, the unfinished unit side surface of exterior door frames and the unit side face of all glass panels located therein.
5. A vertical plane defined by dimensions specified on Part 1, Sheet 1 of the Description.

E) Units 135 to 169, inclusive, on Level A; and Units 160 to 194, inclusive, on Level B - **Bicycle Units**

1. The upper surface and plane of the concrete floor slab.
2. The unitside surface and plane of the concrete or concrete block walls separating the Unit from the common elements.
3. A horizontal plane defined by dimensions specified on Part 1, Sheets 1 to 4 of the Description.
4. A vertical plane defined by dimensions specified on Part 1, Sheets 1 to 4 of the Description.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 to 4, of the Description.

6 Nov 2014  
Date

  
Brad K. Warren  
Ontario Land Surveyor

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

# SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNIT	A	1	0.06317	0.06317
PARKING UNIT	A	2	0.06317	0.06317
PARKING UNIT	A	3	0.06317	0.06317
PARKING UNIT	A	4	0.06317	0.06317
PARKING UNIT	A	5	0.06317	0.06317
PARKING UNIT	A	6	0.06317	0.06317
PARKING UNIT	A	7	0.06317	0.06317
PARKING UNIT	A	8	0.06317	0.06317
PARKING UNIT	A	9	0.06317	0.06317
PARKING UNIT	A	10	0.06317	0.06317
PARKING UNIT	A	11	0.06317	0.06317
PARKING UNIT	A	12	0.06317	0.06317
PARKING UNIT	A	13	0.06317	0.06317
PARKING UNIT	A	14	0.06317	0.06317
PARKING UNIT	A	15	0.06317	0.06317
PARKING UNIT	A	16	0.06317	0.06317
PARKING UNIT	A	17	0.06317	0.06317
PARKING UNIT	A	18	0.06317	0.06317
PARKING UNIT	A	19	0.06317	0.06317
PARKING UNIT	A	20	0.06317	0.06317
PARKING UNIT	A	21	0.06317	0.06317
PARKING UNIT	A	22	0.06317	0.06317
PARKING UNIT	A	23	0.06317	0.06317
PARKING UNIT	A	24	0.06317	0.06317
PARKING UNIT	A	25	0.06317	0.06317
PARKING UNIT	A	26	0.06317	0.06317
PARKING UNIT	A	27	0.06317	0.06317
PARKING UNIT	A	28	0.06317	0.06317
PARKING UNIT	A	29	0.06317	0.06317
PARKING UNIT	A	30	0.06317	0.06317
PARKING UNIT	A	31	0.06317	0.06317
PARKING UNIT	A	32	0.06317	0.06317
PARKING UNIT	A	33	0.06317	0.06317
PARKING UNIT	A	34	0.06317	0.06317
PARKING UNIT	A	35	0.06317	0.06317
PARKING UNIT	A	36	0.06317	0.06317
PARKING UNIT	A	37	0.06317	0.06317
PARKING UNIT	A	38	0.06317	0.06317
PARKING UNIT	A	39	0.06317	0.06317
PARKING UNIT	A	40	0.06317	0.06317
PARKING UNIT	A	41	0.06317	0.06317
PARKING UNIT	A	42	0.06317	0.06317
PARKING UNIT	A	43	0.06317	0.06317
PARKING UNIT	A	44	0.06317	0.06317
PARKING UNIT	A	45	0.06317	0.06317
PARKING UNIT	A	46	0.06317	0.06317
PARKING UNIT	A	47	0.06317	0.06317
PARKING UNIT	A	48	0.06317	0.06317
PARKING UNIT	A	49	0.06317	0.06317
PARKING UNIT	A	50	0.06317	0.06317
PARKING UNIT	A	51	0.06317	0.06317
PARKING UNIT	A	52	0.06317	0.06317
PARKING UNIT	A	53	0.06317	0.06317
PARKING UNIT	A	54	0.06317	0.06317
PARKING UNIT	A	55	0.06317	0.06317
PARKING UNIT	A	56	0.06317	0.06317
PARKING UNIT	A	57	0.06317	0.06317
PARKING UNIT	A	58	0.06317	0.06317
PARKING UNIT	A	59	0.06317	0.06317
PARKING UNIT	A	60	0.06317	0.06317
PARKING UNIT	A	61	0.06317	0.06317
PARKING UNIT	A	62	0.06317	0.06317
PARKING UNIT	A	63	0.06317	0.06317
PARKING UNIT	A	64	0.06317	0.06317
PARKING UNIT	A	65	0.06317	0.06317
PARKING UNIT	A	66	0.06317	0.06317
PARKING UNIT	A	67	0.06317	0.06317
PARKING UNIT	A	68	0.06317	0.06317
PARKING UNIT	A	69	0.06317	0.06317
PARKING UNIT	A	70	0.06317	0.06317
PARKING UNIT	A	71	0.06317	0.06317
PARKING UNIT	A	72	0.06317	0.06317
PARKING UNIT	A	73	0.06317	0.06317

## SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNIT	A	74	0.06317	0.06317
PARKING UNIT	A	75	0.06317	0.06317
PARKING UNIT	A	76	0.06317	0.06317
PARKING UNIT	A	77	0.06317	0.06317
PARKING UNIT	A	78	0.06317	0.06317
PARKING UNIT	A	79	0.06317	0.06317
PARKING UNIT	A	80	0.06317	0.06317
PARKING UNIT	A	81	0.06317	0.06317
PARKING UNIT	A	82	0.06317	0.06317
PARKING UNIT	A	83	0.06317	0.06317
PARKING UNIT	A	84	0.06317	0.06317
PARKING UNIT	A	85	0.06317	0.06317
PARKING UNIT	A	86	0.06317	0.06317
PARKING UNIT	A	87	0.06317	0.06317
PARKING UNIT	A	88	0.06317	0.06317
STORAGE UNIT	A	89	0.01264	0.01264
STORAGE UNIT	A	90	0.01264	0.01264
STORAGE UNIT	A	91	0.01264	0.01264
STORAGE UNIT	A	92	0.01264	0.01264
STORAGE UNIT	A	93	0.01264	0.01264
STORAGE UNIT	A	94	0.01264	0.01264
STORAGE UNIT	A	95	0.01264	0.01264
STORAGE UNIT	A	96	0.01264	0.01264
STORAGE UNIT	A	97	0.01264	0.01264
STORAGE UNIT	A	98	0.01264	0.01264
STORAGE UNIT	A	99	0.01264	0.01264
STORAGE UNIT	A	100	0.01264	0.01264
STORAGE UNIT	A	101	0.01264	0.01264
STORAGE UNIT	A	102	0.01264	0.01264
STORAGE UNIT	A	103	0.01264	0.01264
STORAGE UNIT	A	104	0.01264	0.01264
STORAGE UNIT	A	105	0.01264	0.01264
STORAGE UNIT	A	106	0.01264	0.01264
STORAGE UNIT	A	107	0.01264	0.01264
STORAGE UNIT	A	108	0.01264	0.01264
STORAGE UNIT	A	109	0.01264	0.01264
STORAGE UNIT	A	110	0.01264	0.01264
STORAGE UNIT	A	111	0.01264	0.01264
STORAGE UNIT	A	112	0.01264	0.01264
STORAGE UNIT	A	113	0.01264	0.01264
STORAGE UNIT	A	114	0.01264	0.01264
STORAGE UNIT	A	115	0.01264	0.01264
STORAGE UNIT	A	116	0.01264	0.01264
STORAGE UNIT	A	117	0.01264	0.01264
STORAGE UNIT	A	118	0.01264	0.01264
STORAGE UNIT	A	119	0.01264	0.01264
STORAGE UNIT	A	120	0.01264	0.01264
STORAGE UNIT	A	121	0.01264	0.01264
STORAGE UNIT	A	122	0.01264	0.01264
STORAGE UNIT	A	123	0.01264	0.01264
STORAGE UNIT	A	124	0.01264	0.01264
STORAGE UNIT	A	125	0.01264	0.01264
STORAGE UNIT	A	126	0.01264	0.01264
STORAGE UNIT	A	127	0.01264	0.01264
STORAGE UNIT	A	128	0.01264	0.01264
STORAGE UNIT	A	129	0.01264	0.01264
STORAGE UNIT	A	130	0.01264	0.01264
STORAGE UNIT	A	131	0.01264	0.01264
STORAGE UNIT	A	132	0.01264	0.01264
STORAGE UNIT	A	133	0.01264	0.01264
STORAGE UNIT	A	134	0.01264	0.01264
BICYCLE UNIT	A	135	0.00633	0.00633
BICYCLE UNIT	A	136	0.00633	0.00633
BICYCLE UNIT	A	137	0.00633	0.00633
BICYCLE UNIT	A	138	0.00633	0.00633
BICYCLE UNIT	A	139	0.00633	0.00633
BICYCLE UNIT	A	140	0.00633	0.00633
BICYCLE UNIT	A	141	0.00633	0.00633
BICYCLE UNIT	A	142	0.00633	0.00633
BICYCLE UNIT	A	143	0.00633	0.00633
BICYCLE UNIT	A	144	0.00633	0.00633
BICYCLE UNIT	A	145	0.00633	0.00633
BICYCLE UNIT	A	146	0.00633	0.00633

## SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
BICYCLE UNIT	A	147	0.00633	0.00633
BICYCLE UNIT	A	148	0.00633	0.00633
BICYCLE UNIT	A	149	0.00633	0.00633
BICYCLE UNIT	A	150	0.00633	0.00633
BICYCLE UNIT	A	151	0.00633	0.00633
BICYCLE UNIT	A	152	0.00633	0.00633
BICYCLE UNIT	A	153	0.00633	0.00633
BICYCLE UNIT	A	154	0.00633	0.00633
BICYCLE UNIT	A	155	0.00633	0.00633
BICYCLE UNIT	A	156	0.00633	0.00633
BICYCLE UNIT	A	157	0.00633	0.00633
BICYCLE UNIT	A	158	0.00633	0.00633
BICYCLE UNIT	A	159	0.00633	0.00633
BICYCLE UNIT	A	160	0.00633	0.00633
BICYCLE UNIT	A	161	0.00633	0.00633
BICYCLE UNIT	A	162	0.00633	0.00633
BICYCLE UNIT	A	163	0.00633	0.00633
BICYCLE UNIT	A	164	0.00633	0.00633
BICYCLE UNIT	A	165	0.00633	0.00633
BICYCLE UNIT	A	166	0.00633	0.00633
BICYCLE UNIT	A	167	0.00633	0.00633
BICYCLE UNIT	A	168	0.00633	0.00633
BICYCLE UNIT	A	169	0.00633	0.00633
STORAGE UNIT	A	170	0.01264	0.01264
STORAGE UNIT	A	171	0.01264	0.01264
STORAGE UNIT	A	172	0.01264	0.01264
STORAGE UNIT	A	173	0.01264	0.01264
STORAGE UNIT	A	174	0.01264	0.01264
STORAGE UNIT	A	175	0.01264	0.01264
STORAGE UNIT	A	176	0.01264	0.01264
STORAGE UNIT	A	177	0.01264	0.01264
STORAGE UNIT	A	178	0.01264	0.01264
STORAGE UNIT	A	179	0.01264	0.01264
STORAGE UNIT	A	180	0.01264	0.01264
STORAGE UNIT	A	181	0.01264	0.01264
STORAGE UNIT	A	182	0.01264	0.01264
STORAGE UNIT	A	183	0.01264	0.01264
STORAGE UNIT	A	184	0.01264	0.01264
STORAGE UNIT	A	185	0.01264	0.01264
STORAGE UNIT	A	186	0.01264	0.01264
STORAGE UNIT	A	187	0.01264	0.01264
STORAGE UNIT	A	188	0.01264	0.01264
STORAGE UNIT	A	189	0.01264	0.01264
STORAGE UNIT	A	190	0.01264	0.01264
STORAGE UNIT	A	191	0.01264	0.01264
STORAGE UNIT	A	192	0.01264	0.01264
STORAGE UNIT	A	193	0.01264	0.01264
STORAGE UNIT	A	194	0.01264	0.01264
STORAGE UNIT	A	195	0.01264	0.01264
STORAGE UNIT	A	196	0.01264	0.01264
STORAGE UNIT	A	197	0.01264	0.01264
STORAGE UNIT	A	198	0.01264	0.01264
STORAGE UNIT	A	199	0.01264	0.01264
STORAGE UNIT	A	200	0.01264	0.01264
STORAGE UNIT	A	201	0.01264	0.01264
STORAGE UNIT	A	202	0.01264	0.01264
STORAGE UNIT	A	203	0.01264	0.01264
STORAGE UNIT	A	204	0.01264	0.01264
STORAGE UNIT	A	205	0.01264	0.01264
STORAGE UNIT	A	206	0.01264	0.01264
STORAGE UNIT	A	207	0.01264	0.01264
STORAGE UNIT	A	208	0.01264	0.01264
STORAGE UNIT	A	209	0.01264	0.01264
STORAGE UNIT	A	210	0.01264	0.01264
STORAGE UNIT	A	211	0.01264	0.01264
STORAGE UNIT	A	212	0.01264	0.01264
STORAGE UNIT	A	213	0.01264	0.01264
STORAGE UNIT	A	214	0.01264	0.01264
STORAGE UNIT	A	215	0.01264	0.01264
PARKING UNIT	B	1	0.06317	0.06317
PARKING UNIT	B	2	0.06317	0.06317
PARKING UNIT	B	3	0.06317	0.06317



## SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNIT	B	4	0.06317	0.06317
PARKING UNIT	B	5	0.06317	0.06317
PARKING UNIT	B	6	0.06317	0.06317
PARKING UNIT	B	7	0.06317	0.06317
PARKING UNIT	B	8	0.06317	0.06317
PARKING UNIT	B	9	0.06317	0.06317
PARKING UNIT	B	10	0.06317	0.06317
PARKING UNIT	B	11	0.06317	0.06317
PARKING UNIT	B	12	0.06317	0.06317
PARKING UNIT	B	13	0.06317	0.06317
PARKING UNIT	B	14	0.06317	0.06317
PARKING UNIT	B	15	0.06317	0.06317
PARKING UNIT	B	16	0.06317	0.06317
PARKING UNIT	B	17	0.06317	0.06317
PARKING UNIT	B	18	0.06317	0.06317
PARKING UNIT	B	19	0.06317	0.06317
PARKING UNIT	B	20	0.06317	0.06317
PARKING UNIT	B	21	0.06317	0.06317
PARKING UNIT	B	22	0.06317	0.06317
PARKING UNIT	B	23	0.06317	0.06317
PARKING UNIT	B	24	0.06317	0.06317
PARKING UNIT	B	25	0.06317	0.06317
PARKING UNIT	B	26	0.06317	0.06317
PARKING UNIT	B	27	0.06317	0.06317
PARKING UNIT	B	28	0.06317	0.06317
PARKING UNIT	B	29	0.06317	0.06317
PARKING UNIT	B	30	0.06317	0.06317
PARKING UNIT	B	31	0.06317	0.06317
PARKING UNIT	B	32	0.06317	0.06317
PARKING UNIT	B	33	0.06317	0.06317
PARKING UNIT	B	34	0.06317	0.06317
PARKING UNIT	B	35	0.06317	0.06317
PARKING UNIT	B	36	0.06317	0.06317
PARKING UNIT	B	37	0.06317	0.06317
PARKING UNIT	B	38	0.06317	0.06317
PARKING UNIT	B	39	0.06317	0.06317
PARKING UNIT	B	40	0.06317	0.06317
PARKING UNIT	B	41	0.06317	0.06317
PARKING UNIT	B	42	0.06317	0.06317
PARKING UNIT	B	43	0.06317	0.06317
PARKING UNIT	B	44	0.06317	0.06317
PARKING UNIT	B	45	0.06317	0.06317
PARKING UNIT	B	46	0.06317	0.06317
PARKING UNIT	B	47	0.06317	0.06317
PARKING UNIT	B	48	0.06317	0.06317
PARKING UNIT	B	49	0.06317	0.06317
PARKING UNIT	B	50	0.06317	0.06317
PARKING UNIT	B	51	0.06317	0.06317
PARKING UNIT	B	52	0.06317	0.06317
PARKING UNIT	B	53	0.06317	0.06317
PARKING UNIT	B	54	0.06317	0.06317
PARKING UNIT	B	55	0.06317	0.06317
PARKING UNIT	B	56	0.06317	0.06317
PARKING UNIT	B	57	0.06317	0.06317
PARKING UNIT	B	58	0.06317	0.06317
PARKING UNIT	B	59	0.06317	0.06317
PARKING UNIT	B	60	0.06317	0.06317
PARKING UNIT	B	61	0.06317	0.06317
PARKING UNIT	B	62	0.06317	0.06317
PARKING UNIT	B	63	0.06317	0.06317
PARKING UNIT	B	64	0.06317	0.06317
PARKING UNIT	B	65	0.06317	0.06317
PARKING UNIT	B	66	0.06317	0.06317
PARKING UNIT	B	67	0.06317	0.06317
PARKING UNIT	B	68	0.06317	0.06317
PARKING UNIT	B	69	0.06317	0.06317
PARKING UNIT	B	70	0.06317	0.06317
PARKING UNIT	B	71	0.06317	0.06317
PARKING UNIT	B	72	0.06317	0.06317
PARKING UNIT	B	73	0.06317	0.06317
PARKING UNIT	B	74	0.06317	0.06317
PARKING UNIT	B	75	0.06317	0.06317
PARKING UNIT	B	76	0.06317	0.06317

## SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNIT	B	77	0.06317	0.06317
PARKING UNIT	B	78	0.06317	0.06317
PARKING UNIT	B	79	0.06317	0.06317
PARKING UNIT	B	80	0.06317	0.06317
PARKING UNIT	B	81	0.06317	0.06317
PARKING UNIT	B	82	0.06317	0.06317
PARKING UNIT	B	83	0.06317	0.06317
PARKING UNIT	B	84	0.06317	0.06317
PARKING UNIT	B	85	0.06317	0.06317
PARKING UNIT	B	86	0.06317	0.06317
PARKING UNIT	B	87	0.06317	0.06317
PARKING UNIT	B	88	0.06317	0.06317
PARKING UNIT	B	89	0.06317	0.06317
PARKING UNIT	B	90	0.06317	0.06317
PARKING UNIT	B	91	0.06317	0.06317
PARKING UNIT	B	92	0.06317	0.06317
PARKING UNIT	B	93	0.06317	0.06317
PARKING UNIT	B	94	0.06317	0.06317
PARKING UNIT	B	95	0.06317	0.06317
PARKING UNIT	B	96	0.06317	0.06317
PARKING UNIT	B	97	0.06317	0.06317
PARKING UNIT	B	98	0.06317	0.06317
PARKING UNIT	B	99	0.06317	0.06317
PARKING UNIT	B	100	0.06317	0.06317
PARKING UNIT	B	101	0.06317	0.06317
PARKING UNIT	B	102	0.06317	0.06317
PARKING UNIT	B	103	0.06317	0.06317
PARKING UNIT	B	104	0.06317	0.06317
PARKING UNIT	B	105	0.06317	0.06317
PARKING UNIT	B	106	0.06317	0.06317
PARKING UNIT	B	107	0.06317	0.06317
PARKING UNIT	B	108	0.06317	0.06317
PARKING UNIT	B	109	0.06317	0.06317
PARKING UNIT	B	110	0.06317	0.06317
PARKING UNIT	B	111	0.06317	0.06317
PARKING UNIT	B	112	0.06317	0.06317
PARKING UNIT	B	113	0.06317	0.06317
STORAGE UNIT	B	114	0.01264	0.01264
STORAGE UNIT	B	115	0.01264	0.01264
STORAGE UNIT	B	116	0.01264	0.01264
STORAGE UNIT	B	117	0.01264	0.01264
STORAGE UNIT	B	118	0.01264	0.01264
STORAGE UNIT	B	119	0.01264	0.01264
STORAGE UNIT	B	120	0.01264	0.01264
STORAGE UNIT	B	121	0.01264	0.01264
STORAGE UNIT	B	122	0.01264	0.01264
STORAGE UNIT	B	123	0.01264	0.01264
STORAGE UNIT	B	124	0.01264	0.01264
STORAGE UNIT	B	125	0.01264	0.01264
STORAGE UNIT	B	126	0.01264	0.01264
STORAGE UNIT	B	127	0.01264	0.01264
STORAGE UNIT	B	128	0.01264	0.01264
STORAGE UNIT	B	129	0.01264	0.01264
STORAGE UNIT	B	130	0.01264	0.01264
STORAGE UNIT	B	131	0.01264	0.01264
STORAGE UNIT	B	132	0.01264	0.01264
STORAGE UNIT	B	133	0.01264	0.01264
STORAGE UNIT	B	134	0.01264	0.01264
STORAGE UNIT	B	135	0.01264	0.01264
STORAGE UNIT	B	136	0.01264	0.01264
STORAGE UNIT	B	137	0.01264	0.01264
STORAGE UNIT	B	138	0.01264	0.01264
STORAGE UNIT	B	139	0.01264	0.01264
STORAGE UNIT	B	140	0.01264	0.01264
STORAGE UNIT	B	141	0.01264	0.01264
STORAGE UNIT	B	142	0.01264	0.01264
STORAGE UNIT	B	143	0.01264	0.01264
STORAGE UNIT	B	144	0.01264	0.01264
STORAGE UNIT	B	145	0.01264	0.01264
STORAGE UNIT	B	146	0.01264	0.01264
STORAGE UNIT	B	147	0.01264	0.01264
STORAGE UNIT	B	148	0.01264	0.01264
STORAGE UNIT	B	149	0.01264	0.01264

## SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
STORAGE UNIT	B	150	0.01264	0.01264
STORAGE UNIT	B	151	0.01264	0.01264
STORAGE UNIT	B	152	0.01264	0.01264
STORAGE UNIT	B	153	0.01264	0.01264
STORAGE UNIT	B	154	0.01264	0.01264
STORAGE UNIT	B	155	0.01264	0.01264
STORAGE UNIT	B	156	0.01264	0.01264
STORAGE UNIT	B	157	0.01264	0.01264
STORAGE UNIT	B	158	0.01264	0.01264
STORAGE UNIT	B	159	0.01264	0.01264
BICYCLE UNIT	B	160	0.00633	0.00633
BICYCLE UNIT	B	161	0.00633	0.00633
BICYCLE UNIT	B	162	0.00633	0.00633
BICYCLE UNIT	B	163	0.00633	0.00633
BICYCLE UNIT	B	164	0.00633	0.00633
BICYCLE UNIT	B	165	0.00633	0.00633
BICYCLE UNIT	B	166	0.00633	0.00633
BICYCLE UNIT	B	167	0.00633	0.00633
BICYCLE UNIT	B	168	0.00633	0.00633
BICYCLE UNIT	B	169	0.00633	0.00633
BICYCLE UNIT	B	170	0.00633	0.00633
BICYCLE UNIT	B	171	0.00633	0.00633
BICYCLE UNIT	B	172	0.00633	0.00633
BICYCLE UNIT	B	173	0.00633	0.00633
BICYCLE UNIT	B	174	0.00633	0.00633
BICYCLE UNIT	B	175	0.00633	0.00633
BICYCLE UNIT	B	176	0.00633	0.00633
BICYCLE UNIT	B	177	0.00633	0.00633
BICYCLE UNIT	B	178	0.00633	0.00633
BICYCLE UNIT	B	179	0.00633	0.00633
BICYCLE UNIT	B	180	0.00633	0.00633
BICYCLE UNIT	B	181	0.00633	0.00633
BICYCLE UNIT	B	182	0.00633	0.00633
BICYCLE UNIT	B	183	0.00633	0.00633
BICYCLE UNIT	B	184	0.00633	0.00633
BICYCLE UNIT	B	185	0.00633	0.00633
BICYCLE UNIT	B	186	0.00633	0.00633
BICYCLE UNIT	B	187	0.00633	0.00633
BICYCLE UNIT	B	188	0.00633	0.00633
BICYCLE UNIT	B	189	0.00633	0.00633
BICYCLE UNIT	B	190	0.00633	0.00633
BICYCLE UNIT	B	191	0.00633	0.00633
BICYCLE UNIT	B	192	0.00633	0.00633
BICYCLE UNIT	B	193	0.00633	0.00633
BICYCLE UNIT	B	194	0.00633	0.00633
STORAGE UNIT	B	195	0.01264	0.01264
STORAGE UNIT	B	196	0.01264	0.01264
STORAGE UNIT	B	197	0.01264	0.01264
STORAGE UNIT	B	198	0.01264	0.01264
STORAGE UNIT	B	199	0.01264	0.01264
STORAGE UNIT	B	200	0.01264	0.01264
STORAGE UNIT	B	201	0.01264	0.01264
STORAGE UNIT	B	202	0.01264	0.01264
STORAGE UNIT	B	203	0.01264	0.01264
STORAGE UNIT	B	204	0.01264	0.01264
STORAGE UNIT	B	205	0.01264	0.01264
STORAGE UNIT	B	206	0.01264	0.01264
STORAGE UNIT	B	207	0.01264	0.01264
STORAGE UNIT	B	208	0.01264	0.01264
STORAGE UNIT	B	209	0.01264	0.01264
STORAGE UNIT	B	210	0.01264	0.01264
STORAGE UNIT	B	211	0.01264	0.01264
STORAGE UNIT	B	212	0.01264	0.01264
STORAGE UNIT	B	213	0.01264	0.01264
STORAGE UNIT	B	214	0.01264	0.01264
STORAGE UNIT	B	215	0.01264	0.01264
STORAGE UNIT	B	216	0.01264	0.01264
STORAGE UNIT	B	217	0.01264	0.01264
STORAGE UNIT	B	218	0.01264	0.01264
STORAGE UNIT	B	219	0.01264	0.01264
STORAGE UNIT	B	220	0.01264	0.01264
STORAGE UNIT	B	221	0.01264	0.01264
STORAGE UNIT	B	222	0.01264	0.01264

## SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
STORAGE UNIT	B	223	0.01264	0.01264
STORAGE UNIT	B	224	0.01264	0.01264
STORAGE UNIT	B	225	0.01264	0.01264
STORAGE UNIT	B	226	0.01264	0.01264
STORAGE UNIT	B	227	0.01264	0.01264
STORAGE UNIT	B	228	0.01264	0.01264
STORAGE UNIT	B	229	0.01264	0.01264
STORAGE UNIT	B	230	0.01264	0.01264
STORAGE UNIT	B	231	0.01264	0.01264
STORAGE UNIT	B	232	0.01264	0.01264
STORAGE UNIT	B	233	0.01264	0.01264
STORAGE UNIT	B	234	0.01264	0.01264
STORAGE UNIT	B	235	0.01264	0.01264
STORAGE UNIT	B	236	0.01264	0.01264
STORAGE UNIT	B	237	0.01264	0.01264
STORAGE UNIT	B	238	0.01264	0.01264
STORAGE UNIT	B	239	0.01264	0.01264
STORAGE UNIT	B	240	0.01264	0.01264
101	1	1	0.32767	0.32767
102	1	2	0.32767	0.32767
103	1	3	0.32767	0.32767
104	1	4	0.32767	0.32767
105	1	5	0.32767	0.32767
106	1	6	0.36027	0.36027
107	1	7	0.24301	0.24301
108	1	8	0.24301	0.24301
109	1	9	0.24190	0.24190
110	1	10	0.24190	0.24190
111	1	11	0.41839	0.41839
112	1	12	0.32767	0.32767
113	1	13	0.32767	0.32767
114	1	14	0.32767	0.32767
115	1	15	0.34483	0.34483
116	1	16	0.61842	0.61842
117	1	17	0.48327	0.48327
118	1	18	0.48052	0.48052
119	1	19	0.48327	0.48327
120	1	20	0.48327	0.48327
GUEST SUITE UNIT	1	21	0.00001	0.00001
STORAGE UNIT	1	22	0.01264	0.01264
STORAGE UNIT	1	23	0.01264	0.01264
201	2	1	0.33665	0.33665
202	2	2	0.32767	0.32767
203	2	3	0.32767	0.32767
204	2	4	0.32767	0.32767
205	2	5	0.32767	0.32767
206	2	6	0.32767	0.32767
207	2	7	0.33665	0.33665
208	2	8	0.36027	0.36027
209	2	9	0.24301	0.24301
210	2	10	0.24301	0.24301
211	2	11	0.24190	0.24190
212	2	12	0.24190	0.24190
213	2	13	0.52136	0.52136
214	2	14	0.32767	0.32767
215	2	15	0.32767	0.32767
216	2	16	0.32767	0.32767
217	2	17	0.34483	0.34483
218	2	18	0.61842	0.61842
219	2	19	0.48052	0.48052
220	2	20	0.48327	0.48327
221	2	21	0.48327	0.48327
222	2	22	0.48327	0.48327
223	2	23	0.48327	0.48327
224	2	24	0.48327	0.48327
225	2	25	0.61842	0.61842
226	2	26	0.34483	0.34483
227	2	27	0.32767	0.32767
228	2	28	0.32767	0.32767
229	2	29	0.32767	0.32767
230	2	30	0.52136	0.52136

## SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
231	2	31	0.24190	0.24190
232	2	32	0.24190	0.24190
233	2	33	0.24301	0.24301
234	2	34	0.24301	0.24301
235	2	35	0.36027	0.36027
STORAGE UNIT	2	36	0.01264	0.01264
STORAGE UNIT	2	37	0.01264	0.01264
STORAGE UNIT	2	38	0.01264	0.01264
STORAGE UNIT	2	39	0.01264	0.01264
STORAGE UNIT	2	40	0.01264	0.01264
301	3	1	0.33665	0.33665
302	3	2	0.32767	0.32767
303	3	3	0.32767	0.32767
304	3	4	0.32767	0.32767
305	3	5	0.32767	0.32767
306	3	6	0.32767	0.32767
307	3	7	0.33665	0.33665
308	3	8	0.36027	0.36027
309	3	9	0.24301	0.24301
310	3	10	0.24301	0.24301
311	3	11	0.24190	0.24190
312	3	12	0.24190	0.24190
313	3	13	0.52814	0.52814
314	3	14	0.32767	0.32767
315	3	15	0.32767	0.32767
316	3	16	0.32767	0.32767
317	3	17	0.34483	0.34483
318	3	18	0.61842	0.61842
319	3	19	0.48052	0.48052
320	3	20	0.48327	0.48327
321	3	21	0.48327	0.48327
322	3	22	0.48327	0.48327
323	3	23	0.48327	0.48327
324	3	24	0.48327	0.48327
325	3	25	0.61842	0.61842
326	3	26	0.34483	0.34483
327	3	27	0.32767	0.32767
328	3	28	0.32767	0.32767
329	3	29	0.32767	0.32767
330	3	30	0.52814	0.52814
331	3	31	0.24190	0.24190
332	3	32	0.24190	0.24190
333	3	33	0.24301	0.24301
334	3	34	0.24301	0.24301
335	3	35	0.36027	0.36027
STORAGE UNIT	3	36	0.01264	0.01264
STORAGE UNIT	3	37	0.01264	0.01264
STORAGE UNIT	3	38	0.01264	0.01264
STORAGE UNIT	3	39	0.01264	0.01264
STORAGE UNIT	3	40	0.01264	0.01264
401	4	1	0.33665	0.33665
402	4	2	0.32767	0.32767
403	4	3	0.32767	0.32767
404	4	4	0.32767	0.32767
405	4	5	0.32767	0.32767
406	4	6	0.32767	0.32767
407	4	7	0.33665	0.33665
408	4	8	0.36027	0.36027
409	4	9	0.24301	0.24301
410	4	10	0.24301	0.24301
411	4	11	0.24190	0.24190
412	4	12	0.24190	0.24190
413	4	13	0.52814	0.52814
414	4	14	0.32767	0.32767
415	4	15	0.32767	0.32767
416	4	16	0.32767	0.32767
417	4	17	0.34483	0.34483
418	4	18	0.61842	0.61842
419	4	19	0.48052	0.48052
420	4	20	0.48327	0.48327
421	4	21	0.48327	0.48327

## SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
422	4	22	0.48327	0.48327
423	4	23	0.48327	0.48327
424	4	24	0.48327	0.48327
425	4	25	0.61842	0.61842
426	4	26	0.34483	0.34483
427	4	27	0.32767	0.32767
428	4	28	0.32767	0.32767
429	4	29	0.32767	0.32767
430	4	30	0.52814	0.52814
431	4	31	0.24190	0.24190
432	4	32	0.24190	0.24190
433	4	33	0.24301	0.24301
434	4	34	0.24301	0.24301
435	4	35	0.36027	0.36027
STORAGE UNIT	4	36	0.01264	0.01264
STORAGE UNIT	4	37	0.01264	0.01264
STORAGE UNIT	4	38	0.01264	0.01264
STORAGE UNIT	4	39	0.01264	0.01264
STORAGE UNIT	4	40	0.01264	0.01264
501	5	1	0.33665	0.33665
502	5	2	0.32767	0.32767
503	5	3	0.32767	0.32767
504	5	4	0.32767	0.32767
505	5	5	0.32767	0.32767
506	5	6	0.32767	0.32767
507	5	7	0.33665	0.33665
508	5	8	0.36027	0.36027
509	5	9	0.24301	0.24301
510	5	10	0.24301	0.24301
511	5	11	0.24190	0.24190
512	5	12	0.24190	0.24190
513	5	13	0.52814	0.52814
514	5	14	0.32767	0.32767
515	5	15	0.32767	0.32767
516	5	16	0.32767	0.32767
517	5	17	0.34483	0.34483
518	5	18	0.61842	0.61842
519	5	19	0.48052	0.48052
520	5	20	0.48327	0.48327
521	5	21	0.48327	0.48327
522	5	22	0.48327	0.48327
523	5	23	0.48327	0.48327
524	5	24	1.10164	1.10164
526	5	25	0.34483	0.34483
527	5	26	0.32767	0.32767
528	5	27	0.32767	0.32767
529	5	28	0.32767	0.32767
530	5	29	0.52814	0.52814
531	5	30	0.24190	0.24190
532	5	31	0.24190	0.24190
533	5	32	0.24301	0.24301
534	5	33	0.24301	0.24301
535	5	34	0.36027	0.36027
STORAGE UNIT	5	35	0.01264	0.01264
STORAGE UNIT	5	36	0.01264	0.01264
STORAGE UNIT	5	37	0.01264	0.01264
STORAGE UNIT	5	38	0.01264	0.01264
STORAGE UNIT	5	39	0.01264	0.01264
601	6	1	0.33665	0.33665
602	6	2	0.32767	0.32767
603	6	3	0.32767	0.32767
604	6	4	0.32767	0.32767
605	6	5	0.32767	0.32767
606	6	6	0.32767	0.32767
607	6	7	0.33665	0.33665
608	6	8	0.36027	0.36027
609	6	9	0.24301	0.24301
610	6	10	0.24301	0.24301
611	6	11	0.24190	0.24190
612	6	12	0.24190	0.24190
613	6	13	0.52814	0.52814

## SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
614	6	14	0.32767	0.32767
615	6	15	0.32767	0.32767
616	6	16	0.32767	0.32767
617	6	17	0.34483	0.34483
618	6	18	0.61842	0.61842
619	6	19	0.48052	0.48052
620	6	20	0.48327	0.48327
621	6	21	0.48327	0.48327
622	6	22	0.48327	0.48327
623	6	23	0.48327	0.48327
624	6	24	0.48327	0.48327
625	6	25	0.61842	0.61842
626	6	26	0.34483	0.34483
627	6	27	0.32767	0.32767
628	6	28	0.32767	0.32767
629	6	29	0.32767	0.32767
630	6	30	0.52814	0.52814
631	6	31	0.24190	0.24190
632	6	32	0.24190	0.24190
633	6	33	0.24301	0.24301
634	6	34	0.24301	0.24301
635	6	35	0.36027	0.36027
STORAGE UNIT	6	36	0.01264	0.01264
STORAGE UNIT	6	37	0.01264	0.01264
STORAGE UNIT	6	38	0.01264	0.01264
STORAGE UNIT	6	39	0.01264	0.01264
STORAGE UNIT	6	40	0.01264	0.01264
701	7	1	0.33665	0.33665
702	7	2	0.32767	0.32767
703	7	3	0.32767	0.32767
704	7	4	0.32767	0.32767
705	7	5	0.32767	0.32767
706	7	6	0.32767	0.32767
707	7	7	0.33665	0.33665
708	7	8	0.36027	0.36027
709	7	9	0.24301	0.24301
710	7	10	0.24301	0.24301
711	7	11	0.24190	0.24190
712	7	12	0.24190	0.24190
713	7	13	0.52814	0.52814
714	7	14	0.32767	0.32767
715	7	15	0.32767	0.32767
716	7	16	0.32767	0.32767
717	7	17	0.34483	0.34483
718	7	18	0.61842	0.61842
719	7	19	0.48052	0.48052
720	7	20	0.48327	0.48327
721	7	21	0.48327	0.48327
722	7	22	0.48327	0.48327
723	7	23	0.48327	0.48327
724	7	24	1.10164	1.10164
726	7	25	0.34483	0.34483
727	7	26	0.32767	0.32767
728	7	27	0.32767	0.32767
729	7	28	0.32767	0.32767
730	7	29	0.52814	0.52814
731	7	30	0.24190	0.24190
732	7	31	0.24190	0.24190
733	7	32	0.24301	0.24301
734	7	33	0.24301	0.24301
735	7	34	0.36027	0.36027
STORAGE UNIT	7	35	0.01264	0.01264
STORAGE UNIT	7	36	0.01264	0.01264
STORAGE UNIT	7	37	0.01264	0.01264
TOTALS			100.00000	100.00000

