THE LAND TITLES ACT

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CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

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DECLARATION

THE CONDOMINIUM ACT

METROPOLITAN TORONTO CONDOMINIUM PLAN No	1551
NEW PROPERTY IDENTIFIERS BLOCK	12551
RECENTLY :	ALL OF PIN 21205-0001
DECLARANT :	ONE PHOEBE LIMITED

SOLICITOR :	RICHARD WONG	
	GOODMAN AND CARR	
	200 KING STREET WEST	SUITE 2300
	TORONTO, ONTARIO	
	M5H-3W5	
	416-595-2300	

No. OF UNITS 691

FEES : $70.00 + $5.00 X691= $3,525.00

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DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT, 1998

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

BY: **ONE PHOEBE LIMITED**

(hereinafter called the "**Declarant**")

WHEREAS:

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

(b) the Declarant has constructed, on the lands described in Schedule "A", buildings containing:

(i) 231 residential units, being Units 1 to 12, inclusive, Level 1, Units 1 to 46, inclusive, Level 2, Units 1 to 35, inclusive, Level 3, Units 1 to 50, inclusive, Level 4, Units 1 to 30, inclusive, Level 5, Units 1 to 22, inclusive, Level 6, Units 1 to 19, inclusive, Level 7, Units 1 to 14, inclusive, Level 8, and Units 1, 2 and 3, Level 9 (collectively the "**Residential Units**");

(ii) 215 parking units being Units 13 to 48 inclusive, 50, 52, 54, 56 to 60 inclusive, 62, 64, 66 to 70 inclusive, 77, 80 to 87 inclusive, 90, 91, 94 to 98 inclusive, Level 1, and Units 1 to 47 inclusive, 50, 51, 54 to 73 inclusive, 77 to 82 inclusive, 84, 86, 88, 90, 92, 94, 96, 98, 100, 102 to 106 inclusive, 108, 110, 112, 114, 116 to 124 inclusive, 126, 128, 130, 132, 134 to 138 inclusive, 145, 146, 147, 150 to 172 inclusive, and 175 to 185 inclusive, Level A (collectively the "**Parking Units**");

(iii) 56 combined parking/bicycle/locker units being Units 49, 51, 53, 55, 61, 63, 65, 71 to 76 inclusive, 78, 79, 88, 89, 92 and 93, Level 1, and Units 48, 49, 52, 53, 74, 75, 76, 83, 85, 87, 89, 91, 93, 95, 97, 99, 101, 107, 109, 111, 113, 115, 125, 127, 129, 131, 133, 139 to 144 inclusive, 148, 149, 173 and 174, Level A (collectively the "**Combined Parking/Bicycle/Locker Units**"); and

(iv) 189 bicycle/locker units, being Units 99 to 177 inclusive, Level 1, and Units 186 to 295, inclusive, Level A (collectively the "**Bicycle/Locker Units**").

(c) the Declarant intends that the lands described in Schedule "A", together with the said buildings constructed thereon, shall be governed by the Act and that registration of this Declaration and description will create a standard freehold condominium corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE 1 - INTRODUCTORY

1.1 Definitions

The following terms used herein have the meanings set out below, unless the context otherwise requires:

(a) "**Bulk Hydro Bill(s)**" means the bulk invoices for hydro-electricity service supplied to the Property as a whole, received by the Corporation from the relevant hydro-electricity supplier pursuant to readings taken on a bulk metered basis and to be separately check metered to each of the Residential Units by or on behalf of the Corporation;

(b) "**common elements**" mean all of the Property, except the units;

(c) "**common interests**" mean the interest in the common elements appurtenant to a unit;

(d) "**Corporation**" shall mean the condominium corporation created by the registration of this Declaration and description pursuant to the Act and the "**Condominium**" shall mean the lands and buildings governed by this Declaration;

(e) "**Owner**" means the owner or owners of the freehold estate or estates in a unit and common interest, but does not include a mortgagee unless in possession. "**Owners**" means all such Owners;

(f) "**Property**" means the land and interests appurtenant to the land described in the description and Schedule "A" annexed hereto and includes any land and interests appurtenant to land that are added to the common elements;

(g) "**Proportionate Share of Hydro**" or "**PSH**" means the share of the Bulk Hydro Bill(s) payable by each Residential Unit owner as reflected in a separate invoice issued to each Residential Unit owner by the Corporation or such other third party (which may be the declarant or a party related or affiliated to the declarant) of the check or consumption meter with respect to such use, together with interest, penalties, administration and processing fees, as applicable; and

(h) "**Unit**" means a part or parts of the land 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 this space in accordance with the Declaration and description. "**Units**" means all of such Units.

Other terms used herein shall have ascribed to them the definitions contained in the Act, as amended from time to time.

1.2 Act Governs the Property

The lands described in Schedule "A" and in the description together with all interests appurtenant to the said lands shall be governed by the Act.

1.3 Consent of Encumbrancers

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

1.4 Standard Condominium

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

1.5 Boundaries of Units and Monuments

The monuments controlling the extent of the Units are the physical surfaces mentioned in the Boundaries of Units in Schedule "C' attached hereto.

Notwithstanding the boundaries set out in Schedule "C' attached hereto:

Each Residential Unit ***shall include*** all pipes, wires, cables, security alarm panels, conduits, ducts, chimneys (for gas fireplaces), mechanical or similar apparatus, including the complete heat pump unit and/or vertical fan coil equipment (namely the fan coil, motor, valves, controls, etc.), and the branch piping extending to, but not including, the common pipe risers, which provides services to that particular Residential Unit only.

Each Residential Unit ***shall exclude*** all pipes, wires, cables, conduits, ducts, flues and mechanical or similar apparatus, including fire hose cabinets and appurtenant equipment, fire alarms, security or sprinkler systems, all concrete, concrete blocks or masonry partitions or load bearing walls or columns that lie within the boundaries of any particular unit as herein before set out which supply service or support to another Unit(s) or the common elements.

Each Parking Unit, each Combined Parking/Bicycle/Locker Unit, and each Bicycle/Locker Unit ***shall exclude***, without limiting the aforementioned, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hose cabinets and attachments, sprinklers, lighting fixtures, air-conditioning or heating equipment and controls which provide any service to the common elements or Units, including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included) which may be located within any such Unit. Notwithstanding the foregoing, with respect to each of Parking Units 41 to 44 inclusive on Level 1 only, such units ***shall include*** all wall structures and other appurtenances (whether located within or beyond the boundaries of such Units) that may be constructed to enclose such units from time to time.

1.6 Common Interests 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 proportion set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interests and common expenses shall be one hundred percent (100%).

1.7 Address for Service and Mailing and Municipal Address of Corporation

The Corporation's address for service shall be:

c/o Management Office
18 Beverley Street
Toronto, Ontario
M5T 3L2

or such other address as the Corporation may by resolution of the board determine and the mailing address of the Corporation shall be:

c/o Management Office
18 Beverley Street
Toronto, Ontario
M5T 3L2

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

The Corporation's municipal address 11 Soho Street, 25 Soho Street, and 18 Beverley Street, Toronto, Ontario.

1.8 Approval Authority Requirements

All owners and occupants of Units in the Condominium from time to time are advised that all recyclable materials must be deposited in the common recyclable materials storage rooms of their respective buildings, located adjacent to the elevators on the P1 parking level of the underground garage. Furthermore, the owners and occupants of Residential Units 30 and 31 on Level 2, located within the Phoebe Street building, are specifically advised that the garbage and recyclables generated by (or from) such units must be personally transported to the ground floor garage chute located adjacent to the elevator of the Phoebe Street building and that recyclables must be taken to the common recycling room located in the Phoebe Street building.

1.9 Architect/Engineer Certificates

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

ARTICLE 2 - COMMON EXPENSES

2.1 Specifications of Common Expenses

Common expenses mean 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.

2.2 Payment of Common Expenses

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 of the Corporation, and the assessment and collection of contributions toward the common expenses that may be required by the board pursuant to the by-laws of the Corporation. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any by-laws or rules in force from time to time by any Owner, or by members of his/her 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.

2.3 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.

2.4 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 in connection with a sale or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

2.5 Bulk Hydro Bill(s) Excluded from Common Expenses

(a) Without limiting the generality of the foregoing, it is expressly understood that the condominium has been designed and constructed with bulk meter(s) which will monitor and gauge the supply of hydro-electricity service consumed or utilized by the Property as a whole. The Corporation will receive from the relevant utility supplier, Bulk Hydro Bill(s) for such services with respect to the entire property, pursuant to readings taken by such suppliers on a bulk meter basis and the Corporation shall pay the Bulk Hydro Bill(s), including that part of which reflects the service utilized or consumed by all the units, which latter amount it shall be paying on behalf of all of the unit owners, as and when due.

(b) Forthwith following the Corporation's receipt of the Bulk Hydro Bill(s), the Corporation shall issue and submit or arrange to have issued or submitted by a third party, which may be the Declarant or a party related or affiliated to the Declarant, a separate invoice to each of the unit owners, reflecting each owner's PSH of the Bulk Hydro Bill(s) for his unit determined or established pursuant to the reading taken by or on behalf of the Corporation of the check or consumption meter appurtenant to his unit, together with interest, penalties, administration and processing fees, as applicable. Each unit owner shall be obliged to pay to the Corporation his PSH on or before the earlier of the following two dates (which earlier date is hereinafter referred to as the "**Due Date**"), namely:

(i) the tenth (10th) day following receipt of an invoice from the Corporation setting out the PSH required to be paid; or

(ii) two (2) business days (excluding Saturdays, Sundays and statutory holidays prior to the due date for payment of the Bulk Hydro Bill(s) by the Corporation to the applicable supplier.

