

## Office Schedule

AT

1275874

CERTIFICATE OF RECEIPT  
RÉCÉPISSÉ  
TORONTO (66)

2006-10-06

9:20

## DECLARATION

CONDOMINIUM  
ACT, 1998

TORONTO STANDARD CONDOMINIUM PLAN NO.

1802

NEW PROPERTY IDENTIFIERS BLOCK

12802

RECENTLY : Part of Pin 21331 - 0480 (LT)

DECLARANT : LORBETH DEVELOPMENT CORPORATION

SOLICITOR : Authur L. Shapero

OWENS, WRIGHT LLP

Phone : 416-486-9800 Fax : 416-486-3309

No. OF UNITS 649

FEES : \$70.00 + \$5.00 x 649 = \$3,315.00

## DECLARATION

### MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION is made and executed pursuant to the provisions of the *Condominium Act*, 1998, *S.O. 1998, c.19*, as amended from time to time and the regulations made thereunder.

BY: LORBETH DEVELOPMENT CORPORATION

WHEREAS the Declarant is the owner in fee simple of certain lands and premises situate in the City of Toronto, in the Province of Ontario which are more particularly described in Schedule "A" hereto (the "**Lands**") and in the description (the "**Description**") submitted herewith by the Declarant for registration in accordance with the Act; and

AND WHEREAS the Declarant has constructed a building upon the Lands containing 238 Dwelling Units, 202 Parking Units, 208 Bicycle/Storage Units and 1 Electrical Room Unit;

AND WHEREAS the Declarant intends that the Lands shall be governed by the Act and that the registration of the Declaration and the Description will create a freehold standard condominium corporation;

NOW THEREFORE THE DECLARANT hereby declares as follows:

### ARTICLE 1 - INTRODUCTORY

#### Section 1.01 - Definitions

The terms used in the Declaration shall have the meanings ascribed to them in the Act, unless the Declaration specifies otherwise and the following terms used herein have the meanings set out below:

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

"**Adjacent Condominium**" has the meaning ascribed thereto in Section 8.01(f) hereof;

"**Approval Authority**" means the City of Toronto;

"**Article**", "**Section**", "**Subsection**" or "**Paragraph**" means the specified article, section, subsection or paragraph in this Declaration;

"**Bicycle Storage Unit**" means units 203 to 290, both inclusive on level A and units 1 to 120, both inclusive, on level 1;

"**Board**" or "**board**" means the Corporation's board of directors from time to time;

"**Building**" means the building, structures, facilities, amenities and other improvements to be constructed on the Lands;

"**Common Elements**" or "**common elements**" means all the Property, except the units;

"**Common Expenses**" has the meaning ascribed thereto in the Act;

"**Common Interior Roadway**" means all of the road, curbs, driveways, sidewalks, walkways and all street lighting therealong, on the Lands or any part which are used for pedestrian and vehicular ingress and/or egress to and from the Condominium, Phase 1 and Phase 3 which are designated either as part of the common elements of the Condominium or Phase 1 or Phase 3 or as Parts 3, 4, 5, 6, 7, 8, 11 and 12 on Plan 66R-21414;

"**Corporation**" means the condominium corporation created by the registration of this Declaration and the Description pursuant to the Act;

"**Declarant**" means Lorbeth Development Corporation, its successors and assigns;

"**Declaration**" means this declaration and all amendments thereto and all Schedules referred to herein;



**"Description"** has the meaning ascribed thereto in the first recital hereof;

**"Dwelling Unit"** means units 1 to 17, both inclusive, on level 2, units 1 to 17, both inclusive, on level 3, units 1 to 17, both inclusive, on level 4, units 1 to 17, both inclusive, on level 5, units 1 to 17, both inclusive, on level 6, units 1 to 17, both inclusive on level 7, units 1 to 17, both inclusive, on level 8, units 1 to 17, both inclusive on level 9, units 1 to 17, both inclusive on level 10, units 1 to 17, both inclusive on level 11, units 1 to 17, both inclusive on level 12, units 1 to 17, both inclusive on level 13, units 1 to 17, both inclusive on level 14, and units 1 to 17, both inclusive on level 15;

**"Electrical Unit"** means unit 291, level A;

**"Governmental Authorities"** means the Approval Authority and all other governmental authorities having jurisdiction over the Lands and Building;

**"Lands"** has the meaning ascribed thereto in the first recital hereof;

**"Owner"** means the owner or owners of the freehold estate in a unit and its appurtenant common interest but does not include a mortgagee unless in possession;

**"Parking Unit"** means units 1 to 202, both inclusive, on level A;

**"Phase 1 Building(s)"** or **"Phase 1"** means the building(s) comprising Toronto Standard Condominium Plan No. 1657;

**"Phase 3 Building(s)"** or **"Phase 3"** means the building(s) comprising Phase 3 to be developed or created by the Declarant or a related company as one (1) or multiple separate condominium corporations upon the registration of a declaration(s) and description(s) on Part 10 on the Reference Plan;

**"Phase 3 Reciprocal Agreement"** means the agreement to be entered into by the Corporation and by or on behalf of Phase 3 providing for, inter alia, the mutual use, management, operations, maintenance, repair, replacement and cost sharing of the Refuse/Recycling Collection Facilities, the pool area and greenspace area as referred to in Section 10.02 hereof and such other facilities, services and systems which serve or benefit the units, and/or common elements of the Condominium and Phase 3;

**"Prime Rate"** means the annual rate of interest announced or stated by the Corporation's banker from time to time as its reference rate for commercial loans in Canadian dollars made in Canada;

**"Property"** means the Lands and the interests appurtenant to the Lands described in the Description (and in Schedule "A" annexed hereto) and includes any lands (and interests appurtenant to the lands) that are added to the Common Elements;

**"Reciprocal Agreement"** means the agreement entered into by or on behalf of the Corporation and by or on behalf of Phase 1 (or the Declarant if Phase 1 is not registered under the Act) providing for, inter alia, the mutual use, management, operations, maintenance, repair, replacement and cost sharing of the Shared Facilities;

**"Recreational Facilities"** means the pool area (being part 8 on Reference Plan), the greenspace area (being part 9 on the Reference Plan), the exercise room, men's and women's sauna areas and movie room;

**"Reference Plan"** means Plan 66R- 22602;

**"Refuse/Recycling Collection Facilities"** means those certain driveways, lighting thereon, loading docks and all other facilities associated with the Type G loading space and refuse/recycling collection facilities contained within Part 2, 3, 4 and 5 on the Reference Plan;

**"Rules"** means the rules passed by the Board from time to time;

**"Service Units"** means the Electrical Unit in the Condominium, which shall ultimately be shared and used by or on behalf of the Condominium and Phase 1, for the maintenance and operation of all electrical and/or ancillary system(s), serving both Condominiums, including, without limitation the Shared Facilities, in accordance with this Declaration and the



Reciprocal Agreement together with all other mechanical and/or electrical rooms hereafter situate in the Condominium housing or enclosing any mechanical or electrical fixtures or equipment (and any appurtenances thereto) utilized in connection with the operation and/or maintenance of any or all of the Shared Facilities;

**"Shared Facilities"** means the Common Interior Roadway, Refuse/Recycling Collection Facilities, Stairwell Units and the Service Units and servicing pipes, wires, cables, conduits and systems serving or benefiting the units and/or common elements of the Condominium (or any number or portions thereof) and Phase 1 and Phase 3, if applicable, excluding without limitation, all pertinent portions of the storm and sanitary sewer systems, and the gas, domestic water, plumbing, ventilation, hydro-electric, energy management, computer monitoring and fire protections systems (as well as portions of various ancillary mechanical and electrical fixtures, cables, valves, meters and equipment appurtenant thereto), which provide security, monitoring, heat, power, drainage, fire protection and/or any other type of service to either of the Condominium or Phase 1 or Phase 3, if applicable, exclusively but shall also include those areas, services, systems requirements and facilities identified or defined as Shared Facilities in the Reciprocal Agreement or the Phase 3 Reciprocal Agreement, as the case may be;

**"Shared Facilities Costs"** means the aggregate of all costs and expenses incurred in connection with the Shared Facilities, all as provided in the Reciprocal Agreement and the Phase 3 Reciprocal Agreement, as the case may be, and shall include without limitation, the costs and expenses incurred in connection with the maintenance, repair and operation of the Shared Facilities, including without limitation, the cost of maintaining and repairing all electrical and mechanical equipment, fixtures and installations comprising same or appurtenant thereto, together with the amount of any municipal, provincial or federal taxes and/or common expenses assessments attributable to the Shared Facilities (or any portion thereof);

**"Stairwell Units"** means units 199 and 200, Level A, of Toronto Standard Condominium Corporation No. 1657;

**"unit"** means a part or parts of the Lands included in the Description and designated as a unit by the Description and comprises the space enclosed by its boundaries and all the material parts of the land within such space, in accordance with the Declaration and the Description; and

**"Visitor Parking Spaces"** means the designated visitor parking spaces intended to be used by the visitors of the Owners.

