

OFFICE SCHEDULE

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CERTIFICATE OF RECEIPT
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AUG 25 2008 16:18
PEEL
(43)
BRAMPTON
Land Registrar
Registrateur

DECLARATION CONDOMINIUM ACT, 1998

(Insert Office Name) CONDOMINIUM PLAN NO. 834

NEW PROPERTY IDENTIFIER'S BLOCK 19834

RECENTLY : 13141-0261

DECLARANT : Daniels CCW Corporation

SOLICITOR : Brian Finer @ Bratty + Partners

ADDRESS:

7501 Keele St. Ste 200

Vaughan, ON L4K 1Y2

PHONE: 1-905-760-2600 (Ext 236) (Rev 209) FAX: 1-905-760-2900

No. OF UNITS

1205

FEES : \$70.00 + (\$5.00 x (number of unit) = 6095.00

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

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

DANIELS CCW CORPORATION
(hereinafter called the "Declarant")

WHEREAS the Declarant is the Owner in fee simple of certain lands and premises situate in the City of Mississauga, and being more particularly described in Schedule "A" annexed hereto (herein and hereinafter defined and referred to as the "Lands", or "Property") and in the description submitted herewith by the Declarant for registration in accordance with Section 8 of the Act (hereinafter called the "description");

AND WHEREAS the registration of the Declaration and the description will create a freehold condominium corporation that is a standard condominium corporation as defined by the Act;

AND WHEREAS the Declarant has constructed a multi-unit high-rise residential building upon the said lands containing 404 residential dwelling Units, 405 parking Units, 393 storage Units, 1 guest Unit, 1 resident service director Unit and 1 commercial Unit (herein and hereinafter defined as the "Building");

AND WHEREAS the Declarant intends that the said lands, together with the said buildings constructed thereon, shall be governed by the Act;

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART ONE - INTRODUCTION

SECTION 1 - Definitions

The terms used in the Declaration shall have the meanings ascribed to them in the Act unless the Declaration specifies otherwise or unless the context otherwise requires, and in particular:

- (a) "Adjacent Corporations" means the condominium corporations created or intended to be created by the Declarant as two (2) separate condominium corporations upon the registration under the Act of condominium plans upon part of Lot 18, Concession 2, North of Dundas Street, designated as Parts 4, 5 and 6 on Reference Plan No. 43R-31629 (the "Adjacent Lands").

It is understood that for the purposes of reference herein, the Corporation and the Adjacent Corporations are hereinafter collectively referred to as the "Three Corporations", and the condominium plans to be created on the Lands and the Adjacent Lands are sometimes collectively referred to as the "Three Condominiums";

- (b) "Common Elements" means all the property, except the Units;
- (c) "Common Interest" means the interest in the common elements appurtenant to a Unit;
- (d) "Corporation" means the corporation created upon the registration of the Declaration and description on the Lands;
- (e) "Limiting Distance Agreement - Park 471" means the agreement made between the Declarant and the City of Mississauga registered as Instrument No. PR1417273;

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- (f) "Limiting Distance Agreement - Pedestrian Mews" means the agreement made between the Declarant and the City of Mississauga registered as Instrument No PR1417452;
- (g) "Owner" means a person or persons who own a freehold interest(s) in a Unit and its appurtenant common interest, but does not include a mortgagee unless in possession;
- (h) "Pedestrian Mews" means the public walkway constructed or to be constructed on part of the Lands and the Adjacent Lands, being Part of Lot 18, Concession 2, North of Dundas Street, designated as Parts 3 and 4 on Reference Plan 43R-31629;
- (i) "Pedestrian Mews Cost Sharing Agreement" means the agreement made between the Declarant, the Corporation and the Adjacent Corporations relating to the sharing of costs of the Pedestrian Mews;
- (j) "Pedestrian Mews Easement" means the easement in favour of the City registered as Instrument No. PR1371920;
- (k) "Recreational Facilities" means the portion of the common elements designated as such by the board from time to time. The recreational facilities include, inter alia, a swimming pool, a hot tub, change rooms, a fitness room, a virtual golf room, Club 38 Lounge and a residence lounge ;
- (l) "Rules" means rules passed by the Board of Directors (hereinafter called the "board") of the corporation and becoming effective pursuant to Section 58 of the Act;
- (m) "Schedule G - Special Provisions" means Schedule G of the Development Agreement dated November 9, 2005, as amended, registered as Instrument No. PR983514;
- (n) "Unit" means a part or parts of the Property 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 the description. For greater certainty, the definition of "Unit" relating to the duties to repair and maintain under Sections 89, 90 and 91 of the Act and pursuant to this Declaration shall extend to all improvements made by the Declarant in accordance with its architectural and structural plans, notwithstanding that some of such improvements may be made after registration of the Declaration.

SECTION 2 - Statement of Intention

The Declarant intends that the lands described in Schedule "A" and in the description, together with all interests appurtenant to the said lands (herein collectively referred to as the "lands") be governed by the Act, and any amendments thereto.

SECTION 3 - Standard Condominium

The registration of this Declaration and description will create a freehold condominium corporation that is a standard condominium corporation as defined by the Act.

SECTION 4 - Consent of Encumbrancers

The consent of every person having a registered mortgage against the lands is contained in Schedule "B" annexed hereto.

SECTION 5 - Boundaries of Units and Monuments

The monuments controlling the extent of the Units are the physical surfaces mentioned in the boundaries of the Units set forth in Schedule "C" annexed hereto.

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

Each residential dwelling Unit, resident service director Unit, guest Unit, and commercial Unit shall include all pipes, wires, cables, conduits, ducts and branch piping extending to, but not including, the common pipe risers, as well as all mechanical, electrical, cooling, heating and plumbing equipment or fixtures that provides services to that particular unit only as well as any stair assemblies used exclusively by a particular Unit to provide access between floors.

Each residential dwelling Unit, resident service director Unit, guest Unit and commercial Unit shall exclude all pipes, wires, cables, conduits, ducts, flues as well as any fire hose cabinets and appurtenant equipment, fire alarms, security or sprinkler systems, all masonry partitions or load bearing walls or columns that lie within the boundaries of any particular Unit as hereinbefore set out that supply service or support to another unit(s) or the common element.

Each parking 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 parking Unit.

Each storage 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 within any such storage Unit.

SECTION 6 - Common Interest and Common Expenses Allocation

Each Owner shall have an undivided interest in the common elements as a tenant in common with all other Owners and shall contribute to the common expenses in the proportions 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 (100%) per cent.

SECTION 7 - Exclusive Use Common Elements and Visitors' Parking Spaces

- (a) Subject to the provisions of the Act, the Declaration, by-laws and rules, the Owner of each residential dwelling Unit and the resident service director Unit shall have the exclusive use of those parts of the common elements as set forth in Schedule "F" attached hereto, it being understood that the exclusive use being enjoyed by such Unit Owners entitled to same may be regulated or affected by any by-laws or rules of the Corporation.
- (b) The Declarant and any entity related, associated or affiliated thereto (the "Related Company"), their sales staff, their construction personnel, their authorized personnel or agents, and any prospective purchasers shall together have the right to use visitors' parking spaces located within the property, if any, such parking spaces (i.e. location and numbers) to be designated by the Declarant in its sole discretion, which right shall cease forthwith upon the later of (i) the sale of all Units owned by the Declarant in the Building and any other units in any building in the vicinity thereof owned by the Declarant or the Related Company (the "Other Units"); (ii) the date by which the Declarant no longer requires any residential dwelling Unit utilized for the purposes of a construction site/service office, and (iii) the date on which the Declarant has fulfilled all of its obligations under development/site plan agreement and/or the Ontario New Home Warranties Plan Act with respect to all of the units and common elements of the Corporation.

SECTION 8 - Mailing Address and Address for Service

The address for service and mailing address of the Corporation shall be:

20 Queen Street West
Suite 3400
Toronto, Ontario
M5H 3R3

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

SECTION 9 - Architect/Engineer Certificates

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

SECTION 10 - Conditions of the Approval Authority

There are no conditions imposed by any approval authority that are to be included in this Declaration or the description, other than any easements contained in the description annexed hereto as Schedule "A".