In the event that any unit owner fails to pay to the Corporation his PSH on or before the Due Date, then the Corporation shall be entitled to charge and levy interest against such owner, calculated and accruing on such unpaid PSH amount and all costs and expenses incurred by the Corporation in collecting or attempting to collect same (including all legal expenses incurred by the Corporation on a solicitor-and-his-own-client basis), at a rate equal to 4% per annum, above the prime lending rate charged by the Corporation's bank on loans to its best risk commercial customers in Canadian funds calculated monthly not in advance, with interest on the unpaid PSH commencing to accrue from the Due Date, and with interest on all such expenses incurred in collecting (or attempting to collect) same, commencing to accrue from the respective dates that the Corporation incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that the foregoing amounts are fully paid. In addition, the Corporation shall be entitled to maintain and enforce a lien against such defaulting owner's unit, as security for the payment of said unpaid PSH amount and all outstanding interest accruing thereon as aforesaid, in accordance with the provisions hereof.

2.6 Consequences of Default in Paying Owner's PSH

In the event that any owner of a unit fails to pay to the Corporation his PSH on or before the Due Date, then in addition to any other rights, powers or remedies available to the Corporation at common law, by statute, or in equity, the Corporation shall be entitled to:

(a) charge and levy interest against such owner (hereinafter referred to as the "**Defaulting Owner**") on such unpaid PSH amount, and on all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same, including all legal expenses incurred by the Corporation on a solicitor-and-his-own-client basis, at a rate equal to 4% per annum above the prime lending rate charged by the Corporation's bank to its best risk commercial customers in Canadian funds, calculated monthly, not in advance, with interest on the unpaid PSH amount commencing to accrue from the Due Date, and with interest on all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from the respective dates that the Corporation incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid;

(b) maintain and enforce a lien against all of the Defaulting Owner's units, as security for the payment of his PSH, and all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same, together with all outstanding interest accruing thereon as aforesaid; and said lien shall be enforceable by the Corporation in the same manner, and to the same extent, as a real property mortgage or charge, and with all the powers, rights and remedies inherent in, or available to, a mortgagee or chargee when a mortgage or charge of real estate is in default pursuant to the provisions of the *Mortgages Act*, R.S.O. 1990 as amended, and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Registrar requires the Corporation, as a prerequisite to the registration and/or enforcement of said lien, to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same, and the Defaulting Owner shall, for all purposes, be deemed to have consented to any such application by the Corporation, and concomitantly, the Defaulting Owner shall be forever barred and stopped from bringing or instituting any action, suit, claim or other proceeding to defend, defeat, hinder or delay any such application by the Corporation, or the maintenance and enforcement of said lien by the Corporation.

2.7 Order of Payment of Sale Proceeds

Any monies received by the Corporation arising from the sale of the Defaulting Owner's units pursuant to the Corporation's enforcement of the aforesaid lien or charge, shall be applied by the Corporation in the following order of priority:

(a) firstly, to pay and fully satisfy all costs and expenses incurred by the Corporation in connection with its enforcement of the said lien or charge, and the ultimate sale of the Defaulting Owner's unit thereby or thereunder, including without limitation, all legal, accounting, advertising, brokerage and other related fees, expenses and disbursements, together with all monies paid to prior encumbrancers in respect of such unit;

(b) secondly, to pay to the Corporation and fully satisfy such Defaulting Owner's PSH amount, or such portion thereof as remains unpaid, together with all outstanding interest charges accrued thereon, and accrued in respect of the Corporation's expenses incurred in collecting (or attempting to collect) same, all at the aforesaid rate set forth in the immediately preceding subparagraph;

(c) thirdly, to pay and attempt to satisfy the claims of any subsequently registered lienholders, chargees or other encumbrancers (registered against such unit after the registration of the Corporation's lien), in accordance with their respective priorities pursuant to the provisions of the *Land Titles Act*, R.S.O. 1990, as amended, and of the Act; and

(d) fourthly, the surplus or residue, if any, shall thereafter be paid to the Defaulting Owner, or to its successors and assigns.

2.8 Postponement of Lien

The lien or charge so maintained by the Corporation pursuant to the foregoing provisions of this Section, shall be deemed to be fully postponed and subordinate to all liens, mortgages, charges or other encumbrances (including any and all amendments thereto) which are registered against the Defaulting Owner's units in priority to the registration of the said lien or charge of the Corporation (hereinafter collectively referred to as the "**Prior Charges**"), and shall also be deemed to be fully postponed and subordinate to all mortgage advances theretofore made or thereafter to be made under the Prior Charges.

2.9 Status Certificate

The execution by the Corporation of a certificate confirming that the Corporation does, or does not, maintain or claim the said lien or charge against a particular unit pursuant to the foregoing provisions of this Section, shall constitute irrefutable evidence and proof of same, and the Corporation shall be obliged to execute such a certificate forthwith upon its receipt of a written request for same from the Declarant, any prospective purchaser or mortgagee of a unit, from the then current registered owner thereof, or from any other party interested in such information, all at no charge, fee or expense to the party so requesting same.

2.10 Mortgagee's Rights

Any registered mortgagee or any purchaser or prospective mortgagee of the Defaulting Owner's unit shall, upon payment to the Corporation of the full amount secured by the said lien or charge so maintained by the Corporation pursuant to the foregoing provisions of this Article 2, have the right to receive a full and complete discharge or an absolute assignment of the said lien or charge, provided that such party must first deliver written notice to the Corporation requesting such discharge or assignment of the said lien or charge, setting forth a date and time for the delivery of such discharge or assignment (which date shall not be less than ten (10) days, nor more than thirty (30) days following the delivery of such notice), and with the exchange of such discharge or assignment for the monies owing to the Corporation therefor to take place in the Toronto Land Titles Office, or at such other place and time as may be agreed upon by said parties. On the date scheduled for the delivery of the said discharge or assignment, and upon receipt of the full amount secured by the said lien or charge, the Corporation shall execute and deliver to said party, the discharge or assignment of said lien or charge, in registrable form.

ARTICLE 3 - COMMON ELEMENTS

3.1 Use of Common Elements

(a) Subject to the provisions of the Act, this Declaration and the by-laws and rules and regulations passed pursuant thereto, each Owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

(b) However, save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on, within any Unit or upon any portion of the common elements that:

(i) will result in a contravention of any term or provision set out in the Act, this Declaration, the by-laws and rules of the Corporation;

(ii) is likely to damage the property of the Condominium, injure any person, or impair the structural integrity of any Unit or common element area;

(iii) will unreasonably interfere with the use and enjoyment by the other Owners of the common elements and/or their respective Units; or

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

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 this Declaration, any by-law and/or the rules.

(c) The Declarant shall be entitled to erect and maintain sales offices and/or a construction office and signs for marketing and sale purposes on the common elements and within any unsold Unit at such locations and having such dimension as the Declarant may determine, until such time as all Units on the Property have been sold. In addition, the Declarant and its agents shall be entitled to full access over the whole of the Property (including without limitation the common elements) of the Condominium in perpetuity and from time to time, without prior notice, for the purposes of taking photographs and preparing any other materials for the purposes of marketing and promoting the Condominium, the Declarant and/or any entities related or affiliated to Diamante Development Corporation from time to time or development projects to be developed by any of said parties.

(d) No items shall be placed upon or stored and no erections or improvement shall be made to any exclusive use patio, terrace, balcony, loggia, or roof deck which may have any adverse effect upon its load bearing capacity. Moreover, no Owner shall be permitted at any time to affix or attach any lock-box or similar device to the common elements including, without limitation, any portion of the common elements which such Owner has the exclusive use, and which also includes any part of the exterior door(s) to any Unit, and any such lock-box or similar device and its contents shall be removed and discarded at the cost of the offending Owner, which cost shall be deemed to be common expenses of such Owner, and without compensation to the Owner whatsoever.

3.2 Exclusive Common Elements

Subject to the provisions of the Act, this Declaration, the by-laws and the rules and regulations pursuant thereto, the Owner of each Unit shall have the exclusive use of those parts of the common elements as set out in Schedule "F" attached hereto.

3.3 Restrictive Access

Without the consent in writing of the board, no Owner, other than the Declarant, its successors and assigns, shall have any right of access to those parts of the common elements used from time to time as utilities areas, building maintenance areas, storage areas, or any other parts of the common elements used for the care or maintenance of the Property. Provided, however, that this Article 3.3 shall not apply to any first mortgagee holding mortgages on at least thirty percent (30%) of the Units who shall have a right of access for inspection upon forty-eight (48) hours' notice to the manager. This Article 3.3 shall not apply to the property manager who shall have such access to such common elements as the manager may, in its sole discretion, require.

3.4 Modifications 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 (66⅔%) 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.

3.5 Declarant Rights

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

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

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

(c) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant and its authorized agents, representative and/or invitees over the common element areas of the Condominium;

until such time as all of the Units on the Property have been transferred by the Declarant or its affiliated, associated or related parties.

3.6 Pets

No animal, livestock or fowl other than two (2) pets per Residential Unit, are permitted to be on or about the common elements including the exclusive use common elements, except for ingress to and egress from a Unit. All dogs and cats must be kept under personal supervision and control and held by leash at all times during ingress to and egress from a Unit, while on the common elements of the building or on the grounds. No pet that is deemed by the board or the manager, in its absolute discretion, to be a nuisance shall be kept by any Owner upon the common elements. Such Owner shall within two weeks of receipt of a written notice from the board or manager requesting removal of such pet, permanently remove such pet from the Property. Breeding of pets

is not allowed on any part of the common elements. Notwithstanding the generality of the foregoing, no attack dogs will be permitted on any part of the common elements.

3.7 Visitor Parking

Fourteen (14) parking spaces located on Level 1 shall form part of the common elements and shall be for use by visitors to the Condominium. These parking spaces may not be leased or sold to any Owner or otherwise assigned. The parking spaces shall be maintained by the Corporation and shall be used by visitors to the Property for the parking of their motor vehicles and shall not be used by Owners or for any other purpose whatsoever. Each parking space shall be individually designated as visitor parking by means of clearly visible signs.