#### **Section 1.02 – Act Governs the Property**

The Lands described in Schedule "A" hereto and in the Description, together with all interests appurtenant thereto are governed by the Act.

#### **Section 1.03 – Standard Condominium**

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

#### **Section 1.04 – Consent of Encumbrancers**

The consent of every person having a registered mortgage/charge of land against the Lands or interests appurtenant to the Lands is contained in Schedule "B" attached hereto.

#### **Section 1.05 – Boundaries of Units and Monuments**

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

- (a) each Dwelling Unit **shall include** all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service to that particular Dwelling Unit only, and that lie within or beyond the unit boundaries thereof as more particularly set out in Schedule "C" annexed hereto, and shall specifically include:
  - (i) the air conditioning compressor/condenser (and all appurtenant equipment thereto) comprising part of the heating/air conditioning



system servicing the said Dwelling Unit (regardless of whether same is/are installed or located within or beyond the boundaries of said Dwelling Unit);

- (ii) all electrical receptacles, intercom and alarm controls (excluding only the cable servicing such controls), ventilation fan units, light fixtures lying within suspended ceilings and similar apparatus that supply any service to that particular Dwelling Unit only (regardless of whether same are installed or located within or beyond the boundaries of said Dwelling Unit); and
  - (iii) any branch piping extending to the common pipe risers, but excluding only the common pipe risers;
- (b) each Dwelling Unit **shall exclude**:
- (i) all concrete, concrete block or masonry portions of load bearing walls or columns located within any of the Dwelling Units;
  - (ii) all pipes, wires, cables, conduits, ducts, flues, and mechanical or similar apparatus that supply any service to more than one unit, or to the common elements, or that may lie within the boundaries of any particular Dwelling Unit but which do not service that particular Dwelling Unit;
  - (iii) all the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system of the Condominium; and
  - (iv) all exterior door and window hardware (such as door and/or window handles, locks, hinges and peep holes);
- (c) each Parking Unit **shall exclude** all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any unit or to the common elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any Parking Unit), and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within (or comprise part of) the boundaries of any Parking Unit, together with any fire hose cabinets and steel guard rails abutting (or affixed to, or hanging from) any such columns or walls; and
- (d) each Bicycle Storage Unit **shall exclude** all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any unit or to the common elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any Bicycle/Storage Unit), and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within (or comprise part of) the boundaries of any Bicycle/Storage Unit, together with any fire hose cabinets abutting (or affixed to, or hanging from) any such columns or walls.
- (e) the Service Units **shall include** all pipes, wires, cables, conduits, ducts, shafts and any mechanical or electrical installation or equipment which provide a service or utility to that particular unit only and the exterior ducts and door frames.

#### Section 1.06 - Common Interest and Common Expenses

Each owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners and shall contribute to the Common Expenses in the proportions set out in Schedule "D" attached hereto. The total of the proportions of the common interests and Common Expenses shall be one hundred per cent (100%).

**Section 1.07 - Address for Service, Municipal Address and Mailing Address of the Corporation**

The Corporation's address for service and mailing address shall be:

c/o Taft Management Inc.  
250 Davisville Avenue, Suite 108  
Toronto, Ontario, M4S 1H2

or such other address as may be determined by a resolution of the Board.

The Corporation's municipal address is

1369 Bloor Street West,  
Toronto, Ontario M6P 4J4

**Section 1.08 - Approval Authority Requirements**

The following conditions imposed by the Approval Authority are included and form part of the Declaration:

- (a) the Visitor Parking Spaces form part of the common elements and shall not be used by or sold to any Owner or be considered part of the exclusive use portions of the common elements;
- (b) three of the Visitor Parking Spaces are shown to be handicapped parking spaces and therefore form part of the common elements, the control over which will be retained by the Corporation and such handicapped parking spaces cannot be made part of the exclusive use portions of the common elements;
- (c) where there are separate water meters for the different components of the Building which are to be shared, the Condominium will be responsible to the local water authority (not to the City of Toronto in case of a change in the future) for payment in full of the water bill; and
- (d) Canadian National Railway Company requires the following warning clause be inserted in the Declaration: "Warning: Canadian National Railway Company or its assigns or successors in interest has or have a right-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the rail facilities on such right-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). CN will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid right-of-way."

**Section 1.09 - Architect/Engineer's Certificate**

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

**ARTICLE 2 - COMMON EXPENSES**

**Section 2.01 - Specification of Common Expenses**

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

**Section 2.02 - Payment of Common Expenses**

- (a) Each Owner, including the Declarant, shall pay to the Corporation his proportionate share of the Common Expenses, as may be provided for by the by-laws and the assessment and collection of contributions toward Common Expenses may be regulated by the Board pursuant to the by-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any by-laws or Rules in force from time to time by



any Owner, or by members of his family and/or their respective tenants, invitees or licensees shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

(b) Hydro:

- (i) The Corporation shall contract for the purchase of electricity from the appropriate local distribution company or with an independent energy retailing company. Electricity consumption in each owner's unit shall be measured and invoiced by a sub-metering system installed and operated by a third party supplier affiliated with the hydro retailers or the embedded distributor (the "Supplier").
- (ii) Each unit owner shall receive and be responsible for, payment of the invoice (which may include and administration charge) with respect to the electricity consumption for his/her unit. The unit owner shall remit payment to the Supplier for electricity consumption, separate from any other obligations the unit owner has with respect to payment of common expenses as an owner within the condominium.
- (iii) Any monies owing with respect to invoices for electricity consumption and not paid to the Supplier by the unit owner according to the terms of the invoice, shall if required by the Supplier, be paid by the condominium corporation to the Supplier and shall thereupon be a debt owned by the owner of the unit whose occupants have consumed the electricity and shall be collectable by the Corporation as if same were common expenses in arrears and for such purposes only shall be considered common expenses. Payment to the Corporation shall be made in such manner and with such frequency as determined by the Board of Directors from time to time acting reasonably in the event of such default. Interest will accrue on arrears of money owing for electricity consumption at a rate equal to that for arrears of common expense payments as set out in the corporation's declaration and/or by-laws.
- (iv) In the event a unit owner is in default of payment of invoices to the Supplier as a condition of being supplied or continuing to be supplied with electricity, the Corporation has the right to require an Owner to maintain a deposit with the Corporation in an amount equal to two month's common expense fees. The Corporation is entitled to apply such deposits against monies owing by a defaulting Owner to the Supplier, with respect to the supply of electricity.
- (v) Notwithstanding any other provisions of this Declaration, the Corporation authorizes entry to units and the common elements by the Supplier or its subcontractors from time to time, as deemed necessary by the Supplier for the purposes of conducting inspection, maintenance, repair and reading of the submeters. Work that is required within a unit or common elements (including exclusive use common elements) in order to facilitate the usage and operation of any submetering system is also permitted and authorized upon not less than twenty-four (24) hours notice to the owner of the unit if access to the unit is required except in the case of emergency, whereupon no notice is required.