PART TWO - SPECIFICATION OF COMMON EXPENSES

SECTION 11 - Meaning of Common Expenses

Common expenses shall be the expenses of the performance of the objects and duties of the Corporation and, without limiting the generality of the foregoing, such other costs, expenses and sums of money designated as common expenses in the Act, or in this Declaration, or as are listed in Schedule "E" attached hereto.

SECTION 12 - Payment of Common Expenses

Each Owner shall pay to the Corporation his proportionate share of the common expenses, and the assessment and collection of the contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any rules and by-laws of the Corporation in force from time to time by any Owner, or by members of his family and/or their respective tenants, invitees or licensees, shall be borne and paid for by such Owner, and may be recovered by the Corporation against such Owner in the same manner as common expenses.

SECTION 13 - Reserve Fund

- (a) The Corporation shall establish and maintain one or more reserve funds in respect of the common elements and assets 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/or replacement of common elements and assets of the Corporation, all in accordance with the provisions of the Act.
- (b) No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation.
- (c) In accordance with section 94 of the Act, the Corporation shall conduct periodic studies to determine whether the amount of money in the reserve fund and the amount of contributions collected by the Corporation are adequate to provide for the expected costs of major repair and replacement of the common elements and assets of the Corporation.

SECTION 14 - Certificate of Common Expenses

The Corporation shall, upon request, provide the requesting party with a status certificate and accompanying statements and information in accordance with Section 76 of the Act. The Corporation may charge the maximum prescribed fee for providing the status certificate. Notwithstanding the foregoing, the Corporation shall forthwith provide the Declarant with a certificate and all such accompanying statements and information, as may be requested from time to time by or on behalf of the Declarant in connection with a sale or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

PART THREE - OCCUPATION AND USE OF COMMON ELEMENTS

SECTION 15 - General Use

- (a) Each Owner may make reasonable use of and has the right to occupy and enjoy the whole or any part of the common elements, and each Owner has the right to make reasonable use of, and has the right to enjoy any exclusive use common element area which has been designated to his Unit in Schedule "F", subject to any conditions or restrictions set out in the Act, the Declaration, the Corporation's by-laws (herein called the "by-laws"), and the rules, easements and rights registered against the property. However, no condition shall be permitted to exist and no activity shall be carried on in the common elements that is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other Owners of the common elements and the other Units, that results in the cancellation or threatened cancellation of any policy of insurance referred to in the Declaration, or that will lead to a contravention of any covenant, term or condition contained in any easements and rights registered against the property.
- (b) No Owner shall make any installation or any change or alteration to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintaining those parts of the common elements which he has a duty to maintain, without obtaining the written approval of the Corporation in accordance with the Act, unless otherwise provided for in this Declaration.
- (c) The use of barbecues is not permitted in any exclusive use common element area.
- (d) No Owner shall cause anything to be displayed or hung on the exterior of any walls of the common elements, including but not limited to, awnings and/or shutters, and nor shall any Owner grow any type of plant, shrubbery, flower, vine or grass on any common elements of which he has exclusive use without the prior written consent of the board.
- (e) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and notwithstanding any rules or by-laws of the Corporation to the contrary, the Declarant and any Related Company shall be entitled to erect and maintain signs for marketing/sale purposes upon the common elements, and within or outside any unsold residential dwelling Units, pursuant to the Declarant's ongoing marketing program in respect of the Units or any Other Units at such locations and having such dimensions as the Declarant may determine in its sole discretion provided same complies with municipal requirements. In addition, the Declarant and the Related Company, their sales staff, their authorized personnel or agents, and any prospective purchasers will together have the right to use visitors' parking spaces located within the property, if any, such spaces (i.e., the location and number of spaces) to be designated by the Declarant in its sole discretion, and which right will cease forthwith upon the later of the sale of all Units owned by the Declarant in the Building and any Other Units.
- (f) No pet, animal, livestock or fowl of any kind shall be kept on any part of the common elements or exclusive use common element areas.

SECTION 16 - Restricted Access

Without the consent in writing of the board, no Owner shall have any right of access to those parts of the common elements used from time to time as a utilities area, building maintenance or storage area, manager's office, an area for operating machinery, or any mechanical or servicing system servicing the Corporation nor shall he have access to any other parts of the common elements used for the care, maintenance or operation of the Property or any part of the Property.

SECTION 17 - Modification of Common Elements and Assets

- (a) The Corporation may, by a vote of Owners who own at least sixty six and two thirds (66 2/3%) per cent of the residential dwelling Units, make any substantial addition,

alteration or improvements to or renovation of the common elements, or may make any substantial change in the assets of the Corporation or a substantial change in a service that the Corporation provides.

- (b) Where the Corporation has sent a notice to the Owners in accordance with section 97(3) of the Act, and the Owners have either not requisitioned a meeting in accordance with section 46 of the Act or the Owners have requisitioned a meeting in accordance with section 46 of the Act but have not voted against the proposed addition, alteration, improvement or change at the meeting, the Corporation may make any other addition, alteration or improvement to or renovation of the common elements, or may make any other change to the assets of the Corporation or any change in a service that the Corporation provides.
- (c) For the purposes of this section, any addition, alteration, improvement or change is substantial if it meets the prescribed meaning of substantial change as set out in section 97(6) of the Act or the Board of Directors elects to treat it as substantial.
- (d) For the purposes of this Declaration, and for the purposes of relating and managing the affairs of this Corporation, and the Corporation's compliance with any provisions of the Act, any change or alteration effected pursuant to an obligation imposed upon the Corporation shall not be considered an addition, alteration, improvement to or renovation of the common elements of the Corporation.
- (e) A copy of the complete set of "as-built" architectural and structural plans and specifications for the building(s) situate on the Property, 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 may require the prior written consent of the board, shall be maintained in the office of the Corporation at all times, or at such other place as the board shall from time to time determine by resolution, for the use of the Corporation in rebuilding or repairing any damage to the building(s), and/or the use of any Owner or mortgagee.

SECTION 18 - Pedestrian Mews

- (a) The portion of the Pedestrian Mews located on the Property, being Part 3 on Reference Plan 43-31629 shall form part of the common elements of the Corporation.
- (b) The rights of use and access along with the obligations of maintenance and repair shall be governed by the Pedestrian Mews Cost Sharing Agreement, which provides, inter alia, for:
 - (i) the right of the occupants of the Three Condominiums to use and enjoy the Pedestrian Mews together with members of the public;
 - (ii) the sharing of the costs of maintenance, repair and replacement among the Three Corporations; and
 - (iii) the management, control and collection of expenses related thereto.
- (c) The Corporation's share of the costs relating to the Pedestrian Mews shall be included in the Corporation's budget and shall form part of the common expenses.
- (d) The Corporation shall comply with all of the terms of the Pedestrian Mews Cost Sharing Agreement, shall cause all of the Owners, tenants, invitees and licensees of the Condominium to comply with same, and no provision contained in the by-laws or rules of this Corporation shall restrict the access to the Pedestrian Mews provided to the Unit owners and occupants of the Three Condominiums pursuant to the provisions of this Declaration.
- (e) The Corporation shall comply with all terms of the Pedestrian Mews Easement.