ARTICLE 4 - UNITS

4.1 General Restrictions

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

(a) No Unit shall be occupied or used by anyone in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation;

(b) If any Owners shall do or permit anything to be done in the Unit and/or common elements or bring or keep anything thereon which will in any way increase the risk of fire or other perils insured against and consequently will increase the premium of the policy or policies of insurance obtained from time to time by the Corporation, then such Owner shall pay with his next monthly contribution towards the common expenses after receipt of notice from the Corporation, all increases in premium in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards common expenses and recoverable as such;

(c) Each Owner shall comply and shall require all members of his family, residents, tenants, invitees and licensees to his Unit to comply with the Act, this Declaration, the by-laws and the rules; and

(d) No change shall be made in the colour of any exterior glass, window, door or screen of any 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 awnings and/or storm shutters, doors or windows of the buildings, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his Unit, except with the prior written consent of the board, and further, when approved, subject to the rules. All shades or other window coverings shall be white or off-white on the outside and all draperies shall be lined in white or off-white to present a uniform appearance to the exterior of the building, unless the written consent of the board is obtained to permit a different colour. No clothesline or similar device shall be allowed on any portion of the Property nor shall clothes or other laundry be hung anywhere except where designated by the board.

4.2 Residential Units

(a) Each Residential Unit shall be occupied and used only for those purposes permitted in accordance with the applicable zoning by-laws pertaining to the Property and for no other purpose whatsoever. The foregoing shall not prevent the Declarant from completing the buildings and all improvements to the Property, maintaining Unit(s) as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs for marketing/sales/leasing purposes upon the common elements, and within or

outside any unsold Unit, for the marketing of Unit(s) in this Corporation or the Declarant's other developments until registered title to all Units in this Corporation have been transferred by the Declarant;

(b) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any Residential Unit, except for signs marketing the Corporation by the Declarant;

(c) No Owner of a Unit shall make any change, addition, modification or alteration, except for any change, addition modification or alteration which is solely decorative in nature, in or to his Unit or make any change, addition, modification or alteration to an installation upon the common elements, or exclusive use common elements, or maintain, decorate, alter or repair any part of the common elements, or exclusive use common elements except for maintenance of those parts of the common elements which he has the duty to maintain, without the prior written consent of the board, 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;

(d) No animal, livestock or fowl of any kind other than two (2) pets per Residential Unit, defined as being two (2) of the following: two (2) dogs; or two (2) cats; or not more than two (2) canaries, budgies or other small birds; or an aquarium of goldfish or tropical fish, or two (2) small caged animals usually considered to be a pet shall be kept or allowed in any Unit. No animal, which is deemed by the board of the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the board requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no attack dogs shall be allowed in any Unit. No breeding of animals for sale shall be carried on, in or around any Unit;

(e) In the event the board determines in its sole discretion acting reasonably, that any noise, odour, or offensive action is being transmitted to another Unit and that such noise, odour or offensive action is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Unit is adjacent to or wherever situated in relation to the offending Unit), then the Owner of such Unit shall at his own expense take such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the board. In the event the Owner of such Unit fails to abate the noise, the board shall take such steps as shall be necessary to abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, which expenses are to include reasonable solicitor's fees on a solicitor and his own client basis as well as any reasonable mediator's and/or arbitrator's fees if applicable;

(f) No boundary, load-bearing or partition wall, floor, door or window toilet, bath tub wash basin, sink, heating, plumbing or electrical installation contained in or forming part of a Unit shall be installed, removed, extended or otherwise altered without the prior written consent of the board, but the provisions of this subparagraph shall not require any Owner to obtain the consent of the Corporation for the purpose of painting or decorating the surface of any wall, floor or ceiling which is within any Unit. No garburator shall be installed in any Residential Unit without the prior written consent of the Declarant, which consent may be arbitrarily withheld; and

(g) All hardwood, tiled or comparable hard floors shall be covered by area rugs or broadloom carpeting, both with suitable underpadding, to not less than sixty-five percent (65%) of the total floor area of the Residential Unit in order to reduce or eliminate the transmission of sound from one Residential Unit to another. Prior to an Owner installing hard floor covering in a Residential Unit, the Owner shall install below the hard floor covering suitable sound attenuation measures approved by the board.

4.3 Parking Units

(a) Save and except as described below, each Parking Unit shall be used and occupied only for the parking of a motor vehicle [and tandem Parking Unit shall be used and occupied only for parking of up to two (2) motor vehicles] as the term "motor vehicle" may be from time to time defined in the rules of the Corporation, and not for storage purposes. Each Owner 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. Notwithstanding anything herein to the contrary, those tandem Parking Units designated as Units 41 to 44 inclusive on Level 1 may also be utilized from time to time for purposes of storage of bicycles and/or other non-combustible materials, and the Owner thereof shall be entitled, at its own cost and without the consent of the Board, to construct, maintain, and/or remove from time to time reasonable partition and/or perimeter wall structures to enclose Units 41 and 42, on the one hand, and/or to enclose Units 43 and 44, on the other hand. Such Owner shall also be solely responsible for the maintenance and repair from time to time of all appurtenant partition and/or perimeter wall structures.

(b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Parking Units which right shall continue until such time as all the Units in the Corporation have been conveyed by the Declarant.

(c) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of certain of the Parking Units, the board may from time to time, designate the said Parking Units for alternate uses, provided that such alteration of use is in accordance with the requirements and the by-laws of the applicable governmental authority and approved by the requisite number of Owners at a meeting duly called for that purpose.

(d) No Owner of a Residential Unit, other than the Declarant and/or its related or affiliated companies from time to time including without limitation 547429 Ontario Limited and 1231295 Ontario Limited (individually and collectively referred to as the "**Declarant's Group**"), shall be permitted to sell, lease, charge, transfer or otherwise convey his Parking Unit within which heating and/or air-conditioning equipment servicing such Residential Unit is located separately from the Residential Unit other than to a purchaser or tenant of the applicable Residential Unit.

(e) Subject to Article 4.3 (d) above, any or all of the Parking Units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, that:

(i) no one except for the Corporation or the Declarant's Group shall retain ownership of any Parking Unit after he has sold and conveyed title to his Residential Unit;

(ii) any sale, transfer, or other conveyance of any Parking Unit shall only be made to the Declarant's Group, to the Corporation, or to any Owner of a Residential Unit in this Condominium. However, this restriction (e)(ii) shall not apply to the Declarant's Group who shall be allowed, by way of example, to sell, transfer, assign or convey a Parking Unit to a person who is not an Owner of a Residential Unit in the Condominium;

(iii) any lease of a Parking Unit shall only be made to the Declarant's Group, to the Corporation, or to any Owner or tenant of a Residential Unit in this Condominium, provided however that if any Parking Unit is leased to a tenant of a Residential Unit, then the term of such lease shall not extend beyond the term of the tenancy in respect of such Residential Unit. However, this restriction (e)(iii) shall not apply to the Declarant's Group who shall be allowed, by way of example, to lease a Parking Unit to a person who is neither an Owner or tenant of a Residential Unit in the Condominium;

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

(v) where the lessee of a Parking Unit is an owner or a tenant of a Residential Unit and such lessee is deprived of possession and/or ownership of his Residential Unit or space through any legal action, by any party holding a registered transfer, mortgage, charge, execution, lien or other encumbrance against said unit or space, then such lease shall be deemed to be in default and shall thereupon be automatically terminated and of no further or effect, whereupon the Parking Unit which is subject to the lease shall automatically revert to the lessor thereof.

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

(g) A sufficient number of the Parking Units to satisfy municipal requirements shall be designated for the handicapped (hereinafter, the "**Handicapped Parking Unit(s)**") and these Handicapped Parking Units shall be subject to the following:

(i) In the event that a "disabled driver", as defined in the regulations promulgated pursuant to the *Highway Traffic Act* (Ontario), including a driver whose licence plate incorporates the international symbol for the disabled, purchases a Residential Unit and a parking unit which is not designated for the handicapped, the owner or any person occupying a Handicapped Parking Unit shall (if not handicapped), upon notice from the Corporation and at the request of the disabled driver, exchange the right to occupy the Handicapped Parking Unit with the disabled driver for the parking unit which was purchased by the disabled driver, said exchange of the right to occupy said space to continue for the full period of the disabled driver's residence in the building.

(ii) When a disabled driver requests an exchange of occupancy rights for a Handicapped Parking Unit, the Corporation shall forthwith notify the owner of and any person occupying the Handicapped Parking Unit and the owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice provided said owner or occupant is not handicapped.

(iii) No rent, charges, fees or costs whatsoever shall be charged by the owner occupant or the Corporation in connection with the exchange of the right to occupy.

4.4 Bicycle/Locker Units

(a) Each Bicycle/Locker Unit may only be used for the storage of bicycles and/or other non-combustible materials and shall not constitute a danger or nuisance to the residents of the corporation, the Units or the common elements.

(b) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of Bicycle/Locker Unit(s) the board may, from time to time, designate the Bicycle/Locker Unit(s) for alternative uses, provided that such alteration of use is in accordance with the requirements and the by-laws of the Municipality and approved by the requisite number of Owners at a meeting duly called for that purposes.