#### **Section 2.03 - Reserve Fund**

- (a) The Corporation shall establish and maintain one or more reserve funds and shall collect from the Owners as part of their contribution towards the Common Expenses, amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation; and
- (b) No part of the reserve fund shall be used except for the purpose for which the funds were established. The reserve fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation in accordance with the Act.

#### **Section 2.04 - Status Certificate**

The Corporation shall, upon request, provide the requesting party with a status certificate and accompanying documentation and information in accordance with the Act. The Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying documentation



and information, as may be requested from time to time by or on behalf of the Declarant for any reason whatsoever, all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

### **ARTICLE 3 - COMMON ELEMENTS**

#### **Section 3.01 - General Use of Common Element Areas**

(a) Save as otherwise provided in this Declaration to the contrary, each Owner may make reasonable use of (and has the right to enjoy) the whole or any part of the Common Elements, including those exclusive use common element areas allocated or appurtenant to his unit as set out in Schedule "F" hereto, subject to any applicable conditions or restrictions set out in the Act, this Declaration, the by-laws and Rules of the Corporation, and any agreement(s) authorized by any by-law. However, save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on upon any portion of the Common Elements that:

- (i) will result in a contravention of any term or provision set out in the Act, this Declaration, the by-laws and Rules of the Corporation, and in any agreement(s) authorized by any by-law;
- (ii) is likely to damage the Property, injure any person, or impair the structural integrity of any unit or common element area;
- (iii) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and their respective units; or
- (iv) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto.

In the event that the use of the Common Elements by any Owner contravenes any of the foregoing provisions, then such Owner shall indemnify and save the Corporation harmless from and against any and all costs, losses, damages, expenses and/or liabilities that the Corporation may suffer or incur as a result of said contravention and/or the cancellation of any insurance policy arising therefrom (including without limitation, any costs incurred to redress, rectify and/or relieve said contravention), and such Owner shall also be personally liable to pay and/or fully reimburse the Corporation for any increased insurance premiums payable by the Corporation as a result of such Owner's use, and all such costs and expenses may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

(b) No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to (or by virtue of) this Declaration, any by-law of the Corporation, and/or any agreement(s) authorized by any by-law of the Corporation.

#### **Section 3.02 - Exclusive Use Common Elements**

Subject to the provisions of the Act, this Declaration and the by-laws and the Rules passed pursuant thereto, the Owner of certain units shall have the exclusive use and enjoyment of those parts of the Common Elements as set out in Schedule "F" attached hereto.

#### **Section 3.03 - Restrictive Access**

Unless otherwise provided for in this Declaration, without the consent in writing of the Board, no Owner shall have any right of access to those parts of the Common Elements used from time to time for utility, service or mechanical areas, building maintenance, storage, garbage or loading areas, management offices, operating machinery, the Declarant's marketing, sales, construction or customer service offices or areas, the rooftop of the Condominium (except as otherwise set out in this Declaration) or any other parts of the Common Elements used for the care, maintenance or operation of the Property, and without the consent, in writing, of the Board, no Owner shall have the right of access to the superintendent's suite, if any. Provided, however, that this Section shall not apply to any first mortgagee holding mortgages on at least twenty-five per cent (25%) of the Dwelling Units who shall have a right of access for inspection upon forty-eight (48) hours' notice to the Corporation.



### **Section 3.04 - Sales Office**

Notwithstanding anything hereinafter provided to the contrary, and notwithstanding the Rules to the contrary, the Declarant shall be entitled to erect and maintain signs for marketing and/or sales purposes upon the Common Elements and within or outside any unsold units, pursuant to the Declarant's ongoing marketing and/or sales program in respect of the Corporation, at such location and having such dimensions as the Declarant may determine in its sole discretion. The Declarant, its sales staff, its authorized personnel or agents, and any prospective purchasers shall together have the right to use the Visitor Parking Spaces, which right shall cease forthwith upon the sale and closing of all units owned by the Declarant.

### **Section 3.05 - Use of the Visitor Parking Spaces**

Each of the Visitor Parking Spaces shall be used only by the visitors and guests of the Owners, residents and tenants of the units, and by the Declarant and its employees, agents, representatives, contractors and invitees, for the purposes of parking thereon only one motor vehicle per space, and each such space shall be individually so designated by means of clearly visible signs. None of the Visitor Parking Spaces shall be assigned, leased or sold to any Owner or to any other party, nor otherwise conveyed or encumbered. Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the Board, the term "motor vehicle", when used in the context of visitor parking, shall be restricted to a private passenger automobile, motorcycle, station wagon, mini van, SUV or truck not exceeding 1.9 metres in height, and shall exclude any type of commercial vehicle, truck, trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the Board may wish to exclude from the Property from time to time), but shall nevertheless specifically include any construction and/or loading vehicles used by the Declarant and/or any of its employees, agents, representatives or contractors in the course of constructing, completing, servicing and/or maintaining this Condominium or the units.

### **Section 3.06 - Use of Exercise Room and Men's and Women's Saunas/Change Rooms**

The exercise room and men's and women's saunas and change rooms located on Level 1 shall be used and enjoyed only by the Declarant and the Owners and their respective residents, tenants and invitees, for general recreational and fitness purposes and for such other uses as are consistent with the equipment, facilities and/or amenities situate therein or comprising part thereof, all in accordance with all applicable by-laws and regulations of the Governmental Authorities and shall also be governed by the Rules in force from time to time.

### **Section 3.07 - Use of the Multi-Purpose Room/Movie Room**

The multi-purpose room located on Level 1 shall only be used to accommodate the parties and/or meetings which are convened or arranged by and are for the benefit of the Declarant (while it owns any unit in the Condominium), or the Owners and/or tenants of the Dwelling Units. The movie room located on Level 1 shall only be used to accommodate the Owners and/or tenants of the Dwelling Units, for general recreational purposes and for such other uses as are consistent with the equipment, facilities and/or amenities situate therein or comprising part thereof. The use of the multi-purpose room and movie room shall be subject to all applicable by-laws and regulations of the Governmental Authorities and shall also be governed by the Rules in force from time to time.

### **Section 3.08 - Modification of Common Elements, Assets and Services**

#### **(a) General Prohibition**

No Owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with Section 98 of the Act.

#### **(b) Non-Substantial Additions, Alterations and Improvements by the Corporation**

The Corporation may make an addition, alteration, or improvement to the Common Elements, a change in the assets of the Corporation or a change in a service that the Corporation provides to the Owners in accordance with subsections 97(2) and (3) of the Act.



(c) **Substantial Additions, Alterations and Improvements by the Corporation**

The Corporation may, by a vote of Owners who own at least sixty-six and two thirds (66 2/3%) percent of the units make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owners in accordance with subsections 97 (4), (5) and (6) of the Act.

**Section 3.09 - Pets**

No animal, livestock or fowl, other than those household domestic pets as permitted pursuant to Article 4 of this Declaration are permitted to be on or about the Common Elements, including the exclusive use Common Elements, except for ingress to and egress from a Dwelling Unit. All dogs and cats must be kept under personal supervision and control and held by leash at all times during ingress and egress from a Dwelling Unit and while on the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger to the residents of the Corporation is permitted to be on or about the Common Elements.

**ARTICLE 4 - UNITS**

**Section 4.01 -General Use of Units**

- (a) Save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on upon any portion of the units that:
- (i) will result in a contravention of any term or provision set out in the Act, this Declaration, the by-laws and Rules of the Corporation, and in any agreement(s) authorized by any by-law;
  - (ii) is likely to damage the Property, injure any person, or impair the structural integrity of any unit or exclusive use common element area;
  - (iii) will unreasonably interfere with the use and enjoyment by the other Owners of their units or of their exclusive use common element areas; or
  - (iv) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto.