**PART FOUR - OWNERSHIP OF PARKING UNITS
AND STORAGE UNITS**

SECTION 19 - Restrictions on Disposition of Parking Units and Storage Units

Any parking Unit and/or storage Unit, may at any time be sold, leased, transferred or otherwise conveyed, either separately or in combination with other Units, provided that:

- (a) any such sale, transfer or other conveyance is made only to the Declarant, or to any residential dwelling Unit Owner in the Building, and with respect to any lease, such lease is made only to the Declarant, to the Corporation, or to any Owner or tenant of a residential dwelling Unit or a commercial Unit in the Building;
- (b) the term of any lease of any parking and/or storage Unit to a tenant of a residential dwelling Unit or a commercial Unit shall not extend beyond the term of the tenancy of such Unit granted to such tenant;
- (c) every lease in respect of any parking and/or storage Unit shall provide that where the lessee thereof is also an Owner of a residential dwelling Unit or a commercial Unit and such lessee is deprived of ownership or possession of his residential dwelling Unit or commercial Unit, such lease shall revert to the lessor of such parking and/or storage Unit. It shall also provide that where the lessee of such parking and/or storage Unit is also an Owner of a residential dwelling Unit or a commercial Unit, upon a sale, transfer or conveyance of such Owner's residential dwelling Unit or commercial Unit, the leasehold interest in such parking and/or storage Unit must be assigned or transferred to the new Owner or transferee of such residential dwelling Unit or commercial Unit or else must revert to the lessor of such parking and/or storage Unit, as the case may be; and
- (d) the Owner of a commercial Unit is limited to the ownership of 1 parking Unit.

PART FIVE - OCCUPATION AND USE OF UNITS

SECTION 20 - General Use

- (a) No Unit shall be occupied or used by any one in such a manner as is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other Owners of the common elements and the other Units or that may result in the cancellation or threat of cancellation of any policy of insurance referred to in the Declaration or in such a manner as to lead to a breach by any Owner or by the Corporation of any easements or rights registered against the property. In the event the use made by any Owner of his Unit results in any premiums of any insurance policy insuring the interest of the Corporation being increased or cancelled, such Owner shall be liable to pay to the Corporation all of such increase in premiums payable as a result thereof, or shall be liable to pay to the Corporation all other costs or expenses it incurs as a result thereof.
- (b) The Owner of each Unit shall comply, and shall require all residents, tenants, invitees and licensees of his Unit to comply with the Act, the Declaration, rights and easements registered against the property, the by-laws and the rules.
- (c) No Owner shall make any structural change or structural alteration in or to any Unit, without the prior written consent of the board and any architect and/or engineer appointed by the board to review such changes or alterations, in this regard, the Owner shall be responsible for all of the costs charged by such architect and/or engineer. The provisions of subparagraphs (d)(i) to (vi) of this Section shall apply to any change or alteration pursuant to this subparagraph (c). In addition, following completion of any change as aforesaid, the Owner shall provide the board with a copy of the "as built" architectural drawings stamped by the Owner's architect with respect to such Unit(s).

- (d) If an Owner owns two residential dwelling Units on the same level which share a common demising wall, such Owner shall be entitled to join the two Units to create one living area if the following conditions are satisfied:
- (i) the Owner at his sole expense makes application for and obtains all permits and approvals required under any zoning laws, regulations and requirements;
 - (ii) the Owner receives the prior written consent from the board and any architect and/or engineer appointed by the board to review such changes, and in this regard, the Owner shall be responsible for all of the costs charged by such architect and/or engineer;
 - (iii) the Owner completes all work required at his sole expense by a contractor that is satisfactory to the Corporation and in a good and workmanlike manner;
 - (iv) prior to commencement of any work by a contractor, the Owner shall provide the board with a certificate of insurance from each contractor providing that such contractor has placed such insurance as may be reasonably required by the board;
 - (v) the Owner agrees that the Corporation, or its representatives or agents will have unrestricted access to the Units to inspect the work being conducted until such time as the work is complete as determined by the Corporation or its representatives or agents; and
 - (vi) in the event that the Corporation has given the Owner notice that the work being conducted on the Units is not satisfactory to the Corporation and the Owner does not correct same forthwith, the Corporation may enter and complete the work. All expenses incurred by the Corporation shall be paid by the Owner on demand and failing payment, shall form a charge against the Unit(s) and in addition, may be collected in the same manner as common expenses.
- If an Owner wishes restore the Units that were combined to create one living area back to two separate individual Units then, the provisions of this subparagraph (d) shall apply to such restoration, mutatis mutandis.
- (e) 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 the exclusive use portions of the common elements other than those that are required in order for the owner to maintain the unit or the exclusive use portions of the common elements pursuant to this Declaration without the prior written consent of the board, which consent may be arbitrarily withheld and subject to any conditions as the board may deem relevant.
 - (f) No exterior aerial, antenna or satellite dish shall be placed on the Property, including Units and common elements. This restriction shall not apply to any systems installed or caused to be installed by the Declarant, the owner of the Communications Unit and/or by the Corporation or any of its authorized cable/satellite or television service providers or any other communication provider.
 - (g) No animal, livestock or fowl of any kind other than those pets defined as being the following: not more than two (2) dogs or cats or a combination of one of each and/or not more than two (2) canaries, budgies or other small birds; or an aquarium or goldfish or tropical fish; or one (1) small caged animal usually considered to be a pet shall be kept or allowed in any unit. No animal, which is deemed by the board of directors or the property manager, in their absolute discretion, to be a nuisance shall be kept by any owner or tenant in any unit. Such owner or tenant shall within two weeks of receipt of written notice from the board or the property manager 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, and no breeding of animals for sale shall be carried on, in or around any unit.

SECTION 21 - Use of Residential Dwelling Units

Units 1, 2, 3 and 5 to 15, inclusive, Level 1

Units 1 to 6, inclusive and Units 9 to 12, inclusive, Level 2

Units 1 to 12, inclusive, Level 3

Units 1 to 14, inclusive, Levels 4, 5, 6 and 7

Units 1 to 11, inclusive, Levels 8 to 31, inclusive

Units 1 to 8, inclusive, Levels 32, 33, 34, 35, 36 and 37

- (a) Each residential dwelling Unit shall be occupied and used only as a private single family residence in accordance with the by-laws and rules of the Corporation and any other requirement of the municipality and other authority having jurisdiction.
- (b) Notwithstanding anything contained in this Declaration or in any by-laws or rules hereafter passed or enacted to the contrary, the Owner of a residential dwelling Unit shall, in addition to his proportionate share of the common expenses, pay and be solely responsible for the cost of maintaining and repairing all mechanical, electrical, heating, cooling, refrigeration and plumbing equipment, fixtures and systems (including air handler and condenser), and all appurtenances thereto, which provide power or any other service exclusively to his Unit (regardless of whether such equipment, fixtures and systems lie within or beyond the boundaries of such Unit, as monumented in Schedule "C" of this Declaration).
- (c) No Owner shall cause anything to be affixed, attached to, hung, displayed or placed on the inside of any window other than drapes, blinds or shutters specifically designed for the window. In addition, such window coverings shall appear white or off-white from the exterior of the building. Without limiting the generality of the foregoing flags, banner, sheets, slogans, foil, wood, plastic, metal painted or unpainted, shall not be affixed, attached to, hung, displayed or placed in any manner in any window. Christmas lights and decorations are permitted between December 1st and January 15th provided that the quantity and type of same are approved by the board.
- (d) No Owner shall cause anything to be displayed or hung on the exterior of any walls, including but not limited to, awnings and/or shutters, and nor shall any Owner grow any type of plant, shrubbery, flower, vine or grass outside his unit without the prior written consent of the board.
- (e) Each residential dwelling Unit shall include all pipes, wires, cables, conduits, ducts, mechanical or similar apparatus, including the complete 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 unit only. Notwithstanding the foregoing, the Corporation shall be responsible to replace the vertical fan coil filter in accordance with the budget of the Corporation.
- (f) In order to reduce or eliminate the penetration of sound from one unit to another unit, not less than seventy five percent (75%) of the floor area of each room in each residential dwelling unit (with the exception of the kitchen, the bathroom and the entrance foyer areas) shall be covered by broadloom or by an area rug with suitable underpadding. Any owner who wishes to install hardwood or tile flooring in areas other than the kitchen, entrance foyer and bathroom must install noise attenuation materials below the hardwood and tile flooring and lay carpeting on at least seventy five percent (75%) of the hardwood and tile flooring.
- (g) The Building includes noise attenuation features normal or customary as at the date hereof for condominium buildings of comparable quality. However, each owner and occupant of a residential dwelling unit shall be deemed to have acknowledged that due to the potential for noise emanating or stemming from the use of refuse chutes, elevators, mechanical equipment in the Building, the recreational amenities or

common areas, or the units generally, noise levels may occasionally interfere with some of the indoor activities of the occupants of the Building.