(c) The Bicycle/Locker Units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, that:

(i) no one except for the Corporation or the Declarant's Group shall retain ownership of any Bicycle/Locker Unit after he has sold and conveyed title to his Residential Unit;

(ii) any sale, transfer, or other conveyance of any Bicycle/Locker Unit shall only be made to the Declarant's Group, to the Corporation, or to any Owner of a Residential Unit in this Condominium. However, this restriction (c)(ii) shall not apply to the Declarant's Group who shall be allowed, by way of example, to sell, transfer, assign or convey a Bicycle/Locker Unit to a person who is not an Owner of a Residential Unit in the Condominium;

(iii) any lease of a Bicycle/Locker Unit shall only be made to the Declarant's Group, to the Corporation, or to any Owner or tenant of a Residential Unit in this Condominium, provided however that if any Bicycle/Locker Unit is leased to a tenant of a Residential Unit, then the term of such lease shall not extend beyond the term of the tenancy in respect of such Residential Unit. However, this restriction (c)(iii) shall not apply to the Declarant's Group who shall be allowed, by way of example, to lease a Bicycle/Locker Unit to a person who is neither an Owner or tenant of a Residential Unit in the Condominium;

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

(v) where the lessee of a Bicycle/Locker Unit is an owner or a tenant of a Residential Unit and such lessee is deprived of possession and/or ownership of his Residential Unit or space through any legal action, by the any party holding a registered transfer, mortgage, charge, execution, lien or other encumbrance against said unit or space, then such lease shall be deemed to be in default and shall thereupon be automatically terminated and of no further or effect, whereupon the Bicycle/Locker Unit which is subject to the lease shall automatically revert to the lessor thereof.

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

4.5 Combined Parking/Bicycle/Locker Units

(a) Each Combined Parking/Bicycle/Locker Unit may only be used for the parking of a motor vehicle, storage of bicycles and/or other non-combustible materials and shall not constitute a danger or nuisance to the residents of the corporation, the Units or the common elements.

(b) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of Combined Parking/Bicycle/Locker Unit(s) the board may, from time to time, designate the Combined Parking/Bicycle/Locker Unit(s) for alternative uses, provided that such alteration of use is in accordance with the requirements and the by-laws of the Municipality and approved by the requisite number of Owners at a meeting duly called for that purposes.

(c) The Combined Parking/Bicycle/Locker Units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination

with any other Units, provided however, that any sale, transfer, assignment or other conveyance of the Combined Parking/Bicycle/Locker Unit shall be made only to anyone in the Declarant's Group, to the Corporation, or to any owner of a Residential Unit in this Condominium. Combined Parking/Bicycle/Locker Unit(s) may be leased to tenants in actual occupation of Residential Units subject to the Declaration.

(d) No Owner of a Residential Unit, other than anyone in the Declarant's Group, shall be permitted to sell, lease, charge, transfer or otherwise convey his Combined Parking/Bicycle/Locker Units within which heating and/or air-conditioning equipment servicing such Residential Unit is located separately from the Residential Unit other than in conjunction with or to a purchaser or tenant of the applicable Residential Unit.

(e) Subject to Article 4.5 (d) above, any or all of the Combined Parking/Bicycle/Locker Units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, that:

(i) no one except for the Corporation or the Declarant's Group shall retain ownership of any Combined Parking/Bicycle/Locker Unit after he has sold and conveyed title to his Residential Unit;

(ii) any sale, transfer, or other conveyance of any Combined Parking/Bicycle/Locker Unit shall only be made to the Declarant's Group, to the Corporation, or to any Owner of a Residential Unit in this Condominium. However, this restriction (e)(ii) shall not apply to the Declarant's Group who shall be allowed, by way of example, to sell, transfer, assign or convey a Combined Parking/Bicycle/Locker Unit to a person who is not an Owner of a Residential Unit in the Condominium;

(iii) any lease of a Combined Parking/Bicycle/Locker Unit shall only be made to the Declarant's Group, to the Corporation, or to any Owner or tenant of a Residential Unit in this Condominium, provided however that if any Combined Parking/Bicycle/Locker Unit is leased to a tenant of a Residential Unit, then the term of such lease shall not extend beyond the term of the tenancy in respect of such Residential Unit. However, this restriction (e)(iii) shall not apply to the Declarant's Group who shall be allowed, by way of example, to lease a Combined Parking/Bicycle/Locker Unit to a person who is neither an Owner or tenant of a Residential Unit in the Condominium;

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

(v) where the lessee of a Combined Parking/Bicycle/Locker Units is an owner or a tenant of a Residential Unit and such lessee is deprived of possession and/or ownership of his Residential Unit or space through any legal action, by the any party holding a registered transfer, mortgage, charge, execution, lien or other encumbrance against said unit or space, then such lease shall be deemed to be in default and shall thereupon be automatically terminated and of no further or effect, whereupon the Combined Parking/Bicycle/Locker Units which is subject to the lease shall automatically revert to the lessor thereof.

(f) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Combined Parking/Bicycle/Locker Unit, in contravention of any of

the foregoing provisions of this section, shall be null and void and of no force or effect whatsoever.

4.6 Leasing of Units

Notification of Lease:

(a) Where an Owner leases his/her Unit, the Owner shall within thirty (30) days of entering into a lease or a renewal thereof:

(i) notify the Corporation that the Unit is leased;

(ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01 to the Act; and

(iii) provide the lessee with a copy of the Declaration, By-laws and Rules of the Corporation;

(b) If a lease of the Unit is terminated and not renewed, the Owner shall notify the Corporation in writing.

(c) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the Owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the common expenses and shall pay the same to the Corporation.

(d) An Owner leasing his/her Unit shall not be relieved thereby from any of his/her obligations with respect to the Unit, which shall be joint and several with his/her tenant.

ARTICLE 5 - MAINTENANCE AND REPAIRS

5.1 Repairs and Maintenance by Owner

(a) Each Owner shall maintain his Unit, and subject to the provisions of this Declaration and the Act, each Owner shall repair his Unit after damage, all at his own expense. In addition, without limiting the generality of the foregoing, each Owner shall maintain:

(i) the interior surface of doors which provide the means of ingress and egress from a Residential Unit and repair damage to those doors caused by the negligence of residents, family members, tenants, licensees or invitees to his Unit;

(ii) the interior surface of all windows in Residential Units and interior and exterior surfaces of all windows and window sills contiguous to his Unit and which are accessible by the patio, balcony, loggia, roof deck and/or terrace, together with the patio, balcony, loggia, roof deck and/or terrace itself which has been designated as an exclusive use area in respect of such Residential Unit; and repair damage to those windows caused by the negligence of the Owner, tenants, licensees, invitees, to the Unit;

(iii) and repair the bathtub enclosures, tiles, shower fans, ceiling and exhaust fans and fan motors located in the kitchen and bathroom areas of the Residential Unit;

(iv) his Parking Unit, Combined Parking/Bicycle/Locker Unit and Bicycle/Locker Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of the said units;

(v) the patio, balcony, loggia, roof deck and/or terrace, to which the Residential Unit has direct access (if such Owner's Unit has been allocated an exclusive use patio, balcony, loggia, roof deck or terrace) in a clean and sightly condition;

(vi) and repair gas fireplaces, if any, within the Residential Unit, provided that only persons certified to repair gas appliances shall be allowed to perform such services;

(b) Each Owner shall further maintain, repair and replace any system, appliance or fixture that serves the Owner's own Unit, at his own expense, including the heating, air-conditioning, heat pump and ventilation equipment and systems, including thermostatic controls contained within and servicing his Unit (to and including the shut-off valve in all Units other than the townhouse Units), such maintenance to include regularly scheduled inspections of all such equipment and the cleaning and replacement of air filters, provided such maintenance, repairs and/or replacements shall only be conducted by personnel approved by the board. Without limiting the generality of the foregoing, any maintenance, repair, and/or replacement of the air-conditioning and heat pump equipment and system shall be conducted by a mechanic licenced in Ontario to perform such work, and having an Ozone Depletion Certificate, and the Owner shall deliver a copy of all repair orders to the property manager forthwith. The Corporation may make provision in its annual budget for the maintenance and repair of the heating and air-conditioning equipment and systems servicing each Residential Unit, including the replacement of air filters, whereupon such costs shall be allocated as part of the common expenses. Each Owner shall be liable for any damage to any Unit and/or common elements due to the malfunction of such equipment caused by the act or omission of an Owner, his servants, agents, tenants, family or guests. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the board;

(c) The Corporation shall conduct such maintenance and make any repairs that an Owner is obliged to make and that he does not make within a reasonable time and in such an event, an Owner shall be deemed to have consented to having said repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such repairs, and all such costs shall bear interest at the rate of eighteen (18%) per cent per annum calculated monthly, until paid by said Owner. The Corporation may collect all such costs in such instalments as the board may decide upon, The instalments shall form part of the monthly contributions towards the common expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

5.2 Responsibility of Owner for Damage

Each Owner shall be responsible for all damage to any and all other Units and to the common elements, which is caused by the failure of the Owner to maintain and repair his/her Unit and such parts of the common elements for which he/she is responsible, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

5.3 Repair and Maintenance by Corporation

The Corporation shall maintain and repair the common elements at its own expense; however, the Corporation shall not be responsible for those parts of the common elements which are required to be maintained and repaired by the Owners pursuant to Article 5.1 hereof. Without limiting the generality of the foregoing, the Corporation shall ensure that all loading areas, walkways and exits located at grade level together with the garage deck (but with the exception of the internal garden paths if so excepted by the board), shall be kept clear of ice and snow.

ARTICLE 6 - **DAMAGE**

6.1 Procedure Where Damage Occurs

Where the board, pursuant to the Act, has determined that there has been substantial damage to twenty-five percent (25%) of the buildings, a meeting of the Owners shall be called for the purpose of voting for termination.

6.2 Plans and Specifications

A complete set of all the plans and specifications given to the board by the Declarant, together with plans and specifications for any additions, alterations or improvements from time to time made to the common elements or to any Unit with the prior consent in writing of the board, shall be maintained in the office of the Corporation at all times for the use of the Corporation in rebuilding or repairing any damage to the buildings and for the use of any Owner.

ARTICLE 7 - **INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE**

7.1 Insurance Trustee

The Corporation shall enter into an agreement with an Insurance Trustee, which shall be a trust company registered under the *Loan and Trust Corporations Act* (Ontario), or shall be a chartered bank, which agreement (the "**Insurance Trust Agreement**") shall, without limiting its generality, provide the following:

(a) the receipt by the Insurance Trustee of any proceeds of insurance payable to the Corporation in excess of fifteen percent (15%) of the replacement cost of the property covered by the insurance policy;

(b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of this Declaration;

(c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and

(d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

In the event that the Corporation is unable to enter into such agreement with such trust company or such chartered bank by reason of their refusal to act, the Corporation may enter into such agreement with such other corporation authorized to act as a trustee, as the Owners may approve by bylaw at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.