In the event that the use of a unit by any Owner contravenes any of the foregoing provisions, then such Owner shall indemnify and save the Corporation harmless from and against any and all costs, losses, damages, expenses and/or liabilities that the Corporation may suffer or incur as a result of said contravention and/or the cancellation of any insurance policy arising therefrom (including without limitation, any costs incurred to redress, rectify and/or relieve said contravention), and such Owner shall also be personally liable to pay and/or fully reimburse the Corporation for any increased insurance premiums payable by the Corporation as a result of such Owner's use, and all such costs and expenses may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

- (b) No one shall, by any conduct or activity undertaken in or upon any part of any unit, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to (or by virtue of) this Declaration, any by-law of the Corporation, and/or any agreement(s) authorized by any by-law of the Corporation.
- (c) The Owner of a unit shall comply and shall require all residents, tenants, invitees, licensees, and visitors of his unit to comply with the Act, this Declaration, the by-laws and the Rules.
- (d) Save as otherwise provided in this Declaration to the contrary, no Owner other than the Declarant shall make any structural change or alteration in or to any unit, and without limiting the generality of the foregoing, to any boundary wall, load-bearing partition wall or floor, without the written consent of the board. Any changes whether or not of a nature requiring the approval of the board shall be made in



accordance with the provisions of all relevant Governmental Authorities and their by-laws, rules, regulations or ordinances and if the approval of the board is required, in accordance with the conditions, if any, of such approval by the board.

#### **Section 4.02 - Occupation and Use of Dwelling Units**

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

- (a) Each Dwelling Unit shall be occupied and used only as a private single family residential dwelling and for no other purposes; provided, however, that the foregoing shall not prevent the Declarant, its successors and assigns: (i) from completing the Building, maintaining Dwelling Units as models for display and sale purposes in the said development only and otherwise maintaining construction offices, displays and signs until all Dwelling Units have been sold and closed by the Declarant; and (ii) or other corporations, individuals or entities from leasing Dwelling Units to tenants, on a short-term or long-term basis as furnished or unfurnished residential apartments.
- (b) No animal, livestock or fowl of any kind other than two (2) general household domestic pets, being cats, dogs not exceeding fifteen (15) kilograms, canaries, budgies, or other small caged birds, or an aquarium of goldfish or tropical fish, shall be kept or allowed in any Dwelling Unit. No pet, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance or a danger to Owners or other residents of the Corporation shall be kept by any Owner in any Dwelling Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the Property. No breeding of pets for sale or otherwise shall be carried on, in or around any unit. Notwithstanding anything contained in this Declaration, no pets are to be kept in a Parking Unit or Bicycle/Storage Unit.
- (c) No Owner, without consent in writing from the board, which consent may be unreasonably and arbitrarily withheld, shall install or construct any permanent or semi-permanent form of enclosure of any balcony, terrace or outdoor patio area of his Dwelling Unit.
- (d) No change is to 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. Each owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls (including within or on any balcony, terrace or outdoor patio area which is visible to the outside), including awnings and/or storm shutters, doors or windows of the Building except with the prior written consent of the board, and further, when approved, subject to the Rules. All shades, awnings or other window coverings shall be white on the outside and all draperies shall be lined in white to present a uniform appearance to the exterior of the Building.
- (e) Other than a satellite dish which may be installed by the Declarant on the roof of the Building no other exterior aerial, antenna or satellite dish shall be placed on the Building or Lands unless the board consents in writing to the said antenna, aerial or satellite dish, which consent shall be in the sole and unfettered discretion of the board and may be subject to such conditions as may be determined by the board.

#### **Section 4.03 - Requirements for Leasing**

- (a) Where an Owner leases his unit, the Owner shall within thirty (30) days of entering into a lease (which term includes offer to lease) or a renewal thereof:
  - (i) notify the Corporation that the unit is leased;
  - (ii) provide the Corporation with the tenant's name, the Owner's address and a copy of the lease or renewal or a summary of it in the form prescribed by the Regulations to the Act; and
  - (iii) provide the tenant with a copy of the Declaration, by-laws and Rules of the Corporation.
- (b) If a lease of a unit is terminated and not renewed, the Owner of the unit shall notify the Corporation in writing.



- (c) In addition, no Owner shall lease his unit unless he delivers to the Corporation a covenant or agreement signed by the tenant in favour of the Corporation, to the following effect:

"I acknowledge and agree that I, and my servants, agents, tenants, family, invitees and licensees from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, the Declaration, the by-laws of the Condominium, all Rules of the Condominium and any agreement(s) authorized by the by-laws of the Condominium including the Reciprocal Agreement and Phase 3 Reciprocal Agreement, as the case may be, during the entire term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of Common Expenses unless otherwise provided by the Condominium Act."

#### **Section 4.04 - Occupation and Use of Parking Units**

Each Parking Unit shall be occupied and used only as a private parking space and without restricting any wider definition of motor vehicle as may hereinafter be imposed by the board, "motor vehicle" when used in the context of Parking Units shall be restricted to a private passenger automobile, station wagon, mini-van, SUV or truck not exceeding 1.9 metres in height. Each Owner of a Parking Unit shall maintain his Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of the Parking Units.

#### **Section 4.05 - Occupation and Use of Bicycle/Storage Units**

The Bicycle/Storage Units shall be used and occupied for storage purposes only by the Owner thereof and shall otherwise be subject to such Rules as the board of the Corporation may from time to time enact including restrictions on the categories of items that may be stored or used in such Bicycle/Storage Units.

#### **Section 4.06 - Service Units/Stairwell Units**

The Service Units shall be used only for the purpose of housing the respective electrical servicing installations, telephone systems, television systems, computer monitoring equipment and systems, municipal and/or private hydro meters, transformers, generators and various other electrical, electronic and/or computer systems and equipment contained therein and for the purpose of operating, maintaining and repairing such installations systems and equipment. The Service Units shall ultimately be shared and used by the Condominium and Phase 1 and Phase 3, if applicable, in connection with the maintenance and operation of the Shared Facilities and access thereto shall be restricted to the authorized agents, representatives, servants, employees and tradesmen of the Declarant and/or the authorized agents, representatives, servants, employees and tradesmen of this Condominium, Phase 1 and Phase 3, if applicable. The purposes of the various Service Units are as follows:

- (a) The Electrical Unit contains certain electrical services which will be used to provide and monitor electricity in certain areas of the Condominium and Phase 1; and
- (b) The Stairwell Units provide pedestrian ingress and egress from the underground garage.

Ownership of the Service Units and Stairwell Units shall ultimately be shared between the Corporation and Phase 1, as tenants in common, each as to an undivided interest, as set out in the Reciprocal Agreement. The actual transfer of ownership in the Service Units and Stairwell Units by the Declarant shall occur within one hundred and twenty (120) days of the date of the registration of the Corporation or such earlier date as the Declarant may determine in its sole and unfettered discretion.

#### **Section 4.07 - Sale of Service Units**

The Service Units shall not be transferred, licensed, leased or otherwise conveyed without the consent of a majority of the dwelling unit owners in the Condominium and Phase 1.



## ARTICLE 5 - MAINTENANCE AND REPAIRS

### Section 5.01 - Maintenance of Unit by Owner

Each Owner shall maintain his unit and subject to the provisions of the Act and of this Declaration, each owner is to repair his unit and any exclusive use areas of the Common Elements after damage, all at his own expense. Each Owner is responsible for all damages to any and all other units and to the Common Elements, which are caused by the failure of the Owner to so maintain and repair his unit.

### Section 5.02 - Corporation May Make Repairs

The Corporation shall make any repairs that an Owner is obligated to make and that he does not make within a reasonable time or in an emergency situation such repairs may be forthwith made by the Corporation or the Corporation may otherwise enforce the terms of or compliance with the Declaration, and in such an event or events an Owner shall be deemed to have consented to have repairs done to his unit by the Corporation and shall also consent to any enforcement of the Declaration by the Corporation, and an Owner shall reimburse the Corporation in full for the costs of such repairs and enforcement, including any legal or collection costs incurred by the Corporation in order to collect the costs and repairs, and all such sums of money are to bear interest at the prime rate of interest of the Corporation's banker plus 5% per annum, calculated monthly not in advance, or such other amount as may be established, from time to time, by the board. The Corporation may collect all such sums of money in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the Common Expenses of such Owner, after receipt of notice from the Corporation thereof. All such payments are to be additional contributions towards the Common Expenses and recoverable as such.