SECTION 22 - Use of Parking Units

Units 1 to 112, inclusive, Level A
Units 1 to 142, inclusive, Level B
Units 1 to 151, inclusive, Level C

- (a) Each parking Unit shall be used and occupied only for motor vehicle parking purposes, and for any additional use or purpose provided for by the rules and by-laws of the Corporation and without restricting any wider definition of motor vehicle as may be imposed by the board, "motor vehicle" shall be deemed to include a motorcycle, private passenger automobile, station wagon, light duty van or light duty pick-up or sports utility truck in good working order and repair and which does not leak any fluids. The Owner of each parking Unit shall maintain such Unit in a clean and slightly condition and shall remove any oil stains thereon. The Corporation may make provision in its annual budget for and/or may arrange for the cleaning of the parking Units in their totality or in groups of Units. Notwithstanding anything hereinbefore described, certain parking Units (being Units 22, 49, 50, 73, 75, 84 and 85, Level A, Units 1, 39, 65, 66, 67, 95, 96, 97, 98, 99, 102, 103, 104 and 105, Level B and Units 1, 39, 73, 74, 102, 103, 104, 105, 106, 109, 110, 111 and 112, Level C) have an area attached thereto for storage purposes. The use of such portions of the parking Unit shall be governed by Section 23 of this declaration.
- (b) Unit 81, Level A, Unit 101, Level B and Unit 108, Level C, are designated as handicapped parking spaces in such number and in such locations as the applicable governmental authority designates.
- (c) At any time that a handicapped or disabled driver, as defined pursuant to the provisions of the Highway Traffic Act R.S.O. 1990 c.H.8, purchases or leases a parking unit which is not designated as handicapped, and provides notice to the Corporation in writing requesting the use of a handicapped parking unit, the user or any person occupying a handicapped parking unit, provided that user is not handicapped, shall upon notice from the Corporation exchange with the handicapped person the right to occupy the handicapped parking unit with the parking unit that the handicapped person had the right to occupy.
- (d) Such exchange of right to uses shall continue until the earlier of (i) the handicapped person ceases to be handicapped; or (ii) the handicapped person ceases to have the right to occupy a parking unit.
- (e) No rent, fees, charges or costs whatsoever shall be charged by the owner, occupant or the Corporation in connection with above noted procedure related to the exchange of such Units.

SECTION 23 - Use of Storage Units

Units 13 to 19, inclusive, Level 3
Units 113 to 219, inclusive, Level A
Units 143 to 282, inclusive, Level B
Units 152 to 290, inclusive, Level C

Each storage Unit shall be used and occupied for storage purposes only which shall not constitute a nuisance or danger to the other Unit Owners, the Units nor to the common elements. The board may, from time to time, restrict the categories of items that may be stored or used in such storage Units.

SECTION 24 - Use of Guest Unit

Unit 7 on Level 2

The guest Unit shall be used to provide overnight accommodation for the guests of the owners and tenants of the residential dwelling units. A service/cleaning charge will be paid in advance for each night of occupancy.

The Corporation shall purchase the guest Unit from the Declarant for a purchase price of \$120,000.00 inclusive of the Goods and Services Tax. The purchase price shall be paid by the Corporation by either delivering to the Declarant, or to any party directed by the declarant, a mortgage back or giving a mortgage arranged by the Declarant to an institutional lender or assuming an institutional mortgage in the amount of the purchase price. The transfer of title to the guest Unit shall take place within 120 days of the registration of this Declaration, which date shall be designated by the Declarant. The Corporation and the Declarant shall undertake to each other to readjust for realty taxes if and when assessed against the guest Unit, with the Declarant being responsible up to but not including the transfer date. The Corporation shall accept title to the guest Unit subject to such interests, instruments, etc. as are provided for in the agreement of purchase and sale pursuant to which the purchasers have purchased their residential dwelling Units from the declarant.

The aforesaid mortgage in fulfillment of the purchase price of the guest Unit shall be registered on title to the guest Unit and shall be repayable on the following terms and conditions:

- (a) interest shall be at a rate equal to approximately 4% over the Government of Canada Bond Yield payable commencing one month following the date of registration of the Corporation;
- (a) the term and amortization period with respect to the payment of the principal shall be between 10 and 25 years and the principal and interest shall be repaid in monthly instalments of blended principal and interest in accordance with such period; and
- (b) the mortgage shall be closed for the entire term.

The Corporation shall be responsible for all costs relating to the mortgage, including without limitation, any engagement fee, commitment fee and the legal fees relating thereto. All other expenses of ownership and duties of maintenance, including but not limited to realty taxes and common expenses, relating to the guest Unit shall also be borne by the Corporation.

SECTION 25 - Use of Resident service director Unit

Unit 8 on Level 2

The resident service director Unit shall be used for the purposes of a residence for an on-site building ambassador to service the Corporation.

The Corporation shall purchase the resident service director Unit from the Declarant for a purchase price of \$260,000.00 inclusive of the Goods and Services Tax. The purchase price shall be paid by the Corporation by either delivering to the Declarant, or to any party directed by the Declarant, a mortgage back or giving a mortgage arranged by the Declarant to a lender or assume a mortgage in the amount of the purchase price. The transfer of title to the resident service director Unit shall take place within 120 days of the registration of this Declaration, which date shall be designated by the Declarant. The Corporation and the Declarant shall undertake to each other to readjust for realty taxes if and when assessed against the resident service director Unit, with the Declarant being responsible up to but not including the transfer date. The Corporation shall accept title to the resident service director Unit subject to such interests, instruments, etc. as are provided for in the agreement of purchase and sale pursuant to which the purchasers have purchased their residential dwelling units from the declarant.

The aforesaid mortgage in fulfillment of the purchase price of the resident service director Unit shall be registered on title to the resident service director Unit and shall be repayable on the following terms and conditions:

- (a) interest shall be at a rate equal to approximately 4% over the Government of Canada Bond Yield payable commencing one month following the date of registration of the Corporation;
- (b) the term and amortization period with respect to the payment of the principal shall be between 10 and 25 years and the principal and interest shall be repaid in monthly instalments of blended principal and interest in accordance with such period; and

- (c) the mortgage shall be closed for the entire term.

The Corporation shall be responsible for all costs relating to the Mortgage, including without limitation, any engagement fee, commitment fee and the legal fees relating thereto. All other expenses of ownership and duties of maintenance, including but not limited to realty taxes and common expenses, relating to the resident service director Unit shall also be borne by the Corporation.

SECTION 26 -Use of Commercial Unit

Unit 4 on Level 1.

- (a) The occupation and use of a commercial Unit shall be in accordance with the following restrictions and stipulations:
- (i) The commercial Unit shall be used and occupied only for retail purposes in conformity with all applicable zoning and building by-laws and regulations of the City of Mississauga, and in conformity with the by-laws, rules and regulations of any other governmental authority or agency having jurisdiction (all of the foregoing being hereinafter collectively referred to as the "Applicable Zoning By-laws").
 - (ii) The owner of the commercial Unit or any tenant thereof shall be entitled to erect and maintain signs or other advertising materials within or affixed to the exterior of the walls, windows and doors enclosing his unit, provided that same are erected or otherwise maintained in strict conformity with the provisions of the Applicable Zoning By-laws and subject to the consent of the board, which consent shall not be unreasonably withheld. Any signage may be illuminated.
 - (iii) The owner of the commercial Unit or any tenant thereof agrees to keep said Unit free from pests of all types and that such Unit may be inspected by the Corporation or its manager, agents, employees and servants, from time to time, to ensure that such Unit is free from pests. In the event that such pests are not removed when requested by the Corporation, the Corporation may arrange for removal of same and charge the commercial Unit owner for expenses incurred, which may be collected in the same manner as common expenses. Any cost incurred by the Corporation for the removal of such pests from elsewhere on the Property in the event that pests escape from the commercial Unit, shall also be paid for by the commercial Unit owner and collect in the same manner as common expenses.