## Schedule "E"

### Common Expenses

- (a) All expenses of the Condominium incurred by it in the performance of its objects and duties, whether such objects and duties are imposed under the provisions of the Act, this Declaration, the By-laws, Rules and all agreements with the City of Toronto relating to the Lands.
- (b) All amounts payable by the Condominium for the procurement and maintenance of any insurance coverage required by the Act or this Declaration, as well as the cost of obtaining, from time to time, appraisals for the purpose of determining the amount of insurance to be effected.
- (c) All amounts payable for utilities and services serving the common elements and/or Units, including, without limiting the generality of the foregoing, monies payable on account of: gas; electricity; water; waste disposal; maintenance materials, tools and supplies; snow removal and landscaping (including charges for chemicals, salt, sand and other supplies); irrigating, maintaining and/or replacing trees and other landscaping located on the municipal right-of-way adjacent to the Lands; and heating, air conditioning and ventilation systems maintenance (unless such maintenance is the responsibility of the owners).
- (d) All amounts payable by the Condominium for the acquisition or retention of real property.
- (e) All amounts payable by the Condominium for the acquisition, repair, maintenance or replacement of personal property by the Condominium.
- (f) Remuneration payable by the Condominium to any employees deemed necessary for the proper operation, protection and maintenance of the Property.
- (g) All amounts paid or payable by the Condominium to any person, firm or corporation engaged or retained by the Condominium, the Board, its agents, servants and employees for the purpose of performing any or all of the duties of the Condominium, including without limitation legal, engineering, accounting, appraisal, advisory, maintenance, property management and secretarial services.
- (h) All amounts assessed by the Condominium for contribution to the reserve fund or funds established by the Condominium for the major repair and replacement of the common elements and/or other assets of the Condominium, in accordance with the Act and this Declaration.
- (i) All amounts paid by this Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Condominium.
- (j) All amounts on account of realty taxes (including local improvement charges) levied against the Property, or any part thereof, which are not the responsibility of individual Unit owners.
- (k) The fees and disbursements of the Insurance Trustee, if any.
- (l) All expenses incurred by this Corporation in enforcing any of the By-laws or the Rules of the Condominium from time to time.
- (m) The cost of furniture and equipment for use in and about the common elements including the repair, maintenance, operation or replacement thereof and leasing costs.
- (n) The cost of borrowing money for the purposes of carrying out the objects and duties of the Condominium and the repayment thereof, including principal and interest.



- (o) The cost of cleaning, maintaining and repairing the service court, common element areas and parking garage.
- (p) All lease payments relating to fitness equipment and other equipment forming part of the amenity facilities and/or common elements.
- (q) All lease payments relating to the waste management system including compactor and bins for sorting and storing waste and recyclable materials.
- (r) All lease payments relating to enter-phone equipment and other equipment which may be part of the common elements and has been leased by the Declarant on behalf of the Condominium.
- (s) All costs and expenses incurred by the Condominium for parking enforcement.
- (t) Costs and expenses relating to the operation, repair, maintenance and cleaning of the Guest Suite Unit and all costs associated with the acquisition of the Guest Suite Unit as referenced in Section 4.10.

## SCHEDULE 'F' TO THE DECLARATION

### Exclusive Use Common Elements

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

1. The owner(s) of Residential Units 1 to 35, inclusive, on each of Levels 2, 3, 4 & 6; and Units 1 to 34, inclusive, on each of Levels 5 & 7, shall have the exclusive use of a BALCONY(IES) to which said Unit provides direct and sole access.
2. Units 1 to 20, inclusive, on Level 1

The owner(s) of each Residential Unit shall have the exclusive use and enjoyment of the Outdoor Patio Area as illustrated on Part 2, Sheet 1 of the Description and as more particularly set out as follows:

<u>Suite No.</u>	<u>Unit</u>	<u>Level</u>	<u>Outdoor Patio Area</u>
	1	1	A1
	2	1	A2
	3	1	A3
	4	1	A4
	5	1	A5
	6	1	A6
	7	1	A7
	8	1	A8
	9	1	A9
	10	1	A10
	11	1	A11
	12	1	A12
	13	1	A13
	14	1	A14
	15	1	A15
	16	1	A16
	17	1	A17
	18	1	A18
	19	1	A19
	20	1	A20

**Schedule "G1"**

**Certificate of Architect or Engineer**

We certify that:

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

*(Check whichever boxes are applicable)*

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

Dated as of October 8, 2014.



**FLIESS GATES MCGOWAN  
EASTON/ARCHITECTS INC.**

Per: [Signature]  
Name: Terence McGowan  
Title: Authorized Signing Authority

I have authority to bind the Corporation.

## Schedule "G2"

**Showcase  
Certificate of Architect or Engineer**

We certify that:

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


(Check whichever boxes are applicable)

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

Dated as of October 20, 2014.



**M.V. SHORE ASSOCIATES (1993)  
LIMITED**

Per:   
Name: Bill Chan  
Title: Authorized Signing Authority

I have authority to bind the Corporation.