### Section 5.03 - Repairs and Maintenance of Common Elements

- (a) The Corporation shall maintain and repair after damage the Common Elements, other than any improvements to (and/or any facilities, services and/or amenities placed or installed by any unit Owner upon) any Common Element areas set aside for the exclusive use of any Owner and other then as set out in Section 5.03(b) hereof. This duty to maintain and repair shall extend to all doors (except for any locking mechanisms with card swipe technology which require periodic maintenance, for which the Owner shall be responsible) which provide access to the units, all windows (except the cleaning of the interior surface of all windows in a unit and the exterior surface of such windows which are accessible from such unit or from the Common Elements over which such unit has the exclusive use, which shall be the responsibility of such unit Owner), but shall not extend to exclusive use portions of the Common Elements except as otherwise provided for in this Declaration.
- (b) Each Owner shall further maintain, repair and replace the heating, air-conditioning and ventilation equipment, if any, including thermostatic controls, heat pumps and air filters installed for the sole benefit of such Owner's Dwelling Unit, such maintenance to including regularly scheduled inspections of all such equipment. Each Owner shall be liable for any damage due to the malfunction of any equipment which services his Dwelling Unit and is contained within his Dwelling Unit, and which is caused by his failure to carry out the periodic cleaning, repair and replacement of same or otherwise by the act or omission of an Owner, his servants, agents, tenants, family, invitees or licensees. No Owner shall make any change, alteration or addition in or to such equipment without the prior consent of the board. The decision to replace any component associated with any such heating, air-conditioning and ventilation equipment, if any, shall be at the sole discretion of the board or its agent.
- (c) Each Owner shall be responsible for the cleaning and sweeping of any balcony, patio or terrace area set aside for the exclusive use of such Owner. No Owner may alter or repair any balcony, patio or terrace area (or any portion of the exterior window glazing) nor alter or change the colour, texture and/or materials constituting same without the prior written consent of the Corporation. Upon the Corporation's request, each Owner shall provide access to the balcony, patio or terrace area set aside for the exclusive use of such Owner, to the Corporation's authorized representatives, servants, agents or contractors for the purposes of facilitating and/or expediting any requisite maintenance or repair made to same or to any other unit or the Common Elements. Notwithstanding anything else herein contained, the Corporation shall be responsible for maintaining and repairing the balcony, patio or terrace areas.



- (d) Every Owner from time to time shall forthwith reimburse the Corporation for repairs to and replacement of windows and doors serving his unit and any services or equipment serving the Common Elements that are situated within or are affixed to his unit, caused by his negligence or the negligence of his family, tenants, servants, agents, invitees, or licensees of his unit.

## ARTICLE 6 - INDEMNIFICATION

### Section 6.01 - Indemnity

Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his family, guests, visitors or tenants to or with respect to the Common Elements, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions towards Common Expenses payable by such Owner and shall be recoverable as such.

## ARTICLE 7 - INSURANCE

### Section 7.01 - By the Corporation

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance as well as insurance against such other perils or events as the Board may from time to time deem advisable, in one or more policies:

- (a) **"All Risk" Insurance:** Insurance against "all risks" (including major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:
- (i) the Common Elements; and
  - (ii) personal property owned by the Corporation excluding furnishings, furniture and other personal property supplied or installed by the Owners; and
  - (iii) the units, except for any improvements or betterments made or acquired by the Owners of such units;

in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause as determined by the Board from time to time.

- (b) **Policy Provisions**

Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act and this Declaration) and shall contain the following provisions, if available and at a reasonable cost:

- (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or wilful misconduct caused by any one of the above;
- (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation;
- (iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;
- (iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and
- (v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.



- (c) **Public Liability Insurance:** Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but no less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a unit.

#### **Section 7.02 - General Provisions**

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, shall be bound by such adjustment.
- (b) 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. This subsection 7.02(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right.
- (c) A certificate or memorandum of insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the record maintained pursuant to Section 47(2) of the Act. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation.
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act.
- (e) Where insurance proceeds are received by the Corporation or any other person, they shall be held in trust and applied for the same purposes as are specified otherwise in this Article 7.
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a Common Expense.

#### **Section 7.03 - Indemnity Insurance**

The Corporation shall obtain and maintain insurance for the benefit of directors and officers of the Corporation in order to indemnify them against any liability, cost, charge or expense incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against any of the aforesaid liabilities, costs, charges or expenses incurred by them as a result of contravention of Section 37(1) of the Act.

#### **Section 7.04 - By the Owner**

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance must be obtained and maintained by each Owner at such Owner's own risk:

- (a) Insurance on the Owner's unit and all betterments and improvements thereto and on all furnishings and personal property of the Owner. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or wilful misconduct caused or contributed by any of the aforementioned parties.



- (b) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
- (c) Insurance covering the deductible on the Corporation's main policy for which an owner may be responsible.

#### **Section 7.05 - Insurance Trust Agreement**

- (a) The Corporation shall enter into and at all times maintain an Insurance Trust Agreement with a trust company, registered under The Loan and Trust Corporation Act, or a chartered bank or other firm qualified to act as an insurance trustee (the "Insurance Trustee"). Such agreement shall provide that the Insurance Trustee shall hold all insurance proceeds in trust and disburse the proceeds in satisfaction of the Corporation's and Owners' respective obligations to repair in accordance with the provisions of the Act and this Declaration. Notwithstanding the foregoing, where insurance proceeds payable on any one loss, are less than fifteen (15%) percent of the replacement cost of the property covered by such policy, such proceeds shall be paid directly to the Corporation and held in trust and disbursed by it as if it were acting as the Insurance Trustee.
- (b) The Insurance Trust Agreement shall commence on the date of registration of the Corporation and shall run for twelve (12) month periods and thereafter renew automatically subject to termination pursuant to the Act.

### **ARTICLE 8 - DUTIES OF THE CORPORATION**

#### **Section 8.01 - Duties of the Corporation**

In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the by-laws of the Corporation, the Corporation shall have the following duties (which are not intended to be exhaustive), namely:

- (a) to enter into, abide by and comply with the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreements (as well enter into a formal assumption agreement with the City of Toronto or other Governmental Authorities relating thereto, if so required by the City of Toronto or other Governmental Authorities (collectively the "**Municipal Agreements**")), which may include the maintenance of boundary fencing, berms or engineered crash wall;
- (b) to enter into an agreement with the Declarant immediately after the registration of this Declaration (hereinafter referred to as the "**License Agreement**"), if so required by the Declarant or the City of Toronto or other Governmental Authorities pursuant to which the Corporation shall formally grant the Declarant a license to enter upon the Common Elements for the purposes of complying with all of the terms and provisions of the Municipal Agreements, which license shall automatically expire upon the completion and fulfilment of all obligations of the Declarant thereunder (but in no case later than 21 years following the registration of this Declaration, in order to obviate any contravention of the subdivision control and part-lot control provisions of the Planning Act, R.S.O. 1990, as amended) and which license shall be duly authorized by a by-law; and
- (c) to grant, immediately after the registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable television operators over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to the Building and units, and if so requested by the grantees of such easements, to enter into (and abide by the terms and provision of) an agreement with the utility and/or cable television supplier pertaining to the provision of their services to the Building and units and for such purposes shall enact such by-laws as may be required to sanction the foregoing.
- (d) to enter into (or assume) the Reciprocal Agreement and the Phase 3 Reciprocal Agreement as soon as reasonably possible after the registration of this Declaration, and to observe and comply (and insofar as possible, compel the observance and/or compliance by all Owners, residents and their respective tenants and/or invitees) with all of the terms and provisions contained in the Reciprocal Agreement and the Phase 3 Reciprocal Agreement, in addition to complying (and insofar as possible compelling the observance and/or compliance by all Owners, residents and their



respective tenants and/or invitees) with all of the requirements set forth in this Declaration, the by-laws, the Rules and any agreements authorized by the Act or any by-law;

(e) to ensure that no actions or steps are taken by or on behalf of the Corporation, or by any unit Owner, or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the Common Elements for its marketing, sale or construction programs;

(f) to ensure that no actions or steps are taken by or on behalf of the Corporation, or by any unit Owner, which would prohibit, limit or restrict the access to, egress from and/or use and enjoyment of any easement by any adjacent or adjoining condominium (the "**Adjacent Condominium**") or by any other adjacent building or development, whether or not same is a condominium (the "**Adjacent Development**"). The Corporation agrees to allow the Declarant to make all necessary connections of the Phase 3 Building to the Building and to allow any wooden or other forms from the Adjacent Development to tie into the existing soldier piles or structures of the Building and to further grant temporary construction easements and a temporary crane swing easement, to allow for construction of the Adjacent Development;

(g) to ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would limit, restrict, or interfere with the right of the owner of any unit in the Adjacent Condominium or the owner of the Adjacent Development to effect and complete such construction, addition, alteration, maintenance, repair, improvement and/or renovation of the Adjacent Development (including removal or partial removal from the Building of temporary enclosures, block walls or firewalls) or to such owner's unit provided same are otherwise in compliance with this Declaration, the Reciprocal Agreement, the Phase 3 Reciprocal Agreement and applicable zoning by-laws.