Notwithstanding any provision in this Declaration or in any by-laws or rules hereafter passed or enacted to the contrary, the owner of the commercial Unit shall be entitled to alter and replace the existing floor coverings, wall coverings and ceiling coverings, if any, as well as any lighting fixtures and other finishings installed in such unit, and to affix any necessary mechanical or electrical systems servicing such unit to the ceiling slab of such unit and shall also be entitled to alter the configuration of, or remove, any non-load bearing interior partition wall(s) within such unit, all without having to obtain the consent of the board of directors thereto, provided that:

- (iv) any interior partition wall intended to be altered or removed is not a load-bearing wall, and contains no conduits, pipes, wires, cables and/or mechanical equipment or apparatus that provide power or service to any portion of the common elements or to any other unit;
- (v) that copies of all plans and specifications prepared by a certified architect or engineer are first delivered to the board showing, in complete detail, the proposed removal or alteration work, and confirming that such work will not affect or interfere with any such conduits, pipes, wires, cables and/or mechanical equipment or apparatus;

- (vi) that the commercial Unit Owner, in effecting such alteration or removal, complies with all provisions of the Applicable Zoning By-laws and building codes;
 - (vii) that adequate measures are taken by such Owner so that any noise, vibration or interference caused to any of the other unit Owners and arising from the said alteration or removal work, is minimized to the greatest possible extent; and
 - (viii) that any resurrection or reconstruction of the said interior partition wall complies with all provisions of the Applicable Zoning By-laws and building codes.
- (b) Any non-structural alteration work as described or contemplated in the preceding paragraph, which does however affect or interfere with any conduits, wires, cables and/or mechanical equipment or apparatus that supply power or any other service to any portion of the common elements or to any other Unit shall only be commenced or effected with the prior written consent of the board, and in full compliance with all provisions or conditions imposed by the board in connection therewith, including without limitation, the following:
- (i) that copies of all plans and specifications are first delivered to the board from a certified architect or engineer showing, in complete detail, the proposed removal or alteration work, and illustrating, in sufficient detail, the manner in which any servicing equipment, apparatus or systems, and any other unit(s), and/or any portion of the common elements, may be effected thereby;
 - (ii) that the commercial Unit Owner, in effecting such removal or alteration, complies with all provisions of the Applicable Zoning By-laws and building codes;
 - (iii) that the board, acting reasonably, is satisfied that such removal or alteration work does not, and will not, unduly affect the structural integrity of any Unit or the common elements, or adversely interfere with the plumbing, heating, electrical or mechanical fixtures, equipment or systems servicing other Units or the common elements (and in this regard, the board may require the payment of a cash deposit or the posting of a letter of credit or other sufficient and satisfactory security, in order to secure any of the obligations or matters described in this subparagraph);
 - (iv) that adequate measures are taken so that any noise, vibration or interference caused to any of the other Owners arising from the said removal or alteration work, is minimized to the greatest possible extent; and
 - (v) that such Owner seeking to effect such removal or alteration work, agrees in writing to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims and/or liabilities which the Corporation may suffer or incur as a result of or in connection with, such removal or alteration work, and further agrees to provide and execute such further assurances as the board may reasonably require in connection therewith.
- (c) Notwithstanding anything contained in this Declaration or in any by-laws or rules hereafter passed or enacted to the contrary, the Owner of the commercial Unit shall pay and be solely responsible for the following:
- (i) the cost of all water, gas and hydro electrical consumption and heating and air conditioning service to his Unit that is separately metered for such unit;
 - (ii) the cost of maintaining and repairing all windows and doors contained within his Unit and all other glass, plastic or other materials enclosing said Unit or contained therein, including without limitation the cost of cleaning and replacing, when necessary, all plate glass windows and doors in and to his Unit;

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- (iii) the cost of maintaining and repairing all mechanical, electrical, heating, cooling, refrigeration and plumbing equipment, fixtures and systems, and all appurtenances thereto, which provide power or any other service exclusively to his Unit (regardless of whether such equipment, fixtures and systems lie within or beyond the boundaries of such Unit, as monumented in Schedule "C" of this Declaration);
 - (iv) the cost of all plate glass insurance coverage required or desired by such Unit Owner;
 - (v) the cost of the maintenance, repair and replacement of the door connecting any commercial Unit to the lobby area; and
 - (vi) the cost of all waste removal and disposal.
- (d) Notwithstanding any provision in this Declaration or in any by-laws or rules hereafter passed or enacted to the contrary, the owner of the commercial Unit or a tenant thereof shall be entitled, though not required, to lease not more than 3 parking Units (collectively, the "Commercial Parking Units") from the Declarant, the Corporation or an owner of a residential dwelling Unit or a combination thereof, provided however that the Commercial Parking Units may only be used by the owner of the commercial Unit and its tenant and their designated agents and/or employees. Any customers, guests or invitees of the commercial Unit are expressly prohibited from using the Commercial Parking Units or any portion of the common elements except for those common elements utilized for visitor parking in the underground garage of the Building.
- (e) The owner of a commercial Unit or a tenant thereof shall only be entitled to utilize 1 visitor parking space located in the garage of Building as specified by the Declarant as long as the Declarant is the Owner of the commercial Unit, and following the sale of such Unit by the Declarant, as specified by the board.
- (f) Notwithstanding any provision in this Declaration or in any by-laws or rules hereafter passed or enacted to the contrary, the owner of the commercial Unit, its tenant and their designated agents and/or employees shall not be permitted access to any portion of the common elements save and except to gain access to egress from the commercial Unit. The owner of the commercial Unit, its tenant and their designated agents and/or employees shall not be permitted access to any portion of the garage save and except to gain access to and egress from the Commercial Parking Units.
- (g) Notwithstanding any provision in this Declaration or in any by-laws or rules hereafter passed or enacted to the contrary, the owner of the commercial Unit may, in its sole discretion, transfer or lease the Commercial Parking Units to purchasers of the commercial Unit.
- (h) Notwithstanding any provision in this Declaration or in any by-laws or rules hereafter passed or enacted to the contrary, the owner of the commercial Unit may submit one or more applications for minor variance, re-zoning, etc., to the applicable approval authorities in order to change the use of the commercial Unit.
- (i) Provided that the commercial Unit shall include all pipes, wires, cables, conduits, ducts, mechanical or similar apparatus, including the complete 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 it only.

SECTION 27 - Temporary Model Units/Parking Units/Storage Units/Site/Service Office

Several sold or unsold residential dwelling Units within the Building may be used as temporary model/sales Units for sale/marketing purposes, and/or a construction site/service office, and the Declarant and the Related Company, their sales staff and their respective invitees shall be entitled to use the common elements for access to and egress from said model Units and construction site/service office. The Declarant shall be entitled to maintain such model Units and site/service office and any unsold parking and storage units, together with all sales displays and signs, until the later of (i) the sale of all of the Units; and (ii) the date on which the Declarant no longer requires the Unit utilized by it for the purpose of a site/service office.

PART SIX - LEASING OF UNITS

SECTION 28 - Minimum Term of Lease

Any lease or tenancy granted by any owner, or any sublease by any subtenant, of any residential dwelling Unit shall be for a minimum term of 6 months not including any renewals thereof. Any lease or tenancy of any residential dwelling Unit for an initial term of less than 6 months shall be void, and upon notification by the Corporation, such lease shall be terminated by the owner thereof.