7.2 DISBURSEMENTS

In the event that:

(a) the Corporation is obligated to repair any Unit insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs;

(b) there is no obligation by the Corporation to repair any Unit in accordance with the provisions of the Act and there is termination in accordance with the provisions of the Act or otherwise, the Insurance Trustee shall hold all proceeds for the Owners in the proportion of their respective interest in the common elements and shall pay such proceeds to the

Owners in such proportions upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Notice of Lien registered by the Corporation against such Unit in accordance with the priorities thereof;

(c) the board, in accordance with the provisions of the Act, determines that:

(1) there has not been substantial damage to twenty-five percent (25%) of the buildings; or

(2) there has been substantial damage to twenty-five percent (25%) of the buildings and within sixty (60) days thereafter the Owners who own eighty percent (80%) of the Units do not vote for termination,

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

ARTICLE 8 - **INSURANCE**

8.1 The Corporation shall obtain and maintain the following insurance:

(a) (i) Insurance against major perils and such other perils as the board may from time to time deem advisable insuring the Property, but excluding improvements and betterments made or acquired by an Owner, in an amount equal to the replacement cost thereof; and

(ii) insurance against damage to personal property owned by the Corporation if any, but not including furnishings, furniture or other personal property supplied or installed by the Owners, in an amount equal to the replacement cost thereof;

This insurance may be subject to a loss deductible clause as determined by the board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the Units and/or the common elements (or any portion thereof), provided however that if an Owner, tenant or other person residing in the Unit with the knowledge or permission of the Owner, through an act or omission causes damage to such Owner's Unit, or to any other Unit(s), or to any portion of the common elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such Owner's Unit;

(b) public liability 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 the limits to be determined by the board, but not less than Two Million Dollars ($2,000,000) and without right of subrogation as against the Corporation, its manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit;

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

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

(e) Every policy or policies of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear, with mortgagee endorsements, which shall be subject to the provisions of this Declaration and the Insurance Trust Agreement and shall contain the following provisions:

(i) waivers of subrogation against the Corporation, its manager, agents, employees and servants and Owners, and any member of the household or guests of any Owner or occupant of a Unit, except for arson, fraud, vehicle impact, vandalism or malicious mischief;

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

(iii) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of a statutory condition of any insured; and

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

8.2 General Provisions

(a) Prior to obtaining any policy or policies of insurance under Articles 8.1(a) and 8.1 (b) hereof or any renewal or renewals thereof, or at such other time as the board may deem advisable, the board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the Property for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.

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

(c) The mortgagee in every mortgage registered against the security of any Unit shall be deemed to have waived any contractual or statutory provision giving the mortgagee the right to have the proceeds of any insurance policy or policies applied on account of the mortgage and thereby prevent application to the proceeds of any insurance policy or policies towards the repair of the Property pursuant to the provisions of this Declaration. This Article 8.1(c) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right and also to the right of any mortgagee to receive the proceeds of any insurance policy if the Property is not repaired.

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

to each Owner and mortgagee who has notified the Corporation that he has become an Owner or mortgagee.

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

8.3 By the Owner

(a) 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 expense:

(i) Insurance on any improvements to a Unit to the extent same are not covered as part of the standard Unit for the class of Unit to which the owner's Unit belongs by the insurance obtained and maintained by the Corporation and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within the Unit and the personal property and chattels stored elsewhere on the Property, including automobiles, and for loss of use and occupancy of the Unit in the event of damage. Every such policy of insurance shall contain waiver(s) of subrogation against the Corporation, its directors, officers, 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 malicious mischief caused or contributed by any of the aforementioned parties;

(ii) 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;

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

(b) Owners are recommended to obtain, although it is not mandatory, insurance covering:

(i) additional living expenses incurred by an Owner if forced to leave his/her Residential Unit by one of the hazards protected against under the Corporation's policy;

(ii) special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.

ARTICLE 9 - INDEMNIFICATION

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 or any member thereof, any other resident of his Unit or any guests, invitees or licensees of such Owner or resident to or with respect to the common elements and/or all other Units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such.

ARTICLE 10 - GENERAL MATTERS AND ADMINISTRATION

10.1 Rights of Entry to the Unit

(a) The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the board, shall be entitled to enter any Unit 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 purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation. In addition, Corporation, its agents or any other person authorized by the board shall be entitled to enter where necessary, any Unit or any part of the common elements over which the Owners of such Units have the exclusive use, at such reasonable times and upon giving reasonable notice, to facilitate window washing and maintenance of the suites and common element areas below.

(b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and without notice for the purpose of repairing the Unit, common elements, including any part of the common elements over which any Owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists;

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

(d) The 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; and

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

10.2 Performance Audit

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

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

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

for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the 11th

month following the registration of this declaration and the corresponding completion of the Performance Audit.

10.3 Architectural, Structural, Mechanical, Electrical and Landscaping Plans

A complete set of all the original as-built architectural, structural, mechanical, electrical and landscaping plans and specifications including copies of all plans and specifications for any additions, alterations or improvements from time to time made to the common elements or to any Unit which required the prior consent of the board shall be maintained in the office of the Corporation at all times or at such other place as the board may determine by resolution for the use of the Corporation and any owner or mortgagee in rebuilding or repairing any damage.

10.4 Units Subject to Declaration, By-laws and Rules and Regulations

All present and future Owners, tenants and occupants of Units, including their families, guests and visitors, shall be subject to and shall comply with the provisions of this Declaration, the by-laws and any other rules and regulations of the Corporation.

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

10.5 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 of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

10.6 Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the By-laws or any other rules and regulations 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.

10.7 Interpretation of Declaration

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

10.8 Headings

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

DATED at Toronto this 19th day of ~~October~~ September, 2003.

IN WITNESS WHEREOF the Declarant has hereunto executed this Declaration.

ONE PHOEBE LIMITED

Per:_____
Name: Julie DiLorenzo
Title: President

I have authority to bind the corporation.

SCHEDULE "A"

In the City of Toronto and Province of Ontario, being composed of Lots 31 to 37 both inclusive and Lots A and B, according to a plan registered in the Registry Division of the Toronto Registry Office as Plan D-156, Part of Lot 3 and Lot 4 (on the east side of Soho Street, formerly Maria Street) according to a plan registered in said Registry Office as Plan D-10 and Part of Park Lot 14 in Concession 1, From the Bay, all designated as PARTS 2 to 18 both inclusive on a plan of survey of record deposited in the Land Titles Division of the Toronto Registry Office as Plan 66R-17697, hereinafter referred to as the "Condominium Lands".

The southerly limit of Phoebe Street and westerly limit of Beverly Street have been confirmed under the Boundaries Act by Plan BA-1156, Instrument A687875 and the easterly limit of Soho Street confirmed under the Boundaries Act by Plan BA-734, Instrument A 528318.

SUBJECT TO an easement in favour of Rogers Cable Inc. over the "Condominium Lands", for the purposes as set out in Instrument AT 4650.

Being all of P.I.N. 21205-0001 (LT).

In my opinion, based on the parcel register and the plans and documents recorded in them, the legal description is correct, the easements will exist in law upon the registration of the declaration and description and the Declarant is the registered owner of the lands and appurtenant interests.

Messrs. Goodman & Carr, LLP.

Per: _____
Richard Wong

July 11, 2003
Ref: 178: 1592-0.SCA

SCHEDULE "B"

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

(i) **The Bank of Nova Scotia** has a registered Mortgage within the meaning of Clause 7(2)(b) of the *Condominium Act*, 1998 registered as Instrument No. E367098 in The Land Titles Division of the Toronto Registry Office (No. 66), as amended.

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

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

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

Power of Attorney registered on February 16,1989, as Instrument No. C-543438 in the land registry office for the Land Titles Division of Toronto (No. 66).

The attorney states that to the best of the attorney's knowledge and belief the power of attorney is still in full force and effect.

The attorney states the attorney is at the time of execution of this instrument the holder of the office referred to below.

DATED at Toronto this 25 day of September, 2003.

THE BANK OF NOVA SCOTIA

BNS DOCUMENT
NO. 1826 c03
APPROVED FOR
EXECUTION

Per: _____
Name: Michael Francis Dobson
Title: Assistant General Manager
Real Estate Credit

Per: _____
Name:
Title:

We have authority to bind the corporation.

SCHEDULE "B-1"

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

(i) **St. Paul Guarantee Insurance Company** has a registered Mortgage within the meaning of Clause 7(2)(b) of the *Condominium Act*, 1998 registered as Instrument No. E456667 in The Land Titles Division of the Toronto Registry Office (No. 66), as amended.

(ii) **London Guarantee Insurance Company** changed its name to St. Paul Guarantee Insurance Company by Amending Letters Patent dated December 19, 2002 and effective January 1, 2003, a notarial copy of which Amending Letters Patent was registered in the Land Titles Division of the Toronto Registry Office No. 66 on January 20, 2003 as Instrument No. AT83155.

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

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

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

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

ST. PAUL GUARANTEE INSURANCE COMPANY

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

Per:
Name: Jim Emanoilidis
Title: Senior Underwriter

I/We have authority to bind the corporation.

SCHEDULE "C"

Each Residential, Parking, Combined Parking/Bicycle/Locker and Bicycle/Locker Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 4 both inclusive on the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheets 1 to 4 both inclusive of the Description, and all dimensions shall have reference to them.