(h) to execute forthwith upon the request of the Declarant following the transfer of title to the Service Units and Stairwell Units such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the formal cessation of all the Declarant's liabilities and obligations with respect to the Shared Facilities (as same relate to the Condominium and for which the Declarant was responsible for prior to the registration of the Condominium); and

(i) to accept and register the transfer/deed from the Declarant of this Corporation's undivided interest in the Service Units and Stairwell Units (in accordance with, and at the time(s) contemplated by, the foregoing provisions of this Declaration) and to complete and execute all requisite documentation and affidavits necessary to effect the registration of such conveyance, all without cost to the Declarant.

## **ARTICLE 9 - GENERAL MATTERS AND ADMINISTRATION**

### **Section 9.01 - Rights of Entry**

- (a) The Corporation, or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the board, shall be entitled to enter any unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice to perform the objects and duties of the Corporation and without limiting the generality of the foregoing, for the purposes of making inspections, adjusting losses, making repairs, maintaining landscaped common element areas and planters which form part of the Common Elements, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the Property, or carrying out any duty imposed upon the Corporation.
- (b) In case of emergency, an agent of the Corporation may enter a unit at any time and without notice, for the purpose of repairing the unit, Common Elements or part of the Common Elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or any one authorized by it may determine whether an emergency exists.
- (c) If an Owner shall not be personally present to grant entry to his unit, the Corporation, or its agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.
- (d) The right and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatsoever for the care or supervision of any unit except as specifically provided in this Declaration and the by-laws.



- (e) The Corporation shall retain a key to all locks to each unit. No Owner shall change any lock or place any additional locks on the doors to any unit or in the unit or to any part of the Common Elements of which such owner has the exclusive use without immediately providing to the Corporation a key for each new or changed lock.
- (f) The Declarant, its employees, contractors, trades or agents, without any obligation to first obtain consent from the board, or any unit Owner, shall be entitled, from time to time, to enter in and upon any unit owned by the Declarant or any part of the Common Elements (including without limitation the use of stairwells and elevators) or any part of the Common Elements over which any Owner has the exclusive use, to complete any construction or maintenance work in any such unit including, without limitation, the right to use any required machinery or equipment the Declarant deems necessary in order to complete any such work.

## ARTICLE 10 – SHARED FACILITIES

### Section 10.01 – The Control, Operations, Budgeting and Cost-Sharing of the Shared Facilities

- (a) Save as otherwise provided in this Declaration to the contrary and without limiting any easement that the Condominium enjoys or is subject to, the Shared Facilities shall be used only by the Declarant and the owners of the Residential Units in the Condominium, Phase 1 and Phase 3, if applicable and by their respective residents, tenants and invitees. Save as otherwise provided in this Declaration to the contrary, no provision contained in any of the by-laws or rules of this Corporation shall restrict the access to, egress from and/or use of the Shared Facilities by the persons entitled thereto, save for any reasonable controls or restrictions imposed on access thereto by the Board (and the Declarant, prior to the date of transfer of title of any of the Service Units) for the Shared Facilities that are a unit or part of the Common Elements of the Condominium.
- (b) The Corporation's share of the Shared Facilities Costs shall be calculated and paid as provided in the Reciprocal Agreement and the Phase 3 Reciprocal Agreement, as the case may be. The Budget for the Corporation shall incorporate any budget for the same period for Shared Facilities Costs prepared in accordance with the Reciprocal Agreement, or Phase 3 Reciprocal Agreement, by or on behalf of the owners or parties for the time being to the Reciprocal Agreement and the Phase 3 Reciprocal Agreement, as the case may be. In calculating any shared Facilities Costs or otherwise dealing with the Shared Facilities, the following principles apply:
  - (i) the Common Interior Roadway is shared by each of the Corporation, Phase 1 and Phase 3;
  - (ii) the Refuse/Recycling Facilities is shared by each of the Condominium and Phase 3;
  - (iii) the Stairwell Units and Service Units are shared by each of the Condominium and Phase 1; and
  - (iv) the Reciprocal Agreement and Phase 3 Reciprocal Agreement, as the case may be, relating to any of the Shared Facilities or Shared Facilities Costs shall set out the percentage or other proportionate payment to be made by each of the Condominium, Phase 1 and Phase 3 with respect to such Shared Facilities Costs.

### Section 10.02 – Pool Area and Greenspace Area

The pool area (part 8 on the Reference Plan) and greenspace area (part 9 on the Reference Plan) shall be used and enjoyed by the Declarant and the Owners and their respective residents, tenants and invitees and the owners from time to time of residential dwelling units in Phase 3, or any part or parts thereof, or any further subdivision thereof and its and their respective residents, tenants and invitees for general recreational purposes, all in accordance with applicable by-laws and regulations of the Governmental Authorities and shall also be governed by the Rules in force from time to time.



## ARTICLE 11 - MISCELLANEOUS

### Section 11.01 - Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, 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 provision had never been included herein.

### Section 11.02 - Waiver

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

### Section 11.03 - Construction of Declaration

This Declaration shall be read with all changes of number and gender required by the context.

### Section 11.04 - Headings

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

### Section 11.05 - Notice

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted, may be given as follows:

- (a) to an Owner (if an individual, by giving same to him, or if a Corporation, by giving same to any director or officer of the Owner) either personally, by courier or by ordinary mail, postage prepaid, addressed to the Owner at the address for service given by the Owner to the Corporation for the purposes of notice, or if no such address has been given to the Corporation, then to such Owner at his respective unit address;
- (b) to a Mortgagee who has notified the Corporation of its interest in any unit, at such address as is given by each Mortgagee to the Corporation for the purpose of notice, by courier or ordinary mail, postage prepaid;
- (c) to the Corporation, by giving same to any director or officer of the Corporation, either personally, by courier or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service as hereinbefore set out; and
- (d) to the Declarant, by giving same to any director or officer of the Declarant, either personally, by courier, or by facsimile transmission, addressed to the Declarant at its address for service from time to time.
- (e) If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the 5th business day following the day on which it was mailed. Any Owner or mortgagee or the Declarant may change his address for service by giving notice to the Corporation in the manner as aforesaid.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hand of its proper officers duly authorized in that behalf on this 31 day of August, 2006.

**LORBETH DEVELOPMENT CORPORATION**

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

Name: Tom Falus

Title: President

I have authority to bind the Corporation



## SCHEDULE "A"

In the City of Toronto and Province of Ontario, being part of Lot 61 on Registered Plan 287 York and part of Blocks A and B on Registered Plan 1170, designated as Parts 1 to 9 both inclusive, on Plan 66R-22602, herein after referred to as the "**Phase 2 Lands**".

**SUBJECT TO** a right in favour of Canadian National Railway Company over part of Block B on Registered Plan 1170 designated as Parts 6 and 7 on Plan 66R-22602 as in instrument no. WG39302, as amended by instrument no. AT1219256.