SECTION 29 - Notification of Lease

- (a) The Owner of a Unit who leases his residential dwelling Unit or renews a lease of his residential dwelling Unit shall, within 30 days of entering into the lease or the renewal, as the case may be:
 - (i) notify the Corporation that the residential dwelling 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 the form prescribed by section 83 of 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 a residential dwelling Unit is terminated and not renewed, the Owner of the residential dwelling Unit shall notify the Corporation in writing.
- (c) In addition, no Owner other than the Declarant shall lease his residential dwelling Unit unless he first delivers to the Corporation a covenant or agreement signed by the tenant, to the following effect:

"I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the Unit rented by me and the common elements, comply with the Condominium Act, the Declaration, the by-laws, and all rules and of the Corporation, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I were a Unit Owner, except for the payment of common expenses unless otherwise provided by the Condominium Act, and shall execute an agreement as may be required by the service provider of any utility relating to the Unit".

SECTION 30 - Tenant's Liability

If an Owner who has leased a Unit defaults in the Owner's obligation to contribute to the common expenses, the Corporation may, by written notice to the lessee, require the lessee to pay to the Corporation the lesser of the amount of the default and the amount of the rent due under the lease in accordance with section 87 of the Act.

SECTION 31 - Owner's Liability

Any Owner leasing his Unit shall not be relieved thereby from any of his obligations with respect to the Unit, which obligations shall be joint and several with his tenant.

PART SEVEN - MAINTENANCE AND REPAIRS AFTER DAMAGE

SECTION 32 - Maintenance and Repairs to Unit

- (a) Each Owner shall maintain his Unit and, subject to the provisions of this Declaration and section 123 of the Act, each Owner shall repair his Unit after damage, all at his own expense.

- (b) Notwithstanding anything hereinbefore provided to the contrary, each Owner shall be responsible for all damages to any and all other Units and to the common elements, which are caused by the failure of such Owner to so maintain and repair his Unit, save and except for any such damages the cost of repairing which may be recovered under any policy of insurance held by the Corporation.
- (c) The Corporation shall make any repairs that an Owner is obligated to make and that he does not make within a reasonable time after damage occurs, and the Corporation may perform any maintenance that an Owner is obligated to perform and that he does not perform within a reasonable time. In such event, an Owner shall be deemed to have consented to having maintenance and/or repairs done to his Unit by the Corporation. The Owner shall reimburse the Corporation in full for the cost of such maintenance and/or repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such maintenance and/or repairs, and all such costs shall bear interest at the rate of four (4%) per cent per annum above the prime lending rate charged by the Corporation's Bank to its best risk commercial customers, until paid. The Corporation may collect such costs in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such Owner, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and recoverable as such.
- (d) In addition to the requirements of Section 123 of the Act, which are imposed upon the Corporation when the building has been substantially damaged, the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any Unit, notice that substantial damage has occurred to the property, along with notice of any meeting requisitioned by the Owners pursuant to Section 123.

SECTION 33 - Maintenance and Repairs to Common Elements

- (a) Except as otherwise provided herein, the Corporation shall maintain and repair, after damage, the common elements. This duty to maintain and repair shall extend to all doors which provide access to the residential dwelling Units and all windows (except maintenance to the interior surface thereof, and exterior surfaces which are accessible by any balcony or terrace the responsibility for which shall remain with the affected Unit Owner).
- (b) Each Owner enjoying exclusive use of any balcony or terrace shall be solely responsible for maintenance and non-structural repair of such area, subject to the overall direction of the board.
- (c) Every Owner from time to time shall forthwith reimburse the Corporation for repairs to and replacement of windows and doors (including the locks relating thereto) serving his residential dwelling Unit, and for repairs to any part of the common elements caused by his negligence or intentional misconduct or that of the residents, tenants, invitees or licensees of his residential dwelling Unit, or members of his family, to the extent that such costs may not be recovered under any policy of insurance held by the Corporation without inordinately increasing the premium payable for such insurance as determined by the board in its sole discretion.
- (d) Each Owner enjoying exclusive use of any balcony or terrace the exclusive use of which has been designated to such Unit Owner by the Declaration, shall allow access upon the Corporation's request at all reasonable times to the Corporation, or to any of its servants, agents or contractors for the purpose of facilitating any repair or maintenance of the property which is the Corporation's duty to repair or maintain including, without limitation, the washing of the exterior of the windows.

PART EIGHT - INSURANCE

SECTION 34 - Insurance Maintained by the Corporation

- (a) Property Insurance

The Corporation shall obtain and maintain insurance, on its own behalf and on behalf of the Owners, for damage to the Units (except for any improvements made or acquired by the Owners), common elements and personal property owned by the Corporation (excluding furnishings, furniture or other personal property supplied or installed by the Owners) that is caused by major perils as defined in the Act, and insurance against such other perils or events as the board may from time to time deem advisable, in an amount equal to the full replacement cost of such real and personal property, and such Units, without deduction for depreciation. This insurance may be subject to a loss deductible clause, which may vary in respect of the various perils insured against as advised is prudent by the Corporation's insurance advisors or managing agent.

(b) Other Insurance

The Corporation shall obtain and maintain insurance against its liability resulting from a breach of duty as occupier of the common elements, the Pedestrian Mews or land that the Corporation holds as an asset, and insurance against its liability arising from its ownership, use or operation, by or on its behalf, of boilers, machinery, pressure vessels and motor vehicles.

(c) General Provisions re Policies of Insurance

Such policy or policies of insurance will insure the interest of the Corporation and the Owners from time to time, as their respective interests may appear, with mortgage endorsements which shall be subject to the provisions of this Declaration and the insurance trust agreement and shall contain the following provisions:

- (i) proceeds arising from any loss shall be payable to the Insurance Trustee, save and except that when the amount receivable from the Insurer for any loss arising out of any one occurrence is less than fifteen percent (15%) of the replacement cost of the property covered by the policy, the proceeds of such loss shall be payable to the Corporation or other loss payee under the policy and not to the Insurance Trustee, subject to the provisions of this Declaration to the contrary;
- (ii) waivers of subrogation against the Corporation, its managers, agents, employees and servants, and against the Unit Owners and any resident, tenant, invitee or licensee of a Unit, and in any event excluding damage arising out of arson and fraud caused by any one of the above;
- (iii) such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days' written notice sent by registered mail to all parties whose interests appear thereon, and to the Insurance Trustee, and to any first mortgagee who has charges on more than twenty-five (25%) per cent of the residential dwelling Units;
- (iv) waivers of any defence based on co-insurance or of invalidity arising from any act or omission, or breach of a statutory condition, by any insured;
- (v) provision that the same shall be primary insurance in respect to any other insurance carried by the Owner;
- (vi) waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the property is terminated pursuant to the Act, which provision shall not be required to be contained in the Corporation's policy referred to in Section 35(b) above.

SECTION 35 - General Provisions Regarding the Condominium Insurance

- (a) Prior to obtaining any policy or policies of insurance under this Part, save for the Corporation's policy referred to in Section 35(b) above, or any renewal or renewals thereof, or at such other times as the board may deem advisable, and also upon the request of the mortgagee or mortgagees holding mortgages on 50% or more of the residential dwelling Units, the board shall, (unless it is satisfied that its current appraisal of the full replacement cost of the property is sufficient for its purposes)

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 pursuant thereto, and the costs of such appraisals shall be a common expense. No appraisal shall be necessary for the period prior to the turnover meeting required to be held pursuant to the Act, with respect to the initial policy or policies placed by the Declarant.

- (b) Save as set forth herein, the Corporation, its board and its officers, shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation and to give such releases as are required and any claimant, 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) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote, or to consent to matters at meetings of Owners, if the mortgage itself contains such a provision, and shall also be read without prejudice to the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired or replaced.
- (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each Owner and mortgagee who has notified the Corporation of his interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner, and renewal certificates or certified copies of new insurance policies shall be furnished to each mortgagee who has notified the Corporation of his interest in any Unit, no later than ten (10) days before the expiry of any current insurance policy. The master policies for any insurance coverage maintained by the Corporation shall be kept by the Corporation in its offices, available for inspection by an Owner or mortgagee or other insured, or by the Insurance Trustee on reasonable notice to the Corporation.
- (e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by or for the Corporation, or to direct that loss shall be payable in any manner other than as provided in this Declaration.