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

1. **BOUNDARIES OF THE RESIDENTIAL UNITS**

(being Units 1 to 12 inclusive on Level 1, Units 1 to 46 inclusive on Level 2, Units 1 to 35 inclusive on Level 3, Units 1 to 50 inclusive on Level 4, Units 1 to 30 inclusive on Level 5, Units 1 to 22 inclusive on Level 6, Units 1 to 19 inclusive on Level 7, Units 1 to 14 inclusive on Level 8 and Units 1, 2 and 3 on Level 9).

a) Each Residential Unit is bounded vertically by:

i) the upper surface and plane of the concrete floor slab and production.

ii) the lower surface and plane of the concrete ceiling slab and production.

iii) the upper surfaces and planes of the stair treads separating Unit 31 from Unit 30 on Level 2.

iv) the upper surface and plane of the drywall sheathing and production beneath the stairs separating Units 30 and 31 on Level 2.

b) Each Residential 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 and production.

ii) the unit side surface of all exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position, and the unit side surface of any glass panels contained therein.

iii) in the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

2. **BOUNDARIES OF THE PARKING UNITS**

(being Units 13 to 48 inclusive, 50, 52, 54, 56 to 60 inclusive, 62, 64, 66 to 70 inclusive, 77, 80 to 87 inclusive, 90, 91 and 94 to 98 inclusive on Level 1 and Units 1 to 47 inclusive, 50, 51, 54 to 73 inclusive, 77 to 82 inclusive, 84, 86, 88, 90, 92, 94, 96, 98, 100, 102 to 106 inclusive, 108, 110, 112, 114, 116 to 124 inclusive, 126, 128, 130, 132, 134 to 138 inclusive, 145, 146, 147, 150 to 172 inclusive and 175 to 185 inclusive on Level A).

3. **BOUNDARIES OF THE COMBINED PARKING/BICYCLE/LOCKER UNITS**

(being Units 49, 51, 53, 55, 61, 63, 65, 71 to 76 inclusive, 78, 79, 88, 89, 92 and 93 on Level 1 and Units 48, 49, 52, 53, 74, 75, 76, 83, 85, 87, 89, 91, 93, 95, 97, 99, 101, 107, 109, 111, 113, 115, 125, 127, 129, 131, 133, 139 to 144 inclusive, 148, 149, 173 and 174 on Level A).

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

i) the upper surface and plane of the concrete garage floor slab and production.

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

iii) the lower surface and plane of the concrete ceiling slab for Units 145 and 146 on Level A.

b) Each Parking Unit and Combined Parking/Bicycle/Locker is bounded horizontally by one or a combination of the following:

i) the vertical plane established by measurement.

ii) the vertical plane established by the line and face of concrete columns and the production thereof.

iii) the vertical plane established by the centre-line of columns and the production thereof.

iv) the unit side surface and plane of the concrete or concrete block walls and the production thereof.

v) the vertical plane established perpendicular to the concrete wall and passing through the centre line of the concrete columns and production thereof.

vi) the vertical plane established by measurement and perpendicular to the concrete wall.

4. **BOUNDARIES OF THE /BICYCLE/LOCKER UNITS**

(being Units 99 to 177 on Level 1 and Units 186 to 295 on Level A).

a) Each Bicycle/Locker Unit is bounded vertically by one or a combination of the following:

i) the upper surface and plane of the concrete floor slab and production.

ii) the lower surface and plane of the steel wire mesh and frame.

iii) the lower surface and plane of the concrete ceiling slab and production.

b) Each Bicycle/Locker Unit is bounded horizontally by:

i) the unit side surface and plane of the steel wire mesh and frame.

ii) the unit side surface and plane of the concrete or concrete block walls and production.

iii) the unit side surface and plane of the door and frame, said door being in a closed position.

iv) the vertical plane established perpendicular to the concrete wall and passing through the centre line of the concrete columns and production thereof.

v) the vertical plane established by measurement and perpendicular to the concrete wall.

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

September 16 2003
Dated

R. Avis,
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.

July 14, 2003
Ref: 178: 1592-0..SCC

ONE PHOEBE LIMITED

SCHEDULE 'D' TO THE DECLARATION

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

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO COMMON EXPENSES	% INTEREST IN COMMON ELEMENTS
RESIDENTIAL UNITS			
1	1	0.4805%	0.4452%
2	1	0.2806%	0.2600%
3	1	0.2806%	0.2600%
4	1	0.3101%	0.2873%
5	1	0.4165%	0.3858%
6	1	0.4165%	0.3858%
7	1	0.3101%	0.2873%
8	1	0.3071%	0.2845%
9	1	0.3844%	0.3561%
10	1	0.3033%	0.2809%
11	1	0.2670%	0.2473%
12	1	0.2588%	0.2388%
1	2	0.3456%	0.3201%
2	2	0.4946%	0.4582%
3	2	0.3259%	0.3019%
4	2	0.3255%	0.3015%
5	2	0.5651%	0.5235%
6	2	0.2409%	0.2232%
7	2	0.4122%	0.3816%
8	2	0.4805%	0.4452%
9	2	0.2806%	0.2600%
10	2	0.2806%	0.2600%
11	2	0.3191%	0.2956%
12	2	0.4233%	0.3921%
13	2	0.4233%	0.3921%
14	2	0.3191%	0.2956%
15	2	0.2990%	0.2770%
16	2	0.3844%	0.3561%
17	2	0.3033%	0.2809%
18	2	0.2670%	0.2473%
19	2	0.2588%	0.2398%
20	2	0.3908%	0.3621%
21	2	0.1922%	0.1781%
1	3	0.3456%	0.3201%
2	3	0.4968%	0.4602%
3	3	0.4968%	0.4602%
4	3	0.3255%	0.3015%
5	3	0.3503%	0.3245%
6	3	0.4553%	0.4218%
7	3	0.5156%	0.4776%
8	3	0.4805%	0.4452%
9	3	0.2806%	0.2600%
10	3	0.2806%	0.2600%
11	3	0.3191%	0.2956%
12	3	0.3191%	0.2956%
13	3	0.3225%	0.2987%
14	3	0.3225%	0.2987%
15	3	0.3212%	0.2976%
16	3	0.3212%	0.2976%
17	3	0.3092%	0.2865%
18	3	0.3964%	0.3672%
19	3	0.3127%	0.2896%
20	3	0.2695%	0.2497%
21	3	0.2648%	0.2453%
22	3	0.2512%	0.2327%
23	3	0.2512%	0.2327%
24	3	0.3289%	0.3047%
25	3	0.4767%	0.4416%
26	3	0.3908%	0.3621%
27	3	0.1922%	0.1781%
1	4	0.3456%	0.3201%
2	4	0.4946%	0.4582%
3	4	0.4968%	0.4602%
4	4	0.3255%	0.3015%
5	4	0.3503%	0.3245%
6	4	0.4553%	0.4218%
7	4	0.5156%	0.4776%
8	4	0.4805%	0.4452%
9	4	0.2806%	0.2600%
10	4	0.2806%	0.2600%
11	4	0.3191%	0.2956%
12	4	0.3191%	0.2956%
13	4	0.3225%	0.2987%
14	4	0.3225%	0.2987%
15	4	0.3212%	0.2976%
16	4	0.3212%	0.2976%
17	4	0.3092%	0.2865%
18	4	0.3964%	0.3672%

ONE PHOEBE LIMITED

SCHEDULE 'D' TO THE DECLARATION

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

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO COMMON EXPENSES	% INTEREST IN COMMON ELEMENTS
19	4	0.3127%	0.2896%
20	4	0.2695%	0.2497%
21	4	0.2648%	0.2453%
22	4	0.2516%	0.2331%
23	4	0.2512%	0.2327%
24	4	0.3289%	0.3047%
25	4	0.4767%	0.4416%
26	4	0.3908%	0.3621%
27	4	0.1922%	0.1781%
1	5	0.3456%	0.3201%
2	5	0.4946%	0.4582%
3	5	0.4968%	0.4602%
4	5	0.3255%	0.3015%
5	5	0.5348%	0.4954%
6	5	0.6488%	0.6011%
7	5	0.5578%	0.5168%
8	5	0.5109%	0.4732%
9	5	0.4301%	0.3985%
10	5	0.4301%	0.3985%
11	5	0.3887%	0.3601%
12	5	0.3092%	0.2865%
13	5	0.3964%	0.3672%
14	5	0.3127%	0.2896%
15	5	0.2695%	0.2497%
16	5	0.2648%	0.2453%
17	5	0.2507%	0.2323%
18	5	0.2512%	0.2327%
19	5	0.3289%	0.3047%
20	5	0.4767%	0.4416%
21	5	0.3908%	0.3621%
22	5	0.1922%	0.1781%
1	6	0.3456%	0.3201%
2	6	0.4946%	0.4582%
3	6	0.4968%	0.4602%
4	6	0.6268%	0.5805%
5	6	0.5314%	0.4922%
6	6	0.3007%	0.2786%
7	6	0.3007%	0.2786%
8	6	0.2593%	0.2402%
9	6	0.2588%	0.2398%
10	6	0.3092%	0.2865%
11	6	0.3964%	0.3672%
12	6	0.3127%	0.2896%
13	6	0.2695%	0.2497%
14	6	0.2648%	0.2453%
15	6	0.2507%	0.2323%
16	6	0.5596%	0.5184%
17	6	0.5335%	0.4942%
18	6	0.3084%	0.2857%
1	7	0.3456%	0.3201%
2	7	0.4946%	0.4582%
3	7	0.4968%	0.4602%
4	7	0.3255%	0.3015%
5	7	0.2956%	0.2738%
6	7	0.2606%	0.2414%
7	7	0.2593%	0.2402%
8	7	0.3007%	0.2786%
9	7	0.3007%	0.2786%
10	7	0.2593%	0.2402%
11	7	0.2588%	0.2398%
12	7	0.3092%	0.2865%
13	7	0.3964%	0.3672%
14	7	0.3127%	0.2896%
15	7	0.2695%	0.2497%
16	7	0.2648%	0.2453%
17	7	0.6745%	0.6248%
18	7	0.6958%	0.6446%
1	8	0.3481%	0.3225%
2	8	0.4912%	0.4550%
3	8	0.4912%	0.4550%
4	8	0.3251%	0.3011%
5	8	0.2999%	0.2778%
6	8	0.2725%	0.2524%
7	8	0.2597%	0.2406%
8	8	0.3007%	0.2786%
9	8	0.3007%	0.2786%
10	8	0.2593%	0.2402%
11	8	0.8167%	0.7566%