**SUBJECT TO** an easement in favour of Rogers Cable Inc. over the Phase 2 Lands as in instrument no. AT654347.

**SUBJECT TO** an easement in favour of Wirebury Connection Inc. over the Phase 2 Lands as in instrument no. AT692460.

**SUBJECT TO** a right of support in favour of Toronto Standard Condominium Corporation No. 1657 over the Phase 2 Lands in and through all structural members, including but not limited to, load bearing walls, columns, floor slabs, roof slabs, footings, foundations and soil as in instrument no. AT724691.

**SUBJECT TO** an easement in favour of Toronto Standard Condominium Corporation No. 1657 over the Phase 2 Lands for the access of persons, vehicles, materials and equipment necessary for the maintenance, repair, installation and operation of any mechanical or electrical installation, including, but not limited to, water mains, gas mains, storm and sanitary sewers, electrical cables, wires, conduits and ducts, telephone and cable television cables, wires, conduits and ducts, fire alarm and sprinkler systems and sump pumps as in instrument no. AT724691.

**SUBJECT TO** an easement in favour of Toronto Standard Condominium Corporation No. 1657 over part of Block B on Registered Plan 1170 designated as Part 3 on Plan 66R-22602 for pedestrian and vehicular ingress and egress as in instrument no. AT724691.

**TOETHER WITH** the reservation contained in Instrument No. WG39302 in favour of The Canadian Fairbanks-Morse Company Limited, its successors and assigns.

**TOGETHER WITH** a right-of-way over part of Lot 61 on Registered Plan 287 York, designated as Parts 11 and 12 on Plan 66R-20274 as in instrument no. WG41297.

**TOGETHER WITH** a right of support in and through all structural members, including but not limited to, load bearing walls, columns, floor slabs, roof slabs, footings, foundations and soil situate within the common elements on Levels 1 and A over Toronto Standard Condominium Plan No. 1657 and which is necessary to the support of the structure situate or to be situate within the Phase 2 Lands, as in instrument no. AT724691.

**TOGETHER WITH** a right-of-way or right in the nature of an easement in and through the common elements on Levels 1 and A of Toronto Standard Condominium Plan No. 1657 for the access of persons, vehicles, materials and equipment necessary for the maintenance, repair, installation and operation of any mechanical or electrical installation including, but not limited to, water mains, gas mains, storm and sanitary sewers, electrical cables, wires, conduits and ducts, telephone and cable television cables, wires, conduits and ducts, fire alarm and sprinkler systems and sump pumps all of which are situate within the common elements on Levels 1 and A of Toronto Standard Condominium Plan No. 1657 and are necessary to the operation of the structure in the Phase 2 Lands as in instrument no. AT724691.

**TOGETHER WITH** a right-of-way or right in the nature of an easement in and through the common elements exterior to the building on Level 1 and the common elements on Level A of Toronto Standard Condominium Plan No. 1657 for the access of persons, vehicles, materials and equipment necessary for the maintenance, repair, reconstruction



and operation of the structure situate or to be situate within the Phase 2 Lands as in instrument no. AT724691.

**TOGETHER WITH** a right-of-way or right in the nature of an easement in and through the common elements of Toronto Standard Condominium Plan No. 1657 designated as Parts 3, 4, 5, 6 and 7 on Plan 66R-21414, for vehicular and pedestrian ingress and egress as in instrument no. AT724691.

**TOGETHER WITH** a right of support in and through all structural members, including but not limited to, load bearing walls, columns, floor slabs, roof slabs, footings, foundations and soil situate within part of Block A on Registered Plan 1170 and part of Lot 61, Registered Plan 287 York, designated as Parts 10 and 11 on Plan 66R-22602, which is necessary to the support of the structures situate or to be situate within the Phase 2 Lands.

**TOGETHER WITH** a right-of-way or right in the nature of an easement in and through part of Lot 61, Registered Plan 287 York and part of Block A on Registered Plan 1170, designated as Parts 10 and 11 on Plan 66R-22602, for the access of persons, vehicles, materials and equipment necessary for the maintenance, repair, installation, operation, alteration, replacement and inspection of any mechanical or electrical installation, including, but not limited to, water mains, water metering facilities, gas mains, storm and sanitary sewers, electrical transformers, electrical cables, wires, conduits and ducts, telephone and cable television cables, wires, conduits and ducts, fire alarm and sprinkler systems and sump pumps, mechanical rooms, insulation systems, ventilation ducts and shafts, air-conditioning equipment, fire protection and waste disposal systems (including the crossing, penetrating, boring or travelling onto or through any transfer slab, floor slab, ceiling slab, concrete, concrete block or masonry wall or drywall enclosure or other similar installations), all of which are situate within Parts 10 and 11 on Plan 66R-22602 and are necessary to the operation of the structure in the Phase 2 Lands.

**TOGETHER WITH** a right-of-way or right in the nature of an easement in and through part of Lot 61, Registered Plan 287 York and part of Block A on Registered Plan 1170, designated as Parts 10 and 11 on Plan 66R-22602, for the purpose of allowing pedestrian and where practical, vehicular ingress and egress and all other acts necessary for the purpose of maintaining, repairing, replacing, servicing and inspecting any part of the structure, building, installations or appurtenances situate on the Phase 2 Lands.

**TOGETHER WITH** a right-of-way or right in the nature of an easement in and through part of Lot 61 on Registered Plan 287 York, designated as Part 11 on Plan 66R-22602, for pedestrian and vehicular ingress and egress to the Phase 2 Lands.

**TOGETHER WITH** a right-of-way or right in the nature of an easement in and through part of Lot 61 on Registered Plan 287 York, designated as Parts 18 and 19 on Plan 66R-21414, for pedestrian and vehicular ingress to the Phase 2 Lands until such time as the said lands have been dedicated as a public road as in instrument no. AT838512.

**RESERVING** rights-of-way or rights in the nature of easements in favour of the owners, their successors and assigns of part of Lot 61 on Registered Plan 287 York and part of Block A on Registered Plan 1170, designated as Parts 10 and 11 (part 11 being part of PIN 21331-0477 (LT)) on Plan 66R-22602 hereinafter referred to as the "**Phase 3 Lands**", which said rights-of-way or rights in the nature of easements are as follows:

- a. in and through the Common Elements on Levels 1 and A of this Condominium for the access of persons, vehicles, materials and equipment necessary for the maintenance, repair, installation, operation, alteration, replacement and inspection of any mechanical or electrical installation, including, but not limited to water mains, water metering facilities, gas mains, storm and sanitary sewers, electrical cables, wires, conduits and ducts, telephone and cable television cables, wires, conduits and ducts, fire alarm and sprinkler systems and sump pumps, mechanical rooms, insulation systems, ventilation ducts and shafts, air-conditioning equipment, fire protection and waste disposal systems



(including the crossing, penetrating, boring or travelling onto or through any transfer slab, floor slab, ceiling slab, concrete, concrete block or masonry wall or drywall enclosure or other similar installations), all of which are situate within the Common Elements on Levels 1 and A of this Condominium and which are necessary to the operation of the structures situate or to be situate within the Phase 3 Lands;