SECTION 36 - Indemnity Insurance

The Corporation, no earlier than the date of the turnover meeting held pursuant to Section 43 of the Act, shall (and prior thereto may at its option) obtain and maintain insurance for the benefit of directors and officers of the Corporation, in order to indemnify them against any liability, cost, charge or expense (the "liabilities") incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against liabilities incurred as a result of a contravention of Section 37(1) of the Act.

SECTION 37 - Insurance Maintained by the Individual Unit Owners

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 shall be obtained, or any other insurance, if deemed necessary or desirable by any Owner, may be obtained and maintained by such Owner:

- (a) Insurance on any additions or improvements made by an Owner to his residential dwelling Unit, including but not limited to, furnishings, fixtures, equipment, decorating and personal property, chattels and inventory of the Owner contained within his residential dwelling Unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles and for loss of use and occupancy of his residential dwelling Unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees and servants, and against the other Owners and any tenants, invitees or licensees of such other residential dwelling Units, except for any damage arising from vehicle impact, arson and fraud caused or contributed by any of the above.

- (b) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of his Unit, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
- (c) Insurance covering additional living expenses incurred by an Owner if forced to leave his residential dwelling Unit by one of the hazards protected against under the Owner's personal property.
- (d) Insurance covering special assessments levied against an Owner's Unit by the Corporation.

SECTION 38 - Indemnification by Owners

Each Owner shall indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer or incur resulting from or caused by any act or omission of such Owner, or any resident, tenant, invitee or licensee of his residential dwelling Unit, to or with respect to the common elements or to any Unit or any part of the Building, except for any loss, costs, damage, injury or liability insured against by the Corporation or by the Adjacent Corporation or any one of them and for which insurance proceeds are in fact payable. Each Owner shall also indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer by reason of any breach of any rules or by-laws in force from time to time by any Owner, his family, guests, invitees, customers or occupants of his residential dwelling. All payments to be made by any Owner pursuant to this Section are deemed to be additional contributions toward the common expenses payable by such Owner, and are allocated and recoverable as such.

SECTION 39 - Insurance Trust Agreement

The Corporation shall enter into, and at all times maintain, in accordance with any applicable provisions of this Declaration an insurance trust agreement (herein the "Insurance Trust Agreement") with a trust company, registered under the Loan and Trust Corporations Act, or a chartered bank or other firm qualified to act as an insurance trustee (the "Insurance Trustee"). Such agreement shall provide that such trustee is to hold all insurance proceeds which are subject to the terms of the Insurance Trust Agreement, in trust and disburse the proceeds in satisfaction of the Corporation's and Owners' respective obligations to repair in accordance with the provisions of the Act, this Declaration and the Insurance Trust Agreement. Notwithstanding the foregoing, where insurance proceeds payable on any one loss or occurrence are less than fifteen percent (15%) of the replacement cost of the property covered by the policy, such proceeds shall be paid directly to the Corporation or the person whom the Corporation specifies pursuant to the direction of the Insurance Trustee as set forth in the Insurance Trust Agreement, and shall be held in trust and disbursed by the Corporation as if it were acting as the Insurance Trustee. Notwithstanding anything herein contained, the Corporation may terminate the Insurance Trust Agreement by giving at least sixty (60) days notice in writing of the termination date to the Insurance Trustee.

PART NINE - DUTIES OF THE CORPORATION

SECTION 40 - Duties

The duties of the Corporation shall include but shall not be limited to the following:

- (a) to enter, ratify, and/or assume the Pedestrian Mews Cost Sharing Agreement, the Limiting Distance Agreement - Pedestrian Mews, the Limiting Distance Agreement - Park 471, the Pedestrian Mews Easement, and Schedule G - Special Provisions and to comply with all of the covenants, conditions, restrictions, agreements, obligations, terms and provisions contained therein and/or registered against the Property, in addition to any requirements set forth in the Act, the Declaration, by-laws or rules of the Corporation;
- (b) to complete the purchase of the guest Unit and the resident service director Unit in accordance with the terms of this Declaration;
- (c) to enter into, ratify, confirm or assume any utility agreement as may be required for the operation of the Building, including without limitation, an agreement relating to the supply and distribution of electricity to the Building;

- (d) to operate, maintain and keep in good repair, as would a prudent owner of similar premises at all times, the common elements and assets of the Corporation, including, without limitation, the removal of graffiti and other unsightly demarcations from the exterior of the Building within 10 working days of any such occurrence; and
- (e) to enter into, ratify, confirm or assume any agreement(s) as may be required for the leasing and operation of any automation systems for the Building.

PART TEN - GENERAL MATTERS

SECTION 41 - Rights of Entry

- (a) The Corporation, or any insurer of the property or any part thereof, their respective agents, employees or authorized representatives, and any other person authorized by the board, shall be entitled to enter any Unit at all reasonable times and upon giving reasonable notice, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, carrying out any duty imposed upon it by the Corporation, or to perform the objects and duties of the Corporation or to exercise the powers of the Corporation, or in order to exercise any right, remedy or privilege any one of them may have or to carry out any duty imposed by such agreements or such other obligations that bind the Corporation.
- (b) The Declarant and its authorized agents and contractors shall be entitled to enter upon any Unit and the common elements of the Corporation to rectify any matter required to be satisfied under any municipal, regional and/or utility agreement until all of the Declarant's obligations under such agreements have been satisfied in full.
- (c) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter any Unit at any time without notice, for the purpose of repairing the Unit or the common elements or for the purpose of correcting any condition which might result in damage or loss to the property or any assets of the Corporation. The Corporation or anyone authorized by it may determine whether such an emergency exists.
- (d) The Corporation, its agents, employees, authorized representatives and others authorized by the board shall have the right to enter any Unit at all reasonable times and upon giving reasonable notice to read, install, maintain, repair or inspect: (i) any part of the Building (including without limitation, the maintenance, repair and replacement of any windows); and (ii) any metering devices, installation or equipment necessary for the providing or monitoring of utilities or services to the Unit or other Units or the common elements. For the purposes of the monitoring, repair and replacement of the windows and wall systems, roof anchors to be utilized for working apparatus relating to the aforementioned uses described in this paragraph or by personnel may be installed on the exclusive use portion of the Unit and cannot be removed by the Owner.
- (e) Any supplier of a utility is entitled to enter any Unit and the common elements upon 24 hours notice to any Owner or the Corporation, as the case may be, and without notice in the case of emergency, for the purpose of (i) conducting inspection, maintenance, repair and replacement and other services in relation to the distribution systems for such utility and its related equipment and wiring; (ii) facilitating the usage and operation of such systems; and (iii) installing, maintaining, reading, repairing, replacing and inspecting any metering devices or equipment necessary for the providing or monitoring of utilities to the Unit or other Units or the common elements.
- (f) If any Owner, resident or tenant of a Unit shall not be personally present to grant entry to such Unit to such person mentioned in subparagraph (c), the Corporation, or any person authorized by the Corporation, any of their agents or employees, 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.

- (g) The Corporation shall retain a master key to all locks to all Units and exclusive use areas. No Owner, resident, or tenant shall change any lock or place any additional locks on the doors to any Unit or in the Unit or to the garage or to any part of the common elements of which such Owner, resident or tenant has the exclusive use without all such locks being on the Corporation's master key system.
- (h) The rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care or supervision of any Unit except as specifically provided in the Declaration or the by-laws.
- (i) The Corporation, its agents, employees, authorized representatives and others authorized by the board shall have the right to enter Units 2, 4, 8 and 10, Level 8 and Units 2, 3, 6 and 7, Level 32 at all reasonable times and upon giving reasonable notice to access the exclusive use common element balconies or terraces to install, maintain, repair and replace the gargoyle statues located within such areas or attached to the Building and accessible through such areas.