ONE PHOEBE LIMITED

SCHEDULE 'D' TO THE DECLARATION

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

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO COMMON EXPENSES	% INTEREST IN COMMON ELEMENTS
12	8	0.7398%	0.6853%
13	8	0.6612%	0.6125%
14	8	0.5980%	0.5540%
1	9	0.4536%	0.4202%
2	9	0.6813%	0.6311%
3	9	0.5766%	0.5342%
22	2	0.3410%	0.3846%
23	2	0.4814%	0.5429%
24	2	0.3596%	0.4056%
25	2	0.3067%	0.3458%
45	2	0.2947%	0.3324%
26	2	0.3067%	0.3458%
46	2	0.2828%	0.3189%
27	2	0.2691%	0.3035%
28	2	0.2737%	0.3086%
29	2	0.2428%	0.2738%
28	3	0.4003%	0.4515%
29	3	0.4519%	0.5096%
30	3	0.3965%	0.4471%
31	3	0.5558%	0.6268%
32	3	0.4982%	0.5619%
33	3	0.2677%	0.3019%
34	3	0.2737%	0.3086%
35	3	0.3263%	0.3680%
28	4	0.4003%	0.4515%
29	4	0.4428%	0.4994%
30	4	0.3231%	0.3644%
31	4	0.5642%	0.6363%
32	4	0.5502%	0.6204%
33	4	0.2674%	0.3015%
34	4	0.2737%	0.3086%
35	4	0.3263%	0.3680%
23	5	0.4003%	0.4515%
24	5	0.4442%	0.5009%
25	5	0.3940%	0.4444%
26	5	0.5558%	0.6268%
27	5	0.4965%	0.5599%
28	5	0.2691%	0.3035%
29	5	0.2698%	0.3043%
30	5	0.3263%	0.3680%
19	6	0.6189%	0.6980%
20	6	0.5414%	0.6105%
21	6	0.4168%	0.4701%
22	6	0.4049%	0.4566%
19	7	1.5137%	1.3860%
30	2	0.2939%	0.4487%
32	2	0.4467%	0.6137%
33	2	0.2972%	0.4084%
34	2	0.2972%	0.4084%
35	2	0.2972%	0.4084%
36	2	0.2972%	0.4084%
37	2	0.2972%	0.4084%
38	2	0.3113%	0.4277%
39	2	0.2854%	0.3921%
40	2	0.3277%	0.4503%
41	2	0.3289%	0.4519%
42	2	0.3277%	0.4503%
43	2	0.3289%	0.4519%
44	2	0.3277%	0.4503%
31	2	0.3416%	0.4693%
36	4	0.5115%	0.5856%
37	4	0.3753%	0.4297%
38	4	0.3629%	0.4155%
39	4	0.4106%	0.4701%
40	4	0.3646%	0.4175%
41	4	0.3622%	0.4147%
42	4	0.3660%	0.4190%
43	4	0.3622%	0.4147%
44	4	0.3784%	0.4333%

ONE PHOEBE LIMITED

SCHEDULE 'D' TO THE DECLARATION

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

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO COMMON EXPENSES	% INTEREST IN COMMON ELEMENTS
45	4	0.3459%	0.3961%
46	4	0.3660%	0.4190%
47	4	0.3660%	0.4190%
48	4	0.3622%	0.4147%
49	4	0.3660%	0.4190%
50	4	0.4486%	0.5136%
PARKING UNITS			
13	1	0.0360%	0.0360%
14	1	0.0360%	0.0360%
15	1	0.0360%	0.0360%
16	1	0.0360%	0.0360%
17	1	0.0360%	0.0360%
18	1	0.0360%	0.0360%
19	1	0.0360%	0.0360%
20	1	0.0360%	0.0360%
21	1	0.0360%	0.0360%
22	1	0.0360%	0.0360%
23	1	0.0360%	0.0360%
24	1	0.0360%	0.0360%
25	1	0.0360%	0.0360%
26	1	0.0360%	0.0360%
27	1	0.0360%	0.0360%
28	1	0.0360%	0.0360%
29	1	0.0360%	0.0360%
30	1	0.0360%	0.0360%
31	1	0.0360%	0.0360%
32	1	0.0360%	0.0360%
33	1	0.0360%	0.0360%
34	1	0.0360%	0.0360%
35	1	0.0360%	0.0360%
36	1	0.0360%	0.0360%
37	1	0.0360%	0.0360%
38	1	0.0360%	0.0360%
39	1	0.0360%	0.0360%
40	1	0.0360%	0.0360%
41	1	0.0432%	0.0432%
42	1	0.0432%	0.0432%
43	1	0.0432%	0.0432%
44	1	0.0432%	0.0432%
45	1	0.0432%	0.0432%
46	1	0.0360%	0.0360%
47	1	0.0360%	0.0360%
48	1	0.0360%	0.0360%
50	1	0.0360%	0.0360%
52	1	0.0360%	0.0360%
54	1	0.0360%	0.0360%
56	1	0.0360%	0.0360%
57	1	0.0360%	0.0360%
58	1	0.0360%	0.0360%
59	1	0.0360%	0.0360%
60	1	0.0360%	0.0360%
62	1	0.0360%	0.0360%
64	1	0.0360%	0.0360%
66	1	0.0360%	0.0360%
67	1	0.0360%	0.0360%
68	1	0.0360%	0.0360%
69	1	0.0360%	0.0360%
70	1	0.0360%	0.0360%
77	1	0.0360%	0.0360%
80	1	0.0360%	0.0360%
81	1	0.0360%	0.0360%
82	1	0.0360%	0.0360%
83	1	0.0360%	0.0360%
84	1	0.0360%	0.0360%
85	1	0.0360%	0.0360%
86	1	0.0360%	0.0360%
87	1	0.0360%	0.0360%
90	1	0.0360%	0.0360%
91	1	0.0360%	0.0360%
94	1	0.0360%	0.0360%
95	1	0.0360%	0.0360%
96	1	0.0360%	0.0360%
97	1	0.0360%	0.0360%
98	1	0.0360%	0.0360%
1	Level A	0.0360%	0.0360%
2	Level A	0.0360%	0.0360%
3	Level A	0.0360%	0.0360%
4	Level A	0.0360%	0.0360%
5	Level A	0.0360%	0.0360%
6	Level A	0.0360%	0.0360%

ONE PHOEBE LIMITED

SCHEDULE 'D' TO THE DECLARATION

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

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO COMMON EXPENSES	% INTEREST IN COMMON ELEMENTS
7	Level A	0.0360%	0.0360%
8	Level A	0.0360%	0.0360%
9	Level A	0.0360%	0.0360%
10	Level A	0.0360%	0.0360%
11	Level A	0.0360%	0.0360%
12	Level A	0.0360%	0.0360%
13	Level A	0.0360%	0.0360%
14	Level A	0.0360%	0.0360%
15	Level A	0.0360%	0.0360%
16	Level A	0.0360%	0.0360%
17	Level A	0.0360%	0.0360%
18	Level A	0.0360%	0.0360%
19	Level A	0.0360%	0.0360%
20	Level A	0.0360%	0.0360%
21	Level A	0.0360%	0.0360%
22	Level A	0.0360%	0.0360%
23	Level A	0.0360%	0.0360%
24	Level A	0.0360%	0.0360%
25	Level A	0.0360%	0.0360%
26	Level A	0.0360%	0.0360%
27	Level A	0.0360%	0.0360%
28	Level A	0.0360%	0.0360%
29	Level A	0.0360%	0.0360%
30	Level A	0.0360%	0.0360%
31	Level A	0.0360%	0.0360%
32	Level A	0.0360%	0.0360%
33	Level A	0.0360%	0.0360%
34	Level A	0.0360%	0.0360%
35	Level A	0.0360%	0.0360%
36	Level A	0.0360%	0.0360%
37	Level A	0.0360%	0.0360%
38	Level A	0.0360%	0.0360%
39	Level A	0.0360%	0.0360%
40	Level A	0.0360%	0.0360%
41	Level A	0.0360%	0.0360%
42	Level A	0.0360%	0.0360%
43	Level A	0.0360%	0.0360%
44	Level A	0.0360%	0.0360%
45	Level A	0.0360%	0.0360%
46	Level A	0.0360%	0.0360%
47	Level A	0.0360%	0.0360%
50	Level A	0.0360%	0.0360%
51	Level A	0.0360%	0.0360%
54	Level A	0.0360%	0.0360%
55	Level A	0.0360%	0.0360%
56	Level A	0.0360%	0.0360%
57	Level A	0.0360%	0.0360%
58	Level A	0.0360%	0.0360%
59	Level A	0.0360%	0.0360%
60	Level A	0.0360%	0.0360%
61	Level A	0.0360%	0.0360%
62	Level A	0.0360%	0.0360%
63	Level A	0.0360%	0.0360%
64	Level A	0.0360%	0.0360%
65	Level A	0.0360%	0.0360%
66	Level A	0.0360%	0.0360%
67	Level A	0.0360%	0.0360%
68	Level A	0.0360%	0.0360%
69	Level A	0.0360%	0.0360%
70	Level A	0.0360%	0.0360%
71	Level A	0.0360%	0.0360%
72	Level A	0.0360%	0.0360%
73	Level A	0.0360%	0.0360%
77	Level A	0.0360%	0.0360%
78	Level A	0.0360%	0.0360%
79	Level A	0.0360%	0.0360%
80	Level A	0.0360%	0.0360%
81	Level A	0.0360%	0.0360%
82	Level A	0.0360%	0.0360%
84	Level A	0.0360%	0.0360%
86	Level A	0.0360%	0.0360%
88	Level A	0.0360%	0.0360%
90	Level A	0.0360%	0.0360%
92	Level A	0.0360%	0.0360%
94	Level A	0.0360%	0.0360%
96	Level A	0.0360%	0.0360%
98	Level A	0.0360%	0.0360%
100	Level A	0.0360%	0.0360%
102	Level A	0.0360%	0.0360%
103	Level A	0.0360%	0.0360%
104	Level A	0.0360%	0.0360%
105	Level A	0.0360%	0.0360%