- b. in, over, along and through the driveways situate within the Common Elements on Levels 1 and A of this Condominium, designated as Parts 2, 3, 4 and 5 on Plan 66R-22602 for vehicular and pedestrian ingress and egress;
- c. a right of support in and through all structural members, including, but not limited, to load bearing walls, columns, floor slabs, roof slabs, footings, foundations and soil, situate with the Common Elements on Levels 1 and A of this Condominium and which is necessary for the support of the structures situate or to be situate within the Phase 3 Lands;
- d. in and through the Common Elements exterior to the building on Level 1 and the Common Elements on Level A of this Condominium for the access of persons, vehicles, materials and equipment necessary for the maintenance, repair, reconstruction, alteration, replacement and inspection of the structures situate or to be situate within the Phase 3 Lands;
- e. in, over and upon Part 8 on Plan 66R-22602 for the access of owners, from time to time, of dwelling units to be erected upon the Phase 3 Lands (and whether freehold or condominium dwelling units), including their tenants thereof for the purpose of ingress and egress to allow for the use and enjoyment by the aforesaid parties for general recreational purpose of the swimming pool situate within those lands and premises designated as Part 8 (the "**Pool Area**") on Plan 66R-22602 and for such other purposes as are consistent with the equipment, facilities and/or amenities situate within or comprising part of the Pool Area in accordance with all applicable by-laws and rules of the Condominium;
- f. in, over and upon Part 9 on Plan 66R-22602 for the access of owners, from time to time, of dwelling units to be erected upon the Phase 3 Lands (and whether freehold or condominium dwelling units), including their tenants thereof for the purpose of ingress and egress to the Pool Area and for ingress and egress to allow for the use and enjoyment by the aforesaid parties for general recreational purpose of the open space area situate within those lands and premises designated as Part 9 on Plan 66R-22602 and for such other purposes as are consistent with the equipment, facilities and/or amenities situate within or comprising part of the open space area in accordance with all applicable by-laws and rules of the Condominium.
- g.
  - (i) in, over and upon part of the common elements of this Condominium, designated as Parts 3, 4 and 5 on Plan 66R-22602, for the purpose of and to allow for access to and garbage pick up and disposal by municipal or private garbage pick up vehicles from the loading bay and garbage/recycling storage area situate within those lands and premises, designated as Part 5 on Plan 66R-22602;
  - (ii) in, over and upon the common elements of this Condominium, designated as Parts 2, 3, 4 and 5 on Plan 66R-22602, for pedestrian and tractor/vehicular ingress and egress for the purpose of transporting garbage and recyclable items from the Phase 3 Lands to the loading bay and garbage/recycling storage area situate within those lands and premises, designated as Part 5 on Plan 66R-22602;
  - (iii) in, over and upon the common elements of this Condominium, designated as Part 5 on Plan 66R-22602, for the purpose of garbage/refuse/recyclable items storage, loading and unloading and for



the collection of refuse and other recyclable items by any municipal or private garbage collector, from the loading bay and garbage/recycling storage area thereon; and

- h. a temporary right-of-way or right in the nature of an easement in and through the Common Elements of this Condominium exterior to the building, for the unobstructed and unimpeded passage of an overhead crane swing, which said temporary right-of-way or right in the nature of an easement shall be terminable upon the completion of the construction of the structures situate or to be situate within the Phase 3 Lands.

**RESERVING** rights-of-way or rights in the nature of easements in favour of the owners, their successors and assigns of part of Blocks A and B on Registered Plan 1170, designated as Parts 15, 16 and 17 (parts 15, 16 and 17 being PIN 21331-0474 (LT)) on Plan 66R-21414 hereinafter referred to as the "**Leased Lands**", which said rights-of-way or rights in the nature of easements are as follows:

- a) in and through the Common Elements on Level 1 and A of this Condominium for the purpose of underground storm water drainage and the connection where necessary to underground storm drainage and the connection where necessary to underground storm drainage pipes, all of which are situate within the Common Elements on Levels 1 and A of this Condominium and which are necessary to the operation of the structure situate or to be situate within the Leased Lands.

Being Part of PIN 21331-0480

In my opinion, based on the parcel register and the plans and documents recorded in them, the legal description is correct, the easements and rights-of-way described will exist in law upon registration of the declaration and description and the declarant is the registered owner of the property and the appurtenant easements and rights-of-way.

OWENS, WRIGHT LLP  
Solicitors and duly authorized representatives of  
LORBETH DEVELOPMENT CORPORATION

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

Arthur Shapero

Dated: August 17, 2006



SCHEDULE "B"

CONSENT

(under clause 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 Number AT944499 in the Land Registry Office for the Land Titles Division of Toronto (No. 66).
2. Royal Bank of Canada consents to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. 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 this \_\_\_\_\_ day of August, 2006.

**ROYAL BANK OF CANADA**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mark Eaton  
Senior Account Manager

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

JOHN COULANE  
SR. A/M  
We have authority to bind the Bank.



SCHEDULE "B"

CONSENT

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

1. The Guarantee Company of North America has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number AT756257 in the Land Registry Office for the Land Titles Division of Toronto (No. 66).
2. The Guarantee Company of North America consents to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. The Guarantee Company of North America postpones the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. The Guarantee Company of North America is entitled by law to grant this consent and postponement.

DATED this 17<sup>th</sup> day of August, 2006.

**THE GUARANTEE COMPANY OF  
NORTH AMERICA**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PAMELA MARTIN  
SR. SURETY UNDERWRITER

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

Name: Chris Wattles

Title: Manager, National Surety

We have authority to bind the Corporation.

## SCHEDULE "C"

Each Condominium Unit, Parking Unit and Storage Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1, 2 and 3 of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheets 1, 2 and 3 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:

### i) BOUNDARIES OF THE DWELLING UNITS

Being Units 1 to 17 both inclusive, on Levels 2 to 15 both inclusive.

- a) Each Condominium Unit is bounded vertically by:
  - i) the upper surface and plane of the concrete floor slab and/or production thereof.
  - ii) the lower surface and plane of the concrete ceiling slab and/or production thereof.
- b) Each Condominium Unit is bounded horizontally by:
  - i) the backside surface and plane of the drywall sheathing separating one unit from another such unit or from the common element.
  - ii) the unfinished unit side surface and plane of all exterior windows, window frames, doors and door frames, the said windows and doors being in a closed position, and the unit side surface of all glass panels contained therein.
  - iii) in the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

### ii) BOUNDARIES OF THE PARKING UNITS

Being Units 1 to 202 both inclusive, on Level A.

- a) Each Parking Unit is bounded vertically by:
  - i) the upper surface and plane of the concrete floor slab and/or production thereof.
  - ii) the plane established 2.00 metres perpendicularly distant above and parallel to the concrete floor slab.

Each Parking Unit is bounded horizontally by:

- i) the unit side surface and plane of the concrete or concrete block columns and/or walls and/or production thereof.
- ii) the vertical plane established by measurement.
- iii) the vertical plane established perpendicular to the concrete or concrete block wall and passing through the centreline of the concrete columns and/or production thereof.
- iv) the vertical plane established by the line and face of the ends of the concrete columns and production thereof.



- v) the vertical plane established by the production of the centreline of the concrete and/or concrete block walls and/or columns.
- vi) the unit side surface and plane of the steel wire mesh and frame and/or production thereof.

### iii) **BOUNDARIES OF THE STORAGE UNITS**

Being Units 1 to 120 both inclusive, on Level 1 and Units 203 to 290 both inclusive, on Level A.

- a) Each Storage Unit is bounded vertically by:
  - i) the upper surface and plane of the concrete floor slab and/or production thereof.
  - ii) the lower surface and plane of the concrete ceiling slab and/or production thereof.
  - iii) the lower surface and plane of the steel wire mesh and frame.
- b) Each Storage Unit is bounded horizontally by:
  - i) the unit side surface and plane of the concrete or concrete block columns and/or walls and/or production thereof.
  - ii) the backside surface and plane of the drywall sheathing separating the unit from the common element.
  - iii) the unit side surface and plane of the steel wire mesh and frame and/or gates separating one unit from another such unit or from the common element, the said gates being in the closed position.
  - iv) the unfinished unit side surface and plane of the exterior door and door frame, the said door being in the closed position.
  - v) in the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

### 4. **BOUNDARIES OF THE ELECTRICAL ROOM UNIT**

Being Unit 291 on Level A.


- a) The Electrical Room Unit is bounded vertically by:
  - i) the upper surface and plane of the concrete floor slab.
  - ii) the lower surface and plane of the concrete ceiling slab.
- b) The Electrical Room Unit is bounded horizontally by:
  - i) the unit side surface and plane of the concrete and/or concrete block walls.
  - ii) the unfinished unit side surface and plane of the exterior door and door frame, the said door being in the closed position.

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, 2 and 3 of the Description.

Date: August 14, 2006

Holding Jones Vanderveen Inc.

Per:

  
G. B. Vanderveen  
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.