SECTION 42 - Owner's Default

If any Owner of a Unit fails to pay the Corporation any amount ("the Amount") of money required to be paid pursuant to this Declaration that may not be a common expense, the Corporation's by-laws and/or rules or otherwise when required, 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") in respect of such unpaid 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/her-own-client basis, at a rate equal to 24% per annum, calculated monthly, not in advance, with interest on the unpaid Amount commencing to accrue from and after the date which the Amount is due and payable and with interest on all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from and after the respective dates that the Corporation 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; and
- (b) maintain and enforce a lien against the Defaulting Owner's Unit(s), as security for the payment of the Amount (hereinafter referred to as the "Lien") 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, with the Lien being 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 Lien, to apply to a court of competent jurisdiction of any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same and 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 estopped 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 the Lien by the Corporation.

SECTION 43 - Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of this Declaration.

SECTION 44 - Waiver

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

SECTION 45 - Notice

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

- (a) Method of giving notice: Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation, shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the address noted in the record, or if mailed by prepaid ordinary mail in a sealed envelope addressed to him at such address or if sent by means of wire or wireless or any other form of transmitted or recorded communication, to such address or, where such notice is required to be given to a Unit Owner, delivered to the Owner's Unit or at the mailbox of the Unit unless, the Corporation has received a written request from such Owner that the notice not be given in this manner, or the address for service that appears in the record is not the address of the Unit of the Owner. Any notice, communication or other document to be given by the Corporation to any other person entitled to notice and who is not an owner shall be given or delivered to such person in the manner aforesaid to the address shown for him on the record. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box and notice sent by any means of wire or wireless or any other form of transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.
- (b) Notice to the Board or Corporation: Any notice, communication or other document to be given to the Board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.
- (c) Omissions and Errors: The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the third (3rd) business day following the day on which it was mailed.

SECTION 46 - Construction of Declaration

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


SECTION 47 - Headings

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

DATED in City of Toronto, and in the Province of Ontario this 1st day of August, 2008.

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

DANIELS CCW CORPORATION

Per: 
Name: Gary Polenz
Position: Secretary
I have authority to bind the Corporation.

LEGAL DESCRIPTION

In the City of Mississauga, in the Regional Municipality of Peel, being comprised of those parts of Lot 18 in Concession 2 North of Dundas Street, in the geographic township of Toronto, designated as **PARTS 1, 2 and 3** on Reference Plan 43R-31629, being all of P.I.N. 13141-0261(LT) and hereinafter being referred to as **ONE PARK TOWER CONDOMINIUM LANDS**.

SUBJECT TO an easement in gross in favour of Rogers Cable Communications Inc. over the **ONE PARK TOWER CONDOMINIUM LANDS** for the purposes as set out in Instrument PR812050.

SUBJECT TO an easement in favour of Rogers Cable Communications Inc. over the **ONE PARK TOWER CONDOMINIUM LANDS** for the purposes as set out in Instrument PR937577.

SUBJECT TO an easement in favour of Rogers Cable Communications Inc. over the **ONE PARK TOWER CONDOMINIUM LANDS** for the purposes as set out in Instrument PR1239691.

SUBJECT TO an easement in gross in favour of The Corporation of The City of Mississauga over that part of the **ONE PARK TOWER CONDOMINIUM LANDS** designated as **PART 3** on Reference Plan 43R-31629 for the purposes as set out in Instrument PR1371920.

SUBJECT TO an easement in favour of Enersource Hydro Mississauga Inc. over the **ONE PARK TOWER CONDOMINIUM LANDS** for the purposes as set out in Instrument PR1380158.

TOGETHER WITH an easement in favour of the owners of the **ONE PARK TOWER CONDOMINIUM LANDS** over that part of Lot 18 in Concession 2 North of Dundas Street, in the geographic township of Toronto, designated as **PART 3** on Reference Plan 43R-30153 for the purposes as set out in Instrument PR561811.

RESERVING an easement in favour of the owners of those parts of Lot 18 in Concession 2 North of Dundas Street, in the geographic township of Toronto, designated as **PARTS 4, 5 and 6** on Reference Plan 43R-31629 (being all of P.I.N. 13141-0262(LT)) and hereinafter referred to as the **ADJACENT LANDS**, their agents, contractors, subcontractors and employees over the **COMMON ELEMENTS** of this plan for the purpose of providing pedestrian and vehicular (where practical) ingress and egress and for the further purpose of permitting the construction, maintenance and repair of a Pedestrian Mews to be located near the north-easterly portion of the **ONE PARK TOWER CONDOMINIUM LANDS** and the southwest portion of the **ADJACENT LANDS**. This easement also allows for the removal of a temporary upstand curb contained upon the north-easterly portion of the **ONE PARK TOWER CONDOMINIUM LANDS** to facilitate such construction of the Pedestrian Mews.

RESERVING an easement in favour of the owners of the **ADJACENT LANDS**, their agents, contractors, subcontractors and employees over the **COMMON ELEMENTS** of this plan for the purpose of permitting the installation and maintenance of shoring, piles, rackers and tie backs in the common elements to facilitate the construction of buildings and appurtenant services on the **ADJACENT LANDS** and to further permit an overhead crane swing to facilitate the construction, repair and maintenance of the building or buildings and appurtenant services to be constructed on the **ADJACENT LANDS**.

RESERVING an easement in favour of the owners of the **ADJACENT LANDS**, their agents, contractors, subcontractors and employees over the **COMMON ELEMENTS** of this plan for the purpose of providing pedestrian and vehicular (where practical) ingress and egress and for the further purpose of permitting excavation and construction activities (including the installation and maintenance of temporary overhead hoarding) between the north-easterly portion of the building constructed upon the **ONE PARK TOWER CONDOMINIUM LANDS** and the north-easterly property limit.

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

BRATTY AND PARTNERS LLP,
Barristers and Solicitors
and duly authorized representatives of
DANIELS CCW CORPORATION

August 1, 2008
Dated

per: Brian B. Finer

SCHEDULE "B"

THE CONDOMINIUM ACT S.O. 1998. CHAPTER C.19

**CONSENT OF MORTGAGEE UNDER CLAUSE (b) OF
SUBSECTION 2 OF SECTION 7 OF THE ACT**

1. **BANK OF MONTREAL** has a registered Charge within the meaning of Clause b of Subsection 2 of Section 7 of the Condominium Act, S.O. 1998 registered as Number PR972856 in the Land Registry Office for the Land Titles Division of Peel (No. 43).
2. **BANK OF MONTREAL** consents to the registration of this Declaration pursuant to the Condominium Act, 1998, against the land or interests appurtenant to the land, as the land and interests are described in the description.
3. We postpone the mortgage and interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent.

Executed this 28th day of May, 2008.**BANK OF MONTREAL**

Per: _____
Name: **VICTOR WONG**
Position: **ACCOUNT MANAGER**

Per: _____
Name: **TONI MARRA**
Position: **FUNDING ANALYST**

I/We have authority to bind the Corporation.

SCHEDULE "B"

THE CONDOMINIUM ACT S.O. 1998. CHAPTER C.19

**CONSENT OF MORTGAGEE UNDER CLAUSE (b) OF
SUBSECTION 2 OF SECTION 7 OF THE ACT**

1. **TRAVELERS GUARANTEE COMPANY OF CANADA** has a registered Charge within the meaning of Clause b of Subsection 2 of Section 7 of the Condominium Act, S.O. 1998 registered as Number PR900113 in the Land Registry Office for the Land Titles Division of Peel (No. 43).
2. **TRAVELERS GUARANTEE COMPANY OF CANADA** consents to the registration of this Declaration pursuant to the Condominium Act, 1998, against the land or interests appurtenant to the land, as the land and interests are described in the description.
3. We postpone the mortgage and interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent.

Executed this 28TH day of May, 2008.

TRAVELERS GUARANTEE COMPANY OF CANADA

Per: 
Name: **Brian Argue**
Position: **Senior Underwriter**

Per: 
Name: **Denise Fraser**
Position: **Senior Underwriter**

I/We have authority to bind the Corporation.