ONE PHOEBE LIMITED

SCHEDULE 'D' TO THE DECLARATION

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

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO COMMON EXPENSES	% INTEREST IN COMMON ELEMENTS
106	Level A	0.0360%	0.0360%
108	Level A	0.0360%	0.0360%
110	Level A	0.0360%	0.0360%
112	Level A	0.0360%	0.0360%
114	Level A	0.0360%	0.0360%
116	Level A	0.0360%	0.0360%
117	Level A	0.0360%	0.0360%
118	Level A	0.0360%	0.0360%
119	Level A	0.0360%	0.0360%
120	Level A	0.0360%	0.0360%
121	Level A	0.0360%	0.0360%
122	Level A	0.0360%	0.0360%
123	Level A	0.0360%	0.0360%
124	Level A	0.0360%	0.0360%
126	Level A	0.0360%	0.0360%
128	Level A	0.0360%	0.0360%
130	Level A	0.0360%	0.0360%
132	Level A	0.0360%	0.0360%
134	Level A	0.0360%	0.0360%
135	Level A	0.0360%	0.0360%
136	Level A	0.0360%	0.0360%
137	Level A	0.0360%	0.0360%
138	Level A	0.0360%	0.0360%
145	Level A	0.0432%	0.0432%
146	Level A	0.0432%	0.0432%
147	Level A	0.0360%	0.0360%
150	Level A	0.0360%	0.0360%
151	Level A	0.0360%	0.0360%
152	Level A	0.0360%	0.0360%
153	Level A	0.0360%	0.0360%
154	Level A	0.0360%	0.0360%
155	Level A	0.0360%	0.0360%
156	Level A	0.0360%	0.0360%
157	Level A	0.0360%	0.0360%
158	Level A	0.0360%	0.0360%
159	Level A	0.0360%	0.0360%
160	Level A	0.0360%	0.0360%
161	Level A	0.0432%	0.0432%
162	Level A	0.0432%	0.0432%
163	Level A	0.0360%	0.0360%
164	Level A	0.0360%	0.0360%
165	Level A	0.0360%	0.0360%
166	Level A	0.0360%	0.0360%
167	Level A	0.0360%	0.0360%
168	Level A	0.0360%	0.0360%
169	Level A	0.0360%	0.0360%
170	Level A	0.0360%	0.0360%
171	Level A	0.0360%	0.0360%
172	Level A	0.0360%	0.0360%
175	Level A	0.0360%	0.0360%
176	Level A	0.0360%	0.0360%
177	Level A	0.0360%	0.0360%
178	Level A	0.0360%	0.0360%
179	Level A	0.0360%	0.0360%
180	Level A	0.0360%	0.0360%
181	Level A	0.0360%	0.0360%
182	Level A	0.0360%	0.0360%
183	Level A	0.0360%	0.0360%
184	Level A	0.0360%	0.0360%
185	Level A	0.0360%	0.0360%
COMBINED PARKING/BICYCLE/LOCKER UNITS			
49	1	0.0504%	0.0504%
51	1	0.0504%	0.0504%
53	1	0.0504%	0.0504%
55	1	0.0504%	0.0504%
61	1	0.0504%	0.0504%
63	1	0.0504%	0.0504%
65	1	0.0504%	0.0504%
71	1	0.0504%	0.0504%
72	1	0.0504%	0.0504%
73	1	0.0504%	0.0504%
74	1	0.0504%	0.0504%
75	1	0.0504%	0.0504%
76	1	0.0504%	0.0504%
78	1	0.0504%	0.0504%
79	1	0.0504%	0.0504%
88	1	0.0504%	0.0504%
89	1	0.0504%	0.0504%
92	1	0.0504%	0.0504%
93	1	0.0504%	0.0504%

ONE PHOEBE LIMITED

SCHEDULE 'D' TO THE DECLARATION

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

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO COMMON EXPENSES	% INTEREST IN COMMON ELEMENTS
48	Level A	0.0504%	0.0504%
49	Level A	0.0504%	0.0504%
52	Level A	0.0504%	0.0504%
53	Level A	0.0504%	0.0504%
74	Level A	0.0504%	0.0504%
75	Level A	0.0504%	0.0504%
76	Level A	0.0504%	0.0504%
83	Level A	0.0504%	0.0504%
85	Level A	0.0504%	0.0504%
87	Level A	0.0504%	0.0504%
89	Level A	0.0504%	0.0504%
91	Level A	0.0504%	0.0504%
93	Level A	0.0504%	0.0504%
95	Level A	0.0504%	0.0504%
97	Level A	0.0504%	0.0504%
99	Level A	0.0504%	0.0504%
101	Level A	0.0504%	0.0504%
107	Level A	0.0504%	0.0504%
109	Level A	0.0504%	0.0504%
111	Level A	0.0504%	0.0504%
113	Level A	0.0504%	0.0504%
115	Level A	0.0504%	0.0504%
125	Level A	0.0504%	0.0504%
127	Level A	0.0504%	0.0504%
129	Level A	0.0504%	0.0504%
131	Level A	0.0504%	0.0504%
133	Level A	0.0504%	0.0504%
139	Level A	0.0504%	0.0504%
140	Level A	0.0504%	0.0504%
141	Level A	0.0504%	0.0504%
142	Level A	0.0504%	0.0504%
143	Level A	0.0504%	0.0504%
144	Level A	0.0504%	0.0504%
148	Level A	0.0504%	0.0504%
149	Level A	0.0504%	0.0504%
173	Level A	0.0504%	0.0504%
174	Level A	0.0576%	0.0576%
BICYCLE/LOCKER UNITS			
99-177	Level 1	1.1376%	1.1376%
166-295	Level A	1.5840%	1.5840%
(Note: Each individual Bicycle/Locker Unit has a 0.0144% percentage contribution to the common expenses and a 0.0144% percentage interest in the common elements.)			
TOTAL		100.0000%	100.0000%

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

Common expenses, without limiting the definition ascribed thereto, shall include the following:

1. all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and by-laws of the Corporation or other law or by agreement;

2. all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:

   (a) insurance premiums;
   (b) water and sewage;
   (c) waste disposal and garbage collection;
   (d) maintenance materials, tools and supplies;
   (e) snow removal and landscaping; and
   (f) fuel, including gas and oil, and hydro electricity, unless separately metered or check metered to a Unit, in which case same shall not form part of the common expenses.

3. all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;

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

5. all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;

6. the cost of furnishings and equipment for use in and about the common elements including the repair, maintenance or replacement thereof;

7. the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;

8. the fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;

9. the cost of maintaining fidelity bonds as provided by by-law;

10. all sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation;

11. the cost of the performance audit, if applicable;

12. the cost of reserve fund studies, if applicable.

SCHEDULE "F"

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

a) the Owner(s) of Residential Units 1, 2 and 3 on Level 1 and Units 1, 2, 3, 4, 20, 22 to 30 inclusive and Units 39 to 46 inclusive on Level 2, each have the exclusive use of a patio to which said Units provide direct access, the said patios being illustrated in heavy outline on Part 2, Sheet 1 of the Description, being numbered the same number as the Unit with the prefix letter "P".

b) the Owner(s) of Residential Units 31, 32, 39 to 44 inclusive on Level 2, Units 2, 3, 4, 22, 23 and 24, on Level 3, Units 2, 3, 4, 22, 23, 24, 28, 29, 30, 31, 32 and 35 to 50 inclusive on Level 4, Units 2, 3, 4, 17, 18, 19 and 23 to 27 inclusive and 30 on Level 5, Units 2, 3, 4, 15 and 16 on Level 6, Units 2, 3, 4 and 13 on Level 7, Units 2, 3, 4, 11, 12 and 13 on Level 8, shall each have the exclusive use of a balcony or balconies to which said Units provide direct and sole access, the said balconies being illustrated in light outline on Part 1, Sheets 2 and 3 of the Description.

c) the Owner(s) of Residential Units 36 to 50 inclusive on Level 4 shall each have the exclusive use of a roof deck to which said Units provide direct and sole access, the said decks being illustrated in light outline on Part 1, Sheet 3 of the Description.

d) the Owner(s) of Residential Units 28, 29, 30, 31, 32 and 35 on Level 3, Units 5 to 11 inclusive on Level 5, Units 4, 5, 16, 17, 19, 20 and 22 on Level 6 and Units 17, 18 and 19 on Level 7, Units 13 and 14 on Level 8 and Units 1, 2 and 3 on Level 9 shall each have the exclusive use of a terrace or terraces to which said Units provide direct and sole access, the said terraces being illustrated in light outline on Part 1, Sheets 2 and 3 of the Description.

e) the Owner(s) of Residential Units 11 and 12 on Level 8, shall each have the exclusive use of loggias, to which said Units provide direct and sole access, the said loggias being illustrated in light outline on Part 1, Sheet 3 of the Description.

SCHEDULE "G"

CERTIFICATE OF ARCHITECT OR ENGINEER
(under clause 8(1)(e) of the *Condominium Act, 1998)*

I certify that:

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

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

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

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

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

5. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.

6. All installations with respect to the provision of water and sewage services are in place.

7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.

8. All installations with respect to the provision of air conditioning are in place.

9. All installations with respect to the provision of electricity are in place.

10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this 25 day of July, 2003.

Name: SANDRO ZANINI
Title: Architect or Engineer

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